



CITY OF MORRO BAY CITY COUNCIL AGENDA

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

Regular Meeting - Tuesday, October 10, 2017 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

RECOGNITION

CLOSED SESSION REPORT

MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

PRESENTATIONS

- "Breast Cancer Awareness Month" Proclamation presented to Leslyn Keith
- "Domestic Violence Awareness Month" Proclamation presented to Christine Johnson

PUBLIC COMMENT PERIOD

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 city of residence 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. The public will also be provided an opportunity to comment on consent agenda items.

A-1 APPROVAL OF MINUTES FOR THE AUGUST 22, 2017 CITY COUNCIL MEETING;
(ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE SEPTEMBER 12, 2017 CITY COUNCIL
MEETING; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE SEPTEMBER 26, 2017 CITY COUNCIL SPECIAL
MEETING; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-4 APPROVAL OF PROCLAMATION DECLARING OCTOBER 15-21, 2017 AS
"FREEDOM FROM WORKPLACE BULLIES WEEK"; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-5 APPROVAL OF PROCLAMATION DECLARING OCTOBER 2017 AS "DOMESTIC
VIOLENCE AWARENESS MONTH"; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-6 APPROVAL OF PROCLAMATION DECLARING OCTOBER 2017 AS "BREAST
CANCER AWARENESS MONTH"; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-7 APPROVAL OF AMENDMENT NO. 1 TO PAVEMENT MANAGEMENT PROJECT
CONTRACT NO. MB-2017-ST01; (PUBLIC WORKS)

RECOMMENDATION: City Council:

1. **Approve Amendment No. 1, in the amount of \$808,395.31, as an additional option period to the City Council awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contract with Pavement Coatings Co.;**
2. **Authorize a 5-percent contingency for the project in the amount of \$40,419.77 to be used to account for differences in material quantities; and**
3. **Authorize the Public Works Director to execute requisite contract documents**

A-8 ADOPTION OF RESOLUTION NO. 57-17 APPROVING AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORRO BAY AND
THE MORRO BAY POLICE OFFICERS' ASSOCIATION ESTABLISHING THE
CITY'S CONTRIBUTION TO EMPLOYEE HEALTH BANKS FOR 2018;
(ADMINISTRATION)

RECOMMENDATION: City Council adopt Resolution No. 57-17 approving Amendment No. 2 to the 2016-17 Memorandum of Understanding between the City of Morro Bay and the Morro Bay Police Officers' Association, providing a 1% increase in the City's contribution to employee health banks for 2018

B. PUBLIC HEARINGS

B-1 ADOPTION OF RESOLUTION NO. 56-17 APPROVING CONCEPT CONDITIONAL
USE PERMIT NO. UP0-448 FOR 945 EMBARCADERO. PROJECT INCLUDES
REMODEL OF EXISTING RESTAURANT, HARBORWALK PUBLIC ACCESS

IMPROVEMENTS, AND IMPROVEMENTS TO ADJACENT ANCHOR PARK.;
(COMMUNITY DEVELOPMENT)

RECOMMENDATION: Council adopt Resolution No. 56-17, making the necessary findings for approval of Conditional Use Permit (CUP) No. UP0-448 as Concept Plan approval.

C. BUSINESS ITEMS

C-1 REVIEW AND APPROVAL OF EMPLOYMENT CONTRACT WITH SCOTT COLLINS TO SERVE AS THE CITY MANAGER; (ADMINISTRATION)

RECOMMENDATION: Council approve the employment contract to appoint Scott Collins as the Morro Bay City Manager, and authorize the Mayor to sign the contract on behalf of the City.

C-2 WATER RECLAMATION FACILITY PROJECT UPDATE; (PUBLIC WORKS)

RECOMMENDATION: Staff recommends the following:

- a. **City Council consider the status report of the Water Reclamation Facility (WRF) program, specifically related to the City Council direction from the September 26, 2017 City Council meeting;**
- b. **Consider both a traditional implementation schedule and an accelerated schedule to provide early budget information;**
- c. **Direct staff to follow the accelerated implementation schedule described herein;**
- d. **Modify the Water Reclamation Facility Citizens Advisory Committee (WRFCAC) schedule to meet on an "as needed" basis; and/or**
- e. **Provide other direction as deemed appropriate by a majority of the Council.**

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

E. ADJOURNMENT

The next Regular Meeting will be held on **Tuesday, October 24, 2017 at 6:00 p.m.** at the Veteran's Memorial Hall located at 209 Surf Street, Morro Bay, California.

