

# City of Morro Bay

## City Council Agenda

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### *Mission Statement*

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

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**REGULAR MEETING  
TUESDAY, MAY 12, 2015  
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 – 10 Year Budget Forecast Presentation  
LEAP Update

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.

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 28, 2015; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

A-2 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLANT; (PUBLIC WORKS)

**RECOMMENDATION: Receive and file.**

A-3 RATIFICATION OF CONTRACT WITH SAM TAYLOR FOR SERVICES AS DEPUTY CITY MANAGER; (ADMINISTRATION)

**RECOMMENDATION: Ratify contract with Deputy City Manager.**

B. PUBLIC HEARINGS

B-1 RESOLUTION NO. 22-15 DECLARING THE INTENTION TO CONTINUE THE PROGRAM AND LEVY ASSESSMENTS FOR THE 2015/16 FISCAL YEAR FOR THE MORRO BAY TOURISM BUSINESS IMPROVEMENT DISTRICT (MBTBID) AND SCHEDULING A PUBLIC HEARING TO LEVY THE ASSESSMENTS; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Adopt Resolution No. 22-15 and set May 26, 2015 for a public hearing to levy the assessments.**

B-2 RESOLUTION NO. 23-15 APPROVING THE ENGINEER'S REPORT AND DECLARING THE INTENT TO LEVY THE ANNUAL ASSESSMENT FOR THE CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS)

**RECOMMENDATION: Adopt Resolution No. 23-15 and set June 23, 2015 for a public hearing to levy the assessments.**

B-3 RESOLUTION NO. 24-15 APPROVING THE ENGINEER'S REPORT AND DECLARING THE INTENT TO LEVY THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS)

**RECOMMENDATION: Adopt Resolution No. 24-15 and set June 23, 2015 for a public hearing to levy the assessments.**

C. UNFINISHED BUSINESS / SECOND READING AND ADOPTION OF ORDINANCES

- C-1 DISCUSSION AND DIRECTION FOR FUTURE MORRO BAY WATER RECLAMATION FACILITY (WRF) AND MONTHLY WRF PROJECT PROGRESS UPDATE; (PUBLIC WORKS)

**RECOMMENDATION: Adopt Resolution No. 25-15 providing direction to staff regarding Water Reclamation Facility.**

- C-2 ADOPTION OF ORDINANCE NO. 592 AMENDING SUBSECTION 14.08.090 O. OF THE MORRO BAY MUNICIPAL CODE RELATING TO *SALE AND USE OF FIREWORKS*; (POLICE)

**RECOMMENDATION: Adopt Ordinance No. 592 after reading the title only and waiving further reading.**

- C-3 ADOPTION OF ORDINANCE NO. 593 ADDING CHAPTER 9.34 TO THE MORRO BAY MUNICIPAL CODE (MBMC) BANNING THE POSSESSION OF CERTAIN INTOXICATING COMPOUNDS KNOWN AS SYNTHETIC DRUGS; (POLICE)

**RECOMMENDATION: Adopt Ordinance No. 593 after reading the title only and waiving further reading.**

D. NEW BUSINESS

- D-1 DISCUSS ADVISORY BOARD JOINT MEETINGS AND RECOGNITION EVENT FOR ADVISORY BOARD MEMBERS; (COUNCIL)

**RECOMMENDATION: Discuss and provide direction to staff.**

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 28, 2015  
VETERAN’S MEMORIAL HALL – 6:00P.M.

PRESENT:	Jamie Irons	Mayor
	Noah Smukler	Councilmember
	John Heading	Councilmember
	Christine Johnson	Councilmember
	Matt Makowetski	Councilmember
STAFF:	David Buckingham	City Manager
	Joe Pannone	City Attorney
	Dana Swanson	City Clerk
	Rob Livick	Public Works Director
	Scot Graham	Community Development Manager
	Cindy Jacinth	Associate Planner
	Eric Endersby	Harbor Director
	Amy Christey	Police Chief
	Steve Knuckles	Fire Chief

ESTABLISH QUORUM AND CALL TO ORDER

The meeting was called to order at 6:03pm

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT

MAYOR AND COUNCILMEMBERS’ REPORTS, ANNOUNCEMENTS &  
PRESENTATIONS

PUBLIC PRESENTATIONS

<https://youtu.be/vyzSrODmkdU?t=27m23s>

Chamber of Commerce Quarterly Presentation

Jennifer Redman, President of the Morro Bay Chamber of Commerce, provided the quarterly update for January – March 2015. The Chamber provides the city and local businesses with event support, incubator office support, business retention and expansion support. Plans for next quarter include preparations for the October 2015 business walk, assisting with the sign ordinance update, launching the new website, social media outreach, a Bike to Work rally, and marketing and economic roundtable breakfast.

Morro Bay Police Department App Presentation

Commander Millard provided information on the new Morro Bay Police Department smartphone application which is intended to expand lines of communication between the department and the community. The free download is available for Apple, Android and Windows devices.

### Presentation of Letter Carriers' Food Drive Day Proclamation

Mayor Irons presented a Proclamation to Joe Gibson of the National Association of Letter Carriers, declaring May 9, 2015 as Letter Carriers' Food Drive Day.

### Presentation of Morro Bay in Bloom Proclamation

Mayor Irons presented a Proclamation to Walter Heath of Morro Bay in Bloom thanking Morro Bay in Bloom for their work and welcoming America in Bloom to the City of Morro Bay on July 13-14, 2015.

### PUBLIC COMMENT

<https://youtu.be/vyzSrODmkdU?t=55m16s>

George Leage of Great American Fish Co. (GAFCO) provided the business spot. GAFCO opened in 1980, 35 years ago, on the 4<sup>th</sup> of July. They recently they added steak to their menu and it's the best steak around. Prime rib is served on Friday nights.

KC Caldwell, Morro Bay, thanked the Council for their commitment to neighborhood compatibility. A community meeting will be held April 29 to review the draft document that is going to the Planning Commission on May 5. She asks that future meetings be held on Saturdays to get a larger turn-out, possibly 9am to noon.

Robert Davis, Morro Bay, shared the Morro Bay Citizens Bike Committee and San Luis Obispo Bike Club set up a table at the Emergency Vehicle Show and gave away 80 water bottles, mostly to children who signed a bike safety pledge. They will set up a table at the Eco-Rotary Fair on May 31 at St. Timothy's. The following activities are planned for bike month: a Twilight Bike Ride on May 6 beginning at 7:15 at the parklet; free breakfast for bike commuters on May 15 at City Park; and a bike tour to Baywood on May 23 starting at 9am at the elementary school. The SLO County Bike Coalition is kicking off a "Light up San Luis Obispo County" program in San Luis Obispo.

Trina Dougherty, Morro Bay, reminded everyone to email event information to AGP Video at [agp@agpvideo.com](mailto:agp@agpvideo.com) so it can be posted on Channel 20; the Morro Bay Friends of the Library book sale will be held on Sat., May 16 at the Morro Bay Community Center; and Eco-Rotary invites you to the 3<sup>rd</sup> Eco-Fair at St. Timothy's Church on May 31 from 12-5. Please call 801-4826 for more information.

Betty Winholtz, Morro Bay, shared concerns about the idea of smart meters for water and asked if the City will offer an opt-out program, noting the PUC has told PG&E they can no longer charge customers who opt-out. Regarding Item A-4, she believes this refers to a round-about and objects to the staff report in that it's not direct and does not include the history about this item. This should not be a consent item as it needs more deliberation.

The public comment period was closed.

A. CONSENT AGENDA  
<https://youtu.be/vyzSrODmkdU?t=1h13m>

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 SPECIAL CLOSED SESSION CITY COUNCIL MEETING HELD ON APRIL 14, 2015; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

A-2 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON APRIL 14, 2015; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

A-3 ANNUAL REPORTING ON THE MORRO BAY TOURISM BUSINESS IMPROVEMENT DISTRICT AND SCHEDULING OF A PUBLIC HEARING; (ADMINISTRATIVE SERVICES)

**RECOMMENDATION: Receive report and set the public hearing for May 12, 2015.**

A-4 RESOLUTION NO. 19-15 APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF MORRO BAY FOR IMPROVEMENTS TO THE STATE HIGHWAY SYSTEM AT THE INTERSECTION OF STATE ROUTE 1/ MAIN STREET AND STATE ROUTE 41; (PUBLIC WORKS)

**RECOMMENDATION: Approve Resolution No. 19-15.**

A-5 AGREE TO COUNCIL MEMBERS JOHNSON AND SMUKLER ACTING AS LIAISONS TO CITY STAFF REGARDING THE PLANNING PROCESS FOR THE 2015 4<sup>TH</sup> OF JULY EVENT; (ADMINISTRATION)

**RECOMMENDATION: Approve as submitted.**

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

Mayor Irons pulled Item A-4 and A-5.

**MOTION:** Councilmember Makowetski moved to approve Items A-1, A-2 and A-3. The motion was seconded by Councilmember Heading and carried unanimously, 5-0.

- A-4 RESOLUTION NO. 19-15 APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF MORRO BAY FOR IMPROVEMENTS TO THE STATE HIGHWAY SYSTEM AT THE INTERSECTION OF STATE ROUTE 1/ MAIN STREET AND STATE ROUTE 41; (PUBLIC WORKS)  
<https://youtu.be/vyzSrODmkdU?t=1h14m4s>

Public Works Director Livick provided additional information regarding the proposed agreement. The City is at the very beginning of the process and this agreement allows us to access Caltrans funds. A round-about was considered at one time and is still considered now, as is signalization. Any project will go through full permitting and environmental review, the school district will have an opportunity to provide input, and pedestrian concerns will be addressed. No construction dollars are available at this time; we are positioning ourselves to be able to receive those construction dollars when they become available.

MOTION: Councilmember Johnson moved the Council approve Resolution No. 19-15. The motion was seconded by Councilmember Makowetski and carried unanimously, 5-0.

- A-5 AGREE TO COUNCIL MEMBERS JOHNSON AND SMUKLER ACTING AS LIAISONS TO CITY STAFF REGARDING THE PLANNING PROCESS FOR THE 2015 4<sup>TH</sup> OF JULY EVENT; (ADMINISTRATION)  
<https://youtu.be/vyzSrODmkdU?t=1h21m16s>

Councilmember Johnson agendaized this item in order to have a brief discussion regarding the desire to have Council provide support for staff and the community to ensure the 4<sup>th</sup> of July event is a success this year during the transition.

MOTION: Councilmember Headding moved the Council approve Item A-5. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

## B. PUBLIC HEARINGS

- B-1 COASTAL DEVELOPMENT AND CONDITIONAL USE PERMITS APPROVAL (CP0-442 & UP0-381) FOR A BMX BIKE PARK ON VACANT CITY-OWNED PROPERTY AT 301 LITTLE MORRO CREEK ROAD, APPROX. 400 FEET NORTH OF THE INTERSECTION OF LITTLE MORRO CREEK, RADCLIFF AND MAIN STREETS; (COMMUNITY DEVELOPMENT)  
<https://youtu.be/vyzSrODmkdU?t=1h24m36s>

Assistant Planner Jacinth presented the staff report and responded to Council inquiries.

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

Melinda Rice, Morro Bay, spoke in opposition to the bike park, noting concerns regarding city liability and traffic safety.

Pam Sines, Morro Bay, spoke in opposition to the proposed location for the bike park, noting traffic and safety concerns, asking the Council to deny the bike park at this location only.

Robert Davis, spoke on behalf of the Morro Bay Bike Committee, who along with the San Luis Obispo Bike Club wholeheartedly support this bike park.

Bob Keller, Morro Bay, expressed support for a bike park for kids to keep them active, but we need to keep it safe. He recommends good signage and crosswalks, possibly by Lemos, or near the PG&E exit.

Rick Sauerwein, neighbor of Morro Bay, asked for clarification about the type of fencing being proposed. Orange construction fencing is an eyesore and a terrible problem to maintain.

Charlene Nungaray, Morro Bay, agrees we should have a bike park at a different location due to safety concerns and traffic issues exiting Hwy 1.

James Constanzo, Morro Bay, expressed concern about infrastructure on that roadway to support the increased traffic.

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

Councilmember Smukler noted the City has a responsibility to improve safety in this area with or without a bike park. Director Livick shared the Caltrans' solution to improve safety would be to make Radcliffe to Main right-turn only. The City will be making improvements in this area as time and resources allow.

Councilmember Headding is in favor of the project if we mitigate the issues of providing a bathroom facility and water. He is not concerned about dust control, after-dark use, or shade. He is mostly concerned with safety for south-bound Main Street bicyclists and, lastly, need to think about aesthetics. The siting allows for visibility; we should keep it as natural as possible.

Councilmember Makowetski understands the concerns of nearby residents, but given the itinerant aspect of the project he is satisfied with revisiting every six months. He likes the maps and diagrams, and the kids are really looking forward to it.

Councilmember Johnson understands neighbor concerns and appreciates they support a bike park and kids activities. The Council has been discussing this for some time and looked at other potential spots and there simply is no other location. She wants to clarify the bike park will come back to the Planning Commission six months after operation with bike circulation and vehicle traffic concerns reviewed at that time.

Mayor Irons agrees with the six month review after opening, with safety, trash and bathroom needs being addressed at that time. He is hopeful we can find more sturdy materials for fencing.

City Attorney Pannone suggests adding condition #12 on page six of Resolution No. 20-15 to state, "the project will be reviewed by the Planning Commission within six months after the park

is opened for public use and that review could result in additional conditions regarding restrooms, trash receptacles, including screening, and other safety related issues,” and revising condition #5 to clarify the Planning Commission review will occur six months after operation.

Bonnie Johnson, Morro Bay Bike Park, stated she is comfortable coming back six months after operation to review any additional requirements.

MOTION: Mayor Irons moved the Council adopt Resolution No. 20-15 making the necessary findings for approval of Coastal Development and Conditional Use Permits CP0-442 and UP0-381 with the additional requirement #12 and amending condition #5 as suggested by staff. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

C. UNFINISHED BUSINESS / SECOND READING AND ADOPTION OF ORDINANCES

C-1 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 592 OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AMENDING SUBSECTION 14.08.090 O. OF THE MORRO BAY MUNICIPAL CODE RELATING TO SALE AND USE OF FIREWORKS; (POLICE)  
<https://youtu.be/vyzSrODmkdU?t=2h59m25s>

Chief Christey presented the staff report and responded to Council inquiries.

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

MOTION: Councilmember Johnson moved for introduction and first reading of Ordinance No. 592, version A by number and title only, and waives further reading. The motion was seconded by Councilmember Heading and carried unanimously, 5-0.

C-2 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 593 OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, ADDING CHAPTER 9.34 TO THE MORRO BAY MUNICIPAL CODE (MBMC) BANNING THE POSSESSION OF CERTAIN INTOXICATING COMPOUNDS KNOWN AS SYNTHETIC DRUGS; (POLICE)  
<https://youtu.be/vyzSrODmkdU?t=3h6m42s>

Chief Christey presented the staff report and introduced Ordinance 593 by number and title.

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

MOTION: Councilmember Headding moved for introduction and first reading of Ordinance 593 by number and title only, as read by staff, waiving further reading. The motion was seconded by Councilmember Smukler and carried unanimously, 5-0.

C-3 DISCUSSION AND DIRECTION REGARDING AGENDA FOR APRIL 30, 2015 JOINT MEETING WITH CAYUCOS SANITARY DISTRICT; (ADMINISTRATION/PUBLIC WORKS)  
<https://youtu.be/vyzSrODmkdU?t=3h10m21s>

City Manager Buckingham presented the staff report.

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

Barry Brannin, Morro Bay, shared the importance of relationships—there's a lot of give and take, good times, thin times. Throughout 55 years we always had trust. He is afraid that in our hurry to get the plant built, we have lost the trust of our partner. We need to solve the trust problem.

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

Councilmember Headding agrees the absolute foundation of any relationship in their lives is based on a foundation of trust. He also recognizes there are limitations that inhibit one's ability to have casual conversations that might provide insight into direction; members of both communities have expressed those frustrations. He wants this to be a regional collaborative partnership based on the foundation of trust and at a cost-sharing arrangement.

Councilmember Smukler stated the City has worked hard to get to an excellent sight through a very strong public engagement and serious study and analysis. He is confident we can get to the point we have a plant, and we don't have a choice about how quickly we need to get there. He is committed to working together with Cayucos and supports the suggested motion.

Councilmember Johnson asked the staff presentation be posted on the City website as it provides the basics of where we are now and where we are going.

MOTION: Mayor Irons moves the Council reaffirm our shared intention to work cooperatively with the Cayucos Sanitary District to construct a new Wastewater Treatment Plant / Water Reclamation Facility at the preferred Rancho Colina site, to reach initial operational capacity for the WWTP in 5 years, and pledge to continue to work in good faith to keep the project moving forward on the previously presented 5-year schedule. The motion was seconded by Councilmember Johnson and carried unanimously, 5-0.

D. NEW BUSINESS

D-1 DISCUSSION AND DIRECTION TO STAFF REGARDING LEASE SITE 69-70/69W-70W LOCATED AT 595 EMBARCADERO (MORRO BAY AQUARIUM); (ADMINISTRATION)  
<https://youtu.be/SrUdjOOwjuM?t=1s>

City Manager Buckingham presented the staff report.

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

Councilmember Headding became involved as a result of a LEAP initiative to see an educational facility / attraction for economic improvement and development. CCA is an extremely willing partner that has demonstrated success and is rising to the occasion. They are able to do significant fund-raising and have a good relationship established with Cal Poly—above and beyond what was initially imagined. This item fits in goals to draw visitors and improve the economy. He supports the proposed motion.

Councilmember Smukler is glad to see we've worked with CCA and Cal Poly and believes this will be one of the most exciting projects on the Embarcadero, if not the entire town.

Councilmember Makowetski sees this as a great opportunity. Looking at everything we've been doing on the Embarcadero, the harborwalk, creating this unification, working with our community partners such as Cal Poly and PG&E, the concept of wave technology, the whole idea of scientific outreach; it's good to see this go forward.

Councilmember Johnson agrees this is a unique opportunity and it's important to note that even though CCA didn't respond to RFP, they continued to reach out to the City. CCA is a very strong organization with a committed board, not only to the governance of the organization, but also to fund-raising. Cal Poly is an exceptional partner that would benefit Morro Bay directly, and Dean Wendt is also active in our fishing community.

Mayor Irons wants to recognize the vision of the Tyler's; CCA had similar vision and started with a very small aquarium, then grew to the CCA we see today. CCA reached out to Morro Bay very early on and have been very respectful of the Tylers. The partnership with Cal Poly is a great opportunity.

**MOTION:** Councilmember Headding moved the Council direct staff to work directly with CCA board of directors to develop a proposal for a public/private partnership for the operation and future revitalization of the Morro Bay Aquarium lease site, a proposal that must come back to City Council for review and approval before any binding agreement is considered. The motion was seconded by Councilmember Johnson and carried unanimously, 5-0.

D-2 DISCUSSION AND DIRECTION ON PRIORITIZATION OF PLANNING DIVISION OBJECTIVES; (COMMUNITY DEVELOPMENT)

<https://youtu.be/SrUdjOOwjuM?t=25m31s>

Community Development Manager Graham presented the staff report. City Manager Buckingham suggested that based on the adopted goals and objectives, Council consider the following six items be the top priorities: Residential Design Guidelines, Beach Street Parking Amendment, Sign Ordinance, Parking Management Plan, Secondary Unit Ordinance and Downtown Specific Plan.

The public comment period for Item D-2 was opened; seeing none, the public comment period was closed.

Councilmember Smukler trusts Mr. Graham's judgment and prefers the Council affirm rough set of upper priorities and allow staff to strategically approach details as they see fit.

Councilmember Johnson generally agrees with those six priorities, moving around as needed, and asks staff to keep a list of items that aren't related to goals for the future. Also important to respond to Planning Commission's request to look at commercial design guidelines.

Councilmember Headding would like to see the sign ordinance completed and it is imperative to get residential design guidelines done. He would like to see the waterfront master plan in the next budget period, along with commercial design guidelines.

Mayor Irons asked staff to consider creating a waterfront master plan fund during budget process and also wants to consider Planning Commission's request for commercial design guidelines.

**MOTION:** Councilmember Smukler moved the Council prioritize items as suggested by staff: 1) Residential Design Guidelines, 2) Beach Street Parking Amendment, 3) Sign Ordinance, 4) Parking Management, 5) Secondary Units, and 6) Downtown Specific Plan. Retain all items on work list prioritized by time, regulatory sensitivities, city goals, budget, and staff time, and provide staff the flexibility to strategically pursue opportunities to advance other items, as feasible. The motion was seconded by Mayor Irons.

Councilmember Headding requested the Motion be amended to include consideration of return on investment. Councilmember Smukler accepted the amendment. The amended motion was seconded by Mayor Irons and carried unanimously, 5-0.

**MOTION:** Councilmember Smukler moved the Council direct staff to bring updates on individual items, as necessary, and schedule an annual review of the work program. Staff noted they will bring individual items to the Council as guidance is required. The motion died for lack of a second.

D-3 REVIEW AND DISCUSSION OF STOP SIGN REQUEST FOR THE INTERSECTION OF MAIN AND PACIFIC STREETS); (PUBLIC WORKS)  
<https://youtu.be/SrUdjOOwjuM?t=1h8m33s>

Public Works Director Livick presented the staff report and responded to Council inquiries.

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

Councilmembers Smukler and Johnson support additional traffic calming at this intersection including stop signs and crosswalks. Councilmember Makowetski agrees traffic calming or slowing is needed, though not necessarily a stop sign.

Mayor Irons supports the staff recommendation and would consider crosswalks. He understands neighbor concerns and believes those concerns apply to several other intersections in town.

MOTION: Councilmember Smukler moves the Council order staff to return with a resolution that causes the installation of a traffic control device on Main Street at Pacific Street. The motion was seconded by Councilmember Johnson. The motion carried 3-2, with Irons and Heading opposed.

MOTION: Mayor Irons moved to the meeting go past 11:00. The motion was seconded by Councilmember Heading and carried unanimously, 5-0.

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS - None  
<https://youtu.be/SrUdjOOwjuM?t=1h18m49s>

ADJOURNMENT

The meeting adjourned at 11:02p.m.

Recorded by:

Dana Swanson  
City Clerk



AGENDA NO: A-2

MEETING DATE: May 12, 2015

## Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** May 4, 2015

**FROM:** Rob Livick, PE/PLS - Public Works Director/City Engineer

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

### **RECOMMENDATION**

Staff recommends this report be received and filed.

### **ALTERNATIVES**

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

### **FISCAL IMPACT**

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

### **BACKGROUND**

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

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

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

Staff's focus has continued to be on implementing work on the MMRP projects approved for the

Prepared By:   BK  

Dept Review:   RL  

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

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

FY14/15 budget. The adopted FY14/15 budget contains \$1.221M in funding MMRP projects. The funds represent new MMRP projects as well as roll over from the FY13/14 budget for the headworks screening project and chlorine contact tank repairs.

Additionally, in anticipation of the budget preparation process for the 2015/2016 fiscal year, staff has continued to coordinate with City and District staff as well as MKN to identify priority projects and develop budgetary numbers for inclusion in the MMRP for the next fiscal year's budget for the WWTP.

