

City of Morro Bay

City Council Agenda

Mission Statement

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

**REGULAR MEETING
TUESDAY, APRIL 22, 2014
VETERANS MEMORIAL HALL - 6:00 P.M.
209 SURF ST., MORRO BAY, CA**

ESTABLISH QUORUM AND CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT

MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

PUBLIC PRESENTATIONS – None

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

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

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

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

A. CONSENT AGENDA

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

A-1 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON APRIL 8, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 PROCLAMATION DECLARING APRIL 2014 AS “MONTH OF THE CHILD” AND “CHILD ABUSE PREVENTION MONTH”; (ADMINISTRATION)

RECOMMENDATION: Present and approve as submitted.

A-3 PROCLAMATION DECLARING APRIL 2014 AS “AUTISM AWARENESS MONTH”; (ADMINISTRATION)

RECOMMENDATION: Present and approve as submitted

A-4 PROCLAMATION DECLARING MAY 2014 AS “BIKE MONTH;” MAY 16, 2014 AS “BIKE TO WORK DAY;” AND MAY 7, 2014 AS “BIKE TO SCHOOL DAY”; (ADMINISTRATION)

RECOMMENDATION: Present and approve as submitted.

A-5 PROCLAMATION DECLARING APRIL 2014 AS CALIFORNIA “SAFE DIGGING MONTH”; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-6 ANNUAL REPORTING ON THE MORRO BAY TOURISM BUSINESS IMPROVEMENT DISTRICT AND SCHEDULING OF A PUBLIC HEARING; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Acknowledge receipt of the annual report, and set the public hearing date for May 13, 2014, in order to declare the intent to continue the MBTBID activities and assessments.

A-7 APPROVAL OF THE FINAL MAP FOR TRACT 2870, SEASHELL ESTATES, 1305 TERESA DRIVE (ROBERT ZINNGRABE); (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution No. 25-14, approving the Final Map for Tract 2870.

A-8 RESOLUTION 26-14 DELEGATING AUTHORITY TO THE CITY ENGINEER TO EXECUTE DOCUMENTS FOR CALTRANS AND FHWA GRANT FUNDED PROJECTS; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution No. 26-14, authorizing the City Engineer to execute Caltrans certifications and agreements related to State and Federal funded projects.

A-9 APPROVAL OF WEBCAM LICENSE AGREEMENT BETWEEN CITY OF MORRO BAY AND SURFLINE/WAVETRAK, INC.; (HARBOR)

RECOMMENDATION: Approval and execution of the webcam license agreement between the City of Morro Bay and Surfline/Wavetrak, Inc. (“Surfline”).

A-10 APPOINTMENT OF THE VACANT PLANNING COMMISSION SEAT; (ADMINISTRATION)

RECOMMENDATION: Fill the vacant position on the Planning Commission that was created with the resignation of Rick Grantham; this term will expire on January 31, 2015.

B. PUBLIC HEARINGS

B-1 INTRODUCTION AND FIRST READING OF ORDINANCE 585; AMENDMENTS TO TITLE 17 -ZONING TEXT AMENDMENT (#A00-013) AMENDING SECONDARY UNIT ORDINANCE); (PUBLIC SERVICES)

RECOMMENDATION: Re-open the public hearing and receive testimony; accept the Planning Commission recommendation to adopt the proposed Ordinance amendment allowing for modification to Title 17; waive reading of Ordinance 585 in its entirety and introduce for first reading by number and title only; and, direct staff to submit a Local Coastal Program amendment to Coastal Commission.

C. UNFINISHED BUSINESS

C-1 CONSIDERATION OF NORTH COAST TRANSIT SURVEY PROJECT RECOMMENDATIONS FOR THE 2014 TROLLEY SEASON REGARDING THE NORTH ROUTE AND FARES; (PUBLIC SERVICES)

RECOMMENDATION: Consider recommendations from the North Coast Transit Survey project related to the North Route and fare structure for the 2014 season and approve changes to the North Route and fare structure as outlined in the staff report.

D. NEW BUSINESS

D-1 REVIEW THE COUNTY DECLARATION OF LOCAL EMERGENCY DUE TO DROUGHT; DISCUSS OUR WATER PROJECTIONS AND RESOURCES INCLUDING THE DESALINIZATION PLANT; AND DISCUSS AND CONSIDER DECLARING A LOCAL EMERGENCY FOR MORRO BAY; (PUBLIC SERVICES)

RECOMMENDATION: Review the report and direct staff to bring back a Resolution reaffirming the City's 2009 emergency declaration of a water shortage.

D-2 DISCUSSION OF RETROFIT POTENTIAL REQUIREMENTS AND REVIEW OF THE PUBLIC WORKS ADVISORY BOARD (PWAB) SPECIAL MEETING REGARDING WATER ALLOCATIONS; (PUBLIC SERVICES)

RECOMMENDATION: Prepare a resolution addressing new water equivalency units are offset on a two-to-one basis by providing retrofits to existing water uses; assign the Public Services Director with the responsibility for the review and approval of the proposed retrofits to ensure they offset the water supply requested; and, establishing an "in-lieu: fee program that would be used to fund water conservation measures.

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

F. ADJOURNMENT

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

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

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

MINUTES - MORRO BAY CITY COUNCIL
REGULAR MEETING – APRIL 8, 2014
VETERAN’S MEMORIAL HALL – 6:00P.M.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	Edward Kreins	Interim City Manager
	Joe Pannone	City Attorney
	Jamie Boucher	City Clerk
	Susan Slayton	Administrative Services Director
	Rob Livick	Public Services Director
	Amy Christey	Police Chief
	Eric Endersby	Harbor Director

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

CLOSED SESSION REPORT – there was no Closed Session.

MAYOR AND COUNCILMEMBERS’ REPORTS, ANNOUNCEMENTS &
PRESENTATIONS

PUBLIC PRESENTATIONS

Mayor Irons requested Council pull Item A-2 in order to present a Proclamation to Morro Bay letter carrier, Joe Gibson proclaiming May 10, 2014 as “Letter Carriers’ Food Drive Day”.

MOTION: Councilmember Christine Johnson moved to pull Item A-2 to present the Proclamation. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No’s: None

PUBLIC COMMENT

Sonya Castillanos, representing the Family Partnership Charter School introduced students who spoke on behalf of the school. Anika Velasquez enjoys working at her your own pace and likes the individual learning style of the school. The school is inclusive, with no cliques and all students socialize with each other. They have a strict health food policy, only eat fruits and vegetables for snacks, and lunches are healthy. They work on “partnership” vs “dominator” which encourages kindness. Fletcher enjoys the hands-on learning style, when your work is

complete, you can walk around and do other learning activities. Instead of just one field trip at the end of the year, they go on multiple field trips. Owen Bettencourt says he enjoys 3 different learning experiences: lots of one-on-one with the teacher and you can go at your own pace; if you can't stay still at your desk, this is a good opportunity for you; and his favorite, there are requirements to be met but you also have the freedom in how you complete the tasks.

Susan Stewart announced that the Chamber is sponsoring a Candidates Forum on April 17, 2014 from 830-1000am at the Morro Bay Veteran's Hall. The League of Women's Voters will run the forum and they are attempting to get AGP to tape it.

Tom Hafer announced the Blessing of the Fleet which is being held on Sunday, April 27, 2014 followed by a BBQ at the Morro Bay Veteran's Hall at 1pm. The event is open to the public.

John Barta spoke out on the City's water situation. He stated that by a 65% vote of the people of Morro Bay, we became a part of the State Water project. The biggest cost of the program is the cost of the pipelines which will be paid off in full in 2021 at which point our state water costs will be reduced to nearly nothing. He feels strongly that there will always be water. Our full needs will be met this year as we will use our savings from prior years. If we ever have a reduction in deliveries of state water, we always have other ways to bring water to our taps thru groundwater pumping from the Morro Basin and desal. State water has met 87% of our needs over the last 16 years.

Ken Vesterfelt announced upcoming events: April 12th is the 4th Annual Emergency Car Show from 9am-3pm and promises to be a great family event. There will be a Code 3 Ride the evening of April 11th. The 18th Crusin Morro Bay Car Show, boasting over 500 vehicles, is being held on May 2nd – May 4th. They are still looking for trophy sponsors at \$100 and \$30 each. The Friday Night Cruise will be held on May 2nd from 6-8pm. You can get more information at morrobaycarshow.org.

Nancy Castle announced the Easter Egg Hunt and BBQ along with the Easter Bonnet Parade being sponsored by the Eagles at Lila Keiser Park on Saturday, April 19, 2014 beginning at 11am. Community dinners are seeing 40-50 people, the numbers are up. She is grateful to Susan Slayton and City staff for donations.

Carla Wixom announced the Open House at the Morro Bay Fire Department on Saturday, April 26th from 2-5pm. It is being hosted by the Morro Bay Friends of Morro Bay Fire.

Jennifer Redman announced the Chamber Mixer being held on April 17, 2014 at the Morro Bay Art Center from 530-7pm. There will be another Sign Ordinance meeting on April 28, 2014 from 830-10am at the Morro Bay Community Center for North Morro Bay businesses. There will also be another Sign Ordinance meeting on May 19, 2014 at the Morro Bay Community Center from 830-10am for Embarcadero businesses.

The public comment period was closed.

A. CONSENT AGENDA

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

A. CONSENT AGENDA

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

A-1 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON MARCH 25, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 PROCLAMATION DECLARING MAY 10, 2014 AS LETTER CARRIERS' FOOD DRIVE DAY; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 RESOLUTION NO. 23-14; DETERMINING ISSUANCE OF AN ALCOHOLIC BEVERAGE CONTROL PERMIT FOR AN ON-SALE WINE BAR AND TASTING ROOM LOCATED AT 845 EMBARCADERO SUITE H; (POLICE)

RECOMMENDATION: Adopt Resolution 23-14 allowing an Alcoholic Beverage Control Permit for an on-site Wine Bar and Tasting Room located at 845 Embarcadero, Suite H.

A-4 ADOPTION OF RESOLUTION 24-14; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AUTHORIZING AND DIRECTING MODIFICATIONS TO WATER CONSERVATION REQUIREMENTS; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution 24-14.

A-5 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLAN; (PUBLIC SERVICES)

RECOMMENDATION: Receive and file.

A-6 WATER RECLAMATION FACILITY (WRF) PROJECT STATUS; (PUBLIC SERVICES)

RECOMMENDATION: Receive and file.

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

Councilmember Christine Johnson pulled Item A-1, Councilmember Smukler pulled item A-6 and Councilmember Nancy Johnson pulled Item A-4.

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

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

A-1 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON MARCH 25, 2014; (ADMINISTRATION)

Councilmember Christine Johnson pulled Item A-1 to discuss an inconsistency in the Municipal Code regarding the terminology "Vice Mayor" and "Mayor Pro Tem". She hoped to amend the MBMC for consistency purposes.

MOTION: Councilmember Christine Johnson moved to direct staff to return with an amendment to MBMC Section 2.08.120 to remove the title Vice Mayor and replace it with Mayor Pro Tem in all cases. The motion was seconded by Mayor Irons and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

Mayor Irons also had an amendment to the minutes on page 8 adding, "**From what George said, if we moved the fireworks over to the sandpit...**"

MOTION: Councilmember Christine Johnson moved to approve Item A-1 with corrections stated on page 8 as provided by Mayor Irons. The motion was seconded by Mayor Irons and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

A-4 ADOPTION OF RESOLUTION 24-14; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AUTHORIZING AND DIRECTING MODIFICATIONS TO WATER CONSERVATION REQUIREMENTS; (PUBLIC SERVICES)

Councilmember Nancy Johnson wanted to ensure that the Commercial Fishermen and sport fishermen were aware of the water conservation amendments being proposed in this Resolution – they can now hose down the decks and remove the salt water with a hose with a nozzle attached. This was confirmed by Public Services Director Rob Livick.

MOTION: Councilmember Nancy Johnson moved approval of Item A-4 as presented. The motion was seconded by Councilmember Christine Johnson and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

A-6 WATER RECLAMATION FACILITY (WRF) PROJECT STATUS; (PUBLIC SERVICES)

Since there won't be a JPA meeting this month, Councilmember Smukler pulled this item so that Mr. Livick can give the public a chance to hear what has gone on and what's coming up. There have been meetings with, and a tour of, Rancho Colina; meetings with the Regional Water Board; and, planned visits to, and tours of, the Morro Valley sites.

MOTION: Councilmember Smukler moved approval of Item A-6 as presented. The motion was seconded by Councilmember Nancy Johnson and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

B. PUBLIC HEARINGS

B-1 INTRODUCTION AND FIRST READING OF ORDINANCE 585; AMENDMENT TO TITLE 17 (ZONING TEXT AMENDMENT - #A00-013 AMENDING SECTION 17.48.320 SECONDARY UNIT ORDINANCE); (PUBLIC SERVICES)

There was no staff report presentation as staff has yet to receive and evaluate the information from the California Coastal Commission staff. It is being requested to continue this item to the April 22nd City Council meeting.

As the item was noticed, Mayor Irons opened the public hearing for Item B-1.

John Barta stated he caught one thing: the secondary dwelling code applies to all residential zones. It occurred to him that while it's maybe appropriate to keep 900 square feet in single family zones, it may not be appropriate for R2 or R3 zones. He feels we should increase the square footage to 1200 sq feet in the R2 and R3 zones.

Barry Brannin stated that one of the unintended consequences with any change is what someone else may envision. Someone up in Cayucos wants to convert a 2 bedroom caretaker unit to a single family residence and then use it as a vacation rental. Without a CUP defining the parameters, this might happen here. He feels we need a CUP on every granny unit.

The public hearing for Item B-1 was closed.

MOTION: Councilmember Nancy Johnson moved to continue Item B-1 to April 22, 2014. The motion was seconded by Councilmember Leage and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

B-2 RESOLUTION NO. 21-14 INITIATING PROCEEDINGS TO LEVY THE ANNUAL ASSESSMENT FOR THE CLOISTERS PARK AND OPEN SPACE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

Interim City Manager Ed Kreins presented the staff report.

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

Dawn Beattie wants to ensure that the Engineer's Report is done in accordance with the law. Beyond the minimum, she would like to see the report be a bottom up estimate so that the special benefit is identified/addressed.

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

Councilmember Smukler stated we are continually working to uphold our obligations. He is aware our staff has had time to meet with Cloisters representatives and is hopefully keeping the relationship strong.

Councilmember Christine Johnson stated that in past years there hasn't been a quarterly meeting that hasn't been attended by at least the Mayor and/or herself. She feels there has been good responsiveness from staff. There has been a lot of time and effort spent since last year building good partnership with some of the long standing issues.

Mayor Irons suggested that Ms. Beattie speak with City Attorney Joe Pannone for any clarifications he may need.

MOTION: Councilmember Christine Johnson moved adoption of Resolution 21-14 ordering the preparation of an Engineer's Report detailing the expenses projected for FY 2014-15 for the maintenance of the Cloisters Park and Open Space. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

B-3 RESOLUTION NO. 22-14 INITIATING PROCEEDINGS TO LEVY THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

Interim City Manager Ed Kreins presented the staff report.

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

MOTION: Councilmember Smukler moved approval of Resolution 22-14 initiating proceedings to levy the annual assessment for the North Point Natural Area Landscaping

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

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

C. UNFINISHED BUSINESS

C-1 RESOLUTION 20-14 REESTABLISHING THE CHAMBER OF COMMERCE ECONOMIC AND BUSINESS DEVELOPMENT AGREEMENT FOR FY 2013/14 TO INCLUDE THE ECONOMIC DEVELOPMENT WORK PLAN FOR THE REMAINDER OF FY 2013/14; (ADMINISTRATIVE SERVICES)

Administrative Services Director presented the staff report.

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

Councilmember Christine Johnson thanked the volunteers at the Chamber who have been working so hard on this. She feels very supportive of the revised scope and changes made.

Councilmember Smukler feels this is a good scope of work and is supportive of it. The possibility of a mobile app is intriguing. He feels that Section 1B, #11 is too vague. He would like to add "City programs and services" to the marketing efforts of the website and mobile app.

Mayor Irons recognized the work done since January and is in support of a successful Chamber and Economic Development Program.

MOTION: Councilmember Smukler moved approval of Resolution 20-14, reestablishing the Chamber of Commerce Economic and Business Development Agreement for FY 2013-14 to include the Economic Development Work Plan for the remainder of FY 2013-14 and adding to 1B, #11: "Market local businesses, **City programs and services**, and the community through the development of an all-inclusive website and mobile app." The motion was seconded by Councilmember Nancy Johnson and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

C-2 APPROVAL OF ASSIGNMENT AND ASSUMPTION OF LEASE SITE 63-64/63W-64W (GRAY'S INN, 561 EMBARCADERO) FROM JOSEPHINE GRAY TO TODD BASTON AND TAMARA GRAY BASTON AND CONSIDERATION OF CONSENT OF LANDOWNER FOR REDEVELOPMENT PROJECT PROPOSED FOR LEASE SITE; (HARBOR)

Harbor Director Eric Endersby presented the staff report.

Applicants Tamara and Todd Baston wanted to address the idea of the time-line. They hoped to get through the summer season and deal with some safety repair issues. After that, and based on new drawings, they now need to do an eel grass study. They then hope to start the walk-way and the others after they get a feel for the business; they want to start with street side repairs and then follow that up with the ADA ramp. The boardwalk would be the last piece of the puzzle.

Mayor Irons opened up the public comment period for Item C-2; seeing none, the public comment period was closed.

Councilmember Leage feels this project is unique and fits Morro Bay; with all the tear downs he's seen down there, he is glad to see it being saved and brought back.

Councilmember Christine Johnson is in support of the direction of the leaseholders, she feels this is a thoughtful renovation and appreciates the ADA access added. She also appreciates the investment on the waterfront and sees that they are aware of both short term and long term improvements.

Mayor Irons stated that the improvements - addressing public access, sidewalk, ADA, and the harborwalk - are great and is in support of moving forward.

MOTION: Councilmember Christine Johnson moved approval of the Assignment and Assumption Agreement and to accept the leaseholders' proposal as submitted by approving a Consent of Landowner Form to enable Leaseholders to file their proposal applications with the Planning Division. The motion was seconded by Councilmember Leage and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

D. NEW BUSINESS

D-1 DISCUSSION AND CONSIDERATION OF A REQUEST FOR PROPOSAL (RFP) TO DEVELOP A DETAILED WORK PLAN FOR THE GENERAL PLAN/ LOCAL COASTAL PLAN (GP/LCP) UPDATE; (PUBLIC SERVICES)

Public Services Director Rob Livick presented the staff report.

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

Councilmember Smukler stated this has been an ongoing need that we haven't been historically successful with. With the complexity of the process, this kind of road map will prove to be an important step to help us stay on track; he is in favor of giving Mr. Livick the leeway with the funding source within the existing budget; going with a firm would be the quickest and cleanest way to get this done.

Councilmember Nancy Johnson likes the idea of looking to hire a contract employee who could be an ongoing part of the project, get the road map started and then work on it. She knows that Mr. Livick needs some latitude; hopes her option will be considered; but also feels it's okay to do what he needs to do to get this project moving.

Councilmember Christine Johnson feels it's very clear cut decision – this is our Major City Goal #3, Update Plans for Current and Future Land Use Needs. She is supportive of moving forward; and given the work load in the Public Services Department, bringing in professionals who do this for living is our best option.

Mayor Irons echoes the comments on the goal. He would be in agreement with funding a contract firm to do this; it will provide us with experts in a variety of land use areas who can combine their knowledge and skill who can then drill down and narrow to “what's the best way to do this.” As far as the funding source, he agrees with allowing Mr. Livick leeway.

MOTION: Councilmember Smukler moved to authorize staff to utilize existing budgetary sources and issue an RFP and award a contract for the development of a detailed work plan for the General Plan/Local Coastal Plan Update in accordance with the City's Consultant Hiring Policy. The motion was seconded by Mayor Irons and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

D-2 MORRO BAY FISHING COMMUNITY SUSTAINABILITY PLAN REVIEW, ACCEPTANCE, AND DIRECTION ON PLAN RECOMMENDATIONS; (HARBOR)

Harbor Director Eric Endersby presented the staff report.

Henry Ponterelly, the City's Plan consultant, also made a presentation. The grant directed them to take a very comprehensive approach to assessing the commercial fishing industry and how it fits into the working waterfront and the implications for the greater community. They also looked at the economic, social and environmental settings that the commercial fishermen operate and based the plan on that approach. Take aways from the plan include the fact that the community is capable of planning strategically, forming alliances and raising funds to achieve goals; taking an active and substantive role in decisions that impact their industry; and, the industry plays a major role in the economics of the City. Methods for the project relied heavily on input received from commercial fishermen; stakeholders; councilmembers; business owners; state, federal and local regulatory archives; anthropologists; economists; etc... Key findings surrounded critical infrastructure and services (Morro Bay maintains much of the critical infrastructure that a vibrant fishing industry relies); economics (the importance to tourism of having a working waterfront and commercial fishing generates 192 jobs on the waterfront); social (the Morro Bay fishing community maintains a strong sense of social cohesion, self-organization and leadership; they are one of the most capable of all fishing communities up and down the coast); and environmental (management measures in California are successful in increasing fishing abundance). Recommendations, many of which are ongoing and just require continued civic backing, include support for a boatyard, fuel dock, refrigerated deep freeze

storage, continued participation in the management process, berths and slips, commercial fish processing, vehicle access, and sea level rise. He stressed that this is a living, working document which can and should be reviewed and updated on a regular basis. It can also be used as a benchmark to compare performance from year to year.

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

Alan Alward stated that the fishermen were totally in support of this; are pleased to have a community sustainability plan; it has also been a huge boost for them. He feels the ideas are well thought out. The Morro Bay Commercial Fishermen organization is taking an ongoing survey to try and prioritize those things that require new infrastructure so that we can spend the money wisely.

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

Mayor Irons feels it's prudent to include language regarding abalone into the plan.

Councilmember Smukler agrees with the inclusion of abalone farm references; it's important to keep track of the potential need for hosting an expansion of the farm.

Councilmember Christine Johnson would also be supportive of including the abalone reference. This report gives you a great understanding of what the fishing industry is doing in Morro Bay. She is fully ready to support the report.

MOTION: Mayor Irons moved to accept the plan as presented with recommended changes as discussed in the aquaculture comments and the language to identify the potential expansion and include the specific sites that might be a potential: wastewater treatment plant or power plant; and, direct staff to review this document annually with the Harbor Advisory Board for suggestions to update the plan and for implementation, and forward any recommendations on to Council on an annual basis. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

There was continued discussion specifically about the boat haul-out facility. Harbor Director Eric Endersby stated that a first phase of a feasibility study would be more of a market analysis and financial analysis of the project. The second phase would be more of a siting study. The Commercial Fishermen are looking for City's participation as a funding partner with the Commercial Fishermen for these studies, splitting the costs half and half.

Councilmember Nancy Johnson stated that before we talk about whether or not it's profitable or not; we need to talk about the environmental impacts of building a boat haul out. The permitting process and the possibility of even getting permits concern her as well.

Councilmember Christine Johnson feels it would be best to accommodate the financial share of the City's side to decide in phase one, through the market and financial analysis, if we even need

to go any further and need to put on goals ever again; or, if we can explain thru the analysis to the fishing and waterfront community that for Morro Bay, it's just not feasible. We aren't ready for closure on this recommendation yet. The plan gives a nice historical overview of the steps the community has taken which at one point just stopped. She would like to see this resolved.

Councilmember Leage loves the fishermen and wants the best for them. He also stated he has been around the fishing business his whole life. He can't imagine why we are going down this road. We need an expert up here to tell us what this is all about before get involved in this and throw money away. Why not join up with Avila and try to help them. This is a project studied many times and it has always come up short.

Mayor Irons stated the feasibility study should include competitive market and identify if this project is feasible.

Councilmember Smukler stated that in terms of the message we are hearing from the Harbor Advisory Board, the fishing community is really interested in pursuing this and requested that we follow up with this. We have funds earmarked for this sort of effort that are being matched; he's in support of this being addressed and either moving on or closing it.

MOTION: Mayor Irons moved the City Council recognize the Harbor Advisory Board and the Boat Haul-out Ad hoc Committee recommended to partner and fund 50% of the boat haul out feasibility study as proposed by Lisa Wise Consultant and the City Council and direct staff to come back with an agreement to approve the feasibility study and contract. The motion was seconded by Councilmember Christine Johnson and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

D-3 DISCUSSION OF THE SERVICE RETIREMENT INCENTIVE (SRI) PROGRAM FOR THE FISCAL YEAR 2014/15; (ADMINISTRATION)

Interim City Manager Ed Kreins presented the staff report recommending that a fourth alternative be added; cease the Service Retirement Incentive Program all together.

Councilmember Nancy Johnson doesn't want to see us stop the program because maybe someday we're going to need it; she agrees with not funding it this year but would like to see it kept on the books.

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

Councilmember Smukler agrees with staff, the program has served its purpose and he doesn't want to leave it on the books as he feels it will look like an empty promise. He would like to see it ceased.

Councilmember Leage is hesitant to stop it completely as there might be a time to use it again.

Councilmember Christine Johnson stated that based on staff feedback, no one wants to fund it this year and she is leaning towards stopping it all together.

Mayor Irons is in support of not funding it this year and in fact of ceasing it all together.

MOTION: Mayor Irons moved to cease the program in its entirety; not fund it this year and discontinue the program. The motion was seconded by Councilmember Smukler and carried 3-2.

Ayes: Irons, C. Johnson, Smukler

No's: N. Johnson, Leage

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS - NONE

ADJOURNMENT

The meeting adjourned at 9:36pm.

Recorded by:

Jamie Boucher
City Clerk

**A PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF MORRO BAY
DECLARING APRIL 2014 AS “MONTH OF THE CHILD”
AND
“CHILD ABUSE PREVENTION MONTH”**

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

WHEREAS, Saturday, April 12, 2014, will commemorate the “Day of the Child” celebration during Children’s Day In the Plaza from 10:00am to 3:00pm in the San Luis Obispo Mission Plaza; a day where children and families can play, learn and interact with the agencies and programs providing services throughout the County; and

WHEREAS, the “Month of the Child” and “Child Abuse Prevention Month” is a time to recognize that children’s opportunities are our responsibilities, and to commit ourselves to ensuring that each and every child experiences a high quality early environment – at home, at child care, at school and in the community – that will promote their optimal development; and

WHEREAS, the Morro Bay City Council recognizes that every moment in a child's life is an opportunity for that child to learn, and that the quality of these experiences may determine whether a child succeeds in school and in life, and that all children need caring and loving adults in their lives; and

WHEREAS, the activities of this month will provide an opportunity to acknowledge youth and early care and education programs and their dedicated staff, and to raise the awareness of the community, employers and elected officials of the need to improve the quality, availability, and accessibility of such programs; and

WHEREAS, many community partners including the San Luis Obispo County Child Care Planning Council, First 5 San Luis Obispo County, Community Action Partnership of San Luis Obispo County, and San Luis Obispo County Child Abuse Prevention Council, believe in a connected community, working together to ensure children are the highest priority. And, may we remember to listen to and watch the children around us, to have patience and to allow them the opportunity to enjoy the journey of childhood.

NOW, THEREFORE, the Morro Bay City Council is proclaiming April 2014 as the "Month of the Child", and “Child Abuse Prevention Month” and April 12, 2014 as “Day of the Child”.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 22nd day of April, 2014.

JAMIE L. IRONS, MAYOR
City of Morro Bay, California

AGENDA NO: A-3

MEETING DATE: April 22, 2014

**A PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF MORRO BAY
DECLARING APRIL 2014 AS “AUTISM AWARENESS MONTH”**

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

WHEREAS, Autism is a complex neurobiological disorder that typically lasts throughout a person’s lifetime. It is part of a group of disorders known as autism spectrum disorders (ASDs); and

WHEREAS, Autism affects all persons regardless of race, religion, socio-economic status or geography; and

WHEREAS, the incidence of autism in San Luis Obispo County reflects the national rate of 1 in 88, with rates appearing to have increased similarly around the globe; and

WHEREAS, a child is diagnosed with autism every 20 minutes; and

WHEREAS, ASDs are the fastest growing serious developmental disability, making these disorders more common than pediatric cancer, diabetes, and AIDS combined; and

WHEREAS, many are not adequately informed about ASDs and the value and importance of early identification, assessment, and treatment of these disorders; and

WHEREAS, individuals with ASDs and their families face tremendous and overwhelming challenges in accessing and navigating the complex programs and services for these disorders; and

WHEREAS, parents and family members have made invaluable contributions through their commitment, caring, and advocacy to important advances in research, education, and treatment for individuals with ASDs; and

WHEREAS, individuals with ASDs are valuable and talented citizens; and

WHEREAS, the Central Coast Autism Spectrum Center will celebrate Autism Awareness Month in April 2014; and

WHEREAS, the Central Coast Autism Spectrum Center will celebrate Autism Awareness Month at the WALK for Autism and Autism Awareness Fair on May 4, 2014 in Mission Plaza; and

WHEREAS, Autism Awareness Month and The WALK for Autism and Autism Awareness Fair help to increase and develop knowledge of autism, and are of paramount importance in creating an empathetic and compassionate citizenry.