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

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PRESENT:	Jamie Irons	Mayor
	Robert Davis	Council Member
	John Headding	Council Member
	Matt Makowetski	Council Member
	Marlys McPherson	Council Member
STAFF:	Martin Lomeli	Interim City Manager
	Joe Pannone	City Attorney
	Dana Swanson	City Clerk
	Andrew Hamilton	Interim Finance Director
	Ikani Taumoepeau	Deputy City Manager
	Rob Livick	Public Works Director
	Scot Graham	Community Development Director
	Greg Allen	Police Chief
	Jody Cox	Police Commander
	Steve Knuckles	Fire Chief
	Eric Endersby	Harbor Director

ESTABLISH QUORUM AND CALL TO ORDER

The meeting was called to order at 6:01 p.m., with all members present.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

RECOGNITION - None

CLOSED SESSION REPORT – City Attorney Pannone reported that with regard to the Closed Session Items, the Council did not take any reportable action pursuant to the Brown Act.

MAYOR AND COUNCIL MEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS CITY MANAGER REPORTS, ANNOUNCEMENTS & PRESENTATIONS

PRESENTATIONS

- Chuck Davison, Visit SLO CAL, provided an overview of the FY 16/17 Annual Report <https://youtu.be/OqtrbNtpptA?t=6m55s>

PUBLIC COMMENT

<https://youtu.be/OqtrbNtpptA?t=24m22s>

Annie Clapp, owner of The Chablis, provided the business spot. The Chablis is celebrating their 10th year in business, offering private charters, Saturday champagne brunch cruises, and a Sunday chowder cruise.

Tom Rost, Morro Bay, suggested the City become a customer of Cayucos for waste water treatment and submitted a draft MOU reflecting that relationship for the record.

Kerrigan Mahan, Morro Bay, expressed concern about City expenditures, including City Attorney costs, and consultant fees for the OneWater study and Water Reclamation Facility.

John Siler, Morro Bay, stated he doesn't question the City's intentions but wants good results.

Tina Metzger, Morro Bay, spoke in opposition to the Righetti property as a potential site for the sewage treatment plant.

Cailleigh Hostetter, a girl scout from San Luis Obispo, provided information regarding e-cigarettes and proposed they be reclassified as cigarettes.

Steve Stevens, Morro Bay, expressed concern about city attorney fees and suggested a public ombudsman is needed.

The public comment period was closed.

The Council responded to questions raised during the public comment period.

A. CONSENT AGENDA
<https://youtu.be/OqtrbNtpptA?t=42m25s>

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 AUGUST 8, 2017 SPECIAL CITY COUNCIL MEETING; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE AUGUST 9, 2017 SPECIAL CLOSED SESSION CITY COUNCIL MEETING; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 ADOPTION OF RESOLUTION NO. 46-17 APPROVING A FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) COOPERATIVE AGREEMENT; (PUBLIC WORKS)

RECOMMENDATION: Council review and approve Resolution No. 46-17, authorizing a Cooperative Agreement with the San Luis Obispo Council of Governments (SLOCOG), authorizing the Public Works Director/City Engineer to execute said Cooperative Agreement (following approval as to form by the City Attorney, and in substance as attached), and authorizing the Public Works Director/City Engineer to act on behalf of the City in regards to said Cooperative Agreement.

A-4 ADOPTION OF RESOLUTION NO. 47-17 APPROVING AMENDMENT NO. 1 TO THE NEW LEASE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND BOATYARD LLC FOR LEASE SITE 89/89W, LOCATED AT 845 EMBARCADERO, AND COMMONLY KNOWN AS THE BOATYARD; (HARBOR)

RECOMMENDATION: Council adopt Resolution No. 47-17, approving Amendment No. 1 to the new Lease Agreement for Lease Site 89/89W, as proposed.

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

Mayor Irons pulled Item A-4.

MOTION: Council Member Heading moved the Council approve all except Item A-4 on the Consent Agenda. The motion was seconded by Council Member Davis and carried unanimously, 5-0.

A-4 ADOPTION OF RESOLUTION NO. 47-17 APPROVING AMENDMENT NO. 1 TO THE NEW LEASE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND BOATYARD LLC FOR LEASE SITE 89/89W, LOCATED AT 845 EMBARCADERO, AND COMMONLY KNOWN AS THE BOATYARD; (HARBOR)
<https://youtu.be/OqtrbNtpptA?t=43m2s>

Mayor Irons requested discussion of the language in Section 3.01 of the Agreement under Permitted Uses, and asked the Council to consider striking “boatels in dock slips” from that section.

