



CITY OF MORRO BAY CITY COUNCIL AGENDA

The City of Morro Bay provides essential public services and infrastructure to maintain a safe, clean and healthy place for residents and visitors to live, work and play.

Regular Meeting Tuesday, May 24, 2022 – 5:30 P.M. Held Via Teleconference

Pursuant to Assembly Bill 361 (2021-22) and Government Code section 54953 this Meeting will be conducted telephonically through Zoom. Ways to participate, watch, and submit public comment for this meeting are provided below.

Public Participation:

Remote public participation is allowed in the following ways:

- Members of the public may watch the meeting and speak during general Public Comment or on a specific agenda item by logging in to the Zoom webinar using the information provided below. Please use the “**raise hand**” feature to indicate your desire to provide public comment.

Please click the link below to join the webinar:

- <https://us02web.zoom.us/j/82722747698?pwd=aWZpTzcwTHlRTk9xaTlmWVNWRFUQT09>
Password: 135692
 - Or Telephone Attendee: 1 (408) 638-0968 or 1 (669) 900 6833 or 1 (346) 248 7799; Webinar ID: 827 2274 7698; Password: 135692; Press *9 to “**Raise Hand**” for Public Comment
- Alternatively, members of the public may watch the meeting either on cable Channel 20 or as streamed on the City [website](#).
 - Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the City Council at council@morrobayca.gov prior to the meeting. Agenda Correspondence received at council@morrobayca.gov by 10 a.m. on the meeting day will be posted on the City website.

ESTABLISH QUORUM AND CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
RECOGNITION
CLOSED SESSION REPORT
MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS
CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

PRESENTATIONS

- SLO Food Bank Proclamation
- National Safe Boating Week Proclamation
- SLO County Update on Efforts to Reduce Homelessness Presentation
- Astound/Wave Update on Morro Bay Broadband Project Presentation

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.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion. The public will also be provided an opportunity to comment on consent agenda items.

A-1 APPROVAL OF MINUTES FOR THE MARCH 22, 2022, CITY COUNCIL MEETING;
(CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE MAY 10, 2022, CITY COUNCIL SPECIAL CLOSED
SESSION MEETING; (CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE MAY 10, 2022, CITY COUNCIL MEETING; (CITY
CLERK)

RECOMMENDATION: Approve as submitted.

A-4 RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A
STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC
HEALTH AND SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE
BODIES OF THE CITY VIA REMOTE TELECONFERENCING (INCLUDING PARTIALLY
REMOTE) FOR A CONTINUED 30-DAY PERIOD PURSUANT TO THE RALPH M.
BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361; (CITY ATTORNEY)

RECOMMENDATION: Staff recommends Council consider adoption of attached Resolution No. 43-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through June 23, 2022.

- A-5 SECOND READING AND ADOPTION OF ORDINANCE NO. 652 ALLOWING SMOKING RECEPTACLES WITHIN THE CITY RIGHT-OF-WAY; (PUBLIC WORKS DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council adopt, by second reading and by title only with further reading waived, Ordinance No. 652, “An Ordinance of the City Council of the City of Morro Bay, California, amending Section 9.24.080(B) of the Morro Bay Municipal Code to allow for the placement of receptacles for smoking waste by the City of Morro Bay.”

- A-6 ADOPTION OF RESOLUTION NO. 44-22 APPROVING THE ASSIGNMENT AND ASSUMPTION AND CONDITIONALLY AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY FOR THE ASSIGNMENT AND ASSUMPTION AT LEASE SITE 30W-33W, AND ACCEPTING A DEED OF TRUST RELATED THERETO (BAY FRONT MARINA, 201 MAIN STREET); (HARBOR DEPARTMENT)

RECOMMENDATION: Staff recommend the City Council adopt Resolution No. 44-22 allowing the assignment and assumption, and authorizing the Mayor to execute necessary documents, including a consent to encumber accepting a deed of trust related thereto, regarding the sale of the leasehold interest at Lease Site 30W-33W, with documents subject to approval of the City Attorney.

- A-7 APPROVAL OF LEASE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND STATE OF CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR EXCLUSIVE TIE-UP SPACE ON THE NORTH T-PIER FOR A PATROL VESSEL ACCOMMODATION DOCK; (HARBOR DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council approve Resolution 45-22 and attached three-year Lease Agreement with the State of California Department of Fish and Wildlife (DFW) for dedicated pier space on the North T-Pier for their patrol vessel BLUEFIN dock.

- A-8 APPROVAL OF RESOLUTION NO. 46-22 AUTHORIZING A NEW LEASE AGREEMENT WITH UNITED STATES COAST GUARD TO LEASE A MAINTENANCE AND STORAGE FACILITY FOR THE COAST GUARD STATION MORRO BAY, LOCATED AT 1620 EMBARCADERO; (HARBOR DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council approve Resolution No. 46-22 authorizing a one-year Lease Agreement, with four one-year successive options to renew, with the United States Coast Guard (USCG) for use of a portion of the City’s Harbor Department gear storage yard and building located at 1620 Embarcadero.

- A-9 CONSIDERATION OF APPOINTMENT OF JAN GOLDMAN TO THE PUBLIC WORKS ADVISORY BOARD; (CITY CLERK)

RECOMMENDATION: Staff recommends the City Council consider appointment of Jan Goldman to the Public Works Advisory Board (“PWAB”) to complete an unexpired term through January 31, 2025.

- A-10 PROCLAMATION DECLARING JUNE 3, 2022 TO BE “HUNGER AWARENESS DAY”; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

- A-11 PROCLAMATION DECLARING NATIONAL SAFE BOATING WEEK MAY 21 THROUGH MAY 21, 2022; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

B. PUBLIC HEARING ITEMS

- B-1 REQUEST FOR AN AMENDMENT TO THE LAND USE MAP WITHIN THE GENERAL PLAN/LOCAL COASTAL PROGRAM ADOPTED IN 2021 AND RECEIPT AND FILING OF AN ADDENDUM TO THE RELATED ENVIRONMENTAL IMPACT REPORT. THE CHANGE FROM DISTRICT COMMERCIAL TO COMMUNITY COMMERCIAL IS CONSISTENT WITH THE PROPOSED NEW ZONING DESIGNATION FOR THE SITE. THE SITE IS ADJACENT TO SIMILARLY DESIGNATED SITES ALONG MAIN STREET; (COMMUNITY DEVELOPMENT)

RECOMMENDATION: This item is to be continued to a date certain, June 14, 2022 Regular Meeting, which will be held via teleconference.

C. BUSINESS ITEMS

- C-1 ADOPTION OF RESOLUTION NO. 48-22 APPROVING CONSENT OF LANDOWNER DOCUMENT FOR CALIFORNIA COASTAL INVESTMENTS, LLC (DOING BUSINESS AS LIBERTINE BREWING COMPANY; ERIC NEWTON) FOR REDEVELOPMENT OF LEASE SITE 86/86W (801 EMBARCADERO ROAD); (HARBOR DEPARTMENT / COMMUNITY DEVELOPMENT DEPARTMENT)

RECOMMENDATION: Staff recommend the City Council adopt Resolution No. 48-22, approving a Consent of Landowner (COL) document for California Coastal Investment's redevelopment proposal (doing business as Libertine Brewing company) for Lease Site 86/86W as-presented, and provide staff direction as-appropriate.

- C-2 AUTHORIZATION FOR THE MAYOR TO SIGN A LETTER OF SUPPORT FOR A COASTAL STORIES GRANT PROGRAM APPLICATION FROM THE SALINAN TRIBE OF MONTEREY AND SAN LUIS OBISPO COUNTIES; (PUBLIC WORKS DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council authorize the Mayor to sign a letter of support for a Coastal Stories Grant program application from the Salinan Tribe of Monterey and San Luis Obispo Counties.

- C-3 CONSIDERATION OF MORRO BAY HOSTING AN IRONMAN 70.3-MILE, SWIM, BIKE AND RUN EVENT IN APRIL/MAY FOR THREE YEARS, BEGINNING IN 2023, AND AUTHORIZE STAFF TO DEVELOP A CONTRACT WITH THE IRONMAN GROUP FOR SUCH AN EVENT FOR CITY COUNCIL REVIEW; (CITY MANAGER)

RECOMMENDATION: Staff recommends the City Council approve in concept the City of Morro Bay hosting an Ironman event (70.3-mile swim, bike and run) in April/May for three years, beginning in 2023, and authorize City staff, in consultation with the City Attorney, to develop a three-year event agreement with the Ironman Group to be brought back to City Council for review no later than June 28, 2022. Further, authorize staff to submit a letter of interest to the Ironman Group outlining the City's support for such an event concept, conditioned upon City Council review and approval of an event agreement.

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

E. ADJOURNMENT

The next Regular Meeting will be held on **Tuesday, June 14, 2022 at 5:30 p.m.** via teleconference.

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 805-772-6205 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 UPON REQUEST BY CALLING THE CITY CLERK'S OFFICE AT 805-772-6205.

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 REASONABLE ARRANGEMENTS CAN BE MADE TO PROVIDE ACCESSIBILITY TO THE MEETING.

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City Council conducted this meeting in accordance with Assembly Bill 361 (2021-22) and Government Code section 54953 in response to the present State of Emergency in existence due to the threat of COVID-19. This meeting was held via teleconference for all participants.

PRESENT:	John Headding	Mayor
	Dawn Addis	Council Member
	Laurel Barton	Council Member
	Jennifer Ford	Council Member
	Jeff Heller	Council Member
ABSENT:	None	
STAFF:	Scott Collins	City Manager
	Chris Neumeyer	City Attorney
	Dana Swanson	City Clerk
	Sarah Johnson-Rios	Assistant City Manager/Admin Services Dir.
	Greg Kwolek	Public Works Director
	Scot Graham	Community Development Director
	Daniel McCrain	Fire Chief
	Jody Cox	Police Chief
	Eric Endersby	Harbor Director
	Paul Amico	WRF Program Manager

ESTABLISH QUORUM AND CALL TO ORDER

Mayor Headding called the meeting to order at 5:30 p.m., with all but Council Member Barton present. Council Member Barton joined the meeting at 5:33 p.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

RECOGNITION – None

CLOSED SESSION REPORT – City Attorney Neumeyer stated no reportable action was taken by the City Council in accordance with the Brown Act.

MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

https://youtu.be/5jjHaL_1Aso?t=175

CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

https://youtu.be/5jjHaL_1Aso?t=556

PRESENTATIONS

https://youtu.be/5jjHaL_1Aso?t=612

- Morro Bay Chamber of Commerce Quarterly Update by Erica Crawford
- Presentation of Month of the Child and Child Abuse Prevention Proclamation to Nataly Renteria

PUBLIC COMMENT

https://youtu.be/5jjHaL_1Aso?t=2031

Wendy Wendt, First 5 SLO County, announced upcoming events. For more information on the We Are the Care Initiative, visit www.first5slo.org

Don Maruska, Morro Bay business owner, expressed support for Items C-3 and C-4.

Aaron Ochs, Morro Bay, requested the Council hold a special meeting to discuss funding of the Harbor Department.

Betty Winholtz, Morro Bay, requested the City announce the beginning of nesting season and inform residents trimming and cutting of trees are allowed only in an emergency.

Linda Winters, Morro Bay, spoke regarding the recent Morro Bay Chamber Gala honoring Carole Truesdale, Jody Cox, Coalesce Book Store and the Morro Bay Lions Club.

Mayor Heading closed public comment.

A. CONSENT AGENDA
https://youtu.be/5jjHaL_1Aso?t=2764

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion. The public will also be provided an opportunity to comment on consent agenda items.

A-1 APPROVAL OF MINUTES FOR THE DECEMBER 14, 2021, CITY COUNCIL MEETING;
(CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE FEBRUARY 22, 2022, CITY COUNCIL MEETING;
(CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE MARCH 8, 2022, CITY COUNCIL SPECIAL
CLOSED SESSION MEETING: (CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-4 DESIGNATION OF REPRESENTATIVE(S) TO THE CALIFORNIA JOINT POWERS
INSURANCE AUTHORITY; (CITY CLERK/HUMAN RESOURCES MANAGER)

RECOMMENDATION: Staff recommends the City Council designate the Mayor as the official representative of the City of Morro Bay on the California Joint Powers Insurance Authority (CJPIA) Board of Directors, designate the Human Resources Manager as first alternate, and designate the City Manager as second alternate.

A-5 AMENDMENT TO AND RESTATEMENT OF AGREEMENT WITH PARS FOR
RETIREMENT SAVINGS FOR PART-TIME EMPLOYEES; (ASSISTANT CITY
MANAGER/ADMIN SERVICES DIRECTOR)

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 22-22 authorizing the City Manager to execute an amended and restated agreement with the Public Agency Retirement System (PARS) to facilitate required retirement savings for part-time employees.

- A-6 SECOND READING AND ADOPTION OF ORDINANCE NO. 648 ADDING SUBSECTION (D) TO SECTION 8.24.010 (PROHIBITED AT CERTAIN TIMES AND IN CERTAIN PLACES) OF CHAPTER 8.24 (CAMPING) OF TITLE 8 (HEALTH AND SAFETY) OF THE MORRO BAY MUNICIPAL CODE; (CITY MANAGER/CITY CLERK/HUMAN RESOURCES MANAGER)

RECOMMENDATION Staff recommends the City Council adopt, by second reading and by title only with further reading waived, Ordinance No. 648: “An Ordinance of the City Council of the City of Morro Bay, California, adding Subsection (D) to Section 8.24.010 (Prohibited at Certain Times and in Certain Places) of Chapter 8.24 (Camping) of Title 8 (Health and Safety) of the Morro Bay Municipal Code.”

- A-7 RECEIPT OF INDEPENDENT SINGLE AUDIT AND TRANSPORTATION DEVELOPMENT ACT AUDITS; (FINANCE DEPARTMENT)

RECOMMENDATION: Receive and file the Independent Auditors’ Reports and Financial Statements for Transportation Development Act (TDA) Funds and the Single Audit, covering the period of July 1, 2020 through June 30, 2021.

- A-8 ADOPT RESOLUTION NO. 23-22 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE HABITAT CONSERVATION FUND PROGRAM FOR THE FRANKLIN RILEY PARK IMPROVEMENTS; (PUBLIC WORKS DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-22 authorizing the submission of a grant application for the Habitat Conservation Fund Program (HCF) in the trails project category to help fund improvements at Franklin Riley Park.

- A-9 ADOPT RESOLUTION NO. 24-22 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR STATE RECREATIONAL TRAILS GRANT PROGRAM FOR COLEMAN PARK IMPROVEMENTS; (PUBLIC WORKS DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-22 authorizing the submission of a grant application for the State Recreational Trails Program (RTP) for the Coleman Park Improvements project.

- A-10 PROCLAMATION DECLARING APRIL 2022 AS FAIR HOUSING MONTH; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

- A-11 PROCLAMATION DECLARING APRIL 2022 AS MONTH OF THE CHILD AND CHILD ABUSE PREVENTION MONTH; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

Mayor Headding opened public comment for the Consent Agenda.
https://youtu.be/5jjHaL_1Aso?t=2770

Betty Winholtz, Morro Bay, spoke regarding Item A-6, stating her preference the citizens’ initiative go to a vote of the people. Regarding Item A-8, she encouraged staff to research and honor the planting plan and agreements put in place for the property when it was donated in 2001.

The public comment period was closed.

Council Member Heller pulled Items A-8 and A-9.

MOTION: Mayor Headding moved approval of Items A-1 through A-7, A-10 and A-11 on the Consent Agenda. The motion was seconded by Council Member Heller and carried 5-0 by roll call vote.

A-8 ADOPT RESOLUTION NO. 23-22 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE HABITAT CONSERVATION FUND PROGRAM FOR THE FRANKLIN RILEY PARK IMPROVEMENTS; (PUBLIC WORKS DEPARTMENT)
https://youtu.be/5jjHaL_1Aso?t=3031

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-22 authorizing the submission of a grant application for the Habitat Conservation Fund Program (HCF) in the trails project category to help fund improvements at Franklin Riley Park.

A-9 ADOPT RESOLUTION NO. 24-22 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR STATE RECREATIONAL TRAILS GRANT PROGRAM FOR COLEMAN PARK IMPROVEMENTS; (PUBLIC WORKS DEPARTMENT)
https://youtu.be/5jjHaL_1Aso?t=3031

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-22 authorizing the submission of a grant application for the State Recreational Trails Program (RTP) for the Coleman Park Improvements project.

Staff responded to questions posed by Council and raised during public comment.

MOTION: Council Member Heller moved approval of Items A-8 and A-9 on the Consent Agenda. The motion was seconded by Council Member Ford and carried 5-0 by roll call vote.

B. PUBLIC HEARINGS - NONE

C. BUSINESS ITEMS

C-1 APPROVAL OF AMENDMENT NO. 3 TO CONTRACT WITH ANVIL BUILDERS, INC., FOR CONSTRUCTION SERVICES FOR THE WATER RECLAMATION FACILITY (WRF) LIFT STATION AND OFFSITE PIPELINES; (PUBLIC WORKS DEPARTMENT)
https://youtu.be/5jjHaL_1Aso?t=3351

Public Works Director Kwolek and WRF Program Manager Amico provided the report and responded to Council inquires.

The public comment period for Item C-1 was opened.

Betty Winholtz, Morro Bay, spoke regarding PCO-16 and asked if the City could seek reimbursement from those who marked the piping wrong.

The public comment period for Item C-1 was closed.

MOTION: Council Member Addis moved to authorize the City Manager to execute Amendment No. 3 to the agreement with Anvil Builders, inc. (Anvil) for construction of the WRF Conveyance Facilities for the amount of \$241,317.00.

The motion was seconded by Mayor Headding and carried 4-1 by roll call vote with Council Member Heller opposed.

- C-2 RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC HEALTH AND SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY VIA REMOTE TELECONFERENCING (INCLUDING PARTIALLY REMOTE) FOR A CONTINUED 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361; (CITY ATTORNEY)

https://youtu.be/5jjHaL_1Aso?t=5854

City Attorney Neumeyer provided the report and responded to Council inquires.

The public comment period for Item C-2 was opened.

Betty Winholtz, Morro Bay, hoped once in-person meetings resume Council Members would attend and meet residence face to face.

Ryan Garcia, Morro Bay, concurred with Ms. Winholtz.

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

MOTION: Mayor Headding moved to 1) Adopt Resolution No. 25-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through April 21, 2022. The City has announced in-person Council Meetings will resume on April 12, 2022. Adoption of this resolution would allow advisory body meetings scheduled prior to April 12 to be held remotely and also allow partially remote meetings to continue through April 21, 2022; 2) Council authorized the alternative of in-person vs. remote attendance for both Council and Advisory Body members; and 3) Council directed staff to bring back monthly AB 361 resolutions to allow for prospective hybrid meetings. The motion was seconded by Council Member Addis and carried 5-0 by roll call vote.

- C-3 PURPOSE STATEMENT FOR CITY COUNCIL SUBCOMMITTEE ON CLIMATE ACTION; (CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR)

https://youtu.be/5jjHaL_1Aso?t=7507

City Manager Collins and Community Development Director Graham provided the report and responded to Council inquires.

The public comment period for Item C-3 was opened; seeing none, the public comment period was closed.

MOTION: Council Member Addis moved to adopt a purpose statement for the recently formed City Council Climate Action subcommittee. The motion was seconded by Council Member Ford for discussion.

Following individual comments, the motion carried 5-0 by roll call.

- C-4 CONSIDERATION OF PROCLAMATION IN SUPPORT OF THE PEOPLE OF UKRAINE; (CITY MANAGER)

https://youtu.be/5jjHaL_1Aso?t=7976

City Manager Collins provided the report and responded to Council inquires.

The public comment period for Item C-4 was opened; seeing none, the public comment period was closed.

MOTION: Mayor Headding moved approval of a Proclamation in support of the people of Ukraine. The motion was seconded by Council Member Barton for discussion.

Council Member Heller opined this type of proclamation does not belong on the agenda.

Following individual comments, the motion carried 4-1 by roll call vote with Council Member Heller opposed.

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

https://youtu.be/5jjHaL_1Aso?t=8402

Mayor Headding requested and received full support for a detailed review of Harbor Department revenues, expenditures and capital needs at the May Special Meeting.

Council Member Ford requested and received support for an agenda item that would evaluate the opportunities and legalities of virtual meeting participation by the Council, advisory bodies and community members.

E. ADJOURNMENT

The meeting adjourned at 7:57 p.m.

Recorded by:

Dana Swanson
City Clerk

MINUTES - MORRO BAY CITY COUNCIL
SPECIAL CLOSED SESSION MEETING –
MAY 10, 2022 – 4:00 P.M.
TELECONFERENCE

AGENDA NO: A-2
MEETING DATE: May 24, 2022

City Council conducted this meeting in accordance with Assembly Bill 361 (2021-22) and Government Code section 54953 in response to the present State of Emergency in existence due to the threat of COVID-19. This meeting was held via teleconference for all participants.

PRESENT: John Headding Mayor
 Dawn Addis Council Member
 Laurel Barton Council Member
 Jennifer Ford Council Member
 Jeff Heller Council Member

ABSENT: None

STAFF: Scott Collins City Manager
 Chris Neumeyer City Attorney
 Colin Tanner Special Labor Counsel
 Sarah Johnson-Rios Assistant City Manager/Administrative Services Director

ESTABLISH QUORUM AND CALL TO ORDER

Mayor Headding called the meeting to order at 4:00 p.m. with all members present.

SUMMARY OF CLOSED SESSION ITEMS – The Mayor read a summary of Closed Session items.

CLOSED SESSION PUBLIC COMMENT – Mayor Headding opened public comment for items on the agenda; seeing none, the public comment period was closed.

The City Council moved to Closed Session and heard the following item:

CS-1 CONFERENCE WITH LABOR NEGOTIATORS

City Designated Representative: Colin Tanner, Special Labor Counsel
Employee Organizations: Morro Bay Firefighters' Association; Morro Bay Peace Officers' Association;
Service Employee's International Union - SEIU Local 620; and unrepresented Management,
Confidential and Executive employees

RECONVENE IN OPEN SESSION – The City Council reconvened in Open Session. The Council did not take any reportable action in accordance with the Brown Act.

ADJOURNMENT - The meeting adjourned at 4:33 p.m.

Recorded by:

Dana Swanson
City Clerk

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Pursuant to Assembly Bill 361 (2021-22) and Government Code section 54953 this Meeting will be conducted in a hybrid format with both in-person and virtual public participation.

PRESENT: John Headding Mayor
 Dawn Addis Council Member
 Laurel Barton Council Member
 Jennifer Ford Council Member
 Jeff Heller Council Member

ABSENT: None

STAFF: Scott Collins City Manager
 Chris Neumeyer City Attorney
 Dana Swanson City Clerk
 Sarah Johnson-Rios Assistant City Manager/Admin Services Dir.
 Greg Kwolek Public Works Director
 Scot Graham Community Development Director
 Daniel McCrain Fire Chief
 Jody Cox Police Chief
 Eric Endersby Harbor Director

ESTABLISH QUORUM AND CALL TO ORDER

Mayor Headding called the meeting to order at 6:18 p.m., with all members present.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

RECOGNITION – None

CLOSED SESSION REPORT – City Attorney Neumeyer stated no reportable action was taken by the City Council in accordance with the Brown Act.

MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

<https://youtu.be/-91aVkOAn70?t=174>

CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

<https://youtu.be/-91aVkOAn70?t=507>

PRESENTATIONS

<https://youtu.be/-91aVkOAn70?t=696>

- Proclamation Honoring George Leage
- National Foster Care Month Proclamation presented to Felipe Gonzalez
- National Public Works Week Proclamation presented to Public Works Department Staff
- Emergency Medical Services Week Proclamation presented to Morro Bay Fire Department Staff
- Vistra Presentation by Brad Watson

PUBLIC COMMENT

<https://youtu.be/-91aVkOAn70?t=3059>

Michael Wambolt, Visit Morro Bay Executive Director, announced recent and upcoming events.

Erica Crawford, Morro Bay Chamber of Commerce, provided an update on recent activities and upcoming events.

Betty Winholtz, Morro Bay, appreciated South Bay Blvd. had reopened and questioned removal of trash cans from the Harborwalk between the outfall and Morro Rock.

Carole Truesdale, Morro Bay, spoke in response to the Vistra presentation and asked what corrective measures had been set in place to ensure what happened in Moss Landing does not happen in Morro Bay.

Mayor Headding closed public comment.

The Council and staff responded to issues raised during public comment.

A. CONSENT AGENDA
<https://youtu.be/-91aVkJ0An70?t=3639>

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion. The public will also be provided an opportunity to comment on consent agenda items.