NOW THEREFORE, the City Council of the City of Morro Bay does hereby proclaim as follows:

- The Central Coast Autism Spectrum Center, in cooperation with the City, affirms its commitment to the important issues described in this resolution by declaring April 2014 as Autism Awareness Month in San Luis Obispo and emphasizes that each and every individual with an ASD is a valued and important member of our society; and

- The City recognizes and commends the talents, abilities and contributions of the individuals in our community diagnosed with ASDs; and

- The City recognizes and commends the parents and relatives of individuals with ASDs, the professionals that provide valued services, and the Central Coast Autism Spectrum Center, for their sacrifice and dedication in providing for the special needs of individuals with ASDs.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 22nd day of April, 2014.

JAMIE L. IRONS, MAYOR
City of Morro Bay, California

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
DECLARING MAY 2014 AS “BIKE MONTH;”
MAY 16, 2014 AS “BIKE TO WORK DAY;” AND
MAY 7, 2014 AS “BIKE TO SCHOOL DAY”**

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

WHEREAS, bicycle commuting is an effective means to reduce air pollution and conserve energy and promotes the “livability” of communities by reducing traffic, noise and congestion; and

WHEREAS, Bike Month 2014 is an inclusive request to people of all ages and abilities, whether veteran or novice, commuter or recreational rider, to ride bicycles to their destinations throughout San Luis Obispo County; and

WHEREAS, Rideshare will help businesses, organizations and schools encourage and reward customers, students and employees who commute by bicycle through incentives, awards, lockers and other benefits; and

WHEREAS, bicycle transportation is an integral part of the "multi-modal" transportation system planned by federal, state, regional, and local transportation agencies; and

WHEREAS, Bike Month promotions, such as, Bike to Work Day, Bike to School Day and the Bike Month iRideshare Challenges, encourage citizens to ride their bicycles, thereby reducing vehicular emissions in the county; and

WHEREAS, the Executive Challenge creates a forum for leaders, business executives, management, Directors, City Councilmembers, Mayors and the Board of Supervisors to use active transportation and lead by example by riding to work at least once during May 2014.

NOW, THEREFORE, the City Council of the City of Morro Bay does hereby proclaim May 2014 as Bike Month, May 16, 2014 as Bike to Work Day and May 7, 2014 as Bike to School Day.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 22nd day of April, 2014.

JAMIE L. IRONS, MAYOR
City of Morro Bay, California

AGENDA NO: A-5

MEETING DATE: April 22, 2014

**A PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF MORRO BAY
DECLARING APRIL 2014 AS CALIFORNIA “SAFE DIGGING MONTH”**

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

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California’s communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, the 811 “Call Before You Dig” program is a vital public education and awareness program dealing with the safety of subsurface excavation, and education is the key to promoting safe digging practices; and

WHEREAS, the five steps to a safe excavation are: survey and mark; call before you dig; wait the required time; respect the marks; and, dig with care; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

WHEREAS, undesired consequences, such as service interruption; outages; damage to public and private infrastructure and property; damage to the environment; and, personal injury and death, are risked by failing to call 811 before digging or safely marking utility lines; and

WHEREAS, calling 811 to be connected to a “One Call Center” before digging, respecting the color-coded lines that demarcate underground utilities, and digging with care around the marked lines will help keep Californians safe and prevent damages and destruction; and

WHEREAS, as California’s economy recovers from the recent recession and the State’s economic recovery stimulates new construction; new construction requires supporting infrastructure, and California’s underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and

WHEREAS, Underground Service Alert of Northern California and Nevada, in cooperation with California’s public and private utilities, provide an effective damage

prevention service that protects California's citizens, communities, public services, environment, and underground facilities at no cost to the caller; and

WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services; and

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties.

NOW THEREFORE, the City Council of the City of Morro Bay does hereby proclaim April 2014 as "**California Safe Digging Month**" and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 22nd day of April, 2014.

JAMIE L. IRONS, MAYOR
City of Morro Bay, California



AGENDA NO: A-6

MEETING DATE: 04/22/2014

Staff Report

TO: Mayor and City Council **DATE:** April 10, 2014
FROM: Susan Slayton, Administrative Services Director/City Treasurer
SUBJECT: Annual Reporting on the Morro Bay Tourism Business Improvement District and Scheduling of a Public Hearing

RECOMMENDATION

Council acknowledge receipt of the annual report, and set the public hearing date for May 13, 2014, in order to declare the intent to continue the MBTBID activities and assessments.

ALTERNATIVES

Staff feels there are no available alternatives to this request as this is the first of three required steps, authorizing the continuation of MBTBID activities and assessments.

FISCAL IMPACT

Preliminary revenue estimates from assessments for FY 2014/15 is \$575,000, and is all dedicated to the Morro Bay Tourism Bureau for tourism promotion of the City.

SUMMARY

This is the first step in the annual reaffirmation of the MBTBID and authorization of the 3% assessments, as required by State law. Staff requests Council acknowledge receipt of the annual report, and set the date for the public hearing to be held on May 13, 2014, in order to declare the intent to continue the MBTBID activities and assessments.

DISCUSSION

State law requires the City Council to annually renew business improvement districts, and receive annual reports for each fiscal year. These reports are attached as Exhibits A and B.

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

Below are the MBTBID results for the 2012/13 fiscal year:

Revenues:	
Assessments	\$ 567,433
Investment earnings	264
Transfer in from the General Fund	<u>126,925</u>
Total revenues	<u>694,622</u>
Expenditures:	
Promotion	662,276
Visitors Center support (1/2 year)	25,000
AGP Video	<u>6,000</u>
Total expenditures	<u>693,276</u>
Revenues over expenditures	1,346
Fund balance, July 1, 2012	<u>52,449</u>
Fund balance, June 30, 2013	\$ <u><u>53,795</u></u>

The adopted budget for 2013/14 is \$768,593 in revenues and expenditures, broken down as follows:

Revenues:	
Assessments	\$ 550,000
Transfers in:	
General Fund for Visitors Center	102,168
Risk Management Fund for marketing	<u>116,425</u>
Total revenues	<u>768,593</u>
Expenditures:	
Promotion	664,425
Visitors Center	102,168
AGP Video	<u>2,000</u>
Total expenditures	<u>768,593</u>
Revenues over expenditures	\$ <u><u>--</u></u>

CONCLUSION

Staff requests Council acknowledge receipt of the annual report, and set the date for a public hearing to be held on May 13, 2014, in order to declare the intention to continue MBTBID activities and assessments.

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 007 - MBT-BID								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	276.00	(276.00)	+++	39.00
Department 1111 - Undistributed/Non-Dept. Totals		\$0.00	\$0.00	\$0.00	\$276.00	(\$276.00)	+++	\$39.00
Department 3170 - Promotion & Advertising								
3921	Sales of Merchandise	.00	.00	.00	.00	.00	+++	214.25
3922	Refunds/Adj/Restitution	.00	.00	.00	.00	.00	+++	480.00
Department 3170 - Promotion & Advertising Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$694.25
Department 3510 - Accounting & Treasury								
3064	Transient Occupancy Tax	571,500.00	.00	571,500.00	567,433.80	4,066.20	99	509,919.82
3710	Interest Income	.00	.00	.00	.00	.00	+++	55.52
Department 3510 - Accounting & Treasury Totals		\$571,500.00	\$0.00	\$571,500.00	\$567,433.80	\$4,066.20	99%	\$509,975.34
Department 7710 - Interfund Transactions								
3801	Transfers In	58,425.00	68,500.00	126,925.00	126,925.00	.00	100	(27,373.29)
Department 7710 - Interfund Transactions Totals		\$58,425.00	\$68,500.00	\$126,925.00	\$126,925.00	\$0.00	100%	(\$27,373.29)
REVENUE TOTALS		\$629,925.00	\$68,500.00	\$698,425.00	\$694,634.80	\$3,790.20	99%	\$483,335.30
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	12.00	(12.00)	+++	49.00
Department 1111 - Undistributed/Non-Dept. Totals		\$0.00	\$0.00	\$0.00	\$12.00	(\$12.00)	+++	\$49.00
Department 3170 - Promotion & Advertising								
5201	Other Expense	.00	68,500.00	68,500.00	141,431.93	(72,931.93)	206	56.00
6106	Contractual Services	.00	.00	.00	30,182.20	(30,182.20)	+++	66,226.70
6107	Promotion & Advertising	571,552.00	.00	571,552.00	.00	571,552.00	0	.00
6113	Print Ads - So. Region	.00	.00	.00	.00	.00	+++	378.13
6116	Print Ads - Other Regions	.00	.00	.00	62,877.56	(62,877.56)	+++	115,692.99
6118	Promotion - Media	.00	.00	.00	.00	.00	+++	1,161.75
6119	Promotion - Other	.00	.00	.00	372,286.57	(372,286.57)	+++	155,370.83
6126	Advertising Prod/Design	.00	.00	.00	46,417.64	(46,417.64)	+++	45,752.86
6199	Other Professional Svc	.00	.00	.00	9,080.50	(9,080.50)	+++	6,865.00
Department 3170 - Promotion & Advertising Totals		\$571,552.00	\$68,500.00	\$640,052.00	\$662,276.40	(\$22,224.40)	103%	\$391,504.26
Department 7710 - Interfund Transactions								
8501	Transfers Out	31,000.00	.00	31,000.00	31,000.00	.00	100	39,333.00
Department 7710 - Interfund Transactions Totals		\$31,000.00	\$0.00	\$31,000.00	\$31,000.00	\$0.00	100%	\$39,333.00
EXPENSE TOTALS		\$602,552.00	\$68,500.00	\$671,052.00	\$693,288.40	(\$22,236.40)	103%	\$430,886.26
Fund 007 - MBT-BID Totals								
REVENUE TOTALS		629,925.00	68,500.00	698,425.00	694,634.80	3,790.20	99	483,335.30
EXPENSE TOTALS		602,552.00	68,500.00	671,052.00	693,288.40	(22,236.40)	103	430,886.26
Fund 007 - MBT-BID Totals		\$27,373.00	\$0.00	\$27,373.00	\$1,346.40	\$26,026.60		\$52,449.04

Budget Performance Report

Fiscal Year to Date 04/10/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 007 - MBT-BID								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	276.00
Department 1111 - Undistributed/Non-Dept. Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$276.00
Department 3170 - Promotion & Advertising								
3990	Other Misc. Revenues	218,593.00	.00	218,593.00	.00	218,593.00	0	.00
Department 3170 - Promotion & Advertising Totals		\$218,593.00	\$0.00	\$218,593.00	\$0.00	\$218,593.00	0%	\$0.00
Department 3510 - Accounting & Treasury								
3064	Transient Occupancy Tax	550,000.00	.00	550,000.00	421,264.81	128,735.19	77	567,433.80
Department 3510 - Accounting & Treasury Totals		\$550,000.00	\$0.00	\$550,000.00	\$421,264.81	\$128,735.19	77%	\$567,433.80
Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	218,593.00	(218,593.00)	+++	126,925.00
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$218,593.00	(\$218,593.00)	+++	\$126,925.00
REVENUE TOTALS		\$768,593.00	\$0.00	\$768,593.00	\$639,857.81	\$128,735.19	83%	\$694,634.80
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	12.00
Department 1111 - Undistributed/Non-Dept. Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$12.00
Department 3170 - Promotion & Advertising								
5201	Other Expense	.00	.00	.00	.00	.00	+++	141,431.93
6106	Contractual Services	.00	.00	.00	.00	.00	+++	30,182.20
6107	Promotion & Advertising	769,593.00	.00	769,593.00	.00	769,593.00	0	.00
6116	Print Ads - Other Regions	.00	.00	.00	.00	.00	+++	62,877.56
6119	Promotion - Other	.00	.00	.00	651,646.24	(651,646.24)	+++	372,286.57
6126	Adverstising Prod/Design	.00	.00	.00	.00	.00	+++	46,417.64
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	9,080.50
Department 3170 - Promotion & Advertising Totals		\$769,593.00	\$0.00	\$769,593.00	\$651,646.24	\$117,946.76	85%	\$662,276.40
Department 7710 - Interfund Transactions								
8501	Transfers Out	.00	.00	.00	.00	.00	+++	31,000.00
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$31,000.00
EXPENSE TOTALS		\$769,593.00	\$0.00	\$769,593.00	\$651,646.24	\$117,946.76	85%	\$693,288.40
Fund 007 - MBT-BID Totals								
REVENUE TOTALS		768,593.00	.00	768,593.00	639,857.81	128,735.19	83	694,634.80
EXPENSE TOTALS		769,593.00	.00	769,593.00	651,646.24	117,946.76	85	693,288.40
Fund 007 - MBT-BID Totals		(\$1,000.00)	\$0.00	(\$1,000.00)	(\$11,788.43)	\$10,788.43		\$1,346.40



AGENDA NO: A-7

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** April 9, 2014

FROM: Rob Livick, PE/PLS –Director of Public Services/City Engineer
Damaris Hanson, CPESC – Engineering Technician

SUBJECT: Approval of the Final Map for Tract 2870, Seashell Estates, 1305 Teresa Drive
(Robert Zinngrabe)

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 25-14, approving the Final Map for Tract 2870.

ALTERNATIVES

If City Council finds Final Map for Tract 2870 does not conform to the approved tentative map and the Subdivision Map Act, then City Council should not approve the proposed Final Map.

FISCAL IMPACT

There is no fiscal impact with this item.

BACKGROUND/DISCUSSION

At the April 13, 2009, City Council meeting, Council approved Vesting Tentative Tract Map, SOO-062, subdividing the 4.75 acre lot into ten (10) residential parcels with an open space easement. Pursuant to the California Subdivision Map Act (Government Code Section 66474 .1), once a map is found to be in substantial conformance with the approved tentative map, approval of a tract map is a "ministerial act." This Final Map has met all City regulations and no further discretionary approvals are required. The Final Map is coming to City Council to meet the requirements found in City Subdivision Regulations 16-4. 207.

CONCLUSION

Staff recommends the City Council approve Final Map for Tract 2870 by adopting Resolution No. 25-14.

ATTACHMENTS

Final Map for Tract 2870

Prepared By: DH

Dept Review: RL

City Manager Review:

City Attorney Review:

RESOLUTION NO. 25-14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING THE FINAL MAP FOR TRACT 2870 FOR A 10-LOT
RESIDENTIAL SUBDIVISION KNOWN AS SEASHELL ESTATES**

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

WHEREAS, on February 4, 2008, the Morro Bay Planning Commission held a public hearing, received public testimony, and after closing the public hearing, fully considered the various issues surrounding the case recommending to City Council approval of map for Vesting Tentative Map for Tract 2870, associated development applications, and the California Environmental Quality Act (CEQA); and

WHEREAS, on April 13, 2009, City Council approved the Vesting Tentative Map for Tract 2870, associated development applications, and the California Environmental Quality Act (CEQA); and

WHEREAS, the sub-divider has since satisfied all Conditions of Approval and has requested approval of the Final Map for recordation; and

WHEREAS, that approval is a ministerial act pursuant to the City of Morro Bay Subdivision Ordinance and California Subdivision Map Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, the City hereby approves the Final Map for Tract 2870.

PASSED AND ADOPTED by the City Council of the City of Morro Bay, California, at a regular meeting held on the 22nd day of April 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

JAMIE L. IRONS, Mayor

JAMIE BOUCHER, City Clerk

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL THE OWNERS OF, AND ALL RECORD HOLDERS OF SECURITY INTEREST IN, AND ALL PARTIES HAVING ANY RECORD TITLE IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN PRIVATE EASEMENTS FOR SEWER, OPEN SPACE, ACCESS, AND DRAINAGE FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF LOTS 1 THROUGH 10 AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN PRIVATE EASEMENTS FOR USE AND BENEFIT OF THE PUBLIC UTILITY COMPANY WHICH IS AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENTS FOR PUBLIC WATER PURPOSES, DELINEATED ON SAID MAP AS "PUBLIC WATER EASEMENT".

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN PRIVATE EASEMENTS FOR USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES, DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT", OR "P.U.E."

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE TERESA DRIVE AND PUBLIC WATER EASEMENT AS SHOWN ON SHEET 3 OF THIS MAP.

SEASHELL ESTATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
ROBERT J. ZINNGRABE, MEMBER / MANAGER

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY PUBLIC
COMMISSION NO.: _____
COUNTY OF: _____
PRINTED NAME
COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY PUBLIC
COMMISSION NO.: _____
COUNTY OF: _____
PRINTED NAME
COMMISSION EXPIRES: _____

CITY CLERK'S STATEMENT

I, DO HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORRO BAY, STATE OF CALIFORNIA, DID, ON

_____, 201____, APPROVE THIS MAP OF TRACT 2870 SHOWN HEREON IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE OFFERS OF DEDICATION SHOWN HEREON FOR _____ WERE REJECTED WITHOUT PREJUDICE AS TO FUTURE ACCEPTANCE. THE OFFER OF DEDICATION OF PUBLIC WATER EASEMENT IS HEREBY ACCEPTED.

JAMIE BOUCHER, CITY CLERK OF THE CITY OF MORRO BAY
COUNTY OF SAN LUIS OBISPO
STATE OF CALIFORNIA
DATED _____

BENEFICIARY SIGNATURE

COAST NATIONAL BANK,
1. AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 1, 2013, AS INSTRUMENT NO. 2013-056471 OF OFFICIAL RECORDS OF SAN LUIS OBISPO COUNTY, CALIFORNIA.

BY: _____
SIGNATURE

PRINT NAME AND TITLE: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY PUBLIC
COMMISSION NO.: _____
COUNTY OF: _____
PRINTED NAME
COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF _____ IN _____. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I ALSO HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THESE POSITIONS WITHIN ONE YEAR OF COMPLETION OF THE IMPROVEMENTS AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

JAMES RANDAL ELLISON L.S. 7065
EXP. 12-31-14
DATED _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND AND THE APPLICABLE ORDINANCES OF THE CITY OF MORRO BAY HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ROBERT ALAN LIVICK, LS 8126, EXP 12/31/14
CITY ENGINEER, CITY OF MORRO BAY, CALIFORNIA
DATED _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201____ AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF RANDY ELLISON.

DOCUMENT NO.: _____

FEE: _____

SIGNED: _____ BY: _____
COUNTY RECORDER DEPUTY

RECORDER'S DISCLAIMER

THE TABULATION, LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS AUTHORIZED TO BE RECORDED CONCURRENTLY WITH THIS MAP HAVE BEEN PROVIDED BY THE SUBDIVIDER OR BY THE LOCAL AGENCY APPROVING THE MAP. THE COUNTY RECORDER MAKES NO REPRESENTATIONS REGARDING THE ACCURACY OR THE TABULATION, LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS REFERRED TO ON THIS MAP.

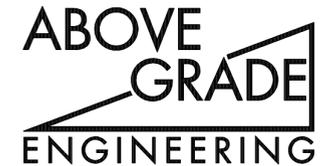
NOTE: THE FOLLOWING DOCUMENTS AFFECTING THE PROPERTY DENOTED HEREON ARE BEING RECORDED CONCURRENTLY HEREWITH:

- 1) CONDITIONS, COVENANTS AND RESTRICTIONS, PER DOC. NUMBER 201____ - _____
- 2) NOTICE OF REQUIREMENTS, PER DOC. NUMBER 201____ - _____

UNPLOTTABLE EASEMENTS

THERE EXIST CERTIAN UNPLOTTABLE EASEMENTS AFFECTING THIS PROPERTY:

- 1. 674-OR-515: WATER PIPE LINE EASEMENT
- 2. 713-OR-1: WATER PIPE LINE EASEMENT
- 3. 2010-058444: NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

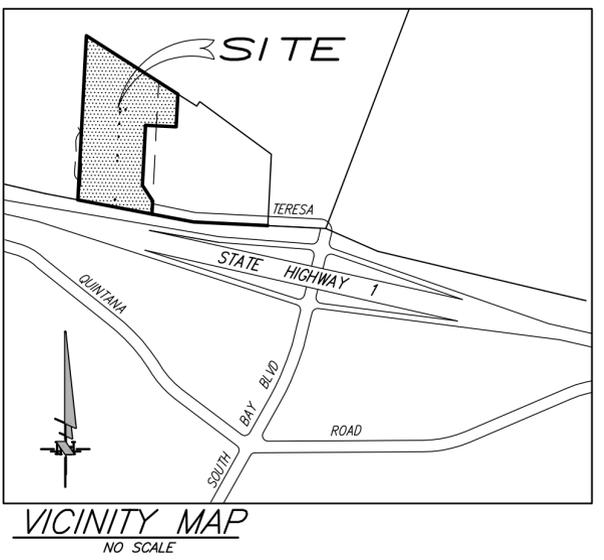
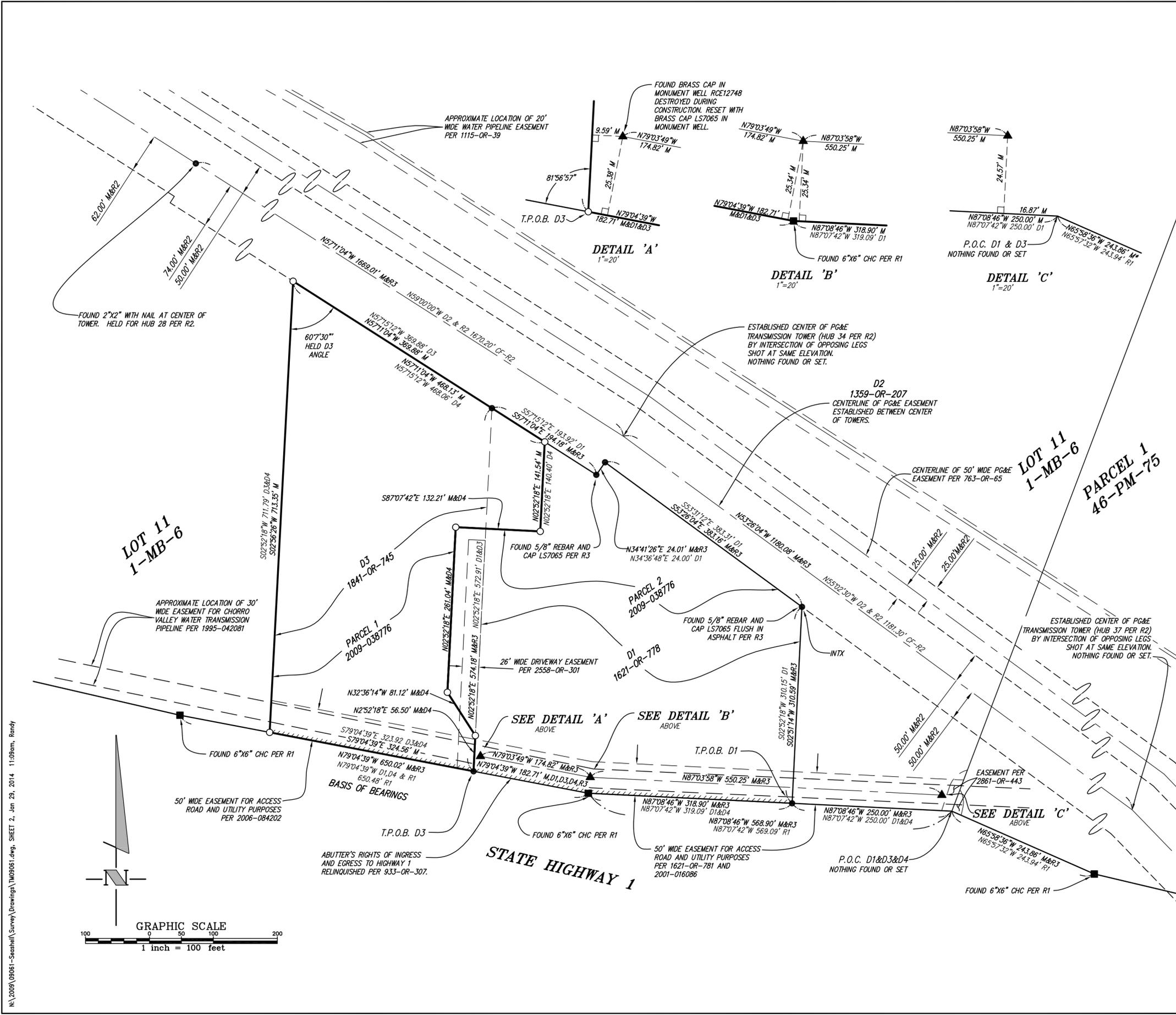


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phone:(805) 540-5115 • fax:(805) 540-5116
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CERTIFICATE SHEET
TRACT 2870
SEASHELL ESTATES

BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT MBAL-08-0159 OF A PORTION OF LOT 11 PER BOOK 1 OF MAPS AT PAGE 6 CITY OF MORRO BAY COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

SEPTEMBER, 2012 JOB NO.09061 SHEET 1 OF 4 SHEETS



- LEGEND**
- SET 5/8" REBAR WITH CAP "L.S. 7065"
 - SET COTTON SPINDLE AND SUPERTAG "L.S. 7065"
 - ▲ FOUND BRASS CAP MONUMENT IN WELL RCE12748
NO RECORD
 - △ SET BRASS CAP IN WELL "L.S. 7065"
 - FOUND 1" I.D. PIPE WITH PLASTIC PLUG "L.S. 7065"
PER R3 UNLESS NOTED OTHERWISE
 - M MEASURED
 - R RECORD
 - FND FOUND
 - FTC. FROM TRUE CORNER
 - INTX. BEARING/BEARING INTERSECTION CALCULATION

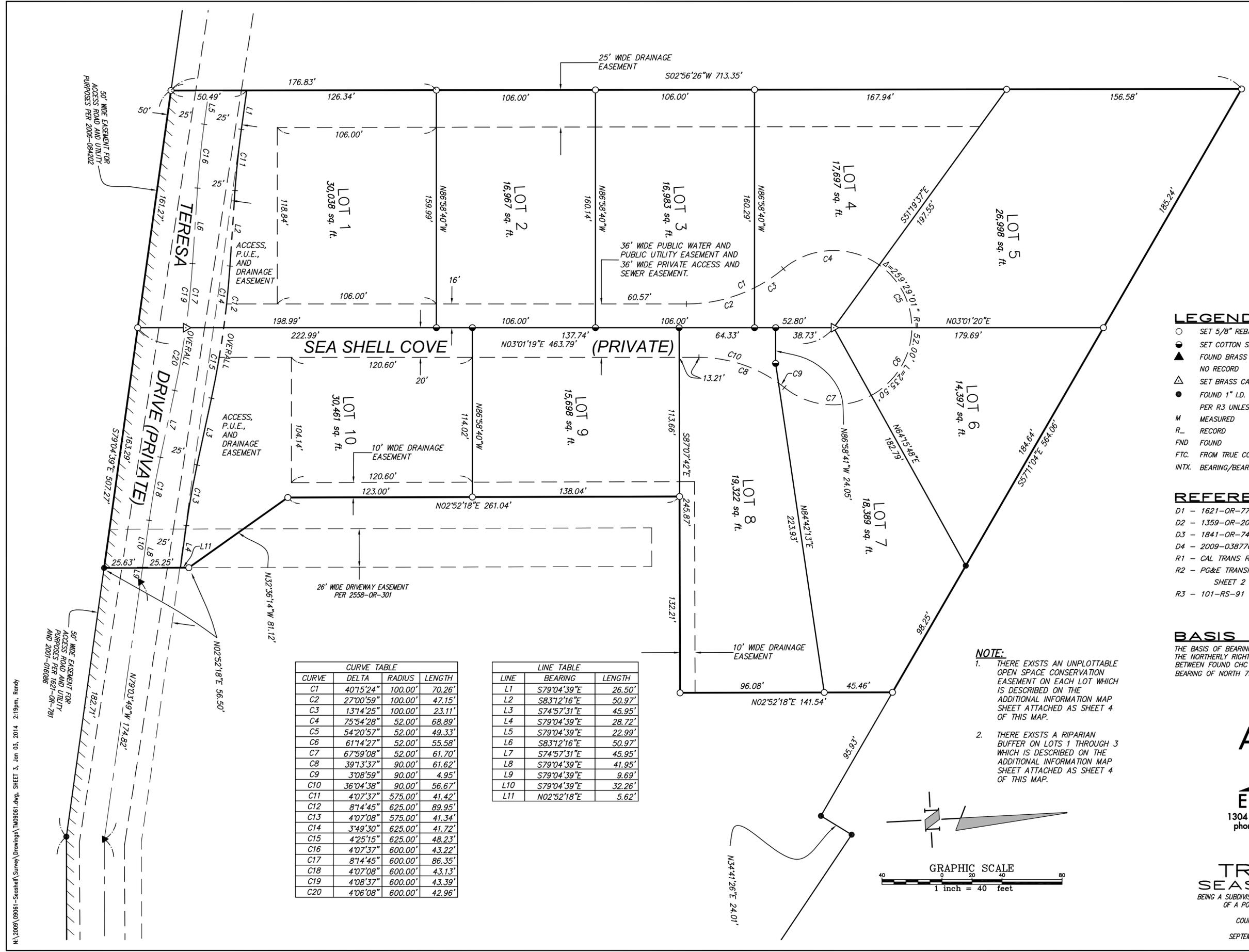
- REFERENCES**
- D1 - 1621-OR-778
 - D2 - 1359-OR-207
 - D3 - 1841-OR-745
 - D4 - 2009-038776
 - R1 - CAL TRANS ROW MAPS SLO-001-27.7 AND 28.2
 - R2 - PG&E TRANSMISSION MAP, DRAWING NUMBER 207378
SHEET 2 OF 13
 - R3 - 101-RS-91

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY WAS TAKEN FROM THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 1 BETWEEN FOUND CHC MONUMENTS AS SHOWN HAVING A BEARING OF NORTH 79°04'39" WEST PER R1.

