

# City of Morro Bay

## City Council Agenda

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### *Mission Statement*

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

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**REGULAR MEETING – JUNE 26, 2012**

**CLOSED SESSION**

**CITY HALL CONFERENCE ROOM - 5:00 P.M.  
595 HARBOR ST., MORRO BAY, CA**

**CS-1 GOVERNMENT CODE SECTION 54957.6; CONFERENCE WITH LABOR NEGOTIATOR.** Conference with City Manager, the City's Designated Representative, for the purpose of reviewing the City's position regarding the terms and compensation paid to the City Employees and giving instructions to the Designated Representative.

**CS-2 GOVERNMENT CODE SECTION 54956.8; REAL PROPERTY TRANSACTIONS:** Instructing City's real property negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease of real property as to one (1) parcel.

- **Property: Sea One Solutions LLC - Lease Site 124-128/124W-128W & 113W**  
Negotiating Parties: Neil and City of Morro Bay  
Negotiations: Terms and Conditions of Lease

**IT IS NOTED THAT THE CONTENTS OF CLOSED SESSION MEETINGS  
ARE CONFIDENTIAL AND EXEMPT FROM DISCLOSURE.**

**PUBLIC SESSION – JUNE 26, 2012  
VETERANS MEMORIAL HALL - 6:00 P.M.  
209 SURF ST., MORRO BAY, CA**

ESTABLISH QUORUM AND CALL TO ORDER  
MOMENT OF SILENCE  
PLEDGE OF ALLEGIANCE  
MAYOR AND COUNCILMEMBERS ANNOUNCEMENTS & PRESENTATIONS  
CLOSED SESSION REPORT

PUBLIC COMMENT PERIOD - Members of the audience wishing to address the Council on City business matters (other than Public Hearing items under Section B) may do so at this time.

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

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

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

A. CONSENT CALENDAR

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

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE REGULAR MEETING OF JUNE 12, 2012; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

A-2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY OF MORRO BAY ON THE 5<sup>th</sup> DAY OF JUNE, 2012; DECLARING THE RESULTS THEREOF, AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW; (ADMINISTRATION)

**RECOMMENDATION: Adopt Resolution 34-12.**

A-3 RESOLUTION PROHIBITING STREET WORK IN COMMERCIAL AREAS BETWEEN MEMORIAL DAY AND LABOR DAY; (CITY COUNCIL)

**RECOMMENDATION: Adopt Resolution 27-12.**

A-4 RESOLUTION NO. 30-12 ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 620, MISCELLANEOUS AND HARBOR SAFETY EMPLOYEES, AND RELATED COMPENSATION; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Adopt Resolution No. 30-12, approving the Memorandum of Understanding with SEIU, Local 620.**

A-5 RESOLUTION NO. 31-12 AUTHORIZING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE MORRO BAY SEIU MISCELLANEOUS AND HARBOR SAFETY EMPLOYEES; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Adopt Resolution No. 31-12, authorizing paying and reporting the value of EPMC at 0%.**

A-6 INFORMATIONAL REPORT ON THE ENFORCEMENT OF LAWS/ORDINANCES GOVERNING SKATEBOARDING; (POLICE)

**RECOMMENDATION: Receive and file.**

A-7 STATUS REPORT ON THE JODY GIANNINI FAMILY DOG PARK; (RECREATION & PARKS)

**RECOMMENDATION: Review the status of the Jody Giannini Family Dog Park and allow staff to continue working with the Morro Bay Pups in providing the operation and maintenance of the off leash dog area within Del Mar Park.**

A-8 RESOLUTION NO. 35-12 AUTHORIZING SAN LUIS OBISPO COUNTY ASSESSOR TO ASSESS AMOUNTS DUE ON DELINQUENT SOLID WASTE COLLECTION ACCOUNTS AS TAX LIENS AGAINST THE PROPERTIES; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Adopt Resolution No. 35-12.**

**B. PUBLIC HEARINGS, REPORTS & APPEARANCES**

B-1 RESOLUTION NO. 32-12 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

**RECOMMENDATION: Adopt Resolution No. 32-12 confirming the levy of Assessment for Fiscal Year 2012-13.**

B-2 RESOLUTION NO. 33-12 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

**RECOMMENDATION: Adopt Resolution No. 33-12 confirming the levy of Assessment for Fiscal Year 2012-13.**

**C. UNFINISHED BUSINESS**

C-1 RESOLUTION NO. 29-12 ADOPTING THE FISCAL YEAR 2012/13 OPERATING BUDGETS; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Adopt Resolution No. 29-12, approving the Fiscal Year 2012/13 Budget with amendments made at this meeting, if any.**

C-2 PROGRESS REPORT ON THE UTILIZATION OF BIG BELLY GARBAGE RECEPTACLES AT THE MORRO ROCK PARKING LOT; (RECREATION & PARKS)

**RECOMMENDATION: Review the Big Belly Solar Powered Trash Compactor option to improve the solid waste service at the Morro Rock parking lot and direct staff to implement based on the available resources.**

**D. NEW BUSINESS**

D-1 DISCUSSION OF FY 2012/2013 TROLLEY SEASON; (PUBLIC SERVICES)

**RECOMMENDATION: Review trolley ridership data and provide direction to staff as necessary.**

D-2 REVIEW OF REGULATIONS AND POLICY REGARDING VEGETATION MANAGEMENT BY PACIFIC GAS AND ELECTRIC (PG&E) IN PROXIMITY TO THEIR POWER LINE FACILITIES; (PUBLIC SERVICES)

**RECOMMENDATION: Review the regulations and policy and provide direction to staff.**

D-3 PILOT NEIGHBORHOOD TRAFFIC MANAGEMENT PLAN ON ISLANDS  
STREETS; (CITY COUNCIL)

**RECOMMENDATION:** Authorize the Public Services Director to initiate a pilot “Neighborhood Traffic Management Plan” (NTMP) for the “Island” Streets area.

E. DECLARATION OF FUTURE AGENDA ITEMS

F. ADJOURNMENT

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

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

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

**AGENDA NO: A-1**

**MEETING DATE: 06/26/2012**

MINUTES - MORRO BAY CITY COUNCIL  
BUDGET HEARING – JUNE 12, 2012  
VETERAN’S MEMORIAL HALL – 4:00P.M.

Mayor Yates called the meeting to order at 4:00 p.m.

PRESENT:	William Yates	Mayor
	Carla Borchard	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	Andrea Lueker	City Manager
	Robert Schultz	City Attorney
	Jamie Boucher	City Clerk
	Susan Slayton	Administrative Services Director
	Rob Livick	Public Services Director
	Mike Pond	Fire Chief
	Mike Lewis	Interim Police Chief
	Eric Endersby	Harbor Operations Manager
	Joe Woods	Recreation & Parks Director

Administrative Services Director Susan Slayton presented the FY 2012/13 Budget. She stipulated that the budget was balanced and published prior to the announcement from Dynegy and as such, realizes that there will be necessary changes to the document.

PUBLIC COMMENT

Michele Jacquez spoke on behalf of the MBTBID requesting that no monies be taken from their marketing and promotional efforts.

Susan Stewart spoke on behalf of the Morro Bay Chamber of Commerce and their Economic Development Proposal as she feels we must address the economic development of Morro Bay. She requested that the original request of \$116,500 be revised to \$80,000.

Christine Rogers also supports a diversified economy in Morro Bay and hoped that Council would fund the Economic Development Plan.

Israel Dominguez spoke on behalf of Economic Development and as the Director of Cuesta College’s Business and Entrepreneurship Center, hopes to partner with Morro Bay as he feels they can help.

Chris Christensen stated that business is important to a community and the Chamber has always been an advocate of business. He also supports the Economic Development Plan concept.

John Weiss stated that there are too many storefront vacancies in Morro Bay and that we all need to be part of the solution. The Chamber is guided by local business people and the CEO has economic development expertise; both of which should be a huge help if afforded the opportunity to implement the Economic Development Plan.

Joan Solu spoke on behalf of the Morro Bay TBID who met earlier that day. She and they hope that Council will continue their financial support of the MBTBID's proven product.

Bob Swain sees the need for a good Economic Development Plan as we need to make sure that new businesses have something good to come here for. He feels that funds should be allocated in a way that everybody can prosper from.

Mayor Yates closed the public comment period.

Councilmember Smukler continues in his support of Economic Development and is inclined to fund the Economic Development Plan at \$75,000 with the remainder of the monies to marketing and promotions.

Councilmember Leage disagreed as he feels that more tourists will create more business opportunities and is in support of a majority of the monies going to the MBTBID - \$80,000 to TBID and the remainder to Economic Development.

Councilmember Johnson doesn't believe that the Economic Development Plan as proposed presented a real business model to follow and feels we need to go out with an RFP for Economic Development.

Councilmember Borchard also feels that the Economic Development Plan is lacking concrete information on how they are going to carry out the program. She is inclined to give \$50,000 to each group and give the remainder back to the general fund.

Mayor Yates feels that the funds should be split down the middle, half to the advertising and promotions and half to economic development.

MOTION: Councilmember Borchard moved the City Council take \$100,000 of the CPC monies and divide them equally between the Chamber's Economic Development Plan and the MBTBID as presented. The motion was seconded by Councilmember Johnson and failed 2-3 with Mayor Yates and Councilmembers Leage and Smukler voting no.

MOTION: Councilmember Borchard moved the City Council divide the \$116,500 equally between the Chamber's Economic Development Plan and the MBTBID. The motion was seconded by Councilmember Johnson and carried 4-1 with Councilmember Leage voting no.

The Council then proceeded to review the budget document department by department. Councilmember Borchard requested to review the cost of outsourcing the City's IT Services. Councilmember Johnson requested a revenue stream projection of the Fire Department's current modular building. Councilmember Borchard suggested taking the \$22,000 and \$2,400 requests in the Harbor Equipment Replacement Fund in an initial effort to help find the \$250,000 that is

necessary to replace the Dynegy monies. In that same vein, Councilmember Borchard suggested not filling the Harbor Business Manager position which could save approximately \$100,000. It was also discussed that the revenues for the Harbor Lease Site seemed “light” whereby they determined that they could increase those revenue projections by \$40,000. It was decided that the remaining \$83,000 necessary to balance the Harbor Fund would be taken from reserves. In addition, the concept of possible cost recovery measures on water usage by installing coin operated devices on some parts of the waterfront would be looked into.

There was a recess called of 10 minutes which will be followed by the Regular City Council Meeting. The budget discussions will be continued at the conclusion of the regular meeting.

MINUTES - MORRO BAY CITY COUNCIL  
REGULAR MEETING – JUNE 12, 2012  
VETERAN’S MEMORIAL HALL – 6:00P.M.

ESTABLISH QUORUM AND CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

MAYOR AND COUNCIL MEMBERS REPORTS, ANNOUNCEMENTS &  
PRESENTATIONS

CLOSED SESSION REPORT – There was no closed session meeting.

PUBLIC COMMENT

Cynthia Hawley, Attorney for “Save the Park” spoke in rebuttal to the statements made at the previous meeting by Dan Reddell. She stated that Betty Winholtz is not a party in the lawsuit; and that if the lawsuit was won, the claims about building or adding square footage to citizen’s properties is inaccurate. She also requested that the minutes be amended from the last meeting to reflect that what is recorded are statements made by Dan Reddell and not recorded as actual circumstances and events.

Sharon Moore requested Council support the kiosk advertising concept on the Embarcadero.

Taylor Newton spoke advertising an upcoming event, the First Annual Oyster Festival being held at the Morro Bay Golf Course on Saturday, June 16<sup>th</sup>.

Susan Macdonell, Manager at MV Transportation stated that the Trolleys are running. She also has trolley tokens available for local businesses to purchase. Kids (thru 12<sup>th</sup> grade) ride free from June 1<sup>st</sup> thru September 3<sup>rd</sup>.

Hal Abrams stated that Estero Bay Community Radio is now streaming on-line. He is asking the City to file for the FCC License.

Betty Winholtz spoke on the lease site amendment to Rose’s Landing stating that she felt that it might make for hard feelings to the other lease site holders who had to pay the higher percentage. She also spoke on the Gas Company’s Advanced Meter Project which she stated was another way of saying Smart Meters. One of the stations is right next to the elementary school which is not good for young developing minds. Finally she spoke out against CalTrans and its cuttings on North Highway 1 which she felt was major vegetation work.

Keith Taylor continued his fundraising efforts on behalf of the Morro Bay Reserve Firefighter program. He also thanked those candidates who ran in the election.

Doug Hamp spoke out against the disastrous job done by CalTrans in their trimming of the vegetation on North Highway 1.

Lynda Merrill requested the City write a letter to CalTrans to ask they put up a temporary fence until the plants grow on North Highway 1.

Mayor Yates closed the public comment period.

A. CONSENT CALENDAR

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

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE REGULAR MEETING OF MAY 22, 2012; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

A-2 AMENDMENT NO. 2 TO THE LEASE AGREEMENT FOR LEASE SITE 82-85/82W-85W, ROSE'S LANDING, LOCATED AT 725 EMBARCADERO, BETWEEN THE CITY OF MORRO BAY AND 725 EMBARCADERO LLC; (CITY ATTORNEY)

**RECOMMENDATION: Adopt Resolution No. 28-12.**

A-3 ZONING TEXT AMENDMENT #A00-014 MODIFYING SECTION 17.44.020.1 PROVIDING SPECIFIC REGULATIONS AS TO WHEN ADDITIONAL ONSITE PARKING WILL BE REQUIRED FOR EXISTING COMMERCIAL BUILDING(S) CONVERTING FROM ONE USE TO ANOTHER WITHOUT NEW CONSTRUCTION OR NEW ADDITIONS, FOR THE MAPPED SPECIFIC NORTH MAIN STREET COMMERCIAL AREA; (PUBLIC SERVICES)

**RECOMMENDATION: Adopt Ordinance No. 578.**

A-4 UPDATE ON TRANSIT ISSUES REGARDING REGIONAL TRANSIT AUTHORITY NORTH COAST ROUTE CHANGES, ESTERO BAY TRANSIT PROPOSAL AND FY 2010/2011 TRANSPORTATION DEVELOPMENT ACT AUDIT; (PUBLIC SERVICES)

**RECOMMENDATION: Receive and file the update.**

A-5 ADOPT RESOLUTION NO. 26-12 APPROVING SUBMISSION OF PROPOSITION 1B PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT GRANT APPLICATION; (PUBLIC SERVICES)

**RECOMMENDATION: Adopt Resolution 26-12.**

A-6 EXECUTION OF A GRANT AGREEMENT WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION FOR FISHING COMMUNITY SUSTAINABILITY PLANNING AND DEVELOPMENT; (ADMINISTRATION/HARBOR)

**RECOMMENDATION: Execute the attached grant agreement with the National Fish and Wildlife Foundation (NFWF).**

A-7 SOUTHERN CALIFORNIA GAS COMPANY – ADVANCED METER PROJECT;  
(PUBLIC SERVICES)

**RECOMMENDATION: Receive and file this information.**

A-8 RESOLUTION PROHIBITING STREET WORK BETWEEN MEMORIAL DAY AND  
LABOR DAY; (CITY COUNCIL)

Councilmember Smukler pulled Items A-7 and A-8 from the Consent Calendar.

MOTION: Councilmember Borchard moved the City Council approve Items A-1, A-2, A-3, A-4, A-5 and A-6 of the Consent Calendar. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

A-7 SOUTHERN CALIFORNIA GAS COMPANY – ADVANCED METER PROJECT;  
(PUBLIC SERVICES)

Councilmember Smukler pulled Item A-7 stating that he sees this as a presumptuous move on the part of the Gas Company. Public Services Director Rob Livick responded that the Gas Company does have to go through the Coastal Development Permit process which means it will go to the Planning Commission, then Council and ultimately the Coastal Commission.

MOTION: Councilmember Johnson moved the City Council approve Item A-7 of the Consent Calendar. The motion was seconded by Mayor Yates and carried 4-1 with Councilmember Smukler voting no.

A-8 RESOLUTION PROHIBITING STREET WORK BETWEEN MEMORIAL DAY AND  
LABOR DAY; (CITY COUNCIL)

Councilmember Smukler pulled Item A-8 stating that he wished that “commercial” areas would be specified; he also wanted an emergency component looked at. There was no action taken as Mayor Yates will speak with Public Services Director Livick and bring it back to the next meeting.

B. PUBLIC HEARINGS, REPORTS & APPEARANCES - NONE

C. UNFINISHED BUSINESS

C-1 STATUS OF PROJECT NO. MB-2012-S2: 2012, STREET REHABILITATION  
PROGRAM; (PUBLIC SERVICES)

Public Services Director Rob Livick presented his staff report.

Councilmembers discussed the residential work that will be done, especially the potential of the pilot project that will be done on Tide Street (or best street to be determined by staff and the contractor).

MOTION: Mayor Yates moved that staff negotiate with the contractor for additional work to be done instead of charging out liquidated damages. The motion was seconded by Councilmember Smukler and passed unanimously 5-0.

C-2 CONTINUED DISCUSSION OF INFORMATIONAL SIGNS/KIOSKS TO ENHANCE VISABILITY OF SPORTFISHING OPERATIONS AND OTHER WATER-RELATED BUSINESSES ON THE MORRO BAY WATERFRONT; (HARBOR)

Harbor Director Eric Endersby presented his staff report. The Harbor Advisory Board, who met after the staff report was written, unanimously supported the kiosk concept and also recommended fees associated with the project be waived. They also felt that the concept should include other water related businesses.

Councilmembers all like the concept of additional advertising capabilities for sportfishing businesses as well as other water-related businesses. They discussed the various options available to them (Wheelhouse, Kiosk, State Park Sign) as well as preferable placement locations of each.

MOTION: Councilmember Borchard moved approval for a temporary advertising sign specific to sportfishing be placed on the power box on the South T-Pier. The motion was seconded by Councilmember Leage and passed unanimously 5-0.

D. NEW BUSINESS

D-1 AUTHORIZATION FOR THE CITY TO FILE AN APPLICATION WITH THE FEDERAL COMMUNICATIONS COMMISSION FOR A LOW POWER FM (LPFM) RADIO STATION LICENSE; (CITY ATTORNEY)

City Attorney Rob Schultz presented the staff report.

All Councilmembers were in support of the City making the application to the FCC on behalf of Estero Bay Community Radio as long as there is a clause in the agreement between the City and Estero Bay Community Radio that protects the City.

MOTION: Councilmember Johnson moved approval of the City filing an application with the Federal Communications Commission (FCC) for a local "Low Power FM" radio station. The motion was seconded by Councilmember Leage and passed unanimously 5-0.

E. DECLARATION OF FUTURE AGENDA ITEMS

Councilmember Borchard requested an agenda item about the Trolley hours of operation; Councilmembers Smukler and Johnson concurred.

Councilmember Smukler requested an agenda item to discuss a Pilot Neighborhood Traffic Management Plan on Island Streets addressing traffic calming; no other Councilmember concurred, Councilmember Smukler to write and present this report.

#### BUDGET HEARING DISCUSSIONS CONTINUED

It is Council's intention to look for the \$200,000 that Dynegy will no longer be paying.

MOTION: Councilmember Johnson moved that Council take \$100,000 from the Risk Management Fund and \$100,000 from the General Fund Emergency Reserve Fund to account for the \$200,000 Dynegy shortfall. The motion was seconded by Councilmember Leage and passed unanimously 5-0.

The statement was made by Councilmember Borchard that there are still excess reserves that can be allocated towards other places.

Public Services Director Rob Livick stated that there is a \$200,000 in carry over from Measure Q funds for street repairs plus the \$250,000 in this year's budget gives a total budget of \$450,000 for street repairs.

Administrative Services Director Slayton brought up the use of the COPS Grant for a 1 year Police Car leasing program as well as the need for \$15,000 for the Public Services scanning project. There was Council consensus, without motion, to fund the scanning project through PEG funds. As far as the cars went, the City needs a 3 year commitment from Council for the use of Measure Q monies at \$8,000/year for the leasing program or a \$70,000 commitment for the purchase of 2 marked cars out of the Vehicle Replacement Fund.

MOTION: Councilmember Johnson moved the purchase of 2 marked vehicles from the Vehicle Replacement Fund. The motion was seconded by Councilmember Borchard and passed unanimously 5-0. A point of clarification was made; no more than \$70,000 would be spent on this purchase.

The remaining question from Council was the utilization of the \$73,000 in excess reserves. The majority consensus, without motion, was to use a majority of those funds for street repair. Councilmember Smukler did urge caution and felt it best to leave the funds in the reserve.

#### ADJOURNMENT

The meeting adjourned at 8:36 p.m.

Recorded by:

Jamie Boucher  
City Clerk

AGENDA NO:   A-2  

MEETING DATE:   06/26/12  

**RESOLUTION NO. 34-12  
RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION  
HELD IN THE CITY OF MORRO BAY  
ON THE 5<sup>th</sup> DAY OF JUNE, 2012;  
DECLARING THE RESULTS THEREOF,  
AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW**

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

**WHEREAS**, Measure “S” was passed in November 2007 and codified as Ordinance 528, amending Morro Bay Municipal Code Section 2.09.010 to have the General Municipal Election held at the time of the Statewide Primary Election with a runoff election, if necessary, to follow in the November election. Municipal general elections held at the time of the statewide primary provide that a candidate is elected at that time only if he or she receives votes on a majority of the ballots cast; and

**WHEREAS**, a regular General Municipal Election was held and conducted in the City of Morro Bay, County of San Luis Obispo, State of California, on Tuesday, June 5, 2012 as required by law; and

**WHEREAS**, notice of said election was duly and regularly given in time, for and manner as provided by law; that voting precincts were properly established; that an election was held and conducted and the votes cast thereat, received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in cities; and

**WHEREAS**, the Board of Supervisors of San Luis Obispo County has duly canvassed or caused to be canvassed the votes cast in the City of Morro Bay by the voters of the City at the General Municipal Election consolidated with the Statewide Primary Election held on June 5, 2012 and the County Clerk has duly certified to this City Council the result of the votes cast at said election which said certification is attached hereto and by reference made a part hereof.

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

Resolution No. 34-12

<b>Prepared By:</b> <u>  JB/RS  </u>	<b>Dept Review:</b> <u>          </u>
<b>City Manager Review:</b> <u>          </u>	
<b>City Attorney Review:</b> <u>          </u>	

1. That there were six voting precincts established for the purpose of holding said election consisting of consolidations of the regular election precincts in the City of Morro Bay as established for the holding of state and county elections.
2. That said General Municipal Election was held for the purpose of electing the following officers of said City as required by the laws relating to the cities in the State of California, to wit:
  - A Mayor of said City for the full term of two years;
  - Two members of the City Council of said City for the full terms of four years.
3. That the names of the persons voted for at said election for the Mayor are as follows:

Carla Borchard  
Jamie Irons  
William Yates  
Joe Yukich
4. That the names of the persons voted for at said election for Council Member of said City are as follows:

James R. Hayes  
Christine Johnson  
Noah Smukler  
Joan Solu
5. The City Council does declare and determine that:

**JAMIE IRONS** received votes on a majority of the ballots cast and was elected as Mayor of said City for the full term of two years.

**NOAH SMUKLER** received votes on a majority of the ballots cast and was elected as Council Member of said City for a full term of four years.

**CHRISTINE JOHNSON** received votes on a majority of the ballots cast was elected as Council Member of said City for a full term of four years.
6. At said election the names of the persons voted for and the numbers of votes given each person are as set forth in the attached certification.