A-1 APPROVAL OF MINUTES FOR THE FEBRUARY 8, 2022, CITY COUNCIL MEETING;
(CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE FEBRUARY 22, 2022, CITY COUNCIL SPECIAL
CLOSED SESSION MEETING; (CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE APRIL 27, 2022, CITY COUNCIL SPECIAL
CLOSED SESSION MEETING; (CITY CLERK)

RECOMMENDATION: Approve as submitted.

A-4 RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A
STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC
HEALTH AND SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE
BODIES OF THE CITY VIA REMOTE TELECONFERENCING (INCLUDING PARTIALLY
REMOTE) FOR A CONTINUED 30-DAY PERIOD PURSUANT TO THE RALPH M.
BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361; (CITY ATTORNEY)

RECOMMENDATION: Staff recommends Council consider adoption of attached Resolution No. 40-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through June 9, 2022.

A-5 THIRD QUARTER INVESTMENT REPORT (PERIOD ENDING MARCH 31, 2022) FOR
FISCAL YEAR (FY) 2021-22; (ADMINISTRATIVE SERVICES DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council Receive the Third Quarter Investment Report (period ending March 31, 2022) for FY 2021-22.

A-6 PROCLAMATION HONORING GEORGE LEAGE; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-7 PROCLAMATION DECLARING MAY AS NATIONAL FOSTER CARE MONTH;
(ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-8 PROCLAMATION DECLARING MAY 15-21, 2022 AS PUBLIC WORKS WEEK;
(ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-9 PROCLAMATION DECLARING MAY 15-21, 2022 AS EMERGENCY MEDICAL
SERVICES WEEK; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

Mayor Heading opened the public comment for the Consent Agenda; seeing none, the public comment period was closed.

MOTION: Council Member Addis moved approval of all items on the Consent Agenda. The motion was seconded by Council Member Barton and carried 5-0 by roll call vote.

B. PUBLIC HEARINGS - None

C. BUSINESS ITEMS

C-1 ADOPTION OF RESOLUTION NO. 41-22 APPROVING THE ENGINEER'S REPORT AND DECLARING THE INTENT TO LEVY THE ANNUAL ASSESSMENT FOR THE CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS DEPARTMENT)

<https://youtu.be/-91aVkOAn70?t=3676>

Public Works Director Kwolek presented the report and responded to Council inquires.

The public comment period for Item C-1 was opened.

Dawn Beattie, Morro Bay, thanked staff for acknowledging the City should share in the cost of maintenance of Cloisters Park and open space and would like assurance expenses over and above the assessment would not be charged to those in the District.

The public comment period for Item C-1 was closed.

MOTION: Mayor Heading moved to adopt Resolution No. 41-22 declaring the intent to levy the annual assessment for the maintenance of the Cloisters Park and Open Space for fiscal year 2022/23 and approving the Engineer's Report. The motion was seconded by Council Member Barton and carried 5-0 by roll call vote.

- C-2 ADOPTION OF RESOLUTION NO. 42-22 APPROVING THE ENGINEER'S REPORT AND DECLARING THE INTENT TO LEVY THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS DEPARTMENT)

<https://youtu.be/-91aVkOAn70?t=5067>

Public Works Director Kwolek presented the report and responded to Council inquires.

The public comment period for Item C-2 was opened.

Betty Winholtz, Morro Bay, suggested the City more clearly articulate how funds are being used.

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

MOTION: Mayor Headding moved to adopt Resolution No. 42-22 approving the Engineer's Report and declaring the intent to levy the annual assessment for maintenance of the North Point Natural Area. The motion was seconded by Council Member Heller and carried 5-0 by roll call vote.

Council Member Ford announced she would recuse herself from Item C-3 due to a financial conflict of interest and left the dais at 7:51 p.m.

- C-3 INTRODUCTION OF ORDINANCE NO. 652 ALLOWING SMOKING RECEPTACLES WITHIN THE CITY RIGHT-OF-WAY; (PUBLIC WORKS DEPARTMENT)

<https://youtu.be/-91aVkOAn70?t=5636>

Public Works Director Kwolek presented the report and invited Amy Gilman, Tobacco Control Program Manager for the Department of Health, to share information about the program.

The public comment period for Item C-3 was opened.

Betty Winholtz, Morro Bay, asked if the buckets currently used for that purpose would be removed or how the two programs would interface.

The public comment period for Item C-3 was closed.

MOTION: Council Member Addis moved to introduce for first reading, by title only with further reading waived, Ordinance No. 652 to amend Chapter 9.24 (Secondhand Smoking Regulations) of Title 9 of the Municipal Code. The motion was seconded by Mayor Headding and carried 4-0-1 by roll call vote with Council Member Ford having recused from voting.

Council Member Ford returned to the dais at 8:04 p.m.

The Council took a brief recess at 8:04 p.m. The meeting reconvened at 8:11 p.m. with all members present.

- C-4 CITY COUNCIL GOALS AND ACTION ITEMS UPDATE; (CITY MANAGER)

<https://youtu.be/-91aVkOAn70?t=6794>

City Manager Collins provided the report and responded to Council inquires.

The public comment period for Item C-4 was opened.

Betty Winholtz, Morro Bay, commented on the infrastructure needs related to street repairs, importance of resident input Zoning Code approval process, need for a safe parking program, and funding for EV charging stations.

The public comment period for Item C-4 was closed.

No formal action was taken by the City Council.

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

<https://youtu.be/-91aVkOAn70?t=8745>

Mayor Headding requested and received full support for the Cloisters and North Point agenda items to include an estimate of General Fund subsidy to provide City services for those assessment areas.

E. ADJOURNMENT

The meeting adjourned at 8:44 p.m.

Recorded by:

Dana Swanson
City Clerk

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AGENDA NO: A-4

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 16, 2022

FROM: Chris F. Neumeyer, City Attorney

SUBJECT: Resolution Making Findings Related to the Continued Existence of a State of Emergency Due to COVID-19 and Re-Authorizing for Public Health and Safety the Conduct of Public Meetings of the Legislative Bodies of the City via Remote Teleconferencing (including partially remote) for a Continued 30-Day Period Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

RECOMMENDATION

Staff recommends Council consider adoption of attached Resolution No. 43-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City’s advisory bodies to meet remotely (including partially remote) through June 23, 2022.

ALTERNATIVES

Do not consider adoption of the attached resolution and/or provide further direction to staff.

FISCAL IMPACT

No immediate fiscal impact.

BACKGROUND

On March 4, 2020, the Governor proclaimed a State of Emergency to exist in California because of the spread of COVID-19. Beginning in March, 2020 the Governor also issued a number of Executive Orders (e.g., N-25-20, N-29-20, N-35-20) (the “Brown Act Orders”) for the public health and safety that waived requirements in the Brown Act that expressly or impliedly required the physical presence of City Councilmembers, staff, or the public at meetings of the City Council, Planning Commission and other City boards, commissions and committees (“legislative bodies”) that are subject to the Brown Act. The Brown Act Orders allowed City legislative bodies that are subject to the Brown Act to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring transparency and accessibility for open and public meetings. The most recent Brown Act Order expired on September 30, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing (whether completely or hybrid) Brown Act meetings of City legislative bodies for public health and safety

Prepared By: CFN Dept Review: _____
City Manager Review: SC City Attorney Review: CFN

reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

DISCUSSION

Assembly Bill 361 allows City legislative bodies to continue to utilize remote/virtual platforms for public meetings (consistent with certain statutory requirements) during a state of emergency proclaimed by the Governor that includes the City if certain conditions are met.

On October 26, 2021, the City Council adopted Resolution No. 70-21 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City's legislative bodies via remote teleconferencing for an initial 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361. On November 9, 2021, and no later than every 30 days thereafter, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted resolutions authorizing such meetings for an additional thirty days.

If a state of emergency remains active, or State or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period thereafter, has elapsed.

Government Code section 54953(e)(3) provides that "not later than 30 days after teleconferencing for the first time pursuant" to AB 361, "and every 30 days thereafter," the City Council shall make the following findings by majority vote for the City to continue using the teleconferencing provisions of AB 361:

1. The City Council has reconsidered the circumstances of the state of emergency; **and**
2. Either of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, **or**
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

At the March 22, 2022 Meeting, the City Council directed staff to bring back timely subsequent AB 361 resolutions to provide a remote option for Council Members and Advisory Board members should the need occur.

CONCLUSION

Staff recommends Council consider adoption of the proposed Resolution No. 43-22 making the findings required to re-authorize use of AB 361. Doing so will allow meetings of the City Council, City boards and City commissions to continue to occur by teleconference (including under a hybrid format) for the public health and safety. Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days thereafter.

ATTACHMENT

1. Resolution No. 43-22

RESOLUTION NO. 43-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF
EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC HEALTH AND
SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE
CITY VIA REMOTE TELECONFERENCING FOR A CONTINUED
30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT
AS AMENDED BY ASSEMBLY BILL NO. 361**

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

WHEREAS, the City Council of the City of Morro Bay (“City”) is committed to preserving and nurturing public access and participation in meetings of the Legislative Bodies (as that term is defined in Government Code §54952, including the City Council, commissions, boards and committees subject to the Brown Act) of the City; and

WHEREAS, all meetings of the Legislative Bodies are open and public as required by the Ralph M. Brown Act, codified as Government Code §§ 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Legislative Bodies conduct their business; and

WHEREAS, the Brown Act, at Government Code § 54953(e), as amended by Assembly Bill (AB) 361 effective October 1, 2021, makes provision for remote teleconferencing participation in public meetings by members of a Legislative Body without compliance with the provisions of Government Code § 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition under Government Code § 54953(e) for its initial use is that the meeting is held during a state of emergency that has been declared by the Governor pursuant to Government Code § 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code § 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters

WHEREAS, a required condition under Government Code § 54953(e) for its initial use is that state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body is meeting to determine or has previously determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor proclaimed a state of emergency for the State of California and thereafter issued a number of executive orders aimed at containing COVID-19; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution No. 23-20, proclaiming and affirming the existence of a local emergency, and confirming and ratifying proclamation by City's Director of Emergency Services of Existence of a Local Emergency, in response to COVID-19 (Coronavirus). The Legislative Bodies have since conducted meetings via remote teleconferencing consistent with the declaration of local emergency and executive orders issued by the Governor; and

WHEREAS, the executive orders issued by the Governor, among other things, for the public health and safety waived requirements of the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which rescinded the modifications made by the aforementioned executive orders, effective September 30, 2021. On September 16, 2021, the Governor signed AB 361, creating a modified set of provisions for local agencies for compliance with the Brown Act relative to remote meetings. AB 361 was made effective on October 1, 2021; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 70-21 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City's legislative bodies via remote teleconferencing for an initial 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361; and

WHEREAS, On November 9, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 78-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On November 18, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 81-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On December 14, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 84-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On January 11, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 03-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On January 25, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 07-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On February 22, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 16-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On March 22, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 25-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On April 12, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 29-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On May 10, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 40-22 authorizing such meetings for an additional thirty days; and

WHEREAS, the Governor's proclaimed state of emergency and the City's proclaimed local emergency related to COVID-19 remain in effect and encompass the jurisdictional boundaries of the City; and

WHEREAS, the California Department of Public Health continues to impose or recommend measures to promote social distancing, and the Centers for Disease Control and Prevention ("CDC") continues to impose or recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, for the public health and safety the Council wishes to affirm the need and findings necessary for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing as authorized by AB 361; and

WHEREAS, the City Council does hereby intend that, as a consequence of the persisting state of emergency and the imposed or recommended social distancing measures, the Legislative Bodies shall be authorized to continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code § 54953, as authorized by subdivision (e) of Government Code § 54953, and that the Legislative Bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code § 54953; and

WHEREAS, consistent with AB 361, during the effectiveness of this Resolution, the Legislative Bodies meeting pursuant to the requirements of Government Code § 54953(e)(2) and their staff will give notice of the manner by which members of the public may access the Legislative Bodies' meetings and offer public comment; identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option; and allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the Legislative Body directly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby acknowledges and affirms the continued effectiveness of the Governor's proclaimed state of emergency and the City's proclaimed local emergency (as may have been amended since their initial proclamation) which encompass their jurisdictional boundaries.

SECTION 3. The City Council finds as follows: 1) they have reconsidered the circumstances of the state of emergency; 2) the state of emergency remains active within their jurisdictional boundaries; 3) the state of emergency continues to directly impact the ability of the City Council, the City's Legislative Bodies, City staff and the public to meet safely in person; and 4) State officials continue to impose or recommend measures to promote social distancing.

SECTION 4. The Legislative Bodies and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting all open and public meetings of the Legislative Bodies in accordance with Government Code § 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be effective for until the earlier of (i) June 23, 2022, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code § 54953(e)(3) to extend the time during which the Legislative Bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code § 54953.

SECTION 6. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections,

paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 24th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

JOHN HEADING, Mayor

ATTEST:

DANA SWANSON, City Clerk

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AGENDA NO: A-5

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 16, 2022

FROM: Derek O. Hanson, Engineering Technician

SUBJECT: Second Reading and Adoption of Ordinance No. 652 Allowing Smoking Receptacles within the City Right-of-Way

RECOMMENDATION

Staff recommends the City Council adopt, by second reading and by title only with further reading waived, Ordinance No. 652, "An Ordinance of the City Council of the City of Morro Bay, California, amending Section 9.24.080(B) of the Morro Bay Municipal Code to allow for the placement of receptacles for smoking waste by the City of Morro Bay."

ALTERNATIVES

Council could elect to forgo the opportunity to obtain cigarette receptacles from the County of San Luis Obispo Tobacco Control and not move forward with the proposed ordinance.

FISCAL IMPACT

Amending the municipal code would create additional maintenance responsibilities to empty new cigarette receptacles, but fiscal impacts to the Public Works' Maintenance Division would be minimal.

BACKGROUND

Chapter 9.24 of the Morro Bay Municipal Code generally prohibits smoking in public places. Nevertheless, staff has received feedback from residents about smoking-related litter and cigarette butts left behind in high pedestrian traffic areas, such as the Embarcadero, Harborwalk, and Morro Rock Parking Lot. Of particular concern are cigarette butts, which create environmental issues. The City Municipal Code Section 9.24.080(B) at present prohibits the placement of smoking waste receptacles throughout areas where smoking is prohibited, including the Embarcadero. Without a place to put cigarette butts, many smokers simply throw them on the ground.

The City was recently approached by the County of San Luis Obispo Tobacco Control to participate in a pilot program to install cigarette receptacles to measure their use on the Embarcadero and Harborwalk. Staff believes participation in this program would reduce cigarette butt litter in high traffic areas and would result in fewer cigarette butts in waterways and the ocean by directing the waste into receptacles.

DISCUSSION

The proposed ordinance would permit the placement of smoking waste receptacles by the City with

Prepared By: <u> CFN </u>	Dept Review: <u> GK </u>
City Manager Review: <u> </u>	City Attorney Review: <u> CFN </u>

authorization of the Public Works Director within the City right-of-way. However, the alterations would not permit smoking in any location where these public receptacles are installed.

Trash collected in the receptacles would be removed, measured, and safely disposed in a way that prevents contamination in local waterways. Staff will monitor trash on the Embarcadero and in the Bay to determine to what degree the receptacles are reducing smoking litter. If the analysis of the cigarette receptacles determines their effectiveness at reducing cigarette butt litter, Staff will leave the receptacles installed permanently.

The City Council introduced Ordinance No. 652 at its May 10, 2022 meeting.

CONCLUSION

Staff recommends City Council adopt, by second reading and by title only with further reading waived, Ordinance No. 652, “An Ordinance of the City Council of the City of Morro Bay, California, amending Section 9.24.080(B) of the Morro Bay Municipal Code to allow for the placement of receptacles for smoking waste by the City of Morro Bay.”

ATTACHMENT

1. Ordinance No. 652

ORDINANCE NO. 652

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
AMENDING SECTION 9.24.080(B) OF THE MORRO BAY
MUNICIPAL CODE TO ALLOW FOR THE PLACEMENT OF
RECEPTACLES FOR SMOKING WASTE BY
THE CITY OF MORRO BAY**

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

WHEREAS, the City of Morro Bay (“City”) is empowered to enact legislation to protect the health, safety, and welfare of the public; and

WHEREAS, secondhand smoke has been shown to be extremely hazardous to the health and safety of those who are exposed to it; and

WHEREAS, the City’s existing secondhand smoke regulations focus on limiting or eliminating secondhand smoke in public areas; and

WHEREAS, current Morro Bay Municipal Code (“MBMC”) section 9.24.040 provides that smoking is prohibited throughout the city, including “all public areas” and “places of hotels, businesses, restaurants, bars and other public accommodations,” and as such prohibits smoking along the Embarcadero, and

WHEREAS, despite this prohibition, the City experiences smoking waste and cigarette butt littering in public spaces, which conflicts with the stated City goal in MBMC section 9.24.010(C) of “a cleaner and more hygienic environment for the city, its residents, and its natural resources”; and

WHEREAS, an intent of this ordinance amendment is to balance the City’s need to address smoking waste and cigarette butt litter in certain areas of the City, while simultaneously maintaining the City’s commitment to “protect the public health, safety and general welfare by prohibiting smoking in certain public places under circumstances where other persons will be exposed to secondhand smoke” (MBMC section 9.24.010(B)); and

WHEREAS, current MBMC section 9.24.080(B) prohibits the placement of smoking waste receptacles in public spaces where smoking is prohibited, and

WHEREAS, the regulations in MBMC Chapter 9.24 (Secondhand Smoking Regulations) have not completely eliminated the risks posed by secondhand smoke to the community nor have they prevented litter caused by smoking waste; and

WHEREAS, the City desires to amend its regulations to allow for participation in a pilot project with County of San Luis Obispo Tobacco Control to measure smoking waste receptacle usage along the Embarcadero and to address ongoing smoking waste litter, and

WHEREAS, the City desires to use information from this pilot project to more effectively protect the community from the harmful effects of secondhand smoking.

01181.0001/787432.1

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA FINDS AND ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The City Council hereby finds that the recitals set forth above are all true and correct and are incorporated herein by this reference.

SECTION 2. CODE AMENDMENT. Section 9.24.080(B) of the Morro Bay Municipal Code is hereby amended to read as follows (new text in ***bold italics***, removed text in ~~strike through~~):

“9.24.080 – Allowing, aiding, or abetting smoking.

- B. No person, employer, business, landlord or nonprofit entity shall allow the placement or maintenance of a receptacle for smoking waste in an area under his, her or its legal or de facto control in which smoking is prohibited by this chapter or other law, ~~provided however, that,~~ ***with the following exceptions:***
 - i. A receptacle may be placed at the entry to a nonsmoking area, along with a "No Smoking" sign, in order to encourage any smokers in violation of this chapter to immediately extinguish and properly dispose of smoking materials.
 - ii. ***A receptacle may be placed by the city within the public right-of-way with the authorization of the Public Works Director, consistent with an intent of this chapter to “ensure a cleaner and more hygienic environment,” although the presence of such receptacles shall not be a defense to a charge of smoking in violation of any provision of this chapter.”***

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage.

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SECTION 5. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

INTRODUCED at a regular meeting of the City Council held on the 10th day of May 2022, by motion of Council Member Addis and seconded by Mayor Heading.

PASSED AND ADOPTED on the 24th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:

JOHN HEADDING, Mayor

ATTEST:

DANA SWANSON, City Clerk

APPROVED AS TO FORM:

CHRIS F. NEUMEYER, City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)
CITY OF MORRO BAY)

I, Dana Swanson, City Clerk for the City of Morro Bay, California, do hereby certify that the foregoing Ordinance No. 652 was duly passed and adopted by the City Council of the City of Morro Bay at the regular meeting thereof, held on the 24th day of May 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Morro Bay, California, this _____ day of _____, 2022.

DANA SWANSON, City Clerk



AGENDA NO: A-6

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 11, 2022

FROM: Eric Endersby, Harbor Director

SUBJECT: Adoption of Resolution No. 44-22 Approving the Assignment and Assumption and Conditionally Authorizing the Mayor to Execute Documents Necessary for the Assignment and Assumption at Lease Site 30W-33W, and Accepting a Deed of Trust Related Thereto (Bay Front Marina, 201 Main Street)

RECOMMENDATION

Staff recommend the City Council adopt Resolution No. 44-22 allowing the assignment and assumption, and authorizing the Mayor to execute necessary documents, including a consent to encumber accepting a deed of trust related thereto, regarding the sale of the leasehold interest at Lease Site 30W-33W, with documents subject to approval of the City Attorney.

ALTERNATIVES

Do not approve Resolution No. 44-22.

FISCAL IMPACT

There is no fiscal impact to this action.

BACKGROUND

The Bay Front Marina lease site is one of the City's water-only leases on the southern waterfront, where the adjacent property is private under fee-simple ownership. In 2014, Bruce and Sue Foster and Dean and Carly Marchant purchased the private property and adjoining leasehold, and since the lease was nearing expiration, negotiated a new 20-year lease that was executed and commenced as part of their purchase of the property and lease site.

The Fosters and Marchants have decided to sell the property and leasehold, and are requesting approval of the assignment and assumption to their buyer. This assignment and assumption is subject to the normal assignment and assumption approval process as outlined in the lease.

The Fosters and Marchants are tenants in good standing.

DISCUSSION

The Fosters and Marchants have applied to have their lease agreement assigned to and assumed by WBAM. LLC, a limited liability company, (LLC) wholly owned by Craig and Kathleen Shaffer. Information about the LLC and the Shaffer's statement of qualifications, experience and proposed operation for the lease site is included with this report as Attachment 1.

Prepared By: EE

Dept Review: EE

City Manager Review: SC

City Attorney Review: JWP

As with all of our waterfront leases, this lease agreement stipulates such an assignment and assumption approval cannot be unreasonably withheld by the City, provided the proposed new master tenant “is financially reliable and qualified to conduct the business” for which the lease was granted.

The Shaffers own and operate a summer Lake Tahoe boat rental and winter snowmobile guiding business in the Tahoe area, as well as two multifamily residential rental properties. The application fee and documents necessary for the assignment have been submitted and financial and other reviews of the LLC and Shaffers are complete, and per the lease management policy staff believe the LLC is a financially acceptable partner for the City.

In addition, the Shaffers are requesting City Council approval of a Deed of Trust with Rodeo Lending against the leasehold interest in the amount of \$2.55M. The Harbor Department Lease Management Policy stipulates the City will not approve financing related to a lease site, unless such financing is for sole investment upon the lease site or for City requested public improvements. Resolution No. 44-22 will authorize the Mayor to allow the LLC to execute a new deed of trust for the purposes of financing the purchase of the leasehold.

Staff, the LLC and Shaffers will continue working together to clear up the property line and other ownership issues that have applied to the subject least for quite a while.

CONCLUSION

Staff recommends the City Council adopt Resolution No. 44-22 approving the assignment and assumption and leasehold financing as-presented for the sale and financing of Lease Site 30W-33W to the LLC.

ATTACHMENTS

1. May 1, 2022 statement of qualifications letter from Craig and Kathleen Shaffer
2. Information regarding the LLC
3. Resolution No. 44-22

5/1/2022

To the City Of Morro Bay Council and Harbor Department,

Thank you for your consideration in allowing WBAM LLC owned by myself and my wife to assume the water lease for the Bay Front Marina at 201 Main Street. My wife and I are extremely excited about this new opportunity. I have attached for you a copy of both our credit scores as well as a detailed financial statement the represents our combined assets/liabilities and holdings. We ask that the financial data be kept confidential and only viewed by those necessary for the approval.

We currently live in Truckee, CA, a town close to Lake Tahoe. My wife is a Vice President for Siemens corporation working in their utilities sector. I own and operate a boat rental business in Lake Tahoe in the summer and a snowmobile guide service in the winter. We also own and self-manage a couple multifamily residential properties in our area. We pride ourselves on providing housing below market rates to local residents. We have been doing that for almost 10 years and can provide references from our tenants. Both my wife and I have been active in marine activities most of our lives and have been commercially successful in Tahoe.

Our plans with the Bay Front Marina are to continue to run it as it has been run by the Foster's and Marchant's the past 9 years. Monthly slip rentals suit this location well and supports the purchase of the property. We are aware of the maintenance, upkeep and improvement schedule that is laid out in the water lease and will continue to fulfill those plans. Long term, we are looking to enhance the overall look and build of the marina with decking replacement and overall aesthetic appeal. We will continue to work with Gene at Land Sea Interface and have contacted Associated Pacific Contractors to assist us in long term planning.