ABOVE GRADE ENGINEERING
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phone: (805) 540-5115 • fax: (805) 540-5116
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BOUNDARY TRACT 2870 SEASHELL ESTATES
BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT MBAL-08-0159 OF A PORTION OF LOT 11 PER BOOK 1 OF MAPS AT PAGE 6
CITY OF MORRO BAY
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
SEPTEMBER, 2012 JOB NO. 09061 SHEET 2 OF 4 SHEETS

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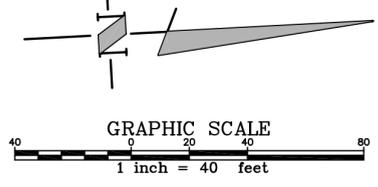


CURVE	DELTA	RADIUS	LENGTH
C1	40°15'24"	100.00'	70.26'
C2	27°00'59"	100.00'	47.15'
C3	13°14'25"	100.00'	23.11'
C4	75°54'28"	52.00'	68.89'
C5	54°20'57"	52.00'	49.33'
C6	61°14'27"	52.00'	55.58'
C7	67°59'08"	52.00'	61.70'
C8	39°13'37"	90.00'	61.62'
C9	3°08'59"	90.00'	4.95'
C10	36°04'38"	90.00'	56.67'
C11	4°07'37"	575.00'	41.42'
C12	8°14'45"	625.00'	89.95'
C13	4°07'08"	575.00'	41.34'
C14	3°49'30"	625.00'	41.72'
C15	4°25'15"	625.00'	48.23'
C16	4°07'37"	600.00'	43.22'
C17	8°14'45"	600.00'	86.35'
C18	4°07'08"	600.00'	43.13'
C19	4°08'37"	600.00'	43.39'
C20	4°06'08"	600.00'	42.96'

LINE	BEARING	LENGTH
L1	S79°04'39"E	26.50'
L2	S83°12'16"E	50.97'
L3	S74°57'31"E	45.95'
L4	S79°04'39"E	28.72'
L5	S79°04'39"E	22.99'
L6	S83°12'16"E	50.97'
L7	S74°57'31"E	45.95'
L8	S79°04'39"E	41.95'
L9	S79°04'39"E	9.69'
L10	S79°04'39"E	32.26'
L11	N02°52'18"E	5.62'

NOTE:

- THERE EXISTS AN UNPLOTTABLE OPEN SPACE CONSERVATION EASEMENT ON EACH LOT WHICH IS DESCRIBED ON THE ADDITIONAL INFORMATION MAP SHEET ATTACHED AS SHEET 4 OF THIS MAP.
- THERE EXISTS A RIPARIAN BUFFER ON LOTS 1 THROUGH 3 WHICH IS DESCRIBED ON THE ADDITIONAL INFORMATION MAP SHEET ATTACHED AS SHEET 4 OF THIS MAP.



LEGEND

- SET 5/8" REBAR WITH CAP "L.S. 7065"
- SET COTTON SPINDLE AND SUPERTAG "L.S. 7065"
- ▲ FOUND BRASS CAP MONUMENT IN WELL RCE12748 NO RECORD
- △ SET BRASS CAP IN WELL "L.S. 7065"
- FOUND 1" I.D. PIPE WITH PLASTIC PLUG "L.S. 7065" PER R3 UNLESS NOTED OTHERWISE
- M MEASURED
- R RECORD
- FND FOUND
- FTC. FROM TRUE CORNER
- INTX. BEARING/BEARING INTERSECTION CALCULATION

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- R1 - CAL TRANS ROW MAPS SLO-001-27.7 AND 28.2
- R2 - PG&E TRANSMISSION MAP, DRAWING NUMBER 207378 SHEET 2 OF 13
- R3 - 101-RS-91

BASIS OF BEARINGS

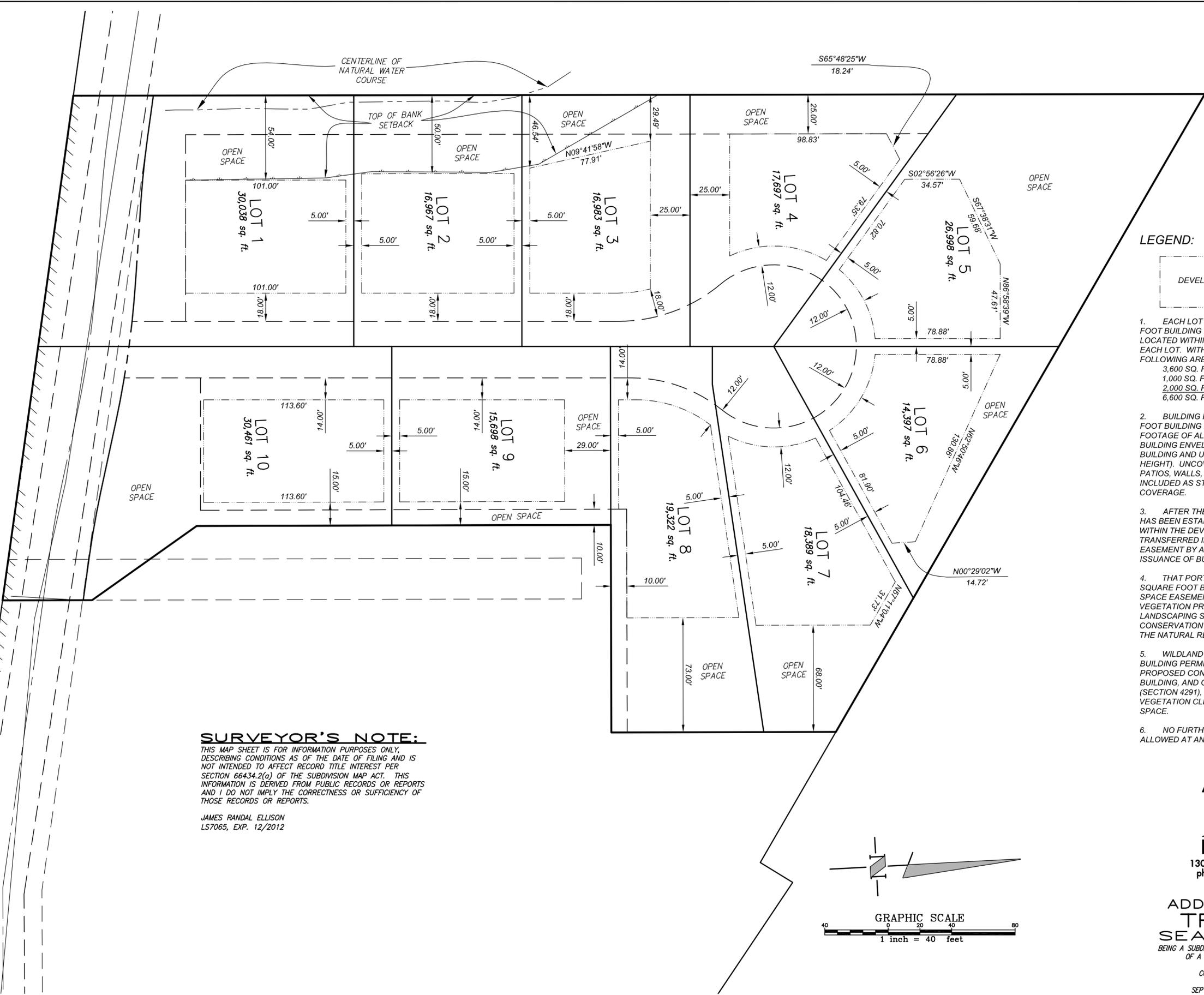
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LOT DATA TRACT 2870 SEASHELL ESTATES
 BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT MBAL-08-0159 OF A PORTION OF LOT 11 PER BOOK 1 OF MAPS AT PAGE 6 CITY OF MORRO BAY COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
 SEPTEMBER, 2012 JOB NO.09061 SHEET 3 OF 4 SHEETS

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LEGEND:

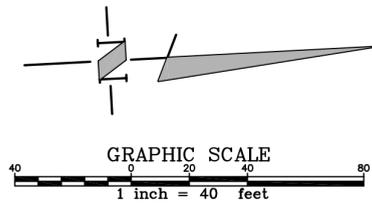


1. EACH LOT IS LIMITED TO A MAXIMUM 6,600 SQUARE FOOT BUILDING ENVELOPE. THIS ENVELOPE IS TO BE LOCATED WITHIN THE DEVELOPMENT LIMIT LINE SHOWN FOR EACH LOT. WITHIN EACH ENVELOPE A MAXIMUM OF THE FOLLOWING ARE ALLOWED:
3,600 SQ. FT. BUILDING FOOTPRINT
1,000 SQ. FT. FENCED AREA, AND
2,000 SQ. FT. UNFENCED AREA.
6,600 SQ. FT. TOTAL
2. BUILDING FOOTPRINT DEFINITION: THE 3,600 SQUARE FOOT BUILDING FOOTPRINT IS THE CUMULATIVE SQUARE FOOTAGE OF ALL COVERED STRUCTURES WITHIN THE BUILDING ENVELOPE (IE. HOME, GARAGE, ACCESSORY BUILDING AND UNCOVERED DECKS OVER 30 INCHES IN HEIGHT). UNCOVERED DECKS UNDER 30 INCHES IN HEIGHT, PATIOS, WALLS, DRIVEWAYS AND WALKWAYS ARE NOT INCLUDED AS STRUCTURES AS IT PERTAINS TO LOT COVERAGE.
3. AFTER THE 6,600 SQUARE FOOT BUILDING ENVELOPE HAS BEEN ESTABLISHED ON EACH LOT, THE REMAINING AREA WITHIN THE DEVELOPMENT LIMIT LINE SHALL BE TRANSFERRED INTO THE OPEN SPACE CONSERVATION EASEMENT BY A METHOD APPROVED BY THE CITY, PRIOR TO ISSUANCE OF BUILDING PERMIT.
4. THAT PORTION OF EACH LOT OUTSIDE THE 6,600 SQUARE FOOT BUILDING ENVELOPE IS TO BE AN OPEN SPACE EASEMENT WITH USES RESTRICTED TO NATURAL VEGETATION PRESERVATION. ANY GRADING OR CULTIVATED LANDSCAPING SHALL BE PROHIBITED FROM THE CONSERVATION OPEN SPACE AREA IN ORDER TO PROTECT THE NATURAL RESOURCES.
5. WILDLAND URBAN INTERFACE: PRIOR TO ISSUANCE OF BUILDING PERMIT THE OWNER SHALL DEMONSTRATE THAT PROPOSED CONSTRUCTION WILL COMPLY WITH FIRE, BUILDING, AND CALIFORNIA PUBLIC RESOURCES CODE (SECTION 4291), RELATIVE TO BUILDING CONSTRUCTION, VEGETATION CLEARANCE / MANAGEMENT AND DEFENSIBLE SPACE.
6. NO FURTHER SUBDIVISION OF THESE LOTS SHALL BE ALLOWED AT ANY TIME.

SURVEYOR'S NOTE:

THIS MAP SHEET IS FOR INFORMATION PURPOSES ONLY, DESCRIBING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER SECTION 66434.2(a) OF THE SUBDIVISION MAP ACT. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND I DO NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS.

JAMES RANDAL ELLISON
LS7065, EXP. 12/2012



**ABOVE
GRADE
ENGINEERING**

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phone: (805) 540-5115 • fax: (805) 540-5116
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**ADDITIONAL MAP SHEET
TRACT 2870
SEASHELL ESTATES**

BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT MBAL-08-0159
OF A PORTION OF LOT 11 PER BOOK 1 OF MAPS AT PAGE 6
CITY OF MORRO BAY
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
SEPTEMBER, 2012 JOB NO. 09061 SHEET 4 OF 4 SHEETS



AGENDA NO: A-8

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE: April 14, 2014**

FROM: Barry Rands, PE – Associate Engineer

SUBJECT: Resolution 26-14 Delegating Authority to the City Engineer to Execute Documents for Caltrans and FHWA Grant Funded Projects

RECOMMENDATION

Staff recommends Council adopt Resolution No. 26-14, authorizing the City Engineer to execute Caltrans certifications and agreements related to State and Federal funded projects.

ALTERNATIVES

Council could:

1. Designate another staff person to execute any or all of these documents.
2. Assume the responsibility for executing these documents.

FISCAL IMPACT

Timely execution of documents is essential in applying for, procuring, and requesting allocation of grant funds. Delays could risk the loss of grant funding.

SUMMARY

Caltrans requires a Council resolution that authorizes individuals to execute certain documents pertaining to State and Federal Funded Projects. The proposed resolution provides a “blanket” authorization for the City Engineer to execute those documents and agreements with CalTrans on behalf of the City Council.

BACKGROUND

The City of Morro Bay is eligible to receive Federal and/or State grant funding for certain transportation projects through the California Department of Transportation (CalTrans). Such grants often require one or more documents to be executed before such funds can be claimed. Those documents include, but are not limited to, Master Agreements, Program Supplemental Agreements, cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, Project Certifications and/or Fund Transfer Agreements.

Prepared By: BCR

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

DISCUSSION

Authority to execute the agreements, certifications, and other forms required by Caltrans during the life of a grant-funded project is often conferred to the City Engineer on a project-by-project basis. That sometimes results in delays and requires additional staff time to prepare staff reports and resolutions. Though individual grant-funded projects will continue to require City Council approval, by adopting proposed Resolution 26-14, the associated agreements and certifications during the course of project(s) can be executed directly by the City Engineer in a timely manner.

CONCLUSION

As the authorization for the City Engineer to execute Caltrans documents will expedite processing of grant related forms, agreements, and certifications, staff recommends the City Council adopt Resolution 26-14 delegating that authority.

RESOLUTION NO. 26-14

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING DELEGATION OF AUTHORITY
FOR EXECUTING CALTRANS DOCUMENTS**

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

WHEREAS, the City of Morro Bay is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (CalTrans); and

WHEREAS, Master Agreements, Program Supplemental Agreements, cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, Project Certifications and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Morro Bay wishes to delegate authorization to execute these agreements, certifications and any amendments thereto to the City Engineer or his designee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, that the City Engineer or his designee is authorized to execute all Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right-of-Way Certifications, Fund Exchange Agreements, Project Certifications, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 22nd day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk



AGENDA NO: A-9

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** April 14, 2014

FROM: Eric Endersby, Harbor Director

SUBJECT: Approval of Webcam License Agreement between City of Morro Bay and Surflin/Wavetrak, Inc.

RECOMMENDATION

Staff recommends approval and execution of the webcam license agreement between the City of Morro Bay and Surflin/Wavetrak, Inc. (“Surflin”).

ALTERNATIVES

1. Approve and execute agreement as-presented (staff recommendation).
2. Do not approve agreement.

FISCAL IMPACT

Approval of the agreement will result in new revenues of \$3,120 per year to the Harbor Fund.

BACKGROUND

Surflin is the industry leader in worldwide surf forecasting, and is utilized not only by surfers but also by the general public, public safety agencies, and other marine-related industries for surf, wind and weather forecasts around the world. Surflin has placed numerous “webcams” globally that broadcast real-time video of popular beaches and surf spots, including Morro Bay. That webcam was previously located on the main Morro Bay Power Plant building structure for 13 years, but with the closing of the plant, Dynegy has terminated its contract with Surflin.

DISCUSSION

Approximately two months ago, Surflin approached the Harbor Department to see if the City was interested and able to provide a new location for the Morro Bay webcam. In the hopes of moving forward, Harbor Patrol Supervisor Becka Kelly worked with Surflin on possible locations, as well as acceptable agreement language. The end result is the public restroom building at the Rock having been determined a suitable location and the terms of the agreement being included with this staff report.

Surflin has webcam agreements with several other coastal public agencies including Santa Cruz,

Prepared By: EE Dept Review: _____
City Manager Review: _____
City Attorney Review: _____

Marina and Oceanside, all operating under similar terms and fee structures.

Highlights of this agreement include:

- Initial three-year term, with one-year options to extend.
- Monthly license fee of \$260/month (\$3,120/year), including utilities.
- Supplemental compensation to City to include text branding on webcam image that links to City of Morro Bay website, a Morro Bay banner ad on Surflife's Morro Bay camera page, up to twelve (12) premium "VIP" Surflife accounts for City employees for City business, image archiving, and City priority control of camera during emergency or public safety events.

The equipment consists of one camera mounted on the roof of the restroom that extends approximately 12 inches high with server and wireless router equipment housed in the Harbor Department office including a small receiver dish mounted on the office roof.

CONCLUSION

Staff is requesting Council approval of a license agreement for Surflife to place a surf webcam at the Rock restroom. That webcam will primarily serve the public, but will also provide valuable public safety benefits, as well as bring in a new revenue source for the City.

WEBCAM LICENSE AGREEMENT
BETWEEN
CITY OF MORRO BAY
AND
SURFLINE/WAVETRAK, INC.





TABLE OF CONTENTS

	PAGE
ARTICLE 1 - BASIC LICENSE PROVISIONS	
1.01 Licensee's Trade Name	1
1.02 License Term.....	1
1.03 License Area	1
1.04 Use of License Area	1
1.05 License Fee.....	1
1.06 Supplemental Compensation and Services	1
1.07 Hours of Operation	1
ARTICLE 2 - LICENSE	1
2.01 License	1
2.02 Conditions of License	1
2.03 License Area	2
2.04 Exclusive Use.....	2
2.05 License Equipment.....	3
2.06 Ownership of License Equipment Images.....	3
2.07 Licensor Authority.....	3
2.08 Periodic Review of Operation of Business	4
2.09 Licensor's Right to Inspect	4
2.10 Licensor's Right of Entry for Alterations, Modifications, and Repairs	4
2.11 Licenses, Permits and Local Taxes.....	4
2.12 Operation of Business	4
2.13 Consent.....	5
2.14 Assignment Prohibited	5
ARTICLE 3 – TERM AND TERMINATION	5
3.01 Commencement and Termination of Term.....	5
3.02 Termination Without Cause.....	5
3.03 Termination With Cause.....	6
3.04 Extension of Term.....	6
3.05 Expiration; Holding Over.....	6
ARTICLE 4 - LICENSE FEE.....	7
4.01 License Fee.....	7
4.02 Payment Schedule	7
4.03 Late Charge and Interest on Unpaid License Fee.....	7

	PAGE
ARTICLE 5 - SUPPLEMENTAL COMPENSATION AND SERVICES	7
5.01 Text Branding.....	7
5.02 Banner Ad.....	7
5.03 Premium Accounts.....	7
5.04 Licensor Control of Camera.....	7
5.05 Image Archives.....	8
ARTICLE 6 - UTILITIES	8
6.01 Separate Charges.....	8
6.02 Jointly Metered Utilities.....	8
6.03 Interruption.....	8
ARTICLE 7 - DEFAULT	8
7.01 Events of Default.....	8
7.02 Notice of Default and Opportunity to Cure.....	9
7.03 Remedies.....	9
7.04 Covenants and Conditions.....	11
ARTICLE 8 - MAINTENANCE AND REPAIRS	11
8.01 Licensor's Maintenance Obligations.....	11
8.02 Licensor's Right of Entry.....	11
8.03 Licensees' Maintenance Obligations.....	12
8.04 Glass.....	13
ARTICLE 9 - DAMAGE AND DESTRUCTION	13
9.01 Licensor's Duty to Repair.....	13
9.02 Licensee's Duty to Repair or Replace.....	14
ARTICLE 10 - INDEMNIFICATION and INSURANCE	14
10.01 Indemnification.....	14
10.02 Insurance Requirements.....	14
10.03 Licensee's Failure To Maintain Insurance.....	15
10.04 Fire Insurance/Other Insurance Premiums.....	16
10.05 Waiver of Subrogation.....	16
10.06 Waiver of Loss and Damage.....	17
10.07 Notice by Licensee.....	17
ARTICLE 11 – TIDELANDS TRUST	17
11.01 Harbor Department Lease Management Policy.....	17

ARTICLE 12 - MISCELLANEOUS	17
12.01 Hazardous and Toxic Materials.....	17
12.03 Storage; Office Space	19
12.04 Compliance with Governmental Regulations	19
12.05 Signs and Advertising.....	19
12.06 Attorneys' Fees	20
12.07 Sale or Lease of License by Licensor	20
12.08 Liability to Successors.....	20
12.09 Interpretation	20
12.10 Time	21
12.11 Force Majeure	21
12.12 Notices	21
12.13 Relationship of Parties	21
12.14 Waiver	21
12.15 Rights and Options.....	22
12.16 Accord and Satisfaction.....	22
12.17 Authority	22
12.18 Broker's Commission	22
12.19 Recycling Activities.....	22

EXHIBITS

Exhibit A - License Area Location	24
Exhibit B - License Area Site Plan	25
Exhibit C - Monthly Statement of License Fee	27

WEBCAM LICENSE AGREEMENT

THIS WEBCAM LICENSE AGREEMENT (the "Agreement") is made this 23rd day of April 2014 between the City of Morro Bay, a municipal corporation ("Licensor") and Surfline/Wavetrak, Inc., a Delaware corporation ("Licensee"). Licensor and Licensee agree to all of the terms and conditions of the Agreement as follows:

ARTICLE 1 - BASIC LICENSE PROVISIONS

The following are basic provisions applicable to the Agreement.

1.01 Licensee's Trade Name. Surfline.

1.02 License Term. Three years, commencing on April 23, 2014 and terminating on April 30, 2017 unless otherwise extended as provided herein. The Agreement may be extended as stated in Section 3.04.

1.03 License Area. Two square feet on the rooftop of Public Restrooms at Morro Rock and six square feet located at the Harbor Department as described herein and on Exhibits A and B, incorporated herein by this reference.

1.04 Use of License Area. The License Area shall be used solely for the placement, maintenance, and operation of internet-related computer video equipment and associated hardware and software (the "License Equipment") for the purpose of providing to Licensee's customers, via the internet, real-time images of surf and weather conditions at locations adjacent to Morro Rock. Such use shall not interfere with any use by Licensor or otherwise approved by Licensor.

1.05 License Fee. Two Hundred sixty Dollars (\$260.00) per month payable on the first day of each month including April 1, 2014. Licensee agrees to review the camera page views annually from the installation date and renegotiate the License Fee with Licensor, based upon the review's findings

1.06. Supplemental Compensation and Services. City-related advertising content, monitoring and reporting of click-through rates, supporting services to City's Harbor Department and public safety officials, remote camera control, and image archiving.

1.07 Hours of Operation. 24 hours per day hours, seven days per week, all months of the year.

ARTICLE 2 - LICENSE

2.01 License. Licensor hereby grants to Licensee a license (the "License") for the use of the License Area for the purposes described in Section 1.04 above. A site plan of the License Area is attached to the Agreement as Exhibit B. The License is personal to Licensee and non-assignable without the written permission of Licensor.

2.02 Conditions of License. Licensee hereby agrees to abide by all relevant laws and regulations promulgated by local, state and federal agencies pertaining to the operation of Licensee's business or to the Public Restrooms. Licensee agrees that the Licensee's right to

operation of the business is granted by the Licensor upon the following express standards and conditions:

a. Licensor may at any time limit, or totally restrict, Licensee's use of License Area due to ocean or weather conditions or Licensee's failure to comply with the terms and conditions of the Agreement.

b. Licensor may restrict Licensee's operations on days during which special events are scheduled at Morro Rock so that Licensee's operations do not interfere with the special events.

c. In addition to the License Fee described herein, Licensee is required to remit to Licensor the City of Morro Bay Business License and all other present and future relevant fees or assessments levied by the City.

d. Notwithstanding the foregoing, the parties agree Licensee retains the right to terminate this License if it determines any fee, license, restriction or, obligation, other than the License Fee, licenses, restrictions and obligations applicable on the effective date of this License, is not financially feasible or viable for Licensee to continue operations pursuant to this License.

2.03 License Area.

a. Licensor is the owner of the License Area described in Section 1.03 above.

b. The License Area is defined herein as two (2) square feet on the rooftop of Public Restrooms and six (6) square feet located at the Harbor Department.

c. It shall be the sole responsibility of Licensee, at Licensee's sole expense, to investigate and determine the conditions of the License Area and any existing improvements, and the suitability of such conditions for the business to be conducted by Licensee pursuant to the Agreement.

d. Except for the License, Licensee does not hold any other estate or interest in the property of Licensor by virtue of the License.

2.04 Exclusive Use.

a. Any use of the License Area by Licensee may be designated as either non-exclusive or exclusive at the sole discretion of Licensor. Licensor hereby designates that the purpose of the Agreement is for Licensee's exclusive use of the License Area for purposes described in Section 1.04 above.

b. The term exclusive shall be construed for License Area management purposes as granting to Licensee the right to conduct business in the License Area during the hours of operation.

2.05 License Equipment.

a. Licensee may place, operate, and maintain the following equipment ("License Equipment") within the License Area:

- i. One (1) webcam.
- ii. One (1) computer.
- iii. One (1) modem.
- iv. One (1) router.
- v. One (1) back up battery supply.
- vi. One (1) GSM switch

b. The License Equipment is and will remain the sole and exclusive property of Licensee. Licensor will not have nor will Licensor ever assert any right, title, interest in or to the License Equipment.

c. Licensee shall be solely responsible for the operation and maintenance of the License Equipment, including all fees associated with internet or telephonic connectivity.

2.06. Ownership of License Equipment Images. All images captured by the License Equipment, including all copyrights and other intellectual property rights associated with such images, will be the sole and exclusive property of Licensee. Licensor will not have nor will it ever assert any right, title or interest in or to such images except as provided for under Section 5.04 and Section 5.05 below.

2.07 Licensor Authority.

a. Licensor shall at all times retain exclusive final authority over the License Area. Licensor shall have the right to perform any and all acts of construction and maintenance in the License Area, as fully and completely as if the License for the use of the License Area did not exist. Licensor may provide Licensee with advance notice of any construction or maintenance to be performed by Licensor or Licensor's agents in the License Area, but is under no obligation to do so. Licensor will not be liable to Licensee by reason of any injury to or interference with Licensee's business or property for any inconvenience or damages caused thereby.

b. Licensor may formulate rules, conditions of, regulations and a permit process for the use of the public property and the License Area and the uses of other areas in the public right of way of Licensor. The areas surrounding the License Area, and the License Area itself, may be governed thereby and Licensee agrees to be bound by these rules and regulations and to obtain such permits or licenses as may be required. The License Area may be governed by the Agreement to the extent it is not in conflict with Licensor rules, regulations, and permit requirements as they now or hereafter exist.

c. Licensee acknowledges and understands that Licensor is a municipality consisting of numerous offices, departments and agencies.. Whenever a provision contained in

the Agreement, or any extension, modification or amendment, requires the written consent of the Licensor such consent must be obtained from the then City Manager or Interim City Manager for the City of Morro Bay. Licensee may rely on any statement or representation by any other employee, agent or representative of City in obtaining such consent, and any such statement or representation other than the express written consent of the City Manager or Interim City Manager shall be null and void and have no effect. Nothing contained in this section shall limit in any way the authority of any office or department of the City of Morro Bay California from approving or withholding consent to any event or activity regulated by local law.