7. The total number of votes cast in the City at said election and the total number of votes given in each precinct and by vote-by-mail voters of the City was and is set forth in the attached certification.
8. The City Clerk shall make and deliver to each of such persons so elected a Certificate of Election signed by the City Clerk and duly authenticated; the City Clerk shall also cause to be administered to each person elected, the Oath of Office prescribed in the State Constitution of the State of California and shall have them subscribe thereto and file the same in the office of the City Clerk. Whereupon, each and all of said persons so elected should be inducted into the respective office to which they have been elected on December 10, 2012.
9. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the same was passed and adopted.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a special meeting thereof held on the 26<sup>th</sup> day of June 2012 on the following vote:

AYES:

NOES:

ABSENT:

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WILLIAM YATES, Mayor

ATTEST:

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JAMIE BOUCHER, City Clerk

**CERTIFICATE OF THE COUNTY CLERK  
RESULTS OF CANVASS OF ALL VOTES CAST  
JUNE 5, 2012 PRESIDENTIAL PRIMARY ELECTION  
CITY OF MORRO BAY**

I, **JULIE L. RODEWALD**, County Clerk-Recorder of the County of San Luis Obispo, do hereby certify that pursuant to law I did canvass the returns of the votes cast at the above referenced election in the City of Morro Bay on June 5, 2012, and that a photocopy of the Statement of Votes Cast to which this certificate is attached, shows the number of votes cast in said city for each candidate for the office of Mayor and Member of the City Council and that the totals shown for each candidate for the office of Mayor and Member of the City Council in said city and in each of the respective precincts therein, are full, true and correct.

**WITNESS**, my hand and Official Seal this 15th day of June, 2012.

*Julie L. Rodewald*

**JULIE L. RODEWALD, County Clerk-Recorder**



**Election Summary Report**  
**PRESIDENTIAL PRIMARY ELECTION**  
 Summary For Jurisdiction Wide, All Counters, CITY OF MORRO BAY  
**FINAL OFFICIAL ELECTION RESULTS**

Date:06/15/12  
 Time:11:00:21  
 Page:1 of 1

Registered Voters 147276 - Ballots Cast 4023 2.73%      Num. Report Precinct 141 - Num. Reporting 141 100.00%

CITY OF MORRO BAY MAYOR				
	Polling	VBM	Total	
Number of Precincts	6	0	6	
Precincts Reporting	6	0	6	100.0 %
Vote For	1	1	1	0.0 %
Ballots Cast (Reg. Voters 6720)	1354	2669	4023	59.9 %
Total Votes	1339	2590	3929	97.7 %
Number of Blank Votes	15	77	92	2.3 %
Number of Over Votes	0	2	2	0.0 %
Number Of Under Votes	0	0	0	0.0 %
<b>JAMIE IRONS</b>	796	1293	2089	51.93%
CARLA BORCHARD	234	587	821	20.41%
WILLIAM YATES	239	555	794	19.74%
JOE YUKICH	68	147	215	5.34%
Write-in Votes	2	8	10	0.25%

CITY OF MORRO BAY COUNCILMEMBER				
	Polling	VBM	Total	
Number of Precincts	6	0	6	
Precincts Reporting	6	0	6	100.0 %
Vote For	2	2	2	0.0 %
Ballots Cast (Reg. Voters 6720)	1354	2669	4023	59.9 %
Total Votes	2369	4488	6857	170.4 %
Number of Blank Votes	25	116	141	3.5 %
Number of Over Votes	1	0	1	0.0 %
Number Of Under Votes	287	618	905	22.5 %
<b>NOAH SMUKLER</b>	922	1636	2558	63.58%
<b>CHRISTINE JOHNSON</b>	792	1406	2198	54.64%
JOAN SOLU	355	821	1176	29.23%
JAMES R. HAYES	291	616	907	22.55%
Write-in Votes	9	9	18	0.45%

Statement of Votes Cast  
 PRESIDENTIAL PRIMARY ELECTION  
 SOVC For CITY OF MORRO BAY, All Counters, CITY OF MORRO BAY  
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 CITY OF MORRO BAY

	TURN OUT		
	Reg. Voters	Ballots Cast	% Turnout
Jurisdiction Wide			
CON 208-18			
Polling	991	182	18.37%
Vote by Mail	991	447	45.11%
Total	991	629	63.47%
CON 209-18			
Polling	874	187	21.40%
Vote by Mail	874	293	33.52%
Total	874	480	54.92%
CON 210-19			
Polling	1136	215	18.93%
Vote by Mail	1136	449	39.52%
Total	1136	664	58.45%
CON 211-20			
Polling	1269	247	19.46%
Vote by Mail	1269	505	39.80%
Total	1269	752	59.26%
CON 212-20			
Polling	1256	256	20.38%
Vote by Mail	1256	439	34.95%
Total	1256	695	55.33%
CON 213-20			
Polling	1194	267	22.36%
Vote by Mail	1194	536	44.89%
Total	1194	803	67.25%
Total			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
CONGRESSIONAL			
24TH CONGRESSIONAL DISTRICT			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
Total			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
SENATE			

Statement of Votes Cast  
**PRESIDENTIAL PRIMARY ELECTION**  
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	TURN OUT		
	Reg. Voters	Ballots Cast	% Turnout
<b>17TH SENATORIAL DISTRICT</b>			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
<b>ASSEMBLY</b>			
<b>35TH ASSEMBLY DISTRICT</b>			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
<b>BOARD OF EQUALIZATION</b>			
<b>STATE BOARD OF EQUALIZATION DIST 2</b>			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
<b>SUPERVISOR/COMMISSIONER</b>			
<b>2ND SUPERVISORIAL DISTRICT</b>			
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
<b>CITIES</b>			
<b>CITY OF MORRO BAY</b>			

Statement of Votes Cast  
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 CITY OF MORRO BAY

TURN OUT			
	Reg. Voters	Ballots Cast	% Turnout
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%
Polling	6720	1354	20.15%
Vote by Mail	6720	2669	39.72%
Total	6720	4023	59.87%

**Statement of Votes Cast**  
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**CITY OF MORRO BAY**

CITY OF MORRO BAY MAYOR

Jurisdiction	Reg. Voters	Ballots Cast	Total Votes	Number of Blank Votes	Number of Over Votes	Number Of Under Votes	JAMIE IRONS
Jurisdiction Wide							
CON 208-18							
Polling	991	182 100.00%	182	0 0.00%	0 0.00%	0 0.00%	102 56.04%
Vote by Mail	991	447 100.00%	431	16 3.58%	0 0.00%	0 0.00%	226 50.56%
Total	991	629 100.00%	613	16 2.54%	0 0.00%	0 0.00%	328 52.15%
CON 209-18							
Polling	874	187 100.00%	183	4 2.14%	0 0.00%	0 0.00%	106 56.68%
Vote by Mail	874	293 100.00%	286	6 2.05%	1 0.34%	0 0.00%	125 42.66%
Total	874	480 100.00%	469	10 2.08%	1 0.21%	0 0.00%	231 48.13%
CON 210-19							
Polling	1136	215 100.00%	213	2 0.93%	0 0.00%	0 0.00%	114 53.02%
Vote by Mail	1136	449 100.00%	440	9 2.00%	0 0.00%	0 0.00%	236 52.56%
Total	1136	664 100.00%	653	11 1.66%	0 0.00%	0 0.00%	350 52.71%
CON 211-20							
Polling	1269	247 100.00%	244	3 1.21%	0 0.00%	0 0.00%	146 59.11%
Vote by Mail	1269	505 100.00%	483	22 4.36%	0 0.00%	0 0.00%	213 42.18%
Total	1269	752 100.00%	727	25 3.32%	0 0.00%	0 0.00%	359 47.74%
CON 212-20							
Polling	1256	256 100.00%	252	4 1.56%	0 0.00%	0 0.00%	162 63.28%
Vote by Mail	1256	439 100.00%	429	10 2.28%	0 0.00%	0 0.00%	238 54.21%
Total	1256	695 100.00%	681	14 2.01%	0 0.00%	0 0.00%	400 57.55%
CON 213-20							
Polling	1194	267 100.00%	265	2 0.75%	0 0.00%	0 0.00%	166 62.17%
Vote by Mail	1194	536 100.00%	521	14 2.61%	1 0.19%	0 0.00%	255 47.57%
Total	1194	803 100.00%	786	16 1.99%	1 0.12%	0 0.00%	421 52.43%
Total							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
CONGRESSIONAL							
24TH CONGRESSIONAL DISTRICT							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
Total							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
SENATE							

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**CITY OF MORRO BAY**

CITY OF MORRO BAY MAYOR

	Reg. Voters	Ballots Cast	Total Votes	Number of Blank Votes	Number of Over Votes	Number Of Under Votes	JAMIE IRONS
<b>17TH SENATORIAL DISTRICT</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>Total</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>ASSEMBLY 35TH ASSEMBLY DISTRICT</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>Total</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>BOARD OF EQUALIZATION STATE BOARD OF EQUALIZATION DIST 2</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>Total</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>SUPERVISOR/COMMISSIONER 2ND SUPERVISORIAL DISTRICT</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%
<b>Total</b>							
Polling	6720	1354 100.00%	1339	15 1.11%	0 0.00%	0 0.00%	796 58.79%
Vote by Mail	6720	2669 100.00%	2590	77 2.88%	2 0.07%	0 0.00%	1293 48.45%
Total	6720	4023 100.00%	3929	92 2.29%	2 0.05%	0 0.00%	2089 51.93%

CITIES  
 CITY OF MORRO BAY



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	CITY OF MORRO BAY MAYOR		Write-In Votes
	CARLA BORCHARD	JOE YUKICH	
Jurisdiction Wide			
CON 208-18			
Polling	22 12.09%	22 12.09%	36 19.78%
Vote by Mail	88 19.69%	32 7.16%	84 18.79%
Total	110 17.49%	54 8.59%	120 19.08%
CON 209-18			
Polling	37 19.79%	19 10.16%	20 10.70%
Vote by Mail	78 26.62%	35 11.95%	46 15.70%
Total	115 23.96%	54 11.25%	66 13.75%
CON 210-19			
Polling	46 21.40%	12 5.58%	41 19.07%
Vote by Mail	98 21.83%	28 6.24%	77 17.15%
Total	144 21.69%	40 6.02%	118 17.77%
CON 211-20			
Polling	39 15.79%	9 3.64%	50 20.24%
Vote by Mail	134 26.53%	22 4.36%	112 22.18%
Total	173 23.01%	31 4.12%	162 21.54%
CON 212-20			
Polling	41 16.02%	3 1.17%	46 17.97%
Vote by Mail	75 17.08%	11 2.51%	105 23.92%
Total	116 16.69%	14 2.01%	151 21.73%
CON 213-20			
Polling	49 18.35%	3 1.12%	46 17.23%
Vote by Mail	114 21.27%	19 3.54%	131 24.44%
Total	163 20.30%	22 2.74%	177 22.04%
Total	234 17.28%	68 5.02%	239 17.65%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%
Total	821 20.41%	215 5.34%	794 19.74%
CONGRESSIONAL			
24TH CONGRESSIONAL DISTRICT			
Polling	234 17.28%	68 5.02%	239 17.65%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%
Total	821 20.41%	215 5.34%	794 19.74%
Total	234 17.28%	68 5.02%	239 17.65%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%
Total	821 20.41%	215 5.34%	794 19.74%
SENATE			

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	CITY OF MORRO BAY MAYOR			
	CARLA BORCHARD	JOE YUKICH	WILLIAM YATES	Write-In Votes
<b>17TH SENATORIAL DISTRICT</b>				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
Total				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
<b>ASSEMBLY</b>				
<b>35TH ASSEMBLY DISTRICT</b>				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
Total				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
<b>BOARD OF EQUALIZATION</b>				
<b>STATE BOARD OF EQUALIZATION DIST 2</b>				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
Total				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
<b>SUPERVISOR/COMMISSIONER</b>				
<b>2ND SUPERVISORIAL DISTRICT</b>				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
Total				
Polling	234 17.28%	68 5.02%	239 17.65%	2 0.15%
Vote by Mail	587 21.99%	147 5.51%	555 20.79%	8 0.30%
Total	821 20.41%	215 5.34%	794 19.74%	10 0.25%
<b>CITIES</b>				
<b>CITY OF MORRO BAY</b>				



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CITY OF MORRO BAY COUNCILMEMBER

	Reg. Voters	Ballots Cast	Total Votes	Number of Blank Votes	Number of Over Votes	Number Of Under Votes	JOAN SOLU
<b>Jurisdiction Wide</b>							
CON 208-18							
Polling	991	182 100.00%	320	1 0.55%	0 0.00%	42 23.08%	55 29.12%
Vote by Mail	991	447 100.00%	746	20 4.47%	0 0.00%	108 24.16%	131 29.31%
Total	991	629 100.00%	1066	21 3.34%	0 0.00%	150 23.85%	184 29.23%
CON 209-18							
Polling	874	187 100.00%	325	7 3.74%	0 0.00%	35 18.72%	44 23.53%
Vote by Mail	874	293 100.00%	509	7 2.39%	0 0.00%	63 21.50%	92 31.40%
Total	874	480 100.00%	834	14 2.92%	0 0.00%	98 20.42%	136 28.33%
CON 210-19							
Polling	1136	215 100.00%	369	2 0.93%	0 0.00%	57 26.51%	52 24.19%
Vote by Mail	1136	449 100.00%	763	17 3.79%	0 0.00%	101 22.49%	119 26.50%
Total	1136	664 100.00%	1132	19 2.86%	0 0.00%	158 23.80%	171 25.75%
CON 211-20							
Polling	1269	247 100.00%	438	4 1.62%	0 0.00%	48 19.43%	71 28.74%
Vote by Mail	1269	505 100.00%	834	26 5.15%	0 0.00%	124 24.55%	168 33.27%
Total	1269	752 100.00%	1272	30 3.99%	0 0.00%	172 22.87%	239 31.78%
CON 212-20							
Polling	1256	256 100.00%	446	7 2.73%	1 0.39%	50 19.53%	60 23.44%
Vote by Mail	1256	439 100.00%	742	15 3.42%	0 0.00%	106 24.15%	135 30.75%
Total	1256	695 100.00%	1188	22 3.17%	1 0.14%	156 22.45%	195 28.06%
CON 213-20							
Polling	1194	267 100.00%	471	4 1.50%	0 0.00%	55 20.60%	75 28.09%
Vote by Mail	1194	536 100.00%	894	31 5.78%	0 0.00%	116 21.64%	176 32.84%
Total	1194	803 100.00%	1365	35 4.36%	0 0.00%	171 21.30%	251 31.26%
Total							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
<b>CONGRESSIONAL</b>							
<b>24TH CONGRESSIONAL DISTRICT</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
<b>SENATE</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%

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CITY OF MORRO BAY COUNCILMEMBER

	Reg. Voters	Ballots Cast	Total Votes	Number of Blank Votes	Number of Over Votes	Number Of Under Votes	JOAN SOLU
<b>17TH SENATORIAL DISTRICT</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
Total							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
<b>ASSEMBLY</b>							
<b>35TH ASSEMBLY DISTRICT</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
Total							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
<b>BOARD OF EQUALIZATION</b>							
<b>STATE BOARD OF EQUALIZATION DIST 2</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
Total							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%
<b>SUPERVISOR/COMMISSIONER</b>							
<b>2ND SUPERVISORIAL DISTRICT</b>							
Polling	6720	1354 100.00%	2369	25 1.85%	1 0.07%	287 21.20%	355 26.22%
Vote by Mail	6720	2669 100.00%	4488	116 4.35%	0 0.00%	618 23.15%	821 30.76%
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Total	6720	4023 100.00%	6857	141 3.50%	1 0.02%	905 22.50%	1176 29.23%

CITIES  
 CITY OF MORRO BAY



Statement of Votes Cast  
 PRESIDENTIAL PRIMARY ELECTION  
 SOVC For CITY OF MORRO BAY, All Counters, CITY OF MORRO BAY  
 FINAL OFFICIAL ELECTION RESULTS  
 CITY OF MORRO BAY

		CITY OF MORRO BAY COUNCILMEMBER						
		NOAH SMUKLER	CHRISTINE JOHNSON	JAMES R. HAYES	Write-In Votes			
Jurisdiction Wide								
CON 208-18								
Polling	123	67.58%	102	56.04%	42	23.08%	0	0.00%
Vote by Mail	285	63.76%	242	54.14%	84	18.79%	4	0.89%
Total	408	64.86%	344	54.69%	126	20.03%	4	0.64%
CON 209-18								
Polling	135	72.19%	114	60.96%	32	17.11%	0	0.00%
Vote by Mail	194	66.21%	140	47.78%	81	27.65%	2	0.68%
Total	329	68.54%	254	52.92%	113	23.54%	2	0.42%
CON 210-19								
Polling	142	66.05%	127	59.07%	48	23.33%	0	0.00%
Vote by Mail	281	62.58%	244	54.34%	119	26.50%	0	0.00%
Total	423	63.70%	371	55.87%	167	25.15%	0	0.00%
CON 211-20								
Polling	167	67.61%	144	58.30%	55	22.27%	1	0.40%
Vote by Mail	278	55.05%	248	49.11%	139	27.52%	1	0.20%
Total	445	59.18%	392	52.13%	194	25.80%	2	0.27%
CON 212-20								
Polling	176	68.75%	149	58.20%	55	21.48%	6	2.34%
Vote by Mail	275	62.64%	241	54.90%	91	20.73%	0	0.00%
Total	451	64.89%	390	56.12%	146	21.01%	6	0.86%
CON 213-20								
Polling	179	67.04%	156	58.43%	59	22.10%	2	0.75%
Vote by Mail	323	60.26%	291	54.29%	102	19.03%	2	0.37%
Total	502	62.52%	447	55.67%	161	20.05%	4	0.50%
Total								
Polling	922	68.09%	792	58.49%	291	21.49%	9	0.66%
Vote by Mail	1636	61.30%	1406	52.68%	616	23.08%	9	0.34%
Total	2558	63.58%	2198	54.64%	907	22.55%	18	0.45%
CONGRESSIONAL								
24TH CONGRESSIONAL DISTRICT								
Polling	922	68.09%	792	58.49%	291	21.49%	9	0.66%
Vote by Mail	1636	61.30%	1406	52.68%	616	23.08%	9	0.34%
Total	2558	63.58%	2198	54.64%	907	22.55%	18	0.45%
Total								
Polling	922	68.09%	792	58.49%	291	21.49%	9	0.66%
Vote by Mail	1636	61.30%	1406	52.68%	616	23.08%	9	0.34%
Total	2558	63.58%	2198	54.64%	907	22.55%	18	0.45%

SENATE

Statement of Votes Cast  
 PRESIDENTIAL PRIMARY ELECTION  
 SOVC For CITY OF MORRO BAY, All Counters, CITY OF MORRO BAY  
 FINAL OFFICIAL ELECTION RESULTS  
 CITY OF MORRO BAY

		CITY OF MORRO BAY COUNCILMEMBER			
		NOAH SMUKLER	CHRISTINE JOHNSON	JAMES R. HAYES	Write-In Votes
<b>17TH SENATORIAL DISTRICT</b>					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
Total					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
<b>ASSEMBLY</b>					
<b>35TH ASSEMBLY DISTRICT</b>					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
Total					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
<b>BOARD OF EQUALIZATION</b>					
<b>STATE BOARD OF EQUALIZATION DIST 2</b>					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
Total					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
<b>SUPERVISOR/COMMISSIONER</b>					
<b>2ND SUPERVISORIAL DISTRICT</b>					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
Total					
Polling	922 68.09%	792 58.49%	291 21.49%	9 0.66%	
Vote by Mail	1636 61.30%	1406 52.68%	616 23.08%	9 0.34%	
Total	2558 63.58%	2198 54.64%	907 22.55%	18 0.45%	
CITIES CITY OF MORRO BAY					





AGENDA NO: A-3

MEETING DATE: June 26, 2012

## Staff Report

**TO:** HONORABLE CITY COUNCIL

**FROM:** MAYOR YATES

**DATE:** JUNE 18, 2012

**SUBJECT:** RESOLUTION PROHIBITING STREET WORK IN  
COMMERCIAL AREAS BETWEEN MEMORIAL DAY AND  
LABOR DAY

### **RECOMMENDATION**

Adopt Resolution 27-12.

### **BACKGROUND**

Based on discussions held at the May 22<sup>nd</sup> and June 12<sup>th</sup>, 2012 City Council meetings, this Resolution, as presented, strengthens and replaces existing Resolution 04-03 which has been presented in red-lined form.

Prepared By: W YATES

Dept Review: \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

**RESOLUTION NO. 27-12**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
PROHIBITING STREET WORK IN COMMERCIAL AREAS  
BETWEEN MEMORIAL DAY AND LABOR DAY**

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

**WHEREAS**, the City of Morro Bay is host to over one-million visitors every year, the vast majority of whom visit during the summer months; and

**WHEREAS**, the City acknowledges the existence of increased traffic and a parking shortage during the summer months; and

**WHEREAS**, when street work is undertaken during the summer months, traffic congestion often occurs and valuable parking spaces are lost.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay, California, that it is the City's policy that all street and public parking lot work in the commercial areas including striping, trenching, re-paving, sealing, tree trimming, and any other street maintenance or improvements that may cause traffic congestion or loss of parking spaces, be undertaken only during the nine months from Labor Day to Memorial Day.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on the 26th day of June, 2012 on the following vote:

AYES:

NOES:

ABSENT:

---

WILLIAM YATES, Mayor

ATTEST:

---

JAMIE BOUCHER, City Clerk

RESOLUTION NO. ~~04-0327-12~~

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
~~DISCOURAGING PROHIBITING~~ STREET WORK IN COMMERCIAL AREAS  
BETWEEN MEMORIAL DAY AND LABOR DAY

THE CITY COUNCIL  
City of Morro Bay, California

WHEREAS, the City of Morro Bay is host to over one-million visitors every year, the vast majority of whom visit during the summer months; and

WHEREAS, the City acknowledges the existence of increased traffic and a parking shortage during the summer months; and

WHEREAS, when street work is undertaken during the summer months, traffic congestion often occurs and valuable parking spaces are lost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that it is the City's ~~goal—letting common sense prevail—policy~~ that all street and public parking lot work in the commercial areas—work, including striping, trenching, re-paving, sealing, tree trimming, and any other street maintenance or improvements that may cause traffic congestion or loss of parking spaces, be undertaken only during the nine months from Labor Day to Memorial Day.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the ~~13th—26th~~ day of ~~January~~June, 20~~12~~03 on the following vote:

AYES: ~~Elliott, Peirce, Peters, Winholtz, Yates~~  
NOES: ~~None~~  
ABSENT: ~~None~~

\_\_\_\_\_  
WILLIAM YATES, Mayor

ATTEST:

\_\_\_\_\_  
~~BRIDGETT BAUER~~Jamie Boucher, City Clerk



AGENDA NO: A-4

MEETING DATE: 06/26/2012

## Staff Report

**TO:** Honorable Mayor and City Council      **DATE:** June 15, 2012  
**FROM:** Susan Slayton, Administrative Services Director/Treasurer  
**SUBJECT:** Resolution No. 30-12 Adopting the Memorandum of Understanding with the Service Employees International Union (SEIU), Local 620, Miscellaneous and Harbor Safety Employees, and Related Compensation

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 30-12, approving the Memorandum of Understanding with SEIU, Local 620. The term of the MOU is from July 1, 2012 through June 30, 2013.

### **FISCAL IMPACT**

As per City Council's direction, this MOU reflects minimal cost to the City, approximately \$1,000.

### **SUMMARY:**

The July 2008 – June 2011 MOU is currently on the City's website (link: "Employee Compensation Information"), as well as the September 13, 2011 – June 30, 2012 Terms and Conditions of Employment. The proposed July 2012 – June 2013 MOU, which is attached in a draft blue-lined format, includes the following substantive changes:

- Effective July 7, 2012, all SEIU Miscellaneous employees hired prior to January 1, 2012, begin paying their entire 8% PERS member contribution (see Article 14.1 – current and attached contract versions)
- Effective July 7, 2012, SEIU Miscellaneous employees will receive a 5% salary increase
- Effective July 7, 2012, all SEIU Safety employees (HPOs) hired prior to January 1, 2012, begin paying their entire 9% PERS member contribution (see Article 14.1 – current and attached contract versions)
- Effective July 7, 2012, SEIU Safety employees will receive a 7% salary increase
- Effective July 7, 2012, the Employer-Paid Member Contribution (EPMC) for both SEIU Miscellaneous and Safety employees is 0%

The MOU has been ratified by the SEIU.