Our long term goals are to relocate to the Central Coast and this opens the door for us to be able to do that. I grew up vacationing in the area for many years and am glad to be able to immerse myself and my family into the central coast in my adult life.

We thank you for your time and attention to this and look forward to working with you all in the future.

With Kind Regards,

Craig Shaffer

**Limited Liability Company Agreement of
WBAM LLC**

A Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of WBAM LLC , (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for WBAM LLC, a Manager-managed California limited liability company (the "Company") formed under and pursuant to California law.

B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under California law absent such a provision, this Agreement, to the extent permitted under California law, shall control.

C. Primary Business Address . The location of the primary place of business of the Company is:

15600 Donner Pass Road, Truckee, California 96161, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is Keenan Hawkins. The Agent's registered office is 11025 Pioneer Trail Suite 204, Truckee, California 96161. The Company may change its registered office, its registered agent, or both, upon filing a statement with the California Secretary of State.

E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

A. Purpose . The Company is created for the following business purpose:

The sole purpose of the Company is to purchase, develop, maintain, and otherwise rehabilitate the property located at 201-203 MAIN STREET, MORRO BAY, CA 93442 The Company shall not amend this Operating Agreement and shall engage in no other matter until any loans payable to Rodeo Lending its affiliates and assigns is paid in full.

B. Powers . The Company shall have all of the powers of a limited liability company set forth under California law.

C. Duration . The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of California. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by California law;
3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or California law.

III. Members.

A. Members . The Members of the Company (jointly the "Members") and their Membership

Interest at the time of adoption of this Agreement are as follows:

Craig Shaffer, 50%

Kathleen Shaffer, 50%

B. Initial Contribution . Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members . No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members . Except as otherwise provided for in this Agreement or otherwise required by California law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member . Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest. The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust,

partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer* . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer* . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting .

1. *Voting power* . The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies* . At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices . The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of California, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members . The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of

its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year . The Company's fiscal year shall end on the last day of December.

B. Records . All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions . Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

A. Tax Designation . The Company has or will file with the Internal Revenue Service for treatment as an S-corporation.

VI. Board of Managers.

A. Creation of a Board of Managers . The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by California law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to California law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operation of the Board of Managers . The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings* . The Board may hold meetings, both regular and special, within or outside the state of California. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a

quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers . The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers . Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents . To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board . The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery,

invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other California limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
3. Incur, create or assume any indebtedness other than as required or permitted to be

performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. Fiduciary Duties of the Board.

A. Loyalty and Care . Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of California.

B. Competition with the Company . The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

C. Duties Only to the Company . The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.

D. Reliance on Reports . In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

VIII. Dissolution.

A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section

II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the

Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of California shall have been canceled in the manner required by California law.

E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to California Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with California and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

IX. Exculpation and Indemnification.

A. No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid. D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

X. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XI. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are

free to file suit. Any law suits will be under the jurisdiction of the state of California.

XII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIII. General Provisions.

A. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of California (without regard to conflicts of law principles thereof).

G. Application of California Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of California law.

H. Amendment . This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with California law.

I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of May 9th, 2022. This LLC Operating Agreement is executed and agreed to by:

Craig Shaffer

05/09/2022
Craig Shaffer
Craigshaf@gmail.com

Kathleen Shaffer

05/09/2022
Kathleen Shaffer
Kathy.shaffer@hotmail.com

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of WBAM LLC are as follows:

Craig Shaffer

Contribution:

Time and Effort valued at \$0.00

Kathleen Shaffer

Contribution:

Time and Effort valued at \$0.00

Bay Front Marina
WMBA LLC
Simple Summary
5/16/2022

Company:

WBAM LLC is owned fully by Craig And Kathleen Shaffer as an entity to own and operate the Bay Front Marina and upland houses. The LLC was created in May of 2022 as a single purpose entity for Bay Front Marina.

Financial Summary:

WBAM LLC is being funded with an initial \$1.1M by personal assets from Craig and Kathleen Shaffer to cover the down payment, loan fees, closing fees and initial startup. A loan for \$2.55M is being extended by Rodeo Lending. Once purchased, the income from rents and dockages covers the full cost of running, maintaining and debt servicing the Marina. Additionally, Craig and Kathleen Shaffer have personal assets that can be dedicated to the Marina as necessary. Review of our personal financial statement should be adequate in confirming our ability to maintain the Marina outside of incoming rents.

Please see the simple montly financial outlook for the first 12 months of operation.

Income

House Rents	\$	8,500.00
Dockage Rents	\$	19,000.00
Office Rent	\$	600.00
Gross Income	\$	28,100.00

Expenses

Debt Service	\$	17,000.00
Insurance	\$	800.00
Water Lease	\$	2,850.00
Maintenance	\$	2,000.00
Utilities	\$	1,500.00
Property Tax	\$	2,000.00
Expenses Total	\$	26,150.00

Monthly Net	\$	1,950.00
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Thank You,

Craig and Kathleen Shaffer



202250616235



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: 202250616235

Date Filed: 5/9/2022

B0719-0322 05/09/2022 11:06 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	WBAM LLC
Initial Street Address of Principal Office of LLC Principal Address	15600 DONNER PASS ROAD TRUCKEE, CA 96161
Initial Mailing Address of LLC Mailing Address Attention	15600 DONNER PASS ROAD TRUCKEE, CA 96161 Craig Shaffer
Agent for Service of Process Agent Name Agent Address	Keenan Hawkins 11025 PIONEER TRAIL SUITE 204 TRUCKEE, CA 96161
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Craig Shaffer</i> Organizer Signature	<i>05/09/2022</i> Date

RESOLUTION NO. 44-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ASSIGNING LEASE SITE 30W-33W TO WBAM, LLC AND CONDITIONALLY
AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY FOR THE
ASSIGNMENT AND ASSUMPTION, AND FOR A NEW LOAN FOR THE LEASE
PURCHASE AND ACCEPTING A DEED OF TRUST RELATED THERETO
AT LEASE SITE 30W-33W, LOCATED AT 201 MAIN STREET, MORRO BAY**

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

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

WHEREAS, since 2014, Bruce and Sue Foster and Dean and Carly Marchant have been the lessees of Lease Site 30W-33W, located at 201 Main Street and are tenants in good standing; and

WHEREAS, the Fosters and Marchants are selling the leasehold interest and improvements to WBAM, LLC, a limited liability company owned and operated by Craig and Kathleen Shaffer; and

WHEREAS, the Fosters, Marchants and WBAM LLC have satisfactorily submitted the necessary documents for the assignment and assumption; and

WHEREAS, WBAM LLC, is requesting approval of a deed of trust with Rodeo Lending in the amount of \$2.55M to secure the financing to purchase the Lease Site using the lease agreement and improvements as security.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, as follows:

1. The City Council approves assignment and assumption of the leasehold interest to WBAM, LLC.
2. The Mayor is hereby authorized to execute said assignment and assumption, as approved by the City Attorney.

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3. The Mayor is hereby directed to execute, as necessary, any and all documents, as approved by the City Attorney, necessary to consummate the deed of trust desired by WBAM, LLC.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 24th day of May, 2022 on the following vote:

AYES:
NOES:
ABSENT:

John Heading, Mayor

ATTEST:

Dana Swanson, City Clerk

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AGENDA NO: A-7

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 11, 2022

FROM: Eric Endersby, Harbor Director

SUBJECT: Approval of Lease Agreement between the City of Morro Bay and State of California Department of Fish and Wildlife for Exclusive Tie-Up Space on the North T-Pier for a Patrol Vessel Accommodation Dock

RECOMMENDATION

Staff recommends the City Council approve Resolution 45-22 and attached three-year Lease Agreement with the State of California Department of Fish and Wildlife (DFW) for dedicated pier space on the North T-Pier for their patrol vessel BLUEFIN dock.

ALTERNATIVE

Do not approve Resolution No. 45-22.

FISCAL IMPACT

If approved, there will be an annual revenue increase to the Harbor Department budget of \$3,631.80/year. The expiring Lease Agreement with the State is for \$6,570.00/year (\$547.50/month), while the proposed new agreement is for \$10,201.80/year (\$850.15/month). As was the existing rate, the new rate is based on the current T-Pier daily rate.

BACKGROUND

In 2001, DFW desired an assigned exclusive berthing location on the North T-Pier for their patrol vessel BLUEFIN. To accommodate this, in 2003 the City and State entered into a Lease Agreement where the State paid rent for a 60-foot portion of the outside face on the north end of the pier.

The current Council-approved three-year agreement expires on June 30, 2022, and DFW wishes to continue with the use and a new agreement.

DISCUSSION

Staff is proposing the attached Lease Agreement for Council approval, based on the State's lease agreement template, highlighting the following:

- Three-year term, expiring June 30, 2025
- Annual rent of \$10,201.80 (\$850.15/month)
- Agreement allows exclusive DFW use of the DFW-supplied and maintained dock

Prepared By: LS

Dept Review: EE

City Manager Review: SC

City Attorney Review: JWP

CONCLUSION

Staff believe the continued use of tie-up space at the North T-Pier for the DFW patrol vessel BLUEFIN dock is beneficial to both the City and State, and is recommending approval of the Resolution and Lease Agreement to allow it.

ATTACHMENTS

1. Proposed Lease Agreement
2. Resolution 45-22

DELEGATED SHORT FORM LEASE

DFW 578 (REV 03/18/22)

<u>LEASE COVERING PREMISES LOCATED AT:</u> City of Morro Bay 1275 Embarcadero Morro Bay, CA 93442
<u>LESSOR'S FEDERAL TAX. I.D. OR SOCIAL SECURITY NUMBER:</u> 95-2308629
<u>TENANT AGENCY:</u> California Department of Fish and Wildlife

File Number: 1661-002

Project Number: 5491

THIS LEASE, made and entered into this 9 day of May, 2022 by and between City of Morro Bay hereinafter called Lessor, and the State of California, by and through its duly appointed, qualified and acting Director of the Department of Fish and Wildlife, hereinafter called State.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situated in the City of Morro Bay, County of San Luis Obispo, State of California, and more particularly described as follows:
North "T" Pier attachment of a 60' floating dock.
2. The term of this lease shall commence on July 1, 2022, and shall end on June 30, 2025, with such rights of termination as may be hereinafter expressly set forth.
3. State may terminate this lease any time effective on or after July 1, 2022 by giving notice to Lessor at least thirty (30) days prior to the date when such termination shall become effective.
4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows:
Eight Hundred Fifty Dollars and Fifteen Cents (\$ 850 .15)
From: July 1, 2022 through June 30, 2025
5. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

To the Lessor at: City of Morro Bay 1275 Embarcadero Morro Bay, CA 93442	Phone: (805) 772-6254 email Address: lstilts@morrobayca.gov
California Department of Fish and Wildlife Business Management Branch Facilities Management Unit PO Box 944209 Sacramento, CA 94244-2090	Phone: (916) 445-5111 email Address: Facilities@wildlife.ca.gov

Nothing herein contained shall preclude the giving of any such written notice by personal service.

DELEGATED SHORT FORM LEASE

DFW 578 (REV 03/18/22)

- ~~6. Lessor agrees that, prior to, the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "Project No. _____" dated _____, and in accordance with Exhibit "B", consisting of three (3) pages, titled "Project No. _____" dated _____, which Exhibits "A" and "B" are by this reference incorporated herein.~~
7. Lessor shall furnish to State, during the lease term, at Lessor's sole cost, the following services and utilities:
 - A. N/A
 - B. N/A
 - C. N/A
8. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damage arising from the negligence of State's agents, invitees or employees.
9. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises.
10. Lessor agrees that State, keeping and performing the covenants and agreements herein contained on the part of State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly, have hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.
11. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease, shall, in the case of total destruction of the leased premises, immediately terminate. In case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.
12. Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.
13. To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises, Lessor releases State from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.
14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
15. Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

DELEGATED SHORT FORM LEASE

DFW 578 (REV 03/18/22)

- 16. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 17. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.
- 18. Lessor hereby represents and certifies that it has fully complied and covenants to remain in compliance during the term of this lease, with Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code Section 10115 et seq., and further agrees that the State or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Lessor agrees to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Lessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.
- 19. Upon completion of this lease, Lessor agrees to submit a final report identifying all DVBEs used in providing services or supplies to this lease. Efforts to include DVBEs in this contract do not end with the award of a lease, but continue for as long as the Lessor is purchasing materials and supplies and needs subcontractors in meeting its obligations to State pursuant to this lease.
- 20. Except in emergency situations, the Lessor shall give not less than 24 hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

— —

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
 DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:
 By Melinda Peacock Date: 5/9/2022
 Signature A0CFE4491...

Melinda Peacock
Branch Chief
Business Management Branch

LESSOR

By _____ Date: _____
 Signature

 Printed Name

 Title

RESOLUTION NO. 45-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING A LEASE AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE FOR EXCLUSIVE TIE-UP SPACE ON THE
NORTH T-PIER FOR A PATROL VESSEL
ACCOMMODATION DOCK**

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

WHEREAS, in 2019 the City of Morro Bay entered into a three-year Lease Agreement with the State of California Department of Fish and Wildlife for exclusive tie-up space on the North T-Pier for an accommodation dock for the Department of Fish and Wildlife's patrol vessel BLUEFIN, and,

WHEREAS, the California Department of Department of Fish and Wildlife wishes to continue the use and enter into a new three-year Lease Agreement; and,

WHEREAS, the California Department of Department of Fish and Wildlife and City have agreed to terms and conditions of a new three-year Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California as follows:

1. Approval of the attached three-year Lease Agreement with the California Department of Fish and Wildlife for exclusive use of space on the North T-Pier for a patrol vessel accommodation dock is hereby approved.
2. The Mayor is hereby authorized to execute the lease document.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 24th day of May 2022 on the following vote:

AYES:
NOES:
ABSENT:

John Headding, Mayor

ATTEST:

Dana Swanson, City Clerk



AGENDA NO: A-8

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 12, 2022

FROM: Eric Endersby, Harbor Director

SUBJECT: Approval of Resolution No. 46-22 Authorizing a New Lease Agreement with United States Coast Guard to Lease a Maintenance and Storage Facility for the Coast Guard Station Morro Bay, Located at 1620 Embarcadero.

RECOMMENDATION

Staff recommends the City Council approve Resolution No. 46-22 authorizing a one-year Lease Agreement, with four one-year successive options to renew, with the United States Coast Guard (USCG) for use of a portion of the City's Harbor Department gear storage yard and building located at 1620 Embarcadero.

ALTERNATIVE

Do not approve Resolution No. 46-22.

FISCAL IMPACT

There will be increase in revenue to the Harbor Department budget of ~\$200 per year under the new agreement. The USCG's annual rent will be \$10,099.33 at a rate of \$841.61 a month, starting October 1, 2022 with annual CPI adjustments.

BACKGROUND

The USCG is currently leasing a small Harbor Department storage building and yard area for their Station Morro Bay needs, and has been since 2014 under successive lease agreements. Their current lease agreement expires on September 30, 2022, and the USCG wishes to renew it.

DISCUSSION

The new lease continues use of the approximate 1000 sq. ft. maintenance and storage building along with a fenced outdoor area of approximately 5100 sq. ft. located at 1620 Embarcadero with the same conditions as previously approved.

Staff is proposing the attached new agreement with the following highlights:

- One-year term, with an option to administratively extend for four successive one-year periods.
- Annual rent of \$10,099.33/year (\$841.61/month) with an annual CPI adjustment based on the San Francisco area index.
- Provision that if the City's easement use of the power plant property to which the facility is

Prepared By: LS

Dept Review: EE

City Manager Review: SC

City Attorney Review: JWP

located be revoked, then the lease agreement between USCG and the City can be terminated.

CONCLUSION

Staff recommends the City Council adopt Resolution No. 46-22, authorizing the Mayor to sign a lease agreement with the USCG for the use of the Harbor Department's maintenance storage building and yard area located at 1620 Embarcadero to enable USCG Station Morro Bay to store and maintain their gear and equipment for up to an additional five-year period, including four one-year extensions, which can be signed by the Harbor Director.

ATTACHMENTS

1. Proposed new Storage Lease Agreement with the United States Coast Guard
2. Resolution No. 46-22

U. S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 01 October 2022	LEASE NO. HSCG89-22-1-0029
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PURPOSE: Pursuant to specific Congressional appropriations and 14 USC 501 (e), the statutory authority, the parties understand that the sole purpose of this lease is to secure for the United States a lease for a maintenance building at Station Morro Bay. The address of the leased building is 1620 Embarcadero, Morro Bay 93442.

THEREFORE THIS LEASE, made and entered into this date by and between **City of Morro Bay**, whose address is **1275 Embarcadero, Morro Bay, CA 934222**, and whose interest in the property hereinafter described is that of owner (“LESSOR”), and the Commanding Officer US Coast Guard SILC, Product Line Division, Portfolio Management Branch, Oakland, CA, on behalf of the **UNITED STATES OF AMERICA**, hereinafter called the (“Government:”), pursuant to 14 U.S.C. 501 (E), for the consideration hereinafter mentioned.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:
Lessor hereby leases to the Government the following described premises:

1. To be used for: **Exclusive use of a 1,000 square foot building and a fenced outdoor layout area approximately 5,100 square foot located at 1620 Embarcadero, Morro Bay, CA 93442 in San Luis Obispo County. Latitude: 35.376027, Longitude – 120.859968**
2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on **1 October 2022** through **9/30/2027** subject to termination and renewal rights as may be hereinafter set forth.

ACCOUNTING DATA:

3. The Government shall pay the Lessor annual rent of **\$10,099.33** annually in arrears with a monthly payment of **\$841.61**, provided annual appropriations are granted by Congress. Rent for a lesser period of time shall be prorated. Electronic (ACH) rent payments shall be made to lessor and processed as explained in paragraph 26.
4. The Government may terminate this lease, at any time without cause, by giving at least **thirty (30)** days’ written notification to the Lessor. Rent shall not accrue from date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This lease may be renewed at the option of the Government for **4 (four) (1) one year** options starting **01 October 2023** periods with the same conditions and payment formula listed in article #3 (three) above provided adequate funds are appropriated annually by Congress. For each of the 4 (four) extension periods the rent will be increased by 2% (annually) over the then effective rent.
6. The Lessor shall furnish to the Government the following:
 - a. The right of ingress and egress over the adjacent property of the Lessor for the Government, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair operation and replacement of Government equipment located on its leased premises.
 - b. The right to maintain the range lines of sight for navigation free from obstruction and debris.
 - c. The Lessor shall notify the Government, in writing, within thirty (30) days of any:
 - 1) Transfer of ownership of the described premises.
7. The following are attached and made a part hereof:

-
- a. The General Clauses (GSA form 3517B as amended) – Contract Article 27
 - b. Area Map Exhibit “A”

8. **SUCCESSORS BOUND:** The Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

9. **SUBLETTING/ASSIGNMENT:** Government may not sublet or assign lease premises to without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

10. **ENVIRONMENTAL PROTECTION:** The Government is limited by Federal Law as to the assumption of liability for its acts or omissions. Within its legal limitations and appropriations, the Government agrees to the following: Government may not unlawfully pollute the air, ground or water, nor create a public nuisance. Government shall, at no cost to the Lessor, promptly comply with all applicable Federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the Government’s right to contest the validity of such laws, regulations or directives or to try to enjoin their applicability. Government shall use all required means to protect the environment and natural resources from any damage arising from Lessee’s use of the facility and activities incident to its use. If any damage results to the environment or natural resources, Government shall restore the environment or damaged resources. Government agrees to comply with all applicable federal, state and local environmental laws and regulations, including, but not limited, to those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.

11. **ANTI-DEFICIENCY ACT:** (31 USC §1341 as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of appropriation thereof.

12. **INDEMNIFICATION:** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC Sections 2671-2680) shall be liable for claims for damages or cost and expenses, including but not limited to fire damage, loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, invitees, employees and agents in the use of the property.

13. **INSURANCE:** Government is a sovereign entity and as such is not required to provide Lessor with any certificate of insurance or notice of renewal, termination, cancellation, expiration or alteration of insurance policy.

14. **OWNERSHIP OF IMPROVEMENTS:**
It is understood and agreed that any improvements added by the Government belong to the Government.

15. **EQUIPMENT INSTALLATION AND OPERATION.** The Government shall have the right during the term of this Lease to install, operate, maintain, repair, and replace upon the Premises, including but not limited to any other improvement presently existing or to be constructed upon the Premises, or related or ancillary to, the operation, performance, and maintenance of the equipment and infrastructure. Upon termination of this Lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of the equipment or any part thereof, and the Government shall conduct its removal of the equipment or any part thereof in a reasonable and safe manner and within a reasonable period of time, in accordance with all Federal, state, and local law.

16. **IMPROVEMENTS AND ALTERATIONS.** The Government shall have the right during the term of this lease, as long as the prior written consent of Lessor is received by the Government, which consent shall not be unreasonably withheld or delayed by Lessor, to make improvements and alterations, erect structures, and attach fixtures and signs upon the Premises. Government acknowledges that Lessor’s consent to the installation of any such improvements may be conditioned upon a reasonable increase in the Rental Amount payable by Government to Lessor pursuant to condition 3 of this Agreement. If Lessor consents to the installation of such improvements, Lessor shall deliver to Government an amendment to this Agreement and any other documents required to evidence such a modification. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Premises. Any improvements, structures, fixtures or signs attached to or otherwise erected upon the Premises shall remain the property of the Government and may be removed or otherwise disposed of by the Government.

Such disposition by the Government may include abandoning the improvement, structure, fixture, or sign in place. The Government shall be under no obligation to restore the Premises, or any part thereof, upon termination of this Lease.

17. **OFFICIALS NOT TO BENEFIT:** No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or any benefit to arise there from, but this provision shall not be construed to extend to this Lease if made with a corporation whose membership, includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this Lease.

18. **AMENDMENT OR MODIFICATION:** No amendment or modification shall be valid unless evidenced by an agreement in writing signed by both parties.

19. **GOVERNING LAW:** The parties shall construe the Lease to be in accordance with and governed by the laws of the State of _____, insofar as those laws are consistent with applicable federal laws and regulations.

20. **SEVERABILITY:** If any term or provision of this Lease is held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

21. **PAYMENTS OF TAXES AND ASSESSMENTS:**
The Government is not responsible for or liable for the payment of any real property taxes, personal taxes or assessments levied or assessed upon or against the leased premises.

22. **ENTIRE AGREEMENT:** This Lease, with attachment, constitutes the only agreement between Lessor and Government. Any prior understanding or representation of any kind, which proceeded the date of this Lease, are not binding on either party, except to the extent the understandings are incorporated into this Lease.

23. **MUTUAL AUTHORITY:** Lessor and Government represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatories on behalf of Lessor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Government in entering into this lease.

24. **LEASE ADMINISTRATION:**
The following office shall administer this Lease:

25. **TAX IDENTIFICATION:** Government regulations require a Lessor tax identification number (TIN/SSN). Lessor hereby certifies that the following TIN/SSN and telephone number are correct:

TIN/SSN: _____
Telephone Number: _____
DUNS: _____
Registered in SAM: Yes No

Date Signature

26. **PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGMENT:**

a. Method of Payment:

1) All payments by the Government under this Lease shall be made by electronic transfer (EFT), except as provided in Subparagraph a.2 of this Paragraph. As used in this Paragraph, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

2) In the event the Government is unable to release one or more payments by EFT, Lessor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government extend the payment due date until such time as the Government can make payment by EFT (see Subparagraph d. of this Paragraph).

b. Lessor EFT information. The Government shall make payment to Lessor using the EFT information contained in the System for Award Management (SAM) database. In the event the EFT information changes, Lessor shall be responsible for providing the updated SAM database.

c. Mechanisms for EFT payment. The Government may make payments by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. If Lessor EFT information in the SAM database is incorrect, then the Government need not make payment to Lessor under this Lease until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of this Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply. For purposes of clarification, during any such suspension all payments due under the lease shall continue to accrue, and be payable when Lessor's EFT information is corrected in the SAM database.

e. Lessor EFT arrangements. If Lessor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and Lessor has not notified the Government of the payment receiving point applicable to this Lease, then the Government shall make payment to the first payment receiving point (EFT information set or remittance address is applicable) listed in the SAM database.

f. Liability for incomplete or erroneous transfer:

1) If an incomplete or erroneous transfer occurs because of the Government used Lessor's EFT information incorrectly, then the Government remains responsible for making a correct payment, paying any prompt payment penalty due and recovering any erroneously directed funds.