2.08 Periodic Review of Operation of Business.

a. Licensee agrees that Licensor may, at Licensor's sole option, conduct reviews of Licensee's operation of the business to determine any adverse impacts upon City departments and City's general fund.

b. Said reviews will be conducted up to twice annually at dates to be determined at Licensor's sole discretion.

c. If Licensor, upon conducting said reviews and determining, at Licensor's sole discretion, determination, and authority, that Licensor's operation of the business has caused adverse impacts upon City departments and City's general fund, the scope of said impacts to be solely determined and defined by Licensor, Licensor may restrict, modify, or eliminate Licensee's operations.

2.09 Licensor's Right to Inspect. Licensor and the agents and employees of Licensor shall have the right to enter the License Area at all reasonable times to inspect the same, to see that no damage has been or is done, and to protect any and all rights of Licensor, and to post such reasonable notices as Licensor may desire to protect the rights of Licensor.

2.10 Licensor's Right of Entry for Alterations, Modifications and Repairs. Licensor has reserved and shall at all times have the right to alter, repair, improve, or add to the License Area or any portion of the Restroom or Harbor Department used in operation of Licensee's business. Licensee hereby waives any claims for damage against Licensor arising from loss of business by reason of Licensor's entry onto or removal of all or any portion of the License Area for the purpose of making repairs to the License Area or to any other area. Licensor agrees to give Licensee reasonable notice of intention to make repairs, except in situations involving immediate peril and hazard to the Public Restroom or Harbor Department, when such entry shall be made summarily by Licensor. Licensor shall be the sole and exclusive judge as to what constitutes immediate peril and hazard to the Public Restrooms or Harbor Department.

2.11 Licenses, Permits, and Local Taxes. Licensee shall, at Licensee's sole cost and expense, obtain all necessary licenses and permits to carry out the provisions of this License and to operate Licensee's business. Licensee shall comply with all applicable local tax ordinances, including the City's Business License Fee.

2.12 Operation of Business. Licensee agrees and acknowledges that:

a. Licensee's business shall be established and conducted throughout the License Term in a first-class manner.

b. Licensee will not use the License Area for any other purpose not specifically permitted by the Agreement, or carry on or permit within the License Area, any offensive, noisy, or dangerous trade, business, manufacture, or occupation, or any nuisance.

c. Licensee will at all times during the License Term maintain the License Area in a clean, neat, and sanitary manner.

d. Licensee will comply with any and all laws, ordinances, rules and regulations of any public authority in force during the term of this License.

e. Licensee will operate Licensee's business in accordance with the schedule set forth in Section 1.07 above.

f. Licensee will employ its best efforts to operate Licensee's business conducted in the City of Morro Bay in a manner that will produce the maximum volume of gross revenue.

g. Licensee may temporarily suspend operation of Licensee's business due to inclement weather or dangerous ocean conditions. Licensee shall notify Licensor in writing within twenty-four (24) hours of such temporary suspension.

h. Licensor may, at its option, and for good cause, permit Licensee to temporarily close down Licensee's business.

i. No goods, merchandise, or materials shall be kept, stored, or sold by Licensee which are in any way hazardous. Licensee further agrees not to suffer any act of omission or commission on the License Area which will increase the rate of any insurance to be paid by City.

2.13 Consent. Licensee shall not make any improvements, alterations or additions to the License Area without Licensor's prior written consent. All improvements, alterations and additions shall be in conformity with the laws, directives, rules or regulations of all applicable public and governmental agencies. Prior to the commencement of any work relating to any repairs, alterations, improvements or additions approved by Licensor, Licensee's contractor(s) shall notify the Harbor Patrol Supervisor.

2.14 Assignment Prohibited. Licensee shall not, either voluntarily or involuntarily, assign or encumber its interests in the Agreement or allow any other person or entity (except Licensee's authorized representatives) to operate under the terms of the Agreement without the prior approval and consent of the Licensor. Any such assignment without prior approval shall be null and void.

ARTICLE 3 – TERM AND TERMINATION

3.01 Commencement and Termination of Term. The term (the "License Term") of the Agreement shall commence and terminate on the dates specified in Section 1.02 unless terminated sooner in accordance with the provisions of the Agreement.

3.02 Termination Without Cause. Either party may terminate the Agreement at any time without cause by giving the other party sixty-days' (60-days') prior written notice.

3.03 Termination With Cause.

a. If Licensee fails to provide the License Fee or Supplemental Compensation and Services in 1.05 and 1.06, then Licensor may terminate the Agreement by giving Surflin fifteen days prior written notice.

b. If Licensor commits a breach of the Agreement, then Licensee may terminate the Agreement by giving the Licensor fifteen-days' (15-days') written notice.

c. Licensor retains the right at its sole discretion to terminate or revoke the Agreement at any time if any Webcam causes or has the potential to cause any damage to persons or property, violates any federal, state or local law, regulation, rule or ordinance, or poses a threat to the public health, safety, or welfare. Termination of the License or revocation of the Licensee's use of the License Area is not grounds for termination of the Agreement. Termination or restriction of the use of the License Area does not reduce License Fee payments due hereunder.

3.04 Extension of Term. If Licensee is not in default at any time during the License Term, then Licensee shall have the option to extend the License Term for additional one-year periods (the "Extended License Terms") upon the same terms and provisions contained in the Agreement. Licensee may exercise said option to extend the License Term by giving written notice to Licensor at least sixty days, but not more than six months, before the expiration of the License Term. If Licensee has failed to cure a default in accordance with Section 7.02 of the Agreement at any time during the License Term, then Licensee's election to extend the License Term shall be totally ineffective and the Agreement shall expire at the end of the initial License Term, or subsequent Extended Terms, unless otherwise terminated earlier in accordance with the Agreement. Licensee agrees to review the camera page views annually from installation date and renegotiate the License Fee, based on the reviews findings.

3.05 Expiration; Holding Over. The License Term will expire at 5:00 p.m. on the date specified in Section 1.02. Unless the License Term is extended in accordance with Section 3.04 above, in which case the License Term shall expire at 5:00 p.m. on the termination date of any approved Extended Term. If Licensee should remain in possession of the License Area after the expiration of the License Term in the absence of a new license agreement or Licensor's granting of any Extended Term, or after Licensor has declared a forfeiture of the Agreement as a result of Licensee's default, then such holding over shall be construed as a license from month-to-month, subject to all of the terms, conditions, provisions and obligations of the Agreement at the time the Agreement expires or upon Licensee's default, as the case may be, except the License Fee shall be one and one-half times the amount of such License Fee in effect prior to Licensee's holdover. Unless Licensee obtains the express written consent of Licensor to holding over, Licensor does not waive its right to pursue any legal or equitable remedy against Licensee with regard to Licensee's continued possession of the License Area after the expiration of the License Term.

ARTICLE 4 - LICENSE FEE

4.01 License Fee. Effective as of the date of the Agreement, and during any time period in which the Licensee uses the License Area. Licensee shall remit to Licensor a fee (the "License Fee") of Two Hundred Sixty Dollars (\$260.00) per month during the calendar year in which Licensee conducts business. The full License Fee shall be due regardless of whether Licensee utilizes the License Area for a partial or an entire month. The License Fee may be negotiated by Licensor annually dependent on the findings of the annual review of the camera page views.

4.02 Payment Schedule. The License Fee for the preceding month shall be due and payable in full by Licensee by the tenth (10th) day of the following month. The License Fee shall be remitted to Licensor at the address set forth below for notices or at such other location as Licensor may notify Licensee in writing. A License Fee paid after the tenth (10th) day of the month will be considered late and subject to a late charge and interest as set forth below.

4.03 Late Charge and Interest on Unpaid License Fee. If any installment of the License Fee which is due from Licensee is not received by Licensor when due, Licensee shall pay to Licensor an additional sum of ten percent (10%) of the overdue License Fee as a late charge, and interest at the rate of one percent (1%) per month, or the maximum rate of interest allowed by law, on the unpaid balance of said License Fee or sum until paid. The parties agree that said late charges and interest represents a fair and reasonable estimate of the costs that Licensor will incur by reason of late payment by Licensee. The acceptance by Licensor of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount, nor prevent Licensor from exercising any of the other rights and remedies available to Licensor under the Agreement or as provided by law.

ARTICLE 5 - SUPPLEMENTAL COMPENSATION AND SERVICES

5.01 Text Branding. Licensee shall provide text branding at the top or bottom of the Morro Bay camera images that links to the uniform resource locator ("URL") for the City of Morro Bay website.

5.02 Banner Ad. Licensee shall provide a banner ad on the Morro Bay camera page in the minimum size of 160 x 600 pixels; Licensor shall provide the banner ad content to Licensee in a file format acceptable to Licensee. Licensee shall track webpage access and click-through rates on Licensor's text and banner ads and shall make reports available to Licensor no more often than monthly at Licensor's request.

5.03 Premium Accounts. Licensee agrees to annually provide up to twelve (12) premium VIP Surfline.com website accounts to the City of Morro Bay Harbor Department and other City of Morro Bay public safety personnel. Licensor shall be solely responsible for selecting account holders and submitting information required to establish and renew the premium VIP accounts to Licensee on a yearly basis.

5.04 Licensor Control of Camera. Licensee shall provide Licensor with priority camera control for use during emergencies or other public safety events. Such control shall be provided through an emergency contact number of a Surfline Camera Technician. Licensee agrees that Licensor may direct the control of the camera during any period time during which Licensor determines that a public safety need exists.

5.05 Image Archives. Upon Licensee's anticipated functionality enhancement and hardware and software upgrade to the License Equipment, Licensee shall, upon request from Licensor, provide Licensee with up to five days of the most recent archived camera images on a continual basis.

ARTICLE 6 - UTILITIES

6.01 Separate Charges. Licensee shall pay for all water, gas, heat, light, power, telephone service and any other utilities metered or otherwise separately charged to the License Area.

6.02 Jointly Metered Utilities. Licensee shall pay a pro rata share of any utility charges which are jointly metered or charged. Licensee's pro rata share of those charges shall be based upon an agreed estimated cost of utilities used. The agreed amount of Ten Dollars (\$10) per month shall be included with monthly License fee totaling \$260 per month. Licensor may increase that amount to cover the actual pro rata share of the utility costs after providing Licensee evidence of the amount.

6.03 Interruption. Licensor shall not be liable for any failure or interruption of any utility service being furnished to the License Area, and no such failure or interruption shall entitle Licensee to terminate the Agreement.

ARTICLE 7 - DEFAULT

7.01 Events of Default. The occurrence of any of the following shall constitute a breach and material default of the Agreement by Licensee:

a. The failure of Licensee to pay or cause to be paid any License Fee, monies or other charges due Licensor as set forth in the Agreement if the failure continues for ten (10) consecutive calendar days after the due date payment of any such amounts;

b. The failure of Licensee to maintain all insurance coverage as set forth in Section 10.02.

c. The abandonment of the License Area by Licensee, which shall mean failure to operate as set forth in the Agreement for five (5) consecutive days, except by prior written notice by Licensee and with the written consent of Licensor;

d. Except as otherwise provided in the Agreement, the failure of Licensee to do or cause to be done any act as set forth in the Agreement, if the failure continues for fifteen days (15) consecutive days after notice has been given to Licensee. However, Licensee shall not be in default of the Agreement if Licensee commences to cure the default within said fifteen (15) day period and diligently and in good faith continues to cure the default to the satisfaction of the Licensor;

e. Licensee causing, permitting or suffering, without the prior written consent of Licensor, any act when the Agreement requires Licensor's prior written consent or prohibits such act; or

f. Any act of bankruptcy caused, suffered or permitted by Licensee. For the purposes of the Agreement, "act of bankruptcy" shall include any of the following:

- i Any general assignment or general arrangement for the benefit of creditors;
- ii The filing of any petition by or against Licensee to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless such petition is filed against Licensee and the same is dismissed within sixty (60) days;
- iii The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located in the License Area or of Licensee's interest in the Agreement.
- iv The attachment, execution, or other judicial seizure of substantially all of Licensee's assets located at the License Area or of Licensee's interest in the Agreement.

7.02 Notice of Default and Opportunity to Cure. Licenser shall give written notice to Licensee of any Event of Default on the part of Licensee. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the Event of Default. In addition, if the Event of Default is curable, and does not give rise to an imminent danger to health or safety, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which Licensee must take or commence such action to cure. If the notice specifies only a commencement date for the cure, Licensee must commence such cure within the specified time and shall diligently pursue the cure to completion within a reasonable time thereafter.

7.03 Remedies. In the event of any breach by Licensee, in addition to other rights or remedies of Licenser at law or in equity, Licenser shall have the following remedies:

- a. Licenser shall have the right to recover against Licensee:
 - i The worth at the time of award of the unpaid License Fees that had been earned at the time of termination;
 - ii The worth at the time of award of the amount by which the unpaid License Fees that would have been earned after termination until the time of award exceeds the amount of the loss that Licensee proves could have been reasonably avoided;
 - iii The worth at the time of award of the amount by which the unpaid License Fees for the balance of the Term after the time of award exceeds the amount of the loss that Licensee proves could be reasonably avoided; and
 - iv Any other amount necessary to compensate Licenser for all the detriment proximately caused by Licensee's failure to perform Licensee's obligations under the Agreement.

b. The worth at the time of award of the amounts referred to in the previous subparagraphs shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in subparagraph (iii) shall be computed by discounting this amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

c. Efforts Licensor may make to mitigate the damages caused by Licensee's breach of the Agreement shall not constitute a waiver of Licensor's right to recover damages against Licensee, nor shall anything contained in the Agreement affect Licensor's right to indemnification against Licensee for any liability arising prior to the termination of the Agreement for personal injuries or property damage, and Licensee agrees to indemnify and hold Licensor harmless from any injuries and damages, including all reasonable attorney fees and costs incurred by Licensor in defending any action brought against Licensor for any recovery, and in enforcing the terms and provisions of this indemnification against Licensee.

d. However, the breach of the Agreement by Licensee, or an abandonment of the License Area by Licensee, shall not constitute a termination of the Agreement, nor of Licensee's right of possession under the Agreement, unless and until Licensor elects to do so, and until that time Licensor shall have the right to recover License Fees and all other payments to be made by Licensee under the Agreement as they become due; provided, that until Licensor elects to terminate the Agreement and Licensee's right of possession under the Agreement, Licensee shall have the right to sublet the License Area or to assign interests in the Agreement, or both, subject only to the written consent of Licensor, which consent shall not be unreasonably withheld.

e. As security for the performance by Licensee of all duties and obligations under the Agreement, Licensee assigns to Licensor the right, power, and authority, during the continuance of the Agreement, to collect the rents, issues, and profits of the License Area, reserving to Licensee the right, prior to any breach or default by Licensee under the Agreement, to collect and retain the rents, (solely in the case of a sublease previously approved by Licensor) issues, and profits, from the operation of Licensee's approved business use, as they become due and payable, and so long as payments to Licensor are also kept current. Upon any breach or default, Licensor shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the License Area and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any secured indebtedness, and in an order as Licensor may determine.

f. In the event that Licensor should take any act to maintain or preserve the License Area on Licensee's behalf, or seek the appointment of a receiver to protect Licensor's interests under the Agreement, such acts shall not constitute a termination of Licensee's right of possession unless Licensee receives written notice from Licensor to regarding Licensor's election to terminate.

g. Licensee acknowledges that Licensor has executed the Agreement in reliance on the financial information furnished by Licensee to Licensor as to Licensee's financial condition. If it is determined at any time subsequent to the date of the Agreement that any of the financial information furnished by Licensee and relied upon by Licensor in executing the Agreement is substantially untrue or inaccurate, Licensee shall be deemed to be in default

under the Agreement, which default shall not be subject to cure, and which shall entitle Licensor to exercise all remedies reserved to Licensor under the Agreement or otherwise available to Licensor at law.

7.04 Covenants and Conditions. All covenants made by Licensee hereby are conditions of the Agreement; therefore, in the event of any default by Licensee in fulfilling any of the same, Licensor may at any time thereafter at its option declare a forfeiture of the Agreement. Licensor shall not be obligated to perform any covenant made by Licensor under the Agreement which accrues after the date of any default by Licensee hereunder.

ARTICLE 8 - MAINTENANCE AND REPAIRS

8.01 Licensor's Maintenance Obligations.

a. Licensor shall maintain the Public Restrooms in good condition and repair. Provided, however, if any repairs or replacements are necessitated by the negligence, gross negligence or willful acts of Licensee, its officers, employees, representatives, agents, customers, invitees or trespassers, or by reason of Licensee's failure to observe or perform any provisions contained in the Agreement, or caused by alterations, additions or improvements made by Licensee or its officers, employees, representatives, agents, contractors, subcontractors, laborers or materialmen, the cost of such repairs and replacements shall be the sole obligation of Licensee.

b. Unless Licensee notifies Licensor in writing of the need for repairs attributable to Licensor under this section, Licensor shall not be liable for its failure to make such repairs. Licensor shall be entitled to a reasonable period of time to affect such repairs upon receipt of said written notice from Licensee. Licensee waives any right of offset against any License Fee due hereunder and agrees not to assert as an affirmative defense in any judicial proceeding or arbitration brought by Licensor against Licensee on claims made under the Agreement the provisions of Sections 1941 and 1942 of the California Civil Code, or any superseding statute, and of any other law permitting Licensee to make repairs at Licensor's expense.

c. Licensor will: (a) provide (if applicable) personnel assistance during the installation of the Webcam required to ensure compliance with applicable building codes, rules, and procedures and gain access to utilities; and (b) clean the outer lens of the camera, with materials supplied by Licensee, once per week (or more frequently if necessary due to weather conditions) to ensure high quality images.

8.02 Licensor's Right of Entry.

a. Licensor has reserved and shall at all times have the right to alter, repair, improve, or add to the Public Restroom structure as may affect the License Area.

b. Licensor, its agents, contractors, employees and assigns may enter the License Area at all reasonable times to:

i. Examine the License Area;

- ii. Perform any obligation of, or exercise any right or remedy of, Licensor under the Agreement.
- iii. Make repairs, alterations, improvements or additions to the License Area, or to other portions of the Wharf as Licensor deems necessary;
- iv. Perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter;
- v. Show prospective licensees the License Area during the last six (6) months of the Term; and
- vi. Perform work that Licensor deems necessary to prevent waste or deterioration in connection with the License Area should Licensee fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Licensor, Licensee's required repairs after written demand therefore by Licensor. Licensor agrees to give Licensee reasonable notice of intention to make repairs, except in situations involving immediate peril and hazard to the Public Restrooms and Harbor Office, when such entry shall be made summarily by Licensor. Licensor shall be the sole and exclusive judge as to what constitutes immediate peril and hazard to the Public Restrooms and Harbor Office.

c. Licensee hereby waives any claims for damage against Licensor arising from loss of business by reason of Licensor's entry onto or removal of all or any portion of the License Area for the purpose of making repairs to the License Area.

8.03 Licensee's Maintenance Obligations.

a. Except as provided elsewhere in the Agreement, Licensee, at its sole cost and expense, shall keep the License Area in good order, condition and repair and shall make all repairs or replacements necessary to keep the License Area in such condition.

b. All repair and replacement material, products, and equipment shall be of a quality equal to or exceeding that of the original. Should Licensee fail to make these repairs and replacements or otherwise maintain the License Area for a period of three days after delivery of a written demand by Licensor, or should Licensee commence, but fail to complete, any repairs or replacements within a reasonable time after written demand by Licensor, Licensor shall have the right to make such repairs or replacements without liability to Licensee for any loss or damage that may occur to Licensee's stock or business, and Licensee shall pay for all costs incurred by Licensor in making such repairs or replacements, together with interest thereon at the maximum rate permitted by law from the date of commencement of the work through the date of payment. Licensee shall, at its expense, repair promptly any damage to the License Area caused by Licensee, its agents, employees, customers, invitees, sub-licensees, assignees or concessionaires, or caused by the installation or removal of Licensee's personal property.

c. Licensee shall, at its own expense, comply with all requirements of the Licensor's insurance underwriters and any other governmental authority having jurisdiction

thereof, regarding the installation and periodic maintenance of fire suppression systems or apparatus.

8.04 Glass. Licensee shall replace, at its expense, any and all damaged or broken glass components on or about the License Area resulting from any cause whatsoever other than the direct negligence of Licensor. Licensee shall have full responsibility, at its sole discretion, to either self-insure or obtain insurance policies covering damage or replacement of said glass components.

ARTICLE 9 - DAMAGE OR DESTRUCTION

9.01 Licensor's Duty To Repair.

a. If the License Area is destroyed or materially damaged from a cause not insured against under a fire or casualty insurance required herein, or if the amount of available insurance proceeds, including deductible costs, is not sufficient to completely repair or restore any such damage or destruction, then Licensor shall have the right to terminate the Agreement by giving written notice of termination to Licensee within thirty days after the date of the damage or destruction. If the Agreement is not terminated, then Licensor shall diligently proceed to repair and restore the License Area to the extent that insurance proceeds, including deductible costs, are sufficient to completely repair or restore any such damage or destruction.

b. If the License Area is materially damaged or destroyed from a cause covered by a fire or casualty insurance required herein, and it can be repaired or restored within ninety (90) days after commencement of repair or restoration, then Licensor shall diligently proceed to repair and restore the License Area. If Licensor determines that License Area cannot be repaired or restored within this period, then Licensor shall have the right to terminate the Agreement by written notice to Licensee given within sixty days after the date of the damage or destruction, and Licensee's obligation to pay License Fees and other charges under the Agreement shall terminate as of the date of the damage or destruction, or the date Licensee ceases to do business at License Area, whichever date is later.

c. If the License Area is damaged to the extent of fifty percent (50%) or more of the replacement cost, then Licensor may elect to terminate the Agreement by written notice to Licensee given within sixty days after the date of the destruction.

d. If Licensor elects or is required to make repairs under this Article, then Licensee shall be entitled to a reduction in License Fees, equal to that portion of License Area in which the floor area rendered unusable bears to the gross floor area of the License Area, from the date of damage to the earlier of the date Licensee reopens for business or thirty days after completion of Licensee's repair work. If, in Licensor's sole determination, the damage to the License Area is such that License cannot conduct normal business operations and must close, then Licensee shall be entitled to a reduction in License Fees from the date of damage to the earlier of the date Licensee reopens for business or thirty days from completion of Licensor's repair work. Licensee waives the provisions of Civil Code Sections 1932 and 1933 with respect to any destruction of the License Area.

e. Except as otherwise provided in the Agreement, damage to or destruction of the License Area shall not terminate the Agreement or result in the abatement of any License Fees or other charges payable under the Agreement. Licensee expressly waives any right it

may have, in law or equity, to offset any cost incurred by Licensee for repairs or restoration to the License Area against Licensee's obligations to pay rent in connection with Licensor's duties of repair and restoration under the Agreement.

f. Licensor's duties of repair and restoration under the provisions of the Agreement shall extend only to those portions of the License Area insured under a policy of fire or casualty insurance required herein, and Licensee shall not be responsible for any loss, damage, or destruction to Licensee's personal property, trade fixtures, merchandise, inventory or equipment.

9.02 Licensee's Duty to Repair or Replace. Except as otherwise provided herein, Licensor's obligation to restore shall not include the restoration or replacement of Licensee's personal property, trade fixtures, merchandise, inventory, or equipment. Licensee shall restore and replace said items in the event that Licensor is obligated or elects to repair any damage or destruction of the License Area.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

10.01 Indemnification. Licensor shall not be liable to Licensee for any damage to Licensee or Licensee's property from any cause which is not the result of Licensor's gross negligence. Licensee, as a material part of the consideration for the Agreement, hereby expressly waives and releases all claims against Licensor, its officers, employees, representatives, agents, and volunteers for any injury or damage to any person or property on or about the License Area arising for any reason. Licensee agrees to indemnify, release, defend and hold harmless Licensor, its officers, employee, representatives, agents, and volunteers from any loss, claim, cost, expense or liability for any injury or damage to person or property, occurring in, on or about the License Area, arising for any reason, including without limitation the condition or use of the License Area or personal property located therein and against any loss, claim, cost, expense or liability for injury to the person or property of Licensee, its agents, officers, employees, invitees or trespassers.

10.02 Insurance Requirements. Licensee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the License Area. The cost of such insurance shall be borne by the Licensee.

a. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the following:

- i. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ii. Workers' Compensation insurance as required by the State of California with statutory limits; and Employer's Liability Insurance with a minimum limit of \$1 Million per accident for bodily injury or disease
- iii. Property insurance against all risks of loss to any Licensee Improvements or betterments.

b. Minimum Limits of Insurance. Lessee shall maintain limits no less than the following:

- i. General Liability. \$1,000,000 per occurrence for bodily injury, and property damage, including products-completed operations, personal injury and advertising injury.
- ii. Property Insurance. Full replacement cost with no coinsurance penalty provision.

c. Deductibles and Self-Insured Retentions. Licensor may choose to review deductibles and self-insured retentions on property insurance. At the option of Licensor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Licensor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to Licensor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

- i. The City of Morro Bay, its officers, officials, employees, agents, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the License Area leased to the Licensee.
- ii. Licensee's insurance coverage shall be primary insurance as respects Licensor, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Licensor, its officers, officials, employees, agents, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.
- iii. Coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to Licensor.

e. Acceptability of Insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

f. Verification of Coverage. Licensee shall furnish Licensor with original certificates and amendatory endorsements effecting commercial general liability coverage required by the Agreement. Upon request by Licensor, Licensee shall provide certificates evidencing the other coverages required herein. The endorsements should be on forms provided by Licensor or on other than Licensor's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by Licensor before the Lease commences. Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

g. Increase in Coverage. Licensor reserves the right to modify the amount of commercial general liability insurance required herein, based upon a general review by Licensor of the standard insurance requirements, or other circumstance. Such changes in coverage shall be commercially reasonable at the determination of Licensor. Licensor will notify Licensee of any changes under this provision of the Agreement.

10.03 Licensee's Failure To Maintain Insurance. Licensee agrees that if Licensee does not maintain any insurance policy required under the Agreement or fails to pay any premiums when due, Licensor may, at its election, either terminate the Agreement, require that the License Area be immediately closed for business pending reinstatement of insurance by Licensee, or obtain the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be additional rent due by the Licensee and payable on the next date upon which a payment of License Fee are due.

10.04 Fire Insurance/Other Insurance Premiums.

a. Licensee, at its sole cost, shall procure and maintain an insurance policy for fire and extended coverage throughout the term of the Agreement in an amount equal to the replacement value of the License Area, together with other insurance as may be deemed necessary by Licensor or required by Licensor's lender or by any governmental agency. Said insurance may exclude coverage for the Licensee's personal property, trade fixtures, equipment and merchandise located in or upon the License Area. Licensor, in its sole discretion, may require Licensee, from time to time, to procure and maintain other policies of insurance covering the License Area, including without limitation, earthquake insurance, vandalism and malicious mischief endorsement and License Fee loss insurance.

b. All policies of insurance required under the Agreement shall name Licensor, its officials, employees, agents and volunteers as an additional insured. Licensor has the right at any time to demand a copy of a Certificate of Insurance from Licensee for the policies of insurance required herein and any other reasonable evidence proving compliance with these provisions. The failure to provide the Licensor with such evidence within five (5) calendar days of such demand shall constitute a material breach of the Agreement.

c. If Licensee is unable to obtain any policy of insurance required by Licensor under the Agreement, then Licensor, at its sole discretion, and subject to the availability of coverage, may purchase such policy of insurance and Licensee shall reimburse Licensor for Licensee's pro rata share of the cost of such insurance. In determining Licensee's pro rata share of the premiums for any such insurance specified herein, the schedule issued by the organization making the insurance rate on the improvements, areas and/or risks covered, showing the various components of such rates, shall be conclusive evidence of the charges which make up the insurance rate and the pro rata share to be charged to the License Area. If such a schedule cannot be obtained, then Licensee's pro rata share shall be based upon the ratio that the gross floor area of the License Area bears to the total gross leasable floor area of the building or buildings for which said insurance policy relates. Licensor may estimate the cost of insurance and collect and impound Licensee's share of these costs upon written notice to Licensee.

d. If Licensee cannot obtain its own insurance policies for fire and extended coverage and Licensor, at its sole discretion, exercises its option to purchase such insurance to cover the License Area. Licensee understands that Licensor's current insurance policy for fire and extended coverage has a \$5,000 deductible. In the event of damage or loss to the License Area, Licensee will be responsible for payment of the first \$1,000 deductible costs for said fire and extended coverage and Licensee and Licensor shall each pay one half of any deductible costs for fire and extended coverage in excess of the first \$1,000, assuming that Licensor elects to include the License Area under Licensor's insurance policy because Licensee is unable to procure its own policy.