MOTION: Council Member McPherson moved the Council approve Item A-4, as amended, by removing “remove boatels in dock slips” from the document. The motion was seconded by Council Member Heading and carried unanimously, 5-0.

B. PUBLIC HEARINGS - NONE

C. BUSINESS ITEMS

C-1 ADOPTION OF RESOLUTION NO. 45-17 AMENDING THE COUNCIL POLICIES AND PROCEDURES TO ELIMINATE THE 7:00PM START TIME FOR PUBLIC HEARINGS, AND CONSIDERATION OF A COUNCIL SUBCOMMITTEE TO REVIEW THE COUNCIL POLICIES AND PROCEDURES AND ADVISORY BOARD BY-LAWS; (MAYOR/CITY CLERK)
<https://youtu.be/OqtrbNtpptA?t=45m14s>

City Clerk Swanson introduced the item and, along with Mayor Irons, responded to Council inquiries.

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

There was Council concurrence to create a subcommittee to review the policies in their entirety. Mayor Irons and Council Member McPherson volunteered to serve on that subcommittee. Mayor Irons provided copies of training materials from the City of Pismo Beach to consider as a starting point for policy review.

Following discussion, the Council agreed eliminating the 7:00 p.m. start time for public hearing items would improve the flow of the meeting and eliminate the need to rearrange agenda items.

MOTION: Council Member Heading moved the Council adopt Resolution No. 45-17 amending Section 1.2.7 of the Council Policies & Procedures to eliminate the 7:00 p.m. start time requirement for public hearings and establish a subcommittee consisting of Mayor Irons and Council Member McPherson to work with staff to review the Council Policies & Procedures and Advisory Board Bylaws in their entirety, consider the possible revisions discussed in the staff report, and any others deemed necessary, then return to Council with proposed revisions for consideration and adoption. The motion was seconded by Council Member McPherson and carried unanimously, 5-0.

C-2 CONSIDERATION OF APPROVAL OF CONDITIONAL CONSENT OF LANDOWNER PERTAINING TO REQUEST FOR PROPOSALS AWARD ON LEASE SITE 87-88/87-88W LOCATED AT 833 EMBARCADERO (OFF THE HOOK) TO TLC FAMILY ENTERPRISES; (HARBOR)
<https://youtu.be/OqtrbNtpptA?t=1h6m22s>

Harbor Director Endersby presented the staff report and responded to Council inquiries.

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

Cherise Hansson, TLC Family, discussed their long-term interest in developing 833 Embarcadero and provided the Council with an overview of the current proposal and their financial plan. They intend to build, operate and maintain the site for the life of the lease.

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

Ms. Hansson and Travis Leage responded to questions from the Council.

The Council expressed concern about the financial viability of the project, insufficient business and marketing plans, and lack of hotel management experience. Mayor Irons and Council Member Heading suggested the project go back out for Request for Proposals (RFP). The rest of Council shared those concerns, but supported moving forward with a revised Consent of Landowner ("COL"). Those revisions include a professionally prepared marketing plan, professionally prepared business plan, and a firm commitment of funding toward Centennial Parkway improvements. The Council also discussed shortening the timeline on Condition #1 to 60 days.

MOTION: Council Member Makowetski moved the Council approve the COL with conditions stated for a professionally prepared business and marketing plan and concrete commitment to centennial parkway with these commitments, along with the financial conditions listed in Condition #1, met by November 1. The motion was seconded by Council Member McPherson.

The Council discussed expectations for Centennial Parkway improvements would include meeting with neighboring leaseholders (Redican and Caldwell) to discuss what they are willing to contribute toward the Centennial Parkway concept plan.

The motion carried 3-2 with Mayor Irons and Council Member Heading opposed.

MOTION: Mayor Irons moved the Council rescind the condition on the previous motion on Centennial Parkway and have the applicant have a condition they are committed to some sort of fee or mechanism to support Centennial Parkway as deemed by staff. The motion was seconded by Council Member Heading and carried unanimously, 5-0.

The Council took a brief recess at 9:21 p.m. The meeting reconvened at 9:28 p.m. with all members present.

The Council continued its discussion of Item C-2 regarding operation of the lease site after the current lease expires in March 2018. If TLC Enterprises is able to meet the Consent of Landowner parameters and the project moves forward, staff recommended the City enter into a temporary lease for operation of the lease site with TLC Enterprises. That temporary lease agreement would be brought to Council for approval.