2) If any incomplete or erroneous transfer occurs because Lessor's EFT information was incorrect, or was revised within thirty (30) days after the Government release of the EFT payment transaction instruction to the Federal Reserve System, and if funds are no longer under the control of the payment office, then the Government is deemed to have made payment and Lessor is responsible for recovery of an erroneously directed funds or if the funds remain under the control of payment office, then the Government shall not make payment, and the provisions of Subparagraph d. of this Paragraph shall apply.

g. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date; provided that the specified payment date is a valid date under the rules of the Federal Reserve System.

h. EFT and assignment claims. If Lessor assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, then Lessor shall require, as a condition of any such assignment, the assignee shall register in the SAM database and shall be paid by EFT in accordance with the terms of this Paragraph. In all respects, the requirements of this clause shall apply to the assignee as if it were Lessor. EFT information that shows the ultimate recipient of the transfer to be other than Lessor, in the absence of proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Subparagraph d. of this Paragraph.

i. Liability for change to EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by Lessor's financial agent.

j. Payment information. The payment or disbursing office shall forward to Lessor available payment information that is suitable for transmission as of the date of release of EFT instruction to the Federal Reserve System. The Government may request Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with Subparagraph a. of this Paragraph, then the Government shall mail the payment information to the remittance address contained in the SAM database.

method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

28. ADDITIONAL TERMS OF LEASE:

a. This lease is being written, executed and subject to the terms and conditions stated in Easement Number LD 2229-10 0437, between the City of Morro Bay and the Pacific Gas and Electric Company; and successors. Section 28 of the lease is being used to identify this fact and include the following terms to this lease.

- 1.) The City of Morro Bay shall notify the Coast Guard in writing, no less than 30 days, and prior to any revocation or termination of Easement Number: LD 2229-10-0437.
- 2.) In the event that Easement Number: LD 2229-10-0437 is revoked or becomes invalid, this lease would be subject to termination under Section 4 of this lease. Any and all other termination clauses found in this lease will remain in full effect.

27. CLAUSES INCORPORATED BY REFERENCE. This lease incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The full text may be found in GSA Form 3517B (Rev. 4/2015), and the following clauses are incorporated by reference:

GSA Form 3517B			
<u>Clause Number</u>	<u>48 CFR Reference</u>	<u>Clause Title</u>	
3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT	
4	552.270-24	STATEMENT OF LEASE	
5	552.270-25	SUBSTITUTION OF TENANT AGENCY	
6	552.270-26	NO WAIVER	
8	552.270-28	MUTUALITY OF OBLIGATION	
9	--	DELIVERY AND CONDITION	
10	--	DEFAULT BY LESSOR	
14	--	COMPLIANCE WITH APPLICABLE LAW	
17	52.204-7	SYSTEM FOR AWARD MANAGEMENT	
18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	
19	552.270-31	PROMPT PAYMENT	
20	552.232-23	ASSIGNMENT OF CLAIMS	
21		PAYMENT	
22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	
24	552.270-32	COVENANT AGAINST CONTINGENT FEES	
28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	
30	552.270-13	PROPOSALS FOR ADJUSTMENT	
31	--	CHANGES	
32	552.215-70	EXAMINATION OF RECORDS BY GSA	
34	52.233-1	DISPUTES	
35	52.222-26	EQUAL OPPORTUNITY	
36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	
38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	
39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	
40	52.222-37	EMPLOYMENT REPORTS VETERANS	

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME: Loren Mollner
	OFFICIAL TITLE OF SIGNER Real Estate contracting Officer CEU Oakland California

RESOLUTION NO. 46-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING A LEASE AGREEMENT
WITH THE UNITED STATES COAST GUARD
TO LEASE A STORAGE/MAINTENANCE BUILDING AND YARD SPACE
LOCATED AT 1620 EMBARCADERO ROAD**

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

WHEREAS, since 2014, the United States Coast Guard Station Morro Bay has leased a Harbor Department storage/maintenance building and yard area to help the Coast Guard serve its mission on the Central Coast; and,

WHEREAS, the current one-year lease agreement with four one-year options for renewal is set to expire on September 30, 2022; and

WHEREAS, the United States Coast Guard wishes to execute another one-year lease agreement with four one-year options for renewal and the City wishes to continue this beneficial relationship; and

WHEREAS, the United States Coast Guard and City have agreed to terms and conditions to enter into a new lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California as follows:

1. Approval of the attached new lease agreement with the United States Coast Guard for storage at 1620 Embarcadero is hereby approved and the Mayor is hereby authorized to execute the lease document.
2. The Harbor Director is hereby authorized to execute each of the four one-year options to renew if the United States Coast Guard exercises its right to renew the lease.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 24th day of May, 2022 on the following vote:

AYES:
NOES:
ABSENT:

John Heading, Mayor

ATTEST:

Dana Swanson, City Clerk

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AGENDA NO: A-9

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 19, 2022

FROM: Dana Swanson, City Clerk

SUBJECT: Consideration of Appointment of Jan Goldman to the Public Works Advisory Board

RECOMMENDATION

Staff recommends the City Council consider appointment of Jan Goldman to the Public Works Advisory Board ("PWAB") to complete an unexpired term through January 31, 2025.

ALTERNATIVES

Direct staff to continue to recruit and re-advertise the vacant position.

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND/DISCUSSION

In February 2022, upon accepting a position as the City Engineer for the City of Morro Bay, Eric Riddiough resigned from his position on the PWAB, resulting in a vacancy for a term ending January 31, 2025. The City began a recruitment to fill that unscheduled vacancy, along with others on the Citizens Oversight/Finance Advisory Committee, Harbor Advisory Board and Recreation and Parks Commission. Recruitment information was distributed via the City website, City social media, printed ads and flyers in the City Hall and Library kiosk.

As of the May 13, 2022, application deadline, the City received one application submitted by Jan Goldman to serve on the PWAB. No applications were received for the other advisory bodies so the City will extend the recruitment to fill the remaining positions.

Ms. Goldman previously served on the PWAB from 2013 – 2021 and also served on the General Plan Advisory Committee from 2015 – 2018. Given her dedication to the Morro Bay community and advisory body experience, staff recommends the City Council consider the appointment of Ms. Goldman to fill the current unscheduled vacancy.

CONCLUSION

Staff recommends the City Council review Ms. Goldman's application, and by vote, decide if they wish to fill the vacant PWAB position. This term will expire on January 31, 2025.

Prepared By: <u> DS </u>	Department Review: <u> </u>
City Manager Review: <u> SC </u>	City Attorney Review: <u> </u>

ATTACHMENT

1. Jan Goldman PWAB Application

MAY 2 2022

City Clerk



CITY OF MORRO BAY ADVISORY BODY APPLICATION

Contact Information

Full Name Janith Goldman	Home Phone [REDACTED]
Street Address [REDACTED]	Cell Phone [REDACTED]
Mailing Address (if different than above)	Work Phone
City, State, Zip Code Morro Bay, California, 93442	Email Address [REDACTED]

Do you live within the Morro Bay City Limits? Yes No

Are you registered to vote in the City of Morro Bay? Yes No

Advisory Body Information

I would like to be considered for appointment to the following Commission/Advisory Body:

- Citizens Oversight and Citizens Finance Advisory Committee
- Harbor Advisory Board
 - Marine-Oriented Business
 - Waterfront Leaseholder
 - Recreational Boating
 - Member-at-Large
 - South Bay/Los Osos Representative
 - Morro Bay Commercial Fisherman's Association (MBCFO)
 - Alternate Member to MBCFO
- Planning Commission
- Public Works Advisory Board
- Recreation & Parks Commission
- Tourism Business Improvement District Advisory Board
 - Hotelier (Member-at-Large)
 - Hotelier (No. of rooms _____)
 - Vacation Rental Representative
 - Community Member-at-Large
- SLOCOG Citizens Transportation Advisory Committee (CTAC) - County and Regional Board

Must be a resident and registered to vote in the City of Morro Bay during the term of appointment.

Employment Information

Present or Last Employer Morro Bay Visitor's Center	Position or Occupation "greeter"
Employer Address 695 Harbor Street	How Many Years 10
City, State, Zip Code Morro Bay, California, 93442	

Education and Training

Institution Name, City and State	Major, Degree or Area of Study
California State University San Jose	Social Sciences and Psychology
California state University Long Beach	Elementary Education: students with learning disabilities

Qualifications and Interests

Please use the space provided, or attach a separate document, responding to the questions below. If desired, you may attach a resume or other additional documentation for consideration.

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?
I have previously served on the Public works Advisory Board. The main issues during my tenure were the new waste water plant and the One Water Plan. The increase in water rates and the ongoing street repairs were also discussed. I also served on the GPAC which revised the city growth plan through 2040.
2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?
I have no technical training or skill to qualify me for an appointment to this board....only my long held interest in, and love for, Morro Bay. I am involved in many volunteer organizations in the city, such as Morro Bay in Bloom and MBOSA.
3. Why are you interested in serving on this advisory board, commission, or committee?
I love Morro Bay and I like to keep up on developments in town. I am interested in learning more about the possibility of off-shore wind and the battery storage plant proposed by Vistra. I like knowing and learning about how the city operates.

I have read the Advisory Bodies Handbook regarding the expectations and responsibilities of this Commission/Advisory Board/Committee and, should I be appointed, am able and willing to devote the necessary time to perform the required duties.


(Signature)

April 28, 2022
(Date)

This application is a public record that be disclosed to the public upon request. All appointees to a City Commission, Advisory Board, or Committee will be required, in accordance with State law to file a "Statement of Economic Interest Form 700" which remains available for public inspection.

Completed applications may be emailed to cityclerk@morrobayca.gov or mailed to: Office of the City Clerk, City Hall, 595 Harbor Street, Morro Bay, CA 93442

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
DECLARING JUNE 3, 2022 TO BE
“HUNGER AWARENESS DAY”**

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

WHEREAS, the SLO Food Bank is the leading hunger relief organization in the county;
and

WHEREAS, the SLO Food Bank was founded in 1989, and has provided 33 years of
hunger relief throughout the community; and

WHEREAS, the SLO Food Bank provides the backbone infrastructure for hunger relief
and is the primary source of quality and affordable food for over 80 partner nonprofit agencies
that feed the hungry; and

WHEREAS, the SLO Food Bank and its coalition partners deliver nutritious food to those
in need to every community in the county, from Nipomo to San Miguel, on the coast from Los
Osos to San Simeon, and to points east including Creston, Shandon, and California Valley; and

WHEREAS, the SLO Food Bank provides millions of pounds of only the most
wholesome nutrition which advances and promotes important public health outcomes; and

WHEREAS, the SLO Food Bank is coordinating a countywide promotion called Hunger
Awareness Day on June 3rd this year; and

WHEREAS, the SLO Food Bank believes that the people of our county will rally in a one
day push to donate funds needed to alleviate local hunger; and

WHEREAS, people giving donations on, June 3, 2022, can raise the funds needed to
help alleviate hunger.

NOW, THEREFORE, BE IT RESOLVED, that the Morro Bay City Council does hereby
proclaim June 3, 2022, as Hunger Awareness Day in Morro Bay.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
seal of the City of Morro Bay to be
affixed this 24th day of May, 2022

JOHN HEADDING, MAYOR
City of Morro Bay, California

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**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
DECLARING NATIONAL SAFE BOATING WEEK
MAY 21 THROUGH MAY 27, 2022**

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

WHEREAS, for over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, BE IT RESOLVED, that the Morro Bay City Council does hereby support the goals of the Safe Boating Campaign and proclaim May 21-27, 2022 as National Safe Boating Week and the start of the year-round effort to promote safe boating, and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
seal of the City of Morro Bay to be
affixed this 24th day of May, 2022

JOHN HEADDING, MAYOR
City of Morro Bay, California

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AGENDA NO: B-1

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council **DATE:** May 4, 2022

FROM: Nancy Hubbard, Contract Planner

SUBJECT: Request for an amendment to the Land Use Map within the General Plan/Local Coastal Program adopted in 2021 and receipt and filing of an addendum to the related environmental impact report. The change from District Commercial to Community Commercial is consistent with the proposed new zoning designation for the site. The site is adjacent to similarly designated sites along Main Street.

RECOMMENDATION:

This item is to be continued to a date certain, June 14, 2022 Regular Meeting, which will be held via teleconference.

Prepared By: NH Dept Review:
City Manager Review: SC City Attorney Review: JWP

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AGENDA NO: C-1

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 16, 2022

FROM: Eric Endersby, Harbor Director
Scot Graham, Community Development Director

SUBJECT: Adoption of Resolution No. 48-22 Approving Consent of Landowner Document for California Coastal Investments, LLC (doing business as Libertine Brewing Company; Eric Newton) for Redevelopment of Lease Site 86/86W (801 Embarcadero Road)

RECOMMENDATION

Staff recommend the City Council adopt Resolution No. 48-22, approving a Consent of Landowner (COL) document for California Coastal Investment’s redevelopment proposal (doing business as Libertine Brewing company) for Lease Site 86/86W as-presented, and provide staff direction as-appropriate.

ALTERNATIVES

Do not approve Resolution No. 48-22 and the Libertine COL, and provide staff direction as to the next steps for staff to take, understanding the Council’s role is not to redesign the project as that is the role of the Planning Commission. So, those next steps would be either to have staff and Eric Newton develop a new plan for Planning Commission consideration or for staff to prepare and advertise a Request for Proposals for the lease site.

FISCAL IMPACT

There is no fiscal impact to this action at this time. If this lease site is redeveloped as-proposed, then the new on-site transient occupancy (hotel) activity will generate additional percent gross revenues for the Harbor Fund, as well as new TOT revenues for the General Fund.

BACKGROUND

A three-year interim lease was executed with Libertine Brewing Company, Inc. for Lease Site 86/86W, effective October 1, 2020. Mr. Newton, the owner/operator of Libertine, was the subtenant under the previous master leaseholder, Burt Caldwell. Mr. Caldwell, under a Pipkin lease, had attempted to redevelop the site over numerous iterations over the past two decades, none of which came to fruition, so he let the site revert back to the City after the two-year interim lease on the site expired effective September 30, 2020.

Primarily because at the time the City and community were in the midst of the COVID-19 pandemic and all its economic uncertainties, the Council opted to enter into a three-year interim lease with Mr. Newton to allow him to develop and submit a proposal for the site’s redevelopment. This lease

Prepared By: EE

Dept Review: EE

City Manager Review: SC

City Attorney Review: JWP

provided for a September 30, 2021, deadline for Mr. Newton to submit his long-term vision for the site, including building size and type, uses and operations, a redevelopment timeline and proposed financing for the redevelopment.

Starting in October, 2020, and continuing regularly to this day, Mr. Newton has been working with Community Development and Harbor staff in crafting a proposal, including development of basic plans and drawings, to redevelop the site. The process outlined by the City Council and staff was for Mr. Newton to submit his plans to the Planning Commission in a “Conceptual Review” format. The Conceptual Review meeting was held at the February 1, 2022, Planning Commission (PC) meeting, and the PC provided input in the following areas:

Setbacks

- Setback the front of the building to provide an 8-foot sidewalk on Embarcadero.
- Second floor front facing elevation does not step back from first floor.

View Corridor

- Revise project to better address the required 45-degree angle view corridor requirement from the street end.

Second Floor Coverage

- Project second floor was significantly over the 70% floor area limitation of the first floor. Revise drawings to create a second floor view deck and reduce building area on second floor to 70% of the first floor area.

Public Benefit

- Creation of the plaza in the area of the street end is a good design feature and provides opportunity for events.
- 15’ Harborwalk (10’ is required) provides a good transition to the Harborwalk Plaza project to the north.

Mr. Newton has continued to refine the project design since the conceptual review meeting and now has a plan that addresses the primary issue/concerns that were raised by the Planning Commission at the meeting; the project provides the eight-foot sidewalk along Embarcadero, reduces the second floor square footage to 70% of the first floor square footage and the upper floor has been redesigned to provide the 45 degree view angle required by the Waterfront Masterplan.

DISCUSSION

Now that Mr. Newton has completed the Conceptual Review process and his proposal is deemed ready for regular Conditional Use Permit (CUP) discretionary review of the Planning Commission and City Council, it is appropriate for the City Council to approve a Consent of Landowner (COL) in order to give Mr. Newton legal permission, as landlord, to submit his full set of plans to start the CUP approval process. It is Mr. Newton’s intent to complete this project under the ownership of California Coastal Investments, LLC, a limited liability company (LLC), of which he is principal and which has existed since June 6, 2007.

A draft COL is included with this staff report as Attachment 2, and includes requirements for submission of a complete application for a CUP, a timeline to complete the permitting and construction of the project and proof of adequate site redevelopment financing resources.

Once Mr. Newton/LLC receives a CUP from the City in the form of Concept Plan approval, a new, long-term Master Lease Agreement (MLA) would be negotiated to replace the current interim lease, which expires on September 30, 2023. This new MLA would memorialize the requirement to redevelop the lease site, and would incorporate the remaining outstanding terms of the COL. In

addition, subsequent to obtaining Concept Plan approval from the City, Mr. Newton/LLC would have to obtain Coastal Commission permit approval for his plan as well. The timelines stipulated in the COL are as follows:

1. Apply for a CUP (Concept Plan approval) by August 31, 2022 (~three months to do so)
2. Obtain a CUP by April 30, 2023 (eight months to do so)
3. Two months to negotiate a new lease after obtaining a CUP, but no later than July 1, 2023
4. 120 days after obtaining a new lease, show proof of adequate financing for the project
5. Apply for a Coastal and other required permits by July 31, 2023 (three months to do so)
6. Obtain a Coastal and other required permits by December 31, 2023 (five months to do so)
7. Apply for City Precise Plan approval by March 31, 2024 (three months to do so)
8. Obtain Precise Plan approval by July 31, 2024 (four months to do so)
9. File for Building Plan approval by October 31, 2024 (three months to do so)
10. Obtain Building Plan approval by January 31, 2025 (three months to do so)
11. Commence construction by April 30, 2025 (three months to do so)
12. Complete construction by April 30, 2026 (one year to do so)

CONCLUSION

Completion of the redevelopment of this lease site in the heart of the Embarcadero will modernize and upgrade this key property, and ultimately result in additional revenues to the City. Mr. Newton has diligently pursued his vision for the site under the requirement of his interim lease, with inputs from the City Council and Planning Commission, to arrive at the proposal being presented.

Staff recommend the Council approve Resolution No. 48-22 and the COL in order for Mr. Newton/LLC's conceptual plan to move forward for CUP consideration, wherein the plan can be further refined and fine-tuned by the normal PC and Council discretionary review processes, respectively.

ATTACHMENTS

1. Consent of Landowner for Libertine Brewing Co. redevelopment of Lease Site 86/86W
2. Libertine Brewing Co. redevelopment plan drawings
3. Resolution No. 48-22

City of Morro Bay
Tidelands Trust Grant Properties
Consent of Landowner Agreement Form

Consent For:

**Redevelopment of Lease Site 86/86W, 801 Embarcadero Road,
by California Coastal Investments, LLC, doing business as
Libertine Brewing Company, as proposed to the City Council
on May 24, 2022, and negotiation of new lease.**

Site Location: Lease Site 86/86W, 801 Embarcadero, Morro Bay, CA 93442

Property Owner: City of Morro Bay Telephone: 805-772-6254

Address: 595 Harbor St. City: Morro Bay State: CA Zip: 93442

Applicant: California Coastal Investments, LLC Telephone: 805-541-1876

Address: 2436 Broad St. City: San Luis Obispo State: CA Zip: 93401

I, as representative of the City of Morro Bay, the owner of record of the trust interest in the above noted land for which an application for a Conditional Use Permit is being requested by the Applicant, do certify Consent of Landowner is given for the preliminary site plans presented to the City Council on May 24, 2022 and to be submitted to the City of Morro Bay Community Development Department for processing in accordance with the following timelines:

1. The Applicant must file a complete application for a Conditional Use Permit for the project as-proposed, per the City Planned Development Overlay Zone and Concept Plan Submittal Requirements, with the Community Development Department by August 31, 2022 at 4:00 p.m. or this Consent of Landowner Agreement will expire on September 1, 2022.
2. The Applicant must obtain Concept Plan approval from the Planning Commission and City Council on or before April 30, 2023 at 4:00 p.m. or this Consent of Landowner Agreement will expire on May 1, 2023.
3. The Applicant, after obtaining Concept Plan approval by the Planning Commission and City Council, shall negotiate in good faith for a new lease on the lease site, and shall have until June 30, 2023 to do so, or this Consent of Landowner will expire on July 1, 2023. Once the new lease is effective, the Applicant shall secure financing for the proposed project as evidenced by a Deed of Trust approved by the City Council on or before 120 days of the lease's effective date.

The following conditions and deadlines shall be incorporated into the new lease agreement, unless negotiated otherwise in said agreement:

4. The Applicant must file a complete application for a Coastal Development Permit from the Coastal Commission, and any other necessary agency permits, for the approved Concept Plan for the project on or before July 31, 2023 at 4:00 p.m.

5. The Applicant must obtain a Coastal Development Permit and other permits on or before December 31, 2023 at 4:00 p.m.
6. The Applicant must file a complete application for Precise Plan by the Planning Commission and City Council approval for the project by March 31, 2024 at 4:00 p.m.
7. The Applicant must obtain Precise Plan approval from the Planning Commission and City Council for the project on or before July 31, 2024 at 4:00 p.m.
8. The Applicant must file for Building Plan approval by the Building Department for the project on or before October 31, 2024, 2024 at 4:00 p.m.
9. The Applicant must obtain Building Plan approval on or before January 31, 2025 at 4:00 p.m.
10. The Applicant must commence construction for the approved project on or before April 30, 2025 at 4:00 p.m. "Commence construction" shall mean when the Applicant has spent a minimum of \$100,000 on hard construction costs.
11. The Applicant must complete construction for the approved project on or before April 30, 2026, as evidenced by a Certificate of Occupancy issued by the City.

If the City Manager reasonably determines, due to any reason within or outside the control of Applicant, one or more extensions to any or all of these compliance dates is justified, then he and the Harbor Director will submit a request for one or more extensions and each may be granted by the City Council in its sole discretion.