10.05 Waiver of Subrogation. Licensee hereby grants to Licensor and Licensor's agents, a waiver of any right to subrogation which any insurer of said Licensee may acquire against Licensor by virtue of the payment of any loss or damage under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Licensor has received a waiver of subrogation endorsement from Licensee.

10.06 Waiver of Loss and Damage. Licensor shall not be liable for any damage to inventory or other property of Licensee, or others, located in, on or about the License Area, nor for the loss of or damage to any property of Licensee or of others by theft or otherwise, which is not the direct result of Licensor's negligence, and Licensee waives any claim against Licensor with respect to such property. Licensor shall not be liable to Licensee, Licensee's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the License Area or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by any other cause of whatsoever nature. Licensor shall not be liable to Licensee, Licensee's employees or representatives for any such damage caused by other Licensees or persons in the License Area, occupants of adjacent property of the Wharf, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Licensee kept or stored on the License Area shall be so kept or stored at the sole risk of Licensee, and Licensee shall hold Licensor harmless from any claims arising out of damage to the same, including subrogation claims by Licensee's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Licensor.

10.07 Notice by Licensee. Licensee shall give immediate notice to Licensor in case of fire or accidents in or around the License Area or of any damages or defects in the License Area or any fixtures or equipment therein.

ARTICLE 11 – TIDELANDS TRUST

11.01 Harbor Department Lease Management Policy. The License Area is encompassed in the Tidelands Trust, public trust lands. The granted lands must be used for commerce, fisheries, navigation, recreational purposes, parklands, public access, public parking and environmental protection or enhancement. Licensor created the Harbor Department to focus property management efforts in the tidelands and to assure tidelands revenues are properly accounted for and used. The Harbor Department is operated through one of Licensor's enterprise funds, known as the Harbor Fund. The Harbor Department will actively work with and attempt to enhance marine dependent or marine related uses in compliance with the adopted Licensor's Plans and Policies, and Licensor's goals of maintaining a small commercial fishing harbor and working waterfront. The Harbor Department will manage the Agreement and manage the License Fees to ensure they are used for the maintenance of the License Area.

ARTICLE 12 - MISCELLANEOUS

12.01 Hazardous or Toxic Materials.

a. Licensee shall comply, at its expense, with all federal, state and local statutes or regulations concerning environmental conditions, emissions, pollutants and controls. Licensee shall not cause, store, use or permit any Hazardous Material, including without limitation asbestos or polychlorinated biphenyls, to be brought upon, kept or used in or about the License Area by Licensee, its agents, employees, contractors or invites, without the prior written consent of Licensor, which Licensor shall not unreasonably withhold as long as Licensee demonstrates to Licensor's reasonable satisfaction that such Hazardous Material is necessary or useful to Licensee's business, does not violate any requirements of the Licensor's policies of fire, causality or public liability insurance and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the License Area.

b. If Licensee breaches any of its obligation stated herein, or if the presence of Hazardous Material in the License Area caused or permitted by Licensee results in contamination of the License Area, then Licensee shall indemnify, defend and hold Licensor harmless from any and all claims, judgment, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the License Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the License Area, damages arising from any adverse impact on marketing of space on the Wharf, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the lease term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material the License Area caused or permitted by Licensee results in any contamination of the License Area, Licensee shall promptly take all actions at its sole expense as are necessary to return the License Area to the condition existing prior to the introduction of any such Hazardous Material to the License Area; provided that Licensor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the License Area.

c. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" shall include without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C.

§ 1317); (ix) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

12.02 Storage; Office Space. Licensee shall warehouse, store and stock within the License Area only such equipment as Licensee intends to use as described herein within the License Area. Licensee shall use for office, clerical or other non-selling purposes only such limited space in the License Area as is, from time to time, reasonably required for Licensee’s business operation in the License Area.

12.03 Compliance with Governmental Regulations. Licensee shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the License Area. With regard to the use of the License Area, Licensee shall faithfully observe all local ordinances and state and federal statutes now in force or which may hereafter be in force.

12.04 Signs and Advertising.

a. Licensee will not place, install, maintain or construct or allow any third party to place, install, maintain or construct any sign, banner, flag, awning or canopy, covering, or advertising matter on the roof, or on any exterior door, wall or windows of the License Area without Licensor’s prior written consent, which shall not be unreasonably withheld. Licensee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings in good condition and repair at all times. Licensee shall not display or sell any merchandise or allow carts, portable signs, devices, vending machines or other objects to be stored outside of the defined exterior of the License Area without the prior written consent of the Licensor.

b. No advertising medium shall be used or allowed to be used by Licensee which can be heard or experienced outside the License Area, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or television. Except with Licensor’s prior written consent, Licensee shall not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of Morro Rock, including those belonging to Licensee, or to Licensee’s agent or any other person; nor shall Licensee distribute or cause to be distributed at Morro Rock any handbills or other advertising devices.

c. Licensee agrees, at Licensee’s sole cost, to construct and install signs as may be required or allowed by Licensor in strict conformance with Licensor’s Sign Guidelines which specifies the permissible design, material, color, location, size and letter style of any such signs. Licensee’s signs shall not be installed without the written consent of Licensor. Licensee, at its sole cost, shall obtain all necessary permits before installing, erecting or constructing any such sign. Signs shall be installed prior to the commencement of Licensee’s business and thereafter shall be maintained by Licensee at Licensee’s sole expense. If Licensee fails to maintain any such sign(s), Licensor shall have the right to maintain any such sign(s) and Licensee shall reimburse Licensor for such cost, plus a twenty percent (20%) overhead fee. If Licensee installs a sign without the Licensor’s prior written consent, or said sign does not conform to Licensor’s Sign Guidelines, Licensor shall have the right, at its sole discretion, to remove and store Licensee’s sign at Licensee’s sole expense. The removal and storage costs

shall bear interest at the rate of one and one half (1 1/2%) percent per month until paid, or at the maximum rate allowed by law, whichever is less.

d. Licensor reserves the right to revise the Sign Guidelines for any reason, at any time, including without limitation changes in any governmental requirement or Licensor's renovation of the License Area. Within ninety (90) days of Licensor's request, Licensee shall remove Licensee's existing sign, patch the underlying attachment surface, and install a new sign, at Licensee's sole cost and expense, in accordance with Licensor's then existing Sign Guidelines.

12.05 Attorneys' Fees. In the event of any legal action, arbitration or proceeding between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and expenses as awarded by the court, arbitrator or other person deciding the legal action, arbitration or proceeding as a part of the judgment or award resulting therefrom.

12.06 Sale or Lease of License Area by Licensor. Notwithstanding any provisions of the Agreement, Licensor may assign in whole or in part Licensor's interest in the Agreement and may sell all or part of Licensor's leasehold interest in the real estate of which the License Area is a part. In the event of any sale or exchange of the License Area by Licensor and assignment by Licensor of the Agreement, Licensor shall be entirely freed and relieved of all liability under all covenants and obligations contained in or derived from the Agreement or arising out of any act, occurrence or omission relating to the License Area which occurs after the consummation of such sale, exchange or assignment.

12.07 Liability to Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto who shall be jointly and severally liable for the covenants contained herein.

12.08 Interpretation.

a. Whenever the singular number is used in the Agreement, the same shall include the plural. Reference to any gender shall include the masculine, feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the content.

b. The headings or titles to the paragraphs of the Agreement are for convenience only and do not in any way define, limit or construe the contents of such paragraphs.

c. This instrument contains all of the agreements and conditions made between the parties with respect to the hiring of the License Area and may not be modified orally or in any manner except by a written instrument signed by all the parties to the Agreement.

d. The laws of the State of California shall govern the validity, performance and enforcement of the Agreement. If any provision of the Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of the Agreement and such other provisions shall remain in full force and effect. If any provision of the Agreement is capable of two constructions, one which would render the

provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid.

e. Except as may otherwise be expressly stated, each payment required to be made by the Licensee shall be in addition to and not in substitution for other payments to be made by Licensee.

12.09 Time. Time is of the essence in the Agreement.

12.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, Licensee's obligations to make payment for License Fees and other charges pursuant to the terms of the Agreement shall be excused or reduced only as elsewhere specifically provided in the Agreement.

12.11 Notices. Any notice required to be given by one party to the other or required to exercise an option under the Agreement may be given: by personal delivery in writing to the address set forth below; by registered or certified mail to the address set forth below with postage prepaid and return receipt requested; by private express parcel delivery service such as FedEx or United Parcel Service to the address set forth below; by successful facsimile transmission to the facsimile transmission telephone number set forth below; or by successful email transmission to the email address set forth below. Notice shall be deemed communicated on the date of personal delivery in the case of personal delivery; as of five days from the date of postmark in the case of certified or registered mail; as of three days from the date of pick-up by the express parcel service in the case of delivery by an express parcel service; as of the date of facsimile transmission in the case of delivery by successful facsimile transmission; as of the date of email in the case of delivery by successful email transmission. A facsimile transmission shall be deemed successful if the facsimile confirmation sheet documents a successful transmission. An email transmission shall be deemed successful if a return unsuccessful email transmission notice is not received by the transmitting party. Each party may change its notification contact information set forth below by providing written notice of any such change in accordance with this paragraph.

Licensor

City of Morro Bay
Harbor Director
Harbor Department
1275 Embarcadero
Morro Bay, CA 93442

Licensee

Surflife/Wavetrak, Inc.
Attn: Kurt Herrmann
300 Pacific Coast Highway, #310
Huntington Beach, CA 92648

Either party may, by proper notice, at any time designate a different address to which notices shall be sent.

12.12 Relationship of Parties. The relationship of the parties hereto is that of Licensor and Licensee and it is expressly understood and agreed that Licensor is not in any way or for any purpose a partner of Licensee, or a joint venturer with Licensee in the conduct of Licensee's business or otherwise.

12.13 Waiver. The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of License Fees hereunder by Licensor shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of the Agreement, other than the failure of Licensee to pay the particular License Fee so accepted, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of the Agreement shall be deemed to have been waived by Licensor, unless such waiver is in writing by Licensor.

12.14 Rights and Options. Licensee's failure to exercise any right or option or privilege hereunder shall not thereafter preclude Licensor from exercising any right, option, or privilege hereunder, and shall not be deemed a waiver of said right, option, or privilege. Nor shall such a failure relieve Licensee from Licensee's obligation to perform each and every covenant and condition on Licensee's part to be performed hereunder or relieve it from liability for damages or any other remedy for Licensee's failure to perform or meet the obligations of the Agreement.

12.15 Accord and Satisfaction. No payment by Licensee or receipt by Licensor of a lesser amount than the License Fee herein stipulated shall be deemed to be other than on account of the earliest stipulated License Fee, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as License Fee be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such License Fee or pursue any other remedy in the Agreement provided.

12.16 Authority. If Licensee is a corporation or partnership, then each individual executing the Agreement on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

12.17 Broker's Commission. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees arising from that party's activities in connection with the Agreement, and each party agrees to indemnify and hold the other party harmless from all liability arising from any such claim.

12.18 Recycling Activities. Licensee agrees to participate, to the greatest extent possible, in all existing or future recycling activities initiated or arranged by Licensor with regard to the City of Morro Bay.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first herein written.

LICENSOR

City of Morro Bay
a municipal corporation

By: _____
Edward S. Kreins
City Manager

Date

LICENSEE

Kurt Herrmann
Surflite/Wavetrak, Inc.
a Delaware corporation

By: _____
Kurt Herrmann
Director of Camera Operations and Strategy

Date

By: _____
Jonno Wells
CEO

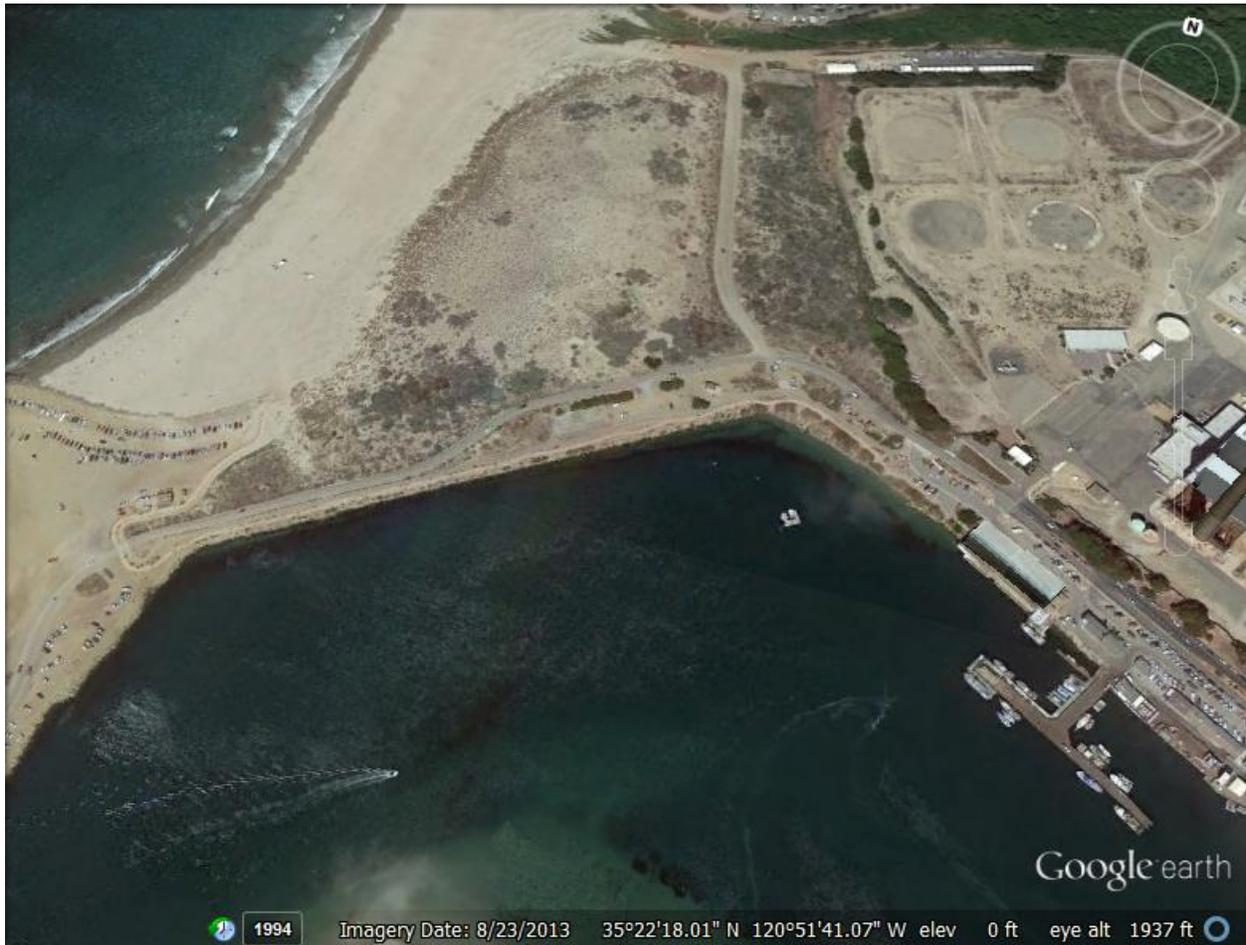
Date

APPROVED AS TO FORM:

Joseph W. Pannone
City Attorney

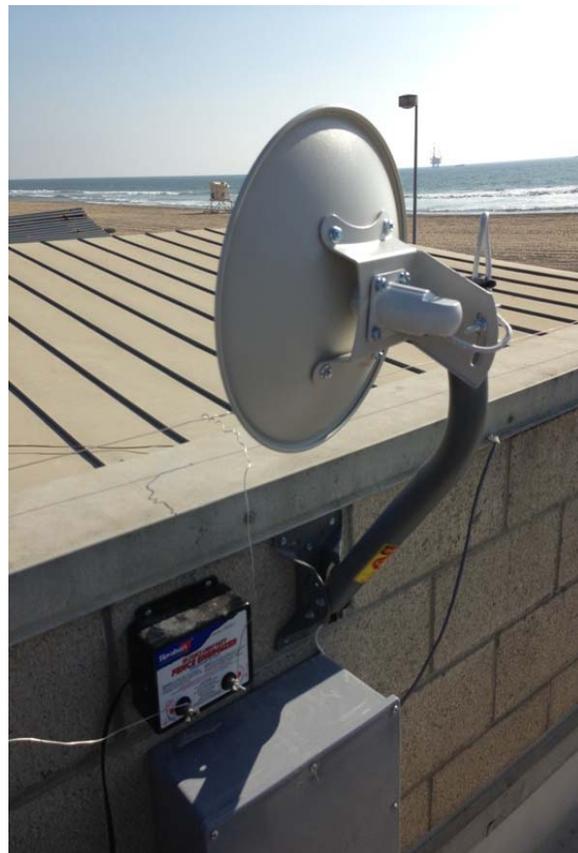
Date

**EXHIBIT A
LICENSE AREA LOCATION**



**EXHIBIT B
LICENSE AREA SITE PLAN**

Equipment at the Morro Bay Harbor Department



Example of Webcam to be installed at Public Restrooms



EXHIBIT C
MONTHLY STATEMENT OF LICENSE FEE

(begins next page)

City of Morro Bay Harbor Department

1275 Embarcadero
 Morro Bay, CA 93442
 Phone: 805-772-6254 Fax: 805-772-6258
 www.Morro-Bay.ca.us

STATEMENT

To: Surflin, Inc.
 Kurt Herrmann
 300 Pacific Coast Highway, #310
 Huntington Beach, CA 92648

4/1/14
 Account: LS3737

Invoice #	Date	Description	Amount
		Previous balance as of 4/1/14	0.00
65815	04/01/14	Harbor Lease Rent for Space # WEBCAM for April, 2014	260.00

- REMINDERS -

The next Harbor Advisory Board Meeting is April 3, 2014 in the Vet's Hall at 6:00 PM.

Any account past due over 10 days will be charged a 10% late fee on the total balance due.

Current	1 to 30 Days	31 to 60 Days	Over 60	Total Due	\$260.00
260.00	0.00	0.00	0.00		

To ensure proper credit, please include tear-off stub with payment. Thank you.

DUE ON RECEIPT

From: Surflin, Inc.
 Kurt Herrmann
 300 Pacific Coast Highway, #310
 Huntington Beach, CA 92648

4/1/14
 Account: LS3737

Send to:

To: City of Morro Bay Harbor Department
 1275 Embarcadero
 Morro Bay, CA 93442

Total Due: \$260.00



AGENDA NO: A-10

MEETING DATE: 4/22/2014

Staff Report

TO: Honorable Mayor and City Council Members **DATE:** November 18, 2013

FROM: Edward Kreins, Interim City Manager

SUBJECT: Appointment of the Vacant Planning Commission Seat

RECOMMENDATION

Staff recommends the City Council consider filling the vacant position on the Planning Commission that was created with the resignation of Rick Grantham. This term will expire on January 31, 2015.

ALTERNATIVES

1. Appoint Richard Sadowski to fill the vacant Planning Commission seat.
2. Direct staff to re-advertise the vacant position, with a date-specific application deadline and date-specific interview date.

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND/DISCUSSION

On March 12, 2014, staff was notified by Rick Grantham that he was resigning from the Planning Commission. Coincidentally, interviews for a previous Planning Commission vacancy had taken place on March 11, 2014 resulting in the selection of Gerald Luhr to fill that seat. At Council's direction, staff re-advertised this newly created vacancy as well as notified the 4 applicants not appointed during the interview process, to assess their interest in being considered for the seat. Staff heard back from 3 of the 4 applicants; two of those requested to be removed from the process and the third, Richard Sadowski, requested to remain a prospective candidate. The deadline to apply for this new seat was April 11, 2014, and as of that date, no additional applications were received. The application stated that interviews for this vacancy will be held prior to the April 22, 2014, City Council meeting. As that applicant had already been interviewed on March 11, 2014, staff is bringing this to Council for their direction.

CONCLUSION

Staff is requesting that the City Council review Mr. Sadowski's application, and by vote, decide if they wish to fill the vacant position on the Planning Commission.

Prepared By: JB

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____



CITY OF MORRO BAY
APPLICATION FOR APPOINTMENT

PRINT YOUR FULL NAME: Sadowski Richard E.T.
(Last) (First)

ADDRESS: _____

RECEIVED
City of Morro Bay

MAILING ADDRESS: _____
(If different)

FEB 18 2014

PHONE NO. _____

Administration

(Home/Cell)

(Business)

E-MAIL ADDRESS: retsadowski@gmail.com

Are you a registered voting resident of the City of Morro Bay? Yes No (circle one)

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

Planning Commission

Public Works Advisory Board

N/A Harbor Advisory Board

N/A Recreation & Parks Commission

N/A Citizen Oversight Committee (Measure Q)

N/A Tourism Business Improvement District Advisory Board

The following is a short statement of my background and interests, which I believe qualify me for consideration (attach additional page(s) as necessary):

(Please see attachment)

I have read the statement regarding the responsibilities of this Commission, Advisory Board, Committee, and should I be appointed, I will be able and willing to devote the necessary time to perform the required duties.

Richard E.T. Sadowski
(Signature)

2-13-14
(Date)

All appointees to a City Commission, Advisory Board, or Committee will be required, in accordance with State law to file a "Statement of Economic Interest Form 700" which remains available for public inspection.

Application Deadline: Friday, February 28, 2014

Interviews are anticipated to be held the week of March 10 - 14, 2014 with the exact date to be made available as soon as possible.

Applicants should be present in order to be interviewed by the City Council.

February 14, 2014

Application for Morro Bay Planning Commission February 2014

I am respectfully requesting the Morro Bay City Council to consider me for appointment to the Morro Bay Planning Commission. I feel that my education, experience and volunteer work qualify me for this position. My educational background includes a Bachelor of Science Degree in Mechanical Engineering and a Grade 4 Wastewater Collections System Certification.

My experience includes building custom homes in San Luis Obispo County, where i had to interface with SLO County Building and Planning staff. Later I was hired as the lead contractor on the construction of the Cliff House at Ragged Point Inn and Resort.

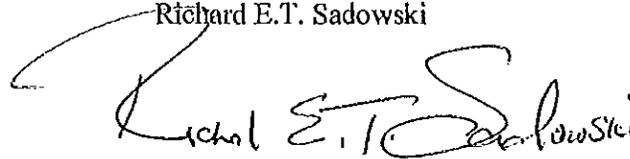
In addition to my experience working with local agencies, i also have coordinated with state agencies like the California Coastal Commission, on issues related to public works projects and setting permit conditions.

I have completed courses on NPDES Permit Programs, Law of Easements in California and Water Rights Sales and Transfers in California to name a few. Based on my experience and education, i feel that i will bring a balanced approach to the Morro Bay Planning Commission.

Thank You for your time and consideration.

Respectfully,

Richard E.T. Sadowski

A handwritten signature in black ink, appearing to read "Richard E.T. Sadowski". The signature is written in a cursive style with a large, sweeping initial "R".



AGENDA NO: B-1

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and City Council

DATE: April 14, 2014

FROM: Cindy Jacinth, Associate Planner

SUBJECT: Introduction and First Reading of Ordinance 585; Amendments to Title 17 - Zoning Text Amendment (#A00-013) Amending Secondary Unit Ordinance

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Re-open the public hearing and receive testimony; and
- 2) Accept the Planning Commission recommendation to adopt the proposed Ordinance amendment that would allow for modification to Title 17; and
- 3) Move to waive reading of Ordinance 585 in its entirety and introduce for first reading by number and title only; and
- 4) Direct staff to submit a Local Coastal Program (LCP) amendment to Coastal Commission.

ALTERNATIVES

- 1) Make modifications to Ordinance 585 and adopt as modified with direction to staff to submit as an LCP Amendment for certification by Coastal Commission after 2nd reading adoption.
- 2) Reject Ordinance 585 thereby maintaining existing Secondary Unit regulations at MBMC 17.48.320.
- 3) Direct staff to submit Ordinance 576 as an LCP Amendment for certification by Coastal Commission.
- 4) Direct staff to submit Ordinance 507 as an LCP Amendment for certification by Coastal Commission.

FISCAL IMPACT

The proposed amendments will have negligible effect on City finances.

INTRODUCTION

At the February 11, 2014 City Council meeting, staff brought forward Planning Commission recommendations for modifications to the Secondary Unit Ordinance as Zoning Text Amendment A00-013, amending Title 17 of the Morro Bay Municipal Code (MBMC) including Section 17.48.320. City Council voted to accept Planning Commission recommendations and directed staff to bring back the revised Ordinance. Staff has

Prepared By: CJ

Dept Review: RL/WM

City Manager Review: _____

City Attorney Review: _____

incorporated the modification and is presenting Ordinance 585 for Introduction and First Reading. As part of the City's Local Coastal Program (LCP), Ordinance 585, which would amend the Zoning Ordinance, Title 17 of the Municipal Code, will require certification by the California Coastal Commission.

DISCUSSION

Ordinance 576, as adopted in 2012, eliminated the requirement for a conditional use permit on proposed second units greater than 900 square feet. Planning Commission is recommending the requirement for a conditional use permit apply to proposed second units greater than 900 square feet, up to a maximum square footage of 1200 square feet. The Commission is also recommending for any proposed second unit that would require two parking spaces, tandem parking only be allowed subject to a conditional use permit.

At the February 11, 2014, meeting, City Council accepted the recommendations forwarded by Planning Commission to make certain modifications to Ordinance 576 consistent with Government Code Section 65852.2, requiring cities to establish standards to allow for ministerial secondary dwelling units, as well as provide an option to build a secondary dwelling unit or guest house in all zones that permit single-family dwellings.

The secondary unit modifications adopted by Ordinance 576 along with the Planning Commission recommendations are presented in Ordinance 585. The purpose of this ordinance is to comply with the amendments made in 2002 to State Law Section 65852.2 which requires cities to set standards for the development of secondary dwelling units with ministerial review in an effort to increase supply of small, affordable housing units while ensuring that those units remain compatible with the existing neighborhood. The previous ordinances adopted by City Council, Ordinance 507 and Ordinance 576, were not certified by Coastal Commission for inclusion into the City's Local Coastal Program. As such, Ordinance 585 represents changes to the City's existing secondary unit regulation as previously certified through our Local Coastal Program. A copy of the proposed secondary unit changes has been preliminarily forwarded to Coastal Commission staff with no substantive comment. Ordinance 585, if adopted, would be incorporated into a LCP amendment for Coastal Commission certification.

AMENDMENTS

The proposed amendments would make modifications to the following sections of the City's secondary unit regulations: Title 17.12 Definitions, Title 17.24 Zoning District tables, Title 17.48.315 Guesthouses, and Title 17.48.320 Secondary Dwelling Units.

The proposed Ordinance 585 includes the content of Ordinance 576 and recommendations made by Planning Commission in 2013. Ordinance 585 does not prescribe minimum size standards for secondary units. The State Department of Housing and Community Development (HCD) does not require that a community adopt a minimum size except that they may not preclude at least an efficiency unit to be constructed in compliance with local development standards pursuant to Section 17958.1 of the Health & Safety Code.

The proposed section 17.48.320.B is "Lot Coverage. Maximum lot coverage allowed for the District that they are located in." Feedback received from Coastal Commission staff included

modifying this sentence to increase clarity. Staff is recommending the sentence be grammatically modified to state “***Lot Coverage. Maximum lot coverage shall be as allowed for the Zoning District in which they are located.***”

The proposed modifications to 17.48.320.F specify “Compliance with Title 14...Title 14 of the Morro Bay Municipal Code in addition to the applicable requirements for height, setback, lot coverage, etc. pursuant to the provisions of Chapter 17.24.” For purposes of clarity and understanding, staff recommends the paragraph title be revised to state “***Compliance with Title 14 and applicable provisions of Title 17.***” Alternatively, the requirement to comply with “applicable requirements for height, setback, lot coverage, etc. could be moved from subparagraph F to subparagraph B if the Council so desires.

ENVIRONMENTAL DETERMINATION

A Negative Declaration was prepared for the project as there were no environmental impacts associated with the project. The environmental document was posted for review and comment for a thirty day period that concluded on November 29, 2011. The State Clearing House number is 2011101073.