MOTION: Council Member Headding moved the Council have staff commence the process of obtaining a temporary lease effective April 1, 2018, with the applicants and bring it back for closed session discussion. The motion was seconded by Council Member Makowetski and carried unanimously, 5-0.

Mayor Irons clarified the conditions of that temporary lease would be discussed as an allowable closed session item.

C-3 REVIEW OF RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE; (ADMINISTRATION)
<https://youtu.be/OqtrbNtpptA?t=3h27m6s>

Ms. Swanson provided a brief report and Chief Allen responded to Council inquiries.

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

MOTION: Council Member Headding moved for approval of the proposed resolutions. The motion was seconded by Council Member Davis and carried unanimously, 5-0.

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS
<https://youtu.be/OqtrbNtpptA?t=3h29m36s>

Council Member McPherson requested an update on the broker for Market Plaza. Mr. Graham explained, while working on contract terms with California Brokers, they determined they didn't have capacity to take on this project. He is vetting other brokers and will bring the item back to Council.

E. ADJOURNMENT

The meeting adjourned at 9:38 p.m. The next Regular Meeting will be held on Tuesday, September 12, 2017, at 6:00 p.m. at the Veteran's Memorial Hall located at 209 Surf Street, Morro Bay, California.

Recorded by:

Dana Swanson
City Clerk

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MINUTES - MORRO BAY CITY COUNCIL
REGULAR MEETING – SEPTEMBER 12, 2017
VETERAN'S MEMORIAL HALL – 6:00 P.M.

AGENDA NO: A-2
MEETING DATE: October 10, 2017

PRESENT:	Jamie Irons	Mayor
	Robert Davis	Council Member
	John Headding	Council Member
	Matt Makowetski	Council Member
	Marlys McPherson	Council Member
STAFF:	Martin Lomeli	Interim City Manager
	Joe Pannone	City Attorney
	Lori Kudzma	Deputy City Clerk
	Ikani Taumoepeau	Deputy City Manager
	Andrew Hamilton	Interim Finance Director
	Rob Livick	Public Works Director
	Scot Graham	Community Development Director
	Jody Cox	Police Commander
	Matt Vierra	Fire Marshal
	Eric Endersby	Harbor Director
	Cindy Jacinth	Senior Planner

ESTABLISH QUORUM AND CALL TO ORDER

<https://youtu.be/yahhb8SPL7s?t=1m10s>

The meeting was called to order at 6:00 p.m., with all members present.

MOMENT OF SILENCE in memory of Planning Commissioner Dr. Robert Tefft

PLEDGE OF ALLEGIANCE

RECOGNITION – 9/11 Recognition presented by Police Commander Jody Cox, Harbor Director Eric Endersby and Fire Marshal Matt Vierra

CLOSED SESSION REPORT – No reportable action

MAYOR AND COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

CITY MANAGER REPORTS, ANNOUNCEMENTS & PRESENTATIONS

<https://youtu.be/yahhb8SPL7s?t=5m21s>

PRESENTATIONS

- Chamber of Commerce Quarterly Presentation by Erica Crawford
<https://youtu.be/yahhb8SPL7s?t=11m24s>
- Rideshare Week presented by Sarah Trauger of San Luis Obispo Council of Governments
<https://youtu.be/yahhb8SPL7s?t=21m29s>

PUBLIC COMMENT

<https://youtu.be/yahhb8SPL7s?t=26m53s>

Business Spot – Leslie Rugebregt of the Good Flea, located at 335 Quintana. Open 7 days a week 10:00 A.M. – 5:30 P.M. (4:00 P.M. Sundays), celebrating 5 year anniversary on October 1st.

Nasseem Rouhani spoke regarding tobacco use including e-cigarettes and marijuana and the City's smoking ordinance.

John DiNunzio, SLOCOG, spoke regarding the Regional Transportation Plan update. The survey can be found at www.slocog.org/2019RTP

Glenn Silloway, Moro Bay resident, spoke regarding the Cerrito Peak Community Block Party Saturday from 2:00 P.M. to 5:00 P.M.

Bill Martony, Morro Bay resident, spoke regarding the force main of the waste water treatment plant, placing the WRF west of Highway 1 does not seem like a good option, and in support of off shore wind energy, but would like to see 600 foot blades scaled down. Suggested reconsidering Toro Creek for WWTP.