The proposed budget for MMRP projects for FY 15/16 will be presented to the City and District during budget deliberations. The goal in developing the budget for the MMRP is to recognize the goal to have the new WRF operational during the life of the next NPDES operational permit. This goal will insure prudent spending on this facility and still maintain the high quality effluent that is discharged to the Estero Bay.

## **DISCUSSION**

### **Digester #1 Repair**

An Invitation to Bid for the sandblasting and coating of digester #1, project number: WWTP Digester #1 Repairs and Coating: MB-2015-WW05, was public noticed on March 22. Three bids were received, with Ellison Environmental, Inc. dba Fluid Resource Management (FRM) being the lowest responsible bid. The Council and District Board awarded a contract for the sandblasting and coating of digester #1 to FRM at their regular meetings on April 14 and 16, in the amount of \$132,000. City staff is currently working with FRM to execute a contract. The project schedule calls for the work to be complete by July. Plant staff has continued to proceed with the repair and replacement projects for the valving and piping on digester #1.

### **Chlorine Contact Basin Improvements**

The repairs to the chlorine contact basin were completed on Wednesday April 15. The project started at 12:01 am on Wednesday April 15, and the work was complete and plant operations were back to normal at approximately 8:30 pm on the 15<sup>th</sup>. Work included replacement of the drive and idler shafts and new sprockets in the south contact chamber, a new guiderail in the north contact chamber, and repairs to the wear strips on the tank floor. Staff also drained and inspected the portion of the tank where the flash mixer and 3W pumps (plant process water) are located. They are still reviewing the results of that inspection to determine if repairs are warranted to the diffuser system located in that section of the tank. The work did require by-passing of the chlorine contact tank while the repairs were performed from 8:00 am to 8:30 pm. During the by-pass period, the effluent was chlorinated and disinfected, but was not dechlorinated as required by the NPDES permit. By-passing of the tank resulted in a violation of the total chlorine daily maximum residual limit of 1.07 mg/L. The effluent value for total chlorine residual reported to Regional Water Quality Control Board (RWQCB) staff for April 15 was 7.2 mg/L. The violation of the total chlorine daily maximum residual limit is an effluent violation and will result in a minimum mandatory penalty of \$3,000. Staff at the RWQCB and the California Department of Health Shellfish Division was notified prior to the work beginning and after the work was completed and plant operations returned to normal. Staff also followed up with an email to RWQCB staff informing them of the project details and the violation of the NPDES permit for total chlorine daily maximum residual limit. Further information will be included when the April Monthly Operations Summary is submitted to the RWQCB.

### Rehabilitation of primary clarifier #2

Staff has completed repairs to the catwalks on primary clarifier #2 and #1. The repairs entailed removal of some badly corroded steel cross members and replacing them with new steel cross members. Staff with Sunrise Coatings coated the catwalks for primary clarifier #1 and #2 using an epoxy based coating system. Staff have also purchased valving and piping for repairs to the sludge and scum pump piping on the two clarifiers. Ultimately, staff anticipates performing repairs to the metal framework on the flights and skimmer cage assembly; repair and replacement of piping and valving, and other associated components.

### Purchase and Installation of New Distributor Arms and Biofilter Improvement Project

Staff will continue to work with City Public Works Engineering staff and MKN for the purchase and installation of new distributor arms on biofilter #2 and replacement of the main bearing on the turntable. These units are a critical component of the secondary treatment system. This project will likely be deferred to the FY15/16 budget as staff will not be able to complete the work in this fiscal year.

### Floodwall Installation at the Biofilters and Interstage Pumping Station

Staff will continue to work with City Public Works Engineering staff on the design and installation of flood walls around the periphery of the two biofilters and interstage pumps to prevent inundation during a flooding event in accordance with the requirements of the existing and anticipated NPDES permit. This project will likely be deferred to the FY15/16 budget as staff will not be able to complete the work in this fiscal year.

### **CONCLUSION**

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



AGENDA NO: A-3  
MEETING DATE: May 12, 2015

## Staff Report

**TO: Honorable Mayor and City Council**                      **DATE: May 7, 2015**  
**FROM: David Buckingham, City Manager**  
**SUBJECT: Ratification of Contract with Sam Taylor for Services as Deputy City Manager**

### **RECOMMENDATION**

Council to ratify the contract with Sam Taylor, Deputy City Manager.

### **FISCAL IMPACT**

There is no fiscal impact related to this action. The Recreation Director position is vacant, and will remain so. Therefore, adding the Deputy City Manager position does not increase the Council-approved full-time equivalents (FTE) employee level. Further, there are adequate budgeted funds in the FY 2015/16 for this hire – and, in fact, considering pay and benefits, there will be a moderate net improvement in personnel costs.

### **SUMMARY/DISCUSSION**

As your City Manager, it is within my scope of responsibility to negotiate and hire employees for the City of Morro Bay.

In considering the 10 Goals and 73 particular FY16 Objectives adopted by Council on Feb 24, 2015, and in further assessing the City's current organization and the areas requiring the most attention and improvement in the decade ahead, I am convinced that we require senior staff member with the skill-set Mr. Taylor possesses.

As Deputy City Manager, Mr. Taylor will focus on Economic Outreach, Public Engagement and Information Technology. He will be part of my executive team, will have an office in City Hall, will be supervised by me and will supervise our Information Technology Division. His position is equal to the Department Heads.

Mr. Taylor was, by far, the #1 candidate, of 112 considered and nine interviewed, for a similar position in a nearby city. After recruiting him to come to Morro Bay, Mr. Taylor visited for two days (he paid his own way here) and met with a selection of Morro Bay residents, City staff, Councilmembers and a former interim City Manager. Based on the 100% support (and excitement) from each of those "interviews", I hired Mr. Taylor to work for me as a Deputy City Manager.

Mr. Taylor is currently the Assistant City Manager for Ferndale, Washington. In addition to 5 years as a newspaper reporter on the local beat, and 5 years as Clerk and then Assistant City Manager in

Ferndale, Mr. Taylor is completing a Master's Degree in Public Administration. His resume is attached.

Mr. Taylor and his wife and young family depart Ferndale in mid-May and will arrive on the Central Coast in late May. His first day in the office will be June 1, 2015.

The contract I negotiated with Mr. Taylor to provide Deputy City Manager services is attached, as is his job description. The contract was developed based upon the terms agreed upon in a conditional offer of employment letter.

**CONCLUSION**

I am personally very excited that Sam is joining our team. His vigor, passion, experience and listening ear – combined with tremendous critical skills, will be great for our City.

**ATTACHMENTS**

1. Contract for Sam Taylor
2. Mr. Taylor's 1-page Resume

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

## CITY OF MORRO BAY

### DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

This DEPUTY CITY MANAGER AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 28<sup>th</sup> day of April 2015, by and between the CITY OF MORRO BAY, a general law city and municipal corporation (hereinafter referred to as the "CITY") and SAMUEL TAYLOR, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

### RECITALS

WHEREAS, it is the desire of the City Manager of the CITY to employ an individual to serve in the position of Deputy City Manager; and

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the City Manager desires to employ EMPLOYEE to serve as the Deputy City Manager for the CITY; and

WHEREAS, EMPLOYEE has the required level of education, experience, skills and expertise to serve as the Deputy City Manager of the CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of Deputy City Manager services to the CITY and its related agencies; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of Deputy City Manager professional services to the CITY and its related agencies through this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

### AGREEMENT

#### 1.0 EMPLOYMENT & DUTIES

1.1 Duties. The City Manager hereby appoints and employs EMPLOYEE as Deputy City Manager for the CITY to perform the functions and duties of that position, as described in Exhibit A to this AGREEMENT and such other legally permissible and proper duties and functions as the City Manager shall, from time to time, direct or assign to EMPLOYEE. The City Manager reserves the right to amend the Deputy City Manager's functions and duties, as he/she deems necessary and appropriate, without requiring EMPLOYEE's acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized the Deputy City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges proper performance of the duties of Deputy City Manager will require EMPLOYEE to generally observe normal business hours (currently

8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour lunch period), as set by the City Manager and as may be duly revised from time-to-time by the City Manager, and will also often require the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Deputy City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 FLSA Exempt Status. EMPLOYEE acknowledges and agrees the Deputy City Manager position is that of an exempt employee of the CITY for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus his professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the City Manager.

1.5 Employment Status. Upon appointment to the Deputy City Manager position, EMPLOYEE shall serve at the will and pleasure of the City Manager, and understands by accepting the Deputy City Manager appointment, he shall be an "at-will" employee, and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City Manager may terminate EMPLOYEE at any time, in accordance with Subsection 3.4 below.

1.6 Exemption from Personnel System. Morro Bay Municipal Code (MBMC) §2.32.040 exempts the Deputy City Manager position from the CITY's Personnel System established in MBMC Chapter 2.32. EMPLOYEE understands, acknowledges and agrees EMPLOYEE is exempt from the CITY's Personnel System.

1.7 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE, while performing his duties during the term of this AGREEMENT, shall be furnished to, and become the property of, the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

## **2.0 COMPENSATION AND REIMBURSEMENT**

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual base salary shall be One Hundred Thirteen Thousand Two Hundred Dollars (\$113,200.00) (the "Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective the first full pay period after the effective date of this AGREEMENT, as provided in Subsection 3.1 hereof. The Salary shall be subject to normal and proper withholdings, as determined by state and federal law and as determined appropriate by the City Manager and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Salary Review. The City Manager and EMPLOYEE agree to endeavor to conduct an annual review of the Salary concurrently with the annual performance evaluation set forth in Subsection 5.2 hereof.

2.3 Salary Adjustment. Following the annual performance evaluation, set forth in Subsection 5.2 hereof, and the annual Salary review, set forth above in Subsection 2.2, the City Manager may increase EMPLOYEE's base salary and benefits package based on the results of those annual reviews, and subject to the City Council budgetary direction. Any adjustment in the base salary or benefits, following the annual performance evaluation under Subsection 5.2 and review under Subsection 2.2, shall be at the sole discretion of the City Manager.

As part of EMPLOYEE's initial review, which has been set for July 1, 2016, the City Manager may grant a 5% salary increase based on strong performance, as determined by the City Manager, in his/her sole discretion.

In addition, the City Council may agree to adjust the compensation of its Management employees from time to time in order to adjust to changes in the cost of living. Such changes will be applied to EMPLOYEE's compensation at the same time, and in the same way, as done for the Management employees.

2.4 Business Expense Reimbursements. The CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY-related business expenses incurred by EMPLOYEE in the performance of his duties. All reimbursements shall be subject to, and in accordance with, California law, the CITY's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

## **3.0 TERM**

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder at 8:00 a.m. Pacific Daylight Time on May 23, 2015, or such other date/time upon which EMPLOYEE and City Manager may mutually agree. In the event EMPLOYEE commences services on a date other than May 23, 2015, such date shall be deemed the effective date of this AGREEMENT (the "Effective Date").

3.2 Term. CITY hereby employs EMPLOYEE for an initial term of three (3) full fiscal years, commencing on the Effective Date and continuing to and including June 30, 2018, subject to termination by the City Manager or by EMPLOYEE, with or without cause, as

hereinafter provided in Subsections 3.3 and 3.4, at the conclusion of which this AGREEMENT shall automatically terminate. Prior to such automatic termination, the City Manager shall have the option to unilaterally extend the Term of this AGREEMENT for an additional three (3) years, subject to termination by the City Manager, City Council or by EMPLOYEE, with or without cause, as hereinafter provided in Subsections 3.3 and 3.4. Additionally, the Term of this AGREEMENT may be extended upon mutual concurrence from the City Manager and the EMPLOYEE, as evidenced by a writing signed by both parties. The CITY agrees in the last year of the initial three-year Term of this AGREEMENT, and in the last year of the Term of this AGREEMENT if the Term of this AGREEMENT is extended, the annual evaluation will be performed at least six (6) months prior to the expiration of the Term.

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE gives the City Manager at least thirty-days' (30-days') advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by the CITY. The CITY may terminate this AGREEMENT at any time without cause by providing written notice, as provided below, or with cause, by providing written notice including the reason(s), as provided below. The CITY's right to terminate EMPLOYEE, pursuant to this Subsection 3.4, shall not be subject to or in any way limited by the CITY's Rules and Regulations of the Personnel System, or any subsequent related resolutions, or past CITY practices related to the employment, discipline or termination of the CITY's employees. EMPLOYEE expressly waives any rights that may be provided for the Deputy City Manager under the CITY's Rules and Regulations of the Personnel System, MBMC, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of Deputy City Manager. Notwithstanding this Subsection 3.4, upon appointment to the Deputy City Manager position, EMPLOYEE remains an at-will employee serving at the pleasure of the CITY.

(a) Termination by the CITY for Cause. The City Manager may terminate this AGREEMENT at any time by providing EMPLOYEE with five-business-days' (5-business-days') written notice of the termination for cause, and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (*i.e.*, offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies or a finding any legally prohibited personal act(s) of harassment against a CITY official, employee, citizen, vendor or other person having any business or relationship with the CITY or legally prohibited personal act(s) of discrimination against a CITY official, employee, citizen, vendor or other person having any business or relationship with the CITY has(have) occurred, 7) violation of the MBMC, ordinances, rules, and regulations, including, but not limited to the CITY's Rules and Regulations of the Personnel System and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any

illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, then the CITY shall have no obligation to pay EMPLOYEE any severance.

(b) Termination by the CITY Without Cause. By providing EMPLOYEE written notice thereof, the City Manager may terminate EMPLOYEE without cause. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees the only severance pay to which he may be entitled is as provided in Subsection 4.1, below.

#### **4.0 SEVERANCE**

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance as follows, contingent upon the length of EMPLOYEE's service with the CITY:

- If the termination without cause is effective during Fiscal Year 14-15 or 15-16, then the CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary, then in effect, multiplied by twelve (12), excluding deferred compensation or the value of any other benefits and with all withholdings and deductions as required by law.
- If the termination without cause is effective during Fiscal Year 16-17, then the CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary, then in effect, multiplied by nine (9), excluding deferred compensation or the value of any other benefits and with all withholdings and deductions as required by law.
- If the termination without cause is effective during Fiscal Year 17-18, then the CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary, then in effect, multiplied by six (6), excluding deferred compensation or the value of any other benefits and with all withholdings and deductions as required by law.
- If the termination without cause is effective during Fiscal Year 18-19 or any subsequent Fiscal Year, then the CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary, then in effect, multiplied by four (4), excluding deferred compensation or the value of any other benefits and with all withholdings and deductions as required by law.

Notwithstanding any other provision of this Subsection 4.1, if any proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute.

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. If EMPLOYEE is terminated for cause, as provided in Subsection 3.4(a), above, then the CITY shall have no obligation to pay the severance provided for in Subsection 4.1, above. If EMPLOYEE initiates termination of this AGREEMENT, as provided in Subsection 3.3, above, then the CITY shall have no obligation to pay the severance provided for in Subsection 4.1,

above. If this AGREEMENT expires by its own terms, without early termination by the CITY or EMPLOYEE, then the CITY shall have no obligation to pay the severance provided for in Subsection 4.1.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause or by expiration of this AGREEMENT. EMPLOYEE expressly waives any and all other rights with respect to severance pay, except as provided herein. Any and all severance rights are conditioned upon, and in consideration for, execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto, in form only as Exhibit C.

## **5.0 PERFORMANCE EVALUATIONS**

5.1 Purpose. The performance review and evaluation process, set forth herein, is intended to provide review and feedback to EMPLOYEE so as to facilitate more effective employment with the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE as Deputy City Manager (as set forth in Subsection 1.5 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review, and evaluate the performance of EMPLOYEE, annually, on or about July 1, using an evaluation form to be approved by City Manager. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Subsection 2.2 hereof, and in accordance with the purpose noted in Subsection 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the performance review and evaluation process, and may, at his/her sole discretion, schedule at least one (1) face-to-face meeting with EMPLOYEE to deliver and discuss the evaluation.

## **6.0 BENEFITS AND OTHER COMPENSATION**

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its Deputy City Manager, and agrees EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations, and to attend area and regional meetings and conferences related to matters of interest to the CITY, consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. The City Manager hereby agrees to recommend a budget amount to be approved in the exercise of the City Council's sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. Those activities shall include membership in at least one professional association and attendance at one annual community development conference. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the

performance of the duties hereunder. Tuition will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution; provided, that: i) the subject matter of the course relates directly to and contributes toward the Deputy City Manager position with the CITY; ii) EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; iii) EMPLOYEE has furnished evidence the course has been completed with at least a "C" or "pass" grade; and iv) the City Manager has agreed, in writing, to EMPLOYEE's attendance at the course(s).

Subject to the City Council's sole discretion for approval, the City Manager also agrees to recommend a budget amount to pay for (i) travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY and (ii) professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

6.2 Moving Expenses. The CITY will provide up to \$10,000 for moving expenses; provided that, \$5,000 of that amount which will be credited by the CITY providing 15 banked vacation days.

6.3 Automobile and Transportation. The CITY agrees to pay EMPLOYEE an allowance of \$3,000 per year (\$115 per pay period) as reimbursement for the operation and depreciation costs of maintaining an automobile, which is used by the EMPLOYEE in discharging his duties. That allowance shall be paid in the EMPLOYEE'S regular paycheck so that record-keeping will not be required, therefore easily complying with the IRS regulations. EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. The CITY shall reimburse EMPLOYEE for any business use of the vehicle beyond San Luis Obispo County at the IRS standard mileage rate.

6.4 Relocation Loan. City shall provide EMPLOYEE a loan to assist EMPLOYEE with his relocation. That loan shall be made by the CITY at a time and date agreeable to the parties, and only after EMPLOYEE signs a promissory note, substantially similar to Exhibit D, attached hereto.

6.5 Other Benefits. EMPLOYEE shall be entitled to those benefits set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **7.0 INDEMNIFICATION**

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

**8.0 OTHER TERMS- CONDITIONS OF EMPLOYMENT**

The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as he/she may determine from time to time; provided, that such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by EMPLOYEE and the City Manager.

**9.0 GENERAL PROVISIONS**

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties, and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY, and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Manager approval.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:  
City Manager  
City of Morro Bay  
565 Harbor Street  
Morro Bay, California 93442

To EMPLOYEE:  
Samuel Taylor  
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including, but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with those Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

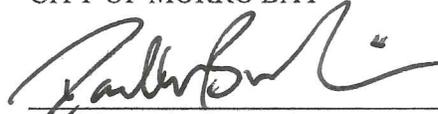
§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of the foregoing provisions, if any of those provisions are applicable to EMPLOYEE, including EMPLOYEE agrees any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant, to each other, each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

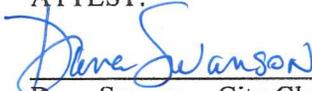
IN WITNESS WHEREOF, the City of Morro Bay has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF MORRO BAY



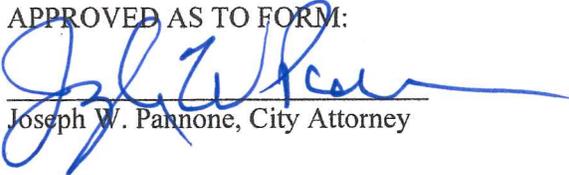
David Buckingham, City Manager

ATTEST:



Dana Swanson, City Clerk

APPROVED AS TO FORM:



Joseph W. Pannone, City Attorney

DEPUTY CITY MANAGER



Samuel Taylor

**EXHIBIT A**

JOB DESCRIPTION  
DEPUTY CITY MANAGER

(Immediately behind this page)

# **CITY OF MORRO BAY**

## **Deputy City Manager – Economic Outreach & Public Engagement**

### **DEFINITION**

Under the guidance of the City Manager, perform a variety of administrative, supervisory and technical work to plan, direct, develop, supervise and coordinate the City's economic outreach and public engagement activities. Represent the City Manager on assigned projects and committees, including the Morro Bay Tourism Business Improvement Advisory Board (TBID), Morro Bay Tourism Bureau, the San Luis Obispo County Tourism Marketing District (TMD), and the Chamber of Commerce Board. Assist in the implementation of the City's Economic Development Strategic Plan and economic development efforts, public engagement programs, projects and activities. Serve as City liaison for both City and other community special events. Oversee the Information Technology Division, and assist in other duties as assigned by the City Manager.

### **SUPERVISION RECEIVED**

Works under the general direction of the City Manager.

### **SUPERVISION EXERCISED**

Exercises supervision over professional, administrative and clerical personnel as assigned.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Manages and supervises assigned operations to achieve goals within available resources.
2. Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates activities with other departments and agencies as needed.
3. Provides professional advice to City Manager and other officials; makes private and public presentations to City Council, boards, commissions, civic groups and the general public.
4. Communicates official plans, policies and procedures to the general public.
5. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
6. Establishes long-range objectives and specifies the strategies and actions to achieve them.
7. Writes and participates in the preparation and presentation of comprehensive reports and recommendations on assigned projects.
8. Confers with executives, department heads, and other staff to coordinate activities.
9. Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
10. Represent the City at various events and meetings to further the strategic goals of the City.

11. Develops, designs and creates new ideas, relationships, systems and artistic contributions.
12. Develops creative ways to solve problems.
13. Manages the City's website and City's official social media feeds.
14. Establishes marketing goals; develops and executes marketing plans and programs, both short and long range.
15. Researches, analyzes, and monitors financial, technological, and demographic factors so that market opportunities may be capitalized on. Plans and oversees the organization's promotional activities including social, digital and broadcast media; print, electronic, and direct mail outlets.
16. Coordinates and communicates with outside advertising agencies on ongoing campaigns.
17. Ensures effective control of marketing results and takes corrective action when necessary to be certain that the achievement of marketing objectives are within designated budgets.
18. Identifies and develops marketing and advertising contacts for promotional campaigns. Coordinates with media to disseminate advertising. Plans and executes promotions and marketing policies and strategies for the organization.
19. Evaluates market reactions to promotions programs in order to ensure the timely adjustment of strategy as needed.
20. Coordinates the development and distribution of information regarding programs, services, activities, issues, policies, and procedures of the organization.
21. Coordinates the research, data collection, and preparation of communications, reports, and other written or visual material needed for grant applications, public presentations, brochures, flyers, news releases, reports, special projects, etc.
22. Writes or coordinates with other staff members or vendors to write articles, reports, editorials, and other material.
23. Reads and evaluates material submitted for publication consideration.
24. Organizes material, plans overall and individual page layouts, and selects type for various publications.
25. In conjunction with Community Development, Manager coordinates the City's Economic Development efforts; develops and leads an Economic Development Task Force.
26. Assists in the implementation of the City's Economic Development Element and economic development strategic plan.
27. Develops, implements and markets programs for business enhancement, retention and expansion.
28. Manages and supervises Information Technology operations, activities and services to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and direct changes as needed.
29. Directs, coordinates, and participates in the development and implementation of goals, objectives, policies, procedures, and priorities, and provides staff leadership on policy planning for recreational and outreach activities.
30. Other duties as assigned.

## **EMPLOYMENT STANDARDS**

Knowledge of:

1. Effective techniques of supervision and public relations
2. Proper English usage, grammar, punctuation, vocabulary and spelling
3. Proper office methods, procedures and practices
4. Principles and methods for promoting the organization, including marketing strategy and tactics.
5. Media production, communication and dissemination techniques and methods, including alternative ways to inform via written, oral and visual media.