PUBLIC NOTICE:

Notice of this item was published in the San Luis Obispo Tribune newspaper on March 14, 2014 as a 1/8 page notice meeting the legal requirements for projects affecting over 1,000 property owners. This item was continued by City Council at the March 25, 2014 meeting to the April 8, 2014 meeting and continued again to the April 22, 2014 meeting in order to allow time for preliminary feedback from Coastal Commission staff.

CONCLUSION:

California Government Code Section 65852 seeks to address the issue of affordable housing, making secondary units (also known colloquially as “granny units”) easier to permit, as well as to allow them to be permitted as ministerial actions and without a public hearing. However, because Morro Bay is located in the Coastal Zone, the Government Code goes on to state: “Nothing in Government Code Sections 65852.2 or 65852.150 shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act except that the local government shall not be required to hold public hearings for coastal development permit applications for second units.” (Government Code subsection 65852.2(j).) Noticing for interested parties and those properties within 100 feet of the second unit property will be required.

Staff recommends introduction and first reading of Ordinance 585, which thereby would approve Zoning Text Amendment A00-013 with direction to staff to forward an LCP amendment to the California Coastal Commission.

ATTACHMENTS

- 1— Ordinance No. 585 with Exhibit “A” and Revised Zoning District tables
- 2— Ordinance No. 576 as adopted by Council on March 27, 2012, with Exhibit “A”
- 3— Ordinance No. 507 as adopted by Council on May 9, 2005 with Exhibit “A”

Link to February 11, 2014 City Council staff report

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/2039>

Links to earlier meeting minutes:

City Council 2/11/14 Minutes, Agenda Item B-1:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/2057>

City Council 3/22/11 Minutes, Agenda Item D-1:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/1242>

Planning Commission 12/7/11 Minutes, Agenda Item B-4:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/1468>

Planning Commission 1/4/12 Minutes, Agenda Item B-1:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/1493>

City Council Meeting 2/14/12 Minutes, Agenda Item B-2:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/1500>

City Council Meeting 3/13/12 Minutes, Agenda Item B-1:

<http://morro-bay.ca.us/ArchiveCenter/ViewFile/Item/1537>

ORDINANCE NO. 585

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ANNOUNCING FINDINGS AND ADOPTING AMENDMENTS TO TITLE 17
OF THE MUNICIPAL CODE TO ESTABLISH PROVISIONS FOR MINISTERIAL
REVIEW OF SECONDARY DWELLING UNITS AND GUESTHOUSES IN ALL ZONES
WHERE SINGLE-FAMILY HOMES ARE A PERMITTED USE**

THE CITY COUNCIL
City of Morro Bay, California

Case No. A00-013 (Local Coastal Plan/Zoning Ordinance Amendment)

WHEREAS, it is the purpose of the Zoning Ordinance of the City of Morro Bay to establish a precise and detailed plan for the use of land in the City based on the General Plan; and

WHEREAS, it is important to have clear, consistent, and easy to use and interpret regulations within the Zoning Ordinance; and

WHEREAS, California Government Code §65852.2 requires cities to establish standards to allow for ministerial secondary dwelling units so as to increase the supply of smaller, affordable housing while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the proposed amendments meet the intent of State Law by providing for an option to build a secondary dwelling unit or guest house in all zones that permit single family dwellings and have no more than one single family home existing on the property; and

WHEREAS, on December 7, 2011, after a duly noticed PUBLIC HEARING, the Planning Commission of the City of Morro Bay did forward a recommendation, by adoption of Planning Commission Resolution No. 01-11 that the City Council amend Title 17 (Zoning Ordinance) to comply with the Government Code §65852.2; and

WHEREAS, on March 13, 2012, the City Council of the City of Morro Bay did hold a duly noticed PUBLIC HEARING to consider the amendment regulating Secondary Units and Guesthouses as contained in Ordinance 576; and

WHEREAS, on October 16, 2013, the Planning Commission of the City of Morro Bay, after a duly noticed PUBLIC HEARING, did reconsider zoning code amendments in Ordinance

576 and did forward a recommendation by motion the City Council amend Title 17 (Zoning Ordinance) to comply with the Government Code §65852.2; and

WHEREAS, on April 22, 2014, the City Council of the City of Morro Bay did hold a duly noticed PUBLIC HEARING to consider the amendment regulating Secondary Units and Guesthouses as contained in attached Exhibit “A;” and

WHEREAS, the City Council finds a Negative Declaration was prepared to evaluate the environmental impacts of this Ordinance, and determined no significant impacts would result from the adoption of this Ordinances; and

WHEREAS, following the PUBLIC HEARING, and upon consideration of the testimony of all persons, both written and oral, the City Council accepted the Planning Commission recommendation and approved the amendment.

NOW, THEREFORE, the City Council of the City of Morro Bay does ordain, as follows:

SECTION 1: The City Council finds:

1. The above recitations are true and correct and constitute the findings of the Council in this matter.
2. The Zoning Ordinance Amendment proposal is consistent with the Government Code §65852.2 and includes similar language, which was previously in effect.
3. The previous amendments to the City’s Zoning Ordinance, adopted by Ordinance 576, did not reflect the values of the community.
4. The proposed Zoning Ordinance Amendments will not be injurious or detrimental to the health, safety, comfort, general welfare or well-being of the persons residing or working in the neighborhood.
5. The proposed amendment is in general conformance with the City’s General Plan and Local Coastal Plan.
6. The Local Coastal Program Implementation Program (Zoning Ordinance) Amendments are in compliance with the intent, objectives, and all applicable policies and provisions of the California Coastal Act; and
7. Pursuant to Morro Bay Municipal Code Section 17.64.080, no amendment to Title 17 shall be legally effective in the coastal zone until the amendment is certified by the

Coastal Commission. If the Coastal Commission certifies this Ordinance conditioned on substantive changes being made, then the Council will introduce and adopt another ordinance to incorporate those substantive changes. If the Coastal Commission certifies this Ordinance conditioned on non-substantive changes being made to this Ordinance, then the City Clerk is authorized to amend this Ordinance to reflect those non-substantive changes.

SECTION 2: The City Council hereby repeals Ordinance 507 and Ordinance 576.

SECTION 3: Based upon all the foregoing, Title 17 of Morro Bay Municipal Code (Zoning Ordinance) is amended as contained in Exhibit “A,” attached hereto and made a part of this Ordinance:

INTRODUCED at the regular meeting of the City Council held on the 22nd day of April 2014, by motion of _____ and seconded by _____.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Morro Bay, on the ____ day of _____, _____ by the following vote to wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST:

Jamie L. Irons, Mayor
City of Morro Bay

Jamie Boucher, City Clerk
City of Morro Bay

APPROVED AS TO FORM:

Joseph W. Pannone
City Attorney

EXHIBIT A

The changes to the City's secondary dwelling unit ordinance (Title 17), and Local Coastal Program are shown in underline for additions, while ~~strikethrough~~ indicates deletions. **Bold** represents Planning Commission recommendations made at their October 16, 2013 meeting.

CHAPTER 17.12 DEFINITIONS

Delete Section 17.12.295, definition for "Granny Unit", and replace with:

~~17.12.295~~ ~~GRANNY UNIT~~

~~"Granny Unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons (accessory to a single family residence in specific zones permitting such use). It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single family dwelling.~~

17.12.295 Secondary Dwelling Unit.

"Secondary dwelling unit" means an attached, ~~or~~ detached or located within the residential dwelling unit, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling. This term also means "second unit" for the purposes of Sections 65852.150 and 65852.2 of the California Government Code.

(*In general, replace all references in the Zoning Ordinance to "granny unit" with "secondary dwelling unit". This includes references in Chapter 17.44, Parking and Chapter 17.24, Primary Districts (discussed below).)

CHAPTER 17.24 PRIMARY DISTRICTS

The following changes apply to areas zoned for single-family and multi-family use, including the AG, RA, R-1, R-2, R-3, R-4, and CRR districts.

- Allow, by-right, secondary dwelling units that meet the applicable standards in Section **17.48.320**
- Delete references to "granny unit".

17.48.315 GUESTHOUSES/QUARTERS AND ACCESSORY LIVING AREAS

Where provided by this Title, guesthouses/quarters and habitable structures for accessory living area may be permitted in conjunction with a dwelling unit, subject to these further requirements:

A. Guesthouse Restrictions

A guesthouse shall not contain more than six hundred forty (640) square feet of habitable floor area containing not more than one bedroom and bathroom nor shall it exceed thirty (30) percent of the floor area of the main residence, and no cooking or food preparation or food storage facilities shall be provided.

B. Use Permit Requirements

~~A guesthouse may be permitted only after obtaining a Minor Use Permit pursuant to Chapter 17.60. In all cases, the Director shall require the recordation of a deed restriction limiting the use to guest purposes only and prohibiting its rental or occupation as a second unit. Such deed restriction shall be subject to the approval of the City Attorney. (Ord. 288 Exh. B (part), 1986; Ord. 263 § 1 (part), 1984)~~

B. Location. Guesthouses may be established on any lot in any R or AG district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a guesthouse. Only one-guesthouse or second unit is permitted per one primary single-family dwelling on the same lot.

17.48.320 GRANNY SECONDARY UNITS

The purpose of this Section is to provide affordable low- and moderate-income housing. ~~Pursuant to Government Code Section 65852.2, in zones where designated, a permit may be granted allowing a granny second unit on lots where there is one single-family residence, subject to the following provisions: The following supplemental regulations are intended to comply with Government Code Sections 65852.150 and 65852.2 on second units and implement the General Plan, by allowing second units in all R districts subject to the following requirements. Nothing in Government Code Sections 65852.2 or 65852.150 shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act except that the local government shall not be required to hold public hearings for coastal development permit applications for second units.” (Government Code Subsection 65852.2(j).) Noticing for interested parties and those properties within 100 feet of a secondary unit property will be required. Approvals of second units in the appealable zone will continue to be appealable to the Coastal Commission.~~

A. Minor Use Permit and Deed Restriction Required

~~A granny second unit may be permitted only after obtaining a Minor Use Permit pursuant to Chapter 17.60. A deed restriction in a form approved by the City Attorney shall be recorded limiting the use of said real property to residential purposes only.~~

A.B. Location

Said unit may be located, as an accessory use, on any lot zoned for single-family or multi-family uses in accordance with the District Tables in Chapter 17.24 where a primary residential use has been previously established or proposed to be established in conjunction with said unit. Only one second unit or one guesthouse is permitted per one primary single-family dwelling on the same lot.

B.C. Lot Coverage

Maximum lot coverage allowed for the District that they are located in.

C.D. Design

~~Said unit shall be consistent with the architectural style of the main residence and the neighborhood, and shall be located on the same lot as the primary residence.~~
The unit shall be consistent and/or reasonably compatible with the architectural style of the main residence and the neighborhood, and shall be located on the same lot as the primary residence.

D.E. Size

~~The total floor area, not including a garage, for a granny second unit shall not exceed 1,200 square feet. The total floor area, not including a garage, for a detached secondary unit shall not exceed 900 square feet as per State guidelines, except as provided below. The increased floor area of an attached second unit shall not exceed 30 percent of the existing living area. Up to 1,200 square feet may be allowed with a Conditional Use Permit pursuant to Chapter 17.60.~~

E. Parking

A minimum of one additional parking space per bedroom, not to exceed two spaces, shall be provided. ~~The parking spaces can be open and uncovered, however may not be in tandem with the required parking of the principal dwelling unit but can be located in setback areas and in tandem if both spaces are for the secondary unit and where more than one space is required for a secondary unit, tandem spaces shall only be allowed with a Conditional Use Permit pursuant to Chapter 17.60.~~ The principal dwelling unit must conform to the parking requirements of Chapter 17.44 "Off-Street Parking and Loading." Off-street parking shall be permitted in setback areas or through tandem parking, unless the following specific findings are made:

- ~~1. That parking in setback areas or tandem parking is not feasible based upon specific site topography constraints or adverse fire and life safety conditions, or~~
- ~~2. That it is not permitted anywhere else in the City.~~

~~F. Parking. One additional parking space shall be provided for each second unit with one bedroom and two additional parking spaces shall be provided for units with two or more bedrooms. (not including bathrooms and kitchens). The parking first space must be covered while the second space can be open and uncovered, however neither may be in tandem with required parking of the principal dwelling unit or secondary unit, and cannot be located in the front or street side setback area. The principal dwelling unit must conform to the parking requirements of Chapter 17.244: Off Street Parking and Loading.~~

~~G. — Water Equivalencies and Other Public Facilities~~

~~The developer shall obtain and/or pay for all applicable water equivalency and other public facility improvements at the standard set for an apartment unit prior to issuance of a building permit, but will not be subject to a residential unit allocation under the provisions of Measure F.~~

F. Compliance with Title 14

A secondary unit shall be in conformance with all applicable provisions of Title 14 of the Morro Bay Municipal Code in addition to the applicable requirements for height, setback, lot coverage, etc. pursuant to the provisions of Chapter 17.24.

17.24.020 Agricultural (AG) District Table

Unless otherwise designated, the following uses, or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage
<p>Principle Permitted Uses: The following uses are permitted in the AG zone: crop farming; viticulture; livestock farming and grazing; accessory uses and buildings including but not limited to barns, corrals and storehouses, which are normally incidental to other permitted uses; equestrian boarding facilities for not more than four horses.</p>	No	25 ft.	<p>General: 20 acres</p> <p>Between Little Morro Creek Rd. & Morro Creek: 40 acres or pursuant to 17.24.020.B.4</p>	<p>General: 20 acres</p> <p>Between Little Morro Creek Rd. & Morro Creek: 40 acres</p>	25 ft.	25 ft.	25 ft.	25 ft.	NA	5%
One single-family residence				1/ Lot	<p>Corral, barns & other animal enclosures: 75 ft. from dwelling (see 17.16.050)</p>					2%
<p>Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u></p>				<p>Minor Use Permit *No</p>						
Temporary produce stand										
<p>Conditionally Permitted Uses: The following may be permitted in the AG zone subject to a Conditional Use Permit: farm labor quarters; public coastal accessways; greenhouse and nurseries; other uses per the land use plan of Section 17.24.020.B if the appropriate findings are made by the Planning Commission.</p>	Yes									

17.24.030 Suburban Residential (RA) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage
Single-family dwelling.	No	25 ft. (no wall may exceed 30 ft.)	20,000 sq. ft.	20,000 sq. ft.	20 ft.	10 ft garage entrance 20ft..	10% of ave. with 10 ft maximum requirement	20% of the depth of the lot with 20 ft. maximum	35% minimum permeable surface	45%
Crop and tree farming: viticulture; farming and if one acre or more grazing, of not more than two (2) cattle or horses per acre or not more than four (4) sheep or goats per acre.	No	25 ft. (no wall may exceed 30 ft.)	20,000 sq. ft.	20,000 sq. ft.	Refer to Chapter 7.16 for animal keeping setbacks				35% minimum permeable surface	45%
Rabbit and chicken ranching involving not more than twelve (12) animals										
Expressly prohibited: commercial dairies and kennels;										
Accessory uses and buildings normally incidental to other permitted uses but not including commercial uses, and located in accordance with Title 7; home occupations										
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u>	Minor Use-Permit <u>*No</u>	25 ft. (no wall may exceed 30 ft.)	N/A	1 per lot in conjunction	20 ft.	10 ft.	10 %	20%	35% minimum permeable surface	45%
Temporary Produce Stands	Yes	25 ft. (no wall may exceed 30 ft.)	10 acres				10 % of ave. width with 10 ft. maximum requirement	20% of the depth of the lot with 20 ft. maximum	35% minimum permeable surface	45%
Additional Residences for Agricultural Employees										
Equestrian Boarding					Not permitted within 100' of residential structure or adjacent residentially zoned property					
Special Use Permits pursuant to 17.30	Yes	Per CUP								
Antennas and Wireless										

17.24.040 Single family Residential (R-1) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage
One single-family dwelling	No	25 ft. (No wall may exceed 30 ft.)	Refer to subdivision regulations for sizes for new lots	1/lot or pursuant to Section 17.24.040	20 ft.	20% of ave. width of lot with 10 ft. maximum and 5 ft. minimum	10% of ave. width of lot with 5 ft. maximum and 3 ft. minimum	10% if ave. depth of lot with 10 ft. maximum and 6 ft minimum	N/A	45%
Home occupations: structures and uses (include. home oc.) normally incidental to primary use			N/A	1 unit per lot in conjunction with a primary unit	20 ft.	20% of ave.	10% of ave.	10% of ave.	N/A	45%
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u>	Minor Use Permit <u>*No</u>		1 per CUP	5,000 sq. ft. or per overlay zone					Plan required 20% min. permeable surface area	
Community housing project	Yes									
Special Use Permits pursuant to 17.30	Yes PER CUP									

17.24.050 Duplex Residential (R-2) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage		
All principally permitted uses in the R-1 district.	No	25 ft.	Refer to Subdivision regulations for sizes for new lots	2,900 sq. ft.	20 ft.	20% of ave. width of lot with 10 ft. maximum and 5 ft. minimum Garage entrance 20ft.	10% of ave. width of lot with 5 ft. maximum and 3 ft. minimum	5 ft.	N/A	50 %		
Duplexes (single structure); second single family dwellings												
Home occupations; structures and uses normally incidental to primary use												
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u>	Minor Use Permit <u>*No</u>	25 ft.			20 ft.	20% of ave. width of lot	10% of ave. width of lot	5 ft.	N/A	50 %		
Apartment units/Bed and Breakfast	Yes								Plan required 15%			
Community Housing projects			10,000 sq. ft.									
Mobile home parks and other permitted uses as stated in Section 17.40.060			2 acres									
Parking lots-only to serve residential uses			Per CUP	N/A								
Special Use Permits pursuant to 17.30	Yes		Per	CUP								

17.24.060 Multiple Family Residential (R-3) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage			
All principally permitted uses in the R-1 and R-2 districts.	No	25 ft.	Refer to Subdivision Regulations for sizes for new lots	2,175 sq. ft.	15 ft.	20% of ave. width of lot with 10 ft. maximum and 5 ft. minimum Garage entrance 20ft.	5 ft.	5 ft. except where abuts an R-1 or R-2 zone, in which case the R-1 criteria applies	N/A	60%			
Home occupations: structures and uses normally incidental to primary use	No	25 ft.		2,900 sq. ft.	Garage entrance 20 ft.				15 ft.	20% of ave. width of lot	5 ft. except where abuts an R-1	Plan required 15% minimum permeable surface	60%
Apartment units					Plan required 15% minimum permeable surface								
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u>	Minor Use Permit <u>*No</u>	25 ft.	2,900 sq. ft.	2,900 sq. ft.	15 ft.	20% of ave. width of lot	5 ft.	5 ft. except where abuts an R-1	N/A	60%			
Rooming and boarding house: bed and breakfast establishment	Yes	25 ft.	Refer to Subdivision Regulations for sizes for new lots	2,900 sq. ft.	15 ft.	20% of ave. width of lot	5 ft.	5 ft. except where abuts an R-1	N/A	60%			
Community Housing project				6,000 sq.ft.									
Parking Lot				3 acres							N/A		
Mobile home park				3 acres							2,900 sq. ft.		
Special Use Permits pursuant to 17.30	Yes		Per	CUP									

17.24.070 Multiple Residential (R-4) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage
All principally permitted uses listed in the R-1, R-2, and R-3 districts.	No	30 ft.	Refer to Subdivision	1,800 sq. ft.	15 ft./ Garage entrance 20 ft.	20% of ave. width of lot with 15 ft. maximum and 10 ft. minimum Garage entrance 20 ft.	5 ft.	5 ft. except where abuts an R-1 or R-2 zone, in which case the R-1 criteria applies	N/A	60%
Home occupations; structures and uses normally incidental to primary uses	Minor Use Permit *No	30 ft.	Regulations for sizes for new lots	1 unit per lot in conjunction with a primary unit	15 ft./ Garage entrance 20 ft.	20% of ave. width of lot with 15 ft. maximum and 10 ft. minimum Garage entrance 20 ft.	5 ft.	5 ft. except where abuts an R-1 or R-2 zone, in which case the R-1 criteria applies	Plans required N/A	60%
Apartment units										
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations or Secondary Unit pursuant to 17.48.320 regulations.</u>										
Community housing project	Yes	30 ft.	6,000 sq. ft.	750 sq. ft.	15 ft./ Garage entrance 20 ft.	20% of ave. width of lot with 15 ft. maximum and 10 ft. minimum Garage entrance 20 ft.	5 ft.	5 ft. except where abuts an R-1 or R-2 zone, in which case the R-1 criteria applies	permeable surface	60%
Rest home; rooming and boarding houses										
Hotel and Motel; Bed and Breakfast establishment										
Mobile Home Park										
Commercial uses and services, including but not limited to newsstands, gifts and notions, coffee shops, self service laundries, and bike rental, which are normally incidental to hotels, motels and mobile home parks, if such uses are provided without direct access to a public street										
Parking lots										
Professional, governmental and general business offices which do not engage in retail sales on the premises										
Special Use Permits pursuant to 17.30	Yes		Per	CUP						

17.24.080 Coastal Resource Residential (CRR) District Table

Unless otherwise designated, the following uses or other uses which are found to be similar and consistent with the General Plan and Local Coastal Plan may be allowed with the appropriate permits and licenses.	Conditional Use Permit Required.	Maximum Building Height	Minimum Building Site Area	Minimum Lot Area Per Unit	Minimum Front Yard Setback	Minimum Side Yard Setback (Exterior Yard)	Minimum Side Yard Setback (Interior Yard)	Minimum Rear Yard Setback	Landscaping	Maximum Lot Coverage
One single-family dwelling Structures and uses normally incidental to the primary use; home occupation	No	14 ft./ 25 ft. (refer to special standards)	20,000 sq. ft. If cluster development 6,000 sq. ft. interior & 7,000 sq. ft. corner. (Refer to Cluster Requirements)	1 unit per lot	20 ft. (In addition garage shall be 20 ft. from sidewalk).	10 ft.	10% of the width of the lot with 6 ft minimum	10 ft. from property lines and from designated view corridor lines.		30% If clustered: Refer to Cluster Requirements
Guest house (no kitchen) <u>*pursuant to 17.48.315 regulations.</u>	Minor Use Permit <u>*No</u>								Plan required	
Granny <u>Secondary dwelling units</u> are specifically prohibited.		14 ft./ 25 ft. (refer to special standards)		1 unit per lot in conjunction with a primary unit on the same lot	20 ft. (In addition garage shall be 20 ft. from sidewalk).	10 ft.	10% of the width of the lot with 6 ft minimum	10 ft. from property lines and from designated view corridor lines.		30% If clustered: Refer to Cluster Requirements

ORDINANCE NO. 576

**AN ORDINANCE OF THE CITY OF MORRO BAY
ANNOUNCING FINDINGS AND ADOPTING AMENDMENTS TO TITLE 17 OF THE
MUNICIPAL CODE TO ESTABLISH PROVISIONS FOR MINISTERIAL REVIEW OF
SECONDARY DWELLING UNITS AND GUESTHOUSES IN ALL ZONES WHERE
SINGLE FAMILY HOMES ARE A PERMITTED USE.**

THE CITY COUNCIL
City of Morro Bay, California

Case No. A00-013 (Local Coastal Plan/Zoning Ordinance Amendment)

WHEREAS, it is the purpose of the Zoning Ordinance of the City of Morro Bay to establish a precise and detailed plan for the use of land in the City based on the General Plan; and

WHEREAS, California State Law §65852.2 requires Cities to establish standards to allow for ministerial secondary dwelling units so as to increase the supply of smaller, affordable housing while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the proposed amendments meet the intent of the State Law by providing for an option to build a secondary dwelling unit or guest house in all zones that permit single family dwellings and have no more than one single family home existing on the property; and

WHEREAS, it is important to have clear, consistent, easy to use regulations within the Zoning Ordinance; and

WHEREAS, the Planning Commission of the City of Morro Bay, on December 7, 2011 after a duly noticed PUBLIC HEARING, did forward a recommendation, by adoption of Planning Commission Resolution No. 01-11 that the City Council amend Title 17 (Zoning Ordinance) to comply with the State legislation (AB 1866) as contained in attached Exhibit "A"; and

WHEREAS, on the 13th day of March 2012, the City Council of the City of Morro Bay did hold a duly noticed PUBLIC HEARING to consider the amendment regulating Secondary Unit and Guesthouse as contained in attached Exhibit "A" and

WHEREAS, the City Council finds that a Negative Declaration was prepared to evaluate the environmental impacts of the proposed Ordinance amendments, and determined that no significant impacts would result from the adoption of these amendments; and

ATTACHMENT 2 FOR 4-22-14 STAFF REPORT - ORDINANCE 576

WHEREAS, following the PUBLIC HEARING, and upon consideration of the testimony of all persons, both written and oral, the City Council accepted the Planning Commission recommendation and approved the amendment based on the following findings:

1. The Zoning Ordinance Amendment proposal is consistent with the State Statute AB 1866 and includes similar language, which was previously in effect.
2. The proposed Zoning Ordinance Amendments will not be injurious or detrimental to the health, safety, comfort, general welfare or well-being of the persons residing or working in the neighborhood.
3. That the proposed amendment is in general conformance with the City's General Plan and Local Coastal Plan.

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

SECTION 1: Title 17 of Morro Bay Municipal Code (Zoning Ordinance) is amended as contained in Exhibit "A", attached hereto and made a part of this Ordinance:

SECTION 2: To implement the amendment adopted herein, the City Council of the City of Morro Bay, California, hereby directs as follows:

1. That the above recitations are true and correct and constitute the findings of the Council in this matter; and
2. The City Council of the City of Morro Bay hereby finds that the Local Coastal Program Implementation Program (Zoning Ordinance) Amendments are in compliance with the intent, objectives, and all applicable policies and provisions of the California Coastal Act; and
3. Pursuant to Section 17.64.080 no amendment to Title 17 shall be legally effective in the coastal zone until the amendment is certified by the Coastal Commission.

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

SECTION 4: This Ordinance amending the Zoning Code shall not become effective until final certification by the California Coastal Commission. Within fifteen (15) days after adoption by

ATTACHMENT 2 FOR 4-22-14 STAFF REPORT - ORDINANCE 576

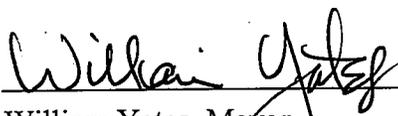
the City Council, the Ordinance shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City.

INTRODUCED at the regular meeting of the City Council held on the 13th day of March 2012, by motion of Councilmember Borchard and seconded by Councilmember Johnson.

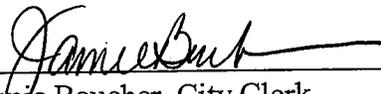
PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Morro Bay, on the 27th day of March 2012 by the following vote to wit:

AYES:	Borchard, Johnson, Leage, Yates
NOES:	Smukler
ABSTAIN:	None
ABSENT:	None

ATTEST:



William Yates, Mayor
City of Morro Bay



Jamie Boucher, City Clerk
City of Morro Bay

APPROVED AS TO FORM:



ROBERT W. SCHULTZ, Esq.
City Attorney

EXHIBIT "A"

17.48.320 SECONDARY UNITS

The purpose of this Section is to provide affordable low- and moderate-income housing. The following supplemental regulations are intended to comply with government Code Sections 65852.150 and 65852.2 on second units and implement the general plan, by allowing second units in all R districts subject to the following requirements. Nothing in Government Code Sections 65852.2 or 65852.150 shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act except that the local government shall not be required to hold public hearings for coastal development permit applications for second units." (Government Code Section 65852.2(j)) Noticing for interested parties and those properties within 100 feet of the second unit property will be required. Approvals of second units in the appealable zone will continue to be appealable to the Coastal Commission.

A. Location

Said unit may be located, as an accessory use, on any lot zoned for single-family or multi-family uses in accordance with the District Tables in Chapter 17.24 where a primary residential use has been previously established or proposed to be established in conjunction with said unit. Only one-second unit or one guesthouse is permitted per one primary single family dwelling on the same lot:

B. Lot Coverage

Maximum lot coverage allowed for the District that they are located in.

C. Design

Said unit shall be consistent and/or reasonably compatible with the architectural style of the main residence and the neighborhood, and shall be located on the same lot as the primary residence.

D. Size

The total floor area, not including a garage, for a detached secondary unit shall not exceed 1,200 square feet as per State guidelines. The increased floor area of an attached second unit shall not exceed 30 percent of the existing living area.