Scott Collins, City Manager

Date



FORM

DESIGN+BUILD

FORM DESIGN + BUILD
 2436 BROAD ST.
 SAN LUIS OBISPO, CA
 805.547.2344
 REP: TREVOR MILLER, AIA
 trevor@formdesignbuild.com



TREVOR MILLER, AIA
 CA. LIC. # 38116

**LIBERTINE BREWING
 COMPANY**
 800 EMBARCADERO
 MORRO BAY, CA

JOB TITLE

PROJECT IMAGES

SHEET TITLE

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REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2022-04-29
DRAWN BY:	TW CHECKED BY: Checker

A6.2

SHEET NUMBER



FORM

DESIGN+BUILD

FORM DESIGN + BUILD
2436 BROAD ST.
SAN LUIS OBISPO, CA
805.547.2344
REP: TREVOR MILLER, AIA
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TREVOR MILLER, AIA
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**LIBERTINE BREWING
COMPANY**
800 EMBARCADERO
MORRO BAY, CA

JOB TITLE

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NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2022-04-29
DRAWN BY:	TW CHECKED BY: Checker

A6.1

SHEET NUMBER



**LIBERTINE BREWING
COMPANY**
800 EMBARCADERO
MORRO BAY, CA

JOB TITLE

SITE PLAN

SHEET TITLE

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REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2022-04-29
DRAWN BY:	TW
CHECKED BY:	CHK

A1.1

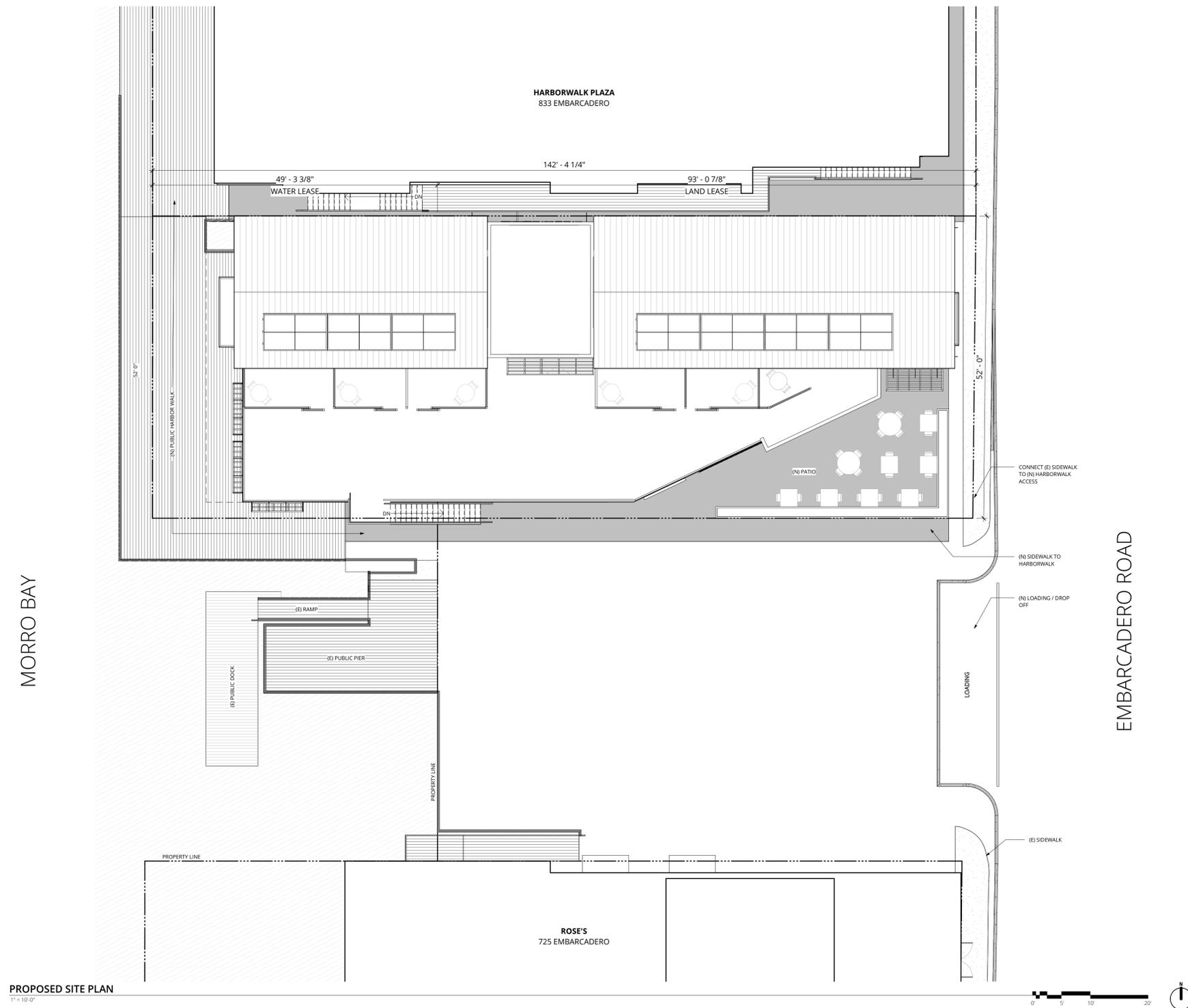
SHEET NUMBER

KEYNOTE LEGEND

SITE PLAN GENERAL NOTES

- A. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR ALL IMPROVEMENTS
- B. REFER TO CIVIL FOR FINISH FLOOR ELEVATIONS
- C. A CONCRETE LANDING IN ACCORDANCE WITH **CBC 11B-404** SHALL BE VERIFIED AT EACH BUILDING EGRESS.
- D. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN. REFER TO CIVIL
- E. SIDEWALK AND/OR WALKWAY AREAS TO REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS AND TO ALLOW FOR SAFE PASSAGE OF THE GENERAL PUBLIC. ANY CONSTRUCTION FENCING SHALL BE BEHIND THE PROPERTY LINE. ALL CONSTRUCTION-RELATED DEBRIS TO BE PLACED ON PRIVATE PROPERTY.

- TO INCLUDE ON SITE PLAN:
- NORTH ARROW
 - SCALE
 - DIMENSIONS
 - VICINITY MAP (COVER SHEET)
 - SET BACKS
 - EXISTING ON-SITE TREES (TRUNK, DIAMETER, SPECIES)
 - EXISTING/PROPOSED STREET TREES
 - FRONTAGE IMPROVEMENTS
 - UTILITY SERVICES (EXISTING AND PROPOSED)
 - SITE DRAINAGE IMPROVEMENTS
 - LOT DIMENSIONS
 - EXISTING AND PROPOSED GRADES
 - CONTOURS AND SPOT ELEVATIONS
 - FINISH FLOOR ELEVATION
 - RETAINING WALLS (IF APPLICABLE)
 - PUBLIC WATER, SEWER, STORM DRAINS (SIZE AND LOCATION)
 - PARKING LAYOUT



PROPOSED SITE PLAN
1" = 10'-0"



1 EAST EXTERIOR ELEVATION
1/8" = 1'-0"

4 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



2 NORTH EXTERIOR ELEVATION
1/8" = 1'-0"



3 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"



5 Hotel Entry
1/4" = 1'-0"

KEYNOTE LEGEND

- TO INCLUDE ON ELEVATIONS
- BUILDING HEIGHT
- WALL COVERING MATERIAL (TAGS)
- ROOF COVERING MATERIAL/RATING
- ROOF SLOPE
- SITE SECTION (HILLS, CREEKS)
- DIMENSION VERTICAL ELEMENTS
- KEYNOTES
- PERSON FOR SCALE

ELEVATION GENERAL NOTES

MATERIAL TYPES	
CODE	DESCRIPTION
<varies>	
<varies>	
1	
3	

MATERIAL COLORS	
CODE	DESCRIPTION
<varies>	
<varies>	
3	Artic White
6	Pinus Echinata
D	

MATERIAL BOARD



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LIBERTINE BREWING
COMPANY

800 EMBARCADERO
MORRO BAY, CA

JOB TITLE

ELEVATIONS

SHEET TITLE

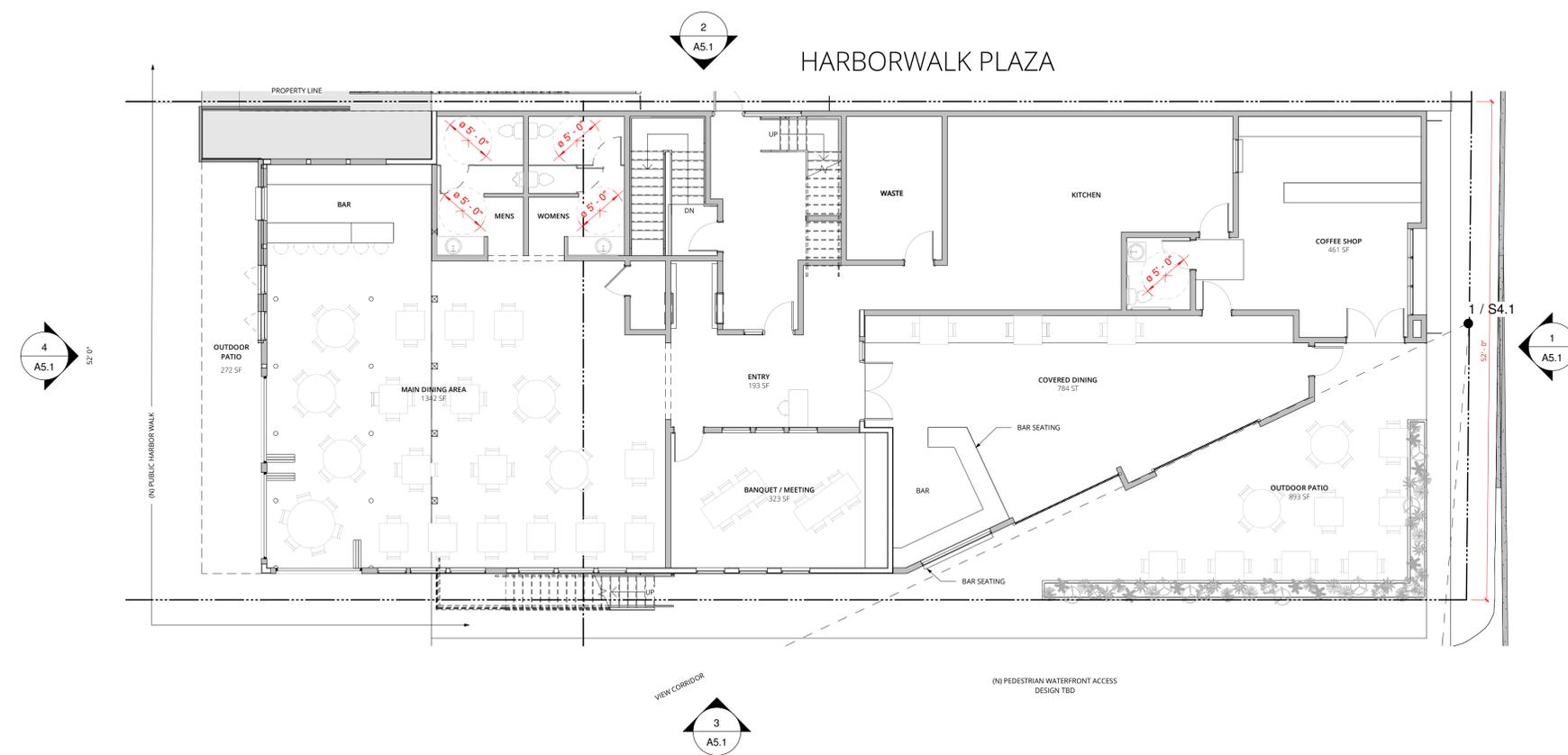
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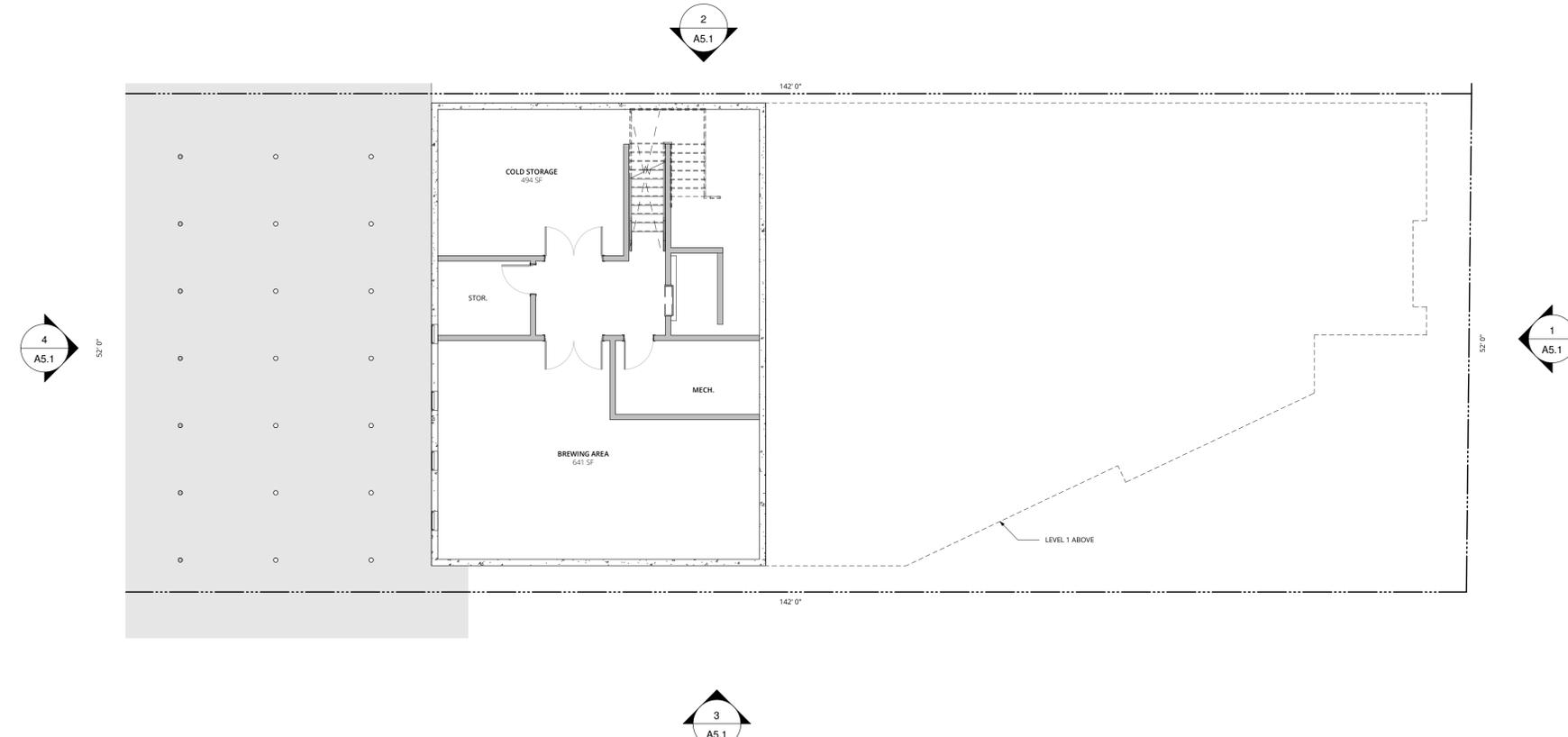
APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2022-04-29
DRAWN BY:	TW
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A5.1
SHEET NUMBER

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1 PROPOSED LEVEL 1
1/8" = 1'-0"



2 PROPOSED BASEMENT
1/8" = 1'-0"

KEYNOTE LEGEND

- TO INCLUDE ON FLOOR PLANS
- ROOMS WITH DIMENSIONS
- WINDOW LOCATIONS WITH TAGS
- DOOR LOCATIONS WITH TAGS
- SCHEDULE ON THIS SHEET OR SEPARATE NORTH ARROW

FLOOR PLAN GENERAL NOTES

- A. THERE SHALL BE NO DIRECT SURFACE FLOW DRAINAGE ACROSS THE PUBLIC SIDEWALK. CONTRACTOR TO VERIFY EXISTING UNDER SIDEWALK DRAINAGE IS WORKING PROPERLY AND REPLACE OR REPAIR AS NECESSARY
- B. WALL AND CEILING MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN **CBC TABLE 803.9**
- C. ALL 'PRIMARY' EXTERIOR DOORS SHALL HAVE CONTINUOUS PERIMETER VINYL WEATHER STRIPPING, ADA COMPLIANT FLOOR PROOF SILLS AND NONABSORBENT FLOOR AND WALL FINISHES WITHIN AT LEAST 2 FEET AROUND AND PERPENDICULAR TO SUCH OPENINGS.
- D. THIS ENTIRE BUILDING AND FACILITY SHALL BE IN COMPLIANCE WITH 2019 **CBC CHAPTER 11B** ACCESSIBILITY TO PUBLIC BUILDINGS.
- E. INSTALLATION OF NFPA 13 FIRE PROTECTION SYSTEM IS REQUIRED AND SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT ADOPTED BUILDING AND FIRE CODES.
- F. FOR DOOR ADA SIGNAGE REQUIREMENTS REFER TO GENERAL NOTES ON A0.2 AND DETAILS ON SHEET A0.05

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**LIBERTINE BREWING
COMPANY**

800 EMBARCADERO
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JOB TITLE

FLOOR PLANS

SHEET TITLE

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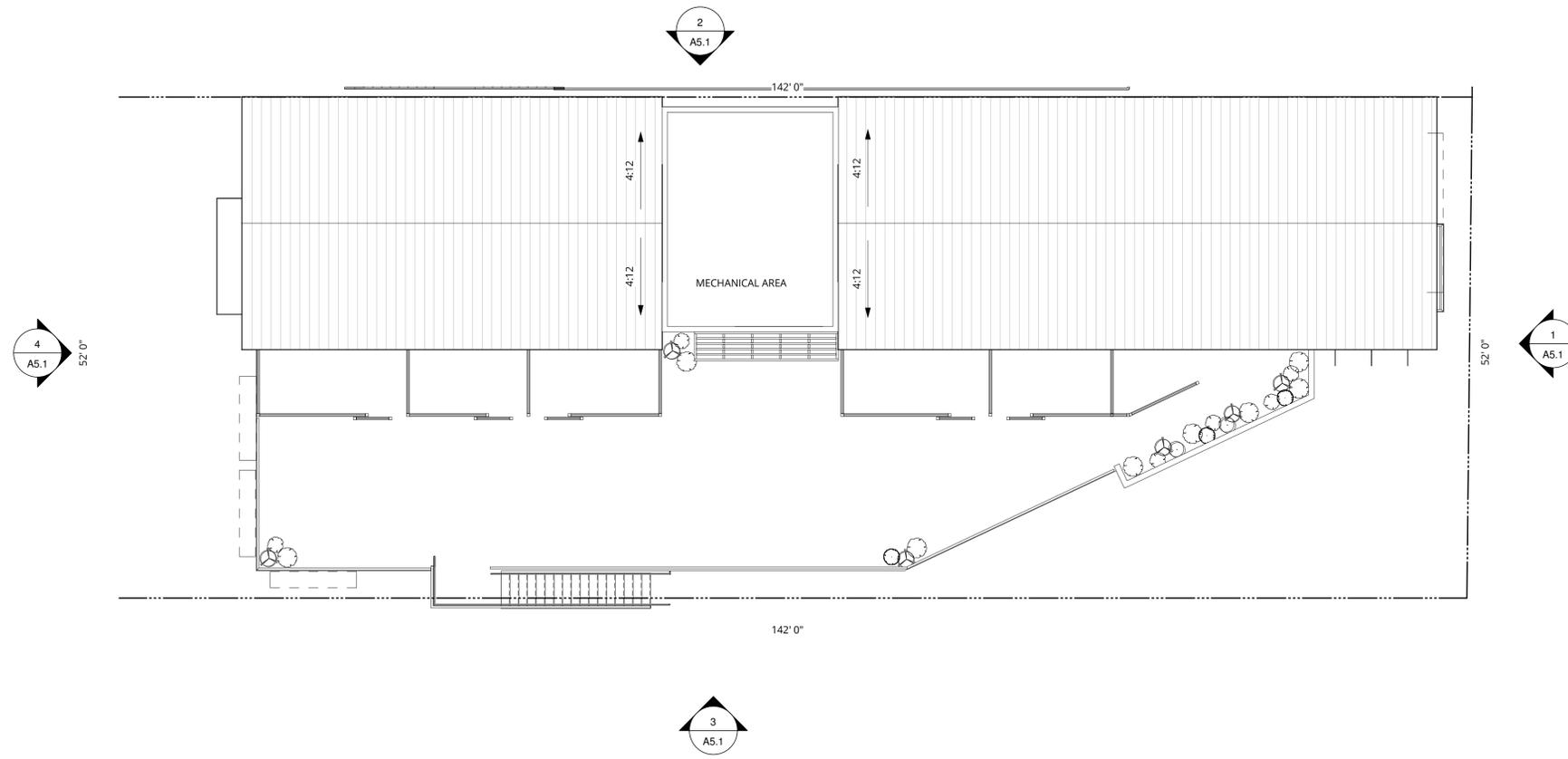
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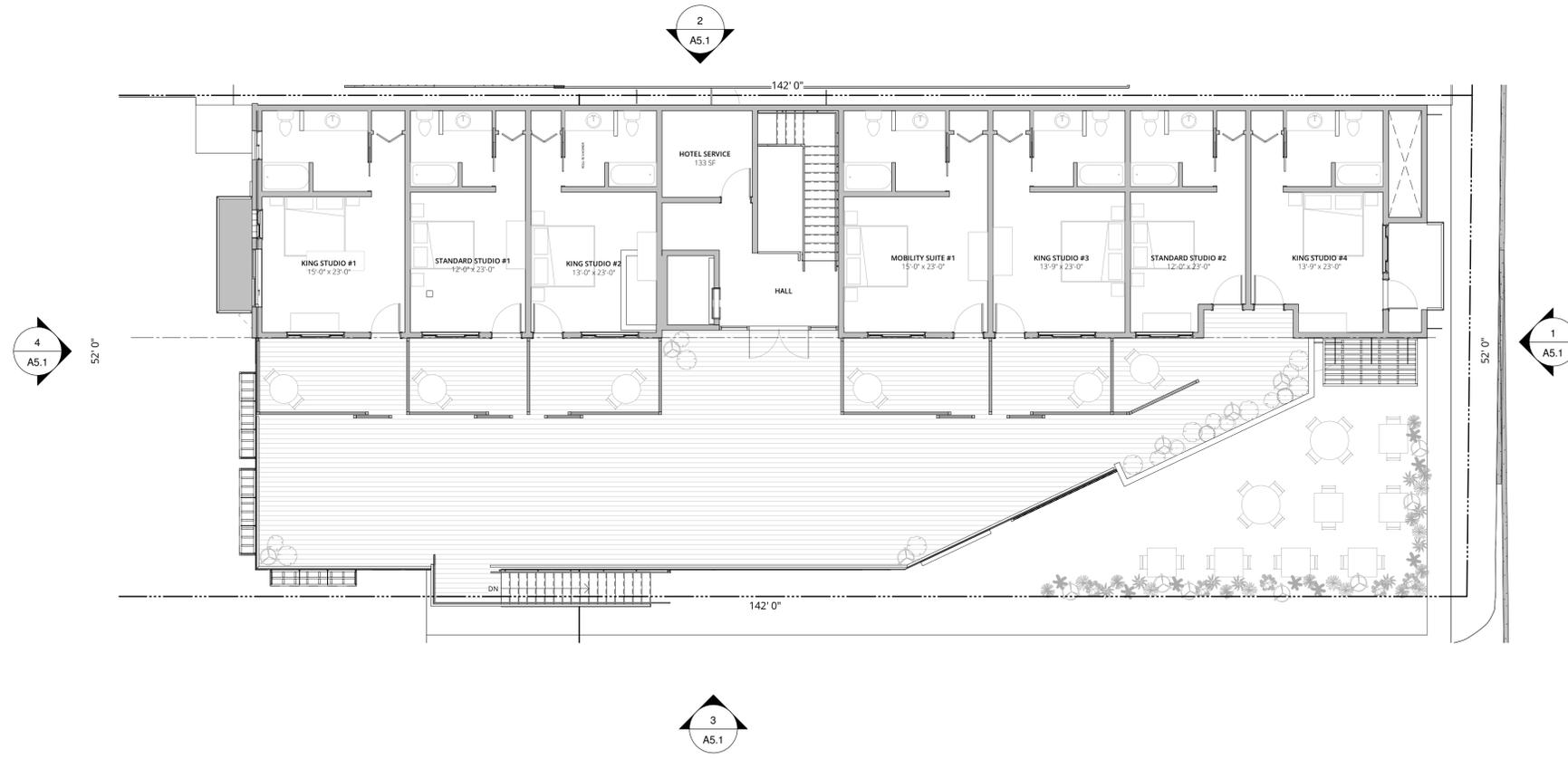
A2.2

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1 PROPOSED ROOF PLAN
1/8" = 1'-0"



2 PROPOSED LEVEL 2
1/8" = 1'-0"

KEYNOTE LEGEND

ROOF GENERAL NOTES

- A. PROVIDE ADEQUATE ROOF SLOPE FOR DRAINAGE (1/4" PER FOOT, MIN.) OR SUBMIT DEFLECTION AND PONDING CALCULATIONS.
- B. RADIANT BARRIER TO BE INSTALLED IN ACCORDANCE WITH THE T24 ENERGY REPORT.