Prepared By: \_\_\_\_\_ Dept Review: \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

**RESOLUTION NO. 30-12**

**RESOLUTION OF THE CITY OF MORRO BAY  
RELATING TO THE CLASSIFICATION, COMPENSATION AND TERMS OF  
EMPLOYMENT OF MISCELLANEOUS AND SAFETY EMPLOYEES REPRESENTED BY  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620 (SEIU)**

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

**WHEREAS**, in accordance with the provisions of the California Government Code Section 3500 et. seq. and Resolution No. 74-69 of the City of Morro Bay, the City's representatives have met and conferred in good faith pertaining to the subject of wages, benefits and conditions of employment with SEIU, Local 620, representing the Miscellaneous and Safety employees; and

**WHEREAS**, the meetings between the SEIU, Local 620, and the City have resulted in a mutual agreement and understanding to recommend that the employees represented by SEIU, Local 620, accept all of the terms and conditions, as set forth in a Memorandum of Understanding, an agreement attached and made a part of this Resolution herewith; and

**WHEREAS**, the City now desires to provide said salaries, benefits and conditions to said Miscellaneous and Safety employees of the City of Morro Bay.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay, that it hereby approves and adopts, in full, the Memorandum of Understanding for the period July 1, 2012 through June 30, 2013, as attached and made a part of this Resolution.

**BE IT FURTHER RESOLVED** by the City Council of the City of Morro Bay that the City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the City.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a meeting thereof held this 26<sup>th</sup> day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
WILLIAM YATES, Mayor

\_\_\_\_\_  
JAMIE BOUCHER, City Clerk

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MEMORANDUM OF UNDERSTANDING BETWEEN  
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 620, AFL-CIO  
AND THE CITY OF MORRO BAY  
JULY ~~2008~~2012-JUNE ~~2011~~2013

**ARTICLE 1 – PURPOSE**

- 1.1 WHEREAS, the City of Morro Bay is a municipal corporation existing under the laws of the State of California as a general law city; and
- 1.2 WHEREAS, the City of Morro Bay is limited, insofar as funds are concerned, because of a fixed tax rate, and in structure because it is a public entity rather than a profit making business; and
- 1.3 WHEREAS, Service Employees' International Union Local No. 620 and the City of Morro Bay recognize that the mission and the purpose of the City is to provide for high-quality and economical municipal services and facilities to the residents of the City of Morro Bay.
- 1.4 THEREFORE, this Memorandum of Understanding is ~~entered into as of October 1, 2008~~ entered into as of October 1, 2012 between the City of Morro Bay, referred to as "CITY" and Service Employees' International Union Local No. 620, referred to as the "UNION."
- 1.5 It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations and conditions between the parties hereto; to provide for an orderly and peaceable method and manner of resolving any differences which may arise, and to negotiate any misunderstanding which could arise, and to set forth herein the basic and full agreement between the parties concerning the pay, wages, hours of employment, and other terms and conditions of employment.

**ARTICLE 2 – MANAGEMENT**

- 2.1 In order to ensure that the CITY shall continue to carry out its municipal functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public service for the citizens of Morro Bay, the CITY continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those CITY rights set forth in the CITY's Personnel Rules and Regulations and including, but not limited, to the following:
  - 2.1.1 To manage the CITY, determine policies and procedures, and the right to manage the affairs of all Departments.

- 2.1.2 To determine the existence, or nonexistence, of facts which are the basis of the management decision in compliance with State law.
- 2.1.3 To determine the necessity, organization, implementation, and termination of any service or activity conducted by the CITY or other government jurisdiction, and to expand or diminish services.
- 2.1.4 To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees, in accordance with Department or CITY rules, regulations, or ordinances.
- 2.1.5 To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of services to be provided to the public.
- 2.1.6 To require performance of other public services, not specifically stated herein, in the event of emergency or disaster, as deemed necessary by the CITY.
- 2.1.7 To lay off employees because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the CITY.
- 2.1.8 To determine and/or change facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate or assign work by which the CITY operations and services are to be conducted.
- 2.1.9 To determine method(s) of financing.
- 2.1.10 To plan, determine, and manage Departments' budget which includes, but is not limited to, changes in the number of locations and types of operations, processes and materials to be used in carrying out all functions, and the right to contract or subcontract any work or operations.
- 2.1.11 To determine the size and composition of the work force, assign work to employees of the CITY in accordance with requirements determined by the CITY, and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.

- 2.1.12 To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and required compliance therewith.
- 2.1.13 To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with division and/or CITY Rules and Regulations.
- 2.1.14 To determine the issues of public policy and the overall goals and objectives of the CITY, and to take necessary action to achieve the goals and objectives of the CITY.
- 2.1.15 To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons, in accordance with Department and/or CITY Rules, Regulations and Ordinances.
- 2.1.16 To determine policies, procedures and standards for recruiting, selecting, training and promoting employees.
- 2.1.17 To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
- 2.1.18 To maintain order and efficiency in facilities and operation.
- 2.1.19 To restrict the activity of an employee organization on CITY facilities, except as set forth in this agreement.
- 2.1.20 To take any and all necessary steps and actions to carry out the service requirements and mission of the CITY in emergencies or any other time deemed necessary by the CITY and not specified above.
- 2.2 Nothing herein is meant to diminish CITY rights provided by the Government Code.
- 2.3 **AUTHORITY OF THIRD PARTY NEUTRAL - MANAGEMENT RIGHTS**  
All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the CITY. No third party neutral shall have the authority to diminish any of the management rights which are included in this agreement.

2.4 Nothing herein is meant to diminish employee rights provided by the Government Code.

### **ARTICLE 3 – RECOGNITION**

3.1 Pursuant to Resolution No. 74-69, the Employer-Employee Relations Resolution of the City of Morro Bay and applicable state law, Service Employees International Union Local 620 (hereafter "UNION") was designated by the City of Morro Bay (hereafter "CITY") City Council as the exclusive representative of City employees in the Miscellaneous Employees Unit (hereafter "UNIT"). The UNIT is comprised of the following classifications:

Account Clerk I  
Account Clerk II  
Administrative Technician  
Administrative Utilities Technician  
Assistant Planner  
Associate Planner  
Building Inspector  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III  
Facility Maintenance Worker  
Harbor Business Coordinator  
Harbor Patrol Officer  
[Harbor Patrol Officer Supervisor](#)  
Housing Programs Coordinator  
Maintenance Leadworker (Facilities, Parks, ~~Water, Fleet, Streets, Collections~~)  
Maintenance Worker I (Facilities, Parks, ~~Water, Fleet, Streets, Collections~~)  
Maintenance Worker II (Facilities, Parks, ~~Water, Fleet, Streets, Collections~~)  
Maintenance Worker III (Facilities, Parks, ~~Water, Fleet, Streets, Collections~~)  
[Mechanic](#)  
Office Assistant II  
Office Assistant III  
Office Assistant IV  
Permit Technician  
Recreation Supervisor - Sports  
Recreation Supervisor - Youth  
~~[Wastewater Collections System Supervisor](#)~~  
Wastewater Treatment Plant Operator In-Training  
Wastewater Treatment Plant Operator I  
Wastewater Treatment Plant Operator II  
Wastewater Treatment Plant Operator II/Lab Analyst  
Wastewater Treatment Plant Supervisor

~~Water Systems Supervisor~~  
[Wastewater Collection System Leadworker](#)  
[Wastewater Collection System Operator I](#)  
[Wastewater Collection System Operator II](#)  
[Wastewater Collection System Operator III](#)  
[Wastewater Collection System Supervisor](#)  
~~Water Distribution System Leadworker~~  
~~Water Distribution System Operator I~~  
~~Water Distribution System Operator II~~  
~~Water Distribution System Operator III~~  
~~Water Distribution System Supervisor~~  
[Water System Operator I](#)  
[Water System Operator II](#)  
[Water System Operator III](#)  
~~Water System Supervisor~~

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The term "employee" or "employees," as used herein, shall refer only to the foregoing classifications.

- 3.2 Employees working on a regular basis in a classified position, but less than full-time, shall receive vacation and sick leave accruals on a pro-rated basis commensurate with hours worked. Effective January 1, 1998, all benefits for new hires, including insurance benefits, will be allocated on a pro-rated basis commensurate with hours worked.
- 3.3 **ELECTRONIC DEPOSIT:**  
All Employees hired after the effective date of this contract shall receive their pay by electronic methods. New hires must present account information for a checking or a savings account with an ACH-member financial institution.

**ARTICLE 4 - UNION BUSINESS**

- 4.1 Employee representatives designated by the UNION shall be granted time off, without loss of pay, to attend "meet and confer" sessions with the City Manager, and/or his/her designee, on subjects within the scope of representation when such meetings are scheduled during regular working hours. Should such meeting extend beyond an employee representative's regular working hours, the employee representative shall be paid for only the regular working hours.

It is understood that this "time-off provision" shall only apply to a maximum of three employees attending any one meeting between CITY and UNION. Where exceptional circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives. The UNION shall, whenever practicable, submit the names of all employee representatives to the Municipal Employee Relations Officer at least two working days in advance of

such meetings. Provided further: 1) that no employee representative shall leave his/her duty or work station or assignment without specific approval of the department head or other authorized CITY management official; and 2) that any such meeting is subject to scheduling by CITY management and UNION in a manner consistent with operating needs and work schedules.

- 4.2 Nothing provided herein shall limit or restrict CITY management and UNION from scheduling such meetings before or after regular CITY or work hours.
- 4.3 Off-duty employees will not be paid for attending meet and confer sessions, nor will over-time be paid for same.

#### **ARTICLE 5 - AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this agreement:

- 5.1 Management's principal authorized agent shall be the City Manager, or his/her duly authorized representative (address: 595 Harbor Street, Morro Bay, CA 93442; telephone: (805) 772-~~6200~~6201), except where a particular management representative is specifically designated in the agreement.
- 5.2 The UNION's principal authorized representative shall be: Service Employees International Union Local 620 (~~address 974 Santa Rosa, San Luis Obispo, CA 93401-2345 South Broadway, Ste C, Santa Maria, CA 93454~~) (805) 963-0601).
- 5.3 The UNION shall furnish the CITY's City Manager with a written list, identifying by name and work location up to three ~~(3)~~ stewards and one ~~(1)~~ chief steward.
- 5.4 UNION stewards shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of CITY-time, without loss of compensation or benefits, to perform these duties.
- 5.5 UNION stewards shall be selected in accordance with current SEIU written policy on file with the CITY Personnel Office.

**Comment [SS1]:** We are not consistent with spelling out numbers, then putting number in (); we need to either delete the () or add them throughout

#### **ARTICLE 6 – UNION SECURITY and WITHHOLDING OF UNION DUES/FEEES**

- 6.1 "Maintenance of Membership"  
All UNION employees who, on the effective date of this Memorandum, are members of SEIU, Local 620, and all such employees, who thereafter voluntarily become members of Local 620, shall maintain their membership in Local 620; subject to the right to resign membership during the period commencing thirty ~~(30)~~ days prior to the June 30 of each year of this MOU.

6.2 Agency Shop

Pursuant to UNION's initiation allowed by an amendment to the Meyers-Milias-Brown Act, the CITY and the UNION will abide by the following provisions as they relate to an agency shop.

Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization." CITY recognizes that UNION has petitioned for and a majority of employees have cast ballots in a secret ballot election in favor of agency shop for this bargaining unit.

The United States Supreme Court has decided that Unions may not charge non-members for expenses unrelated to the actual representation of the employees in the bargaining unit such as political contributions, organizing activities, and member-only benefits. Employees who question whether the amount of the Union's Agency Fee contains unlawful charges may file a written objection with the Union to the Agency Fee and, if successful, have their Agency Fee reduced to cover only the lawfully chargeable amount. Any costs related to this objection process will be borne by the Union.

6.3 Conscientious Objection:

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required to, in lieu of periodic dues, initiation fees, or agency fees, pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from the following: Hospice, CASA, or United Way for the purpose of payroll deductions. Proof of payments shall be made on a monthly basis to the Public Agency as a condition of continued exemption from the requirement of financial support to the UNION.

6.4 Covered employees shall execute written authorization for either UNION dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the CITY shall deduct the agency fee from the employees' paycheck pursuant to California Government Code Sec. 3502. The CITY agrees to promptly remit to the UNION all monies deducted accompanied by a "Agency Fee Deduction Report" to include the names and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.

6.5 Rescission of Agency Shop

This agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:

6.5.1 A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;

6.5.2 The vote is by secret ballot;

6.5.3 The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during each contract year.

6.6 Applicability

An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

6.7 Reporting Requirement.

The UNION shall keep an adequate itemized record of its financial transactions and shall make available annually, to the CITY and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, a certified public accountant, or as otherwise required by law.

6.8 Indemnification.

The UNION shall indemnify and hold the CITY harmless against any liability arising from any claims, demands, or other action relating to the CITY's compliance with the agency shop obligation. The UNION shall comply with all statutory and legal requirements with respect to Agency Shop.

**ARTICLE 7 - TERM**

Except as otherwise specifically provided herein, the term of this Agreement commences July 1, ~~2008~~2012, and expires and is otherwise fully terminated at midnight on June 30, ~~2011~~2013.

**ARTICLE 8 - RENEGOTIATIONS**

8.1 In the event either party wants to renegotiate a successor Agreement, such party shall serve upon the other during the period December 1, ~~2010~~2012 to January ~~15~~30, ~~2011~~2013, its written request to begin negotiations as well as its full and entire written proposals amending this agreement.

8.2 The parties agree that, except by mutual agreement, no new subjects may be introduced into the process after the third ~~(3rd)~~ negotiations meeting.

8.3 Upon receipt of such written notice and proposals, negotiations shall begin no later than ~~February 28~~ March 1, 2014 ~~2013~~.

8.4 ~~The CITY shall conduct and provide to the UNION a benchmark salary survey prior to February 28, 2011.~~ The Union will complete and provide to the City a classification/compensation study for all unit classifications by February 28, 2013.

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### **ARTICLE 9 - ANTI-DISCRIMINATION**

The CITY and UNION mutually agree they will not discriminate against employees for the exercise of their rights under the State of California Government Code Section 3502.

### **ARTICLE 10 - WORK SCHEDULE**

This article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

#### 10.1 WORKDAY:

The normal workday shall be eight ~~(8)~~ hours of work in a ~~twenty-four (24)~~ consecutive hour period, except in cases of emergencies. Alternative work schedules can be implemented upon approval of the City Manager, and providing they are not in violation of FLSA regulations.

#### 10.2 WORK SHIFT:

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without 24 hour prior notice to the employee. Call-out or overtime does not constitute as change in work shift.

#### 10.3 WORKWEEK:

The normal workweek shall be five ~~(5)~~ workdays and two ~~(2)~~ consecutive days of rest in a seven ~~(7)~~ day period beginning Saturday, 12:00 a.m. and ending seven days later on Friday night at 11:59 p.m., except in cases of emergencies, or at the specific request of an employee and approval of department head. Nothing herein shall be construed to eliminate currently established irregular work schedules.

#### 10.4 OVERTIME COMPENSATION:

10.4.1 All work required by the CITY and actually performed beyond ~~forty (40)~~ hours worked in a workweek is defined as Fair Labor Standards Act (FLSA) overtime. FLSA overtime shall be compensated at one and one-half ~~(1.5)~~ times the employee's regular rate of pay, as defined by FLSA.

City of Morro Bay General Unit

2008 ~~2012-2011~~ 2013

10.4.2 Designated CITY holidays shall be considered as time worked for purposes of computing overtime for personnel working a Monday through Friday, ~~8~~ eight hours a day, schedule with Saturday and Sunday as regular days off. Employees working other schedules will accrue ~~8-eight~~ hours holiday time and, if working on the CITY designated holiday, be paid at the rate of one and one-half ~~(1.5)~~ time the employee's regular rate of pay, as defined by FLSA. Effective upon the ratification of this contract, vacation hours used shall also be considered as time worked for overtime calculation purposes.

10.4.3 There shall be no double compensation for the same hours of work, nor any "pyramiding" of overtime.

10.5 COMPENSATORY TIME OFF (CTO):

10.5.1 At the employee's option, Compensatory Time Off may be taken in lieu of payment for overtime.

10.5.2 CTO may be accrued. An employee's CTO balance shall indicate the amount of CTO available for employee's use. For example, if an employee works two ~~(2)~~ hours of FLSA overtime and elects to accrue CTO, the employee's CTO balance shall indicate three ~~(3)~~ hours.

10.5.3 An employee's CTO balance shall not exceed a maximum of ~~sixty (60)~~ hours. If overtime is earned which would exceed this limit, the excess shall be paid in cash.

10.5.4 All CTO requested by an employee must be approved in advance by the employee's Department Head.

10.6 EMERGENCIES:

10.6.1 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency.

10.6.2 Short staffing caused solely by absences due to employees taking approved paid leave shall not be considered an emergency.

10.7 SHIFT ROTATION:

Shift rotation shall coincide with the first day of a pay period.

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**ARTICLE 11 - VACATION LEAVE**

NOTE: All leave time (vacation, sick leave, holiday, etc.), will be taken off on an hour for hour basis equaling employee actual time off, regardless of accumulation rates.

11.1 During the term of this agreement, paid vacation leave shall be earned at the following rate:

<u>Service Years</u>	<u>Maximum Entitlement</u>	
	<u>Days</u>	<u>Hours</u>
1 thru 2	10	80
3 thru 4	11	88
5 thru 6	12	96
7 thru 8	13	104
9 thru 10	14	112
11 thru 12	15	120
13 thru 14	16	128
15 thru 16	17	136
17 thru 18	18	144
19 thru 20	19	152
21 or more	20	160

| 11.2 The standard for vacation time is eight (~~8~~) hours equals one (~~1~~) day.

11.3 MAXIMUM ACCUMULATION:

It is recognized long-standing accumulations of vacation time exist for some employees. In order to compensate employees for this unused vacation time and reduce this liability for the CITY, CITY and UNION agree on the following policy:

11.3.1 CITY and UNION agree that the vacation cap to be in place for this unit will be 220 hours, to be achieved in the following manner:

11.3.1.1 Unused vacation leave may be carried over into the calendar year 2008 and subsequent calendar years to a maximum of 220 hours. Employees exceeding the 220 hour maximum as of the pay period containing November 1 will be paid off for vacation time exceeding the 220 hour maximum. Payment shall be computed based upon the employee's base hourly rate of pay as of June 30 of the same calendar year. Vacation pay out will occur in the first pay period occurring on or after December 1.

11.3.2 Employees separating from the CITY are entitled to pay for accumulated vacation based upon employee's base hourly rate of pay as of June 30 prior to separation.

**ARTICLE 12 - HOLIDAYS**

12.1 For the purpose of this agreement, the following days are the holidays for the employees in this unit:

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Floating Holiday	Varies
Floating Holiday	Varies

12.2 Holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed on the following Monday; and, shall be considered designated holidays for purposes of overtime.

12.3 One holiday equals eight hours. Accrued holiday time may be taken in less than eight hour increments.

12.4 It is agreed that when a holiday is proclaimed by the Mayor of the CITY, then each employee shall be granted time-off in the same number of equivalent work hours. Such time-off shall be selected by the Department Head.

12.5 Employees may accumulate up to a maximum of 48 hours holiday time for holidays worked. Hours of holiday time accumulated over 48 hours will be paid off. When an employee terminates employment with the CITY, he/she shall receive pay for his/her current holiday balance up to a maximum of 48 hours at his/her current base hourly rate.

12.6 CITY's denial of requested holiday time off shall be neither arbitrary nor capricious.

12.7 Employees who work on a CITY designated holiday shall have eight hours banked and also shall be paid one and one-half ~~(1.5)~~ times their base hourly rate for the hours actually worked on the holiday.

**ARTICLE 13 - SICK LEAVE**

13.1 During the term of this agreement, sick leave shall be earned at the rate of one ~~(4)~~ eight-hour workday for each calendar month of service. Sick leave used shall be actual employee time off. For example, if an employee works four ~~(4)~~ ~~ten (10)~~ hour days per week and is off sick for one of the ~~ten (10)~~ hour days, ~~ten (10)~~ hours shall be deducted from employee's sick leave balance. There shall be no maximum to the amount of sick leave that an employee may accumulate.

13.2 Based on individual utilization of paid sick leave in the preceding calendar year, employee may convert unused accumulated sick leave into paid vacation leave once during the following fiscal year, pursuant to the formula below:

<u>Sick Leave Utilization</u>	<u>Sick Leave</u>	<u>Maximum Conversion To Vacation Leave</u>
0 hours	96 hours	48 hours
<del>0.25</del> to 8 hours	72 hours	36 hours
<del>8.25-1/4</del> to 16 hours	48 hours	24 hours
<del>16.25-1/4</del> to 25 hours	24 hours	12 hours
Over 25 hours	0	0

At least 160 hours shall remain in employee's sick leave bank after any conversion is authorized.

13.3 Upon the service retirement of an employee who has more than ~~ten (10)~~ years of service with the CITY, said employee shall be entitled to receive payment for up to the first ~~ninety (90)~~ days of his/her accrued sick leave at thirty percent (30%) of the employee's rate of pay as of the date of service retirement.

Service retirement is defined as service retirement from both the CITY and the respective retirement system thereof.

NOTE: Sick leave converted to service credit for PERS purposes cannot be compensated (converted to dollars).

**ARTICLE 14 - RETIREMENT BENEFITS**

14.1 ~~The CITY shall contribute 7% percent of an employee's salary on behalf of the employee to the Public Employees Retirement System (hereinafter referred to as~~

~~PERS). Effective June 28, 2012 all employees will contribute the entire employee retirement contribution.~~

~~14.2 The CITY contribution will be the employee's actual PERS obligation to a maximum of seven (7) percent.~~

~~14.3 These amounts paid by the CITY are employee contributions and are paid by the CITY to partially satisfy the employee's obligation to contribute to PERS.~~

~~14.4 An employee has no option to receive the contributed amounts directly instead of having them paid by the CITY to PERS on behalf of the employee.~~

~~14.5 UNION understands and agrees that employees bear the risk of payment of any increases in the employee contribution above the current percentage made by action of the PERS or the state legislature.~~

~~14.6 Parties agree that CITY payment of PERS contributions are made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS.~~

~~14.7 Should current tax treatment change, the UNION and the employee shall hold harmless the CITY, its officers and agents from any and all claims or costs of any type including but not limited to liability for back taxes, arising out of this agreement to pay part of the employee's PERS contribution.~~

~~14.8 Should current tax treatment change, the UNION shall have the opportunity to meet and confer regarding any such changes.~~

~~14.29 The CITY agrees to continue providing all employees hired prior to January 1, 2012 PERS Miscellaneous employees in this unit with the following PERS optional benefits (existing employees promoted to another position within the City will not be considered new hires with respect to retirement formulas):~~

~~14.29.1 2.7% at 55 plan~~

~~14.29.2 Sick Leave Credit Option (Section 20965)~~

~~14.29.3 Military Service Credit (Section 21024)~~

~~14.29.4 Single Highest Year~~

~~14.29.5 1959 Survivor Benefit, 4th Level Level 4 (See footnote 1)~~

~~14.3 For employees hired on or after January 1, 2012 the PERS Contract Amendment regarding 2-Tier Retirement Formulas and Final Compensation for PERS Miscellaneous employees, the CITY will provide a retirement benefit program through Public Employees Retirement System (PERS) with the following PERS optional benefits:~~

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- [14.3.1 2% @ 60 plan \(21353\)](#)
- [14.3.2 Sick Leave Option \(Section 20965\)](#)
- [14.3.3 Final Compensation Average 36 consecutive highest months \(20037\)](#)
- [14.3.4 Military Service Credit \(21024\)](#)
- [14.3.5 1959 Survivor Benefit 4<sup>th</sup> Level \(21574\)](#)

[14.404](#) The CITY agrees to provide [employees hired prior to September 17, 2011](#) PERS Safety employees (Harbor Officers) in this unit with the following PERS optional benefits ([existing employees promoted to another position within the City will not be considered new hires with respect to retirement formulas](#)):

- [14.404.1](#) Highest Single Year Compensation (Section 20042)
- [14.404.2](#) Sick Leave Credit (Section 20965)
- [14.404.3](#) 1959 Survivor Benefit (Section 21580)
- [14.404.4](#) 3% @ 50 Retirement Formula (Section 21362.2)
- [14.404.5](#) 3rd Level Survivor Benefit (Section 21573)
- [14.404.6](#) Military Service Credit (Section 21204)
- [14.404.7](#) 4<sup>th</sup> Level Survivor Benefit (Section 21574).