E. Parking

A minimum of one additional parking space per bedroom, not to exceed two spaces, shall be provided. The parking space can be open and uncovered, however may not be in tandem with the required parking of the principal dwelling unit but can be located in setbacks areas and in tandem if both spaces are for the secondary unit. The principal dwelling unit must conform to the parking requirements of Chapter 17.44 "Off-Street Parking and Loading:"

F. Compliance with Title 14

A secondary unit shall be in conformance with all applicable provisions of Title 14 of the Morro Bay Municipal Code in addition to the applicable requirements for height, setback, lot coverage, etc. pursuant to the provisions of Chapter 17.24.

17.12.545 Secondary Dwelling Unit.

“Secondary dwelling unit” means an attached or detached residential dwelling unit, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling. This term also means “second unit” for the purposes of Sections 65852.150 and 65852.2 of the California Government Code.

17.44.020.C. e.iii. Secondary Dwelling Unit. In accordance with the provision of Section 1748.320(E) of this title.

17.48.315 GUESTHOUSES/QUARTERS AND ACCESSORY LIVING AREAS

Where provided by this Title, guesthouses/quarters and habitable structures for accessory living area may be permitted in conjunction with a dwelling unit, subject to these further requirements:

A. Guesthouse Restrictions

A guesthouse shall not contain more than six hundred forty (640) square feet of habitable floor area containing not more than one bedroom and bathroom nor shall it exceed thirty (30) percent of the floor area of the main residence, and no cooking or food preparation or food storage facilities shall be provided.

B. Location.

Guesthouses may be established on any lot in any R or AG district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a guesthouse. Only one-guesthouse or second unit is permitted per one primary single-family dwelling on the same lot.

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

ORDINANCE NO. 507

AN ORDINANCE OF THE CITY OF MORRO BAY ANNOUNCING FINDINGS AND ADOPTING AMENDMENTS TO TITLE 17 OF THE MUNICIPAL CODE TO ESTABLISH PROVISIONS FOR MINISTERIAL REVIEW OF SECONDARY DWELLING UNITS AND GUESTHOUSES IN ALL ZONES WHERE SINGLE FAMILY HOMES ARE A PERMITTED USE.

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

Case No. LCP/ZOA 006

WHEREAS, on February 14, 2005, the City Council of the City of Morro Bay conducted a public hearing and established a 45-day moratorium on second dwelling units to allow the City time to develop and initiate amendments to the Municipal Code that would provide more effective standards for second dwelling units; and

WHEREAS, it is the purpose of the Zoning Ordinance of the City of Morro Bay is to establish a precise and detailed plan for the use of land in the City based on the General Plan; and

WHEREAS, California State Law §65852.2 requires City's to establish standards to allow for ministerial secondary dwelling units so as to increase the supply of smaller, affordable housing while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the proposed amendments meet the intent of the State Law by providing for an option to build a small, secondary dwelling unit or guest house in all zones that permit single family dwellings and have no more than one single family home existing on the property; and

WHEREAS, the proposed amendments provide for the approval of small secondary units ministerially, but do not prohibit the construction of larger discretionary secondary dwelling units as may be provided for in the zoning of the property; and

WHEREAS, it is important to have clear, consistent, easy to use and interpret regulations within the Zoning Ordinance; and

WHEREAS, the Planning Commission of the City of Morro Bay, on February 21, 2005 and March 7, 2005 after duly noticed PUBLIC HEARINGS, did forward a recommendation, by adoption of Planning Commission Resolution No. 01-05 that the City Council amend Title 17 (Zoning Ordinance) to comply with the State legislation (AB 1866) as contained in attached Exhibit "A"; and

WHEREAS, on April 11, 25 and May 9, 2005, the City Council of the City of Morro Bay did hold duly noticed PUBLIC HEARINGS to consider the amendment regulating Secondary Unit and Guesthouse as contained in attached Exhibit "A"; and

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

Ordinance No. 507

Page Two

WHEREAS, the City Council finds that Negative Declaration was prepared to evaluate the environmental impacts of the proposed ordinance amendments, and determined that no significant impacts would result from the adoption of these amendments; and

WHEREAS, following the PUBLIC HEARING, and upon consideration of the testimony of all persons, both written and oral, the City Council accepted the Planning Commission recommendation and approved the amendment based on the following findings:

1. Certain neighborhoods in the City are impacted by the lack of available off-street parking for vehicles, and the provision of additional on-site parking would help to alleviate this problem.
2. The Zoning Ordinance Amendment proposal is consistent with the State Statute AB 1866 and includes similar language, which was previously in effect.
3. The proposed Zoning Ordinance Amendments will not be injurious or detrimental to the health, safety, comfort, general welfare or well being of the persons residing or working in the neighborhood.
4. That the proposed amendment is in general conformance with the City General Plan.

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

SECTION 1: Title 17 of Morro Bay Municipal Code (Zoning Ordinance) is amended as contained in Exhibit "A", attached hereto and made a part of this ordinance:

SECTION 2: To implement the amendment adopted herein, the City Council of the City of Morro Bay, California, hereby directs as follows:

1. That the above recitations are true and correct and constitute the findings of the Council in this matter; and,
2. The City Council of the City of Morro Bay hereby finds that the Local Coastal Program Implementation Program (Zoning Ordinance) Amendments are in compliance with the intent, objectives, and all applicable policies and provisions of the California Coastal Act; and
3. The amendments to Title 17 shall take effect immediately.

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

Ordinance No. 507

Page Three

INTRODUCED at the regular meeting of the City Council held on the 9th day of May 2005, by motion of Councilmember Baxley and seconded by Councilmember Peirce.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Morro Bay, on the 23rd day of May 2005.

AYES: Baxley, DeMeritt, Peters, Winholtz

NOES: Peirce

ABSENT: None



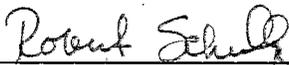
Janice Peters, Mayor

ATTEST:



Bridgett Bauer, City Clerk

APPROVED AS TO FORM:



ROBERT W. SCHULTZ, Esq.
City Attorney

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

ATTACHMENT 1

EXHIBIT A

*The changes to the City's second dwelling unit ordinance (Title 17), and Local Coastal Program are shown in underline for additions, while **bold** represents council direction at the May 23 meeting, and ~~strikethrough~~ indicates deletions.*

17.48.315 GUESTHOUSES/QUARTERS AND ACCESSORY LIVING AREAS

Where provided by this Title, guesthouses/quarters and habitable structures for accessory living area may be permitted in conjunction with a dwelling unit, subject to these further requirements:

A. Guesthouse Restrictions

A guesthouse shall not contain more than six hundred forty (640) square feet of habitable floor area containing not more than one bedroom and bathroom nor shall it exceed thirty (30) percent of the floor area of the main residence, and no cooking or food preparation or food storage facilities shall be provided.

~~B. Use Permit Requirements~~

~~A guesthouse may be permitted only after obtaining a Minor Use Permit pursuant to Chapter 17.60. In all cases, the Director shall require the recordation of a deed restriction limiting the use to guest purposes only and prohibiting its rental or occupation as a second unit. Such deed restriction shall be subject to the approval of the City Attorney. (Ord. 288 Exh. B (part), 1986; Ord. 263 § 1 (part), 1984)~~

B. Location. Guesthouses may be established on any lot in any R or AG district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a guesthouse. Only one-guesthouse or second unit is permitted per one primary single-family dwelling on the same lot.

17.48.320 GRANNY SECOND UNITS

~~The purpose of this Section is to provide affordable low and moderate income housing. Pursuant to Government Code Section 65852.2, in zones where designated, a permit may be granted allowing a granny second unit on lots where there is one single family residence, subject to the following provisions: The following supplemental regulations are intended to comply with Government Code Sections 65852.150 and 65852.2 on second units and implement the General Plan, by allowing second units in all R districts subject to the following requirements:~~

A. ~~Minor Use Permit and Deed Restriction Required~~

~~A granny second unit may be permitted only after obtaining a Minor Use Permit pursuant to Chapter 17.60. A deed restriction in a form approved by the City Attorney shall be recorded limiting the use of said real property to residential purposes only.~~

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

ATTACHMENT 1

~~B. Location~~

~~Said unit may be located, as an accessory use, on any lot zoned for single-family or multi-family uses in accordance with the District Tables in Chapter 17.24 where a primary residential use has been previously established or proposed to be established in conjunction with said unit.~~

A. Location. Second units may be established on any lot in any R or AG district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a second unit. Only one-second unit or one guesthouse is permitted per one primary single-family dwelling on the same lot.

B. Type of Unit. A second unit may be attached, detached, or located within the living area of the primary dwelling unit on the lot, subject to the standards of this Section.

~~C. Lot Coverage~~

~~Maximum lot coverage allowed for the District that they are located in.~~

~~D. Design~~

~~Said unit shall be consistent with the architectural style of the main residence and the neighborhood, and shall be located on the same lot as the primary residence.~~

~~E. Size~~

~~The total floor area, not including a garage, for a granny second unit shall not exceed 1,200 square feet.~~

C. Minimum and Maximum Floor Area. The maximum floor area of a second unit shall not exceed 900 square feet, or 350 percent, which ever is smaller, of the existing or proposed living floor areas of the primary dwelling unit, except that a secondary dwelling unit of 300 square feet is permitted regardless of the size of the primary dwelling unit. No second unit shall be smaller than 300 square feet.

D. Development Standards. Second units shall conform to setback, height, lot coverage, and other zoning requirements applicable to the primary dwelling in the zoning district where the second unit is proposed.

E. Architectural Compatibility. The architectural design, exterior materials and colors, roof pitch and style, type of windows, and trim details of the second unit shall be substantially the same as and visually compatible with the style and character of the surrounding neighborhood, as determined by the Public Services Director. Color photographs of the street-facing side(s) of the street shall be submitted with the second unit building permit application.

~~F. Parking~~

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

ATTACHMENT 1

~~A minimum of one additional parking space per bedroom, not to exceed two spaces, shall be provided. Off-street parking shall be permitted in setback areas or through tandem parking, unless the following specific findings are made:~~

- ~~1. That parking in setback areas or tandem parking is not feasible based upon specific site topography constraints or adverse fire and life safety conditions, or~~
- ~~2. That it is not permitted anywhere else in the City.~~

F. Parking. One additional parking space shall be provided for each second unit with one bedroom and two additional parking spaces shall be provided for units with two or more bedrooms. (not including bathrooms and kitchens). The parking first space must be covered while the second space can be open and uncovered, however neither may be in tandem with required parking of the principal dwelling unit or secondary unit, and cannot be located in the front or street side setback area. The principal dwelling unit must conform to the parking requirements of Chapter 17.244: Off-Street Parking and Loading.

~~G. Water Equivalencies and Other Public Facilities~~

~~The developer shall obtain and/or pay for all applicable water equivalency and other public facility improvements at the standard set for an apartment unit prior to issuance of a building permit, but will not be subject to a residential unit allocation under the provisions of Measure F.~~

~~H. Compliance with Title 14~~

~~A granny second unit shall be in conformance with all applicable provisions of Title 14 of the Morro Bay Municipal Code in addition to the applicable requirements for height, setback, lot coverage, etc. pursuant to the provisions of Chapter 17.24.~~

~~I. Use Limitation~~

~~Single family residences with approved granny second units shall not have the granny unit rented independent of the main residence when neither is occupied by the owner.~~

G. Use Limitation

Single-family residences with approved granny secondary units shall not have the granny secondary unit rented independent of the main residence when neither is occupied by the owner. Primary and Secondary units may be rented under a single rental agreement if the owner is not occupying either unit. The terms of the single rental agreement shall not allow sub-lease of one unit. An owner is deemed to occupy a unit if they hold it off of the rental market for their own use.

ATTACHMENT 3 FOR 4-22-14 STAFF REPORT - ORDINANCE 507

ATTACHMENT 1

- H. Emergency Access. A second dwelling unit may be permitted only on a lot with access from a roadway that meets the fire apparatus access road requirements of the California Fire Code Section 902.2.2.1.
- I. Conditional Use Permit. A secondary unit that is larger than 900 square feet may be permitted only after obtaining a Conditional Use Permit pursuant to Chapter 17.60. The maximum size of a secondary dwelling unit shall not exceed 1200 ~~be 900~~ square feet or 50 percent, which ever is smaller, of the existing or proposed living areas of the primary dwelling unit.
- J. Parking Exception. The Planning Commission may grant exceptions to the limitations of parking subject to appropriate conditions adopted with a Conditional Use Permit in accordance with Chapter 17.44.

CHAPTER 17.12 DEFINITIONS

Delete Section 17.12.295, definition for "Granny Unit", and replace with:

~~17.12.295~~ ~~GRANNY UNIT~~

~~"Granny Unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons (accessory to a single family residence in specific zones permitting such use). It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single family dwelling.~~

17.12.295 Secondary Dwelling Unit.

"Secondary dwelling unit" means an attached, ~~or detached or located within the~~ residential dwelling unit, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling. This term also means "second unit" for the purposes of Sections 65852.150 and 65852.2 of the California Government Code.

(*In general, replace all references in the Zoning Ordinance to "granny unit" with "secondary dwelling unit". This includes references in Chapter 17.44, Parking and Chapter 17.24, Primary Districts (discussed below).)

CHAPTER 17.24 PRIMARY DISTRICTS

The following changes apply to areas zoned for single-family and multi-family use, including the AG, RA, R-1, R-2, R-3, R-4, and CRR districts.

- Allow, by-right, secondary dwelling units that meet the applicable standards in Section 17.48.320
- Delete references to "granny unit".



AGENDA NO: C-1

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and Council **DATE:** April 14, 2014
FROM: Janeen Burlingame, Management Analyst
SUBJECT: Consideration of North Coast Transit Survey Project Recommendations for the 2014 Trolley Season Regarding the North Route and Fares

RECOMMENDATION

Staff recommends the City Council consider recommendations from the North Coast Transit Survey project related to the North Route and fare structure for the 2014 season and approve changes to the North Route and fare structure as outlined in the staff report.

FISCAL IMPACT

There would be no fiscal impact to expenditures with the recommended change to the operation of the North route. Additionally, there would be no negative fiscal impact to fare revenue over the 2013 season based on the recommended changes in fares and operation of the North route.

SUMMARY

At the March 11, 2014, City Council meeting, Council received a report on the 2013 Trolley season. Included in the report was information regarding the San Luis Obispo Council of Governments North Coast Transit Survey project as well as some of its recommendations relating to the Trolley program.

Some of the recommendations from the North Coast Transit Survey project are only operational in nature, and have been discussed with the transit contractor regarding how they will be addressed in the upcoming 2014 season. There were also three recommendations relating to fares and the North Route that are being brought to Council for consideration of changes to make for the 2014 season that will be starting Memorial Day weekend.

DISCUSSION

The San Luis Obispo Council of Governments initiated a project in 2013 to survey the fixed route transit services along the north coast. The purpose of the surveys was to gain a better understanding of the transit ridership characteristics, passenger needs and opinions, travel patterns (including transfers between buses) and potential opportunities for improvements. Survey work was performed in the spring and summer of 2013 with the final draft report completed in late December.

The onboard passenger surveys conducted provided an overview of passenger characteristics and

Prepared By: <u>J. Burlingame</u>	Dept Review: _____
City Manager Review: _____	
City Attorney Review: _____	

travel patterns while the boarding and alighting surveys conducted provided information about the time of day riders use the system as well as where they got on and off the bus.

There were three recommendations identified in the final report that staff has evaluated for the 2014 season and are brought to the Council for consideration:

1. The North route should be operated either half-hourly by shortening the route or hourly so that regular transfers can be staged at the Market and Morro Bay Boulevard stop (that is the location where all trolley routes meet to transfer riders between routes).
2. Consider shortening the North route so it serves the Market and Morro Bay Boulevard stop for transfers but not the downtown area or City Park.
3. Consider offering a \$1 fare as many patrons did not have exact change for the \$1.25 adult fare or \$0.50 child fare, resulting in over-payment with a few citing this as a negative on the survey forms.

North Route

The North route was originally created as a result of a recommendation from the Parking Management Plan to expand from two to three routes. The concept was to create separate North and Downtown routes reducing headway and encouraging more usage of the Trolley service to relieve traffic and parking congestion in the Downtown and waterfront areas. The Downtown route would serve the campground in the south end of the community while the North route would serve the campground and RV/travel trailer parks in the north end of the community.

All trolleys connect at the Market and Morro Bay Boulevard stop for transfers between routes. The Waterfront and Downtown routes operate on a half-hour headway; however, the North route headway is between 40-45 minutes, making transfers more difficult. Additionally, for a rider, it is more difficult to remember when the North route trolley arrives at a particular stop.

Two of the recommendations from the North Coast Transit Survey project are to consider making changes to the North route, so regular transfers can be made at the Market and Morro Bay Boulevard stop between all routes. One recommendation is to consider shortening the North route and not serve City Park.

Staff and the transit contractor evaluated the North route to determine the best way to shorten the headway to the recommended half-hour for better connection with the other two routes for transfers. After discussions with the drivers, it was determined eliminating the City Park stop is not recommended as many of the North route riders from the campground and RV/travel trailer parks use that stop to go to Albertsons.

Currently, the North route runs along Main Street when heading north to the campground and riders from the campground and RV/travel trailer parks along Atascadero Road do not get on or off in this area of the route. Also, riders from the RV/travel trailer parks have to travel an additional 10-15 minutes when returning from the Downtown and waterfront areas.

The North route could reduce headway to a half-hour by running up Highway 1 rather than north Main Street. That would not only provide improved transfer connections at the Market and Morro Bay Boulevard stop, but also shorten the return trips for riders going to the campground or RV/travel trailer parks.

That would also refocus the route to its original intent from the Parking Management Plan recommendation to provide a shorter headway for riders from those locations to the Downtown and waterfront areas, the main destination points for those riders.

Staff Recommendation - North Route

Staff recommends shortening the North route to a half-hour by eliminating traveling along north Main Street and instead, traveling on Highway 1 as it heads north to Morro Strand State Park Campground.

Fares

The other recommendation from the North Coast Transit Survey project was to consider changing the fare to \$1, as many riders do not have exact change for the \$1.25 adult fare and \$0.50 child fare.

The City conducted a short survey in 2012 asking what riders thought of the fare since it was increased to \$1.25 and of the surveys returned; 69% felt the fare was just right and 24% too high. However, drivers have seen some individuals look at the fare listed and walk away so there may be more who feel the fare is high, but did not participate in the survey since they did not ride the trolley when the surveying was done.

Additionally, the \$1.25 fare slows the boarding of passengers as it takes more time for a rider to search for the quarter than it does just getting out the dollar, potentially resulting in fewer route loops being completed in a service day which can affect ridership.

As part of the initial budget development for FY 2014/2015, staff looked at the potential impact to fares by changing the fare to \$1 in combination with the recommended change to the North route. Staff also had discussions with the transit contractor about a more focused approach to marketing the trolley services this season with more visits to motels, campgrounds and RV/travel trailer parks, as well as seeking more hotelier participation in the free trolley ride program for its patrons. With all of those factors combined, fare revenue is estimated to increase by approximately 20% over the 2013 season.

Staff Recommendation - Fares

Staff recommends changing the fares for the 2014 season, eliminating the \$1.25 adult and \$0.50 child (5-12 years old) fares, and replacing it with a \$1 fare. Children under 5 years old would still ride for free.

CONCLUSION

Staff recommends the City Council consider recommendations from the North Coast Transit Survey project related to the North Route and fare structure for the 2014 season and approve changes to the North Route and fare structure as outlined in the staff report.



AGENDA NO: D-1

MEETING DATE: April 22, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** April 12, 2014

FROM: Rob Livick, PE/PLS – Public Services Director/City Engineer

SUBJECT: Review the County Declaration of Local Emergency due to Drought;
Discuss our Water Projections and Resources including the
Desalinization Plant; and Discuss and Consider Declaring a Local
Emergency for Morro Bay

RECOMMENDATION:

Staff recommends the City Council review the report and direct staff to bring back a Resolution reaffirming the City's 2009 emergency declaration of a water shortage.

ALTERNATIVES

Wait to reaffirm a local emergency until notice is received that water will no longer be made available through the State Water Project facilities.

FISCAL IMPACT

There are no fiscal impacts directly associated with this report.

DISCUSSION

California is facing a water shortfall as California is experiencing its driest year in recorded State history. The lack of precipitation has caused record low flow rates in its rivers and streams causing extremely low reservoirs. On January 17, 2014, California Governor Jerry Brown declared an emergency due to drought conditions. This declaration called for a voluntary 20-percent reduction in water consumption. Subsequently, on January 22, 2014, the City of Morro Bay implemented Mandatory Water Conservation Requirements for Severely Restricted Water Supply Conditions. Then on January 31, 2014, County staff informed the State Water Project subcontractors that the allocation for 2014 is officially at 0-percent, and only stored water is available to meet delivery requests.

On December 14, 2009, City Council adopted Resolution No. 64-09 declaring a water emergency during periods of time when State Water Project ("SWP") deliveries are below 35% and authorizing the Public Services Director to implement mandatory conservation requirements as outlined in the municipal code. That resolution has never been rescinded, therefore during times when SWP water deliveries are below 35% the City is under a low water supply emergency

San Luis Obispo County has experienced below normal levels of precipitation for the last

Prepared By: RL Dept Review: _____
City Manager Review: _____
City Attorney Review: _____

three years. Even with the approximately five inches of rain we have received in the first three months of this year, rainfall amounts in the City have made this the driest year on record. As of April 8, 2014, all areas of the central coast are experiencing an “Exceptional Drought” (D4) as reported by the U.S. Drought Monitor. Significant impacts associated with drought conditions include a loss in agricultural production, drinking water shortages, decline in water quality, threat to wildlife, and fire danger, among others.

The City of Morro Bay has approximately 3,073 acre-feet of carry-over water stored in San Luis Reservoir. If the City is able to achieve a 20% reduction in water consumption from 1270 acre-feet/year to 1016 acre-feet per year and assuming that water is available and can be delivered, that will provide for a little over three years’ worth of supply. Based on reports from the San Luis Obispo County Public Works Department (SWP wholesaler to Morro Bay), staff remains cautiously optimistic of the County being able to deliver 100% of our requested water in 2014, with some improved delivery potential for 2015.

The City’s other sources of water are also constrained. The Chorro Valley wells require stream flows in Chorro Creek to exceed 1.4 cfs in order to pump ground water from those wells; additionally water pumped from those wells is high in nitrates and cannot be used without treatment or blending. The Morro Valley wells are also high in nitrates and require treatment at the City’s water treatment plant to remove them. The salt water well, outfall and associated piping components of the City’s Water Treatment Plant (desalinization and brackish water reverse osmosis) do not have a valid Coastal Development Permit. The Coastal Development Permit issued for those components in 1994 was valid for five years with conditions to make the permit permanent.

Potable Water Production

During the calendar year 2013, no water was extracted from the City’s Chorro Basin; 27 acre-feet came from the Morro Basin untreated and blended; 1,137 acre-feet were delivered from the SWP; and, 107 acre-feet of treated Morro Basin well water from the water treatment plant (Brackish Water Reverse Osmosis). Total water production for this year was 1,271 acre-feet. Since the drought declaration and the City’s increase in water supply severity, staff has seen water demand drop approximately five percent.

Desalinization Plant Support Infrastructure Coastal Permit Status

The City applied for, and received, a Coastal Development Permit (CDP) from the California Coastal Commission for the infrastructure to support its desalinization plant in 1994. The infrastructure included the five saltwater wells, the outfall and associated piping, conduits and electrical connections. That permit expired in 1999, because the City failed to comply with the conditions in the permit to make that infrastructure permanent. That was perhaps due to the seeming endless supply of State Water that was voter approved in the late 1990’s.

The expired permit was discovered in 2012 during the permitting of the Wastewater Treatment facility. City staff has since applied for a permanent Coastal Development Permit for the water treatment component and is working with Coastal Commission staff to address the new California Ocean Plan requirements and other issues prior to going to hearing,

hopefully later in 2014, where we expect to receive a permit. Staff has provided answers to questions from Coastal staff and will be contracting for technical assistance to assist staff in responding to and further clarifying the need for the facility and its negligible impact on the marine environment, including:

- Preparation of a refined project description with appropriate background, history, objectives, phasing, and graphics that address the City's water supply needs, and potential desalinization plant site relocation once its useful life has been met.
- Preparation of a "Briefing Packet" for a meeting with Coastal staff.
- Preparation of a letter that addresses the latest Coastal staff letter.
- Provide a CDP briefing for Coastal staff.
- Assisting Coastal staff and the City in preparing appropriate staff reports/applications to support the CDP.

CONCLUSION

In response to State and regional requests for water conservation related to current drought conditions, staff recommends the City Council reaffirm the City's 2009 emergency declaration of a water shortage, which would result in increased public outreach and promotion of existing water conservation programs.

Additionally that emergency declaration would assist the City with our applications for supplemental funding under the various State and Federal emergency drought funding programs along with expressing the need for urgency in permitting of our desalinization plant.

ATTACHMENTS

1. San Luis Obispo County Monthly Drought Update
2. U.S. Drought Monitor for California – April 8, 2014
3. U.S. Drought Monitor for United States – April 8, 2014
4. San Luis Obispo County Resolution Declaring a Drought Emergency

ATTACHMENT 1



Monthly Drought Update
Tuesday April 8, 2014
San Luis Obispo County

CURRENT CONDITIONS**U.S. Drought Monitor Status:**

The latest U.S. Drought Monitor report released March 25, 2014 indicates San Luis Obispo County remains at the D4 – Exceptional Drought intensity rating.

Recent Precipitation:

As of March 24, 2014, San Luis Obispo County has had no measurable rainfall since the proclamation of a local emergency due to drought conditions on March 11, 2014.

San Luis Obispo County Precipitation Totals (in inches):

Community	Rainfall Total Received from Last Update (3/8/14 to 3/24/14)	Rainfall To Date 3/24/2014	Avg. Rainfall
Nipomo South (730)	0.00	3.228	16
Lopez Dam (737)	0.00	6.710	21
SLO Reservoir (749)	0.00	6.89	25
Los Osos Landfill (727)	0.00	5.472	20
Cambria (717)	0.00	5.276	22
Rocky Butte (703)	0.00	9.094	39
Santa Margarita (723)	0.00	6.614	26
Salinas Dam (719)	0.00	5.787	23
Atascadero (711)	0.00	4.764	18
Templeton (762)	0.00	4.843	14.7
Paso Robles (city)	0.00	4.99	14.33
Hog Canyon (709)	0.00	3.071	16

Source: www.slocountywater.org County of San Luis Obispo-City of Paso Robles Website

Near-term Outlook for Precipitation:

Beginning Tuesday, March 25, 2014, several storms will travel through the state that will possibly bring significant rain and snow. Precipitation is predicted to be heaviest in the far northern portion of the state. According to the National Weather Service, the 30-day outlook statistical tools favor below-median precipitation in the southwest for all of California. As our state's rainy season nears its end, much of California has received only about 50% of normal precipitation for this rainy season. Heavy rain and snow would have to fall throughout California most days in April to reach average annual rain and snowfall levels, which is highly unlikely. Even with such precipitation, California would remain in drought conditions, due to low water supplies in reservoirs from the two previous dry years.

Reservoir Levels (% of capacity):

Note: Historical averages calculated using data from the following time frame:

Nacimiento: 1959 – 2013; Lopez: 1994-2013; Salinas: 1987-2013; and Whale Rock: 1985-2013.

Reservoir	% of Capacity	Avg. % Capacity	Updated
Nacimiento	22%	62%	3/25/2014
Lopez	56%	78%	3/25/2014
Salinas	38%	77%	3/25/2014
Whale Rock	55%	79%	3/19/2014

Source: www.slocountywater.org County of San Luis Obispo

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STATE WATER

Status: Based on discussions with the Department of Water Resources (DWR), initial weather conditions, and existing carry over water amounts, the Public Works Department remains cautiously optimistic of meeting 100% of requested water in 2014, with some improved delivery potential for 2015.

Actions: The Public Works Department continues to coordinate with DWR regarding State Water Deliveries including correspondence with Mark Cowin, DWR Director.

VULNERABLE WATER SYSTEMS**County Operated (State water):**

- **Chorro Valley Institutions** (CMC, Animal Services, Sheriff, County Operations, Camp San Luis, Cuesta College, County Office of Education)
Status: Proposed emergency inter-tie project
- **Santa Margarita**
Status: Proposed emergency inter-tie project

Non-County Operated:

- **City of Morro Bay**
Status: Emergency inter-tie with Chorro Valley and desal permit
- **Cambria CSD**
Status: Proposed brackish desal & inter-tie with San Simeon
- **San Simeon CSD**
Status: Proposed brackish desal & inter-tie with Cambria CSD
- **Heritage Ranch CSD**
Status: Emergency inter-tie agreement between Flood Control District and CSD near complete and will be submitted to governing boards for approval soon
- **Rural Paso Robles residents**
Status: Continue to identify water trucking options and outreach efforts.