Cynthia Hawley, Save the Park, spoke regarding corrections to an article published September 7th by Bay News, titled "Save the Peak". Also, hopes that the City commits saving Cerrito Peak from development and rescind permits and by changing the zoning to open space.

Tim Crowley spoke about the Community Party at Cerrito Peak – "Meet Your Peak Party" on Cerrito Place, Saturday September 16th 2pm – 5pm.

Kerrigan Mahan, Morro Bay resident, addressed his comments from two weeks ago. Spoke on behalf of Tom Ross regarding meeting with Cayucos. Believes it is time to say goodbye to the consultants.

John Elliot spoke regarding the 2017 Trick or Treat Committee. There will be a haunted house at the police station this year. Trick or treating will be October 31st 3:00 P.M. to 5:30 P.M. and a map can be picked up from Grandma's Frozen Yogurt, 307 Main Street. There will also be a best decorated business award – information can be found on the Chamber's website.

Paula Radke, spoke regarding Item C-1, and is representing the Morro Bay Action Team and believes citizens' rights to a good night's sleep are being violated. Ms. Radke would also like to see parking prohibited during designated sweep hours.

Steve Stevens, Morro Bay resident, spoke regarding the WRF project – call for accountability, in support of a public ombudsman, fiscal transparency, supports in-house project manager.

Betty Winholtz spoke regarding the passing of Planning Commissioner Dr. Robert Tefft, and also spoke regarding the right of way in front of homes.

Camille, Morro Bay Transit, spoke regarding free transportation on Thursday, October 5th as part of Ride Share Week. The Avocado Margarita Festival was a huge success for the trolleys.

The public comment period was closed.

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

<https://youtu.be/yahhb8SPL7s?t=1h1m45s>

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 AUGUST 8, 2017 CITY COUNCIL MEETING;
(ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE AUGUST 22, 2017 SPECIAL CLOSED SESSION
CITY COUNCIL MEETING; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 ADOPTION OF RESOLUTION NO. 48-17 APPROVING THE ASSIGNMENT AND
ASSUMPTION AND CONDITIONALLY AUTHORIZING THE MAYOR TO EXECUTE
DOCUMENTS NECESSARY THERETO FOR A NEW LOAN FOR THE LEASE
AGREEMENT AND ACCEPTING A DEED OF TRUST AT LEASE SITE 53-56/53W-56W
(ESTERO INN, 501 EMBARCADERO ROAD); (HARBOR)

**RECOMMENDATION: Council adopt Resolution No. 48-17 authorizing the Mayor to
execute the assignment and assumption and documents necessary for a new loan
regarding the leasehold interest at Lease Site 53-56/53W-56W and accepting a deed
of trust related thereto, both subject to approval of the City Attorney.**

A-4 ADOPTION OF RESOLUTION NO. 49-17 AUTHORIZING THE CITY OF MORRO BAY
TO ENTER INTO A 2017/2018 SURRENDERED AND ABANDONED VESSEL
EXCHANGE GRANT CONTRACT WITH THE STATE OF CALIFORNIA DIVISION OF
BOATING AND WATERWAYS IN THE AMOUNT OF \$25,000 FOR REMOVAL OF
ABANDONED/SURRENDERED VESSELS AND HAZARDS TO NAVIGATION;
(HARBOR)

**RECOMMENDATION: Council adopt Resolution No. 49-17 authorizing the Harbor Director
to execute the attached Surrendered and Abandoned Vessel Exchange (SAVE)
Grant Contract Agreement #C17S0602 with the California Division of Boating and
Waterways (DBW) for \$25,000 for the funding of removal of abandoned/surrendered
vessels and hazards to navigation.**

A-5 ADOPTION OF RESOLUTION NO. 50-17, APPROVING REQUEST TO NAME
FRANKLIN RILEY PARK; (DEPUTY CITY MANAGER)

**RECOMMENDATION: The Recreation and Park Commission and staff recommend City
Council adopt Resolution No. 50-17, approving the open space next to the Morro
Cove Development be named the Franklin Riley Park.**

Public Comment on Consent Agenda:

<https://youtu.be/yahhb8SPL7s?t=1h9m14s>

Glenn Silloway, President of the Historical Society, spoke urging support of Item A-5.

The public comment period was closed.

Council Member Heading pulled Items A-3 and A-4. Council Members Davis and McPherson
pulled Item A-5.