[14.5](#) [For PERS Safety employees \(Harbor Patrol Officers\) hired on or after September 17, 2011 the CITY will provide a retirement benefit program through Public Employees Retirement System \(PERS\) the retirement benefits set forth in 14.4 above will be modified and reads as follows.](#)

- [14.5.1](#) 36 consecutive months final compensation
- [14.5.2](#) Sick Leave Credit effective 6-24-89 (Section 20965)
- [14.5.3](#) 4<sup>th</sup> Level Survivor Benefit (Section 21574)
- [14.5.4](#) 1959 Survivor Benefit effective 6-24-89 (Section 21580)
- [14.5.5](#) Military Service Credit effective 6-9-98 (Section 21024)
- [14.5.6](#) 3% @ 55 Retirement Formula
- [14.5.7](#) Pre-Retirement Optional Settlement 2 Death Benefit

[14.446](#) If the State Legislature adopts a two-tier PERS retirement program applicable to unit members, then all unit members employed after the effective date of such PERS changes shall be placed in a new retirement plan or one selected by the CITY. Current employees at the time of plan adoption will have a one-time option to enter the new plan; enrollment period to be selected by CITY.

[14.12](#) ~~Effective the first payroll period in July 2009, the CITY shall commence reporting the Employer Paid Member Contribution (EPMC) to PERS as special compensation.~~

**ARTICLE 15 - HEALTH BENEFITS**

15.1 MEDICAL-HEALTH INSURANCE:

15.1.1 Employees of this UNIT shall participate in the PERS medical insurance plans on a cafeteria style basis, with the CITY contributing the PERS minimum (currently \$108/month) to the active employee's medical insurance and \$1.00/month or the amount required by PERS to retiree medical insurance. Any costs in excess of these contribution rates shall be paid by the employee and retiree.

15.1.2 UNIT employees receive a cafeteria plan contribution (including the amount required by PERS in 15.1.1 above) as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less  
Employee + 1 – up to \$947/month or cost of insurance, whichever is less  
Employee + family - up to \$1050/month or cost of insurance, whichever is less

15.1.3 Effective January 1, 2013, UNIT employees receive a cafeteria plan contribution (including the amount required by PERS in 15.1.1 above) as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less  
Employee + 1 – up to \$967/month or cost of insurance, whichever is less  
Employee + family - up to \$1080/month or cost of insurance, whichever is less

15.1.4 Effective January 1, 2009 cash-back was eliminated except as provided herein. Employees receiving cash-back in December 2008 shall continue to receive the same amount for the term of this agreement except that if a cash-back employee changes the structure of their insurance (add dependents, delete dependents, drop insurance with the CITY, change carriers, etc.) cash-back is not an option. Cash-back will be eliminated for employees during the open enrollment period in 2012 for calendar year 2013, and in subsequent years, if said employees are required (because of eliminated plans) to change carrier. In the event an employee receiving cash-back is forced to make a plan change because the CITY changes plans and/or ceases to contract with PERS for insurance, that employee will maintain cash-back.

~~During the term of this Agreement, the CITY shall offer PERS medical insurance plans.~~

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~~15.1.1 Employees of this unit shall participate in the PERS medical insurance plans on a cafeteria style basis, with the CITY contributing a maximum of \$97.20/month to the active employee's medical insurance and \$1.00/month or the amount required by PERS to retiree medical insurance. Effective January 2009, the contribution for active employees will increase to \$the minimum medical contribution as specified by PERS. Any costs in excess of these contribution rates shall be paid by the employee and Retiree.~~

~~15.1.2 The program described in the previous MOU in section 15.1.2, that provided for a lump sum payment to employees to purchase health benefits, was discontinued as of the pay period containing January 1, 2003. The amount of money employees were receiving as of the pay period containing January 1, 2003 in lieu of insurance benefits (commonly known as "cash-back") was frozen at amounts received as of the pay period containing January 1, 2003. Cash-back was eliminated for employees currently using all insurance dollars for insurance and any new hires, commencing 01/01/2004. If a cash-back employee changes the structure of their insurance (add dependents, delete dependents, drop insurance with the CITY, change carriers, etc.) cash-back is not an option. Cash-back will be eliminated for employees during the open enrollment period in 2003 for the 2004, and in subsequent years, if said employees are required (because of eliminated plans) to change carrier. In the event an employee receiving cash back is forced to make a plan change because the CITY changes plans and/or ceases to contract with PERS for insurance, that employee will maintain cash-back.~~

~~15.1.3 Effective the pay period containing January 1, 2008, Unit employees received a medical insurance contribution (including the amount required by PERS in 15.1.1 above) as follows:~~

~~Employee only up to \$715/month or cost of insurance, whichever is less  
Employee + 1 up to \$857/month or cost of insurance, whichever is less  
Employee + family up to \$930/month or cost of insurance, whichever is less~~

~~15.1.4 the CITY shall contribute an additional \$30.00 for Employee +1 and \$40.00 for Employee +2+ for medical insurance rate increases annually, beginning January 1, 2009, 2010 and 2011. The remainder of any increase shall be paid by employee.~~

## 15.2 DENTAL AND VISION INSURANCE:

15.2.1 During the term of this Agreement, the CITY shall offer dental/life and vision insurance and each employee shall be required to carry both dental/life and vision insurance for self. Life Insurance is provided at

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\$20,000 per employee. The following rates are effective January 1, ~~2008~~2012.

	VISION	DENTAL	LIFE	TOTALS
Employee Only	\$ 8.63	\$ 40.07	\$3.60	\$ 52.30
Employee +1	\$17.26	\$106.39	\$3.60	\$127.25
Employee +2	\$22.29	\$111.74	\$3.60	\$137.63
Employee Only	\$8.30	\$40.40	\$6.20	\$54.90
Employee +1	\$16.47	\$107.00	\$6.20	\$129.27
Employee +2+	\$21.26	\$107.00	\$6.20	\$134.46

Employee will be responsible for the following monthly amounts for dental/life and vision beginning with the pay period including January 1, ~~2009~~2012:

Employee Only	\$ <del>2.09</del> <u>3</u>
Employee + 1	\$ <del>7.34</del> <u>11.75</u>
Employee + 2+	\$ <del>7.80</del> <u>12.21</u>

CITY will pay the remaining premium for dental/life and vision.

~~Any changes to the dental/life or vision premiums that occur during the term of this Agreement shall be shared one half by the employee and one half by the CITY.~~

- 15.3 Any coverage made available to future retirees beyond COBRA time requirements shall be paid for by the retiree.
- 15.4 The provisions of this section shall be binding on the parties through the remainder of this agreement and for the term of the agreement that will be effective July 1, ~~2008~~2012. The parties agree herewith that no further collective bargaining will occur with respect to this section for the term of the agreement ending June 30, ~~2014~~2013.

#### **ARTICLE 16 - EDUCATION INCENTIVES**

- 16.1 CITY agrees to reimburse the costs for job related and job-required certifications, correspondence courses, and licenses (except Class III driver's license) upon successful completion of the examination or course by the employee having written authorization in advance from their department head. This shall include application fees, examination fees, and certificate fees. Renewal fees may be paid in advance by the CITY. This provision does not apply to continuing education requirements.

CITY agrees to provide a CITY vehicle, when available, during normal working hours for required transportation and will permit paid time for employee to take examinations scheduled during normal working hours. No mileage payments are authorized for personal transportation, and time spent outside normal working hours shall not be compensated, except that tests taken for CITY required certifications shall be taken in paid status.

## 16.2 COLLEGE DEGREES:

16.2.1 CITY agrees to pay the following education incentives on base salary to regular employees hired prior to January 1, 1998 who hold degrees above the minimum required in their respective classification.

Associate of Arts Degree -	\$ 600 annually
Bachelors Degree	\$1200 annually

16.2.2 If an employee's job description requires an AA degree and the employee has a Bachelor's Degree, the employee will receive only the difference between an AA and a BA degree, or \$600 annually.

16.2.3 If an employee's job description requires a degree or if an employee is promoted to a classification that requires a degree, the employee shall not receive education incentive pay for the required degree.

The parties agree that this section shall not be interpreted to reduce the amount of education incentive pay that any employee hired prior to January 1, 1998 receives, notwithstanding the fact that the employee is promoted to a higher position requiring a particular degree, or the fact that the job description for the employee's existing position has been revised to require a particular degree. In the event an employee hired prior to January 1, 1998 promotes to a position requiring a degree not required by the lower position, or if the job description for an employee hired prior to January 1, 1998 is revised to require a degree not previously required for the position, the employee shall continue to receive the amount of the education incentive pay received in the lower position or previous job description.

16.2.4 Based on the new job descriptions for all classifications which were adopted in May 1996, employees currently in positions now required to hold an AA or BA degree according to the job description for the classification they hold, will continue to receive an educational incentive for said degree. Any employees hired on or after January 1, 1998 or current employees promoted on or after January 1, 1998 to positions requiring degrees will be subject to section 16.2.3 above.

## **ARTICLE 17 - WORK UNIFORMS**

- 17.1 CITY will provide work coveralls, including laundry service, for each employee whose working conditions create undue wear and tear on work clothing.

CITY will select and provide uniform work shirt, including laundry service, for all field employees. Work shirts shall include a CITY logo and the employee's name.

- 17.2 Determination of individual entitlement to CITY-provided work uniforms will be at the discretion of the appropriate department head, and with the approval of the City Manager. Unit members in classifications currently receiving uniforms shall continue to do so.

- 17.3 SAFETY SHOES:

Employees required to wear steel-toed safety shoes in the performance of their duties shall be eligible to receive an annual allowance for the provision of said shoes in the amount of ~~one hundred twenty dollars (\$120.00)~~ per fiscal year. Proof of purchase is required. Once purchased, such appropriate footwear must be worn while working.

## **ARTICLE 18 – WAGES AND INCENTIVES**

- 18.1 Effective the pay period beginning ~~June 28~~ July 7, 2008 ~~2012~~, salaries shall be increased by ~~2%~~ five (5%) percent for Miscellaneous and seven (7%) percent for Safety concurrent with the requirement that employees assume payment of the entire employee retirement contribution seven (7%) or eight (8%) percent for Miscellaneous employees and nine (9%) percent for Safety employees. Effective the pay period beginning December 27, 2008, salaries shall be increased by 1%. Effective the pay period beginning June 27, 2009, salaries shall be increased by 3%. Effective the pay period beginning June 26, 2010, salaries shall be increased by 4%.

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- 18.2 Required Certificate. ~~Employees in the Maintenance Worker classifications in the Water division shall receive a \$75 per month incentive for the State of California Water Distribution Operator Certificate required by their classification. Those employee classifications are: Water Distribution System Leadworker, Water Distribution System Operator I, II and III, and Water System Operator I, II, and III.~~

Employees in the Maintenance Worker classifications in the Collections division shall receive a \$75 per month incentive for the California Water Environment Association Collections Certificate required by their classification. Those employee classifications are: Wastewater Collection System Leadworker and Wastewater Collection System Operator I, II and III.

- 18.3 Additional Certificate. An employee certified as a Wastewater Treatment Plant Operator with a certificate issued by the California State Water Resources Control Board, or ~~those employees certified as set forth in section 18.2 above~~those employees certified as Water System Operator and Wastewater Collection System Operator, shall receive a \$50 per month incentive for one certification above that required by the position held. Those employees certified as Water System Operator will additionally receive a \$50 per month incentive for one treatment certification above that required by the position held.
- 18.4 All salary adjustments, including but not limited to merit increases, educational incentives, and any other pay adjustments will take effect at the beginning of the next payroll period after the scheduled effective date of the increase.
- 18.5 Any and all special pay incentives will be calculated on base salary.
- 18.6 Attached Exhibit A reflects wages for members of this unit for the duration of this Agreement.

#### **ARTICLE 19 - SPECIAL PAY PRACTICES**

##### 19.1 STANDBY:

19.1.1 Standby duty is defined as that circumstance which requires an employee so assigned to:

- Be ready to respond immediately to a call for service;
- Be readily available at all hours by telephone or other agreed upon communication equipment; and
- Refrain from activities which might impair his/her assigned duties upon call.

19.1.2 It is agreed that personnel who are scheduled, on a routine basis, for standby duty shall be compensated at the rate of thirty-five dollars (\$35.00) per day for each day of scheduled standby duty performed. ~~This amount will be retroactive to the pay period including July 1, 2008.~~

##### 19.2 CALL BACK:

19.2.1 Call back is defined as that circumstance which requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work shift; except that an early call in of up to two (2) hours prior to the scheduled start of a work shift shall not be counted as a call back.

19.2.2 CITY will guarantee a minimum of three work hours credit (four and one half ~~(4.5)~~ hours compensation), for each employee called back for work as defined above.

19.2.3 Whenever an employee is called back to work, the CITY considers the employee "on-duty" for three ~~(3)~~ hours even if employee returns home. No additional call-back time pay is allowed during this period if the employee is again called back. However, if more than three ~~(3)~~ hours have passed since the initial call-back and the employee is called back to work again, the employee may claim an additional three work hours credit (four and one half 4½ hours call-back compensation) under the conditions set forth in 19.2.1 above.

19.2.4 Said employee shall receive either pay or compensatory time-off, pursuant to Article 10 - Overtime Compensation, for the minimum or for all time actually worked, whichever is greater.

19.2.5 Employees called back to work pursuant to this section shall be eligible for mileage reimbursement when utilizing their personal vehicle.

19.3 Members of this Unit who are required by their supervisor to attend meetings outside of the normal work schedule shall be paid a minimum of three hours at time and one-half without regard to hours actually worked during the work week. Meetings during regular work hours shall be included in employees' regular rate of pay and not compensated beyond that.

#### **ARTICLE 20 - PROBATION**

The probationary period for newly hired employees shall be ~~twelve-12~~ months. The probationary period for employees promoted to a higher classification shall be six months in the new classification. The CITY shall have the option of granting a newly hired employee regular status at any time after nine ~~(9)~~ months of service.

#### **ARTICLE 21 - GRIEVANCE PROCEDURE**

##### 21.1 PURPOSE OF PROCEDURE:

The primary purpose of this procedure shall be to provide a means whereby an employee, without jeopardizing his/her employment, can express a personal grievance relating to his/her wages, hours of work, and working conditions, and obtain a fair and equitable disposition of his/her grievance.

21.2 DEFINITION OF INFORMAL GRIEVANCE:

An informal grievance is defined as an oral (or email) concern by an employee expressed to his/her supervisor with a request to informally discuss the grievance with the supervisor and/or the department head.

21.3 DEFINITION OF FORMAL GRIEVANCE:

A formal grievance shall be defined as any formal written complaint of an employee filed with his/her immediate supervisor within thirty ~~(30)~~ days of the action or inaction by the CITY which constitutes the subject of the grievance relating to his/her wages, hours of work, and working conditions. Such grievance shall not include performance evaluations or reprimands. However, employees may provide a written rebuttal to a performance evaluation or written reprimand that will be attached to the original document for placement in the employee's file.

21.4 INFORMAL DISCUSSION WITH SUPERVISOR:

An employee shall first pursue all informal grievances with his/her supervisor and at any time that the employee deems that the informal grievance is a formal grievance, the employee may reduce it to a formal written grievance.

21.5 FORMAL CONFERENCE WITH SUPERVISOR:

If an employee does not obtain satisfaction of his/her informal grievance by means of an informal discussion with his/her supervisor, or if employee is unable to communicate with his/her supervisor, employee and/or his/her representative may, by written grievance, request and shall be accorded a formal conference within ten ~~(10)~~ days with the supervisor and/or department head. The decision of the supervisor shall be reported to the employee and/or his/her representative within five ~~(5)~~ business days of the date the conference was held with the supervisor.

21.6 DEPARTMENT REVIEW:

In the event the employee does not obtain satisfaction at any level of review by means of informal or formal grievance and a formal conference with his/her supervisors, employee and/or his/her representative may submit the grievance in writing to the supervisor or department head. The procedure to be followed by the supervisor who receives a grievance in writing shall be established by each department head for his/her department, and shall include review of the grievance by the immediate supervisor and such successively higher levels of management as may be determined by the department head. A cumulative record of the decision and the reason for the decision at each level of review shall be

maintained. The ultimate decision shall be that of the department head. The decision must be reported to the employee in writing within ten ~~(10)~~ business days of the date that the request for departmental review was submitted to the supervisor.

21.7 MEDIATION:

If, within ten ~~(10)~~ working days after receipt of the written decision of the department head the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service. CITY is not bound by the determination and/or recommendations of said mediator.

21.8 APPEAL TO THE CITY MANAGER:

In the event the employee does not obtain satisfaction by means of the mediator, employee and/or his/her representative shall submit the grievance in writing to the City Manager within ten ~~(10)~~ days after notification of the mediator's determination is given to the employee. The City Manager may meet with the employee and/or his/her representative, the mediator and the department head before making a decision; or may waive administrative review and refer the grievance directly to a committee of the City Council appointed to hear grievances. A copy of the City Manager's decision on the matter must be presented to the employee within ten ~~(10)~~ business days of the date the grievance was filed with the City Manager.

21.9 SUBMISSION TO A COMMITTEE OF THE CITY COUNCIL:

In the event that the employee does not obtain satisfaction by means of the administrative procedures outlined above, he/she may request a hearing by a committee of the City Council. The hearing shall be held by the committee within fifteen ~~(15)~~ business days of the date of receipt of the request at the convenience of all parties, unless waived by mutual consent of the employee and the department head. The hearing shall be informal. The employee and/or his/her representative, the department head and/or the City Manager shall appear before the committee to present the facts pertinent to the case. The burden of proof shall rest with the employee. The committee shall limit its review of the grievance to the subject matter contained in the previous steps of the grievance procedure and shall make its decision within thirty ~~(30)~~ days after the termination of the hearing unless of the hearing unless a reasonable time extension is deemed necessary and all parties are notified.

#### 21.10 TIME LIMITS:

In case the time limits outlined above are not observed by the representative of the CITY, the employee and/or his/her representative shall have the right to carry the grievance directly to the next higher level of review.

#### 21.11 GROUP GRIEVANCE PROCEDURE:

The recognized employee organizations may present a general grievance (affecting several employees) in writing directly to the City Manager. Upon receipt of such grievance, the City Manager shall establish a time for a hearing, at which time all affected parties may appear before the City Manager to present facts pertinent to the issue. The decision of the City Manager shall be presented to all parties concerned within fifteen ~~(15)~~ business days and, within five ~~(5)~~ business days of receipt of the City Manager's decision which is unacceptable, shall be appealable by the group to a committee of the City Council for their findings and recommendations within thirty ~~(30)~~ days thereafter. If either party wishes to appeal, they may file an appeal with the City Council as a whole within five (5) business days of the final decision of the committee of the City Council.

### **ARTICLE 22 - NO STRIKE, NO LOCK-OUT**

- 22.1 During the term of this Agreement, the CITY will not lockout any employees nor will Unit employees or the UNION cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall mean any work stoppage "sick out", or strike (including economic, sympathy, and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the UNION.
- 22.2 There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.
- 22.3 Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or such other discipline as the CITY may assess. Such discharge or discipline shall not be reviewable through the Grievance Procedure.

### **ARTICLE 23 - FULL UNDERSTANDING, MODIFICATION, WAIVER**

- 23.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

23.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein. Notwithstanding the foregoing, It is agreed that from time-to-time the CITY may introduce changes in its Personnel Rules and offer the Union an opportunity to meet and confer prior to implementing changes within the scope of bargaining.

23.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the UNION.

23.4 The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 24 - SEVERABILITY**

If any provision(s) are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SEIU LOCAL 620

CITY OF MORRO BAY

\_\_\_\_\_  
~~Bruce Corsaw~~ Mike Woods, Field Representative

\_\_\_\_\_  
William Avery, Chief Negotiator

\_\_\_\_\_  
~~Danny Robertson~~ Michael Mobley, Team Member

\_\_\_\_\_  
Andrea Lueker, City Manager

\_\_\_\_\_  
~~Eric Zatt~~ Dustin Pittman, Team Member  
Administrative Services

\_\_\_\_\_  
Susan Slayton,  
Director

\_\_\_\_\_  
Rebecca Kelly, Team Member

\_\_\_\_\_  
City of Morro Bay General Unit

[20082012-20112013](#)



AGENDA NO:   A-5  

MEETING DATE:   06/26/12  

# Staff Report

**TO:** Honorable Mayor and City Council      **DATE:** May 30, 2012

**FROM:** Susan Slayton, Administrative Services Director/Treasurer

**SUBJECT:** Resolution No. 31-12 Authorizing Paying and Reporting the Value of Employer Paid Member Contributions (EPMC) for the Morro Bay SEIU Miscellaneous and Harbor Safety Employees

**RECOMMENDATION:**

Per Resolution No. 30-12 which adopted the Morro Bay Service Employees International Union, Local 620 (SEIU), Miscellaneous and Harbor Safety employees Memorandum of Understanding (MOU) for the period July 1, 2012 to June 30, 2013, staff recommends that the City Council adopt Resolution No. 31-12, authorizing paying and reporting the value of EPMC at 0%.

**FISCAL IMPACT:**

The benefit savings to the City is approximately \$80,000. However, the salary increase will be applied to the 2012/13 overtime budgets, which results in a net cost to the City of approximately \$1,000.

**BACKGROUND:**

On April 27, 2009, the City Council adopted Resolution No. 17-09, authorizing the paying and reporting of the value of EPMC for the Morro Bay SEIU Miscellaneous and Harbor Safety employees. At that time, the SEIU Miscellaneous employees were paying 1% of their 8% member contribution. The City reported EPMC as 7% for all SEIU Miscellaneous employees. The SEIU Harbor Safety employees were paying 0% of their 9% member contribution, and the City reported EPMC as 9% for them. With the 2011/12 labor negotiations, SEIU Miscellaneous employees began paying 3% of their employee-portion of the PERS contribution, changing the EPMC from 7% to 5%. The SEIU Harbor Safety employees began paying 2% of their employee-portion of the PERS contribution, changing their EPMC from 9% to 7%.

**DISCUSSION:**

Tonight, the City Council adopted Resolution No. 30-12, which implemented the SEIU MOU for the period of July 1, 2012 to June 30, 2013. With that MOU, the SEIU Miscellaneous and Harbor Safety employees agreed to pay 100% of their 8% Miscellaneous/9% Safety PERS member contribution, which places the City's EPMC obligation at 0%. This Resolution No. 31-12 establishes the new percentage with PERS as 0%.

Prepared By: \_\_\_\_\_

Dept Review: \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

**RESOLUTION NO. 31-12**

**RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE SEIU, LOCAL 620, EMPLOYEES**

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

**WHEREAS**, the City Council has the authority to implement Government Code Section 20636(c)(4), pursuant to Section 20691; and

**WHEREAS**, the City of Morro Bay has a written labor policy or agreement, which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and.