Ability to:

1. Communicate effectively with City Council, staff, media and the general public
2. Work cooperatively with staff from various departments and at various levels
3. Manage major projects and programs
4. Supervise and perform technical research and statistical compilation
5. Prepare clear, accurate and comprehensive reports
6. Supervise, train and evaluate assigned staff

### **PERIPHERAL DUTIES**

1. Serve as a member of various employee committees
2. Provide back up to other related positions
3. Assist other departments within organization to prepare manuals and technical publications
4. Perform research activities concerned with gathering information or with compilation of statistics pertinent to planning and execution of outreach campaigns

### **DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

Graduation from an accredited college or university with a bachelor's degree in marketing, advertising, public relations, business or public administration, or a related field, and a minimum of three (3) years of related experience,

**OR**

Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

1. Considerable knowledge of marketing methods and procedures; considerable knowledge of marketing and advertising; working knowledge of general management and municipal government;
2. Possess excellent customer service skills using tact, judgment, discretion and have a flexible, approachable and friendly demeanor. Willingness to participate in a fast-paced team environment. Be self-motivated, highly energetic and creative.
3. Ability to communicate effectively orally and in writing.
4. Ability to work evenings and weekends when necessary.

5. Ability to develop and implement market research; ability to train and motivate staff; ability to establish and maintain effective working relationships with employees, other departments, vendors and the public;

### **SPECIAL REQUIREMENTS**

Valid Class C Driver's License

### **TOOLS AND EQUIPMENT USED**

Personal computer including spreadsheet and word processing software, Microsoft Office products, telephone, cell phone, copiers and other standard office equipment.

### **PHYSICAL DEMANDS**

While performing the duties of this job, the employee is frequently required to sit for long periods, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk, talk or hear. The employee must occasionally travel from one location to another in the course of performing City business. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

### **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

**EXHIBIT B  
OTHER BENEFITS**

**A. Retirement**

EMPLOYEE shall be covered by the State of California Public Employee Retirement System (CalPERS). The employee shall pay his own contribution by payroll deduction, consistent with Section 414(h)2 of the Internal Revenue Code. In the event the percentage is increased by CalPERS, EMPLOYEE shall pay any increased percentage.

**B. Vacation Leave**

Upon execution of Agreement, EMPLOYEE shall be provided with 15 vacation days in his vacation bank, in lieu of \$5,000 in moving expenses.

EMPLOYEE shall accrue vacation at a rate of 14 days per year, banked each pay period.

EMPLOYEE shall be entitled to accrue vacation leave in accordance with the 300 hour cap set forth in the current Agreement with the Management Employees Unit. Contrary to the Management Employees Agreement, upon reaching the 300 hour cap, EMPLOYEE will not be paid for the amount of leave in excess of the cap; EMPLOYEE will continue to accrue and must either take the excess as vacation leave or lose the excess at the end of the fiscal year.

EMPLOYEE shall also have the option of converting up to five days of accrued vacation leave into cash once each fiscal year.

**C. Accrued Sick Leave**

EMPLOYEE shall accrue one day paid sick leave per month, for an annual total of 12 days. There is no cap on sick leave accumulation.

EMPLOYEE shall be entitled to receive cash payment for up to 50% of unused sick leave upon termination of employment, provided that such amount shall not exceed \$4,500. EMPLOYEE is entitled to payment for unused sick leave, pursuant to this subsection, upon resignation only if 30-days' written notice of intent to terminate is given, in accordance with Subsection 3.3 of this Agreement.

EMPLOYEE may convert up to ninety-six hours of unused accumulated sick leave into paid vacation leave once during the following fiscal year, on a ratio of two sick leave hours for one vacation hour. At least 24 hours shall remain in EMPLOYEE's sick leave bank after any conversion is authorized. In addition, the right to convert does not carry over or rollover from fiscal year to fiscal year; failure to request conversion, in any fiscal year, eliminates the right to do so for that fiscal year.

Sick leave that is compensated or converted to vacation cannot be used toward the CalPERS sick leave credit option at retirement.

**D. Administrative Leave**

The Administrative Leave Policy for Management Employees Unit shall apply to EMPLOYEE with the following exceptions:

1. EMPLOYEE may take up to eighty hours of administrative leave during any fiscal year;  
and
2. The City Manager may, due to exceptional and documented circumstances, grant administrative leave in excess of the eighty-hour limit.

**E. Deferred Compensation**

EMPLOYEE will receive \$3,600 per year in deferred compensation.

**F. Insurance**

Insurance benefits are provided in accordance with the agreement with the Management Employees Unit.

**G. COBRA**

The Consolidated Omnibus Budget Reconciliation Action (COBRA) provision is in effect for Executive Employees.

**H. Other Employee Benefits**

All provisions of the Morro Bay Municipal Code and the City's Agreement with the Management Employees Unit, as they relate to benefits and work conditions, shall apply to EMPLOYEE, and are included by reference herein, unless specified or exempted in this Agreement.

## **EXHIBIT C**

### **AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE**

#### **1. PARTIES**

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Morro Bay, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and SAMUEL TAYLOR, an individual (hereinafter referred to as "EMPLOYEE").

#### **2. RECITALS**

2.1. EMPLOYEE was hired by THE CITY as an at-will Deputy City Manager effective on or about May 23, 2015 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit A ("THE CONTRACT"). EMPLOYEE is currently \_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including, but not limited to, its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of \_\_\_\_\_ as of \_\_\_\_\_, \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### **3. CONSIDERATION**

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of \_\_\_\_\_ and \_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including May 23, 2015, (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

**4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases

any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so, and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution** of this AGREEMENT to revoke this AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed this AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

#### **5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

#### **6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

## **7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be

required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants, as a material term of this AGREEMENT, EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Manager  
City of Morro Bay  
565 Harbor Street  
Morro Bay, California 93442

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_ EMPLOYEE

By: \_\_\_\_\_  
Samuel Taylor  
THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
[\_\_\_\_\_] , City Attorney  
[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: \_\_\_\_\_  
[Counsel Name]

**Experience**

**Assistant City Administrator; Previous- City Clerk & Community Information Officer** Ferndale, Wash. January 2011-Present  
 Management of the Administrative Services Department, including Deputy City Clerk, and the following functions:

- **Economic Development & Tourism** – In partnership with the Community Development Department create economic development initiatives and create City communications and marketing materials related to various City construction incentives. Recently tasked with updating the City's Utilities Element of the Comprehensive Plan, our long-range planning document guiding the next 20 years of growth in Ferndale. The update involved strategic visioning of a high-speed municipal fiber optic network for business recruitment. Staff liaison to the Lodging Tax Advisory Committee. I manage the Hotel-Motel Tax Grant program, assessing grant requests and how they maximize promotion of tourism in Ferndale.
- **Communications** – Director of all City communications; writing press releases; speaking to media; development of City's social media presence. Developed graphics and video using Adobe Photoshop and other image editing tools and available video equipment (including iPhone videos to save money!). The City currently has more people "liked" to its Facebook page than are subscribed to either of the local newspapers. Attended and passed Federal Emergency Management Agency's Basic PIO class. Have taken additional 136 hours of online FEMA training related to emergency preparedness.
- **Website Management** – Completely rebuilt the City's website with a Wordpress infrastructure backbone. Saved the City approximately \$20,000 using open source programs rather than seeking website contractor.
- **Risk Management** – Moved City to new insurer effective January 2014 for an annual budget savings of \$107,000. Processing of standard tort claims, education of employees to reduce potential liabilities.
- **Human Resources** – Director of human resources. Assist department heads and City Administrator in discipline procedures and process; Added additional healthcare plan options for employees; Moved approximately 27 percent of staff to lower-cost healthcare plans; Created City Wellness Committee, earning the AWC WellCity Award and saving \$20,000+ in annual insurance premiums. Assist and lead labor relations negotiating sessions.
- **Public Records Officer** – Identification and collection of public records relevant to requests, reviewed for potential exemptions pursuant to the state Public Records Act. Managed the largest requests in the history of the City.
- **Records Management** – Responsible for protection of public records and routine destruction of records past retention period. Implemented digital records archive system to meet state "digitize and destroy" requirements.
- **Legislative** – Policy, research and law development. Management of City Council meetings and processes.

**Government Reporter – The Bellingham Herald, daily** Bellingham, Wash. Sapt. 2006-Jan. 2011

I covered seven cities, a county government, six state legislators, a U.S. congressman, elections and pipeline safety issues, plus various general assignments when needed. My role was to research and distill what can be complex information into something easily understandable and digestible by a wide-range of people with varying levels of education and understanding of the topic. Ran the newspaper's most popular blog, the Politics Blog. Expertise in the Open Public Meetings Act and Public Records Act.

**Reporting Internships & Correspondent Work – Various Newspapers in Idaho & Washington** 2003-2006

**Education**

University of Idaho – Bachelor of Sciences – Journalism; Political Science minor

International Institute of Municipal Clerks – Certified Municipal Clerk

Kent State University – Master of Public Administration (graduating August 2015)

Focus in strategic planning, program evaluation, research methods, personnel management, non-profit law and fundraising.

**Skills**

Proficient in Microsoft Office Suite; HTML; CSS; Wordpress; Karaoke; Adobe Photoshop; Paint.NET, FTR Gold Recording Software; expertise in open government initiatives; ability to build desktop computers; ability to easily learn new software programs quickly.

**Activities**

**Emerging Local Government Leaders – Washington State Advisory Board Member**

November 2014- Present

**Whatcom County Planning Commission – Commissioner**

Appointed 2014

**Washington Municipal Clerks Association**

January 2011-Present

**Society of Professional Journalists**

Spring 2003-Spring 2008

President of UI SPJ (2005-2006); participant in Tedd Scripps Leadership Institute in Indianapolis, MD (2006)



## **SUMMARY**

This is the annual reaffirmation of the MBTBID and intention to continue the 3% assessments, as required by California Streets and Highway Code Section 36520-36537. Staff requests Council hold the public hearing to receive testimony for or against the continuation of the MBTBID, review the draft FY 15/16 budget, adopt Resolution No. 22-15, and set the date of the public hearing to authorize levying the assessments for May 26, 2015.

## **BACKGROUND**

The Morro Bay Tourism Business Improvement District (MBTBID) was established by Ordinance 546, dated April 27, 2009. It is an improvement district, composed of hotel businesses that self-assess 3% of the rent charged, per occupied room, per night, for all transient occupancies. This improvement district is established under the State of California Streets and Highway Code Section 36520-36537. Annual reaffirmation of the improvement district is required.

## **DISCUSSION**

This is the second step in the reaffirmation of the MBTBID, as required by California law. The financial reports were presented to City Council on April 28, 2015 by the Morro Bay Tourism Bureau. The City's draft FY 2015/16 budget is presented in this staff report, along with Resolution No. 22-15, which is the intent to continue the activities of the MBTBID and levy the 3% assessments, unless modified by City Council at tonight's meeting.

All lodging assessments collect the 3% assessment stays of 30 days or less. It is calculated on the rent charged by the establishment operator per occupied room per night; for example, if the room charge is \$80 per night, the assessment is calculated for each night as  $\$80 \times .03 = \$2.40$ . Assessments are reported and remitted to the City on monthly basis.

Before or at the proposed May 26, 2015 public hearing, individuals and entities that will be subject to the levy and collection of the assessment may submit written or oral protests to the continuation of the MBTBID and the levy of assessment. If written protests are received from hotel businesses in the district, paying fifty percent or more of the annual assessment, and said protests are not withdrawn by the close of the public hearing, no further proceedings to continue the levy of assessments shall take place. The protests are weighted, based upon the annual assessment for the prior year by each hotel business.

## **CONCLUSION**

Staff requests that Council hold the public hearing to receive testimony for or against the renewal of the MBTBID, review the draft FY 2015/16 budget, make any recommended changes, and either adopt Resolution No. 22-15, and set the date of the public hearing to authorize levying the assessments for May 26, 2015, or direct staff to return with a new Resolution, incorporating changes.

## **ATTACHMENTS**

1. Resolution No. 22-15
2. 2015/16 Fiscal Year Annual Report "Year-in-Review" for the Morro Bay Tourism Business Improvement District (S&H Code 36533(b))
3. FY 2015/16 budget adopted by the MBTBID

**RESOLUTION NO. 22-15**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MORRO BAY, CALIFORNIA,  
DECLARING THE INTENTION TO CONTINUE THE PROGRAM AND LEVY  
ASSESSMENTS FOR THE 2015/16 FISCAL YEAR FOR THE  
MORRO BAY TOURISM BUSINESS IMPROVEMENT DISTRICT (MBTBID)**

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

**WHEREAS**, the Parking and Business Improvement Area Law of 1989, Section 36500 et seq., of the California Streets and Highway Code authorizes cities to establish and review business improvement areas for the purpose of promoting tourism; and

**WHEREAS**, on April 13, 2009, City Council held a public hearing for the introduction and first reading of Ordinance 546 to establish the Morro Bay Tourism Business Improvement District (“MBTBID”), and

**WHEREAS**, on April 27, 2009, City Council adopted Ordinance 546; and

**WHEREAS**, on May 11, 2015, at a duly noticed public meeting, the advisory board, formed pursuant to Morro Bay Municipal Code (MBMC), Section 3.60.100, requested the renewal of the TBID for the 2015/16 fiscal year to continue its activities; and

**WHEREAS**, all other findings of Ordinance 546 to establish the MBTBID remain unchanged; and

**WHEREAS**, on May 12, 2015, City Council conducted a public meeting where staff presented the annual report for the fiscal year 2014/15 (the sixth year of the MBTBID), which provides a full and detailed description of the activities provided during the 2014/15 fiscal year and the activities to be provided during the 2015/16 fiscal year, and the adopted budget for fiscal year 2014/15, and proposed fiscal year 2015/16 budget, all of which are attached to this Resolution as Exhibit A and available for review in the City Clerk’s office; and

**WHEREAS**, the budget generally describes the funded activities to be marketing, which attracts and extends overnight stays in Morro Bay hotels, as well as operation of the Visitors Center, whose outreach to potential visitors is key all of which are consistent with the authorized uses for the assessment revenue set forth in MBMC, section 3.60.030.

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

1. The above recitations are true and correct, and incorporated herein by reference.
2. The City Council, having adopted the Annual Report and budgets in a separate action at its

regular meeting on May 12, 2014, declares its intention to renew the Morro Bay Tourism Business Improvement District for the 2015/16 fiscal year, and to levy and collect 3% assessments from hoteliers calculated in the manner set forth in MBMC, section 3.60.050.

3. The City Council sets the date of the public hearing to adopt a Resolution to reaffirm the MBTBID, and levy and collect the 3% assessments from hoteliers as Tuesday, May 26, 2014. Before or at this public hearing written protests to the continuation of the MBTBID and the levy of the assessment may be made, consistent with the requirements of Streets & Highways Code, Sections 36524 and 36525 and MBMC, section 3.60.060.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 12<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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JAMIE L. IRONS, Mayor

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DANA SWANSON, City Clerk

## Annual Stakeholder Meeting “YEAR-IN-REVIEW” 2014-15 REPORT

*MBTB Executive Director, Brent Haugen*

### YEAR-TO-DATE BUREAU STATS (as of January 31, 2015)

Morro Bay Tourism Leads	18
Advertising/Promotional Opportunities	18
Visitor Center Visitors	9,300
Listening Sessions Completed	32
Reservation Widgets on Partnering Sites	4

### 2014-15 SHORT TERM GOALS

#### INCREASE MIDWEEK BUSINESS & OVERALL OCCUPANCY

- Focus on low & shoulder seasons to benefit all properties.

#### RESULTS

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
REVENUE	17.7%	18.9%	6.5%	17.7%	8.6%	11.8%
OCCUPANCY	3%	6%	0%	4%	1%	4%
	<b>JANUARY</b>					
REVENUE	16.5%					
OCCUPANCY	3%					

#### BOARD RETREAT, TRAINING & STRATEGIC PLANNING SESSIONS

- Conducted Board Retreat in May 2014
- Board Training in February 2015
- Strategic Planning Session in February 2015

#### RESULTS

- Clearly defined roles of Board & Executive Director
- Better understanding of organizational structures, policies and liabilities
- Starting point for a 3-5 year strategic plan
- Identified big picture goals for the organization

### **ESTABLISH POLICIES & PROCEDURES**

- Accounts Payable/Receivable
- Visitor Center Clearing House Policy – May 2014
- Media Policy – July 2014
- Financial Reserve Policy – November 2014

### **RESULTS**

- Better & more efficient process for costs and overall time management
- Creation of consistency policy relating to information distribution and usage of Visitor Center staff
- Establishment of costs incurred with visiting media
- Consistent consensus on financial reserves

### **BETTER COMMUNICATIONS TO STAKEHOLDERS**

- Ongoing Listening Sessions
- Monthly Email Marketing to Consumers
  - Increase subscriber list
- Weekly Vacancy Report
- Monthly Executive Directors Report

### **RESULTS:**

- Relationship building & feedback amongst the lodging community
- Increased participation in events, specials, plus an increase in the overall traffic to the MorroBay.org website
- Better process in referring overnight business to Morro Bay lodging, plus statistical information
- Transparency and an ongoing reporting system to all stakeholders

### **CREATE A ROBUST MARKETING & COMMUNICATIONS PLAN**

### **RESULTS:**

- Establishment of goals & objectives
- Better plan, better results

### **EVALUATE VENDOR RELATIONSHIPS**

- Mental Marketing – Public Relations
- Verdin Marketing – Marketing Firm

### **RESULTS:**

- Better reporting, more of a team approach, transparency, consistent creative & messaging, plus increased results in both Marketing & Public Relations

**ESTABLISHED SALES & PROMOTION PROCESS**

- Began lead generation process in May 2014
- Established Pay-To-Play Programs in June 2014
  - San Francisco Chronicle (x 2)
  - iBrochure
- Hired Part-Time Sales & Promotions Coordinator in July 2014
- Hired Part-Time Hospitality Coordinator in July 2014
- Increased Participation of Local Businesses in Promotions
  - Holiday Happenings
  - Free Gift Fridays
  - Pirate’s Classic
  - Girlfriend Getaway Month
  - Bear Weekend
- Visitor Guide Sales in December 2014

**RESULTS**

- More group business for Morro Bay, creation of compression to other properties, establishment of a foundation for growth
- Engagement of lodging and business community in bureau marketing & outreach, more visibility and increased business
- Hiring of staff increased overall efficiencies internally as well as externally
- Promotions provided a platform for increased engagement of our targeted audiences, the business community as well as provided new and inexpensive opportunities to increase overall room nights
- Creating a self-sustaining collateral piece to market the destination, provide a resource for visitors and increase visibility of lodging and other businesses.

**2014 – 15 BUDGET**

**MORRO BAY VISITOR CENTER & EVENT FUNDING**

<b>REVENUE</b>	
Visitor Center Funding from City	100,000.00
Event Funding from City	40,000.00
Total Revenue	140,000.00
<b>EXPENSES</b>	
Visitor Center Administration	105,600.00
Event Funding	42,500.00
Total Expenses	148,100.00

*Any budget shortfalls with the Visitor Center will be covered by MBTB*

**MORRO BAY TOURISM BUREAU**

<b>REVENUE</b>		<b>EXPENSES</b>	
Tourism Bureau	704,915.00	Tourism Bureau Admin.	166,500.00
Cooperative Advertising	10,000.00	Tourism Bureau Mrkt.	225,715.00
Financial Reserves	35,245.00	Public Relations	50,000.00
		Marketing Firm	267,100.00
		Financial Reserves	35,245.00
		Visitor Center	5,600
Total Revenue	\$750,160.00	Total Expenses	\$750,160.00

**Over \$540,000 Towards Marketing & Public Relations Activities!**

**MARKETING & COMMUNICATIONS**

**PRINT**

- Access Publishing Visitor Guides
- Billboard (on Hwy 1)
- Good Housekeeping, Redbook & Women’s Day Magazines
- Morro Bay Visitor Guide
- San Francisco Chronicle special sections (x2)
- Visit California Profile Sheets
- Visit San Luis Obispo Visitor Guide
  - Partnership with Morro Bay Golf Course

**DIRECT MAIL**

- Holiday Happenings Direct Mail Program

**BROADCAST**

- Produced 30 second Morro Bay commercial

**DIGITAL**

- Travelinformation.com
- Fall iBrochure

**TRADESHOWS & EXPOS**

- Central Coast Women’s Conference – September 2014
- SAVOR the Central Coast – September 2014
- Modesto Women’s Expo – October 2014
- American Buses Association – January 2015
- International Pow Wow (IPW) – May 2015

## **PROMOTIONS**

- iBrochure Promotion - launched in July
- California Government Travel Coordinators - launched in October
- Engage the Rock Promotion - launched in October & February
- Cruise Into Morro Bay - launched in November
- Cover Photo Contest - launched mid-December
- FREE Gift Fridays - launched in December
- Girlfriend Getaways - launched in January
- Restaurant Month - launched in January

## **ADVERTISING SPONSORSHIPS & PARTNERSHIPS**

- Bay Area Travel Writers Conference – public relations
- Harbor & Oyster Tours – increase midweek business
- International Bear Convergence - outreach to LGBT market
- Morro Bay Business Map – partnership with business community
- Morro Bay Bike Map – partnership with biking community & city
- Morro Bay Trolley – partnership with city & Community Foundation
- Paso Robles Wine Country Alliance – increased lodging awareness
- SAVOR the Central Coast – media opportunity & Visit SLO partnership
- Surfboard Art Festival – SAVOR partnership & awareness

## **Annual Stakeholder Meeting “LOOKING AHEAD” 2015-16 REPORT**

*MBTB Executive Director, Brent Haugen*

### **2015-16 SHORT TERM GOALS**

- **Increase Midweek Business and Overall Occupancy** – Focus on low & shoulder seasons to benefit all properties.
- **Addition of a Part-Time Sales Person** – leisure, group tour, sports groups, small meetings, partnership sales
- **Expand into niche markets** – LGBT, hobby groups (biking, golf, kayak, surf, boarding, etc)
- **Lifestyle Research** – Who’s our current audience? Who are we looking to attract in the future?
- **Automate the Lead & Promotion Process** – Simplify these processes for efficiency and time management.
- **Maximize Our Business & Industry Partnerships** - City, chamber, local & nationwide industry organizations
- **Increase Alternative Revenue Streams** - Pay-to-play options, ticketing systems, Visitor Center funding
- **New Experiential Website** – Experience & Lifestyle focus in all formats
- **Simplify the Purchasing Process** – Use of technology for customers to “Buy with Ease”
- **Expansion of Public Relations** - Diversification of media outreach to benefit all partners
- **Morro Bay Image Building** - Focus on creating more positive press & perceptions
- **Expansion of Photo & Video Library** - Creation of Morro Bay promotional video, plus content for industry partners
- **Education & Training** - Providing opportunities for staff and stakeholders

### **LONG TERM GOALS (3-5 years)**

- **Increase Midweek Business and Overall Occupancy**
- **Become China Ready** - 5-year partnership programming to benefit all stakeholders
- **Securing Full-Time Staffing Model** - Increasing revenue (consistently) to support full-time staffing
- **Features in Major Publications** - Attracting the attention of major media in the marketplace
- **Help Attract New Product for Morro Bay** - Hospitality & Hospitality-Related Businesses & Industry