IMPACTS**Agricultural Impacts:**

Agricultural conditions continue to deteriorate due to lack of moisture. This is especially evident for rangeland. The result of poor grazing conditions is contributing to the unusually high number of cattle that have been sold through the Templeton Livestock Market. These sales have occurred earlier than normal and younger, lighter weight, calves and cows are being sold as ranchers reduce herd size due to the expense of supplemental feeding. At the Cattlemen's meeting on March 18, 2014, it was reported that over 10,000 butcher cows have already been sold at the Templeton Market since October 1, 2013 (does not account for the number taken to other markets such as Formosa or the 101 in Prunedale). The normal number for this time is about 1,500. Long-term impacts will be felt as ranchers wait for rangeland forage plants to rebound before rebuilding reduced herds. It is estimated that it could take up to five years for ranchers to re-build their herds.

All areas of agriculture are feeling the impacts of the drought. Several coastal avocado growers have begun cutting trees back to preserve the trees as best they can. This will result in loss of crop for several years until available moisture conditions return to normal levels. Vegetable production in the south county remains at near normal levels and growers may see higher demand and prices as production in other parts of the state is reduced due to lack of water for irrigation.

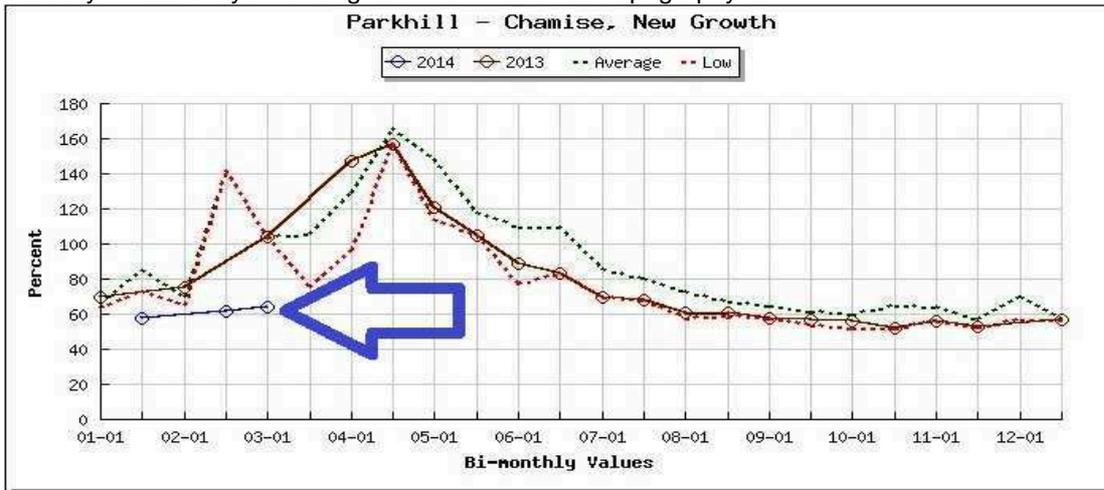
According to staff at the USDA Farm Service Agency, no new financial aid programs for growers have been announced.

Fire Danger:

Live Fuel Moisture (LFM) – LFM is the moisture content of live vegetation expressed as a percentage of the oven-dry weight. Values measured bi-monthly at 3 sites around the County continue to run at historically low levels. We expect the spring "spike" to be comparatively low and for shrub species throughout the County to remain available for burning through the spring months into fall rather than from mid-summer into fall as in normal years. New historical low LFMs are likely to occur continuously through

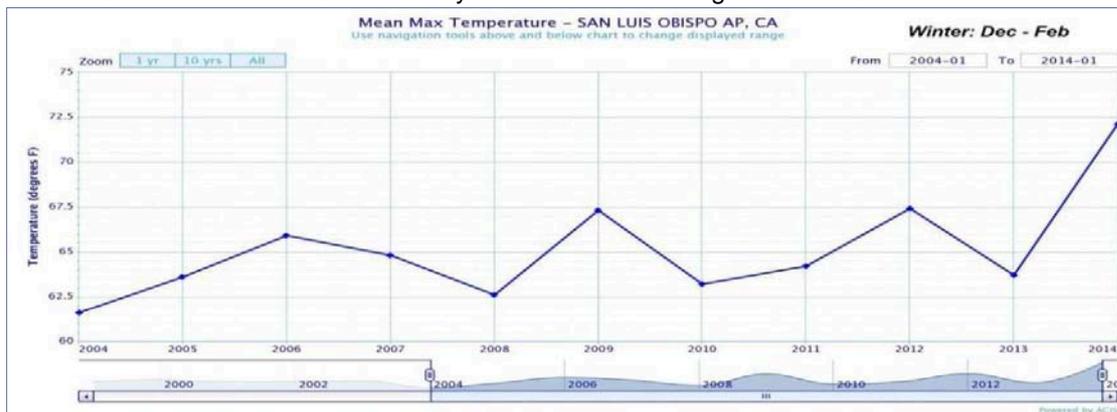
ATTACHMENT 1

at least fall of this year. "Fuel-driven" fires will be possible months earlier than normal and high fire intensity will be likely when aligned with wind and/or topography.

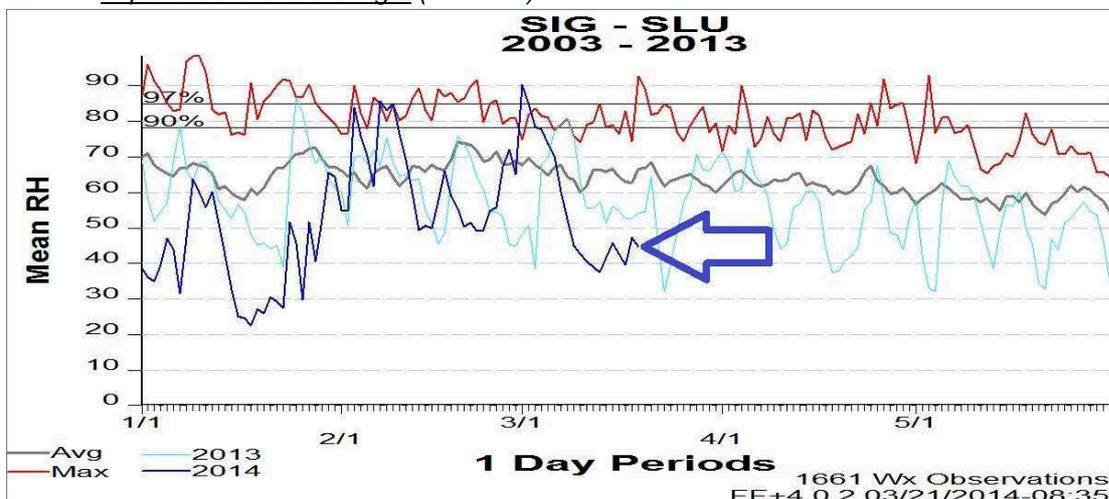


Source: http://www.wfas.net/nfmd/public/states_map.php?state=CA

Temperatures/Relative Humidity (RH) – Due to this past winter’s weather patterns, and the prevalence of high pressure driven off-shore Santa Lucia wind conditions, average temperatures have been higher than in recent years. Coupled with correspondingly low RH levels, the fire danger has remained elevated throughout the fall/winter months except for two short periods during precipitation events. As significant as the higher fire danger has been on a daily basis this past fall/winter, these conditions also cause continuous drying of both live and dead fuels which is cumulative and likely to lead to unprecedented dry fuel conditions for the remainder of the year or until there is significant rainfall.



Source: <http://xmacis.rcc-acis.org/#> (Dec-Feb)



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Energy Release Component (ERC) – ERC is an index related to how hot a fire could burn. It is directly related to the 24-hour, potential worst case, total available energy (BTUs) at the head of a fire. The ERC can serve as a good characterization of fire season as it tracks seasonal fire danger trends well. ERC has low variability, and is the best fire danger component for indicating the effects of intermediate to long-term drying on fire behavior. So far in 2014, 10-year high ERC's have occurred in all of January, half of February and for the past week in March.

Dead Fuel Moisture – The moisture content of dead organic fuels is another important component of the relative fire danger. As with LFM above, dead fuel moisture levels are a good indicator of how likely fuels are to ignite and how intensely they will burn. 100-hr fuel refers to vegetation between 1 and 3 inches in diameter and 1000-hr fuel is 3-6 inches. As indicated by the charts below, dead fuel moisture levels are currently at 20-year lows on the Central Coast.

Other Fire Danger Indicators – Another important factor increasing the fire danger as well as an indicator of drought severity and the resulting effects on forest/range health is the widespread increase in the occurrence of tree mortality throughout the County. A variety of both native and introduced tree species affected over a broad range of elevations including Monterey pine, coast live oak, grey pine, California bay, eucalyptus, Monterey cypress, Scotch pine, palms and many others. In many inland areas, trees already under severe drought stress experienced significant frost/freeze damage. Due to their diminished natural defense mechanisms, stressed trees are particularly vulnerable to secondary pests such as bark beetles and defoliating insects such as oak moths.

Economic:

If conditions continue, negative economic impacts will continue to mount. To date, 56 of the 58 California counties have been declared as official disaster areas. Farmers in these counties are eligible for low interest emergency loans and other disaster assistance programs. No information is available yet regarding impact on labor due to drought.

STATE & FEDERAL KEY ACTION ITEMS FROM LAST MONTH

Federal Government:

No additional actions have been reported other than the availability of the federal agriculture and related industry assistance programs previously announced. As noted below, the State continues to gather information from agencies statewide, including San Luis Obispo County, to help consolidate damage and related costs with the intent to help justify additional federal assistance.

State Government:

While there are no action updates from the State since the proclamation on March 11, 2014, the Governor's Office of Emergency Services (Cal OES) continues to coordinate the gathering of information from other state agencies and local governments. This effort includes weekly conference calls which our County OES participants in and during which County OES continues to provide input in the situation in our county. This includes the situation in Cambria as well as passing on information on the struggles our agriculture continues to face. The information from us and others throughout the state is reported weekly to the Governor's Drought Taskforce., which continues to meet weekly. The Governor's Task Force is gathering and consolidating information to help potentially justify additional federal assistance.

As of March 25, 2014, Cal OES is reporting that 18 counties have now proclaimed a local emergency due to the drought, including San Luis Obispo County.

COUNTY DROUGHT TASK FORCE KEY ACTION ITEMS FROM LAST MONTH

County Water Resources:

The Department of Public Works has taken the following actions since the last update:

- Opened Public Works Department Operations Center (Emergency Coordination Center)
- Coordination with state & federal lobbyists
- Met with Chorro Valley institutions related to Nacimiento proposed inter-tie
- Met with State Water contractors
- Presented drought update to WRAC, Zone 3, Paso Robles Blue Ribbon Committee
- Toured CMC water facilities to initiate emergency inter-tie efforts

ATTACHMENT 1

- Identifying potable and non-potable water trucking operations and sources of potable water to enhance responsiveness as drought continues
- Visited Sacramento to coordinate issues related to water shortages

County Facilities Usage & Conservation Actions:

General Services Agency continues to replace existing fixtures with low flow devices and to prepare documents for a water audit.

County Public Outreach Actions:

In an effort to raise awareness about water supply issues and communicate the call for a 20% voluntary reduction in water usage, the County continues to examine multiple channels of communication for water conservation outreach efforts. Members of the task force have created a communications plan consisting of multiple tools to in order to remind residents countywide of the importance of water supply.

Tool #1: Local Collaboration

Status: The County continues to work collaboratively with a network of water purveyors and cities for broad public outreach.

Tool #2: Website Marketing & Social Media

Status: Staff is developing a webpage that will carry drought information, latest news and updates, water conservation tips, and links to other websites for more detailed information. As presented in the March 11, 2014 staff report the following websites are currently in use by the County:

- Save our Water (www.saveourwater.org): Governor's go-to resource for water conservation & the link is posted on County's homepage.
- SLO Water Wise Landscaping website (www.slowaterwiselandscaping.com): The County, in coordination with the Partners in Water Conservation (PIWC), continues to sponsor a website tool for water conservation in the home of commercial landscape.
- San Luis Obispo County Water Resources website (www.slocountywater.org): The San Luis Obispo Water Resources website provides water conservation resources and links, including a link and information regarding Water Wise Landscaping.
University of California Cooperative Extension
(http://cesanluisobispo.ucanr.edu/Drought_Information/): The UCCE Farm Advisor website provides drought resources for agriculture.

Tool #3: Water Purveyor Outreach (use water bill as the first-line educational tool)

Status: The Public Works Department continues to develop and distribute water conservation information to water customers. The following is a list of the department's current efforts:

- Inserted bi-lingual water conservation letter in March utility bill for Shandon
- Dedicated section of water confidence report for water conservation and mailed to Santa Margarita
- Anticipate water conservation in next billing cycle for Cayucos
- Developing water conservation brochure for all retail water systems
- Gave drought presentation to WRAC, Paso Robles Blue Ribbon Committee and Zone 3 Advisory Committee

Tool #4: Public Service Announcements (PSAs)

Status: Staff is in contact with multiple media sources to request the airing of Public Service Announcements that have been prepared by the State.

Tool #5: News Media

Status: Staff continues to examine all media outlets. Currently, staff is developing media tools to submit to AGP Video, Inc. for broadcasting.

Tool #6: Advertising

Status: Staff is currently researching costs for multiple sources of advertising including television, radio, and billboards.

Other Marketing Tools

The County continues to examine other marketing tools for water conservation outreach.

ATTACHMENT 1

DROUGHT RELATED WEBSITES FOR MORE INFORMATION

State's Water Conservation Campaign; Save our Water (www.saveourh2o.org)

California's Drought Information Clearinghouse; Dought.CA.Gov (ca.gov/drought/)

California Department of Food and Agriculture; Drought information (www.cdfa.ca.gov/drought/)

California Department of Water Resources; Current Water Conditions
(www.water.ca.gov/waterconditions/drought/)

California State Water Resources Control Board; Water Rights, Drought Info and Actions
(www.swrcb.ca.gov/waterrights/water_issues/programs/drought/index.shtml)

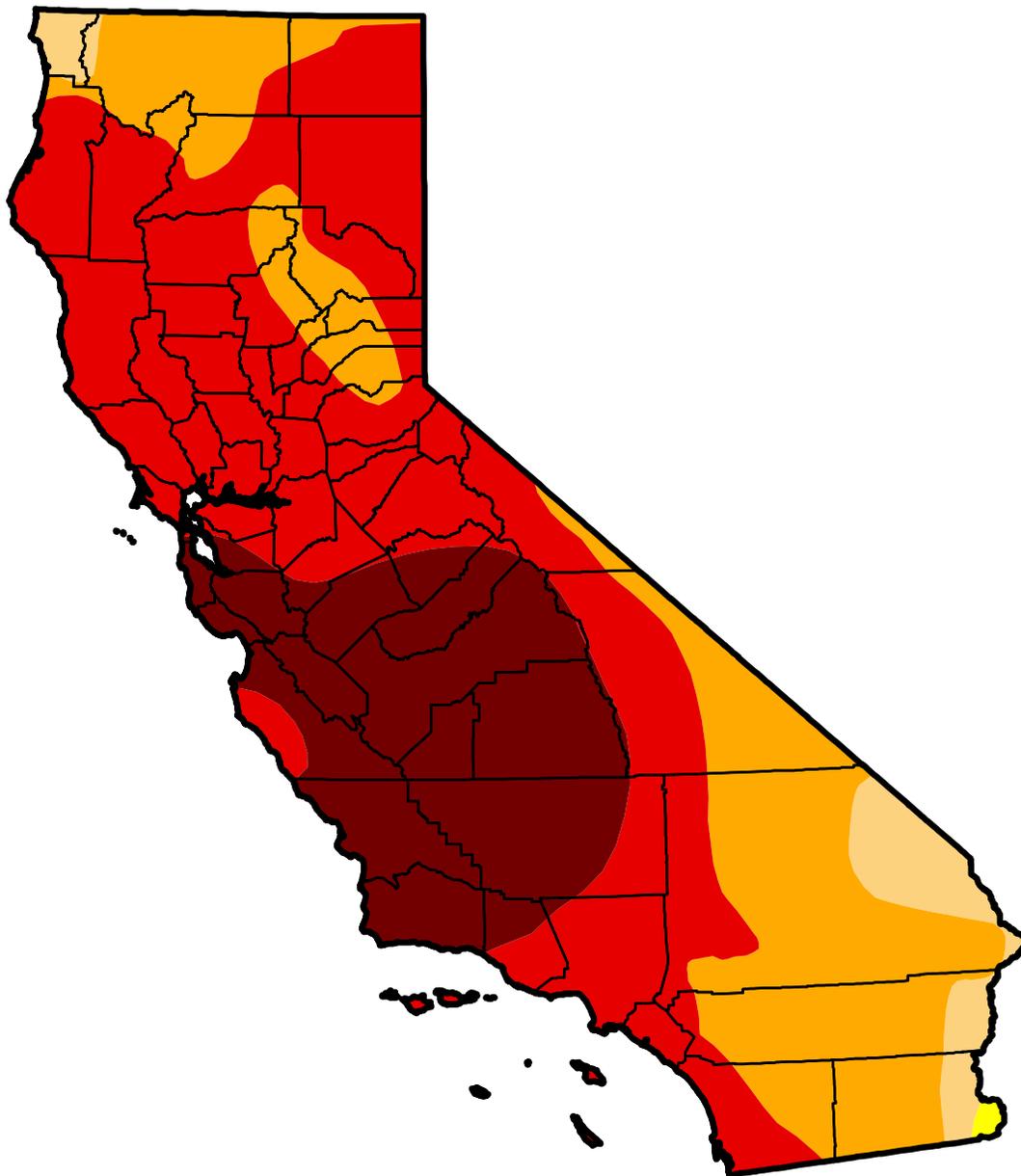
California Department of Public Health; Drinking Water CDPH Drinking Water Program
(www.cdph.ca.gov/programs/pages/dwp.aspx)

USDA Disaster and Drought Assistance Information; USDA Programs
(usda.gov/wps/portal/usda/usdahome?navid=DISASTER_ASSISTANCE)

UC Cooperative Extension Drought Information Resources; Drought Information Resources;
cesanluisobispo.ucanr.edu/Drought_Information/

U.S. Drought Monitor California

April 8, 2014
(Released Thursday, Apr. 10, 2014)
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	99.81	95.21	68.76	23.49
Last Week <i>4/1/2014</i>	0.00	100.00	99.81	95.21	68.76	23.49
3 Months Ago <i>1/7/2014</i>	1.43	98.57	94.25	87.53	27.59	0.00
Start of Calendar Year <i>12/31/2013</i>	2.61	97.39	94.25	87.53	27.59	0.00
Start of Water Year <i>10/1/2013</i>	2.63	97.37	95.95	84.12	11.36	0.00
One Year Ago <i>4/9/2013</i>	2.84	97.16	48.39	23.22	0.00	0.00

Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:
Brian Fuchs
National Drought Mitigation Center

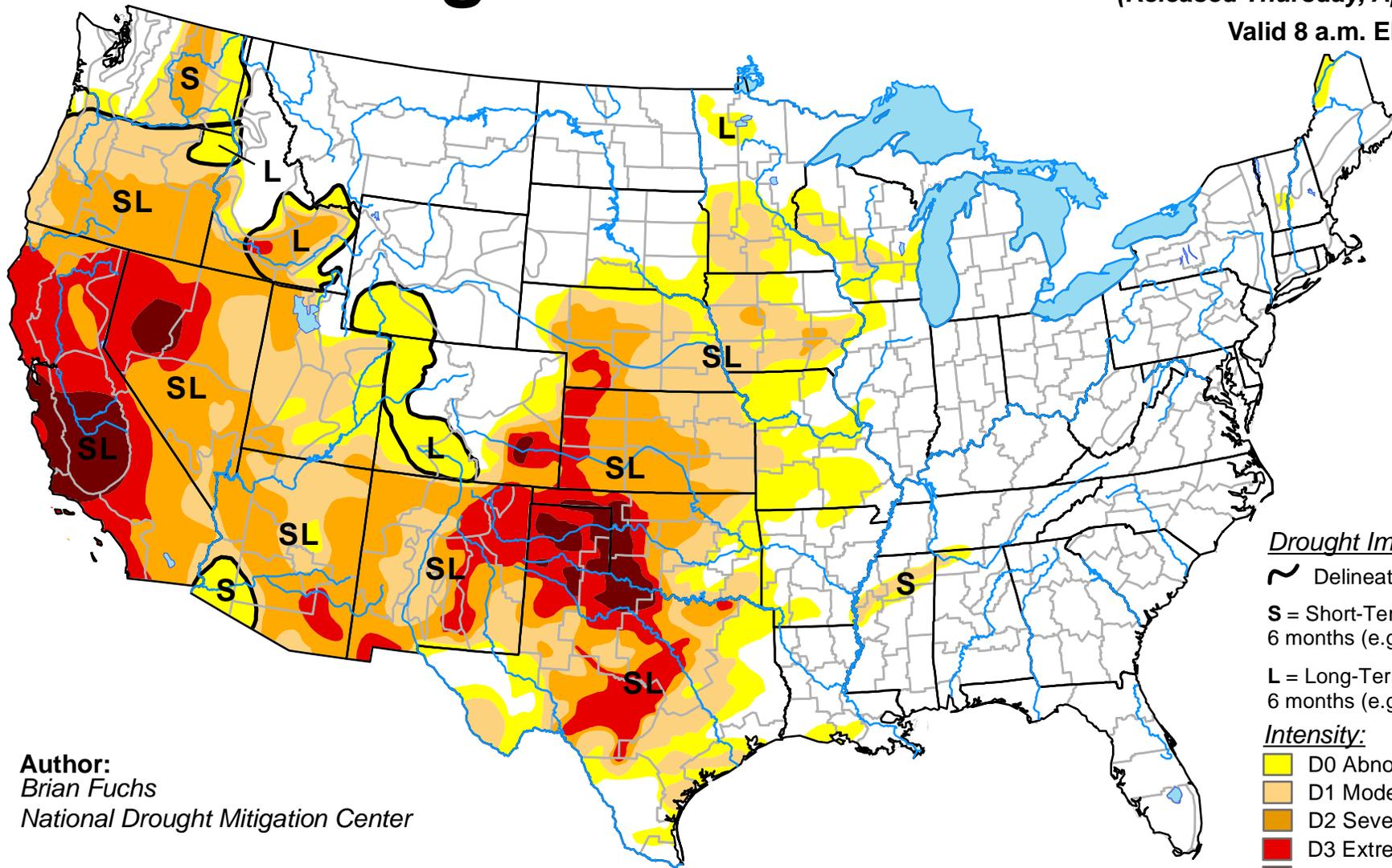


U.S. Drought Monitor

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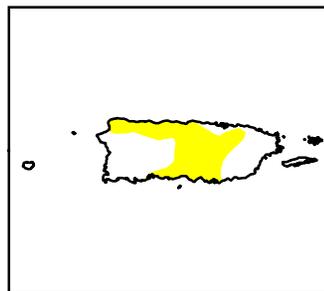
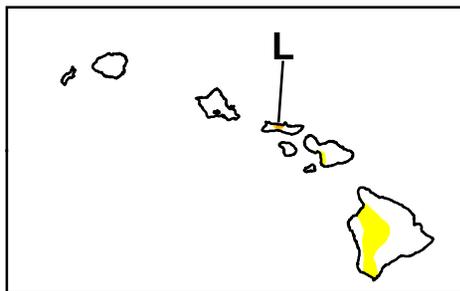
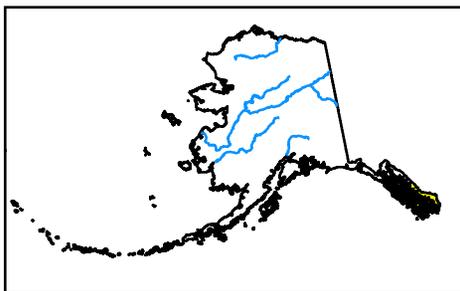
Drought Impact Types:

- ~ Delineates dominant impacts
- S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.



<http://droughtmonitor.unl.edu/>

IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 2014

PRESENT:

ABSENT:

RESOLUTION NO. _____

**PROCLAMATION OF LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA**

The following resolution is hereby offered and read:

WHEREAS, the Board of Supervisors does hereby find that a dire situation exists due to exceptional drought conditions as reported by the U.S. Drought Monitor as of February 18, 2014, including drought level condition D4 for the entire county, the worst federal drought rating;

WHEREAS, such drought conditions are anticipated to cause water shortages and severe economic losses within San Luis Obispo County;

WHEREAS, rainfall amounts in San Luis Obispo County have made it the driest year on record within the county;

WHEREAS, the primary industry in San Luis Obispo County is agriculture and any economic impact on this industry will have a significant adverse effect on the local economy;

WHEREAS, water allocations from the State had been only 5% and now are set to zero from State Water Project allocations;

WHEREAS, public and private drinking water supplies continue to be threatened due to decreasing supplies of ground water and other sources;

WHEREAS, long term forecasts indicate no relief of the current drought conditions;

WHEREAS, live fuel moistures, the method used to determine the volatility of native vegetation measured throughout the county, have remained below critical levels for the past seven months, and that these conditions combined with unseasonably warm, dry and windy weather have caused unprecedented

continuation of fire season conditions into the winter months, thereby causing CAL FIRE to continue to staff resources at fire season levels;

WHEREAS, water supplies necessary to provide both domestic and fire protection uses are threatened in a number of our communities;

WHEREAS, the long-term ramifications of the drought will have a significant impact on San Luis Obispo County and pose a danger to the health and welfare of its residents, livestock, and agriculture; and

WHEREAS, based on the conditions noted above, the Board of Supervisors does hereby find and determine that there exists a condition of disaster or of extreme peril to the safety of persons and property within the entire County of San Luis Obispo, because of the existence of drought; and

WHEREAS, the Board of Supervisors does hereby find that these drought conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat; and

WHEREAS, adoption of this Proclamation of Local Emergency is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15269, subd (c).

NOW, THEREFORE the Board of Supervisors does hereby:

1. Proclaim a local emergency in the entire County of San Luis Obispo pursuant to the California Emergency Services Act (commencing with Government Code Section 8550) and Chapter 2.80 of Title 2 of the San Luis Obispo County Code; and
2. Invoke within the County of San Luis Obispo, all of the powers and mechanisms set forth in the California Emergency Services Act and in Chapter 2.80 of the San Luis Obispo County Code, and said powers and mechanisms may hereafter be used by authorized personnel of the County of San Luis Obispo.

This Proclamation of Local Emergency shall be effective immediately and shall remain in effect until the Board of Supervisors proclaim that the local emergency is terminated. The Board of Supervisors shall review the need for continuing the local emergency at least every thirty days.

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Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

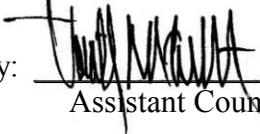
- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

The foregoing resolution is hereby ADOPTED:

Chairperson, Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:  _____
Assistant County Counsel

ATTEST:

JULIE L. RODEWALD
Clerk of the Board of Supervisors

BY: _____
Deputy Clerk

On March 12, 2014, PWAB held a special meeting to review water retrofit options and water conservation practices. PWAB received testimony from the public and discussed ideas for modifying the retrofit requirements.

The discussion included the following options for a revised retrofit program:

- Lawn/Landscape Replacement Program
- Gray water system installation in new construction
- Installation of Rainwater Recovery Systems
- Participation in an “In-Lieu” fee program

The in-lieu fee program would be based on the average cost for meeting the required retrofits and would be used to fund other conservation programs such as rainwater harvesting programs and water conservation informational programs.

Additionally, there was discussion regarding water conservation practices such as modifications to insure consistency between the different levels of reclamation, to clarify the bucket and hose requirement for vehicle washing, and to look at programs that will provide additional information to the customers regarding their water use and conservation options.

CONCLUSION

There appears to be methods, other than replacing toilets, to accomplish a water retrofit program. In order to allow designers and builders flexibility in design in accomplishing water savings through retrofit, the program needs to be flexible enough to allow City staff to evaluate the merits of each individual retrofit proposal. To increase that flexibility and still create a system to achieve the needed water conservation measures for each project, staff recommends the development of an in-lieu fee as a part of the program.