**WHEREAS**, on April 27, 2009, the City Council of the City of Morro Bay adopted Resolution No. 17-09 to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, on June 26, 2012, the City Council of the City of Morro Bay adopted Resolution No. 30-12, implementing the Memorandum of Understanding with the SEIU employees for the period of July 1, 2012 to June 30, 2013; and

**WHEREAS**, the EPMC rate has changed; and

**WHEREAS**, the City Council has identified the following conditions for the purpose of its election to pay EPMC:

1. This benefit shall apply to all Miscellaneous and Harbor Safety employees of the Service Employees International Union, Local 620;
2. This benefit shall consist of paying and reporting 0% EPMC as additional compensation; and
3. The effective date of this Resolution shall be July 7, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay to pay and report the value of EPMC for the Miscellaneous and Harbor Safety employees as 0%.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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WILLIAM YATES, Mayor

ATTEST:

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JAMIE BOUCHER, City Clerk



AGENDA NO: A-6

MEETING DATE: 6/26/2012

# Staff Report

**TO: Honorable Mayor and City Council**

**DATE: June 13, 2012**

**FROM: Mike Lewis, Chief of Police**

**SUBJECT: Informational Report on the Enforcement of Laws/Ordinances Governing Skateboarding**

## **RECOMMENDATION**

At the May 8, 2012 City Council Meeting, it was requested that a report be provided to Council on laws and ordinances governing the use of skateboards in the public right of way.

## **BACKGROUND and DISCUSSION**

California Vehicle Code (CVC) Section 21967 gives local municipalities the authority to adopt ordinances that prohibit or restrict persons from riding skateboards on highways or roadways. Morro Bay Municipal Code (MBMC) Section 10.76.010 prohibits the use of skateboards or roller-skates on streets and sidewalks. MBMC Section 10.76.030 prohibits reckless skateboarding and roller-skating on any public or private property. MBMC Section 10.76.040 provides that any person convicted of violating either of the two previous mentioned sections is guilty of an infraction and fined up to \$50 for a first violation, up to \$100 for a second violation within the same year, and up to \$250 for additional violations within the same year. The complete text of the California Vehicle Code and Morro Bay Municipal Code Sections are attached to this report.

The enforcement posture of the Police Department is to respond to calls for service from the public of violations and then to issue warnings. Upon second or subsequent contact with known violators, the officer may either issue a warning or citation at his/her discretion.

## **CONCLUSION**

This item is informational only and no action is required.

### Attachments

1. Applicable California Vehicle Code Sections and Morro Bay City Ordinances.

Prepared By: \_\_\_\_\_

Dept Review: \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

## California Vehicle Code Sections

### 21967 - Skateboards Prohibitions

Except as provided in Section 21968, a local authority may adopt rules and regulations by ordinance or resolution prohibiting or restricting persons from riding or propelling skateboards on highways, sidewalks, or roadways.

### 21968 - Motorized Skateboard Prohibited

No motorized skateboard may be propelled on any sidewalk, roadway, or any other part of a highway or on any bikeway, bicycle path or trail, equestrian trail, or hiking or recreational trail.

Added Ch. 275, Stats. 1977. Effective July 8, 1977 by terms of an urgency clause.

## Morro Bay Municipal Code Sections

### 10.76.010 - Use of prohibited on streets and sidewalks

(A) Skateboarding and roller-skating shall be prohibited on any public street, sidewalk, parking lot or other public property when such area is prohibited or restricted by resolution of the city council.

(B) Skateboarding and roller-skating shall be prohibited on any private property when the owner or person in charge of the property has posted an appropriate sign restricting or prohibiting such use.

(C) Skateboarding and roller-skating shall be prohibited on downtown streets between Market Avenue and Shasta Avenue on Morro Bay Boulevard and between Dunes Street and Pacific Street on Main Street when posted. (Ord. No. 548, 5-26-09)

### 10.76.030 - Reckless skateboarding and roller-skating

No person shall use or operate any skateboard or roller-skate on any public or private property in such a negligent and/or reckless manner with disregard for the safety of persons or property, and/or interfere with the orderly flow and right-of-way of vehicular traffic in such a manner as to be a hazard to pedestrians, vehicular traffic, the skateboarder/roller-skater themselves, or any other persons. (Ord. No. 548, 5-26-09)

### 10.76.040 - Violations and penalties

Any person who is convicted of violation of any provision of this chapter is guilty of an infraction, punishable by:

(A) A fine not exceeding fifty dollars for a first violation;

(B) A fine not exceeding one hundred dollars for a second violation of the same chapter within one year;

(C) A fine not exceeding two hundred fifty dollars for each additional violation of the same chapter within one year. (Ord. No. 548, 5-26-09)



AGENDA NO: A-7

MEETING DATE: June 26, 2012

# Staff Report

**TO:** Honorable Mayor and City Council                      **DATE:** June 20, 2012

**FROM:** Joseph M. Woods, Recreation and Parks Director

**SUBJECT:** Status Report on the Jody Giannini Family Dog Park

**RECOMMENDATION:**

City Council review the status of the Jody Giannini Family Dog Park (JGFDP) and allow staff to continue working with the Morro Bay Pups (MBP) in providing the operation and maintenance of the off leash dog area within Del Mar Park.

**FISCAL IMPACT:**

The fiscal impact for this review has been limited to staff time for meetings and preparation of staff reports.

**SUMMARY:**

The MBP completed the JGFDP and hosted a grand opening on June 12, 2010. Pursuant to the Planning Commission's conditions, SUP 243, the Dog Park is to be reviewed after two years of operation and a report shall be made to City Council. Staff has worked closely with the MBP Board of Directors to ensure all conditions of the Agreement are adhered to and confirms the off leash dog park continues to operate at the required standards meeting expectations of both the City and residents. The MBP continue to fulfill their obligations and have met or exceeded the City's requirements as related to the maintenance and operations of the JGFDP. The MBP have contributed significantly to the maintenance and operations of the dog park for the past two years and are committed to continuing their efforts and relationship with the City as described in the agreement.

Prepared By: JMW \_\_\_\_\_

Dept Review: JMW \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

**BACKGROUND:**

The Memorandum of Understanding (MOU) between the City of Morro Bay (CMB) and the Morro Bay Pups (MBP) for the construction, maintenance, and operations of the JGFDP was approved by Council at the regular meeting of June 8, 2009. The MBP were able to obtain funding to fulfill construction obligations and began construction late in 2009. The JGFDP was substantially complete in January 2010 and the MBP began the operations with a soft opening and hosted a grand opening on June 12, 2010. The MBP have assisted the City with maintenance and operations of the dog park for the past two years and are committed to continuing their relationship with the City as described in the agreement.

**DISCUSSION:**

Staff reports that the MBP have exceeded the City's expectations in performing maintenance related to the JGFDP. Over the past two years, the MBP have installed a double gate within the entrance structure, informational kiosk, mutt mitt dispensers, elevated trash receptacles, and benches for attendees. The MBP have provided park monitoring and have continuously and promptly removed any and all dog waste and litter from the park. When turf has become barren due to inclement weather or heavy usage, the MBP have used temporary fencing to secure the area and have re-seeded to reinstate the turf. Turf maintenance will be an ongoing issue, and staff feels the MBP realize the importance of turf maintenance and continue to work diligently on restoring any potentially poor area within the user experience. The MBP have installed additional benches within the JGFDP which currently total five and are planning on a sixth. The request for the sixth bench to be located in the large dog area has been approved and will be installed by volunteers upon delivery.

City staff made some improvements to the JGFDP, one of which includes the installation of two watering stations for attending to thirsty dogs. The water is available in both the large and small dog areas. As part of the Tennis Court project, staff has improved the site drainage by redirecting the french drain to the south side of the park. This improvement has made significant positive impacts to the large dog area particularly during the rainy season.

The operation of the dog park is the primary responsibility of MBP, acting as volunteers. The MBP members assist the Department with enforcement of rules and dissemination of information to JGFDP attendees. Staff feels the MBP have put significant effort into both requirements. The MBP have developed an educational program that includes member docents at the park as well as information for attendees through signs, posters, and e-mails. The MBP have provided the required Mutt Mitts for the JGFDP and report the expense at approximately \$1,000 annually.

The JGFDP still has some pending amenities to be installed. Staff is working with a paving contractor to complete the walkway from the tennis courts to the dog park entrance. As a result of the Tennis Court project, staff is working on general site drainage along the South boundary of Del Mar Park, which will improve drainage at the south end of the small dog area.

Early in the development of the Dog Park some neighbors living on Island Street expressed concerns about the possible increase of noise from the Dog Park and felt this negative impact would constitute a public nuisance. Through public meetings at both the RPC and City Council, this issue was discussed and staff was directed to implement some mitigating amenities. As part of those efforts, staff teamed up with the City's Tree Committee and planted trees between the JGFDP and the creek to reduce possible noise travel into the residential area of Island Street. Additional signage was installed at the Dog Park to better inform the attendees of the sensitive nature of barking dogs and yelling handlers, and the possible negative impacts on the adjacent neighbors. Staff has not received any negative reports on noise from the adjacent neighbors within the past twelve months. The lack of reporting does not constitute lack of a problem; however, it does reveal a positive impact on the efforts of both the City and the MBP regarding this particular concern.

**CONCLUSION:**

The City and MBP have been operating this off-leash dog park and have experienced issues of concern from time to time and our reaction as park stewards is critically important for the longevity and sustainability of the park. The JGFDP has been in full operation for two years and both City Staff and MBP have addressed issues of concern as well as park development. Staff feels the current agreement with the MBP allows for positive park development and supports the continuance of this relationship. Understanding that issues and concerns do arise as programs and services progress, staff and the MBP are willing to address any and all community concerns with the desire to satisfy as many as possible in a responsive and courteous manner.

**MEMORANDUM OF UNDERSTANDING  
DOG PARK CONSTRUCTION AND MAINTENANCE**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Morro Bay, a Municipal Corporation formed under the laws of the State of California, hereinafter referred to as the "City"; and Morro Bay Pups, a duly organized community volunteer organization hereinafter referred to as "MBP." Collectively, the City and MBP are referred to herein as the "Parties."

**WHEREAS**, the City owns certain real property located within its corporate limits in the City of Morro Bay, commonly known as Del Mar Park; and

**WHEREAS**, on August 11, 2008, the Morro Bay City Council adopted Resolution No. 53-08 supporting the establishment of a fenced-in, off-leash dog park in the southwesterly portion of Del Mar Park as depicted on Exhibit "A" attached thereto (the "Dog Park") and authorized staff to process permits, proposed amendments to the General Plan and the Master Plan, and CEQA documentation for the Dog Park; and

**WHEREAS**, on March 23, 2009, the Morro Bay City Council amended the Del Mar Park Master Plan and approved Special Use Permit 243 for the development of the off leash Dog Park, including perimeter fencing, of approximately one acre area within the southwesterly portion of Del Mar Park; and

**WHEREAS**, MBP is committed to the development, operation, and maintenance of the Dog Park in Del Mar Park and in furtherance thereof has submitted to the City all applications required by the City for final approval of the Dog Park; and

**WHEREAS**, the City has expeditiously processed all of said applications for consideration all together by the City Council; and

**WHEREAS**, the City has made clear that it has no additional financial resources at this time to commit to the design, development, operation, or maintenance of the Dog Park; and

**WHEREAS**, MBP has associated itself with the San Luis Obispo Parks Open Space & Trails Foundation ("SLOPOST"), which has formal federal and state non-profit status, for the purpose of raising funds in the name of SLOPOST-MORRO BAY PUPS, for the development, operation, and maintenance of the Dog Park in Morro Bay; and

**WHEREAS**, SLOPOST has designated the Dog Park as a SLOPOST project and has agreed to disburse funds raised by MBP as directed by MBP, and consistent with its charitable purposes, for the development, operation, and maintenance of the Dog Park; and

**WHEREAS**, MBP has raised initial funds for the development of the Dog Park, is in the midst of a capital fundraising campaign, and expects that it will raise sufficient funds and secure other commitments for the development, operation, and maintenance of the Dog Park; and

**WHEREAS**, the Parties desire a Memorandum of Understanding to document the terms and conditions for the construction, operation, and maintenance of the Dog Park.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Construction.**

Subject to the requirements set forth below, MBP will, at its sole cost, construct fencing, gates, access walkway from the tennis courts to the Dog Park entrance, signage, entrance structure, information kiosk, mutt mitt dispensers, benches, turf restoration and other similar improvements for the Dog Park. MBP will contract with one or more properly licensed contractors or with the California Conservation Corps ("contractors") to perform all work required by law to be performed by a licensed contractor. Construction of the Dog Park will not be performed, in whole or in part, by the City or under contract with the City.

All contractors will be subject to the approval of the City and will not commence work until their licensing and insurance and all other requirements, if any, requested by the City are incorporated in the contract documents and proof thereof is provided to the satisfaction of the Director of Recreation and Parks (the "Director"). The City shall contribute no public funds to the construction of the Dog Park as those terms are used in Labor Code Section 1720, or take any other action which would subject MBP to the payment of prevailing wages on the project. For that reason, MBP shall not be required to pay prevailing wages in connection with such construction. All contract documents between MBP and its contractors will be submitted to the Director and approved prior to the commencement of that contractor's work.

As the City requires, the contractors performing work on the project shall agree to standard provisions for the protection of the City, including insurance requirements. The Director will provide a copy of such standard provisions to MBP not later than May 15, 2009, and MBP will require that each contractor sign such provisions as a part of its contract with MBP.

All materials used in construction of the project shall be new or like-new, and in either event shall result in first class quality and appearance when incorporated into the project. Materials may be provided by the contractor, purchased at or below market value by MBP and provided to the contractor, or donated to MBP and provided to the contractor. Materials may be subject to the approval of the Director.

Construction of the improvements shall comply with all applicable requirements of law, including the Americans With Disabilities Act.

The work of construction may be performed in increments or phases approved by the Director. Before any increment or phase of construction may begin, MBP will submit the contractor's bid proposal to the Director describing or depicting the work to be done, and in the case of the perimeter fence, the fence location will be physically marked on the ground. No work will be commenced until such proposal is approved by the Director, and in the case of the fence, until the fence location is approved by the Director.

The Director will cause the construction to be inspected by City personnel in the same manner and to the same extent as other construction or repair work performed on City park property. The City will require all contractors to perform their work in accordance with code requirements and the bid proposal.

MBP will not authorize any construction work to begin unless it holds in its SLOPOST or other accounts sufficient funds to pay the contract price in full. MBP will pay all contractors in timely manner and will not allow any claim or lien to be made or filed against the City. In the event of a payment or performance dispute between MBP and any contractor, MBP will notify the Director within 10 days of receiving notice of the dispute and will request the assistance of the City in resolving the dispute.

The City owns the subject property and will not charge processing and inspection fees normally charged contractors or developers for work performed on private property. The City will not provide and will not require MBP or MBP's contractors to provide performance or completion bonds. Contractors will provide insurance for construction activities as routinely required by the City.

The construction by MBP shall include the access walkway from the tennis courts to the Dog Park. The walkway shall comply with ADA requirements and connect with the walkway at the tennis court site.

## **2. Maintenance.**

The City will perform at its expense all maintenance and repair to the turf and trees of the Dog Park that it performs to all turf and trees in Del Mar Park. The City shall perform the regular mowing of the turf, watering, fertilizing, and pest control of the turf, and trimming and care of the trees on the same schedule as the other turf and trees in Del Mar Park. In the event that fencing needs to be replaced or turf needs to be replaced with turf or other materials, MBP shall pay the reasonable cost of replacement materials. The construction of the Dog Park will provide for lockable mower and vehicle access gates in the fencing as requested by the City.

With the guidance and approval of the Director, MBP will perform maintenance, repair, and replacement of or to the entrance structure, kiosk, water fountain, entry plaza, benches and other similar amenities of the Dog Park, the fencing, and the access path from the tennis courts to the Dog Park entrance, whether made necessary by use by the dogs, the public, the weather, or otherwise.

MBP will monitor the condition of the Dog Park on a regular basis and promptly remove all

dog waste and litter from the Dog Park to City trash facilities within Del Mar Park, as required by the Director.

**3. Operation of the Dog Park.**

Operation of the Dog Park will be the primary responsibility of MBP acting as volunteers. Use of the Dog Park will be equally available to all members of the public in the Dog Park with their dogs and obeying all rules, whether or not they are members of MBP.

Rules of conduct by owners and dogs will be established by the Director and posted in the kiosk located at the Dog Park, using the conditions of SUP 243 as guidelines. MBP members will assist in the enforcement of the rules by informing users of the rules, and in such other manner as approved by the Director.

MBP will perform such other operational services as determined necessary by the Director for the safe and orderly operation of the Dog Park. MBP will inform volunteers and other participants of safe work methods to be used in MBP's operation and maintenance of the Dog Park.

Nothing in this MOU will require MBP to provide daily presence of a member or volunteer to monitor the use of the Dog Park, supervise the use, enforce the rules of operation or use, or for any other purpose.

The Director retains the right to close the Dog Park temporarily to perform repair or maintenance work necessary to protect the health and safety of the public.

**4. Good Faith Performance.**

Each party to this MOU will at all times act in good faith in the performance of its duties and responsibilities under this MOU, will use its best efforts to assist the other party, and will be courteous, helpful, cooperative with, and appreciative of the other party.

**5. Insurance Authority Guidelines.**

The City is a member of the Southern California Joint Powers Insurance Authority (the "JPIA"). The Director will provide to MBP the guidelines of the JPIA for operation and maintenance of the Dog Park. MBP will conform its operation and maintenance activities to any such written guidelines provided and will do nothing to limit or impair coverage of the City with the JPIA. All maintenance and operation activities provided by MBP shall be provided by volunteers, each of whom shall comply with all of the requirements for volunteers established by the Director.

**6. No Possessory Interest.**

MBP understands and agrees that it shall not at any time have a possessory interest in the Dog Park and that any improvements constructed by MBP or its contractors are for the sole benefit of the general public and are the exclusive property of the City.

**7. City's Rights and Obligations.**

The Parties anticipate that the Dog Park, properly maintained, will be a permanent facility within Del Mar Park. Notwithstanding such expectation and without waiving any rights it may have, the City reserves the right to remove Dog Park improvements if deemed necessary to protect the public health, safety, or welfare; the right to relocate the Dog Park as the City Council may determine is in the public interest; and the right to close the Dog Park and remove the improvements if the City Council determines that the threatened danger to the public health, safety or welfare can only be eliminated by such closure and removal.

**8. MBP Contact Persons.**

MBP will furnish to the Director the names and telephone numbers of two members of MBP, each with authority to act alone on behalf of MBP, and who will act as the contacts with the Director concerning the maintenance and operation matters of this MOU. MBP will notify the Director if a member can no longer serve and will provide the name and telephone number of a replacement.

**9. Written Notice.**

Written notice to the respective parties will be provided as follows:

To the City:

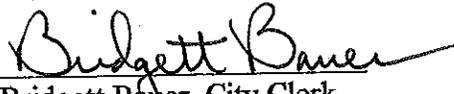
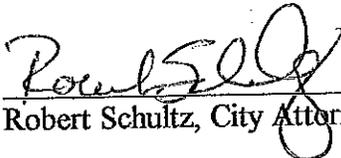
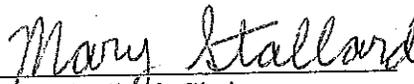
City of Morro Bay  
Department of Recreation & Parks  
Attention: Director  
Morro Bay, CA 93442

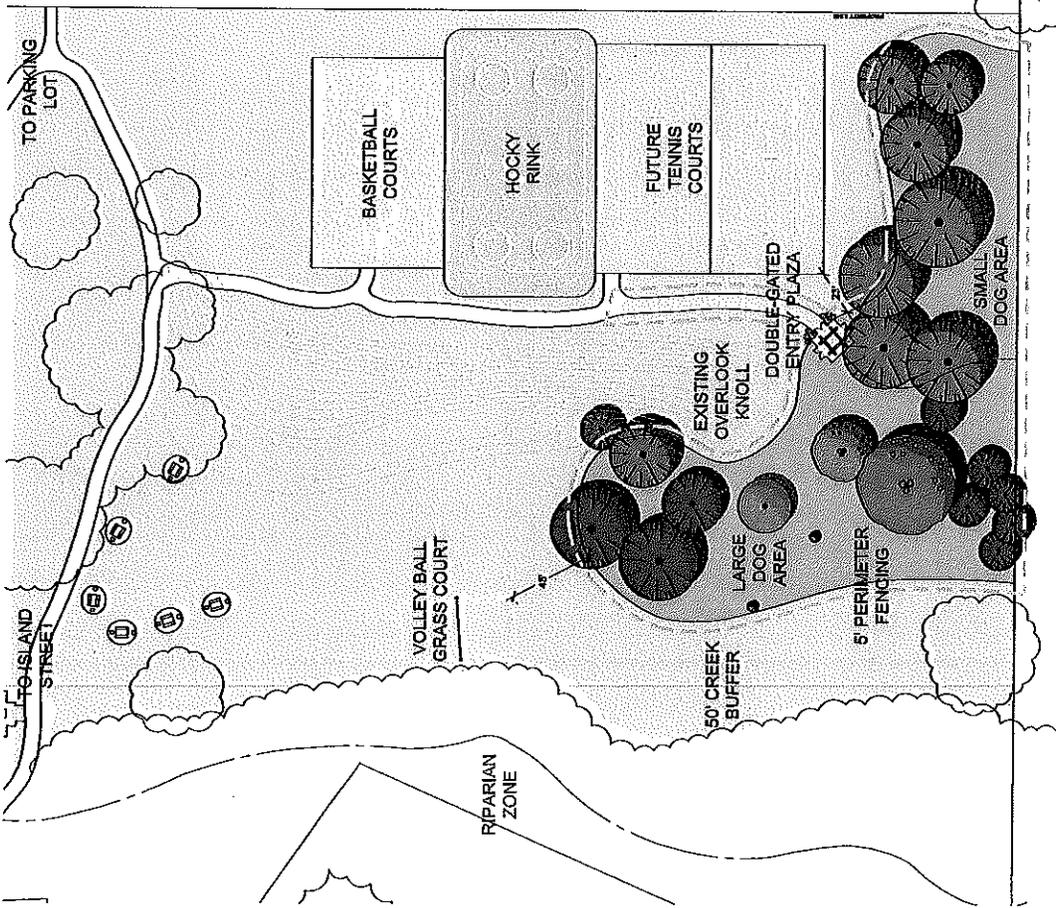
To MBP:

Morro Bay Pups  
2988 Birch Ave.  
Morro Bay, CA 93442

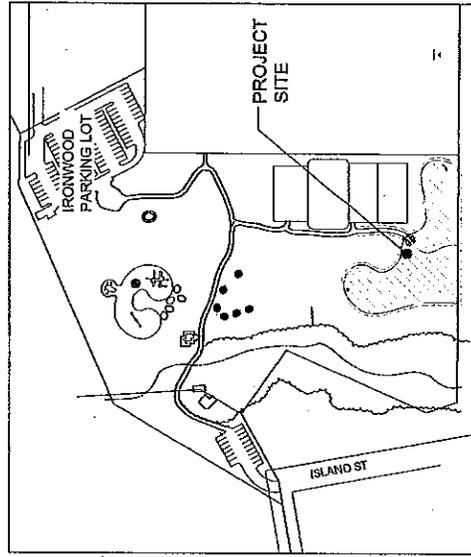
This MOU will be effective upon approval by the City Council and execution by the Parties. The persons executing this MOU represent that they are duly authorized by the party they represent to execute and bind that party. This MOU is the final, complete, and exclusive statement of the terms of the understanding between the Parties, supersedes all previous understandings between the Parties as to its subject matter, and may be amended only in a further writing executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed at Morro Bay, California, on the dates written below.

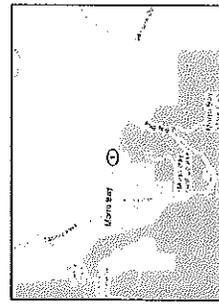
<p>CITY OF MORRO BAY</p> <p> _____ Janice Peters, Mayor</p> <p>Date: June 11, 2009</p> <p>ATTEST:</p> <p> _____ Bridgett Bauer, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p> _____ Robert Schultz, City Attorney</p>	<p>MBP</p> <p>By:  _____ Mary Stallard, Chair</p> <p>Date: June 11, 2009</p> <p>APPROVED AS TO FORM:</p> <p> _____ Steve Eckis</p>
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SCHOOL SITE



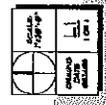
KEY MAP



VICINITY MAP

AREA CALCULATION  
 SMALL DOG AREA 1264 SF  
 LARGE DOG AREA 22322.52  
 TOTAL 35346.52

DISCLAIMER  
 AVAILABILITY OF SITE BASE PLAN INFORMATION, THE  
 LOCATION OF CERTAIN ELEMENTS SHOWN ON THESE PLANS HAS BEEN  
 ESTIMATED BY ECOTONE ENVIRONMENTAL DESIGN BASED ON VISUAL  
 SURVEY AND SHOULD BE USED FOR CONCEPTUAL PLANNING  
 PURPOSES ONLY.