## TARGET MARKETS

### Tier 1 Markets (in order of importance)

- Los Angeles
- Central Valley
- San Francisco
- San Jose
- San Diego

### Tier 2 Markets (seasonal)

- Sacramento, April – October
- Phoenix, April – October
- Reno, May – August
- Las Vegas, May – August
- Houston, May – August

### Tier 3 Markets (Through digital marketing & industry partnerships -- Tripadvisor, Visit San Luis Obispo County, Central Coast Tourism Council, Visit California, Discover America)

- Australia
- China
- Canada
- Brazil
- Mexico

## 2015 – 16 PRELIMINARY BUDGET

### MORRO BAY VISITOR CENTER & EVENT FUNDING

<b>REVENUE</b>	
Visitor Center Funding from City	100,000.00
Event Funding from City	40,000.00
Total Revenue	140,000.00
<b>EXPENSES</b>	
Visitor Center Administration	105,200.00
Event Funding	40,000.00
Total Expenses	145,200.00

*Any budget shortfalls with the Visitor Center will be covered by MBTB*



MORRO BAY TOURISM BUREAU

**MORRO BAY TOURISM BUREAU**

REVENUE		EXPENSES	
Tourism Bureau	761,308.20	Tourism Bureau Admin.	171,228.00
Cooperative Advertising	16,000.00	Tourism Bureau Mrkt.	202,415.10
Financial Reserves	38,065.41	Public Relations	75,000.00
		Marketing Firm	293,465.10
		Website Project	30,000.00
		Financial Reserves	38,065.41
		Visitor Center	5,200
Total Revenue	\$815,373.61	Total Expenses	\$815,373.61

**Over \$580,000 Towards Marketing & Public Relations Activities!**

**2015 – 16 TRADESHOWS & EXPOS**

JULY |

- San Luis Obispo Pride in the Plaza

SEPTEMBER

- Central Coast Women’s Conference
- Savor the Central Coast

OCTOBER

- Los Angeles Ultimate Women’s Expo

JANUARY

- American Buses Association Conference

FEBURARY

- San Diego Amazing Pet Expo

MARCH

- Bay Area Travel & Adventure Show
- Nevada Women’s Expo

APRIL

- Arizona Ultimate Women’s Expo

MAY

- International Pow Wow (IPW)

## PROMOTIONAL CALENDAR

- August, September & October “Perfect Pairings”
- November, December & January “Rock the Holidays”
- January “New Year’s Resolution Destination”
- February “Romancing the Rock”
- March “Girlfriend Getaway”
- April & May “Wheels, Wings, Woofs, & Water”

## HOW YOU CAN GET INVOLVED

- MBTBID & MBTB Boards, Committees, Taskforces
- Share weekly room availability
- Respond to leads & business opportunities
- Lodging specials & offers
- Promotions
- Pay-to-Play Programs
- General feedback on our performance
- Updates of your business
- Lifestyle Research

# 2015-16 Adopted Budget

2015-16 Tourism Bureau Assessment Funds	\$	775,406.50
Cooperative Advertising (pay to play programs)	\$	16,000.00
Financial Reserves	\$	38,770.33
<b>Total Revenue</b>	<b>\$</b>	<b>830,176.83</b>

Tourism Bureau Administration	\$	171,228.00
Tourism Bureau Marketing	\$	209,464.25
Public Relations	\$	75,000.00
Marketing Firm (Marketing)	\$	300,514.25
Website Project	\$	30,000.00
Visitor Center Contribution	\$	5,200.00
Reserves	\$	38,770.33
<b>Total Expenses</b>	<b>\$</b>	<b>830,176.83</b>

## City Contributions from General Fund

Visitor Center Funding	\$	100,000.00
Visitor Center Funding Contribution TBID	\$	5,200.00
Event Funding	\$	40,000.00
<b>Total City Contributions</b>	<b>\$</b>	<b>145,200.00</b>

Visitor Center Administration	\$	105,200.00
Event Funding Distribution	\$	40,000.00
<b>Total Expenses</b>	<b>\$</b>	<b>145,200.00</b>

\*Please note: this budget was adopted by the Morro Bay Tourism Bureau & Morro Bay Tourism Business Improvement District Board.



AGENDA NO: B-2

MEETING DATE: May 12, 2015

## Staff Report

**TO: Honorable Mayor and City Council**

**DATE: May 6, 2015**

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

**SUBJECT: Resolution No. 23-15 Approving the Engineer's Report and Declaring the Intent to Levy the Annual Assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District**

### **RECOMMENDATION**

Staff recommends City Council adopt Resolution No. 23-15 declaring the intent to levy the annual assessment for the maintenance of the Cloisters Park and Open Space and approving the Engineer's Report. Additionally, staff recommends Council acknowledge the City's previous General Fund subsidies to the Cloisters Landscaping and Lighting Maintenance Assessment District in the amount of \$87,743.61, per the attached cash schedule, and ratify those subsidies.

### **FISCAL IMPACT**

Based on the Engineer's Report, which estimates the annual costs of maintaining the Cloisters Park and Open Space for the upcoming year, the fiscal impact is estimated at \$148,944. Those costs will be offset by the collection of an assessment for the same amount from the parcel owners in the Cloisters Subdivision.

Last year Council acknowledged the City's previous General Fund subsidies to the Cloisters Landscaping and Lighting Maintenance Assessment District in the amount of \$87,743.61; this resulted in an estimated \$70,670 in the Capital Reserve Fund by the end of FY 2014/2015. With this year's proposed budget staff is estimating that the fund will reach over \$75,000.

### **SUMMARY**

On April 14, 2015, City Council adopted Resolution No. 14-15, which initiated the proceedings to levy the annual assessment to fund the maintenance of the Cloisters Park and Open Space. As required by law, an Engineer's Report has been prepared detailing the estimated annual assessment for the parcel owners for fiscal year 2015/16 and expenditures for the District. Staff intends to continue to outsource certain maintenance tasks within the Assessment District, which may redistribute the expenditure estimates. Upon adoption of Resolution No. 23-15, the next and final step in the annual levy of assessment process is the public hearing after which City Council orders the levy of assessment.

Prepared By: RL

Dept Review: RL

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

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

In 2014, City Council acknowledged the City's previous subsidies of \$87,743.61 from the City's General Fund to cover the District for expenditures that exceeded the revenues achieved through the assessments. Because all but \$8,772.93 of those expenditures were made without express Council authorization or understanding from the property owners, the Council was advised that they should ratify those subsidies. That recommendation was also because, as a result of Proposition 218, the assessment cannot be increased to recover those subsidies without the property owners' approval.

### **BACKGROUND/DISCUSSION**

Tract 1996, known as the Cloisters development, is a 124-lot subdivision bounded by State Highway One at the east, Atascadero State Beach at the west, Morro Bay High School at the south, and Azure, Coral, and San Jacinto Streets at the north.

The Cloisters, prior to development, was a privately owned 80-plus acre expanse of open land. Prior to development, the property was historically used for lateral and vertical access and contained a large area of sensitive sand dunes abutting the eastern edge of Atascadero State Beach. Prior to development, the Cloisters was the subject of various land development proposals including an RV park, a 390-unit condominium development, a 466-unit single family residential development, a 455-unit mixed residential development, and a 213-unit residential development. None of these were approved.

It was well known, any development at the Cloisters was going to require a balance between continuation of lateral and vertical access within and through the property, while at the same time conserving the sensitive plant and wildlife resources present.

Zoning on most of the Cloisters site is Planned Development, Single-Family Residential with the sand dunes and wetlands zoned Environmentally Sensitive Habitat (ESH). The purpose of the Planned Development (PD) overlay zone is to provide for detailed and substantial analysis of development on parcels, which because of location, size or public ownership, warrant special review. That overlay zone was also intended to allow for the modification of, or exemption from, the development standards of the primary zone, which would otherwise apply if such action would result in better design or other public benefit.

On September 23, 1996, City Council passed Resolution No. 69-96, which accepted the final map for Tract 1996 known as the Cloisters Subdivision, consisting of 124 lots. Lots 1 through 120 were for single-family residential purposes, Lots 121, 122 (APN 065-386-005 & 016 on attached Assessor's Map) were for the 27.75-acre park and open space, Lot 124 was dedicated for a fire station and Lot 123 was offered to the state.

The findings and conditions of approval for the project were numerous. For example, City Council made findings the Cloisters project could cause significant environmental impacts relating to land use, visual/aesthetics, affordable housing, traffic generation, air quality noise, geology, drainage and water quality, ecological resources, and public services; but those impacts were mitigated by the recommended conditions. In addition, City Council made further findings the Cloisters project was in compliance with the specific policies of the General Plan/Land Use Plan (GP/LUP) and Zoning Ordinance with respect to protection of views, environmentally sensitive resources, public access, circulation, hazards and other requirements so long as the environmental impacts were mitigated. Finally, City Council made other

findings the Cloisters project complies with the Morro Bay Municipal Code (MBMC) with respect to optional subdivision design and related improvements, and the optional design is justified in order to contribute to a better community environment through the dedication of extensive public areas, restoration of the ESH area, provision of scenic easements, provision of larger than usual lots adjacent to such areas, and maintenance of a consistent lot layout pattern adjacent to existing development on the north side of Azure Street.

In order to mitigate the environmental impacts of the project, and to provide a greater than public benefit as required in a PD overlay zone, the conditions of approval for the project required the applicant to form an assessment district for the maintenance of the public park, bicycle pathway, right-of-way landscaping, coastal access ways, ESH restoration areas and any other improved common areas to be privately held or dedicated to the City. The public park area, as well as all open space improvements and the assessment district, were part of many detailed discussions during City and Coastal Commission hearings.

The assessment district formation proceedings began in August 1996, with all of the owners of the real property within the proposed district petitioning the City and consenting in writing to the formation of the district pursuant to the Landscape and Lighting Act of 1972. The assessment district formation proceedings concluded with the final public hearing for formation on September 23, 1996, which levied the annual assessment of \$148,944 for the maintenance of the 27.75 acres of park and open space.

In preparing the various purchase and sale documents for each individual lot, including the Conditions, Covenants, and Restrictions, the developer was especially careful to call out the existence of the assessment district and to make certain the existence of the assessment district would not come as a surprise to anyone who purchased one of the lots. The Developer assured the City “There will be no surprises to prospective owners about the assessments or their amounts.”

In drafting all the project documents, the City and the developer reinforced the special benefits for the residents of the Cloisters Project with the public amenities and easements. Each Cloister’s lot directly benefits from the public park, bicycle pathway, right-of-way landscaping, coastal access ways, ESH restoration areas and coastal access ways. There was also created and reserved in favor of each owner in the Cloisters Development, Conservation Space in parcels 065-386-005 & 0065-386-016, and a Scenic Conservation Easement in parcel 065-386-020 for view, open space, scenic, passive recreation and coastal access, none of which will be developed with any improvements or structures, unless necessary and proper for the restoration and maintenance of the Environmentally Sensitive Habitat Area.

Each year since its formation, the City has used the same assessment rates and methodology, and assessed the Cloisters homeowners \$148,944 for the continued maintenance and operation of the public park, bicycle pathway, right-of-way landscaping, coastal access ways, ESH restoration areas and coastal access ways as required by the conditions of approval and pursuant to the Landscape and Lighting Act of 1972. Unfortunately, the assessment district does not have a built-in cost of living increase, so each year the assessment does not automatically increase. The assessment has remained at the original \$148,944, even though costs to maintain the accessed parcels (065-386-005 & 065-386-016) have consistently increased over the years.

Now the assessment district reserve fund is nearing \$75,000 staff will work with the Cloisters residents planning a Major Maintenance Program. Preliminary items that will require a significant expenditure include: replacement of interpretive panels (\$15,000) and the pavement maintenance for the path system (\$39,000).

### **CONCLUSION**

The process for the annual levy of assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District requires the City Council receive the Engineer's Report, approve and/or modify the report and adopt a Resolution of Intention. The Resolution of Intention gives notice of the time, date and place for a public hearing by the City Council on the issue of the levy of assessment. The public hearing has been set for June 23, 2015, at the Veteran's Memorial Building. Upon adoption, a summary of the Resolution of Intention shall be published in the newspaper as a legal notice of public hearing, to which all interested parties are afforded the opportunity to be heard either through written or oral communication. In addition, the City sends public notices via first class mail to all property owners of record in the District. Upon completion of the public hearing on June 23, 2015, the City Council may adopt the resolution ordering the levy of the annual assessment.

### **ATTACHMENT**

Engineer's Report

**RESOLUTION NO. 23-15**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA,  
DECLARING THE CITY'S INTENTION TO LEVY THE ANNUAL ASSESSMENT  
FOR CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT  
DISTRICT PURSUANT TO THE "LANDSCAPING AND LIGHTING ACT OF 1972"  
(STREETS AND HIGHWAYS SECTIONS 22500 *ET.SEQ.*)**

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

**WHEREAS**, all property owners of the Cloisters subdivision requested the City of Morro Bay form a maintenance assessment district to fund the maintenance of the Cloisters Park and Open Space; and

**WHEREAS**, the Landscaping and Lighting Act of 1972 (Streets and Highways Code sections 22500 *et. seq.*) (the "Act") enables the City to form assessment districts for the purpose of maintaining public improvements; and

**WHEREAS**, pursuant to Section 22623 of the Act, the City Engineer has filed in the Office of the City Clerk, and submitted for review to the City Council, a report entitled "Engineer's Report - Cloisters Landscaping and Lighting Maintenance Assessment District", dated May 6, 2015, prepared in accordance with Article 4 of the Act, commencing with Section 22565; and

**WHEREAS**, pursuant to Section 22608.2 of the Act, the subdivider was required by City Ordinance to install improvements for which an assessment district was required in order to assure continued and uninterrupted maintenance of the Cloisters Park and Open Space; and

**WHEREAS**, pursuant to the intent of Article XIII, Section 4, of the California Constitution, the property owners have elected to form the Cloisters Landscaping and Lighting Maintenance Assessment District.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Morro Bay it is the intent of the Council to order the annual levy and collection of assessments for the Cloisters Landscaping and Lighting Maintenance Assessment District at a public hearing to be held at the Regular City Council Meeting on June 23, 2015 in the Veteran's Memorial Building, 209 Surf Street, Morro Bay, CA.

**BE IT FURTHER RESOLVED**, the improvements to be maintained at the Cloisters Park and Open Space are specified in the Engineer's Report dated May 6, 2015, which is hereby approved.

**BE IT FURTHER RESOLVED**, the assessment upon assessable lots within the district is proposed to total \$148,944 or \$1,241.20 per assessable parcel for Fiscal Year 2015/16.

**BE IT FURTHER RESOLVED**, Staff is directed to develop a Major Maintenance Program that will address items requiring significant expenditures including: Replacement of interpretive panels (\$15,000) and the pavement maintenance for the path system (\$39,000) and address those items in FY 2015/2016.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting held on this 12<sup>th</sup> day of May, 2015 by the following roll call vote:

AYES:

NOES:

ABSENT:

---

JAMIE L. IRONS, Mayor

ATTEST:

---

DANA SWANSON, City Clerk

**CITY OF MORRO BAY**  
**CLOISTERS**  
**LANDSCAPING AND LIGHTING**  
**MAINTENANCE ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

**May 5, 2015**

*AFFIDAVIT FOR THE ENGINEER'S ANNUAL REPORT*

## CITY OF MORRO BAY

CLOISTERS  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT

This report describes the proposed maintenance, improvements, budgets, zone of benefit and assessments to be levied on parcels of land within the Cloisters Landscaping and Lighting Maintenance Assessment District for the fiscal year 2015/2016, as the same existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Luis Obispo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council and, to the best of my knowledge, information, belief, the report, the assessments and diagrams have been prepared and computed in pursuant to the Landscaping and Lighting Act of 1972.

Dated this 6<sup>th</sup> day of May, 2015

---

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



**CITY OF MORRO BAY**  
**CLOISTERS**  
**LANDSCAPING AND LIGHTING**  
**MAINTENANCE ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

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Maintenance Task List	Attachment A
Cost Analysis	Attachment B

**CITY OF MORRO BAY  
CLOISTERS  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

**I. Project Description**

Tract 1996, known as the Cloisters development, is a 124 lot subdivision bounded by State Highway One at the east, Atascadero State Beach at the west, Morro Bay High School at the south, and Azure, Coral, and San Jacinto Streets at the north (the "Cloisters").

The Cloisters, prior to development, was a privately owned 80-plus acre expanse of open land. Prior to development the property was historically used for lateral and vertical access and contained a large area of sensitive sand dunes abutting the eastern edge of Atascadero State Beach. Prior to development, the Cloisters was the subject of various land development proposals including an RV park, a 390-unit condominium development, a 466-unit single family residential development, a 455-unit mixed residential development, and a 213-unit residential development. The City of Morro Bay (the "City") approved none of these development proposals.

It was well known that any development at the Cloisters was going to require a balance between continuation of lateral and vertical access within and through the property, while at the same time conserving the sensitive plant and wildlife resources present. In addition, the negative impacts of development on the site would have to be sufficiently offset by public resources and public amenities from the site.

Zoning on most of the Cloisters site is Planned Development, Single-Family Residential with the sand dunes and wetlands zoned Environmentally Sensitive Habitat (ESH). The purpose of the Planned Development (PD) overlay zone is to provide for detailed and substantial analysis of development on parcels, which because of location, size or public ownership, warrant special review. This overlay zone is also intended to allow for the modification of or exemption from the development standards of the primary zone which would otherwise apply if such action would result in better design or other public benefit.

On September 23, 1996 the City Council passed Resolution No. 69-96 which accepted the final map for Tract 1996 known as the Cloisters Subdivision, consisting of 124 lots. Lots 1 through 120 were for single-family residential purposes. Lots 121, 122 were for the 27.65-acre park and open space and Lot 124 was dedicated for a fire station and Lot 123 was offered to the state.

The findings and conditions of approval for the project were numerous. For example, the City Council made findings that the Cloisters project could cause significant environmental impacts

relating to land use, visual/aesthetics, affordable housing, traffic generation, air quality noise, geology, drainage and water quality, ecological resources, and public services; but that these impacts can be mitigated by the recommended conditions. In addition, the City Council made further findings that the Cloisters project was in compliance with the specific policies of the GP/LUP and zoning ordinance with respect to protection of views, environmentally sensitive resources, public access, circulation, hazards and other requirements so long as the environmental impacts were mitigated. Finally, the City Council made further findings that the Cloisters project complies with MBMC with respect to optional subdivision design and related improvements, and that the optional design is justified in order to contribute to a better community environment through the dedication of extensive public areas, restoration of the ESH area, provision of scenic easements, and provision of larger than usual lots adjacent to such areas, and maintenance of a consistent lot layout pattern adjacent to existing development on the north side of Azure Street.

In order to mitigate the environmental impacts of the project, and to provide a greater public benefit as required in a PD overlay zone, the conditions of approval for the project required the applicant to form an assessment district for the maintenance of the public park, bicycle pathway, right of way landscaping, coastal accessways, ESH restoration areas and any other improved common areas to be privately held or dedicated to the City. The public park area, as well as all open space improvements and the assessment district were part of many detailed discussions during each City and Coastal Commission hearings. Without this Condition of Approval and the creation of the assessment district, the project would not have been approved and there would not be a Cloisters Development.

The assessment district formation proceedings began in August 1996, when all of the owners of the real property within the proposed district consented in writing to the formation of the Cloisters Landscaping and Lighting Maintenance Assessment District (the "District") pursuant to the Landscaping and Lighting Act of 1972 (the "Act"). The assessment district formation proceedings concluded with the final public hearing for formation on September 23, 1996, which levied the annual assessment of \$148,944 (the "Assessment") for the maintenance of the thirty-four (34) acres of public resource lands including open space and natural lands, wetland area and pond used for drainage mitigation for homes constructed in Cloisters, median landscaping, street trees, a neighborhood park and recreation area, fencing and other public improvements.

In preparing the various purchase and sale documents for each individual lot, including the Conditions, Covenants, and Restrictions, the owners and developer were especially careful to call out the existence of the assessment district and to make certain that the existence of assessment district was disclosed to anyone who purchased one of these lots. In drafting all the project documents, the City and the developer reinforced the special benefits for the residents of the Cloisters Project from the public amenities and easements maintained by the Assessments. Moreover, the City and the developer clearly understood that the creation and of the Assessments was necessary for the approval of residential development within the Cloisters Project.

## **II. Improvements**

The work and improvements to be undertaken for the Cloisters Landscaping and Lighting Maintenance Assessment District, and the costs thereof paid from the levy of the annual assessments

(the “Improvements”), are generally described as follows:

Replacement, maintenance and servicing of improvements, including but not limited to, turf, ground cover, shrubs, and trees, other landscaping, irrigation systems, fencing, signage, trails, walkways, recreation facilities lighting, restroom facilities, parking and all necessary appurtenances, and labor, materials, supplies, utilities and equipment. The public resources maintained and improved by the assessments from the District are further summarized as follows:

- 4 acres of park land
- 18.15 acres of open space meadow and natural land
- 5.5 acres of wetland
- 1.6 acres of medians and parkways within the public right-of-ways

Within those areas, the following improvements are maintained and improved by the assessments:

***Landscaping***

1. Demonstration garden
2. Planted medians
3. Hydro-seeded planting areas
4. Irrigation system (spray and drip)
5. Scrub/meadow plantings
6. Street trees
7. Trees & shrubs along the sound wall
8. Turf
9. Wetland plantings
10. Willows
11. Wetland area and pond

***Hardscaping***

12. Asphalt path system
13. Concrete walks
14. Parking lot
15. Decomposed granite paths
16. Play area surfacing
17. Bridges

***Facilities and miscellaneous***

18. Barbeques
19. Bike rack
20. Benches
21. Coastal access ways
22. Directional signs
23. Drainage systems
24. Drinking fountains
25. Fences- 6’ and 3’ solid
26. Gabion channels
27. Habitat Area (ESHA) fencing and keep out signs
28. Habitat fencing
29. Interpretive Panels
30. Light bollards
31. Monuments with lights
32. Observation pier
33. Picnic tables
34. Play equipment and sand lot
35. Restroom
36. Sound wall
37. Trash cans

For a detailed description of the improvements, refer to the plans and specifications for Tract 1996 on file in the office of the City Engineer.

### **III. Method of Assessment**

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements; and the methodology used to apportion the total assessment to properties within the District.

The Assessment is an annual assessment pursuant to the Act, which was established prior to the effective date for Proposition 218 and which meets the conditions in Article XIID Section 5 of the California Constitution. Therefore, the Assessment is exempt from the requirements for new or increased assessments imposed by Article XIID.

The proceeds from the District are being used to fund the maintenance and upkeep of public resources within the Cloisters development project for the special benefit of the properties located within this project. In absence of the Assessments, such improvements would not be provided and the properties within the District would be negatively impacted by the demise and deterioration of the landscaping, median improvements, street trees, turf areas, open space lands, drainage areas, fencing, pathways and other improvements maintained by the Assessments and located within the District. Therefore, the continued maintenance and upkeep of these important improvements is a distinct and special benefit to properties within the District.

Easements were also created and reserved in favor of each owner in the Cloisters Development for view, open space, scenic, passive recreation and coastal access across the entirety of LOTS 121, 122 and 123, which shall not be developed with any improvements or structures unless necessary and proper for the restoration and maintenance of the Environmentally Sensitive Habitat Area. This is another distinct and special benefit conferred on property within the District.