MOTION: Council Member Heading moved the Council approve Items A-1 and A-2 on the
Consent Agenda. The motion was seconded by Council Member McPherson
and carried unanimously, 5-0.

A-3 ADOPTION OF RESOLUTION NO. 48-17 APPROVING THE ASSIGNMENT AND
ASSUMPTION AND CONDITIONALLY AUTHORIZING THE MAYOR TO EXECUTE
DOCUMENTS NECESSARY THERETO FOR A NEW LOAN FOR THE LEASE

AGREEMENT AND ACCEPTING A DEED OF TRUST AT LEASE SITE 53-56/53W-56W (ESTERO INN, 501 EMBARCADERO ROAD); (HARBOR)
<https://youtu.be/yahhb8SPL7s?t=1h11m25s>

Harbor Director Endersby answered questions from the Council.

MOTION: Council Member Headding moved the Council approve Item A-3 on the Consent Agenda. The motion was seconded by Council Member Davis and carried unanimously, 5-0.

A-4 ADOPTION OF RESOLUTION NO. 49-17 AUTHORIZING THE CITY OF MORRO BAY TO ENTER INTO A 2017/2018 SURRENDERED AND ABANDONED VESSEL EXCHANGE GRANT CONTRACT WITH THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS IN THE AMOUNT OF \$25,000 FOR REMOVAL OF ABANDONED/SURRENDERED VESSELS AND HAZARDS TO NAVIGATION; (HARBOR)
<https://youtu.be/yahhb8SPL7s?t=1h15m29s>

Harbor Director Endersby answered questions from the Council.

MOTION: Council Member Headding moved the Council approve Item A-4 on the Consent Agenda. The motion was seconded by Council Member McPherson and carried unanimously, 5-0.

A-5 ADOPTION OF RESOLUTION NO. 50-17, APPROVING REQUEST TO NAME FRANKLIN RILEY PARK; (DEPUTY CITY MANAGER)
<https://youtu.be/yahhb8SPL7s?t=1h17m49s>

Council Members Davis and McPherson thanked the Historical Society and spoke in support of agenda item A-5.

MOTION: Council Member McPherson moved the Council approve Item A-5 on the Consent Agenda. The motion was seconded by Council Member Davis and carried unanimously, 5-0.

B. PUBLIC HEARINGS – NONE

The Council took a brief recess at 7:22 P.M. The meeting reconvened at 7:27 P.M.

C. BUSINESS ITEMS

C-1 DIRECTION REGARDING STREET SWEEPING AND GARBAGE COLLECTION NOISE AS RELATED TO THE CITY'S "NOISE ORDINANCE" MBMC **§9.28**; (PUBLIC WORKS)
<https://youtu.be/yahhb8SPL7s?t=1h22m58s>

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

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

<https://youtu.be/yahhb8SPL7s?t=1h42m55s>

Laurie Lewis, Morro Bay resident, spoke regarding operating hours in contract negotiations. Also, suggested the street sweeper follow after trash pickup. Ms. Lewis also spoke regarding prior complaints and noise decibel levels.

Betty Winholtz, Morro Bay resident, spoke in support of Ms. Radke & Ms. Lewis. The quantity of complaints does not represent how many people are upset about the noise. Suggests a change in contract for street sweeper.

Cynthia Hawley spoke requesting a change in contract to 'not before 7am', and also street sweeping is not effective if cars are parked on the street.

The public comment period for Item C-1 was closed.
Council and staff discussion continued following public comment.

MOTION: Council Member Heading moved to direct staff review the noise ordinance MBMC 9.28 and compare to best practice standards and bring back recommendations for changes to maximize public health through appropriate noise control. Submit to PWAB and after their review come back to Council for review, comments and approval. Council Member McPherson seconded the motion.

Council Member Heading amended the motion to specify best practice standards specifically with regards to street sweepers and garbage collection vehicles. Council Member McPherson seconded the amended motion.

Council Member Makowetski would like sent to PWAB to look at and investigate recommended hours per public input for street sweeping particularly. Council Member Heading confirmed that is his intent. The motion failed 2-3 (McPherson, Makowetski and Davis voting no).

MOTION: Council Member Makowetski moved to change the time of street sweeping in the downtown area to 7am – 9am in the downtown area, commercial area and mixed use areas. The motion was seconded by Council Member Davis. Council Member McPherson requested the motion be amended to clarify the amendment will be on the new street sweeping contract. The motion failed 2-3 (McPherson, Heading and Irons voting no).