LEGEND  
 - - - - - PROJECT LIMIT LINE  
 ——— FENCE LINE  
 A GATE

CONCEPTUAL SITE PLAN FOR  
**THE OFF LEASH DOG PARK**  
 AT DEL MAR PARK ON DEL MAR BLVD, DEL MAR, CALIFORNIA



AGENDA NO: A-8

MEETING DATE: June 26, 2012

# Staff Report

**TO:** Honorable Mayor and Council **DATE:** June 20, 2012

**FROM:** Susan Slayton, Administrative Services Director

**SUBJECT:** Resolution No. 35-12 Authorizing San Luis Obispo County Assessor to Assess Amounts Due on Delinquent Solid Waste Collection Accounts as Tax Liens Against the Properties

## **RECOMMENDATION**

Adopt Resolution No. 35-12.

## **FISCAL IMPACT**

The City will receive the 10% franchise fee on all liens paid in addition to a 2% administrative fee for costs associated with the processing of the liens with the San Luis Obispo County Assessor. Total revenue to be received will be \$274.94.

## **SUMMARY**

Morro Bay Municipal Code §8.16 addresses delinquent solid waste accounts held by the City's franchisee, and the methodology related to collecting those debts. Morro Bay Garbage has followed the appropriate steps, and staff is requesting permission to file tax liens on the remaining delinquent debtors.

## **DISCUSSION**

Morro Bay Municipal Code §8.16.170 and 8.16.375 establish that all places and premises in the City in or on which solid waste is created, accumulated or produced must use the solid waste collection and disposal service provided by the City's franchisee and that the franchisee is responsible for collecting fees for the service.

Municipal Code §8.16.170 also states that for the purposes of establishing responsibility for the payment of fees and charges, the person who has applied for water service to each place or premises within the City is responsible for paying for the service. The owner of the property which is furnished service and the customer, who applies for service, if different from the property owner, shall jointly be responsible for the payment of all rates, charges and fees including penalties, and that unpaid obligations shall run with the land and lead to delinquency for the property involved.

Prepared By: J Burlingame

Dept Review: \_\_\_\_\_

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

Municipal Code §8.16.385 provides a method by which the franchisee may take actions to collect fees from the owners of developed properties involved in delinquent solid waste collection and disposal accounts. Morro Bay Garbage Services has taken the actions prescribed within the Municipal Code to collect delinquent solid waste collection and disposal accounts, which are:

- 1) Present to the City a list of property owners whose accounts are more than 120 days past due,
- 2) Send certified letters to these property owners requesting payment, and
- 3) Present to the City a list of property owners that have failed to make the requested payment.

### **CONCLUSION**

Morro Bay Garbage Service has gone through the process outlined in the municipal code and has submitted the final list of property owners that failed to make the requested payment by the due day. The next step is for the City to authorize the County to process liens against those delinquent debtors. Staff recommends adopting Resolution No. 35-12 to accomplish the task.

**RESOLUTION NO. 35-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY,  
CALIFORNIA AUTHORIZING THE SAN LUIS OBISPO COUNTY  
ASSESSOR TO ASSESS AMOUNTS DUE ON DELINQUENT  
SOLID WASTE COLLECTION AND DISPOSAL ACCOUNTS AS  
TAX LIENS AGAINST THE PROPERTIES**

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

**WHEREAS**, Sections 8.16.170 and 8.16.375 of the Morro Bay Municipal Code establish that all places and premises in the City in or on which solid waste is created, accumulated or produced must use the solid waste collection and disposal service provided by the City's franchisee and that the franchisee is responsible for collecting fees for the service; and

**WHEREAS**, Section 8.16.170 of the Municipal Code also states that for the purposes of establishing responsibility for the payment of fees and charges, the person who has applied for water service to each place or premises within the City is responsible for paying for the service, and that the owner of the property which is furnished service, and the customer who applies for service, if different from the property owner, shall jointly be responsible for the payment of all rates, charges and fees including penalties and that unpaid obligations shall run with the land and shall lead to delinquency for the property involved; and

**WHEREAS**, Section 8.16.385 of the Municipal Code further provides a method by which the franchisee may take actions to collect fees from the owners of properties involved in delinquent solid waste collection and disposal accounts which includes requesting the City to file a tax lien; and

**WHEREAS**, the franchisee, Morro Bay Garbage Service, has taken the actions required within the Municipal Code to collect fees from delinquent accounts as certified by franchisee and incorporated herein, and has provided the required list of debtors whose account is still delinquent.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay that the San Luis Obispo County Assessor is hereby authorized to assess the amounts due on delinquent accounts as established and certified by the franchisee Morro Bay Garbage Service as liens against the properties listed below:

<b>Parcel Number</b>	<b>Total Amount</b>
068-217-007	\$ 123.94
066-204-021	\$ 202.86
068-291-009	\$ 288.54
066-164-002	\$ 85.20
068-225-002	\$ 153.98
068-351-041	\$ 250.54
068-271-017	\$ 65.78
066-092-009	\$ 280.16
065-059-009	\$ 247.00
068-221-008	\$ 345.98
066-084-044	\$ 113.82
066-073-007	\$ 313.82

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on the 26th day of June 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
WILLIAM YATES, Mayor

**ATTEST:**

\_\_\_\_\_  
JAMIE BOUCHER, City Clerk



AGENDA NO: B-1

MEETING DATE: June 26, 2012

# Staff Report

**TO:** Honorable Mayor and City Council **DATE:** June 20, 2012  
**FROM:** Joseph M. Woods, Recreation and Parks Director  
**SUBJECT:** Resolution No. 32-12 Directing the Levy of the Annual Assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District

## RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annual levy of assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District, and then adopt Resolution No. 32-12 confirming the levy of assessment for Fiscal Year 2012-13.

## FISCAL IMPACT

By adopting Resolution No. 32-12, \$148,944 will be collected through an assessment of all parcel owners in the Cloisters subdivision for the maintenance of the Cloisters Park and Open Space.

## SUMMARY

At the May 8, 2012 City Council meeting, the Council adopted Resolution No. 22-12 approving the Engineer's Report describing the annual maintenance to be completed at the Cloisters Park and Open Space, and declaring the City's intent to levy an annual assessment to finance this maintenance. The assessment, projected at \$1,241.20 per assessable lot in the Cloisters subdivision, will be collected by the County Assessor. As part of the assessment process, the City ordered the preparation of an Engineer's report, adopted a resolution of intention to levy an assessment, set June 26, 2012 as the hearing date on the proposed levy of assessment, noticed all property owners on record via first class mail of the hearing and published the notice in the local newspaper. The Council must hold this protest/public hearing before considering the levy of the annual assessment.

## DISCUSSION

Staff has received 9 letters in protest of the Assessment District. Several residents have expressed concerns with maintenance, special benefits and the fact that through the passing of time, the assessment should be an expense borne by the General Fund. While the benefits from the assessment go far beyond the maintenance of the Districts amenities, staff recognizes the importance of meeting our obligations which are outlined in the Engineer's Report and have taken positive steps in correcting identified deficiencies.

Staff has begun neighborhood meetings to discuss priorities with the residents. Our first

Prepared By: JMW

Dept Review: JMW

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

“Neighborhood Meeting” was held on May 21, 2012 where we discussed the upcoming progress on outsourcing the majority of the District’s maintenance. Additionally, we discussed priorities and expectations. Staff felt this informal meeting was meaningful and the beginning of a new relationship between the Cloisters residents and City staff. Staff will continue to schedule and meet with residents throughout the year with a minimum of two meetings to discuss progress and concerns as well as new priorities. The next meeting is tentatively scheduled for June 25, 2012. Staff will also be bringing forward a staff report on the creation of a Cloisters Neighborhood Advisory Committee. This committee would be a liaison between our two entities expediting concerns and strengthening our relationship in order to provide quality service in a responsive manner.

Furthermore, staff has identified the need to provide a higher quality of maintenance service to the various elements within the District. Although resources have been strained throughout the years, staff believes this benefitted area could better be addressed by outsourcing the routine and periodic maintenance to a third party contractor. Recently, staff has posted a Request for Proposals (RFP) for such maintenance. The RFP has allowed for a competitive process which we believe will produce consistent delivery of services and more efficient use of available resources. The results of the RFP will be presented to Council on July 10, 2012 in the form of an Award of Bid. If accepted by Council, the new Contractor would begin maintenance of the District on August 1, 2012. Please note the parkways within the residential areas of the District are currently outsourced and that service would continue throughout the month of July.

Staff continues to utilize the City’s web site using the “Notify Me” modular to inform Cloisters residents of upcoming meetings and various upcoming maintenance tasks. This form of communication has been well received by the residents and will continue through the upcoming Fiscal Year.

**CONCLUSION**

Staff is prepared to continue the Assessment District and fulfill the City’s obligation to maintain the Cloisters Lighting and Maintenance Assessment District as outlined in previous staff reports. Staff will continue communicating with the owners to enhance our relationships and to allow for noticing of upcoming events which may impact their residence.

**RESOLUTION NO. 32-12**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY  
DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT  
FOR THE CLOISTERS  
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT**

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

**WHEREAS**, on May 8, 2012 the City Council did adopt Resolution No. 22-12 declaring the Council's intent to levy an assessment for the annual maintenance of the Cloisters Park and Open Space and approving the Engineers Report; and

**WHEREAS**, a public hearing to hear all protests as to the levy of the annual assessment of said district was scheduled for June 26, 2012 at 6:00 p.m. in the Veteran's Memorial Building; and

**WHEREAS**, notices were mailed to one hundred percent (100%) of the property owners on record in the district regarding the proposed assessment and listing the date, time and location of the protest hearing, as well as being published in the local newspaper; and

**WHEREAS**, the City Council did hear objections of all interested parties as to the levy of the annual assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District on June 26, 2012 at the Veteran's Memorial Building.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay that the annual levy for the maintenance of Cloisters Landscaping and Lighting Maintenance Assessment District generally located as shown on Exhibit "A" attached hereto is hereby ordered and the assessment of \$148,944 to be equally distributed per assessable parcel for the Fiscal Year 2012-13 is hereby confirmed.

**BE IT FURTHER RESOLVED** by the City Council of the City of Morro Bay that adoption of this resolution shall constitute the levy of an assessment for the Fiscal Year 2012-13 and the City Clerk shall file the diagram and assessment with the County of San Luis Obispo Auditor.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held this 26th day of June, 2012 by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

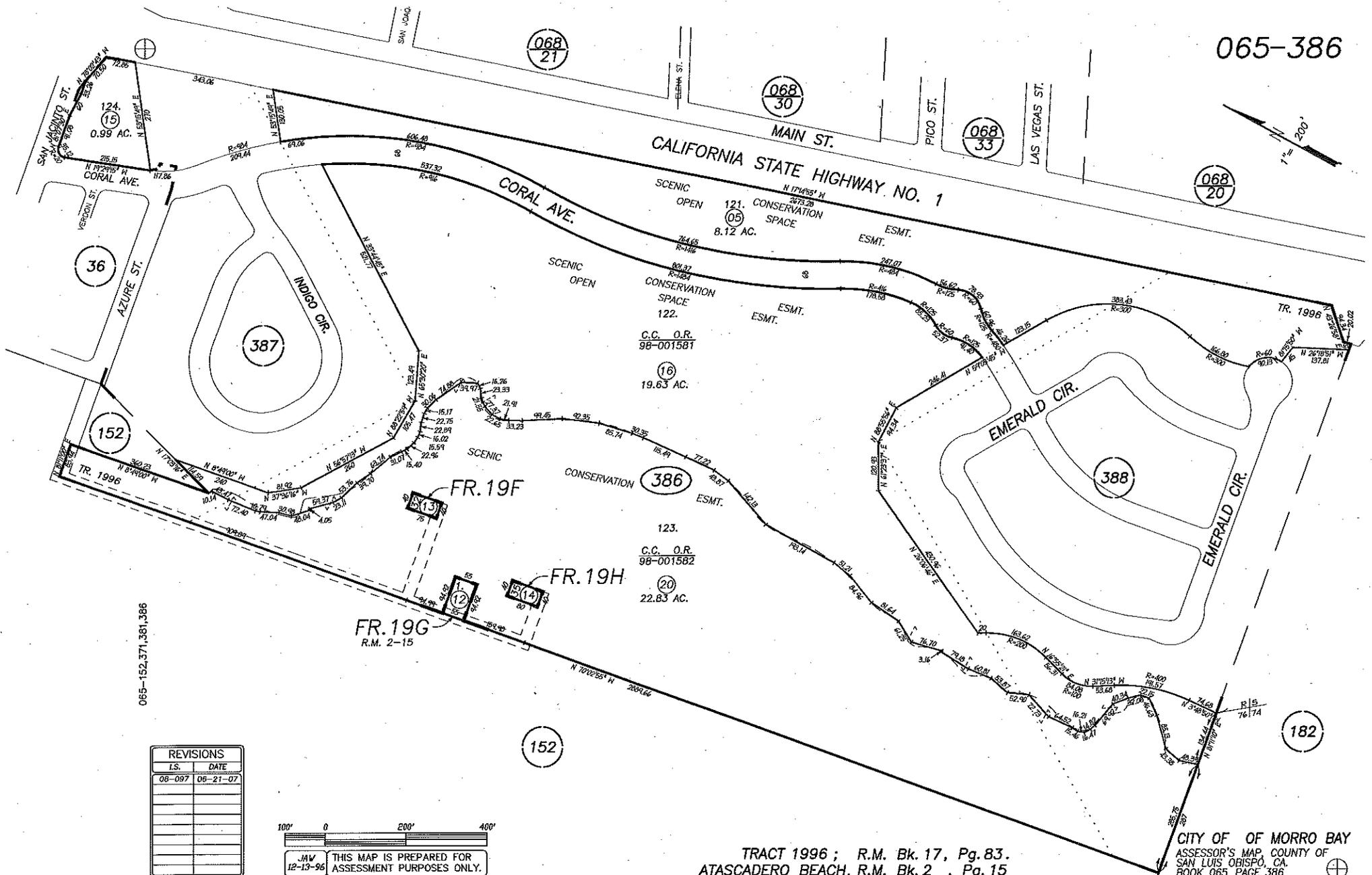
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**WILLIAM YATES, MAYOR**

**ATTEST:**

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**JAMIE BOUCHER, CITY CLERK**



065-152,371,381,386

REVISIONS	
I.S.	DATE
06-097	06-21-07



JAN 12-13-96 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT 1996 ; R.M. Bk. 17, Pg. 83.  
ATASCADERO BEACH, R.M. Bk. 2 , Pg. 15

CITY OF MORRO BAY  
ASSESSOR'S MAP, COUNTY OF  
SAN LUIS OBISPO, CA.  
BOOK 065 PAGE 386.



**RESOLUTION NO. 33-12**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY  
DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT  
FOR THE NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT**

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

**WHEREAS**, on May 8, 2012 the City Council did adopt Resolution No. 23-12 declaring the Council's intent to levy an assessment for the annual maintenance of the North Point Natural Area and approving the Engineers Report; and

**WHEREAS**, a public hearing to hear all protests as to the levy of the annual assessment of said district was scheduled for June 26, 2012 at 6:00 p.m. in the Veteran's Memorial Building; and

**WHEREAS**, notices were mailed to one hundred percent (100%) of the property owners on record in the district regarding the proposed assessment and listing the date, time and location of the protest hearing, as well as being published in the local newspaper; and

**WHEREAS**, the City Council did hear objections of all interested parties as to the levy of the annual assessment for the North Point Landscaping and Lighting Maintenance Assessment District on June 26, 2012 at the Veteran's Memorial Building.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay that the annual levy for the maintenance of North Point Natural Area Landscaping and Lighting Maintenance Assessment District generally located as shown on Exhibit "A" attached hereto is hereby ordered and the assessment of \$5,645 to be equally distributed per assessable parcel for the Fiscal Year 2012-13 is hereby confirmed.

**BE IT FURTHER RESOLVED** by the City Council of the City of Morro Bay that adoption of this resolution shall constitute the levy of an assessment for the Fiscal Year 2012-13 and the City Clerk shall file the diagram and assessment with the County of San Luis Obispo Auditor.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held this 26<sup>TH</sup> day of June, 2012 by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

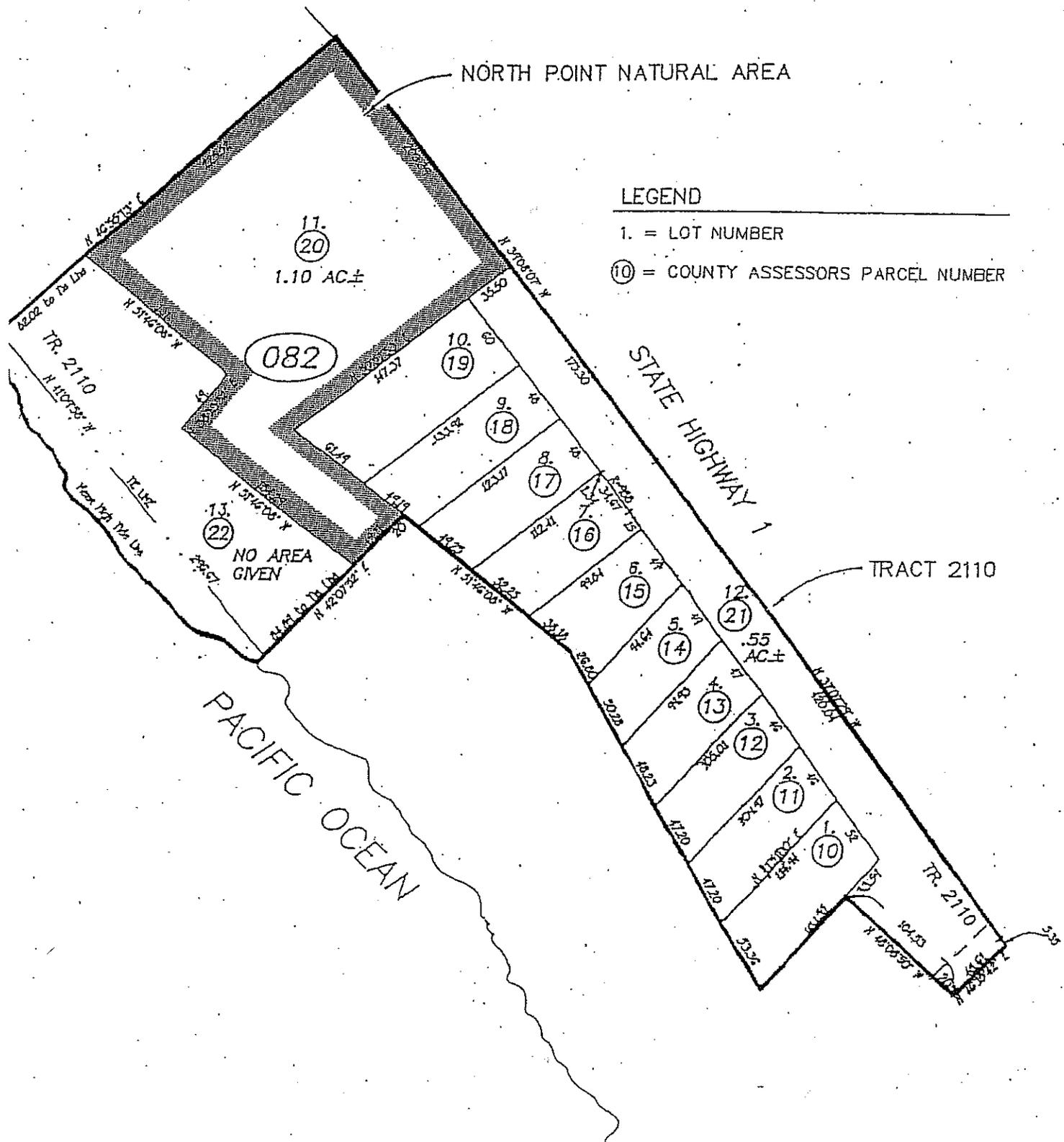
\_\_\_\_\_  
**WILLIAM YATES, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JAMIE BOUCHER, CITY CLERK**

# NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT

## ASSESSMENT DIAGRAM



NORTH POINT NATURAL AREA

### LEGEND

1. = LOT NUMBER

⑩ = COUNTY ASSESSORS PARCEL NUMBER

TRACT 2110

PACIFIC OCEAN

STATE HIGHWAY 1

082

11.  
②0  
1.10 AC±

⑩  
19

⑩  
18

⑩  
17

⑩  
16

⑩  
15

⑩  
14

⑩  
13

⑩  
12

⑩  
11

⑩  
10

13.  
②2  
NO AREA  
GIVEN

.55  
AC±

TR. 2110



AGENDA NO: C-1  
MEETING DATE: 6/26/2012

# Staff Report

**TO:** Honorable Mayor and City Council                      **DATE:** June 19, 2012  
**FROM:** Susan Slayton, Administrative Services Director  
            Andrea K. Lueker, City Manager  
**SUBJECT:** Resolution No. 29-12 Adopting the Fiscal Year 2012/13 Operating Budgets

## RECOMMENDATION

Staff recommends the City Council review the staff report and additional information requested regarding the budget, provide final direction on the budget figures, and adopt Resolution No. 29-12, approving the fiscal year 2012/13 budget with amendments made at this meeting, if any.

## FISCAL IMPACT

After final consideration of the items in this staff report, the City Council will adopt a balanced budget for fiscal year 2012/13.

## BACKGROUND

The City Council conducted a budget hearing on June 12, 2012. After the budget document was prepared and balanced, the City was notified about the strong possibility of the Dynegy plant ceasing operation, thus affecting the fiscal year 2012/13 budget in the amount of \$500,000 to the General Fund and \$250,000 to the Harbor Fund. The budget hearing on June 12, 2012 centered on the City Council discussing amendments to the proposed budget to meet the shortfalls described above. Staff has included the changes that the City Council mandated, and also provided some additional options for the balancing of the Harbor Funds.

## DISCUSSION

**Harbor Fund** - Based on the direction provided to staff at the June 12, 2012 budget hearing, the Harbor Business Manager position will not be filled. However, the majority of job duties that position was responsible for are critical for the effective lease and business management functions of the department, resulting in the staff recommendation below. It is important to note that without any changes to the existing Harbor staffing structure, current employees are working "out of class," which cannot be sustained for a long period.

<b>Prepared By:</b> _____	<b>Dept Review:</b> _____
<b>City Manager Review:</b> _____	
<b>City Attorney Review:</b> _____	

Staff recommends reclassifying the full-time OA IV position to the Harbor Business Coordinator position, the position held by Ms. Lichtenbaum prior to her reclassification to Harbor Business Manager in 2010. The OAIV position will then be left vacant, with a total of 6.75 employees in the Harbor Department. The Harbor Business Coordinator position is different from the Harbor Business Manger position in complexity of duties and responsibility, such as office management and lease management. Without making the change to the Harbor Business Coordinator, utilizing an OAIV is an obvious out of classification situation.

In order for the City to continue to be successful and work on lease site issues including negotiations, the Harbor Business Coordinator will be greatly aided by the City Attorney, City Manager and Harbor Director to complete these tasks. One unfortunate consequence of reducing staff levels and restructuring in this manner is other reductions in service may occur, which could include project plan review, implementation of capital and other projects, response to the public (non-safety related), and availability of staff participation in inter-department and inter-agency activities (e.g., National Estuary Program, Event Planning Committee, fishery management/advocacy, etc.).

While the City Council briefly discussed revenue-generating options at the budget hearing, staff gleaned from that discussion the following direction.