Moreover, these improvements, and their continued maintenance, were an original requirement for the creation of the residential single family lots within Cloisters and the subsequent development of residential housing in the project.<sup>1</sup> Without the Assessments, these residential lots would not have been approved and created. Consequently, the creation of the residential lots approved for residential development is the primary special benefit from the Assessments. This special benefit is conferred exclusively on property within the District and is not a general benefit to the public at large.

### **IV. Maintenance Tasks**

A list of maintenance tasks required to maintain the Cloisters Park and Open Space in acceptable condition for public use was developed by the City Recreation and Parks Department based on maintenance standards established for existing parks within the City and is included in this report as Attachment A.

### **V. Maintenance Costs**

The estimated annual cost of maintaining the Cloisters Park and Open Space was developed by the Recreation and Parks Department based on the tasks required and the City's Flat Rate Manual for Parks Maintenance. The annual cost of maintenance, including any reserves, for the 2015/16 fiscal year is estimated to be \$148,944. The cost estimate is included in this report as Attachment B.

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1. It should be noted that the Assessments were unanimously approved prior to Proposition 218 by the owners of all property within the District.

**VI. Apportionment of Assessment**

The total assessment for the District is apportioned to each of the one hundred and twenty residential lots equally. Lots 121 and 122 (Parcel 1) Cloisters Park and Open Space, Lot 124 (dedicated for a fire station-and currently vacant) and Lot 123 (now Parcel 2) was offered to the State: are not assessed. Individual assessments are listed in the following table:

**Parcel/Assessment Table**

<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
1	065-387-001	\$1,241.20
2	065-387-002	\$1,241.20
3	065-387-003	\$1,241.20
4	065-387-004	\$1,241.20
5	065-387-005	\$1,241.20
6	065-387-006	\$1,241.20
7	065-387-007	\$1,241.20
8	065-387-008	\$1,241.20
9	065-387-009	\$1,241.20
10	065-387-010	\$1,241.20
11	065-387-011	\$1,241.20
12	065-387-012	\$1,241.20
13	065-387-013	\$1,241.20

<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
14	065-387-014	\$1,241.20
15	065-387-015	\$1,241.20
16	065-387-016	\$1,241.20
17	065-387-017	\$1,241.20
18	065-387-018	\$1,241.20
19	065-387-019	\$1,241.20
20	065-387-053	\$1,241.20
21	065-387-054	\$1,241.20
22	065-387-055	\$1,241.20
23	065-387-023	\$1,241.20
24	065-387-024	\$1,241.20
25	065-387-025	\$1,241.20
26	065-387-026	\$1,241.20
27	065-387-027	\$1,241.20
28	065-387-028	\$1,241.20
29	065-387-029	\$1,241.20
30	065-387-030	\$1,241.20
31	065-387-031	\$1,241.20
32	065-387-032	\$1,241.20
33	065-387-033	\$1,241.20
34	065-387-034	\$1,241.20
35	065-387-035	\$1,241.20

<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
36	065-387-036	\$1,241.20
37	065-387-037	\$1,241.20
38	065-387-038	\$1,241.20
39	065-387-039	\$1,241.20
40	065-387-040	\$1,241.20
41	065-387-041	\$1,241.20
42	065-387-042	\$1,241.20
43	065-387-043	\$1,241.20
44	065-387-044	\$1,241.20
45	065-387-045	\$1,241.20
46	065-388-001	\$1,241.20
47	065-388-002	\$1,241.20
48	065-388-003	\$1,241.20
49	065-388-004	\$1,241.20
50	065-388-005	\$1,241.20
51	065-388-006	\$1,241.20
52	065-388-007	\$1,241.20
53	065-388-008	\$1,241.20
54	065-388-009	\$1,241.20
55	065-388-010	\$1,241.20
56	065-388-011	\$1,241.20
57	065-388-012	\$1,241.20
58	065-388-013	\$1,241.20
59	065-388-014	\$1,241.20

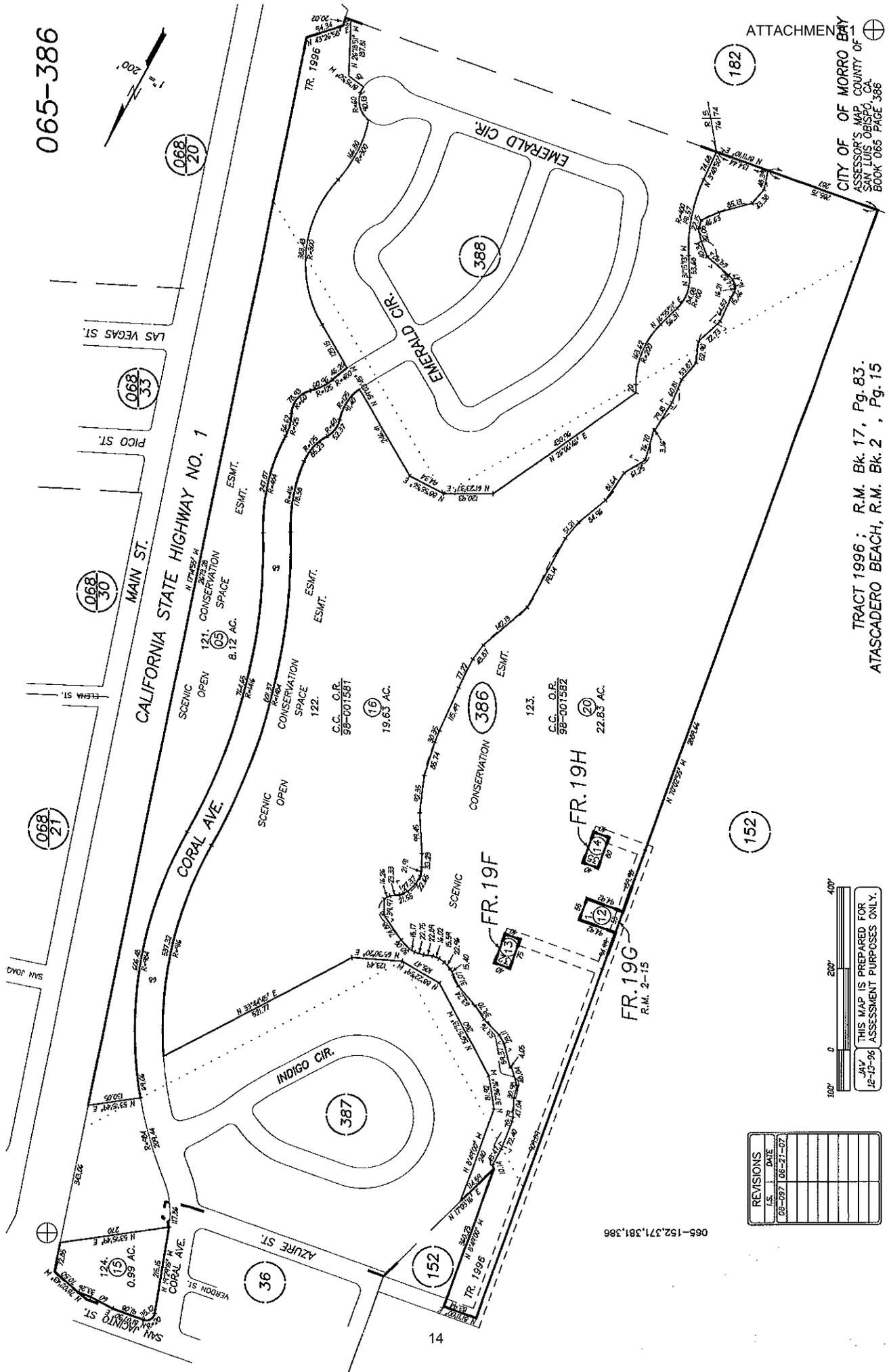
<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
60	065-388-015	\$1,241.20
61	065-388-016	\$1,241.20
62	065-388-017	\$1,241.20
63	065-388-018	\$1,241.20
64	065-388-019	\$1,241.20
65	065-388-020	\$1,241.20
66	065-388-021	\$1,241.20
67	065-388-022	\$1,241.20
68	065-388-023	\$1,241.20
69	065-388-024	\$1,241.20
70	065-388-025	\$1,241.20
71	065-388-026	\$1,241.20
72	065-388-027	\$1,241.20
73	065-388-028	\$1,241.20
74	065-388-029	\$1,241.20
75	065-388-030	\$1,241.20
76	065-388-031	\$1,241.20
77	065-388-032	\$1,241.20
78	065-388-033	\$1,241.20
79	065-388-034	\$1,241.20
80	065-388-035	\$1,241.20
81	065-388-036	\$1,241.20
82	065-388-037	\$1,241.20
83	065-388-038	\$1,241.20
84	065-388-039	\$1,241.20

<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
85	065-388-040	\$1,241.20
86	065-388-041	\$1,241.20
87	065-388-042	\$1,241.20
88	065-388-043	\$1,241.20
89	065-388-044	\$1,241.20
90	065-388-045	\$1,241.20
91	065-388-046	\$1,241.20
92	065-388-047	\$1,241.20
93	065-388-048	\$1,241.20
94	065-388-049	\$1,241.20
95	065-388-050	\$1,241.20
96	065-388-051	\$1,241.20
97	065-388-052	\$1,241.20
98	065-388-053	\$1,241.20
99	065-388-054	\$1,241.20
100	065-388-055	\$1,241.20
101	065-388-056	\$1,241.20
102	065-388-057	\$1,241.20
103	065-388-058	\$1,241.20
104	065-388-059	\$1,241.20
105	065-388-060	\$1,241.20
106	065-388-061	\$1,241.20
107	065-388-062	\$1,241.20
108	065-388-063	\$1,241.20
109	065-388-064	\$1,241.20

	<b>County Assessor's</b>	
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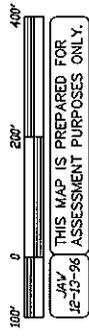
<b>Lot Number</b>	<b>Parcel Number</b>	<b>Annual Assessment</b>
110	065-388-065	\$1,241.20
111	065-388-066	\$1,241.20
112	065-388-067	\$1,241.20
113	065-388-068	\$1,241.20
114	065-388-069	\$1,241.20
115	065-388-070	\$1,241.20
116	065-388-071	\$1,241.20
117	065-388-072	\$1,241.20
118	065-388-073	\$1,241.20
119	065-388-074	\$1,241.20
120	065-388-075	\$1,241.20
121	065-386-005	0
122 Parcel 1	065-386-016	0
123 Parcel 2	065-386-017 065-386-018 065-386-019 065-386-012 065-386-013 065-386-014 065-386-010	0
124	065-386-015	0

065-386



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

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



REVISIONS	I.S.	DATE
	08-23-97	08-27-97

065-152,371,381,386

## Attachment A

## CLOISTERS PARK AND OPEN SPACE MAINTENANCE TASKS

### ROUTINE MAINTENANCE TASKS

Review for vandalism/repair

Outdoor

Pick-up	◆	trash
	◆	paper
	◆	cigarette butts
Empty	◆	6 trash cans
Clean	◆	7 tables
	◆	2 drinking fountains
Check	◆	6 interpretive panels
	◆	2 barbeques
	◆	bike paths
	◆	walkways
	◆	2 bridges
	◆	2 coastal access ways
	◆	1 observation pier
	◆	1 bike rack
	◆	2 play apparatus
	◆	25 light bollards
	◆	play area surface
	◆	1 Planter Bed (former demonstration garden)
Clean	◆	3 toilets
	◆	1 urinal
	◆	2 sinks
	◆	restroom floors/walls
	◆	18 benches
	◆	restock restrooms
	◆	

#### WEEKLY OR AS NEEDED

Mow turf

Edge turf

Remove weeds from demonstration garden, medians, planters

Trim turf around trees, posts and other hard to reach areas

Check and replace failed lamps

Blow all walkways, observation deck and parking lot

## Attachment A

### CLOISTERS PARK AND OPEN SPACE MAINTENANCE TASKS

#### BI-WEEKLY OR AS NEEDED

- Rake/redistribute gravel under picnic tables and benches
- Empty barbeques of ashes
- Litter pick-up open space area

#### MONTHLY OR AS NEEDED

- Check new trees and plantings
- Check/repair sprinkler system
- Trim trees and bushes as needed
- Critical parts inspection
- New plantings

#### BI-ANNUALLY OR AS NEEDED

- Fertilize turf/planter areas
- Paint restrooms, structures, signs, etc.
- Seed and aerate turf areas

#### ANNUALLY OR AS NEEDED

- General safety inspection
- Annual tree pruning

#### AS NEEDED

- Remove graffiti
- Pest/gopher control
- Trim and spray paths
- Mow open space area
- Wetland observation/maintenance

## **TECHNICAL SPECIFICATIONS FOR**

### **Landscape Maintenance Cloisters Landscaping and Lighting Maintenance Assessment District**

#### **LITTER CONTROL**

Litter is to be picked up as encountered during scheduled visits to each designated area. Particular care must be given to the removal of fecal matter from highly traveled and highly visible areas.

Trash removal from garbage cans as specified on the Project Area Map. Cans are to be dumped per the distributed seasonal frequency schedule.

All debris removed from the work site at the end of each work day.

#### **WALKWAYS/ HARDSCAPE/PARKING LOT**

Walkways and median hardscape and parking lots will be cleaned per the seasonal frequency schedule. All foreign objects, trash and weeds are to be removed from surfaces. Trash, clippings and foreign objects will be removed from the site.

A blow pack may used to clean walkways and median hardscape between 8:00 a.m. till 4:00 p.m., Monday through Friday only. All litter gathered by a blow pack must be picked up and removed from the site.

Walkways and median hardscape shall be kept clear of all shrubs and ground cover. Prune shrubs and ground cover as necessary to maintain safety.

#### **IRRIGATION**

All irrigation schedules shall comply with City watering restrictions, Irrigation shall be programmed to maintain proper plant growth in all areas.

Proper maintenance and/or replacement of all irrigation systems and their component parts is required. This includes, but is not limited to, valve boxes and lids, gate valves, quick couplers, mainlines and laterals, all fittings and riser assemblies, hose bibs, sprinkler heads and emitters, wiring, backflow devices, remote control valves, irrigation controllers and enclosures.

Automatic controllers will be programmed for seasonal water requirements. Each automatic system will be checked monthly for proper operation.

Where automatic sprinkler systems do not exist, manual watering all plant material is required.

Irrigation system requires monitoring of water usage at or below a three year running historical average.

**PEST CONTROL**

Control and elimination of weeds, insects, rodents and diseases affecting all vegetation using material and methods that are non-injurious to the plants as well as citizens and pets is required.

**BIKE PATHS AND PEDESTRIAN WALKWAY MAINTENANCE**

The path and/or walkway will be inspected on a daily basis, to ensure it is in safe condition. Inspections will include checking the condition of path and/or walkway surface, for erosion and drainage problems in the path and/or walkway corridor, for required clearances (vegetation encroachment or fallen trees), and for condition and proper function of path and/or walkway furnishings and amenities including signs, gates, bollards, fencing, benches, etc. Inspections after storm events are recommended to check for erosion, drainage problems and fallen trees or debris blocking the trail surface. The removal of invasive species from much of the path and/or walkway will assist in the restoration of native habitats, the diversifying of plant species present along the trail, and the improvement of the health, vigor and longevity of existing vegetation.

The grass shoulder adjacent to the path and/or walkway shall be kept to a maximum height of 4" throughout the growing season.

Erosion of the path and/or walkway surface, shoulders, base and sub-base courses can create hazardous conditions for trail users and compromise the structural integrity of the path and/or walkway.

Signs are critical to the safe and convenient functioning of the path and/or walkway and must be kept graffiti free and free of obstructions, such as vegetation.

Site furnishings and signs are typically constructed of wood or metal. They should be inspected weekly to check for graffiti, splintering, chipped paint or general deterioration or damage.

A weekly schedule of litter and trash pickup shall be developed to keep the path and/or walkway clean. Path and/or walkway users should be encouraged through appropriate signage to clean up after themselves and to pick up litter they find as they use the trail. Dog litter shall be removed daily.

**RIGHT OF WAY PLANTERS/ MEDIAN STRIP MAINTENANCE**

Edging and pruning is to be done per the seasonal frequency schedule. Plant growth shall not encroach onto sidewalk, roadway or other hardscape, along fences and walls. Chemical application is not an acceptable method for ground cover edging.

All ground cover shall be maintained in a weed free condition.

Ground cover fertilizer shall be a complete slow release fertilizer equal to a ratio of 15-15, 15 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application.

Bark mulch will be maintained in shrub beds as per the task frequency schedule. Bark mulch to be refreshed seasonally and/or as needed.

### **IRRIGATED LANDSCAPE AREA MAINTENANCE**

All plants and shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. Pruning shall be done according to the natural growth of each individual species of plant to maintain viability by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub may result. Shrubby adjacent to walkways and roadways must be kept pruned, avoiding safety hazards in traveled areas.

Irrigated landscape beds shall be maintained in a weed free condition. Shrub beds shall be raked free of all debris, weeds and leaves and maintained in a neat condition during each work session.

Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch to be refreshed seasonally and/or as needed.

Shrubs and shrub beds shall be fertilized per the seasonal task frequency schedule.

Shrub fertilizer shall be a complete slow release fertilizer equal to a ratio of 25-5-5 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application.

All fence lines, curbs, gutters, asphalt paths, parking lots, signs and other structures shall be free of all weeds.

### **TREE BED/ WALK-ON BARK AREA MAINTENANCE**

All ground cover shall be maintained in a weed free condition.

Bark mulch will be maintained in shrub beds as per the task frequency schedule. Contractor to refresh bark mulch seasonally and/or as needed.

### **TREE MAINTENANCE**

All tree pruning activities shall be performed only by trained, experienced personnel. Supervision shall be by a Western Chapter International Society of Arboriculture Certified Arborist complying with WCISA Pruning Standards or ANSI 300 specifications.

All trees shall be pruned to provide pedestrian and vehicular clearance.

All tree wells are to be kept clear of trash, suckers and weeds. No structural changes are to be made.

All trees must be supported sufficiently. This includes, but is not limited to minor repairs consisting of replacing or repairing ties, refastening boards and, braces and removal of

nursery stakes. All staking and ties shall be done in a way to avoid tripping hazards. Tree stakes or ties shall be removed promptly once their function has been completed.

## **TURF MAINTENANCE**

Mowing operations shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel type mower equipped with rollers or a rotary type mower. All equipment shall be adjusted to the proper cutting height and shall be adequately sharpened.

Mowing height shall be three inches (3") for all turf areas. Mowing height may vary for special events and conditions as determined by the City of Morro Bay. Any and all litter and trash must be removed before the mowing operation. Walkways shall be cleaned immediately following each mowing operation.

All turf areas will be mowed per the seasonal task frequency schedule. This is generally split into the warm season- April through October, and the cool season- November through March. Mowing will be scheduled to occur Monday through Friday.

All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, ground cover beds, tree basins and open space areas shall be edged to a neat and uniform line; all grass invasion must be eliminated. All turf edges shall be trimmed and limited around sprinklers, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Weed-eater type string trimmers may be used for edging. Use of string type trimmers requires caution near trees and plants.

When a power edger with a rigid blade is used, the edging of turf shall be completed as one operation in a manner that avoids damage to concrete sidewalks and borders and results in a well-defined, V-shaped edge that extends into the soil.

Chemical application for edging may be used in and around areas such as planter, areas adjacent to building, trees, fence lines, sprinkler heads, etc. Prior to application of any chemical, all areas shall be trimmed to the property height.

All turf shall be fertilized per seasonal task frequency schedule. Turf fertilizer shall be a complete fertilizer, evenly broadcast at the minimum rate of one (1) pound actual available nitrogen per one-thousand (1,000) square feet of turf area, per application. Applications shall be as follows; 16-8-8 applied in May; 22-3-9 (slow release) applied in January.

Turf areas shall be aerated per the seasonal task frequency schedule.

Turf areas shall be maintained in a weed free condition.

**WEED CONTROL- MISCELLANEOUS OPEN SPACE AREAS/ DETENTION BASINS**

Designated open space, non-irrigated areas and detention basins are to be mowed or weed-whipped seasonally (approximately three to four times per year)

All noxious weeds are to be removed and discarded.

All fence lines, light standard bases, tree wells, sidewalks, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds.

**WETLANDS**

Designated Wetland maintenance must be coordinated with City of Morro Bay Maintenance Staff and within the State Fish and Game guidelines as stated on current maintenance permit.

**RESTROOM**

Restroom sanitation is the process of cleaning and sanitizing restrooms to keep them safe and in proper working order. Cleaning and sanitizing is required daily.

Service and refill all dispensers to include soap, paper towel, toilet tissue; and empty sanitary napkin and waste receptacles. Ensure all dispensers are in good working order and properly cleaned.

Clean and disinfect toilets, urinal and wash basins. Liquid bowl cleaner shall be used as needed to prevent stains and lime buildup.

Floors shall be swept daily and pressure washed as needed.

## Attachment B

**CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE  
ASSESSMENT DISTRICT  
MAY 2015/2016**

**NAME:** Cloisters Landscaping and Lighting Maintenance Assessment District

**DIAGRAM:** Attached

**PLANS AND SPECIFICATIONS:** Attached. No bonds or notes will be issued for this Maintenance Assessment District.

**ESTIMATED COST OF MAINTENANCE:** The following outlines the estimated budget for the maintenance of the Cloisters Park and Open Space for fiscal year 2015/16. It also provides a look back at the three previous fiscal years including the current year with expenses as of April 30, 2015.

City of Morro Bay

### Budget Worksheet Report

Account Number	Description	2012 Actual Amount	2013 Actual Amount	2014 Actual Amount	2015 Amended Budget	2015 YTD Actual Amount	2016 Estimate
<b>Revenue</b>							
<u>Revenues From Taxes</u>							
<u>Property Taxes</u>							
	3018 Property Tax Spec. Assess	\$0.00	\$0.00	\$151,429.00	\$148,944.00	\$91,876.80	\$148,944.00
<b>Total: Property Taxes</b>		\$0.00	\$0.00	\$151,429.00	\$148,944.00	\$91,876.80	\$148,944.00
<b>Total: Revenues From Taxes</b>		\$0.00	\$0.00	\$151,429.00	\$148,944.00	\$91,876.80	\$148,944.00
<u>Interest Income</u>			\$154.00				
<u>Transfer in from General Fund</u>				\$87,444.00			
<b>Department Total: Cloisters Park</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$239,027.00</b>	<b>\$148,944.00</b>	<b>\$91,876.80</b>	<b>\$148,944.00</b>
<b>Expenses</b>							
<u>Personnel Services</u>							
	4999 Labor Costs Applied	\$0.00	\$0.00	\$2,856.17	\$3,500.00	\$1,159.96	\$2,500.00
<b>Total: Personnel Services</b>		\$0.00	\$0.00	\$3,850.26	\$4,500.00	\$1,666.54	\$2,500.00
<u>Supplies</u>							
	5199 Misc. Operating Supplies	\$0.00	\$0.00	\$519.90	\$1,000.00	\$21.83	\$1,000.00
	5501 Grounds Maint. Supplies	\$0.00	\$0.00	\$1,388.55	\$2,000.00	\$393.53	\$2,000.00
<b>Total: Supplies</b>		\$0.00	\$0.00	\$1,931.38	\$3,000.00	\$415.36	\$3,000.00
<u>Services</u>							
	6104 Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	6106 Contractual Services	\$0.00	\$0.00	\$92,163.80	\$90,000.00	\$50,084.76	\$99,000.00
	6300 Utilities	\$0.00	\$0.00	\$26,049.62	\$28,000.00	\$8,408.40	\$30,000.00
<b>Total: Services</b>		\$0.00	\$0.00	\$120,878.88	\$121,500.00	\$58,493.16	\$139,000.00
<b>Department Total: Cloisters Park</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$126,660.52</b>	<b>\$129,000.00</b>	<b>\$60,575.06</b>	<b>\$144,500.00</b>
<b>Revenue Totals:</b>		\$0.00	\$8,221.00	\$151,429.00	\$148,944.00	\$91,876.80	\$148,944.00
<b>Expense Totals</b>		\$0.00	\$0.00	\$126,660.52	\$129,000.00	\$60,575.06	\$144,500.00
<b>Fund Total: Cloisters Park Maint AD</b>		<b>\$0.00</b>	<b>\$8,221.00</b>	<b>\$24,768.48</b>	<b>\$19,944.00</b>	<b>\$31,301.74</b>	<b>\$4,444.00</b>
<b>Ending Cash Balance</b>		<b>(86,912.00)</b>	<b>(61,641.00)</b>	<b>50,726.00</b>	<b>70,670.00</b>	<b>70,670.00</b>	<b>75,114.00</b>

**Contract Services**

Includes all daily and routine tasks as well as non-routine maintenance and repair costs.