MOTION: Council Member Heading moved staff review MBMC noise ordinance 9.28 specifically with reference to the street sweeper. Present recommendations to PWAB and then to City Council for any changes that might improve public health. The motion was seconded by Council Member McPherson and carried unanimously, 5-0.

C-2 REVIEW REPORT REGARDING IMPACTS/POTENTIAL REVENUE TIMING OF SB-1 AND PROVIDE DIRECTION AS APPROPRIATE; (PUBLIC WORKS)
<https://youtu.be/yahhb8SPL7s?t=2h8m47s>

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

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

The Council received and filed this report.

C-3 ADOPTION OF DOWNTON WATERFRONT STRATEGIC PLAN (DWSP) FOR THE GENERAL PLAN/LOCAL COASTAL PROGRAM UPATE; (COMMUNITY DEVELOPMENT)

<https://youtu.be/yahhb8SPL7s?t=2h17m18s>

City Attorney Pannone spoke indicating Mayor Irons and Council Member Headding would be recusing themselves for any discussion regarding the downtown portion of the DWSP. For the general and waterfront discussion, all Council Members would participate.

Community Development Director Graham presented the staff report and responded to Council inquiries regarding the general and waterfront portions.

Mayor Irons and Council Member Headding stepped down from the dais at 8:58p.m. while the remaining Council Members asked questions regarding the downtown portion of the presentation. It was determined that Council Member Makowetski will chair the meeting in the absence of Mayor Irons and Mayor Pro Tem Headding.

The public comment period for Item C-3 was opened, related to the downtown portion.
<https://youtu.be/yahhb8SPL7s?t=3h9s>

Betty Winholtz, Morro Bay resident, spoke regarding specific questions that she previously emailed to staff.

Community Development Director Graham addressed the items Ms. Winholtz listed.

Mayor Irons and Council Member Headding rejoined the meeting at 9:11 p.m.

The public comment period for Item C-3 was opened, related to the waterfront and general items.

Betty Winholtz spoke regarding development conflicts and urges not to adopt at this time.

Cynthia Hawley spoke against adoption at this meeting, stating she believes is a General Plan document and requires a public hearing and Coastal Commission certification.

Erica Crawford, Chamber of Commerce, spoke in support of adopting the document.

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

There was discussion regarding the General Plan vs. a strategic plan. City Attorney Pannone explained this is a land use document not a General Plan. If this document is inconsistent with the General Plan then one of the documents will be changed. Whatever is the currently adopted General Plan is the controlling document.

MOTION: Mayor Irons moved to adopt the waterfront portion of the strategic plan as presented. The motion was seconded by Council Member Headding and carried 4-1, with Council Member McPherson voting no.

MOTION: Mayor Irons moved to adopt the general portion of the DWSP as presented. The motion was seconded by Council Member Davis and carried 4-1, with Council Member McPherson voting no.

Mayor Irons and Council Member Headding stepped down from dais at 9:30 p.m. for the downtown portion of the item.

MOTION: Council Member Makowetski moved to adopt the downtown portion of the DWSP as written. The motion was seconded by Council Member Davis. The motion failed

2-1-2, with Council Member McPherson voting no and Mayor Irons and Council Member Heading recusing themselves due to conflict of interest.

City Attorney Pannone clarified that there needed to be an affirmative vote of at least 3 for the Council to take action.

There was discussion regarding how to proceed with editing the downtown portion of the DWSP and bringing it back to Council.

Mayor Irons and Council Member Heading rejoined the meeting at 9:32 p.m.

C-4 ADOPTION OF THE ECONOMIC DEVELOPMENT STRATEGY PLAN; (DEPUTY CITY MANAGER)
<https://youtu.be/yahhb8SPL7s?t=3h28m7s>

Deputy City Manager Taumoepeau presented the staff report and responded to Council inquiries.

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

Betty Winholtz, spoke regarding a list of concerns that she previously submitted.

Erica Crawford, Chamber of Commerce, spoke in support of adopting and appointing a subcommittee and stated the Chamber would like to participate.

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

MOTION: Mayor Irons moved to adopt the Morro Bay Economic Development Road Map as presented. The motion was seconded by Council Member Davis and carried unanimously, 5-0.

MOTION: Council Member McPherson moved to direct staff to move forward negotiating an MOU with the Chamber of Commerce with the condition that as part of that process there is a specific plan for the first year that would include goals, activities, timelines and milestones. The motion was seconded by Council Member Heading.