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JOB TITLE

FLOOR AND ROOF PLAN

SHEET TITLE

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A4.1

SHEET NUMBER

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LIBERTINE MB TENANT IMPROVEMENTS

INTERIOR AND EXTERIOR IMPROVEMENTS

800 EMBARCADERO
MORRO BAY, CA

ARCHITECTURAL ABBREVIATIONS

@	AT	FJ	FLOOR JOIST	PR	PAIR
∠	ANGLE	FLR	FLOOR	PVC	POLYVINYL CHLORIDE
⊙	CENTERLINE DIAMETER	FLUOR	FLUORESCENT	PREFAB	PREFABRICATED
AB	ANCHOR BOLT	FND	FOUNDATION	R	RADIUS/RISER
A/C	AIR CONDITIONING	FTG	FOOTING	RD	ROOF DRAIN
AC	ASPHALT CONCRETE	FHW5	FLATHEAD WOOD SCREW	RDWD	REDWOOD
ADJ	ADJACENT	FURR	FURRED	REFR	REFRIGERATOR
AFF	ABOVE FINISH FLOOR	GA	GALVE	REINF	REINFORCEMENT
ALUM	ALUMINUM	GD	GARBAGE DISPOSAL	REQD	REQUIRED
BD	BOARD	GLB	GLU LAM BEAM	RM	ROOM
BLDG	BUILDING	GS	GALVANIZED STEEL	RO	ROUGH OPENING
BLK	BLOCK	GYP	GYP SUM	RS	ROUGH SAWN
BLKG	BLOCKING	GB	GYP SUM BOARD	RWD	REDWOOD
BM	BEAM	HB	HOSE BIBB	SF	SQUARE FEET
BO	BOTTOM OF	HDR	HEADER	SHLF	SHELF
BOF	BOTTOM OF FRAMING	HGT	HEIGHT	SHLV	SHELVING
BO	BOTTOM OF	HTR	HEATER	SS	STAINLESS STEEL
BOBM	BOTTOM OF BEAM	HVAC	HEATING/VENTILATING/AIR CONDITIONING	S&P	SHELF AND POLE
CAB	CABINET	HW	HOT WATER	SEL	SELECT
CB	CATCH BASIN	INT	INTERIOR	SHT	SINGLE HUNG SHEET
CJ	CONTROL JOINT	IN	INCH	SHTG	SHEATHING
CLG	CEILING	INT	INTERIOR	SHWR	SHOWER
CLR	CLEAR	INSUL	INSULATION	SIM	SIMILAR
CMU	CONCRETE MASONRY UNIT	JST	JOIST	SKL	SKYLIGHT
CO	CLEANOUT	LAM	LAMINATE	SL	SLIDER (WINDOW)
COL	COLUMN	LAV	LAVATORY	SLDG	SLIDING
COMP	COMPOSITE SHINGLES	MATL	MATERIAL	SO	SQUARE
CONC	CONCRETE	MB	MAXIMUM	STL	STEEL
CONST	CONSTRUCTION	MC	MACHINE BOLT	STOR	STORAGE
CONT	CONTINUOUS	MECH	MECHANICAL	STRUC	STRUCTURAL
CSK	COUNTER SINK	MED	MEDIUM	T	TREAD
CSMT	CASEMENT	MFG	MANUFACTURER	T&B	TOP & BOTTOM
CT	CERAMIC TILE	MIN	MINIMUM	T&G	TONGUE AND GROOVE
CTSK	COUNTERSINK	MISC	MISCELLANEOUS	TC	TRASH COMPACTOR
CTR	CENTER	MTL	METAL	TO	TOP OF
CW	COLD WATER	N	NORTH	TOB	TOP OF BEAM
DS	DOWNSPOUT	NAT	NATURAL	TOM	TOP OF MASONRY
DBL	DOUBLE	NIC	NOT IN CONTRACT	TOP	TOP OF PARAPET
DIA	DIAMETER	NG	NUMBER	TOPPL	TOP OF PLATE
DIAG	DIAGONAL	NTS	NOT TO SCALE	TOS	TOP OF SHEATHING
DIM	DIMENSION	O	OVER	THK	THICK
DN	DOWN	OBS	OBSOLETE	TMPR	TEMPERED GLASS
DR	DOOR	OC	ON CENTER	TYP	TYPICAL
DW	DISHWASHER	OD	OUTSIDE DIAMETER	UNO	UNLESS NOTED OTHERWISE
EA	EACH	OF	OVER	VIF	VERIFY IN FIELD
EJ	EXPANSION JOINT	OC	ON CENTER	W	WITH
ELEC	ELECTRICAL	OD	OUTSIDE DIAMETER	WO	WITHOUT
ENCL	ENCLOSURE	OFCL	OWNER FURNISHED, CONTRACTOR INSTALLED	WC	WATER CLOSET
EQ	EQUAL	OH	OVERHEAD	WD	WOOD
EW	EACH WAY	OPG	OPENING	WH	WATER HEATER
(E)	EXISTING	OS	OVERFLOW SCUPPER	WI	WROUGHT IRON
EXT	EXTERIOR	OS	OVERFLOW SCUPPER	WIN	WINDOW
FAU	FORCED AIR UNIT	OS	OVERFLOW SCUPPER	WP	WATERPROOF
FF	FINISH FLOOR	OS	OVERFLOW SCUPPER	WR	WATER RESISTANT
FG	FIXED GLASS	P	PRE-ENGINEERED	WWF	WELDED WIRE FABRIC
FHMS	FLATHEAD MACHINE SCREW	PERF	PERFORATE	WWM	WELDED WIRE MESH
FIN	FINISH	PLYWD	PLYWOOD		

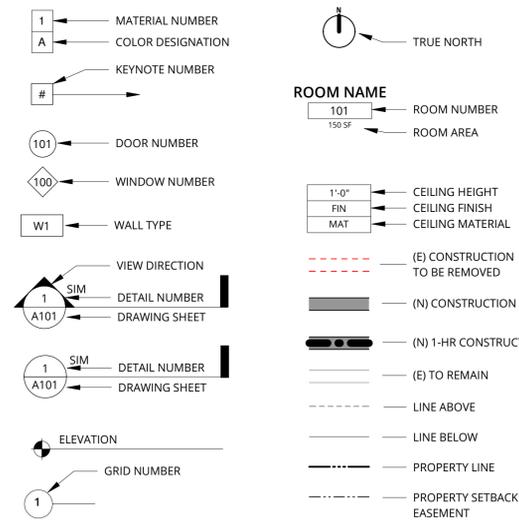
PROJECT DESCRIPTION

SCOPE OF THIS PROJECT INCLUDES THE FOLLOWING
THIS PROJECT WILL RECONSTRUCT AN EXISTING BAR/RESTAURANT WITH A NEW COFFEE SHOP, UPDATED RESTAURANT WITH BOTH COVERED AND UNCOVERED EXTERIOR DINING, AND A (7) UNIT HOTEL WITH VIEWING DECK ON THE SECOND LEVEL. ON THE WATER LEVEL, DOCKS WILL BE REMOVED AND REPLACED. AT THE STREET FRONTAGE, A NEW PASSENGER DROP OFF AND LOADING ZONE WILL BE ADDED. THE EXISTING PARKING LOT WILL BE RECONFIGURED AS A PUBLIC SQUARE WITH ACCESS TO THE MORRO BAY HARBORWALK ALONG THE WATER.

GENERAL NOTES

- ALL WORK SHALL CONFORM TO: (A) THE MINIMUM STANDARDS OF THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE AND ALL RELATED DOCUMENTS PUBLISHED BY THE I.C.C. WHICH HAVE BEEN ADOPTED BY THE LOCAL GOVERNING AGENCY; (B) ALL REGULATIONS AND ORDINANCES OF ALL LOCAL GOVERNING AGENCIES; (C) ANY SPECIAL CONDITIONS REQUIRED BY THE LOCAL GOVERNING AGENCIES; AND (D) ALL CALIFORNIA STATE CODE AMENDMENTS (BUILDING STANDARDS CODE) TITLE 24
- ALL CODES REFERENCED SHALL BE CALIFORNIA EDITIONS. THE CODES REFERENCED IN THESE PLANS ARE AS FOLLOWS:
 - 2019 CALIFORNIA RESIDENTIAL CODE (CRC)
 - 2019 CALIFORNIA MECHANICAL CODE (CMC)
 - 2019 CALIFORNIA PLUMBING CODE (CPC)
 - 2019 CALIFORNIA FIRE CODE (CFC)
 - 2019 CALIFORNIA ELECTRICAL CODE (CEC)
 - 2019 CALIFORNIA GREEN CODE (CGC)
 - CALIFORNIA STATE ENERGY CONSERVATION STDS. (TITLE 24)
- ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, HE SHALL BE PROCEED AT HIS OWN RISK.
- OMISSIONS FROM THE DRAWINGS AND SPECIFICATION OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MISDESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
- DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER DRAWING'S SCALE OR PROPORTION. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
- THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE INDUSTRIAL SAFETY REGULATIONS. THE LOCAL GOVERNING AGENCY, THE ARCHITECT, AND THE OWNER SHALL NOT BE RESPONSIBLE FOR ENFORCING SAFETY REGULATIONS.
- THE ARCHITECT OF RECORD SHALL BE RESPONSIBLE FOR REVIEWING AND COORDINATING ALL SUBMITTAL DOCUMENTS PREPARED BY OTHERS, INCLUDING DEFERRED SUBMITTAL ITEMS, FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING. **2019 CBC APPENDIX CHAPTER 107.3.4**
- NO HAZARDOUS MATERIALS SHALL BE STORED AND / OR USED WITHIN THE BUILDING, WHICH EXCEED THE QUANTITIES LISTED IN CHAPTER 27 OF THE 2019 CFC
- CONTRACTOR TO NOTIFY OWNER PRIOR TO COMMENCING WITH ANY WORK. CONTRACTOR SHALL CONFORM TO ANY REQUIREMENTS FOR NOISE AND DUST CONTROL TRASH, STORAGE, WORK HOURS, SITE ACCESS, SIGNAGE, ETC. AS DIRECTED BY THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING INSPECTIONS BY THE BUILDING DEPT. AND OTHER AGENCIES AS REQUIRED.
- PRIOR TO ISSUANCE OF THE BUILDING PERMIT, THE GENERAL CONTRACTOR SHALL SUBMIT A SOLID WASTE RECYCLING PROGRAM TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL. THE PROGRAM SHALL ADDRESS AND INCLUDE, BUT IS NOT NECESSARILY LIMITED TO: CONCRETE WASTE, GYPSUM BOARD, WOOD, METAL AND EXCESS EXCAVATION MATERIALS.
- THE APPROVED PROJECT ALLOWED TO BE CONSTRUCTED BY THE BUILDING PERMIT SHALL CONFORM TO THE FIRE SAFETY PLAN REQMTS. AS DEEMED NECESSARY BY THE FIRE DEPT HAVING JURISDICTION FOR THE BLDG PERMIT. PRIOR TO BEGINNING CONSTRUCTION THE PROPERTY OWNER SHALL READ THE FIRE SAFETY PLAN ISSUED BY THE FIRE DEPT AND BECOME FULLY AWARE OF ALL NECESSARY FIRE PROTECTION REQMTS AS MANY OF THESE FIRE PROTECTION REQMTS MAY REQUIRE THE INSTALLATION OF FIRE SPRINKLERS / SPECIAL SAFETY GLAZED WINDOWS / SPECIAL DRIVEWAY-ROADWAY REQMTS AND OTHER SPECIAL CONSTRUCTION

SYMBOL LEGEND



VICINITY MAP



BUILDING SUMMARY

	EXISTING	PROPOSED
OCCUPANCY	A-2	A-2, B, R-1
CONSTRUCTION TYPE	V-B	V-B
NO. STORIES	3 WITH BASEMENT	3 WITH BASEMENT
NO. UNITS	(1) BAR/RESTAURANT	(1) BAR/RESTAURANT (1) COFFEE SHOP (7) HOTEL ROOMS
SPRINKLERS	Y	Y

CODE ANALYSIS

APN	066-322-008
LEGAL DESCRIPTION	CY MB PM 3/10 PAR 20 (LS 86)
LOCAL JURISDICTION	MORRO BAY, SLO COUNTY
LOCAL CODE	[CHAPTER OF LOCAL MUNICIPAL CODE]
LOCAL ZONING	WF/PD/S.4 WATER FRONT, PLANNED DEVELOPMENT, DESIGN CRITERIA
FIRE ZONE	N/A
FLOOD ZONE	ZONE AE
COASTAL ZONE	Y

SHEET INDEX

- ARCHITECTURAL
- A0.1 COVER SHEET
 - A0.2 ARCHITECTURAL NOTES
 - A0.3 CALGREEN MEASURES
 - A1.1 SITE PLAN
 - A1.2 LANDSCAPE AND LIGHTING PLANS
 - A2.1 DEMO PLAN
 - A2.2 FLOOR PLANS
 - A4.1 FLOOR AND ROOF PLAN
 - A5.1 ELEVATIONS
 - A6.1 PROJECT IMAGES
 - A6.2 PROJECT IMAGES
- ARCHITECTURAL: 11
TOTAL SHEETS: 11

PARKING ANALYSIS

REQUIRED PARKING CALCULATIONS			
RESTAURANT	EXISTING	PROPOSED	
1 SPACE PER 60 SF OF CUSTOMER AREA			
DINING	1321	22	
COVERED OUTDOOR DINING	804	13.4	
COFFEE SHOP	500	8.3	
BANQUET	324	5.4	
TOTAL		49.1	
UNCOVERED OUTDOOR DINING			
1 SPACE PER 120 SF OF CUSTOMER AREA			
FRONT PATIO DINING	677	5.6	
REAR PATIO DINING	264	2.2	
TOTAL		7.8	
HOTEL			
1 SPACE PER UNIT PLUS 1 SPACE FOR EACH 10 ROOMS			
(7) UNITS	1 x 7	7	
	1 * 7	.7	
TOTAL		7.7	
BOAT SLIPS			
1 SPACE PER 35' OF THE DOWN AREA			
35' TIE DOWN AREAS	1	1	
TOTAL		1	
TOTAL SPACES REQUIRED		65.6	
HISTORIC PARKING CREDITS AVAILABLE		79	
LOADING			
10' x 35' Loading Zone		1	
TOTAL PARKING PROVIDED		1	

IMPERVIOUS SURFACE

SITE	EXISTING	PROPOSED
	4818 SF	4818 SF
TOTAL CHANGE		NO CHANGE
AREA ANALYSIS		
DESCRIPTION		AREA
LAND LEASE		
(N) BASEMENT		922 SF
(N) LEVEL 1		3582 SF
(N) LEVEL 2		2052 SF
LAND LEASE		6557 SF
WATER LEASE		
(N) BASEMENT		768 SF
(N) LEVEL 1		1539 SF
(N) LEVEL 2		825 SF
WATER LEASE		3133 SF
TOTAL BUILT AREA		9690 SF

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EMAIL: admin@newtonconstruction.com

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LIC#: C-38116

STRUCTURAL:
OWNER
ADDRESS
ADDRESS
TEL:
REP:
EMAIL:

CIVIL
OWNER
ADDRESS
ADDRESS
TEL:
REP:
EMAIL:

MEP
OWNER
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ADDRESS
TEL:
REP:
EMAIL:

LANDSCAPE
OWNER
ADDRESS
ADDRESS
TEL:
REP:
EMAIL:

DEFERRED SUBMITTALS

A SEPARATE PERMIT IS REQUIRED FOR THE FOLLOWING

TENANT IMPROVEMENTS TO THE COMMERCIAL KITCHENS AND COFFEE SHOP FOR REVIEW OF PROPOSED EQUIPMENT AND APPLIANCES	
DEMOLITION	DOCKS AND GANGWAY
ROOFTOP SOLAR	SIGNAGE
SPRINKLERS	FIRE AND SMOKE ALARMS
ELEVATOR	PUBLIC IMPROVEMENTS

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JOB TITLE

COVER SHEET

SHEET TITLE

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SHEET NUMBER

RESOLUTION NO. 48-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING CONSENT OF LANDOWNER DOCUMENT
FOR CALIFORNIA COASTAL INVESTMENTS, LLC,
DOING BUSINESS AS LIBERTINE BREWING COMPANY,
TO REDEVELOP LEASE SITE 86/86W**

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

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

WHEREAS, Libertine Brewing Company, Inc. (Eric Newton, principal) is the current interim master leaseholder at Lease Site 86/86W; and

WHEREAS, Under the Libertine Brewing Company interim lease, Mr. Newton is required to submit for the City's consideration an acceptable redevelopment plan for the lease site; and

WHEREAS, Mr. Newton has submitted the redevelopment plan and had it considered on February 1, 2022, by the Planning Commission for Conceptual Review input; and

WHEREAS, the primary elements of the Planning Commission's Conceptual Review input have been incorporated into the revised redevelopment plans submitted by Mr. Newton; and

WHEREAS, it is now appropriate for the City Council to grant Consent of Landowner approval for Newton to submit his revised plans for Conditional Use Permit consideration and approval; and

WHEREAS, Mr. Newton intends to have a proposed lease for the site held and operated by California Coastal Investments, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, as follows:

1. The attached Consent of Landowner agreement provides California Coastal Investments, LLC the permission and authority to submit their Lease Site 86/86W redevelopment plans for Conditional Use Permit approval by the City.
2. The City Manager is hereby authorized to execute said Consent of Landowner agreement.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 24th day of May, 2022 on the following vote:

AYES:
NOES:
ABSENT:

John Headding, Mayor

ATTEST:

Dana Swanson, City Clerk

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AGENDA NO: C-2

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 18, 2022

FROM: Gregory Kwolek, Public Works Director

SUBJECT: Authorization for the Mayor to Sign a Letter of Support for a Coastal Stories Grant Program Application from the Salinan Tribe of Monterey and San Luis Obispo Counties

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to sign a letter of support for a Coastal Stories Grant program application from the Salinan Tribe of Monterey and San Luis Obispo Counties.

ALTERNATIVES

The City Council may opt not to authorize the Mayor to sign a letter of support for the Coast Stories Grant program application.

FISCAL IMPACT

The fiscal impact of City staff's recommendation could include costs associated with long-term maintenance of and in-kind maintenance support for the installation of a monument in the Coleman Park area. These costs would be associated with already budgeted staff time and are expected to be negligible.

DISCUSSION

During the application process for the Rural Recreation and Tourism program in late 2021, staff held two community meetings to elicit suggestions from community members about park amenity options in the Coleman Park area. Staff brought these suggestions to a public meeting of the City Council on January 11, 2022, and a public meeting of the Public Works Advisory Board on January 19, 2022. Among the suggestions that received positive feedback during the community meetings, as well as the two public meetings, was the installation of historical space/monuments, particularly along the Harborwalk area.

The Salinan Tribe of Monterey and San Luis Obispo Counties recently contacted City staff with a proposal to apply for a Coastal Stories Grant to fund a historical monument in the Coleman Park area that acknowledges and honors the Salinan people, who are known to have lived along the California Central Coast, including in Morro Bay, for at least 10,000 years. They also requested a letter of support from the City for their grant application, as well as a commitment to designate some space along the Harborwalk for installation of a historical monument. After a site walk with a representative of the Salinan Tribe, staff determined the ideal location for a historical monument installation, were it to be funded by the grant, would be between the two unimproved parking lots serving the Mother's Beach area (Figure 1). There are no known environmental restrictions on this location, because the vegetation there consists of non-native ice plants.

Prepared By: GK

Dept Review: GK

City Manager Review: SC

City Attorney Review: JWP



Figure 1. Coleman Park site plan with proposed space to designate for Salinan historical monument (highlighted in yellow).

The Letter of Support for the Salinan Tribe’s application to the Coast Stories Grant program expresses City’s support of the installation and commitments to designate an area for the installation, provide in-kind services for the Maintenance Division to assist in site prep and other activities, and assist in the maintenance of the monument. Design, creation, and installation of the monument will be handled by the Salinan Tribe. Any land use entitlements or other governmental approvals that may be needed from the City would be processed at no cost to the Salinan Tribe.

CONCLUSION

Staff recommends the City Council authorize the Mayor to sign a letter of support for a Coastal Stories Grant program application from the Salinan Tribe of Monterey and San Luis Obispo Counties.

ATTACHMENT

1. Letter of Support



CITY OF MORRO BAY
PUBLIC WORKS DEPARTMENT
955 Shasta Avenue
Morro Bay, CA 93442

May 24, 2022

Subject: Letter of City Support for Coastal Stories Grant Application

Coastal Conservancy:

On behalf of the Morro Bay City Council, I am writing to express my full support of the Coastal Stories Grant Program application from the Salinan Tribe of Monterey & San Luis Obispo Counties. The City acknowledges that the Salinan Tribe has lived along the California Central Coast including in Morro Bay for at least the last 10,000 years, and we welcome the opportunity to foster the cultural and historical significance of this installation in a popular, publicly accessible outdoor space along the waterfront. The application will include storytelling about the Tribe's historical connection to the City of Morro Bay and the California Central Coast through installation of a monument and educational signage in the Coleman Park area, which fits in well with a City Council approved concept plan to include cultural and historical amenities at this location.

In addition to coordinating this project with the Salinan Tribe and their design team, the City commits to designate adequate space for the Coastal Stories installation in the Coleman Park area, provide in-kind services during the installation, and maintain the installation as part of Coleman Park. We are excited for the proposed project and believe it will enhance awareness and nurture greater historical perspective for Morro Bay residents and visitors. I urge the California Coastal Conservancy to fund this important project as part of the Coastal Stories Grant program.

Should you like to discuss the City's support of this project, please contact me at jheadding@morrobayca.gov.

Sincerely,

John Headding, Mayor
City of Morro Bay

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AGENDA NO: C-3

MEETING DATE: May 24, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: May 19, 2022

FROM: Scott Collins, City Manager

SUBJECT: Consideration of Morro Bay Hosting an Ironman 70.3-Mile, Swim, Bike and Run event in April/May for Three Years, beginning in 2023, and Authorize Staff to Develop a Contract with the Ironman Group for Such an Event for City Council Review

RECOMMENDATION

Staff recommends the City Council approve in concept the City of Morro Bay hosting an Ironman event (70.3-mile swim, bike and run) in April/May for three years, beginning in 2023, and authorize City staff, in consultation with the City Attorney, to develop a three-year event agreement with the Ironman Group to be brought back to City Council for review no later than June 28, 2022. Further, authorize staff to submit a letter of interest to the Ironman Group outlining the City's support for such an event concept, conditioned upon City Council review and approval of an event agreement.

SUMMARY

Ironman 70.3 events are viewed by millions of people worldwide, providing exceptional tourism marketing opportunities for the communities that host such events. The Ironman Group, owners and operators of Ironman events, have proposed to City staff Morro Bay host a 70.3 Ironman (1.2-mile swim, 50-mile bike, 13.1-mile run) event for three years, beginning in April/May 2023. The Ironman Group envisions world class athletes swimming in the Harbor, biking north on Highway 1 and back to the City, and running through the City of Morro Bay. They envision the heart of the event—start, transitions and headquarters—be placed on the Waterfront with the Estuary, Morro Rock and beach as the ideal backdrop for a world class event.

There are many important considerations that factor into a decision about hosting a large-scale event like Ironman 70.3 in Morro Bay. Considerations include City costs to host the event, staff time to coordinate logistics and volunteer support, and disruptions to businesses and residents from road closures. Those considerations are balanced against the fact the race presents a rare opportunity to display our quaint seaside fishing and arts community to millions of people from over around the world through Ironman exposure. The report below provides background on the Ironman 70.3 event, and a discussion of hosting requirements, costs and benefits. Along with City staff, a representative from the Ironman Group will present event concept and other relevant information to City Council at the May 24, 2022, Council meeting and be available for questions.

Prepared By: SC Department Review: _____
City Manager Review: SC City Attorney Review: JWP _____

FISCAL IMPACT

Hosting an event of this magnitude could cost the City a total of \$100,000 in staffing and logistic expenses. Visit Morro Bay, the tourism bureau for Morro Bay, has authorized up to \$50,000 annually for such an event.

With a possible \$100,000 total cost for hosting an Ironman 70.3 event, minus an estimated \$50,000 contribution from Visit Morro Bay, an approximate total fiscal impact of \$50,000 to the City is possible. However, it is possible those costs could be negotiated with Ironman and there is the potential Visit SLO CAL, the countywide tourism bureau, could provide offsetting funds as well. Given the nexus between hosting this event and potential benefit to the local economy, staff would recommend use of economic development funds to cover any residual City costs related to the event not covered by other sources.

Overall, immediate return from hosting the event will be felt in thousands of hotel and vacation rental overnight stays, economic activity at local restaurants, retail shops, grocery stores, gas, etc. and in the form of tax revenues to the City. Staff anticipates the greater return will come to the City post-event over time through the worldwide exposure of Morro Bay as a recreation tourist destination.

BACKGROUND/DISCUSSION

Ironman Group and Ironman 70.3 Event Overview

The Ironman Group is synonymous with the endurance sport industry, particularly triathlons (events that include swim, bike and run components all in one). Ironman Group started out as a small grass roots group with a few fellow endurance athletes self-organizing events in the late 1970s, testing their endurance across the three modalities of swimming, biking and running. The Ironman Group grew from those humble beginnings into a multi-million-dollar, world renowned company that hosts 374 events (triathlons, bike road races, mountain bike races, and runs), in 53 countries, on 6 continents. The market for endurance sport has grown significantly over that same period of time, as has interest in the SLO County region to train for and participate in triathlons.

California has played host to several Ironman events, including current long-standing events in Santa Cruz and Oceanside. Both of those events are 70.3-mile triathlon (swim, bike, run) events. The Ironman Group is now looking to expand its footprint in the growing California endurance sport market. Ironman Group representatives reached out to City staff and representatives of Visit Morro Bay in early 2022, expressing their strong interest in conducting a 70.3-mile triathlon event in Morro Bay beginning in 2023.

Ironman Group representatives conducted a site visit in Morro Bay in March 2022 to get a lay of the land for a potential event. During that site visit, they and met with City staff to discuss racecourse options, event logistics and community benefits and impacts. The Ironman Group then conducted extensive market research and determined an event in Morro Bay would complement their event offerings in Oceanside and Santa Cruz. They have proposed a formal agreement with the City to host an Ironman 70.3 event to take place in April/May over the next three years beginning in April/May 2023 and hosting the event through April/May 2025. The Ironman Group is seeking City Council support to move forward with such an agreement and get the greenlight to begin preparations for 2023.