**Personnel Services**

Includes contract supervision of daily and routine tasks as well as non-routine maintenance and repair costs.

**Supplies**

Includes all supplies used in daily tasks as well as non-routine repair and maintenance.

**Services**

Includes utilities, engineering, insurance and structural repair.

**Deferred Maintenance**

Accumulated funds to be directed at capital projects, Permits, and other one-time expenses

**General Fund Transfer**

Funds provided by the General Fund to reimburse costs that exceed the annual assessment and charged to the assessment district without disclosure

<b>Total Assessment:</b>	<b>\$148,944</b>
<b>Per Parcel Yearly Assessment \$148,944/120 parcels</b>	<b>\$ 1,241.20</b>



Personnel costs, as well as supplies and services, have risen significantly in the last several years. However, due to the small acreage, natural landscaping and little irrigation in the North Point Natural Area, the assessment amount collected is currently adequate to cover the costs of maintenance.

### **CONCLUSION**

The process for the annual levy of assessment for the North Point Natural Area Landscaping and Lighting Maintenance Assessment District requires the City Council to receive the Engineer's Report, approve and/or modify the report and adopt a Resolution of Intention. The Resolution of Intention gives notice of the time, date and place for a public hearing by the City Council on the issue of the levy of assessment. The public hearing has been set for the Regular City Council meeting on June 23, 2015, in the Veteran's Memorial Building. Upon adoption, a summary of the Resolution of Intention shall be published in the newspaper as a legal notice of public hearing, at which all interested parties will be afforded the opportunity to be heard either through written or oral communication. In addition, the City sends public notices via first class mail to all property owners on record in the Assessment District. Upon completion of the public hearing on June 23, 2015, the City Council may adopt the resolution ordering the levy of the annual assessment.

### **ATTACHMENT**

1. Engineer's Report

**RESOLUTION NO. 24-15**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA,  
APPROVING THE ENGINEER'S REPORT AND  
DECLARING THE CITY'S INTENTION TO LEVY  
THE ANNUAL ASSESSMENT FOR THE MAINTENANCE  
OF THE NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING MAINTENANCE  
ASSESSMENT DISTRICT PURSUANT TO THE  
"LANDSCAPING AND LIGHTING ACT OF 1972"  
(STREETS AND HIGHWAYS SECTIONS 22500 *ET SEQ.*)**

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

**WHEREAS**, all property owners of the North Point subdivision requested the City of Morro Bay form a maintenance assessment district to fund the maintenance of the North Point Natural Area; and

**WHEREAS**, the Landscaping and Lighting Act of 1972, commencing with Streets and Highways Code section 22500 (the "Act") enables the City to form assessment districts for the purpose of maintaining public improvements; and

**WHEREAS**, pursuant to Section 22623 of the Act, the City Engineer has filed in the Office of the City Clerk, and submitted for review to the City Council, a report entitled "Engineers Report North Point Natural Area Landscaping and Lighting Maintenance Assessment," dated May 6, 2015, prepared in accordance with Article 4 of the Act, commencing with Section 22565 (the "Engineer's Report"); and

**WHEREAS**, pursuant to Section 22608.2 of the Act, the subdivider was required by City ordinance to install improvements for which an assessment district was required in order to assure continued and uninterrupted maintenance of the North Point Natural Area; and

**WHEREAS**, pursuant to the intent of Article XIII, Section 4, of the California Constitution, the property owners have elected to form the North Point Natural Area Landscaping and Lighting Maintenance Assessment District.

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

Section 1. The City Council approves the Engineer's Report.

Section 2. It is the intent of the Council to order the annual levy and collection of assessments for the North Point Natural Area Landscaping and Lighting Maintenance Assessment District generally located as shown in Exhibit "A" attached hereto at a public hearing to be held at the Regular City Council meeting on June 23, 2015 in the Veteran's Memorial Building, 209 Surf Street, Morro Bay, CA.

Section 3. The improvements to be maintained at the North Point Natural Area are specified in the Engineer's Report dated May 6, 2015 which is hereby approved.

Section 4. The assessment upon assessable lots within the district is proposed to total \$5,645 or \$564.50 per assessable parcel for fiscal year 2015/16.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held this 12<sup>th</sup> of May, 2015 by the following roll call vote:

AYES:

NOES:

ABSENT:

---

JAMIE L. IRONS, Mayor

ATTEST:

---

DANA SWANSON, City Clerk

**CITY OF MORRO BAY**

**NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

**May 6, 2015**

*AFFIDAVIT FOR THE ENGINEER'S ANNUAL REPORT*

CITY OF MORRO BAY

NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT

This report describes the proposed maintenance, improvements, budgets, zone of benefit and assessments to be levied on parcels of land within the *NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT* for the fiscal year 2014/2015, as the same existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Luis Obispo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council and, to the best of my knowledge, information, belief, the report, the assessments and diagrams have been prepared and computed in pursuant to the Landscaping and Lighting Act of 1972.

Dated this 6th day of May, 2015

---

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



**CITY OF MORRO BAY**  
**NORTH POINT NATURAL AREA**  
**LANDSCAPING AND LIGHTING**  
**MAINTENANCE ASSESSMENT DISTRICT**  
**ENGINEER’S REPORT**

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Detailed Cost Analysis	Attachment B

**CITY OF MORRO BAY  
NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

**I. Project Description**

As a condition of approval for Tract No. 2110, the North Point subdivision, the developers were required to offer to the City for dedication Lot 11 of the subdivision for park purposes, and to construct improvements on Lot 11 including a paved parking area, a stairway providing access to the beach, benches, landscaping and irrigation, lighting, and other improvements. The subdivision was also conditioned to provide maintenance of the park by establishing an assessment district. Lot 11 of Tract No. 2110 is identified as the North Point Natural Area.

For a detailed description of the improvements, refer to the plans and specifications on file in the office of the City Engineer.

The owners of the ten residential lots within the North Point subdivision have requested that the City form a maintenance assessment district to fund the maintenance of the North Point Natural Area.

**II. Maintenance Tasks**

A list of maintenance tasks required to maintain the North Point Natural Area in acceptable condition for public use was developed by the City Recreation and Parks Department based on maintenance standards established for existing parks within the City and is included in this report as Attachment A.

**III. Maintenance Costs**

The estimated annual cost of maintaining the North Point Natural Area was developed by the Recreation and Parks Department based on the tasks required and the City's Flat Rate Manual for Parks Maintenance. The annual cost of maintenance for the 2015/16 fiscal year is estimated to be \$5,645.00. The detailed cost estimate is included in this report as Attachment B.

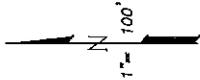
**IV. Apportionment of Assessment**

The total assessment for the District is apportioned to each of the ten residential lots equally. Lot 11, the North Point Natural Area; Lot 12, a private street; and Lot 13, an open space parcel to be granted to the State of California; are not assessed. Individual assessments are listed in the following table:

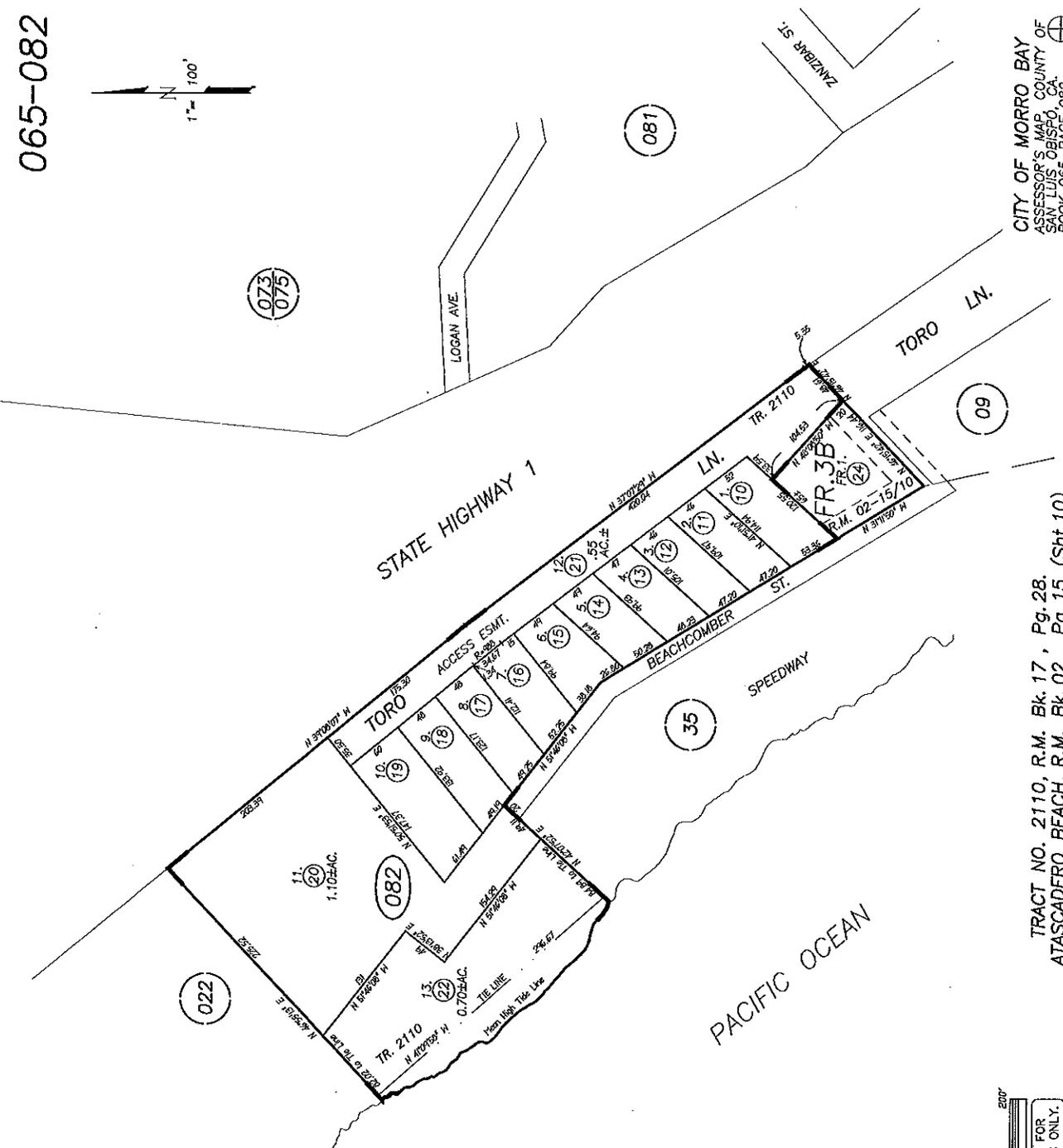
**Parcel/Assessment Table**

<b>Lot Number</b>	<b>County Assessor's Parcel Number</b>	<b>Annual Assessment</b>
1	065-082-10	\$564.50
2	065-082-11	\$564.50
3	065-082-12	\$564.50
4	065-082-13	\$564.50
5	065-082-14	\$564.50
6	065-082-15	\$564.50
7	065-082-16	\$564.50
8	065-082-17	\$564.50
9	065-082-18	\$564.50
10	065-082-19	\$564.50
11	065-082-20	\$ 0.00
12	065-082-21	\$ 0.00
13	065-082-22	\$ 0.00

065-082



065-082



CITY OF MORRO BAY  
ASSESSOR'S MAP COUNTY OF  
SAN LUIS OBISPO, CA  
BOOK 065 PAGE 082

TRACT NO. 2110, R.M. Bk. 17, Pg. 28.  
ATASCADERO BEACH, R.M. Bk. 02, Pg. 15 (Sht. 10).

REVISIONS	
T.S.	DATE
MA	03-22-07
09-025	04-16-08

50' 0 100' 200'

THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.

CB  
09-25-94

## **Attachment A**

# **NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT MAINTENANCE TASKS MAY 2015/16**

### **Routine Maintenance Tasks**

Review for vandalism/repair  
Pick-up - paper  
trash  
cigarette butts  
Empty - trash cans  
Clean - benches  
Check - fencing  
beach access stairway  
bike rack  
lights  
planting hillside, erosion

### **Weekly or as needed**

Blow paths, parking lot

### **Monthly or as needed**

Check trees  
Check/repair sprinkler system  
Trim trees and bushes as needed  
Critical parts inspections

### **Annually or as needed**

Paint beach access stairway, public access signage  
New plantings (replacement)  
General safety inspection  
Annual tree pruning  
Remove graffiti  
Mow open space  
Pest/gopher control  
Trim and spray paths  
Repair public access signage

## Attachment B

### NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT MAY 2015/16

**NAME:** North Point Natural Area Landscaping and Lighting Maintenance Assessment District

**DIAGRAM:** Attached

**PLANS AND SPECIFICATIONS:** For a detailed description of the improvements, refer to the plans and specifications for Tract 2110 on file in the office of the City Engineer. No bonds or notes will be issued for this Maintenance Assessment District.

**ESTIMATED COST OF MAINTENANCE:** The following outlines the estimated budget for the maintenance of the North Point Natural Area for fiscal year 2015/16.

City of Morro Bay

### Budget Worksheet Report

Account Number	Description	2012 Actual Amount	2013 Actual Amount	2014 Actual Amount	Amended Budget	Actual Amount	2016 Estimate
<b>Department</b>	<b>6162</b>	<b>North Point Park</b>					
<u>Personnel Services</u>							
	4110 Regular Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
	4310 Part-Time Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
	4910 Employer Paid Benefits	\$507.89	\$45.76	\$0.00	\$0.00	\$0.00	\$0.00
	4999 Labor Costs Applied	\$869.94	\$181.70	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total: Personnel Services</b>		<b>\$1,377.83</b>	<b>\$227.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$400.00</b>
<u>Supplies</u>							
	5501 Grounds Maint. Supplies	\$6.66	\$80.28	\$0.00	\$0.00	\$0.00	\$300.00
<b>Total: Supplies</b>		<b>\$6.66</b>	<b>\$80.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$300.00</b>
<u>Services</u>							
	6104 Engineering Services	\$0.00	\$0.00	\$0.00	\$5,645.00	\$0.00	\$0.00
	6199 Other Professional Svc	\$0.00	\$7,969.00	\$0.00	\$0.00	\$0.00	\$0.00
	6300 Utilities	\$1,075.18	\$1,808.15	\$1,929.86	\$0.00	\$1,363.29	\$2,000.00
<b>Total: Services</b>		<b>\$1,957.10</b>	<b>\$9,912.44</b>	<b>\$2,068.99</b>	<b>\$5,645.00</b>	<b>\$1,363.29</b>	<b>\$2,000.00</b>
<b>Department Total: North Point Park</b>		<b>\$3,341.59</b>	<b>\$10,220.18</b>	<b>\$2,068.99</b>	<b>\$5,645.00</b>	<b>\$1,363.29</b>	<b>\$2,700.00</b>

#### Personnel Services

Includes all daily and routine tasks as well as non-routine maintenance and repair costs.

#### Supplies

Includes trash liners, round-up and all other supplies in daily tasks as well as non-routine repair and maintenance.

#### Services

Includes utilities, engineering, insurance and structural repair to stairway and other structures.

<b>Total Assessment Estimate:</b>	<b>\$5,645.00</b>
<b>Per Parcel Yearly Assessment \$5,645.00/10 parcels</b>	<b>\$ 564.50</b>



AGENDA NO: C-1

MEETING DATE: May 12, 2015

## Staff Report

TO: Honorable Mayor and City Council

DATE: May 7, 2015

FROM: David Buckingham, City Manager  
Rob Livick, PE/PLS – Public Works Director/City Engineer

SUBJECT: Discussion and Direction for Future Morro Bay Water Reclamation Facility (WRF) and Monthly WRF Project Progress Update

### RECOMMENDATION

Adopt Resolution No. 25-15 providing direction to staff regarding Water Reclamation Facility.

### FISCAL IMPACT

The following is a summary of the existing contract with specialty consultants used to assist in the WRF site selection and “Fatal Flaws” analysis.

<b>Site Alternatives</b>	
JFR Consulting – Site Selection/Project Management Assistance	
Original Contract	\$117,256
Amendment #1	\$76,129
Amendment #2	\$91,336
Amendment #3	\$23,147
Amendment #4	\$44,279
Total Contract	<b>\$352,147</b>
Kestrel Consulting – Assessment Funding	
Contract Amount	\$20,530
Larry Walker and Associates – Permitting Constraints	
Original Contract	\$24,970
Amendment #1	\$5,100
Total Contract	<b>\$30,070</b>
Cleath-Harris Associates – Stream Flow Augmentation	
Contract Amount	\$7,500

Prepared By: RL Dept Review: Staff

City Manager Review: DB

City Attorney Review: JWF

Amendment #1	\$6,500
Amendment #2	\$4,000
<b>Total Contract</b>	<b>\$18,000</b>
Carollo Engineers – CMC Capacity, Siting Evaluation and Cost Estimate (Proposed to be Reimbursed by RWQCB using SEP Funds)	
<b>Total Contract</b>	<b>\$87,361</b>
<b>Total Site Selection</b>	<b>\$508,108</b>
<b>Fatal Flaws</b>	
Kevin Merk Associates – Preliminary Bio Assessment	
<b>Contract Amount</b>	\$12,835
Fugro - Hydrogeological	
<b>Contract Amount</b>	\$38,600
Farwestern Archeological	
<b>Contract Amount</b>	\$12,000
Larry Walker Associates - Pretreatment (Salt) Assessment	
<b>Contract Amount</b>	\$23,640
<b>Total Fatal Flaws</b>	<b>\$87,075</b>
<b>Total Consultant Contract Amount</b>	<b>\$595,183</b>

## **DISCUSSION**

On April 30, 2015 at the Joint meeting between the City Council and the Cayucos Sanitary District (CSD), the CSD presented the City Council with their adopted Resolution 2015-1 that in part, stated the CSD is "suspending consideration of participation" with Morro Bay on pursuing a project at the Rancho Colina site and they are investigating stand-alone options closer to home. At that same meeting the City presented information regarding the history of the two agencies' work over the past 2-1/2 years and stated that the City remains committed to a regional solution with the CSD. Morro Bay City Council voted and unanimously approved the following motion:

*“The Cayucos Sanitary District and Morro Bay City Council agree to work cooperatively to construct a regional Wastewater Treatment Plant at the “preferred site” (Rancho Colina) by 2021. The parties agree to work together in good faith to share costs (beginning in Jan 2015) on a 70% (Morro Bay), 30% Cayucos basis, to establish common goals, release RFPs for Project Management and Environmental Review by the end of May 2015, and select the most appropriate facility master planning proposal by the end of June 2015.”*

The CSD Board declined to vote on this motion. Due to the CSD’s Board inaction to support Morro Bay’s desire to work cooperatively and their adoption of Resolution 2015-1 stating their desire to investigate and potentially construct their own facility within their service area, Morro Bay staff prepared recommendations to continue pressing forward with the proposed WRF at the Rancho Colina site. Additionally, staff issued an addendum to the Facilities Master Plan (FMP) Request for

Proposal (RFP) deleting the CSD from the consultant selection process and proposes to enter into a two party contract with the ultimate FMP consultant.

Based on the actions of the CSD previously described, Morro Bay Public Works staff scheduled and convened a special Water Reclamation Facility Citizens Advisory Committee (WRFCAC) meeting on May 7, 2015 to discuss potential recommendations to City Council regarding how to proceed forward to meeting the City's goal of constructing the first phase of the WRF within five years from the issuance of the final permit on the existing WWTP or somewhere around the end on 2021.

The CSD decision to pursue their own path rather than a joint project, presents the City with the opportunity to move forward on an accelerated schedule, in keeping with Council direction, toward a fair and equitable regional solution. Staff proposes that the City pursues a path that maintains the potential for CSD capacity or future buy-in and expansion while defining the legal and equitable terms for that option.

While there may be some Morro Bay community pressure to eliminate the wastewater flows from the CSD from consideration in the sizing of the future WRF, Staff believes it to be unwise and unnecessary to do so at this point for several reasons.

- Rates will be more cost effective for everyone (economy of scale) if CSD participation is included in our facility and fund.
- Morro Bay should be concerned about the future of the existing WWTP. If the CSD cannot implement their standalone project on the same timeframe as the City's, continued use of the WWTP may be requested by the CSD alone.
- Should the CSD come back to Morro Bay to participate in our project within the next year, then we can accommodate them. The caveat is once the FMP and EIR are complete and we move toward design-build, it may become apparent that is not cost effective to build for unknown/unneeded capacity.

Following points were discussed by the WRFCAC at their May 7, 2015 and they considered and recommended the following be incorporated into City Council Resolution 25-15 to be presented at the May 12, 2015 City Council meeting:

1. Plan for a WRF with regional capacity to be owned and operated by the City of Morro Bay.
2. Master plan for a scalable facility, between 1.0 and 1.5 MDG, that will allow potential regional partners to join the project in the months ahead. Determine final sizing to be established in cooperation with the selected FMP consultant. Emphasize that scalability and phasing of the WRF is important not only for possible external customers (i.e. CSD) but also for possible increased flows due to revitalization of some Morro Bay areas such as downtown, MBPP and looking toward possible development of undeveloped/unincorporated areas within the context of the current effort to update both the General Plan and the Local Coastal Plan.
3. Determine and establish rates for the CSD. Tie the rates and buy in costs to project milestones, i.e. Prior to Completion of the FMP, Prior to completion of the

Environmental Document, etc. The rate should include a fixed portion for capital costs and a variable portion for O&M costs.