1. Coin-operated water meters will be installed on all domestic water supplies on the T-Piers and Tidelands Side-Tie Dock (slips will not be included at this time). This is estimated to generate approximately \$15,000 annually.
2. The Harbor Lease revenue estimate has been completed and revised to include CPI on the base rent figure and percent gross figure. With the FY 12-13 estimates being finalized, the updated shortfall estimate between revenues and proposed operating expenditures is currently approximately \$219,000 assuming no outfall lease revenue whatsoever.
3. While not presented at the June 12<sup>th</sup> hearing, staff is requesting authorization to investigate and pursue dry storage of boats at the end of the Embarcadero extended, near the Fisherman's/Harbor Department Gear Storage. The dry storage has been discussed in the past as a component of the boat haul-out project and vetted through the public process. This is not expected to generate revenue this year, however, could be influential for 2013/14.
4. Staff has reviewed the capital projects funding allocation and is recommending several modifications of the allocated project amounts. Those include not purchasing a new truck and replacement rescue sleds as directed by Council and reallocating to the operating fund in the amount of \$24,400, and a revised estimate for repair of the Harbor Dept./Coast Guard storage shed roof of \$15,000, and reallocating the \$10,000 savings to the operating fund.
5. \$89,600 from the Harbor Reserve Account will be reallocated to the operating account for FY 2012/13.
6. Staff will be reviewing the existing Coast Guard lease for use of City property, and adding in those areas that were not initially included but are being utilized by the Coast Guard. The additional storage could bring approximately \$7,000 annually.
7. While the City Council was not in favor of RV's by Morro Rock and Target Rock area, staff suggests that the City Council consider a more modest and low profile area: along the Embarcadero extended. It is important to note that currently a number of RV's use this area, as well as other areas, for over-nighting without charge. Staff estimates this reduced program would still generate up to \$75,000 annually. This would be considered a pilot project, providing unimproved dry sites, similar to those found at Morro Strand State Beach Campground. Currently at Port San Luis, over \$500,000 annually is received for RV parking.

8. Staff is requesting the City Council allow an internal study to be done (staff will seek an intern for this work) to look at the possibility of concessions at the Rock parking lot. Since the Council is looking at the Rock Improvement Project, this information may be helpful in completing a final design and incorporating in a location. This is likely to be long-term solution, and will not affect the 2012/13 budget.

9. Staff is requesting the City Council to allow an RFP to be issued for the three existing unused lease sites for development. These include:

- a. Lease Site 138-139, the space between the North T-Pier public restroom and Crill's Taffy Shop;
- b. Lease Site 49-49W, a fifty-foot wide lease site immediately south and adjoining the Whibley/Associated Pacific Constructors lease sites;
- c. Lease Site 35W-36W, the water-only site adjoining the Martony (ex-Cannery) property; and
- d. Lease Site 27W, the water-only site adjoining the Inn at Morro Bay.

These are likely long-term solutions, and will not affect the 2012/13 budget.

These are the recommended components to balance the Harbor Department budget with the estimated \$219,000 shortfall:

Personnel savings	\$	80,000
Coin-operated water meters		15,000
Reallocated capital expenditures		34,400
Harbor reserves		<u>89,600</u>
Total	\$	<u>219,000</u>

Two other issues to keep in mind, with the reduction, include the power plant and the Harbor loan for the South T-Pier. The possibility exists of Dynegy or another company continuing to operate the plant, which would require the use of the outfall and a potential month-to-month agreement for use. While staff is not recommending relying on this for any revenue in 2012/13, it may occur, thereby reducing the need for funding from other sources. Secondly, the Harbor Fund currently pays approximately \$135,000 on a yearly basis to the Department of Boating and Waterways (DBW) for the repayment of the South T-Pier loan. This year, the principal is approximately \$87,000 and interest is approximately \$48,000. This loan will be paid off in 2021/2022, leaving an additional nine years of payment at this time. In future years as the term winds down, City Council could review the possibility of paying off the DBW loan with a loan from another source, thus reducing the interest payment. The current principal balance is approximately \$1,000,000.

**Vehicle Replacement Fund** - As discussed during the budget hearing, the City Council allocated \$70,000 of the vehicle replacement money for the purchase of two marked police vehicles. Should the Police Department need further funding for equipment on the vehicles, those funds would come from the COPS Grant.

Also recommended is the purchase of a replacement vehicle for the Fire Chief out of the remaining \$57,000. The Fire Chief's Ford Expedition is 12 years old, with 110,000 miles on it, and in need of replacement as recommended by the City mechanic. Replacement was requested last year out of the

Measure Q funding, however, since City Council was reducing salaries last year, the general consensus was to not purchase vehicles. The Fire Department has been one of the significant donors to the vehicle replacement fund in past years, and this expenditure is recommended.

**CONCLUSION**

Staff is presenting Resolution No. 29-12, which adopts the Fiscal Year 2012/13 operating budgets, with all amendments that Council made to the budget during the budget hearing. Any further changes will be included in the final document.

**RESOLUTION NO. 29-12**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MORRO BAY, CALIFORNIA  
ADOPTING 2012/13 FISCAL YEAR OPERATING BUDGET**

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

**WHEREAS**, the City of Morro Bay is required to appropriate and expend public funds to conduct the day-to-day business activities of the City; and

**WHEREAS**, the Morro Bay City Council finds and determines that the appropriations are necessary for continued efficiency, economy and effectiveness of the City government operations; and

**WHEREAS**, Section 37208 of the California Government Code provides that payments or demands conforming to an approved budget adopted by Ordinance or Resolution do not require audit by the City Council prior to payment; and

**WHEREAS**, the City Council recognizes that Capital Improvement Projects authorized and approved in prior fiscal years may not be completed by June 30, 2012; and

**WHEREAS**, the continuing efforts of staff to operate the business of the City within an approved budget and to create savings wherever feasible are acknowledged by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay, California, that:

1. The Fiscal Year 2012/13 Operating Budgets are adopted, as presented herewith including changes made at the June 12, 2012 City Council meeting, and any further amendments made at this meeting will be attached to this Resolution;
2. Staff is directed to prepare and publish a final budget document;
3. The City Manager is authorized to transfer appropriations within the adopted budget, so long as the appropriations changes do not have a significant policy impact, and total appropriations are not exceeded;
4. City Council approval is required to transfer appropriations between funds, capital projects, or capital outlay items;

5. The City Council authorizes and directs the transfer of balances for capital projects approved in prior fiscal years, but not completed by June 30, 2012, to the Capital Improvement Project Fund(s) for the 2012-13 fiscal year;
6. The City Council directs that the hiring freeze for positions in the City workforce continue for those positions funded within the General Fund, with the exception of safety personnel, and the City Council reserves the right to review any vacancies on a case-by-case basis as to its official policy; and
7. The City Council chooses to continue the 2009/10 deferral of management and executive 3% Cost-of-Living Adjustment (COLA).

**PASSED AND ADOPTED**, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 26<sup>th</sup> day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

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WILLIAM YATES, Mayor

ATTEST:

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JAMIE BOUCHER, City Clerk



AGENDA NO: C-2

MEETING DATE: June 26, 2012

## Staff Report

**TO:** Honorable Mayor and City Council                      **DATE:** June 20, 2012  
**FROM:** Joseph M. Woods, Recreation and Parks Director  
**SUBJECT:** Progress Report on the Utilization of Big Belly Garbage Receptacles at the Morro Rock Parking Lot

### RECOMMENDATION

Council review the Big Belly Solar Powered Trash Compactor option to improve the solid waste service at the Morro Rock parking lot and direct staff to implement based on the available resources.

### FISCAL IMPACT

The implementation of Big Belly trash receptacles would require initial capital outlay based on the number of receptacles purchased. Each Big Belly compactor with a smart recycling unit would cost approximately \$6,400. Units can be purchased separately, and can include ad panels; these options would affect the cost as discussed below. Return on investment is dependent on the number of existing trash receptacles replaced by compacting units. It is suggested by the manufacturer that the Big Belly compacting receptacle could replace up to four traditional trash units, which currently costs the City approximately \$1200 each annually. Cost for each can in service is dependent on the seasonal collection schedule, and total inventory would need to be considered to accurately reflect actual costs and savings.

### SUMMARY

The Morro Rock parking lot experiences heavy visitor traffic during the summer months as well as on holiday weekends and during these times, the City's solid waste management program is challenged due to the volume of generated trash. Available resources consist of single user trash receptacles which have proven to be less efficient due to age and access by neighboring scavenging birds and squirrels. Increasing the current waste pick up schedule to include in-house Sunday service is part of the solution with the remaining part being the replacement of the current receptacle design with a more efficient design to facilitate user needs, service reduction and prevention of wildlife infiltration.

Prepared By: JMW

Dept Review: JMW

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

**BACKGROUND**

On April 24, 2012, City Council accepted staff’s status report on the Morro Rock parking lot solid waste service and directed Staff to begin in-house Sunday service at the Rock and prepare a report on utilizing Big Belly trash receptacles. The Sunday service is currently being provided by in-house staff from the Harbor Department.

**DISCUSSION**

Currently, the City has three Big Belly Solar Compactors with recycling units in use. The locations are Tidelands, Mariner, and Centennial Parks. These receptacles are serviced by Recreation and Parks Department maintenance staff, while the attached recycling units are serviced by the specific volunteer Adopt-a-Park organizations. The units have been in service for over two years with no reportable problems. The units replaced at least two standard waste receptacles at each location. Staff has experienced efficiency and effectiveness with each unit, which has reduced maintenance costs and added desired aesthetics to each one of these waterfront locations.



Tidelands Park Big Belly with Recycling Unit



Mariner Park



Centennial Parkway - Westside

Currently, there are nineteen trash receptacles at the Rock parking lot and the service to those cans is contracted to Morro Bay Garbage Company (MBGC). The contract provides service to each can from Monday to Saturday, excluding holidays, depending on the season pick-up schedule. Please note that any proposed changes to the current service level would be subject to the terms and conditions found in the Garbage, Recycling and Greenwaste Services Franchise Agreement between the City and Morro Bay Garbage Services Inc.

Additionally, staff has discussed with Tom Martin of the Morro Bay Garbage the concept of using the Big Belly compactors as a replacement receptacle and they would support the program. Mr. Martin did express concerns of weight, as the compactor has the ability to collect up to sixty pounds of trash. Staff indicated if utilized, the compactors would be set at the collection poundage manageable by the contractor. The compactor settings range from 1 – 5, with 3 being the factory setting which allows waste to be collected up to 30 – 35 pounds.

Big Belly Solar Trash Compactors are promoted to reduce solid waste collection costs by up to 80%. The individual units are solar powered, which have worked ideally at our park locations and would provide the same level of service at the remote locations around the Rock. The Smart Recycling Units provide our Adopt-a-Park groups an opportunity for revenue enhancement, as they are permitted to collect recyclables. Currently, recycling units at general public locations are collected by the MBGC.

Based on a single receptacle with the current rate structure, at 3x/week collection for Winter (\$75.56/mo.) and 6x/week collection for Summer (\$149.72/mo.) costs \$1203.36 per year. When replacement ratios are implemented at 1:4, the Big Belly compactor could utilize the savings of servicing three units which cost approximately \$3,609 annually. The cost of the Big Belly compactor with recycling unit costs approximately \$6,400. When service savings are applied, the return on investment would be realized in approximately twenty months. Staff has used approximate numbers due to the contract structure with MBGC. If the Big Belly compactors were to be implemented, the conditions of the solid waste agreement would need to be reviewed in totality and mutually agreed by both parties. Accurate return on investment figures could be generated after such complete review.

Sponsorship programs could be developed to provide capital for initial purchase costs of the compacting units and/or annual revenue to offset the City's solid waste service costs. Sponsorship possibilities include third party entities to advertise their company's services and/or products either on the side ad panel, or directly on the unit via silk screen, decal or wrap. Any trash receptacle used for the purpose of advertising may be subject to the City's sign ordinance and would require further review.

## **CONCLUSION**

The current solid waste receptacles at the Rock parking lot are inadequate in meeting the demands of high volume visitors during summer and holiday seasons. A more efficient and effective receptacle would assist the City in providing trash service and possibly reduce fixed expenses related to solid waste collection service.



## Modern solution

- ▶ Solar-powered, automatic compaction
- ▶ Reduces collections by 4 times or more
- ▶ Eliminates overflowing bins
- ▶ Keeps litter in, pests out
- ▶ No trenching or wiring needed
- ▶ Reliable, safe and easy to use
- ▶ Demonstrates commitment to community & environment
- ▶ Educate your constituents
- ▶ Ad mounts provide marketing platform



## Classic problem



“The [BigBelly] solar trash receptacles have to go citywide. It will give us a more productive work force because you don’t have to pick them up every day.”

—Mayor Thomas Menino, City of Boston

“The machines are working magnificently. They are better than advertised.”

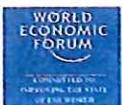
—Jim Burkhardt, Cincinnati Parks Department

“Without question, the BigBelly system has reduced litter and made the city cleaner and more efficient. With the time saved on fewer collections, we can redeploy workers to other important tasks.”

—Mayor David Cohen, City of Newton, Massachusetts

“The main thing for a Business Improvement District is you have to make it look neater. New benches and planters are nice, but you have to get rid of the litter. The BigBelly has been terrific for our beautification efforts.”

—Marie Torniali, Steinway Street BID, New York City



Technology  
Pioneer 2007

BIGBELLY® SOLAR—PROUD RECIPIENT OF TOP AWARDS



Green 50  
2007

Springwise Top 10  
Eco & Sustainability  
Business Ideas in 2007



# BigBelly® SOLAR

Bright ideas for waste management

## Answers to FAQs

### How much sunlight is needed?

The BigBelly® needs no direct sunlight. It runs on a 12-Volt battery that is kept charged by its solar panel on sunny or cloudy days. The battery provides a power reserve for several weeks, so it performs well even in northern latitudes.

### Do the bags get too heavy?

Customers have not had problems with bag weight. We have designed the BigBelly to be simple and ergonomically friendly to use. Weight can also be controlled using a 5-position switch.

### Is the machine safe to use?

Yes. The hopper prevents hands from reaching the compaction area, and the unit locks. The motor will not operate with the door open. The machine also runs on a safe, low voltage.

### Does holding compacted trash create odor problems?

No. The BigBelly is an enclosed system, so odors are contained inside. Customers have reported improved odor control compared to open-air cans.

### Is it expensive?

While more expensive than a regular trash can, the BigBelly reduces collection requirements 4 times or more, saving thousands over its lifetime. Contact us for a custom savings analysis.

### Is it susceptible to vandalism?

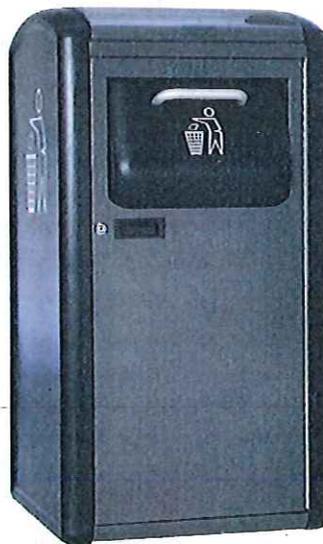
BigBelly is made tough from heavy-gauge galvanized steel, polycarbonate shield and high impact ABS plastic sides. The BigBelly resists scratches, dents and graffiti and units are bolted down for added security.

### Is it resistant to sand and water?

Yes. The exterior has passed a 10-year accelerated life-cycle corrosion test. BigBelly has few moving parts, and the simple, enclosed design helps keep out sand. The powder-coat finish is designed for long life in icy and marine environments.

### How hard it is to maintain?

Maintaining the BigBelly is easy. Preventive maintenance includes routine chain lubrication every year and battery replacement about every 4-5 years.



MADE IN USA—PATENTS PENDING  
CE AND ROHS COMPLIANT

### Specifications

Dimensions: 26.1"W x 25.9"D x 50.4"H  
(66.3 cm W x 65.8 cm D x 128 cm H)

Weight: 300 lbs. (137 kg)

Compaction Force: 1250 lbs. (568 kg)

Capacity: 160–240 gal. uncompacted  
(606–908 liters)

Drive System: Gear-motor with chain drive.

Controls: fully automated, IC processor controlled system senses trash level, fullness and machine status.

Electronics: 12-Volt DC system with 30-Watt PV module

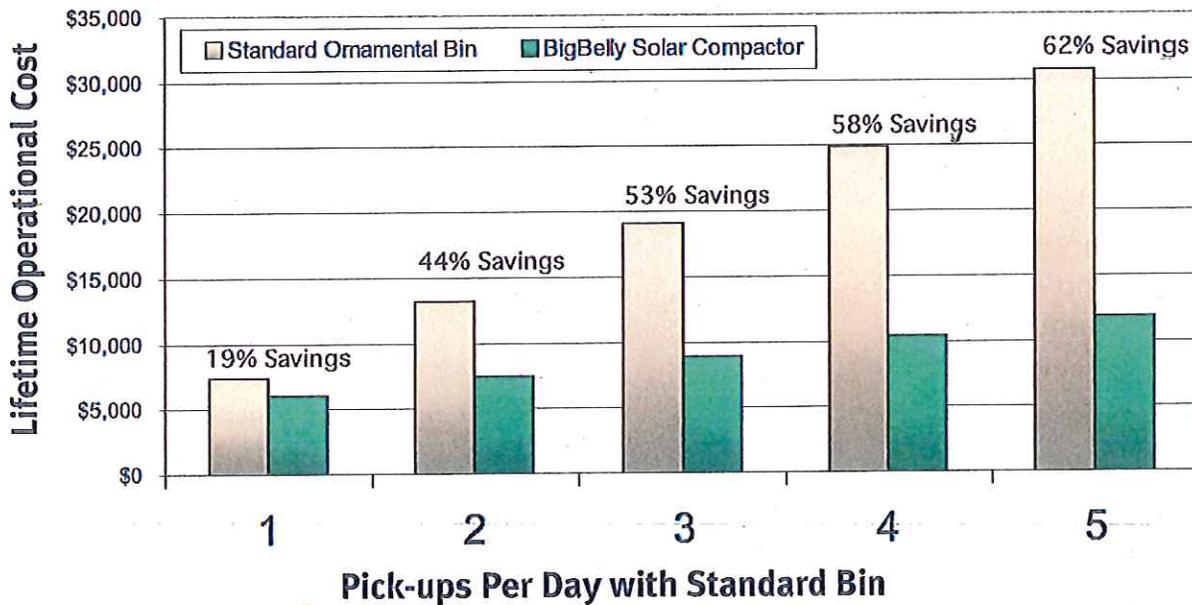
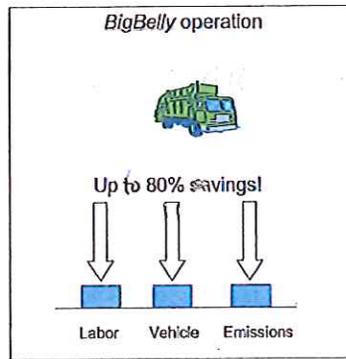
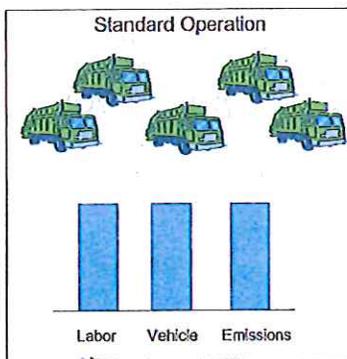
Materials: Galvanized steel with powder-coat finish and heavy-duty recyclable ABS plastic sides.



# Lifetime Savings

## BigBelly® Offers Dramatically Lower Lifetime Operational Costs

Depending on collection frequency, your standard ornamental bin is costing you between \$7,300 and \$30,000 over its lifetime! BigBelly lifetime operational costs are significantly lower, between \$6,000 and \$12,000. BigBelly uses solar power to compact trash at the point of disposal, increasing capacity by five times and reducing operational costs by up to 80%. In addition to lower costs associated with trucks, fuel and labor, BigBelly reduces green house gas and other harmful emissions.



Save as much as 62% with BigBelly!



Technology Pioneer 2007

BIGBELLY® SOLAR—PROUD RECIPIENT OF TOP AWARDS



Springwise Top 10 Eco & Sustainability Business Ideas in 2007





# Customization

BigBelly® is a powerful promotional tool

An innovative and highly visible application of renewable energy, BigBelly® attracts attention wherever it is deployed. Customize your BigBelly®, mirror your branding system and get your message across with custom colors, decals, silk screens, ad panels and wraps. Perfect for your business, school, city or town.

## Ad Panels



- ▶ Graphic dimensions are 18" x 30"
- ▶ Snap fit sides and corners for easy change of graphics
- ▶ Powder coated aluminum with clear polycarbonate face for durability & weather resistance
- ▶ Consult price list for pricing

## Color



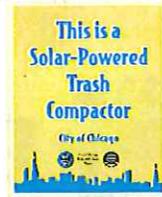
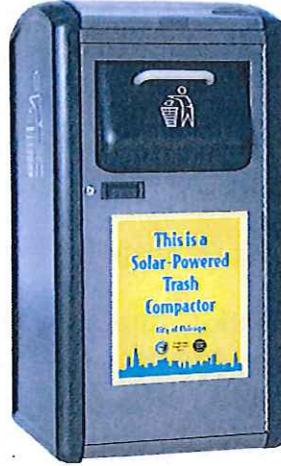
- ▶ Custom colors are available as painted or colored plastic
- ▶ Color is applied to ABS side panels, hopper cover and door handle
- ▶ Consult price list for minimum quantities and pricing
- ▶ Call for information regarding required lead time

## Silk Screen



- ▶ Provide artwork for your logo or seal
- ▶ Custom silk screening is applied in the factory
- ▶ Durable and weather resistant treatment
- ▶ Set up charge is \$300 and silk screening ranges from \$130 to \$30 based on volume and complexity

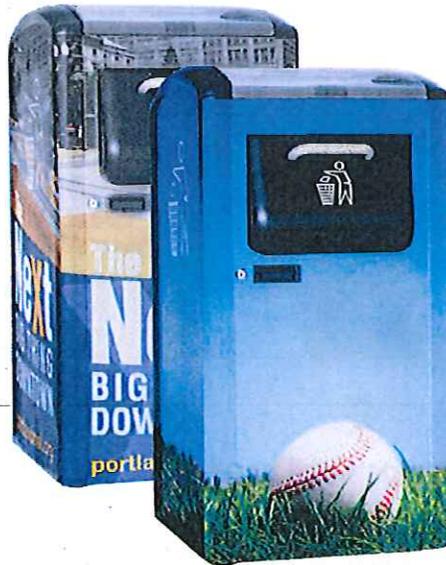
## Decal



- ▶ Provide your artwork for a custom decal
- ▶ 18" x 22" front decal or 18" x 30" side decal, contains vinyl coating for durability and weather resistance
- ▶ Decal can be applied in the factory or in the field
- ▶ Consult price list for quantities and pricing

## Wrap

- ▶ BigBelly® can be wrapped just like a bus or automobile
- ▶ BigBelly Solar will connect the customer with a wrap company
- ▶ Wrap company will develop graphics with customer



- ▶ Local installer applies wrap onsite or in the factory
- ▶ Estimated pricing for wrapping all 4 sides is \$240 for the graphics plus \$250 for installation with discounts for multiple machines. Note: one-time design charge may apply.



AGENDA NO: D-1

MEETING DATE: June 26, 2011

# Staff Report

**TO:** Honorable Mayor and Council **DATE:** June 20, 2011  
**FROM:** Janeen Burlingame, Management Analyst  
**SUBJECT:** Discussion of FY 2012/2013 Trolley Season

## **RECOMMENDATION:**

Staff recommends the City Council review trolley ridership data from the 2011/2012 fiscal year, 2012/2013 fiscal year program and provide direction to staff as necessary.

## **FISCAL IMPACT:**

There is no impact to the General Fund or Parking In Lieu Fund to operate the 2012 trolley season.

## **DISCUSSION:**

### **2012 Trolley Season**

Staff has developed a budget for FY 2012/2013 (2012 Season) that does not require supplemental funding from the General Fund or Parking In Lieu Fund for operations. It is staffs' understanding from State Parks that the Morro Strand Campground will remain open for the 2012 summer season and as such, no changes were made to routing for the trolley season.