Proposed Morro Bay Ironman Event

The Ironman Group proposes hosting a 70.3-mile Ironman event in the April/May timeframe, because of the warmer weather and the fact it wouldn't conflict with their other California events (Oceanside

and Santa Cruz). They anticipate upwards of 2,500 participants and several thousand spectators to attend alongside participants.

They propose using the waterfront as the focal point of the event. They plan to place their event tents on the Embarcadero, likely on City parking lot(s), as it will be close in proximity to the event start location (Harbor area), transition area between swimming and biking and biking and running (Tidelands Park parking lot) and the finish line area (Embarcadero). The event would run all day on a Saturday, kicking off early morning and finishing no later than late afternoon. Event set-up begins several weeks in advance, but actual impacts to the Embarcadero would be felt just a few days in advance, with full road closure just during the event day. The boat launch ramp would also be closed just the day of the event.

The event would kick-off with the swim portion in Harbor that morning. They will send participants off in waves for safety purposes, queuing participants. Participants will swim in the Harbor, likely accessing the Harbor at the boat launch ramp, exiting there and transitioning to their bikes. From there, they will head out on the Embarcadero and through town onto Highway 1. They will conduct a series of loops out and back on Highway 1 and enter the Embarcadero and transition to the run portion of the event. Participants will run either through town or out to Los Osos and back (to be determined after further evaluation). The exact details of the courses, road closures, notifications of community members, and similar considerations will be further developed and refined through the permitting process.

City Commitments

The City would need to provide the Ironman Group with parking lots (on the Embarcadero and the Morro Rock parking lot) and other City facilities to host their main hub, which includes the finish line, medical area, athlete registration, Ironman store, VIP hospitality, and another location for a supply depot and race office for six days leading up to the event, and the day following the event for cleanup. The City would need to secure road closures for the biking and run portions of the event.

The City permit team (Police, Fire, Public Works, Harbor, Recreation) will closely coordinate with the Ironman Group on permitting, racecourse design, parking/shuttling, and logistics. In addition, the City will provide staff (law enforcement, paramedics, and lifeguards) during the event to ensure safety of all involved, including participants, staff, spectators and community members. The City will help link Ironman Group to local volunteers and help secure hotel accommodations for Ironman staff during the event week.

Ironman will be responsible for obtaining in outside agency permits (such as State Parks, CalTrans, SLO County Sheriff, and California Highway Patrol).

Expected economic impact and other benefits

According to athlete surveys conducted by the Ironman Group, participants average \$247,000 in annual household income, 81% book a hotel/vacation rentals when traveling to Ironman events, 69% of participants stay 4 or more nights in market during the week of the event, and a quarter of participants travel to the market to train in the weeks and months leading up to the event. Based on this and the fact an influx of thousands of spectators, a typical Ironman event has a direct economic impact of \$10 Million on the specific market. Participating markets experience on average an \$800,000 impact on all tax revenues (federal, state and local combined). Attached is an economic report conducted by Tourism Economics on the cities of Indian Wells and La Quinta for their joint Ironman event. According to the report, the Ironman event generated a total of nearly \$10 Million in economic activity to the region, and \$319,000 in local taxes alone.

Participating communities also benefit from Ironman's marketing impact. The Ironman Group has a total digital reach of 6.4 million individuals worldwide. Morro Bay event would be marketed through all of Ironman's channels (Facebook, Twitter, Instagram, websites, apps, etc.).

Morro Bay has worked hard to link outdoor recreation enthusiasts with our community as a prime destination for those activities. What started with the AMGEN Tour of California pro bicycle race, Rock to Pier Run, and local triathlon events, would be strengthened significantly by hosting an Ironman event that has international reach.

Ironman representatives work closely with the local business community for partnerships and also connect with local non-profits through their community partnership program. A representative from the Ironman Group will present this and other relevant information to City Council at the May 24, 2022 Council meeting and be available for questions.

Staff Recommendation

There will undoubtedly be impacts to our community from an Ironman event, in the form of event day road closures and associated traffic. Further, the waterfront would be closed to traffic and parking and the boat launch ramp would be closed to boaters and other users the day of the event. Staff will need to spend a considerable amount of time coordinating the event, when their time could be used elsewhere. There will also be some form of financial commitment from the City to cover overtime costs for law enforcement, paramedics and lifeguards (upwards of \$100,000).

However, it is staff's belief City commitments can be met and, in close coordination with the Ironman Group team, the City and Ironman can deliver a safe event in our community. This is based upon City staff's experience with working with the Ironman team in their Santa Cruz event, and observing the Oceanside Ironman event earlier this year.

The economic benefits to the local business community, tax revenue to the City and long-term exposure to a world-wide audience, in the opinion of staff, far outweigh the impacts of the event.

CONCLUSION

Staff recommends City Council City Council approve in concept the City of Morro Bay hosting an Ironman event (70.3-mile swim, bike and run) in April/May for three years, beginning in 2023, and authorize City staff, in consultation with the City Attorney, to develop a three-year event agreement with the Ironman Group to be brought back to City Council for review no later than June 28, 2022. Further, authorize staff to submit a letter of interest to the Ironman Group outlining the City's support for such an event concept, conditioned upon City Council review and approval of an event agreement.

ATTACHMENTS

1. Economic Impact Report
2. Ironman Event Concept

Bob Thibault | Vice President of Marketing
Greater Palm Springs Convention and Visitors Bureau
70100 Highway 111
Rancho Mirage, CA 92270

RE: Economic Impact Analysis of Ironman Indian Wells & La Quinta
February 6, 2020

Dear Mr. Thibault,

This letter report provides Tourism Economics' economic impact analysis of the Ironman Indian Wells & La Quinta event of December 8th, 2019.

The Ironman event in Indian Wells/La Quinta was the grand finale of the North American circuit for Ironman events. 2,400 racers participated with about 5,000 other event attendees. As stated in the event summary provided by the Greater Palm Springs Convention and Visitors Bureau and corresponding with survey research done at other, similar Ironman events, the majority of the attendees are from out-of-town and staying overnight. These non-local attendees are considered visitors to the City and their spending drives local jobs, wages, and tax revenues. The economic impacts reported here are driven by non-local, visitor spending only. In addition to visitor spending, total direct spending includes estimated host organization, media and sponsor spending in the local economy as well.

With the provided \$206 ADR for rooms around the event and using the \$600,000 in organizer spending stated, Tourism Economics estimates the direct business sales around the Ironman to be \$6.4 million and total impact on business sales in the Greater Palm Springs region of \$9.9 million.

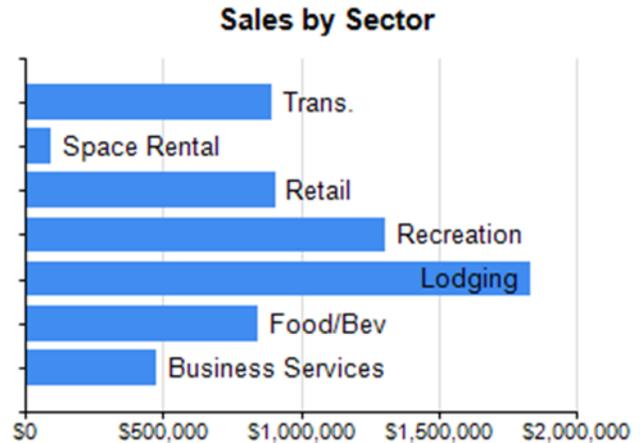
Event Impact Summary

Destination: Greater Palm Springs CVB

Event Parameters		Key Results	
Event Name:	Ironman Indian Wells & La Quinta	Business Sales (Direct):	\$6,352,908
Organization:	Greater Palm Springs CVB	Business Sales (Total):	\$9,918,422
Event Type:	Championships	Jobs Supported (Direct):	5,005
Start Date:	12/8/2019	Jobs Supported (Total):	6,319
End Date:	12/8/2019	Local Taxes (Total):	\$341,553
Overnight Attendees:	4985	Net Direct Tax ROI:	\$319,715
Day Attendees:	2455	Estimated Room Demand:	8,902

Of the \$6.4 million in direct spending, event organizers spent \$600,000 locally with nearly \$5.8 million spent by visitors to the region for the Ironman event.

\$1.8 million was spent at lodging facilities – including hotels and private home rentals. \$1.3 million was spent on recreational activities with between \$800 and \$900 thousand spent on transportation, food & beverage, and retail industries.



The \$6.4 million in direct spending supported another \$3.6 million in indirect and induced spending for a total business sales impact of \$9.9 million. This economic activity supported about 6,300 person-shifts – equivalent to nearly 80 annual full-time employees with total earnings of \$3.2 million.

Economic Impact Details			
	Direct	Indirect/Induced	Total
Business Sales	\$6,352,908	\$3,565,514	\$9,918,422
Personal Income	\$2,256,650	\$1,000,903	\$3,257,553
Jobs Supported			
Persons	5,005	1,314	6,319
Annual FTEs	63	16	79
Taxes and Assessments			
<u>Federal Total</u>	<u>\$589,515</u>	<u>\$300,579</u>	<u>\$890,094</u>
<u>State Total</u>	<u>\$330,572</u>	<u>\$91,718</u>	<u>\$422,290</u>
sales	\$275,842	\$64,625	\$340,467
income	\$30,783	\$13,654	\$44,437
bed	\$0	-	\$0
other	\$23,947	\$13,440	\$37,386
<u>Local Total (excl. property)</u>	<u>\$319,715</u>	<u>\$21,838</u>	<u>\$341,553</u>
sales	\$57,071	\$13,371	\$70,441
income	\$0	\$0	\$0
bed	\$210,883	-	\$210,883
per room charge	\$0	-	\$0
tourism district	\$36,675	-	\$36,675
restaurant	\$0	\$0	\$0
other	\$15,086	\$8,467	\$23,553
property tax	\$92,293	\$35,788	\$128,081

Local tax revenues amounted to over \$340,000, coming primarily in bed taxes and sales tax revenues.



These estimates were developed based on input data covering the number of event attendees, estimated shares of local versus non-local attendees, average visitor spending and length of stay, and host organization, media, and sponsor spending. These inputs were entered into the Destinations International Economic Impact Calculator. Tourism Economics made additional calibrations to the model output in order to capture jobs, income, and tax revenues generated in the region.

Please let us know if you have any questions regarding this analysis.

Best regards,

Adam Sacks
President | Tourism Economics



IRONMAN®

IRONMAN®

THE BRAND

PREMIUM. COMPETITIVE. EXCLUSIVE. BE PART OF THE JOURNEY TO PROVE *ANYTHING IS POSSIBLE.*[®]



What started as a single race in 1978 and quickly became a phenomenon, has evolved into the flagship brand of a now global portfolio of world class endurance events. That portfolio has grown from one original IRONMAN[®] event with fifteen participants to more than one million athletes participating across our brands every year.

IRONMAN[®] can continue to be your signature event.

World Triathlon Corporation seeks a new destination to host an IRONMAN 70.3 event specifically in Morro Bay, California in 2023. A fixture on the N. American and worldwide endurance calendar, an IRONMAN 70.3 draws approximately 2,500 athletes, plus thousands more spectators. All while generating millions in direct economic impact to the community each year.

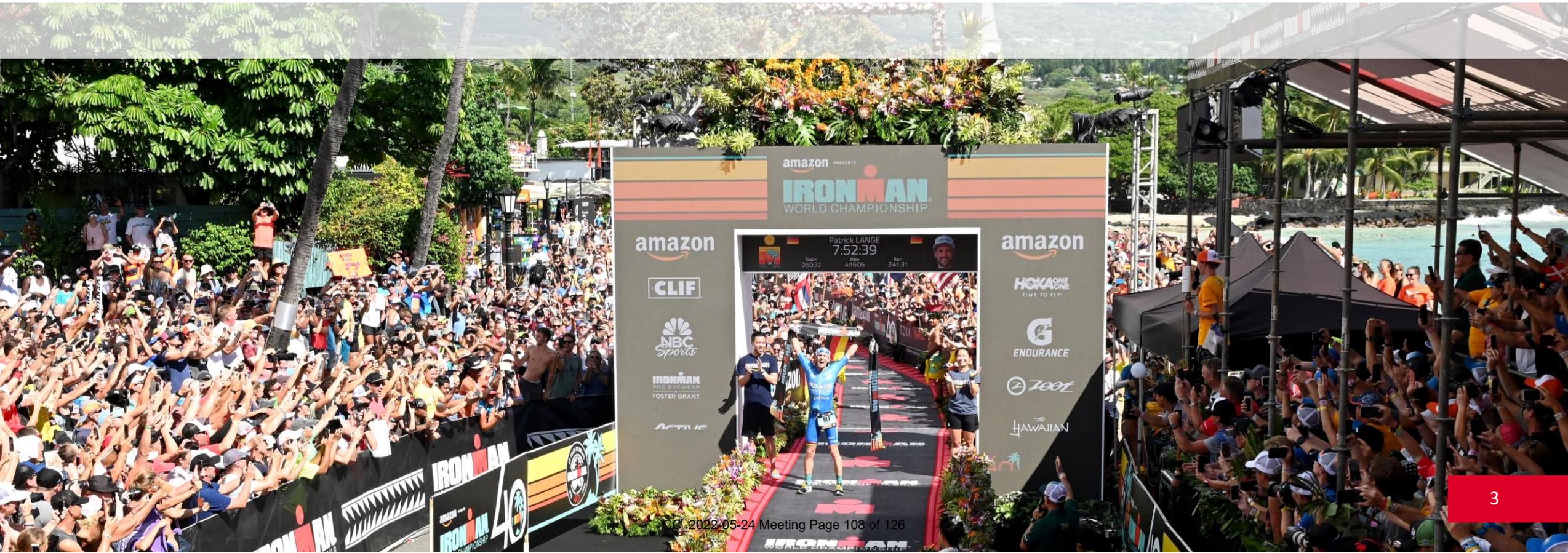
OUR MISSION:



GREAT RACES

IRONMAN seeks to organize the best races in the world.

IRONMAN events capture the imagination of people around the world. We strive to produce races that athletes are proud to have completed and to create experiences they never stop talking about. Our races are the most prestigious in every sector that we participate. The events are delivered on a professional scale with a local community spirit.



COMPANY HISTORY

BACKGROUND

On February 18, 1978, 15 competitors came to the shores of Waikiki, Hawai'i to take on the first-ever IRONMAN challenge. It was an idea hatched by John Collins, a Naval Officer stationed in Hawai'i, and his wife Judy during a swim club gathering. Collins' proposal was a friendly test of fitness combining the three toughest endurance races on Oahu into one race: The 2.4-mile Waikiki Rough-water Swim, the 112-miles Around-Oahu Bike Race, followed by a 26.2-mile run on the Honolulu Marathon course.

That first race would set the stage for what IRONMAN would become: the most-challenging single-day sporting event in the world, and a brand symbolizing the belief that "Anything is Possible." IRONMAN now operates 40 IRONMAN races, 106 IRONMAN 70.3 races, and numerous short-course triathlons and multisport festivals.

IRONMAN has become one of the world's strongest brands, renowned for the passion and engagement of its athletes. IRONMAN athletes from around the world embrace challenges and celebrate leading healthy and goal-oriented lifestyles.

IRONMAN has expanded its focus beyond triathlon, purchasing running, cycling, and mountain biking events around the world. Over the past few years, the ASB Auckland Marathon, the Standard Chartered Singapore Marathon, and a number of other independent running events joined our family of races. In 2016, the purchase of the Lagardere endurance event portfolio brought the UCI VELOTHON Majors road cycling series, the Bordeaux Marathon, and the Queenstown and Hawkes Bay International Marathons into the fold.

In 2017, IRONMAN acquired Competitor Group Holding (CGI), owners of the signature Rock 'n' Roll Marathon Series. CGI's more than 30 events host over 600,000 athletes each year. Since the debut of the first Rock 'n' Roll Marathon in 1998, CGI has continued to expand throughout the United States, the UK, and China. Their events have innovated the running industry with their musically infused block-party atmosphere. Also this year, the Dalian Wanda Group began a 10-year partnership with the Abbott World Marathon Majors, an association of the organizers of the world's greatest running races in the world's greatest cities.

IRONMAN expanded into mountain biking acquiring the highly regarded Cape Epic mountain bike race in South Africa and a number of other prominent mountain bike stage races around the world..

With 374 events in our portfolio of brands, IRONMAN's family of events now provide the benefits of endurance sports to more than one million participants across 50 countries annually.



IRONMAN®



TRIATHLON



RUNNING



MOUNTAIN BIKING

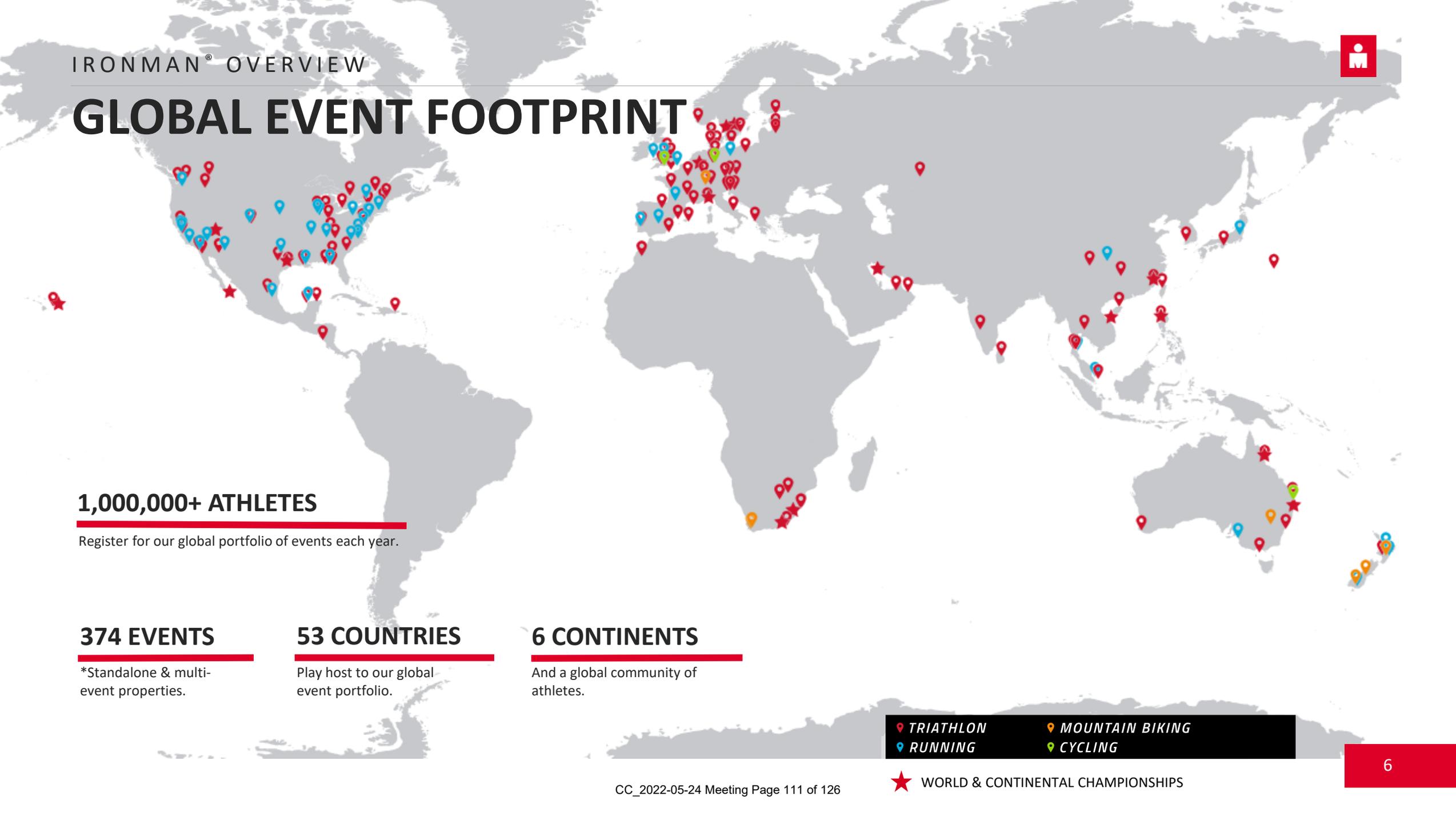


CYCLING





GLOBAL EVENT FOOTPRINT



1,000,000+ ATHLETES

Register for our global portfolio of events each year.

374 EVENTS

*Standalone & multi-event properties.

53 COUNTRIES

Play host to our global event portfolio.

6 CONTINENTS

And a global community of athletes.

- 📍 TRIATHLON
- 📍 RUNNING
- 📍 MOUNTAIN BIKING
- 📍 CYCLING

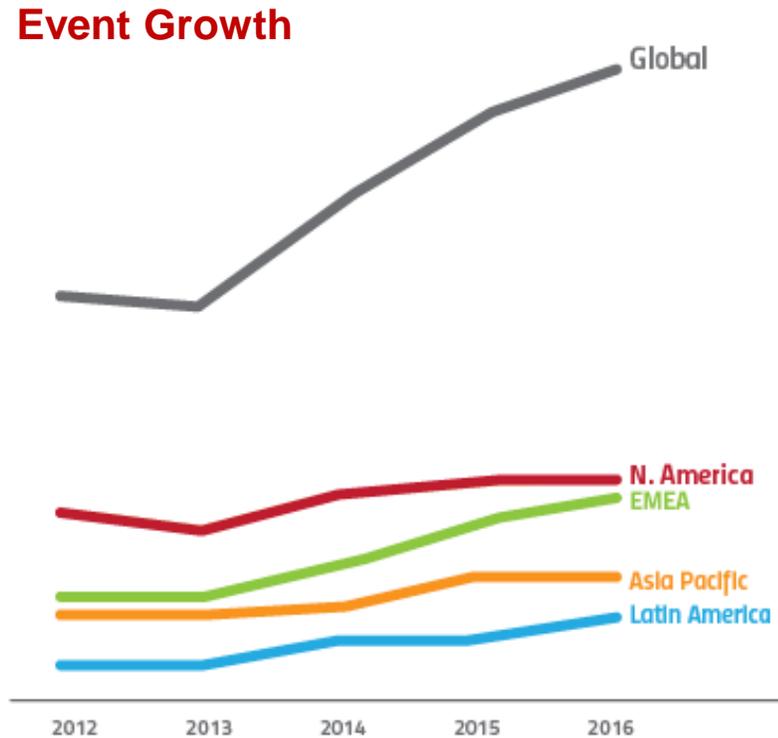
★ WORLD & CONTINENTAL CHAMPIONSHIPS



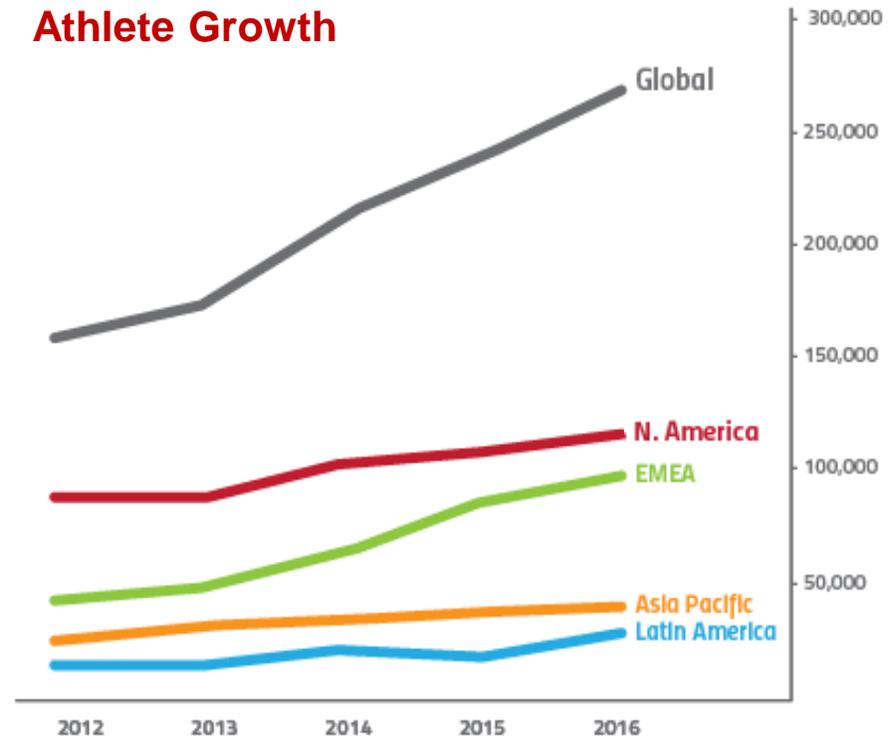
GROWTH & EXPANSION

IRONMAN & IRONMAN 70.3 Growth

Event Growth



Athlete Growth



Bloomberg Businessweek
News From Bloomberg

“As interest in golf falls by almost every measure, so-called endurance sports — triathlon, running, cycling are exploding in popularity.” - Michael Buteau



DIGITAL REACH: 6.4 Million Total Social Followings



Facebook Watch

Since June 2018

Total Views

Non-Unique People who watched for at least 3 seconds.