4. In the rate and buy in cost determination; costs shall include all Morro Bay WRF development expenses incurred since the January 2013 CCC denial of the Coastal Development Permit to reconstruct a facility on the beach.
5. Release RFPs for Environmental Review and Project Management by the end of May
6. Move forward with having the ad hoc consultant review subcommittee already established by the WRFCAC make recommendations to the WRFCAC regarding selection of the FMP, Project Management and environmental consultants that would be reviewed and forwarded to City Council for contract award.”
7. Commit to a thorough review and consideration of all appropriate treatment technologies in the FMP with the final decision to be resolved during the design-build procurement process to allow flexibility in the design.
8. Commit to completing an MOU by July 1, 2015 outlining the procedures for the potential purchase of the Rancho Colina site.
9. Commit to processing an annexation request for the Rancho Colina site with LAFCO as soon as possible with the understanding LAFCO will not be able to act upon this application until the environmental review of the project is completed and approved/certified.
10. Commit to the decommissioning of the existing WWTP as soon as practicable
11. Commit to maximizing costs savings by minimizing spending on the existing WWTP to the level needed to meet permit compliance.

**Additional items added by the WRFCAC:**

12. Proactively work with all Regulatory Agencies
13. Prepare a Local Coastal Program amendment in coordination with the California Coastal Commission, which requires the cessation of all WWTP activities at the current site once the new Morro Bay WRF is approved by the Regional Water Quality Control Board for full operation.
14. Modifications to item #3 to tie the rates for the CSD to project milestones.

**REFERENCE MATERIAL (Access via City Website)**

1. [CSD Resolution No. 2015-1](#)
2. [WRF Status Update & Next Steps presented by CMB at the April 30, 2014 Joint \(CMB/CSD\) Meeting](#)
3. [General WRF project information](#)

**ATTACHMENT**

1. City of Morro Bay WRF Program Schedule
2. Timeline of WRF events January 2013 to present

**RESOLUTION NO. 25-15**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA,  
DIRECTING STAFF REGARDING THE DEVELOPMENT OF A NEW WATER  
RECLAMATION FACILITY AT THE PREFERRED RANCHO COLINA SITE**

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

**WHEREAS**, the City of Morro Bay and the Cayucos Sanitary District (CSD) jointly own (60-percent/40-percent respectively) an existing 62 year old Wastewater Treatment Plant that requires replacement; and

**WHEREAS**, it has been determined to be in the best interest of Morro Bay to construct a new Water Reclamation Facility that complies with the California Coastal Commissions actions on January 10, 2013; and

**WHEREAS**, it is in the best financial interest of the community to minimize the major maintenance and repair costs at the existing wastewater treatment plant; and

**WHEREAS**, On February 25, 2014 the City Council resolved to have a new Water Reclamation Facility operational prior to the expiration of the discharge permit for the existing wastewater treatment plant, being five years more or less, and

**WHEREAS**, On December 9, 2014 the City Council reviewed the final report from John F. Rickenbach Consulting regarding recommended Water Reclamation Facility (WRF) sites and reclamation and selected the Rancho Colina site as its preferred alternative subject to the completion of the necessary environmental analysis of the preferred alternative, and

**WHEREAS**, On December 11, 2014 and again at the January 8, 2015 Joint meetings, both Morro Bay and CSD expressed a site preference for the Rancho Colina site subject to the completion of the necessary environmental analysis of this preferred site, and

**WHEREAS**, On February 11, 2015 the Regional Water Quality Control Board issued a letter to both Morro Bay and the CSD stating that the *anticipated* permit for the existing site will expire in 2021, and

**WHEREAS**, On March 12, 2015 at the Joint meeting, both Morro Bay and CSD directed their Staffs to issue a joint Request for Proposal for a Facilities Master Plan for a WRF at the preferred site, and

**WHEREAS**, On April 30, 2015 at the Joint meeting between the Morro Bay City Council and the Cayucos Sanitary District Board of Directors, the CSD Board presented the Morro Bay City Council with CSD Resolution 2015-1, stating in part: "*Cayucos hereby declares its intention to suspend consideration of participation in the Morro Bay WRF Project and independently pursue alternatives for wastewater treatment and reclamation of water that will maximize its resources and provide the greatest benefit to the Cayucos community.*", and

**WHEREAS**, On April 30, 2015 at the Joint meeting between the Morro Bay City Council and the Cayucos Sanitary District Board of Directors, the City Council moved and approved the following: *“The Cayucos Sanitary District and Morro Bay City Council agree to work cooperatively to construct a regional Wastewater Treatment Plant at the “preferred site” (Rancho Colina) by 2021. The parties agree to work together in good faith to share costs (beginning in Jan 2015) on a 70% (Morro Bay), 30% Cayucos basis, to establish common goals, release RFPs for Project Management and Environmental Review by the end of May 2015, and select the most appropriate facility master planning proposal by the end of June 2015.”*, and

**WHEREAS**, On April 30, 2015 at the Joint meeting between the Morro Bay City Council and the Cayucos Sanitary District Board of Directors, the CSD Board did not make a reciprocal motion to that of the Morro Bay City Council, and

**WHEREAS**, On May 7, 2015 at the Water Reclamation Facility Citizens Advisory Committee (WRFCAC) meeting, the WRFCAC recommended a number of items that the City Council consider in moving forward with the WRF project, the items are reflected in items A-M below.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Morro Bay, California, provides the following Direction to City staff:

- A. Plan for a WRF with regional capacity to be owned and operated by the City of Morro Bay.
- B. Master plan for a scalable facility, between 1.0 and 1.5 MDG, that will allow potential regional partners to join the project in the months ahead. Determine final sizing to be established in cooperation with the selected FMP consultant. Emphasize that scalability and phasing of the WRF is important not only for possible external customers (i.e. CSD) but also for possible increased flows due to revitalization of some Morro Bay areas such as downtown, MBPP and looking toward possible development of undeveloped/unincorporated areas within the context of the current effort to update both the General Plan and the Local Coastal Plan.
- C. Determine and establish rates for the CSD, should that agency wish to become a customer in the future. Tie the rates and buy in costs to project milestones, i.e. Prior to Completion of the FMP, Prior to completion of the Environmental Document, etc. The rate should include a fixed portion for capital costs and a variable portion for O&M costs.
- D. In the rate and buy in cost determination, costs shall include all Morro Bay WRF development expenses incurred since the January 2013 CCC denial of the Coastal Development Permit to reconstruct a facility on the beach.
- E. Release RFPs for Environmental Review and Project Management by the end of May 2015.
- F. Move forward with having the ad hoc consultant review subcommittee already established by the WRFCAC make recommendations to the WRFCAC regarding selection of the FMP, Project Management and environmental consultants that would be reviewed and forwarded to City Council for contract award.
- G. Commit to a thorough review and consideration of all appropriate treatment technologies in the FMP with the final decision to be resolved during the design-build procurement process to allow flexibility in the design.
- H. Commit to completing an MOU by July 1, 2015 outlining the procedures for the potential purchase of the Rancho Colina site.
- I. Commit to processing an annexation request for the Rancho Colina site with LAFCO as soon as possible with the understanding LAFCO will not be able to act upon this

application until the environmental review of the project is completed and approved/certified.

- J. Commit to the decommissioning of the existing WWTP as soon as practicable
- K. Commit to maximizing costs savings by minimizing spending on the existing WWTP to the level needed to meet permit compliance.
- L. Proactively work with all Regulatory Agencies
- M. Prepare a Local Coastal Program amendment in coordination with the California Coastal Commission, which requires the cessation of all WWTP activities at the current site once the new Morro Bay WRF is approved by the Regional Water Quality Control Board and fully operational, while still allowing the use of the outfall for disposal purposes

**PASSED, APPROVED, AND ADOPTED**, by the City of Morro Bay City Council, at a regular meeting held on this 12th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

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JAMIE L. IRONS, Mayor

ATTEST:

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DANA SWANSON, City Clerk



Morro Bay Water Reclamation Program Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	2015				2016				2017				2018				2019				
						Q1	Q2	Q3	Q4																	
64		City Review	3 wks	Mon 11/2/15	Fri 11/20/15																					
65		67% Facilities Master Plan	8 wks	Mon 1/25/16	Fri 3/18/16																					
66		City Review	3 wks	Mon 3/21/16	Fri 4/8/16																					
67		90% Facilities Master Plan	4 wks	Mon 4/11/16	Fri 5/6/16																					
68		City Review	2 wks	Mon 5/9/16	Fri 5/20/16																					
69		Final Facilities Master Plan	4 wks	Mon 5/23/16	Fri 6/17/16																					
70		Lead Outreach to Customers and Stakeholders	8 mons	Mon 12/28/15	Fri 8/5/16																					
71		Develop Reclamation Phasing Strategies	3 mons	Mon 1/25/16	Fri 4/15/16																					
72		Perform Recycled Water Funding Evaluation	5 mons	Mon 3/21/16	Fri 8/5/16																					
73		Determine governance and ownership of recycled water facilities	2 mons	Mon 8/8/16	Fri 9/30/16																					
74		Draft Master Reclamation Plan Report	4 mons	Mon 10/3/16	Fri 1/20/17																					
75		City Review	4 wks	Mon 1/23/17	Fri 2/17/17																					
76		Final Master Reclamation Plan Report	8 wks	Mon 2/20/17	Fri 4/14/17																					
77		<b>Development of Bridging Documents</b>	<b>125 days</b>	<b>Mon 6/20/16</b>	<b>Fri 12/9/16</b>																					
82		<b>RFP/Selection of Lift Station/Transmission Mains Design Consultant</b>	<b>70 days</b>	<b>Mon 6/20/16</b>	<b>Fri 9/23/16</b>																					
87		<b>RFQ for Design/Build Team</b>	<b>105 days</b>	<b>Mon 10/10/16</b>	<b>Fri 3/3/17</b>																					
96		<b>RFP for Design/Build Team</b>	<b>205 days</b>	<b>Mon 2/13/17</b>	<b>Fri 11/24/17</b>																					
107		<b>Design/Bid/Build Lift Station and Transmission Mains</b>	<b>865 days</b>	<b>Mon 11/7/16</b>	<b>Fri 2/28/20</b>																					
125		<b>Phase I Design/Build Delivery</b>	<b>1030 days</b>	<b>Mon 5/1/17</b>	<b>Fri 4/9/21</b>																					
143		<b>RFQ/Selection of EIR/EA/Permitting Team</b>	<b>106 days</b>	<b>Fri 3/20/15</b>	<b>Fri 8/14/15</b>																					
144		Develop RFQ	43 days	Fri 3/20/15	Tue 5/19/15																					
145		Circulate RFQ	23 days	Wed 5/20/15	Fri 6/19/15																					
146		Proposal Opening and City Review	4 wks	Mon 6/22/15	Fri 7/17/15																					
147		Selection of EIR/EA/Permitting Team and Scope Development	4 wks	Mon 7/20/15	Fri 8/14/15																					
148		<b>EIR/EA/Permitting</b>	<b>640 days</b>	<b>Mon 8/17/15</b>	<b>Fri 1/26/18</b>																					
160		Phase II Recycled Water Distribution System	60 mons	Mon 4/12/21	Fri 11/14/25																					

MB Reclamation Program Schedule  
Date: Wed 5/6/15

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Critical	
Summary		Inactive Milestone		Manual Summary		Critical Split	
Project Summary		Inactive Summary		Start-only		Progress	

WRF Project Timeline  
January 2013 - Present

Date	Action
May 12, 2015	Regular Scheduled City Council meeting to discuss Resolution 25-15 providing direction to staff.
May 7, 2015	Special WRFCAC Meeting to discuss recommendations to the City Council regarding moving forward with the project.
May 4, 2015	Morro Bay Staff issued an addendum to the WRF FMP RFP, eliminating the CSD from the review process and establishing a two party contract.
April 30, 2015	Joint Meeting of the CSD Board of Directors and Morro Bay City Council for continued discussion regarding the MOU for the New WRF. CSD Presented Resolution 2015-1 suspending participation with Morro Bay on a New WRF at the Rancho Colina Site
April 8, 2015	Rate Notices to be Mailed out to all City property owners and residents
April 8, 2015	WRFCAC Meeting to appoint members to WRF FMP review committee
March 24, 2015	City Council Approves Proposition 218 Notice for Water and Sewer Rate Adjustments and Schedules Public Hearing for May 26, 2015
March 19, 2015	Issued Contract to KMA for Preliminary Biological Assessment of Rancho Colina site and pipeline corridor.
March 19, 2015	Release RFP for WRF Facilities Master Planning
March 11, 2015	Joint Meeting of Morro Bay City Council and Cayucos Sanitary District Board of Directors in Cayucos
February 25, 2015	JFR Contract Ammendment #4 for \$44,279.00 to assist with fatal flaw analysis
February 25, 2015	Facilities Master Plan RFP Completed for internal staff review
February 23, 2015	CSD Legal Council transmitted CSD DRAFT MOU to City
February 19, 2015	Letter from Ken Harris, RWQCB regarding the New WRF project and deadline for operations.
February 19, 2015	Public Works Advisory Board – Second Water and Sewer Rate Study Workshop
February 11, 2015	WRFCAC Meeting to review MOU for Now
February 11, 2015	Scheduled Joint Meeting of Morro Bay City Council and Cayucos Sanitary District Board of Directors in Cayucos was canceled
February 5, 2015	Meeting between Morro Bay Council Subcommittee and Cayucos Sanitary District Board Sub Committee to Discuss the MOU for Now
January 29, 2015	Public Works Advisory Board – Water and Sewer Rate Study Workshop
January 26, 2015	Meeting with between Morro Bay and Cayucos Staff to discuss next steps and "MOU for Now"
January 26, 2015	Meeting with between Morro Bay Staff, JFR/MKN and City Council sub-committeeto discuss next steps and "MOU for Now"
January 13, 2015	City Council to review "Next-Steps" and provide direction to Staff.
January 8, 2015	Staff presentation of the "Next-Steps" to the City Council and CSD Board
December 11, 2014	Staff presented to the City Council and the CSD Board of Directors the Final JFR report, including the CMC evaluation by Carollo Engineers. The csd Board of Directors concured that based on the information presented that the Rancho Colina site appeared the most viable and cost effective.
December 9, 2014	City Council meets to review the Final JFR report, including the CMC evaluation by Carollo Engineers. The City Council expresses their preference for Rancho Colina as their preferred site for the New WRF. The cost estimates indicated that the CMC site was nearly double that of the Rancho Colina site.
December 8, 2014	Corollo Engineers releases their Technical Morandum regarding CMC WWTP capacity and necessary facility expansion to accommodate increase flows from City and CSD.
December 8, 2014	Meeting between MBNEP and City staff to discuss concerns regarding the siting of the WRF at CMC and increased pollutant loads to Chorro Creek.
December 8, 2014	Meeting between City staff and the WRF Technical Committee (Irons/Smukler) to review the project status.

New items are indicated by shading.

WRF Project Timeline  
January 2013 - Present

Date	Action
December 1, 2014	Tour of the existing CMC facility with representatives from CDCR, CSD and the City.
November 19, 2014	Conference call between CDCR, CSD and Morro Bay staff regarding the logistics of siting at the CMC location.
November 18, 2014	Meeting between City and California Coastal Commission staff regarding a variety of projects in Morro Bay including the WRF siting.
November 13, 2014	Staff presented to the City Council and the CSD Board of Directors the status of the CMC Capacity Analysis and also updated the CSD Board on the City Council meeting of November 12, 2014
November 12, 2014	The City Council reviewed the draft report from John Rickenbach Consulting regarding final site preference. As the result of the report being incomplete, without the Carollo CMC engineering analysis including comparable cost estimates, the City Council choose to delay their decision on final site preference until such time that the report is complete and the WRFAC has had a chance to review and make a recommendation.
November 5, 2014	The WRFAC met and reviewed the draft report from John Rickenbach Consulting regarding final site preference. As the result of the report being incomplete, without the Carollo CMC engineering analysis including comparable cost estimates, the WRFAC moved to recommend to City Council to delay their decision on final site preference until such time that the report is complete and the WRFAC has had a chance to review and make a recommendation to the City Council.
October 28, 2014	Cleath-Harris and Associates presented the Hydrogeological Technical Memoranda regarding the relative benefits of a Creek discharge in the Chorro Valley and In-Lieu recharge in the Morro Valley to the City Council at their regular meeting.
October 22, 2014	Meeting of the WRFAC where they reviewed the Hydrogeological Technical Memoranda by Cleath-Harris and Associates and toured the Rancho Colina site.
October 20, 2014	A conference call between Morro Bay, CSD, CMC, Regional Board and CDCR was held to discuss the viability and timing of a regional facility at CMC. At that meeting CDCR authorized the release of WWTP data to Carollo for their process modeling.
October 10, 2014	A project kick off meeting was held at the City's Public Services offices for the Carollo CMC work, City and CSD staff along with the City's consultants were in attendance.
October 9, 2014	Meeting between the Morro Bay City Council and the Cayucos Sanitary District Board of Directors Meeting in Cayucos. City Council directed, by motion, City staff to work cooperatively with Cayucos Sanitary District staff.
October 8, 2014	Meeting of the WRFAC where they reviewed the LWA report regarding permitting constraints, Kestral Consulting report regarding financing and grants and they formed three technical subcommittees.
October 2, 2014	Meeting of the Morro Bay City Council Technical/Executive Committee and the Cayucos Sanitary District Board of Directors in Morro Bay
September 30, 2014	The Public Services director executed a contract with Carollo Engineers for the study of capacity and expansion capability at the CMC site.
September 26, 2014	Meeting with Bartle Wells (Sewer and Water Rate Consultant) regarding hearing schedule and additional data needs
September 25, 2014	Received final scope and estimated fee (\$101,945) from Carollo Engineers for the evaluation of the CMC option, Carollo requested changes to the standard City contract which are being reviewed by the City Attorney
September 23, 2014	City Council Special Meeting reviewed the Report by Larry Walker and Associates regarding the Water Quality permitting implications at each of the two final proposed sites. Council also discussed the potential of joint City Council/WRFAC meetings and status of the CMC evaluation

New items are indicated by shading.

WRF Project Timeline  
January 2013 - Present

Date	Action
September 11, 2014	Joint meeting of the Morro Bay City Council and the Cayucos Sanitary District Board of Directors Meeting in Morro Bay.
September 10, 2014	First Meeting of the WRFCAC
August 12, 2014	City Council confirmed Citizen Appointments to the WRFCAC
July 16, 2014	Kick off meeting with Larry Walker Associates regarding discharge permit requirements for various disposal/reuse options for the new WRF project.
July 10, 2014	Meeting with Cayucos Sanitary District staff to discuss the scope of work for the proposed Carollo Engineers CMC capacity evaluation study.
July 9, 2014	City Council conducted interviews for positions on the WRF Citizens Advisory Committee (WRFCAC). City Council appointed seven members to the WRFCAC.
June 30, 2014	Staff met internally to gather preliminary information for Bartle Wells Rate Study. Staff will have all info to Bartle Wells by the end of July.
June 27, 2014	Kick off meeting with Kestrel Consulting to discuss funding strategies for the new WRF project.
June 27, 2014	Meeting with Cleath-Harris to review draft Chorro Creek discharge study and effect on City water supply. Authorized Cleath-Harris to perform a similar study for the Morro Valley.
June 25, 2014	Meeting with John Rickenbach and Mike Nunley to discuss project schedule for the WRF project
June 20, 2014	City executed a contract with Larry Walker Associates in the amount of \$24,970 to advise the City regarding discharge permit requirements for various disposal/reuse options for the new WRF project.
June 15, 2014	City executed a contract with Kestrel Consulting in the amount of \$20,530 to develop funding strategies for the new WRF project.
June 14, 2014	Staff has met with a variety of alternative project delivery method firms to explore the requirements for this process, firm include: Corollo, CDMSmith; and Black and Veatch.
May 27, 2014	City Council adopted Resolution 34-14 that provides direction to staff regarding the "Rancho Colina" site, continuing parallel path discussion regarding the CMC site, and forming a Citizen's Advisory Committee.
May 23, 2014	Selected Bartle Wells as Water and Sewer Rate Study consultant. The estimated fee for the study is not to exceed \$67,440.
May 22, 2014	The City Clerk posted the notice of the formation of a new, limited term and scope, i.e. Water Reclamation Facility Citizen's Advisory Committee. Applications are due to the Clerk by Friday, June 13, 2014.
May 13, 2014	Council Approved New Water Reclamation Facility Project Report on Reclamation and Council Selection of a WRF Site and provided direction to staff to return to Council with a resolution that captured the motions made.
May 8, 2014	May JPA Meeting cancelled.
May 1, 2014	Scheduled site visit at Giannini site with WRF Subcommittee, JRF Consulting and Property Owner.
April 23, 2014	Meeting to review the "Rancho Colina" site with the Morro Bay and CSD Sub-Committees along with Water Board staff.
April 21, 2014	"Rancho Colina" site visit with staff and Council persons Leage and N. Johnson.
April 18, 2014	Letter sent to property owners of potential WRF sites, inviting a discussion regarding siting potential
April 11, 2014	"Rancho Colina" site visit with staff and Council person C. Johnson.
April 10, 2014	April JPA Meeting cancelled

New items are indicated by shading.

WRF Project Timeline  
January 2013 - Present

Date	Action
March 21, 2014	Meeting between City of Morro Bay (Irons/Smukler) and CSD (Enns/Lloyd) Sub-Committees along with Morro Bay and CSD County and Water Board Staff to discuss overall project status and the CMC option.
March 20, 2014	WRF Sub-Committee meeting along with staff and property owner at the "Rancho Colina" Morro Valley site to get an overview of the potential for it as a project location.
March 10, 2014	March JPA Meeting cancelled.
March 6, 2014	Scheduled WRF Subcommittee meeting with staff to discuss grant opportunities and schedules.
February 28, 2014	Received a revised scope of work for a contract amendment received from Rickenbach recognizing the accelerated time schedule for the WRF. Estimated fees not to exceed \$76,129.
February 25, 2014	City Council received a status update on the New WRF and adopted Resolution 17-14 prescribing a 5-year time frame for the construction of the New WRF.
February 24, 2014	City Council Discussion of Eater and Sewer Rates at special Workshop and Council discussion and direction regarding City DRAFT MOU and CSD DRAFT MOU.
February 13, 2014	WRF Sub-Committee meeting to discuss the 5 year time schedule and grant opportunities.
February 13, 2014	February JPA Meeting held.
February 11, 2014	Mid-year Budget adjustment to include additional funding for WRF alternative site analyses. \$100,000 was approved.
January 31, 2014	Status report preparation assigned to Public Services Director.
January 29, 2014	Received proposal from Rickenbach for a contract amendment to perform due diligence on alternative WRF sites for final site selection. Estimated fees not to exceed \$63,806.
January 23, 2014	Onsite staff meeting with property owner at Rancho Colina to tour a potential location.
January 23, 2014	Telephone discussion with City's Water Attorney regarding water rights to creek discharge of wastewater.
January 20, 2014	Received proposal from Cleath-Harris to study Chorro Creek discharge and effect on City water supply. Estimated fees not to exceed \$7,500.
January 16, 2014	January JPA Meeting canceled.
December 19, 2013	December JPA Meeting held – Verbal update by both CMB and CSD.
December 10, 2013	Presentation of Options Report to City Council.
November 19, 2013	Meeting with RWCQB Staff regarding project Status and Permit Renewal.
November 14, 2013	November 2013 JPA Meeting Cancelled.
November 12, 2013	Presentation of Options Report to City Council.
November 5, 2013	Second Public Workshop – Presentation of Options Report for Public Feedback.
November 4, 2013	Public Works Advisory Board – Options Report to Board for Public Feedback.
October 29, 2013	Release of Public Draft – Options Report.
October 21, 2013	Quarterly Coastal Commission/City of Morro Bay Meeting.
September 27, 2013	October 2013 JPA Meeting cancelled.
September 16, 2013	Biosolids and Treatment Options Workshop at MB Veteran's Hall.
September 12, 2013	September JPA Meeting held.
August 19, 2013	Week ofmWorkshop Summary posted on City's website. Comments Form available on City's website for additional comments on the workshop and/or project.
August 15, 2013	Community Workshop #1 held at MB Veteran's Hall.
August 8, 2013	August JPA Meeting Cancelled.
July 25, 2013	Stakeholder Interviews conducted by Rickenbach team.