The City's 2012 trolley program will be the same as in 2011, serving the visiting and local general public by linking the Downtown Business District, Waterfront, and State Parks in the north and south ends of the community through the use of three trolley routes operating within the City limits. The north and south routes will operate on an approximate 30 minute headway and the Waterfront route will operate on a 20 minute headway (see attached trolley brochure).

Service will operate weekends only from Memorial Day weekend to the first weekend in October, and on Friday and Monday from Memorial Day through Labor Day, beginning at 11:00 a.m. each operating day and ending at 7:00 p.m. on Fridays, 7:00 p.m. on Saturdays, 6:00 p.m. on Sundays, and 5:00 p.m. on Mondays. There will be no changes to the three routes, days/hours of operation, or fares (adult fare was \$1.25, child fare was \$0.50 and the All Day Pass was \$3).

Ridership for the first four weeks of the season is 17% higher and fares are 24% higher than the same time last year.

**Prepared By: J. Burlingame**

**Dept Review: \_\_\_\_\_**

**City Manager Review: \_\_\_\_\_**

**City Attorney Review: \_\_\_\_\_**

## **2011 Trolley Season Summary**

Tables 1 through 4 provide information on the 2011 season. There were the same number of days operated in 2011 and 2010, resulting in virtually the same number of vehicle service hours operated (-0.4% decrease from 2010). Despite operating the same days/hours and no changes in the fare structure, ridership experienced a decrease over the prior year (9.7%). As such, average daily ridership and average ridership per hour experienced similar decreases (9.7% and 9.1%). Fare revenues experienced a larger decrease over the prior year (22.7%) due to a higher percentage of the ridership decrease occurring in the adult fare category.

Regarding the breakdown of total riders between the three routes, the Downtown route did not change over the prior year, carrying 29% of all riders, while the Waterfront decreased by 1% over the prior year, carrying 39% of all riders and the North route increased 1% from the 2009 season, carrying 32% of all riders.

When the days/hours of operation or the fare structure do not change between seasons, trolley ridership can increase or decrease for a number of reasons that vary from changes in TOT/occupancy rates, the weather or larger events being held inside or outside of city limits to name a few. For example, the Oyster Festival that took place over this Father's Day weekend resulted in an unprecedented increase in ridership, doubling normal Saturday June ridership.

When comparing TOT and occupancy rates with trolley ridership, for the most part, there is a correlation between the two so when TOT and summer occupancy rates increase, trolley ridership increases and when they decrease, ridership decreases. There are some exceptions when there have been modifications made to the trolley service (reduction in days, reduction in service hours, fare structure change or routing changes) that did not correspond with TOT/occupancy rate changes such as in 2008 when there was a 6% decrease in TOT and on average for the summer months a decrease in occupancy rates from 2007, but trolley ridership increased by 70% due to the addition of a third route. While there was an increase in TOT between the summers of 2011 and 2010, trolley ridership decreased because of other factors not related to changes in TOT.

Just as there generally is a correlation between TOT and trolley ridership, so too is there a correlation between the weather and ridership. Ridership tends to increase with warmer, sunny days and decrease with colder, overcast or foggy days. Summer 2011 saw more overcast/foggy and cold days than the prior summer which impacted ridership throughout all the summer months.

The main reason for the decrease in 2011 ridership stems from large decreases in ridership for the 4<sup>th</sup> of July and Harbor Festival (17% and 34% respectively), which are large ridership days for the trolley. For the 4<sup>th</sup> of July, the decrease may have been due to the holiday falling on a Monday as visitors were here for the weekend but left on Sunday. For the Harbor Festival, the decrease was perhaps due to a combination of poor weather conditions (overcast/foggy and cold) and the event falling on the same weekend as Sunset's Savor the Central Coast as the Harbor Festival manger noted attendance was down from previous years before the Sunset event began operating the same weekend and may have been attributable to lower Festival attendance.

**Table 1 - 2011 Trolley Summary**

Year	# Days	Ridership	Service Hours	Average Daily Riders	Riders per Service Hours	Farebox	Average Fares per Day
2011	67	19,519	1,472	291	13	\$14,142	\$211
2010	67	21,619	1,478	323	15	\$18,289	\$273
2009*	71	21,551	1,565	304	14	\$15,867	\$223
2008**	70	25,956	1,683	371	15	\$11,337	\$162
2007	70	15,257	1,136	218	13	\$7,058	\$101
2006	70	14,546	1145	208	13	\$6,614	\$94

\*Height of recession

\*\*Trolley expanded to 3 routes (2 w/ 30 minute headway and 1 w/ 20 minute headway)

**Table 2 - Trolley 2010 Ridership per Hour By Route**

\*Includes 4th of July extended hours

	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	Total Riders
Waterfront	843	1,041	1,252	1,152	1,137	1,021	710	303	22	64	7,545
Hourly Riders	13	16	19	17	17	15	13	9	22	64	
Downtown	819	714	812	877	812	853	566	176	39	51	5,719
Hourly Riders	12	11	12	13	12	13	10	5	39	51	
North	850	747	923	873	916	830	720	281	69	46	6,255
Hourly Riders	13	11	14	13	14	12	13	8	69	46	

**Table 3 - Trolley 2011 Ridership per Hour All Routes and By Day**

\*Includes Memorial Day, 4th of July, and Labor Day holidays

	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	Ridership
Total Ridership	2,512	2,502	2,987	2,902	2,865	2,704	1,996	760	130	161	19,519
Hourly Riders	37	37	45	43	43	40	35	22	43	161	
Ridership by Day	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Fri</b>							
Total Riders	7,528	4,849	3,780	3,362							
Ave. Riders/Day	396	255	252	240							
Riders/Service Hour	17	12	13	10							

**Table 4 - Trolley 2011 Ridership per Hour All Routes By Day**

	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	Fri Total		
Friday Ridership	464	427	475	531	448	477	401	139	3,362		
Hourly Riders	31	28	32	35	30	32	27	9			
	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	Sat Total		
Saturday Ridership	886	923	992	1,189	1,095	1,060	822	561	7,528		
Hourly Riders	44	46	50	59	55	53	41	28			
	11-12	12-1	1-2	2-3	3-4	4-5	5-6	Sun Total			
Sunday Ridership	607	676	930	683	748	665	540	4,849			
Hourly Riders	30	34	47	34	37	33	27				
	11-12	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	Mon Total
Monday Ridership	555	476	590	499	574	502	233	79	115	157	3,780
Hourly Riders	35	30	37	31	36	31	117	79	115	157	
(includes 4th of July)											

**CONCLUSION:**

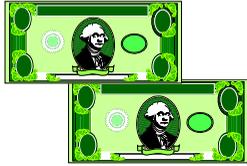
Staff recommends the City Council review trolley ridership data from the 2011/2012 fiscal year (2011 season), 2012/2013 fiscal year program (2012 season) and provide direction to staff as necessary.

## FARES

\$1.25 per ride

\$0.50 per ride 5-12 yrs. old

\$3.00 All Day Pass



An all day pass is good for unlimited rides on the day purchased, and is valid on the Waterfront, Downtown and North Morro Bay routes.

## TROLLEY TOKENS



Trolley tokens can be used in lieu of paying a cash fare.

Tokens can be purchased from the drivers.

**Trolley tokens make great souvenirs!**

## DAYS AND HOURS

Morro Bay Trolley service operates Memorial Day weekend through the first weekend in October.

### **Friday**

11 a.m. - 7 p.m.

### **Saturday**

11 a.m. - 7 p.m.

### **Sunday & Holiday**

11 a.m. - 6 p.m.

### **Monday**

11 a.m. - 5 p.m.

### **July 4th**

11 a.m. to approximately 1 hour after fireworks

Friday and Monday service operates from Memorial Day through Labor Day.

Holidays include  
Memorial and Labor Day



## FARMER'S MARKET



The Farmer's Market is every Saturday from 3 p.m. to 6 p.m. on Main Street from Harbor Street to Morro Bay Blvd. and on Harbor Street from Main to Morro.



The trolleys will deviate from their regular driving route to detour around the Market due to street closures.

## SPONSORSHIPS

Become a sponsor of the trolley! All proceeds go towards the operation of the trolley's three routes. Sponsorship levels start at \$250.

For more information, call (805) 772-6263 or go to [www.morro-bay.ca.us/trolley](http://www.morro-bay.ca.us/trolley)

# Morro Bay Trolley



Linking the North Main Street and Downtown Business Districts, Embarcadero, and State Parks



For more information  
[morro-bay.ca.us/trolley](http://morro-bay.ca.us/trolley)  
(805) 772-2744

# MORRO BAY TROLLEY

Get on the trolley anywhere along the route by waving your hand at the driver.

## North Morro Bay Route

Approximate 30 minute loop

1. Main at Bonita
2. Main at Elena
3. Main at Jamaica
4. Morro Strand State Park Campground
5. Hwy 1 at San Jacinto
6. Atascadero at 200 Block (northside)
7. Atascadero at Morro Dunes
8. Atascadero at 200 Block (southside)
9. Market at Morro Bay Blvd. (transfer point to Waterfront and Downtown routes)
10. City Park at Harbor (transfer point to Downtown route & Regional Transit Service Route 12)
11. Main at Errol

## Downtown Route

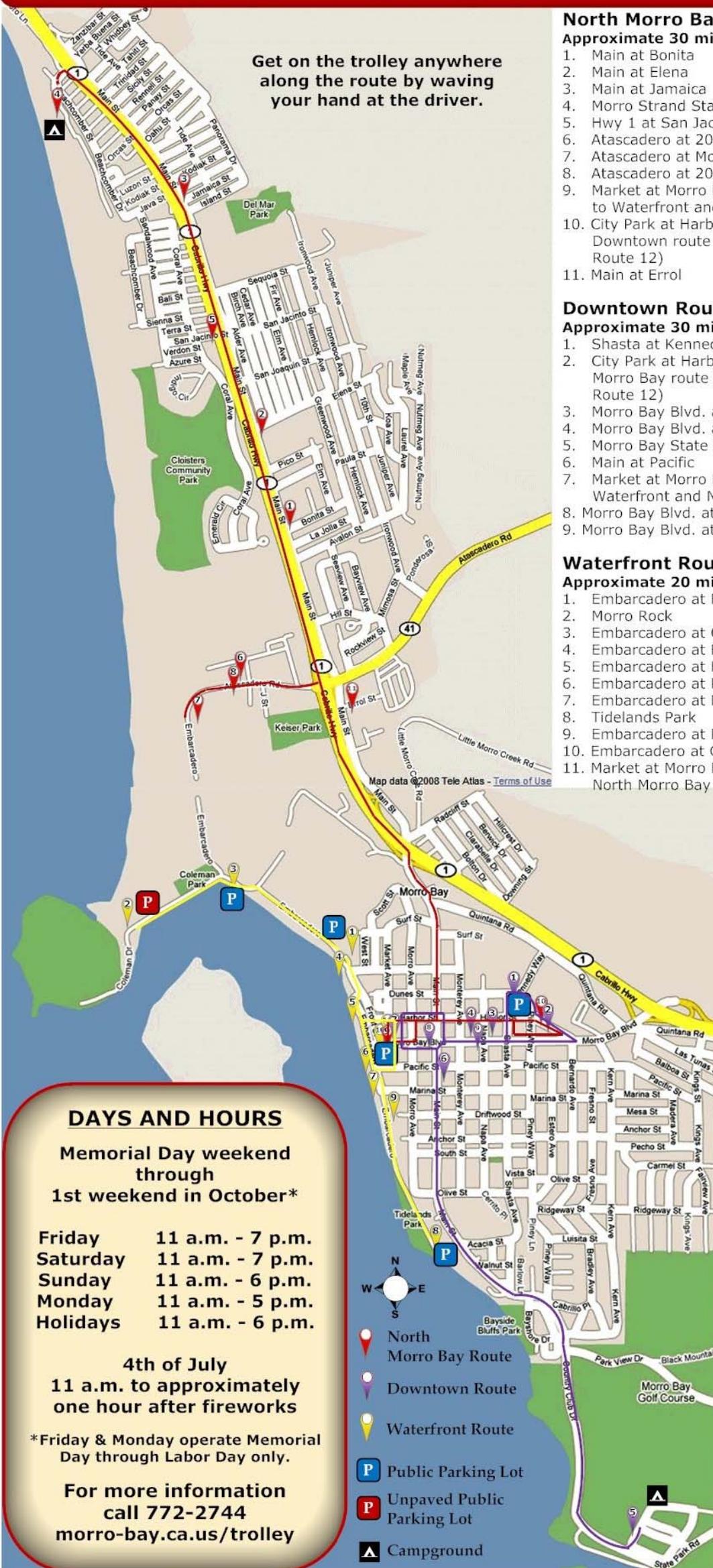
Approximate 30 minute loop

1. Shasta at Kennedy Way
2. City Park at Harbor (transfer point to North Morro Bay route & Regional Transit Service Route 12)
3. Morro Bay Blvd. at Napa
4. Morro Bay Blvd. at Monterey
5. Morro Bay State Park Campground
6. Main at Pacific
7. Market at Morro Bay Blvd. (transfer point to Waterfront and North Morro Bay routes)
8. Morro Bay Blvd. at Main
9. Morro Bay Blvd. at Napa

## Waterfront Route

Approximate 20 minute loop

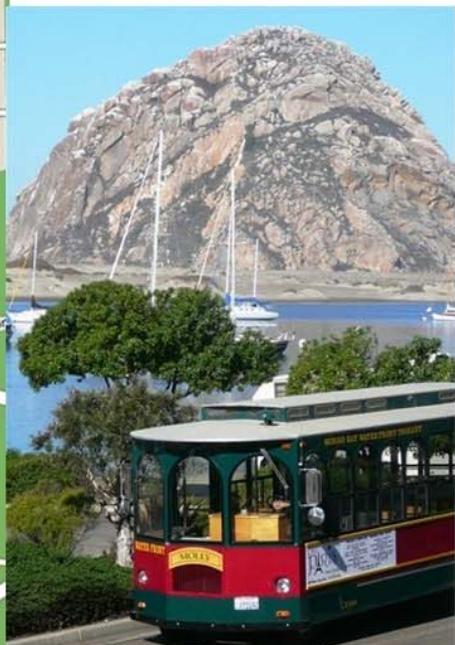
1. Embarcadero at Front
2. Morro Rock
3. Embarcadero at Coleman Beach
4. Embarcadero at Beach
5. Embarcadero at Harbor
6. Embarcadero at Pacific
7. Embarcadero at Marina
8. Tidelands Park
9. Embarcadero at Driftwood
10. Embarcadero at Giant Chessboard
11. Market at Morro Bay Blvd. (transfer point to North Morro Bay and Downtown routes)



**50¢**  
**Child 5-12 yrs. old**  
**\$1.25**  
**13 yrs. and older**  
**\$3**  
**All Day Pass**

Children under 5 ride free (limit 2 per fare paying rider)

Wooden Trolley Tokens make great souvenirs!



## DAYS AND HOURS

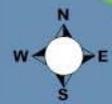
Memorial Day weekend through 1st weekend in October\*

Friday	11 a.m. - 7 p.m.
Saturday	11 a.m. - 7 p.m.
Sunday	11 a.m. - 6 p.m.
Monday	11 a.m. - 5 p.m.
Holidays	11 a.m. - 6 p.m.

4th of July  
 11 a.m. to approximately one hour after fireworks

\*Friday & Monday operate Memorial Day through Labor Day only.

For more information call 772-2744  
[morro-bay.ca.us/trolley](http://morro-bay.ca.us/trolley)



- North Morro Bay Route
- Downtown Route
- Waterfront Route
- P Public Parking Lot
- P Unpaved Public Parking Lot
- ▲ Campground



AGENDA NO: D-2

MEETING DATE: June 26, 2012

# Staff Report

**TO:** Honorable Mayor and City Council **DATE:** June 19, 2012

**FROM:** Rob Livick, PE/PLS – Public Services Director/City Engineer  
Robert Schultz, Esq – City Attorney

**SUBJECT:** Review of Regulations and Policy Regarding Vegetation Management by Pacific Gas and Electric (PG&E) in proximity to their power line facilities

## RECOMMENDATION

Staff recommends the City Council review the regulations and policy then provide direction to Staff.

## FISCAL IMPACT

There is no fiscal impact as a result of this report.

## BACKGROUND/ DISCUSSION

This item was presented as a future agenda item by Councilmember Smukler at the May 8, 2012 City Council meeting and there was a majority of Councilmembers that wanted more information regarding the regulations, policy, and authority of PG&E to remove vegetation in proximity to their power lines.

Trees and overhead power lines are not easy companions in the urban landscape. Cities and their residents plant trees in order to provide safe and pleasant pedestrian environments, cool the urban landscape, improve storm water management, provide wildlife habitat, and mitigate climate change. At the same time, electric utilities spend billions annually on trimming and (often) removing those same trees to enhance reliability and public safety related to electric service. When trees and power lines share space too closely, the result can be power outages and fire. Large trees planted too close to power lines inevitably require expensive trimming or removal. Urban forests have the potential to be useful tools in dealing with climate change mitigation and adaptation, but widespread tree pruning and removal prevents urban forests from fulfilling this potential.

In many cities, the vast majority of street trees and a significant portion of trees on private property are located beneath utility lines. Many of those trees require pruning, and about one in ten of those trees have to be ‘topped.’ Topping involves removing the tree’s crown, damaging it and leaving it open to insect infestation and disease. Such trimming reduces the positive benefits of an urban forest and slows its growth. The result is a serious conflict between the spatial needs of a valuable urban forest and the needs of the city’s electrical infrastructure.

Prepared By: RL

Dept Review: RL

City Manager Review: \_\_\_\_\_

City Attorney Review: \_\_\_\_\_

The City of Morro Bay through its Municipal Code contains the following language in regards to the relationship between utilities (PG&E) and the City pertaining to tree work:

**12.08.110 - Utility permit to trim, brace or remove trees.**

Any person doing business as a public utility subject to the jurisdiction of the Public Utilities Commission of the state and any constituted public agency authorized to provide, and providing utility service, shall be given a permit from the director of public services valid for one year from the date of issuance, permitting such person to trim, brace, remove or perform such other acts with respect to trees growing adjacent to the public streets of the city, or which grow upon private property to the extent that they encroach upon such public streets as may be necessary to comply with the safety regulations of the commission and as may be necessary to maintain the safe operation of its business. See Master Fee Schedule.

Prior to 1997, utilities were only required to maintain a “reasonable clearance” between power lines and foliage. However, large wildfires and two major blackouts caused by vegetation intersecting electrical lines caused the California Public Utilities Commission (CPUC) to tighten standards under General Order 95. Under Rule 35 of the General Order, utilities must maintain specific minimum clearances of tree branches and vegetation around overhead wires in all areas. Minimum clearances range from 18 inches to 15 feet in most situations, depending on the voltage of the power line, exposure to weather, and fire risk in the surrounding area.

PG&E’s legal counsel has offered the following opinion to the City of Morro Bay regarding their authority to maintain vegetation as a part of their regulatory vegetation management program:

A municipality does not have the authority to require PG&E to get a tree removal permit to remove trees in the city -- whether the tree is city owned or on private property -- when the trees are being removed as part of PG&E's regulatory vegetation management program. PG&E is required by rules and regulations adopted by the California Public Utilities Commission (CPUC) to maintain certain clearances between vegetation and power lines and otherwise maintain its facilities to ensure the safe and reliable provision of electric power to the state. Local jurisdictions do not have the discretion to change or veto these rules and regulations or to second guess the utility's vegetation management program. Thus, they lack the authority to require PG&E to obtain discretionary tree trimming and removal permits because the operation and maintenance (including vegetation management and removal activities) of electric power lines fall within the jurisdiction of the California Public Utilities Commission (CPUC) and is preempted.

The City agrees with PG&E’s analysis that the City does not have the authority to require PG&E to obtain discretionary tree trimming permits to clear a minimum distance around power lines. However, when it comes to the removal of trees, City staff works with the PG&E to determine the need for removal instead of trimming and requires a suitable replacement tree. If the removal is deemed necessary, then a permit is issued and PG&E compensates the City at \$50 per tree for said

replacement.

**CONCLUSION**

This report was brought forward at the request of Council. The City's Municipal Code requires staff to issue a permit to a public utility for the trimming, bracing or removal of trees that may interfere with their utility. PG&E contends that their vegetation management requirements are beyond the permitting authority of the City and are regulated by the CPUC. The City's general police powers give the City fairly broad authority to regulate access and safety within the City's rights of way, (i.e. requiring PG&E to follow an approved traffic control plan during their vegetation management operations), however, they may not allow the City to regulate PG&E's vegetation management.



AGENDA NO: D-3

MEETING DATE: June 26, 2012

# Council Report

**TO:** Honorable Mayor and City Council

**DATE:** June 20, 2012

**FROM:** Councilmember Smukler

**SUBJECT:** Pilot Neighborhood Traffic Management Plan on Islands Streets

## **RECOMMENDATION**

Authorize the Public Services Director to initiate a pilot "Neighborhood Traffic Management Plan" (NTMP) for the "Island" Streets area.

## **FISCAL IMPACT:**

The plan can be accomplished in-house with approximately 75-100 person hours of staff time and the utilization of a Traffic Engineering internship position at no cost to the City. Should the NTMP result in an implementation plan, an addition 40 -200+ hours of staff time, plus construction costs could be required. These additional expenditures would be approved by separate City Council action. If successful, implementation of the plan will improve the quality of life and property values of the neighborhood.

## **BACKGROUND:**

The "Island Streets Neighborhood" (the neighborhood) generally describes the area North of Del Mar Park to the Northern City limits on the East side of Hwy 1. The specific project area will be determined during the neighborhood participation process. As recognized in the City's Pavement Management Plan's "Pavement Index", the streets throughout this high-density residential neighborhood are in poor condition. Furthermore, the neighborhood experiences a significant amount of pedestrian, bicycle and motor vehicle traffic accessing Main Street, Atascadero Beach, Hwy 1, Del Mar Park and Del Mar Elementary.

## **DISCUSSION:**

The upcoming 3-Step Cape Seal pilot project on Tide Street is an opportunity to test this new paving system to determine if it can be affordably utilized to improve the streets throughout the neighborhood. However, the work on Tide Street has the potential to exasperate existing traffic issues in the neighborhood at the existing uncontrolled 4-way intersections.

Prepared By:   NOS  

Dept Review:       

City Manager Review:       

City Attorney Review:

Residents have expressed concerns/interest in the following: Traffic Calming, Traffic Flow, “Safe Routes to School”, Pedestrian/Bicycle Safety, Beautification, Storm Water Management and Parking.

The process of developing a NTMP involves a strong public participation component to ensure that the plan is representative and effective. The process will likely include a combination of neighborhood meetings, electronic/printed surveys and public comment hearings. The involvement of the Public Works Advisory Board and a cost free traffic engineering internship position is recommended.

The plan will identify if and what specific problems exist, define the study area, review options, and develop a NTMP to implement the neighborhood-approved action plan.

The Plan and performance of the 3-Step Cape Seal system will likely trigger the opportunity to update the Pavement Management Plan and Pedestrian/Bicycle Plan to incorporate new details.

The City of San Luis Obispo has a successful NTMP program that offers an example of how the concept can be a useful tool to address the needs of a motivated neighborhood. Below are links to their program:

[www.slocity.org/publicworks/transportation/documents/ntmbrochure.pdf](http://www.slocity.org/publicworks/transportation/documents/ntmbrochure.pdf)

[www.slocity.org/publicworks/transportation/ntm.asp](http://www.slocity.org/publicworks/transportation/ntm.asp)

**CONCLUSION:**

The neighborhood has concerns regarding a variety of traffic related issues. A pilot NTMP is an opportunity to address these issues with participation and support of the neighborhood. If appropriate, the NTMP process can be made available to additional areas within Morro Bay. A successfully implemented plan has the potential to increase the quality of life and property values of the neighborhood.