145 Million+

Total Engagements

Likes + Shares + Comments

4.5 Million+

Total Reach

Unique people who saw the post.

250 Million+



Websites

31,834,594

Global Sessions 2017
IRONMAN.com

13 Million

Global Sessions 2017
RockNRollMarathon.com



Apps

275,000

Downloads
IRONMAN Tracker

19,000

Downloads
Oceania App

16,000

Downloads
RnR App



DIGITAL REACH: Boulder 70.3 2021*

*Example of a recent 70.3 distance event

Live Stream Views

Live Stream Views of Facebook Watch.

1.15 Million



Facebook Watch

Video Views

Event video views including previews and highlights.

1.61 Million



Instagram

Total Video Watched

Minutes of Boulder 70.3 video watched.

860,000

Total Impressions

Boulder related content across Facebook, Instagram, and Twitter

11.6 Million





CORE CONSUMER PROFILE



AVERAGE ANNUAL HOUSEHOLD INCOME



% MALE/ % FEMALE



AVERAGE ATHLETE AGE

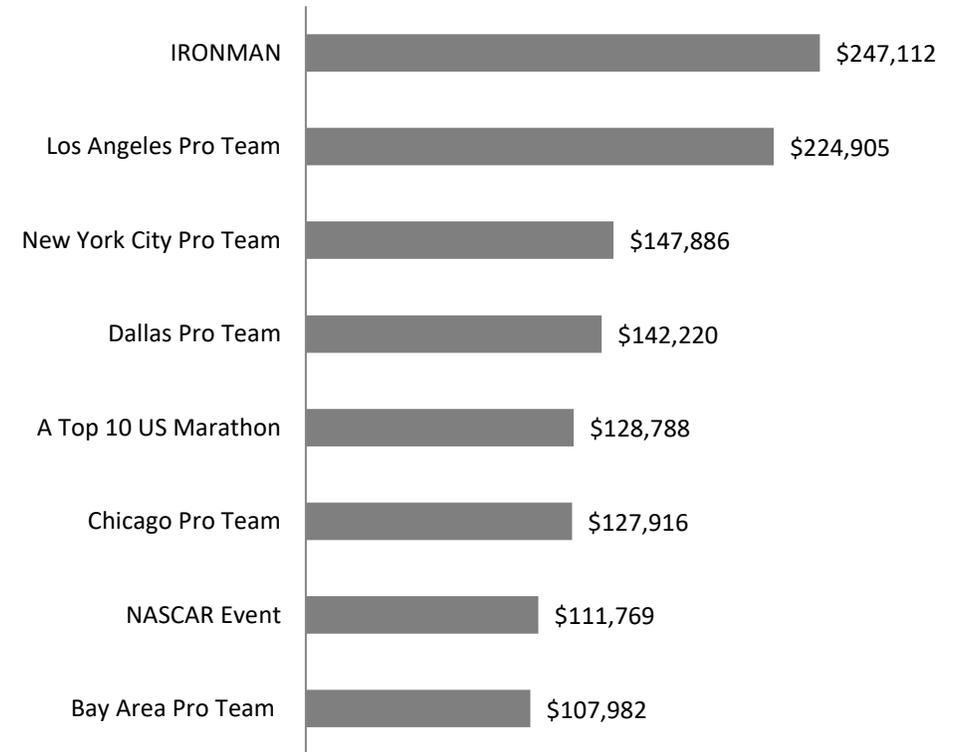


HOME OWNERSHIP



UNIVERSITY EDUCATED

HHI COMPARISON



CORE AUDIENCE ENGAGEMENT

1.3 RACES PER ATHLETE

Avg. number of times individuals race IRONMAN + IRONMAN 70.3 Events per year.

20 HRS PER WEEK/ 1,000 HRS PER YEAR

Avg. time athletes dedicate to training, annually.

70% EMAIL OPEN RATE

Avg. open rate for event athlete emails.

\$7,000–\$26,500 SPENT PER ATHLETE

*Spent annually per athlete, taking into account equipment, training costs, travel, race fees, and accommodations for a single IRONMAN event.

*McAlaster, Trish. "How Much Does It Cost to Race an Ironman?" The Globe and Mail, The Globe and Mail, 19 June 2017, www.theglobeandmail.com/sports/more-sports/i-am-ironman/article14815416/.





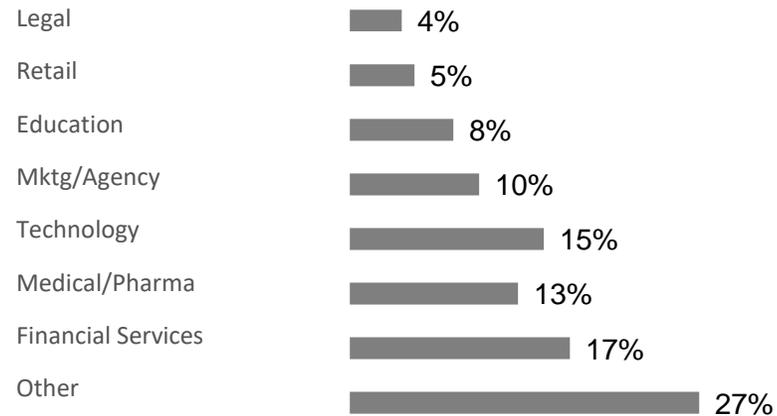
PROFESSIONS + PERSONAS



44%

INFLUENCE FINANCIAL DECISIONS AT WORK

OCCUPATIONAL BREAKDOWN



CORE AUDIENCE PERSONAS



BUCKET LISTERS



ONE + DONERS

LIFERS

LIFERS



LIFERS

MID-LIFERS



GUT BUSTERS + BUTT BUSTERS



SOUL SEARCHERS



FUNDRAISERS

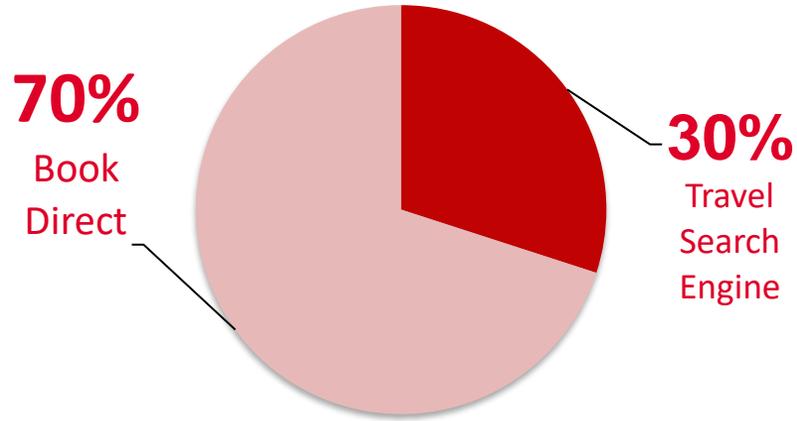


ALPHA DOGS

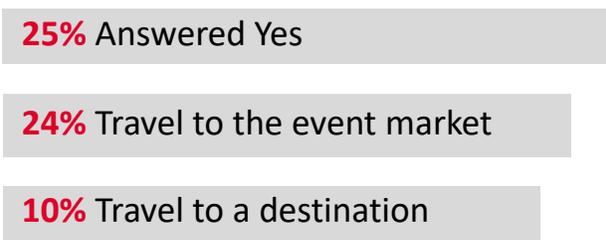
Snapshot of the athletes who make up our core IRONMAN & IRONMAN 70.3 customers based on a 2015 Turnkey Research survey. Personas by Kwittken (Agency).



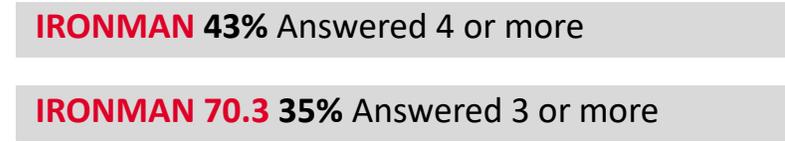
TRAVEL DATA: ATHLETE SURVEY RESULTS



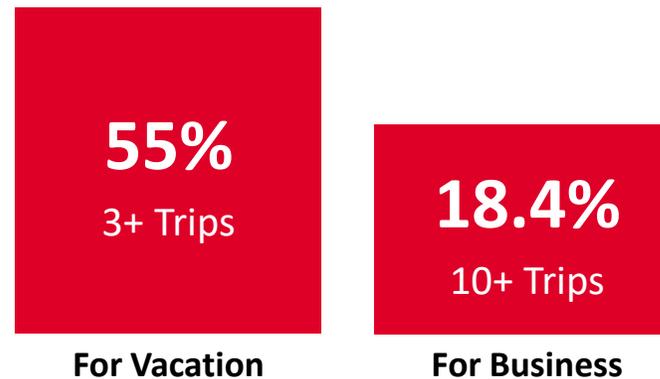
Do you travel to train for your IRONMAN race? If so, where?



How many people traveled with you to your race?



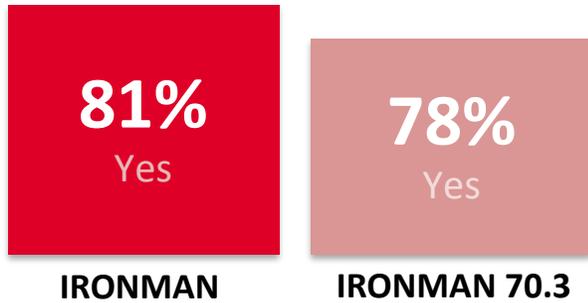
How much additional travel do you do during the year?



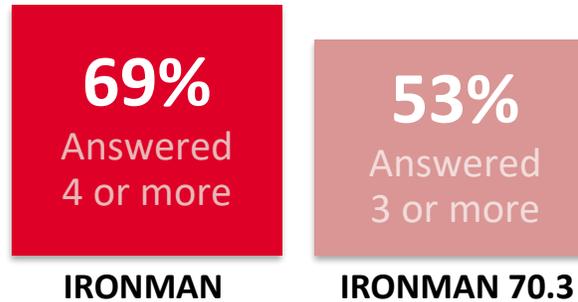


TRAVEL DATA: ATHLETE SURVEY RESULTS

Do you book a hotel when traveling to events?



How many nights do you stay at an event?



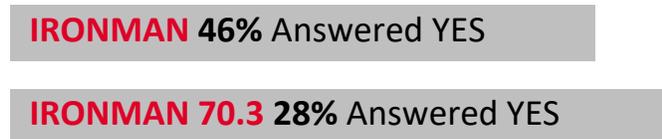
Reward or Loyalty Program Membership

75%
Airline

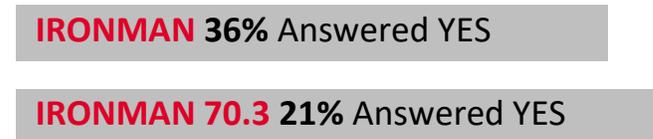
68%
Hotel

44%
Car Rental

Do you travel to events via airline?



Do you rent a vehicle when traveling to events?

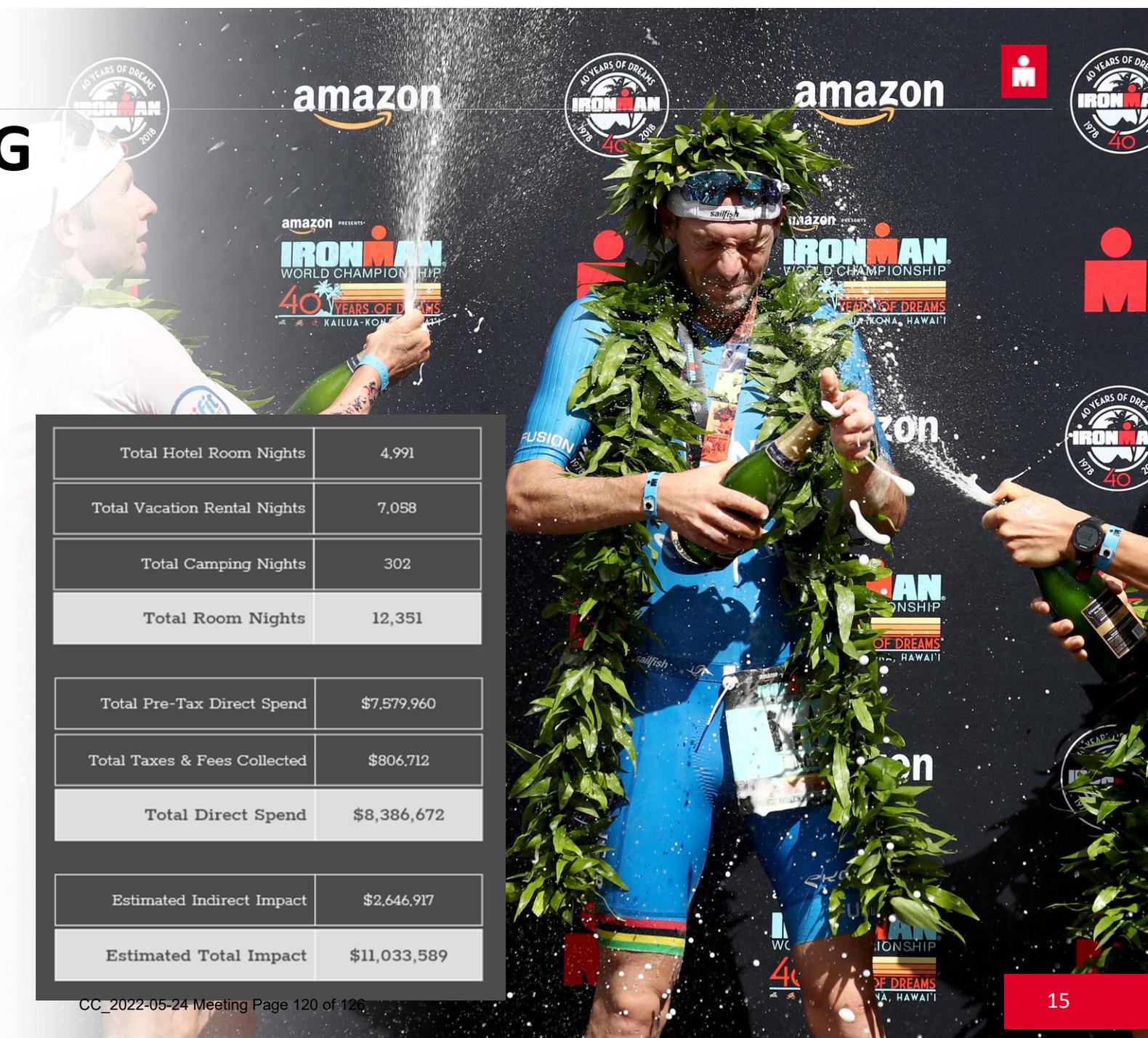


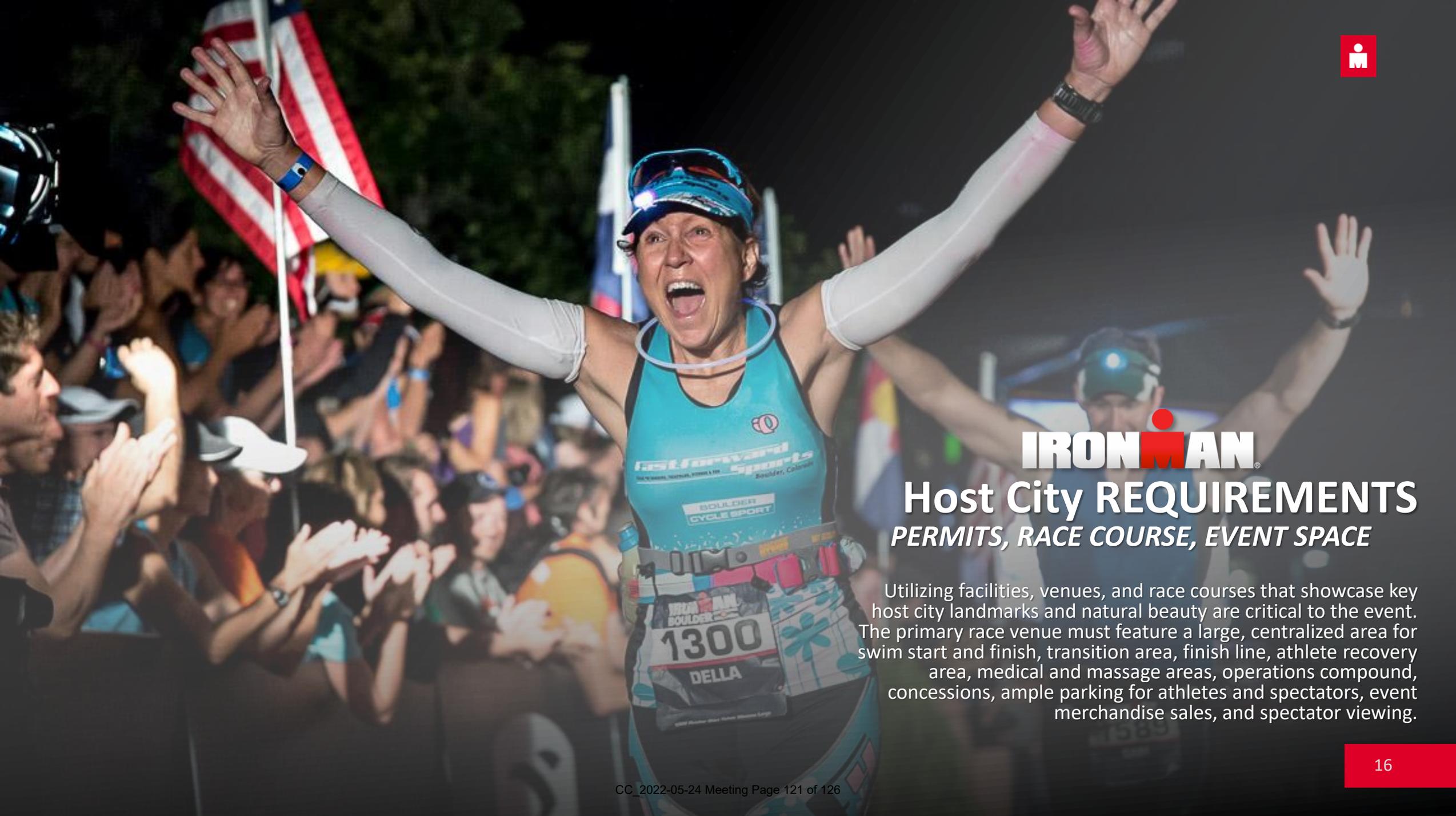
BENEFITS OF HOSTING

- **Community Economic Impact:** Existing IRONMAN 70.3 host communities have measured \$10,000,000 USD of direct economic impact on the local economy, with a total of \$13,000,000 USD when also factoring indirect and induced impacts. IRONMAN Host Communities range from \$10,000,000 to \$15,000,000 in direct EI to their economy
- **Hotel Room Nights:** Existing IRONMAN host communities see room night counts upwards of 12,000. Athletes stay an average of 3 to 4 nights in market for IRONMAN events
- Influx of 8,000 athletes, spectators, and media over a three to four day period
- Coveted qualifying slots to the IRONMAN 70.3 World Championships or IRONMAN World Championships
- Reinforcement of the SLO Cal community as an active endurance sports and tourism destination

[Santa Rosa 70.3 – Economic Impact Report >>>>](#)

Total Hotel Room Nights	4,991
Total Vacation Rental Nights	7,058
Total Camping Nights	302
Total Room Nights	12,351
Total Pre-Tax Direct Spend	\$7,579,960
Total Taxes & Fees Collected	\$806,712
Total Direct Spend	\$8,386,672
Estimated Indirect Impact	\$2,646,917
Estimated Total Impact	\$11,033,589





IRONMAN

Host City REQUIREMENTS *PERMITS, RACE COURSE, EVENT SPACE*

Utilizing facilities, venues, and race courses that showcase key host city landmarks and natural beauty are critical to the event. The primary race venue must feature a large, centralized area for swim start and finish, transition area, finish line, athlete recovery area, medical and massage areas, operations compound, concessions, ample parking for athletes and spectators, event merchandise sales, and spectator viewing.

MORRO BAY, CALIFORNIA PROPOSAL

IRONMAN or IRONMAN 70.3?

IRONMAN 70.3

When would we race?

2023
MAY

IRONMAN
70.3

Swim
1.2 Miles

Bike
56 Miles

Run
13.1 Miles

What length of agreement?

2-3 years

What would be the footprint?

- Swim in Morro Bay Harbor
- Bike North on Highway 1
- Run in or around the town of Morro Bay and Los Osos
- IRONMAN Village in town or near Morro Bay Rock



IRONMAN 70.3 RACE WEEK ACTIVITIES - Sample

Mon - Thurs	FRIDAY	SATURDAY	SUNDAY	MONDAY
Production set up and preparations	Athlete Registration	Athlete Registration		
	IRONMAN Village	IRONKIDS Race		
	VIP Services	Bike And Gear Check-in	RACE DAY	
	Athlete Briefings	IRONMAN Village	Production tear down and load out	Final load out if necessary
	Professional Athletes Panel	VIP Services		
		Athlete Briefings		



HOST CITY REQUIREMENTS

PERMITS

Host would be responsible for producing all permits and permissions for all courses and required venues in writing to IRONMAN a minimum of 180 days prior to the event – IRONMAN will fill out permits, but all fees and approvals will need to be covered and approved by the city as long as plans meet safety and city standards

RACE COURSE

SWIM	<p>1.2 Miles Water conditions must be clean, safe and appropriate for swimming. A one-loop course is preferred; Morro Bay Harbor is certainly satisfactory.</p>
BIKE	<p>56 Miles Use of Highway 1 with athletes traveling Northbound and returning back to Morro Bay. Santa Cruz hosts a 70.3 and also utilizes Highway 1. This is the same CHP permitting group.</p>
RUN	<p>13.1 Miles For the safety of athletes, full road closures are required throughout the entire run course. A three-loop course is the maximum number of loops that we will accept. – finish could be downtown or at park. Consider using trails/bike paths to reduce closures</p>
FINISH LINE	<p>The finish line could be located in a high-profile downtown entertainment, cultural or historic district with ample parking and space for festivities and backstage operations. Finish line could also be located at the park to reduce street closures and impact. Both options are considerations.</p>
TRANSITION AREA	<p>The transition area should be 100,000 square feet of usable space. Transition space should be free of obstructions and planters. All parking obstructions and planters must be deducted from the measurements to create the final usable space calculation. A single transition area is preferred.</p>



HOST CITY REQUIREMENTS

EVENT SPACE

Host is responsible for providing the following spaces six (6) days prior to race day and one (1) day following the race unless otherwise specified.

RACE OFFICE	Large meeting room (minimum of 800 square foot space)- Usually close to the venue but not always necessary
ATHLETE REGISTRATION	3,200 square foot space to process athletes over a two-day period – A tent at the village will work – you provide the space, we provide the tent
IRONMAN VILLAGE	20,000 – 40,000 square foot space to accommodate vendor booths near athlete registration
IRONMAN STORE	5,600 square foot space near athlete registration and 1,000 square foot space near the finish line (tented) – included above but worth noting
ATHLETE RECOVERY AREA	10,000 square foot space located near finish line – The area you load athletes into once they finish for food, massage and relaxing
VIP HOSPITALITY	5,000 square foot space located near finish line
MEDICAL AREA	5,000 square foot space located near finish line
SUPPLY DEPOT	Secured 40,000 square foot outdoor space needed fourteen (14) days prior to race day and 2 days following the race to organize event supplies and load trucks – Ideally fenced in for security. Usually a city owned public works area that is secured already

CLIF

NBC Sports

IRONMAN
PRO EYEWEAR
BY
FOSTER GRANT

ACTIVE

1978 - 2018

Swim
0:50:37

Bike
4:16:05

Run
2:41:31



HOKA ONE ONE
TIME TO FLY™

G
ENDURANCE

IRONMAN

#A