New items are indicated by shading.

WRF Project Timeline  
January 2013 - Present

Date	Action
July 19, 2013	WSC Report entitled <u>Conceptual Wastewater Treatment Alternatives Technical Memorandum</u> commissioned by the Cayucos Sanitary District (CSD) released on the CSD website and delivered to the City. Report located at the following address: <a href="http://www.cayucossd.org/documents/Conceptual%20WW%20Treatment%20AltTM_CSD.pdf">www.cayucossd.org/documents/Conceptual%20WW%20Treatment%20AltTM_CSD.pdf</a>
July 18, 2013	Quarterly Coastal Commission/City of Morro Bay meeting, Rickenbach Team participated in review and discussion of the status of the WRF project.
July 11, 2013	July JPA Meeting Cancelled.
July 3, 2013	Tentative Schedule from Rickenbach for the New WRF posted online and available.
July 3, 2013	Working with Coastal Commission staff to finalize date for quarterly meeting/teleconference.
June 28, 2013	Work with Rickenbach to determine updated schedule pursuant to the scope of work in the RFP. Determination of Stakeholder groups/individuals.
June 24, 2013	Kick-off Meeting with John Rickenbach and team members.
June 13, 2013	JPA Meeting – Cayucos Veteran’s Hall.
May 28, 2013	Closed Session Item scheduled to discuss Righetti appraisal.
May 15, 2013	Public Services staff continues to work with John F. Rickenbach, Consulting to finalize the consultant contract
May 14, 2013	City Council meeting – Approval of John F. Rickenbach, Consulting as the Preliminary Planning Consultant for the WRF project.
May 9, 2013	May JPA meeting held, “Verbal Report by the City and District on the Progress of the future WWTP” was on the agenda and discussed.
May 2, 2013	Interviews to recommend the individual/team for the WRF project manage.
April 29, 2013	WRF Study Session at Veteran’s Hall.

New items are indicated by shading.



AGENDA NO: C-2

MEETING DATE: May 12, 2015

## Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** April 30, 2015

**FROM:** Amy Christey, Police Chief

**SUBJECT:** Adoption of Ordinance No. 592 Amending Subsection 14.08.090 O. of the Morro Bay Municipal Code Relating to *Sale and Use of Fireworks*

### **RECOMMENDATION**

Staff recommends the City Council adopt Ordinance No. 592 after reading the title only and waiving further reading.

### **SUMMARY**

Ordinance 592 was introduced at the Council meeting held on April 28, 2015. This is the legally required second reading for non-urgency ordinances. After the second reading, by title only with further reading waived, it is recommended the Council adopt the ordinance, which will then become effective on the 31<sup>st</sup> day after its adoption.

### **ATTACHMENT**

Ordinance 592

Prepared By: AAC

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

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

City Attorney Review: JWP

**ORDINANCE NO. 592**

**AN ORDINANCE OF THE COUNCIL OF THE  
CITY OF MORRO BAY, CALIFORNIA  
AMENDING SUBSECTION 14.08.090 O.  
OF THE MORRO BAY MUNICIPAL CODE  
REGARDING THE SALE AND USE OF FIREWORKS**

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

**WHEREAS**, the City Council is committed to protecting the public health, safety and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

**WHEREAS**, the unlawful use of Safe and Sane Fireworks on public property, and illegal and dangerous fireworks create a condition that are hazardous to public safety; and

**WHEREAS**, the Police Department receives numerous public safety calls for service related to the unlawful use of fireworks; and

**WHEREAS**, increasing the fine structure for the unlawful use of fireworks to reflect \$1,000 for each offense; and

**WHEREAS**, Police Officers have the authority to issue administrative citations for the first offense without providing an initial warning; and

**WHEREAS**, other jurisdictions that have enacted similar ordinances increasing the fine structure for such offenses have proven to be successful in discouraging the unlawful use of fireworks; and

**WHEREAS**, the Police Department believes with the assistance of the media, and social media, adequate signage, increased fine structure, we can promote a safe environment for those living in Morro Bay and our visitors; and

**WHEREAS**, the City Council, upon determining there is a need to take action to protect public health, safety and welfare, desires to increase the fine structure and provide a provision wherein Police Officers can issue an administrative citation for the first offense.

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

**SECTION 1: Subsection 14.08.090 O. of the Morro Bay Municipal Code is hereby amended to read as follows:**

**O. Section 5609 is added to read as follows:**

**SECTION 5609  
SALE AND USE OF FIREWORKS**

5609. Sale and Use of Fireworks Unlawful. The sale or use of fireworks, pyrotechnics, and other explosives shall be unlawful, except as expressly provided herein and subject to all the following:

1. The sale of fireworks, approved by the State Fire Marshal as “safe and sane,” shall be permitted, subject to the approval of a permit by the Fire Chief.
2. The use of fireworks, approved by the State Fire Marshal as “safe and sane,” shall be permitted on private property only.
3. Public fireworks displays may be allowed, subject to the approval of a permit by the Fire Chief.
4. Pyrotechnics for use in movie industry operations may be allowed, subject to the approval of a permit by the Fire Chief.
5. This section shall not apply to the sale and use of State Fire Marshall approved and listed party poppers and snap caps.
6. Any person violating this provision will be guilty of a misdemeanor and subject to a \$1,000 fine for each offense.
7. Notwithstanding any other provision of this code, any Morro Bay Police Officer may issue an administrative citation for a first offense without first issuing a warning; and the administrative fine shall be \$1,000 for each offense.

**SECTION 2:** This Ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be published and posted in the manner required by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Morro Bay, held on the 28th day of April, 2015 by motion of Councilmember Johnson, seconded by Councilmember Heading.

**PASSED AND ADOPTED** on the 12<sup>th</sup> day of May 12, 2015.

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JAMIE L. IRONS, Mayor

ATTEST:

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DANA SWANSON, City Clerk

APPROVED AS TO FORM:

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JOSEPH W. PANNONE, City Attorney

I, Dana Swanson, City Clerk for the City of Morro Bay, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 28<sup>th</sup> day of April, 2015, and that hereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 12<sup>th</sup> day of May, 2015, by the following vote, to wit:

Ayes:

Noes:

Abstain:

Absent:

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Morro Bay, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk of the City of Morro Bay



AGENDA NO: C-3

MEETING DATE: May 12, 2015

## Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** April 30, 2015

**FROM:** Amy Christey, Police Chief

**SUBJECT:** Adoption of Ordinance No. 593 Adding Chapter 9.34 to the Morro Bay Municipal Code (MBMC) Banning the Possession of Certain Intoxicating Compounds Known as Synthetic Drugs

### **RECOMMENDATION**

Staff recommends the City Council adopt Ordinance No. 593 after reading the title only and waiving further reading.

### **SUMMARY**

Ordinance 593 was introduced at the Council meeting held on April 28, 2015. This is the legally required second reading for non-urgency ordinances. After the second reading, by title only with further reading waived, it is recommended the Council adopt the ordinance, which will then become effective on the 31<sup>st</sup> day after its adoption.

### **ATTACHMENT**

Ordinance 593

Prepared By:   AAC          

Dept Review:           

City Manager Review:           

City Attorney Review:

**ORDINANCE NO. 593**

**AN ORDINANCE OF THE COUNCIL OF THE  
CITY OF MORRO BAY, CALIFORNIA,  
ADDING CHAPTER 9.34 TO THE MORRO BAY MUNICIPAL CODE  
RELATING TO PROHIBITION OF THE POSSESSION OF CERTAIN  
INTOXICATING CHEMICAL COMPOUNDS  
KNOWN AS SYNTHETIC DRUGS**

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

**WHEREAS**, the City Council is committed to protecting the public health, safety and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

**WHEREAS**, recreational use of Psychoactive Bath Salts, Psychoactive Herbal Incense, and similar products commonly known as “Synthetic Drugs” has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death; and

**WHEREAS**, Synthetic Drugs are extremely dangerous and are gaining popularity at an alarming rate among high school and college-aged individuals, as well as among parolees and probationers; and

**WHEREAS**, those drugs are widely available in stores throughout the City, despite the State of California’s and the federal government’s attempt to ban such drugs; and

**WHEREAS**, California State Law, under Health & Safety Code sections 11375.5 (banning synthetic stimulant compounds and derivatives) and 11401 (banning “analogs” of controlled substances) (collectively “State Synthetic Drug Laws”), and Federal law, under the Controlled Substances Act (the “CSA”) (21 U.S.C. § 801, *et seq.*), prohibit Synthetic Drugs; and

**WHEREAS**, although the State Synthetic Drug Laws and the CSA prohibit certain compounds that are used to create synthetic drugs, they are not comprehensive enough to eliminate the possession of all Synthetic Drugs in the City; and

**WHEREAS**, the makers of Synthetic Drugs continually alter the composition of the compounds in their products so as to not come under the prohibition of the State Synthetic Drugs Laws, the CSA, and other laws and regulations that attempt to prohibit the sale of Synthetic Drugs; and

**WHEREAS**, to avoid the continuing threat to public health, safety and welfare that would occur if Synthetic Drugs were permitted in the City, the City finds it necessary to declare

an individual or business possessing Synthetic Drugs as defined herein is a threat to public health, safety and welfare and is, therefore, subject to the City's administrative, criminal and civil enforcement procedures (set forth in the Morro Bay Municipal Code).

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

**SECTION 1.** Chapter 9.34 is added to the Morro Bay Municipal Code to read as follows:

**Chapter 9.34 Psychoactive Bath Salts, Psychoactive Herbal Incense, and other Synthetic Drugs**

Sections:

- 9.34.010 Purpose and Intent
- 9.34.020 Definitions
- 9.34.030 Possession of Synthetic Drugs Prohibited
- 9.34.040 Public Nuisance
- 9.34.050 Confiscation of Synthetic Drugs
- 9.34.060 Penalties
- 9.34.070 Seizure of Evidence
- 9.34.080 Exclusions

**9.34.010 Purpose and Intent**

- A. The purpose and intent of this Chapter is to provide the City with measures to address the dangers to the community posed by Synthetic Drugs that are not regulated by State or Federal law.
- B. The City Council finds the dangers of Synthetic Drugs, which have been documented to cause hallucinations, agitations, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death, require regulation.
- C. This Chapter shall not apply to any activity already regulated by State or Federal drug laws, or any other applicable State or Federal law or regulation.

**9.34.020 Definitions**

The definitions and provisions contained in this section shall govern the construction of words and phrases used in this chapter. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derived from it, or from which it is a derivative, as the case may be.

- A. "Business" shall have the same meaning as the term is defined in Section 5.04.010 A. of this Code.

- B. “Distribute,” “distributing,” and “distribution” shall mean to furnish, give away, exchange, transfer, deliver or supply, whether for monetary gain or not.
- C. “Person” shall include any natural person, business, firm, company, corporation, public corporation, club, trust, partnership, association and/or similar organization.
- D. “Possess,” “possessing,” and “possession,” shall mean to have for consumption, distribution, or sale in one’s actual or constructive custody or control, or under one’s authority or power, whether such custody, control, authority and/or power be exercised solely or jointly with others.
- E. “Provide,” “providing,” and “provision” shall mean offering to distribute or sell a product or substance to any person.
- F. “Psychoactive Bath Salts,” shall mean any crystalline or powder product that contains a synthetic chemical compound that, when consumed, elicits psychoactive or psychotropic stimulant effects. The term “Psychoactive Bath Salts” includes without limitation:
1. Products that elicit psychoactive or psychotropic stimulant effects and contain any of the following substances:
    - (a) Salvia Divinorum or Salvinorum A; all parts of the plant presently classified botanically as Salvia Divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts;
    - (b) Cathinone (2-amino-1-phenyl-1-propane), 4- methylmethcathinone (2-methylamino-1-(4-methylphenyl)propan-1 one), 4-methoxymethcathinone (1-(4-methoxyphenyl)-2 (methylamine) propan-1-one), MDPV (methylenedioxyprovalerone), , methylene (3,4-methylenedioxy-Nmethylcathinone), methcathinone (2-(methylamino)-1-phenyl-propan-1-one), flephedrone (4 fluoromethcathinone), 3-FMC (3-fluoromethcathinone), ethcathinone (2-ethylamino-1 -phenyl-propan-1 -one), butylone β-keto Nmethylbenzodioxolylbutamine), a-PPP (a-pyrrolidinopropiophenone), MPPP (4-methyl-a-pyrrolidinopropiophenone), MDPPP (3’,4’ methylenedioxy-apyrrolidinopropiophenone), α-PVP (1-phenyl-2-(1-pyrrolidinyl)-1-pentanone), naphyrone (1-naphthalen-2-yl-2-pyrrolidin-1-ylpentan-1-one), 6-APDB (6(2aminopropyl)2,3 dihydrobenzofuran), and analogs of MDA (3,4-methylenedioxy-methamphetamine);
    - (c) any derivative of the above listed compounds;
    - (d) any synthetic substance and its isomers with a chemical structure similar to the above listed compounds;

- (e) any chemical alteration of the above listed compounds; or
  - (f) any other substantially similar chemical structure or compound; and
2. Products that elicit psychoactive or psychotropic stimulant effects and are marketed under any of the following trade names: Bliss, Blizzard, Blue Silk, Bonzai Grow, Charge Plus, Charlie, Cloud Nine, Euphoria, Hurricane, Ivory Snow, Ivory Wave, Lunar Wave, Ocean, Ocean Burst, Pixie Dust, Posh, Pure Ivory, Purple Wave, Red Dove, Scarface, Snow Leopard, Stardust, Vanilla Sky, White Dove, White Night, and White Lightning.
- G. “Psychoactive Herbal Incense” shall mean any organic product consisting of plant material that contains a synthetic stimulant compound that, when consumed, elicits psychoactive or psychotropic euphoric effects. The term “Psychoactive Herbal Incense” includes without limitation:
- 1. Products that elicit psychoactive or psychotropic euphoric effects and contain any of the following substances:
    - (a) cannabicyclohexanol (2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methylnonan-2-yl)phenol), JWH-018 (naphthalen-1-yl-(1-pentylindol-3-yl) methanone), JWH-073 (naphthalen-1-yl-(1-butylindol-3-yl)methanone), JWH-200 (1-(2-morpholin-4-ylethyl)indol-3-yl) naphthalen-1-ylmethanone, HU-210 or 1.1-dimethylheptyl-11-hydroxy-delta8-tetrahydrocannabinol (6aR,10aR)-9-(Hydroxymethyl)-6,6-dimethyl-3-(2-methylheptyl)-6a,7,10,10a-tetrahydrobenzo[*c*] chromen-1-ol), CP 47, 497 (2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methylheptyl)phenol) and the dimethylhexyl, dimethylheptyl and dimethylnonyl homologues of CP-47, 497, AM-2201 (1-[(5-fluoropentyl)-1H-indol-3-yl]-(naphthalen-1-yl)methanone), 1-Pentyl-3-(2-methoxyphenylacetyl)indole (also known as JWH-250), 1-Hexyl-3-(1-naphthoyl)indole (also known as JWH-019), 1-Pentyl-3-(4-chloro-1-naphthoyl)indole (also known as JWH-398), N-benzylpiperazine (also known as BZP), 1-(3-trifluoromethylphenyl)piperazine (also known as TFMPP);
    - (b) any derivative of the above listed compounds;
    - (c) any synthetic substance and its isomers with a chemical structure similar to the above listed compounds;
    - (d) any chemical alteration of the above listed compounds; or
    - (e) any other substantially similar chemical structure or compound; or
    - (f) any other synthetic cannabinoid; and
  - 2. Products that elicit psychoactive psychotropic euphoric effects and are marketed under any of the following trade names: K2, K3, Spice, Genie, Smoke, Potpourri,

Buzz, Spice 99, Voodoo, Pulse, Hush, Mystery, Earthquake, Stinger, Ocean Blue, Stinger, Serenity, Fake Weed, and Black Mamba.

- H. “Psychoactive or psychotropic stimulant effects” shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition, and/or behavior in ways that are similar to the effects of cocaine, methylphenidate or amphetamines.
- I. “Psychoactive or psychotropic euphoric effects” shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition, and/or behavior in ways that are similar to the effects of cannabis.
- J. “Sell,” “selling,” and “sale” shall mean to furnish, exchange, transfer, deliver, or supply for monetary gain.
- K. “Synthetic Drug” shall include Psychoactive Bath Salts and Psychoactive Herbal Incense, as those terms are defined hereinabove.

#### **9.34.030 Possession of Synthetic Drugs Prohibited**

- A. It is unlawful for any person to possess any Synthetic Drug within the City.
- B. The enforcing officer may consider any of the following evidentiary factors to determine if the product is a Synthetic Drug:
  - 1. The product is not suitable for its marketed use (such as crystalline or powder being marketed as “glass cleaner”);
  - 2. The product contains a warning label that is not typically present on products that are used for that product’s marketed use (such as “not for human consumption,” “not for purchase by minors,” or “does not contain chemicals banned by section 11357.5”);
  - 3. The product resembles an illicit street drug (such as cocaine, methamphetamine or marijuana); or
  - 4. The product’s name or packaging uses images or slang referencing an illicit drug.

#### **9.34.040 Public Nuisance**

- A. The storage, provision, sale, or distribution of any Synthetic Drug from any property, structure, or building in the City and any possession of any Synthetic Drug in the City is declared to be a public nuisance.
- B. Civil Remedies Available; Remedies Cumulative. In addition to the penalties provided in Section 9.34.060, any violation of any provision of this Chapter shall constitute a public nuisance and may be abated by the City by civil process by means of a restraining order,

a preliminary or permanent injunction, or in any manner provided by law for the abatement of such nuisance. All remedies herein are cumulative and non-exclusive.

- C. Attorney's Fees. Any person, including the City, who prevails in any action or proceeding for the abatement of a public nuisance as provided herein shall be entitled to recover attorney's fees incurred in any such action or proceeding.

#### **9.34.050 Confiscation of Synthetic Drugs.**

Because the use of Synthetic Drugs has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death, any violation of this Chapter presents a grave and imminent danger not only to the person consuming the Synthetic Drug, but also to the public at large. Any Police Officer who issues a criminal citation under this Chapter shall confiscate any Synthetic Drugs and store them, pending the conclusion of the criminal case.

#### **9.34.060 Penalties**

- A. Failure to comply with any of the requirements of this Chapter is a misdemeanor punishable by imprisonment in the City or County jail for a period not exceeding six (6) months or by fine not exceeding One Thousand Dollars (\$1,000), or by both; provided, that where the City Attorney determines such action would be in the interest of justice, he/she may specify in the accusatory pleading the offense shall be an infraction.
- B. Each person committing, causing, or maintaining a violation of this Chapter or failing to comply with the requirements set forth herein shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter is committed, continued, maintained, or permitted by such person and shall be punishable accordingly.

#### **9.34.070 Seizure of Evidence**

Any products or substances possessed in violation of any provision of this Chapter shall be seized and stored in accordance with law.

#### **9.34.080 Exclusions**

- A. This Chapter shall not apply to drugs or substances lawfully prescribed or to intoxicating chemical compounds that have been approved by the Federal Food and Drug Administration or are specifically permitted by California law.
- B. This Chapter shall not apply to drugs or substances that are prohibited by State or Federal law, including without limitation, the State Synthetic Drug Laws, and the Federal Controlled Substances Act.

C. This Chapter shall not be deemed to prohibit any act that is permitted, prohibited, or preempted by any State or Federal law or regulation.

**SECTION 2.** This Ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be published and posted in the manner required by law.

**INTRODUCED** at a regular meeting the of the City Council of Morro Bay, held on the 28th day of April, 2015 by motion of Councilmember Heading, seconded by Councilmember Smukler.

**PASSED AND ADOPTED** this 12th day of May, 2015.

\_\_\_\_\_  
JAMIE IRONS, Mayor

ATTEST:

\_\_\_\_\_  
DANA SWANSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH W. PANNONE, City Attorney

I, Dana Swanson, City Clerk for the City of Morro Bay, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 28<sup>th</sup> day of April, 2015, and that hereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 12<sup>th</sup> day of May, 2015, by the following vote, to wit:

Ayes:

Noes:

Abstain:

Absent:

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Morro Bay, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk of the City of Morro Bay



AGENDA NO: D-1

MEETING DATE: May 12, 2015

## Staff Report

**TO:** Honorable Mayor & City Council

**DATE:** May 6, 2015

**FROM:** Dana Swanson, City Clerk

**SUBJECT:** Discuss Advisory Board Joint Meetings and Recognition Event for Advisory Board Members

### **BACKGROUND**

This item was continued from the April 14, 2015 City Council meeting to date uncertain. The March 24, 2015 Council report is attached for reference and discussion purposes.

Prepared By: DS

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

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

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



AGENDA NO: D-1

MEETING DATE: March 24, 2015

## Council Report

**TO:** City Council

**DATE:** March 17, 2015

**FROM:** Jamie L. Irons, Mayor

**SUBJECT:** Discuss Advisory Board Joint Meetings and Recognition Event for Advisory Board Members

### **RECOMMENDATION**

The recommendation is to discuss a recognition event and joint meetings for all advisory boards, including: Planning Commission (PC), Recreation & Parks Commission (Rec&Park), Public Works Advisory Board (PWAB), Harbor Advisory Board (HAB), Citizens Oversight Committee (Measure Q)/ Citizens Finance Committee, Water Reclamation Facility Citizen Advisory Committee (WRFCAC), and Tourism Business Improvement District Advisory Board (TBID).

### **ALTERNATIVES**

1. Set annual recognition event and joint meetings with certain advisory boards, as deemed necessary.
2. Forego any recognition event and schedule joint meetings with the Planning Commission as required in the Council Policies and Procedures, and request an annual update from the chair of each advisory board as required in the Council Policies and Procedures.
3. Other recommendations as determined by Council.

### **FISCAL IMPACT**

Cost estimates for a recognition event are \$800 to \$1,500. Joint meeting costs to be determined, however, meetings can be in conjunction with regular scheduled meetings to minimize the impact.

### **BACKGROUND/DISCUSSION**

Advisory board members volunteer their time on behalf of the community and serve the City Council. Each board has a focused purpose that provides valuable information and recommendations to Council. Joint meetings amongst Council and advisory boards provide an opportunity to discuss annual objectives as they pertain to City goals, review policy and procedures, have open dialogue to discuss expectations, and receive an annual update from the advisory boards. Per the Council Policies & Procedures, an annual report is required by advisory board chairs. In the past, joint meetings have taken place with Planning Commission but not all advisory boards. Recognition events for advisory boards have also

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Prepared By: JI

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

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

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

taken place in the past, but not for some time.

**CONCLUSION**

Council may consider setting joint meetings or request annual reports from the advisory board chairs as the opportunity to dialogue and communicate with advisory boards. Recognition events are an opportunity to thank our volunteer advisory board members for their devoted service to our community.