AMENDED MOTION: Council Member McPherson amended her motion to include bring it back when we have a new City Manager on board. Council Member Heading seconded the amended motion. After additional discussion the motion was further amended so that the MOU includes a workplan for the first year. It was further clarified that the MOU, along with the work plan, will be presented to the new City Manager and then be brought to Council during the mid-year budget review. The motion carried 4-1, with Mayor Irons voting no.

MOTION: Council Member Heading moved that Council appoint Council Member Davis as the Council subcommittee liaison to the working group for the Morro Bay Economic Development Plan in conjunction with the Chamber and that he be involved in the process that we just approved. The motion was seconded by Council Member McPherson.

Council Member Makowetski volunteered to be the second sub-committee member. Council Member Heading amended his motion to include Council Member Makowetski as the second member of the subcommittee. The motion

was seconded by Council Member McPherson and carried 4-1, with Mayor Irons voting no.

<https://youtu.be/yahhb8SPL7s?t=3h56m55s>

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS
None

E. ADJOURNMENT

The meeting adjourned at 10:03 p.m. The next Regular Meeting will be held on Tuesday, September 26, 2017 at 6:00 p.m. at the Veteran's Memorial Hall located at 209 Surf Street, Morro Bay, California.

Recorded by:

Lori M. Kudzma
Deputy City Clerk

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**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
DECLARING OCTOBER 15-21, 2017 AS
“FREEDOM FROM WORKPLACE BULLIES WEEK”**

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

WHEREAS, the City of Morro Bay has an interest in promoting the social and economic well-being of its employees and citizens; and

WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly to employers with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction, and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not be limited to legally protected class status based only on race, color, gender, national origin, age, sexual orientation or disability.

NOW, THEREFORE BE IT RESOLVED that the City Council of Morro Bay does hereby proclaim October 15-21, 2017 as “**Freedom from Workplace Bullies Week**” and commends the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raises awareness of the impacts of, and solutions for, workplace bullying in California and the U.S.; and encourages citizens to recognize this special observance.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 10th day of October 2017.

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

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**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY DECLARING
OCTOBER 2017 AS “DOMESTIC VIOLENCE AWARENESS MONTH”**

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

WHEREAS, domestic violence is a systematic pattern of abusive behavior to gain power and control through use of physical violence, sexual violence, threats, and/or emotional abuse used by one intimate partner against another and, therefore, is now more accurately called intimate partner violence, or IPV, by those who work with this issue; and

WHEREAS, the Women’s Shelter Program of San Luis Obispo County strives to increase public awareness and understanding of intimate partner violence and the needs of survivors; and

WHEREAS, intimate partner violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups and in a single day, safe houses served almost 5,800 women and children in California; and

WHEREAS, every minute an average of 20 people are physically abused by intimate partners in the United States which equates to 10 million abuse victims annually; and

WHEREAS, California law enforcement agencies received 162,302 domestic violence-related calls in 2015 and intimate partner violence accounts for 15% of all violent crime in the United States; and

WHEREAS, approximately 40% of California women experience physical intimate partner violence in their lifetimes while 1 in 3 female murder victims in the United States are killed by intimate partners; and

WHEREAS, children exposed to intimate partner violence in the home experience long-term consequences such as difficulty at school, substance abuse, and serious adult health problems; and

WHEREAS, intimate partner violence has a significant economic impact as it is estimated 8 million days of paid work are lost nationwide yearly as the result of intimate partner violence; and

WHEREAS, among families, intimate partner violence is the third leading cause of homelessness; and

WHEREAS, the Women’s Shelter Program of San Luis Obispo County served nearly 800 survivors in 2016 in our community to provide essential, lifesaving services for survivors and their children fleeing violence; and

WHEREAS, survivors of intimate partner violence embody incredible strength and resilience to overcome trauma and abuse to build lives free of violence; and

WHEREAS, the City of Morro Bay strongly supports the efforts of The Women’s Shelter Program of San Luis Obispo County and its partners to work to reduce intimate partner violence

in San Luis Obispo County through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions.

NOW, THEREFORE, BE IT RESOLVED, that the Morro Bay City Council does hereby proclaim October 2017 as “Domestic Violence Awareness Month” in the City of Morro Bay.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
seal of the City of Morro Bay to be
affixed this 10th day of October 2017

Jamie L. Irons, Mayor
City of Morro Bay, California

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY DECLARING
OCTOBER 2017 BREAST CANCER AWARENESS MONTH
AND HONORING THE CENTRAL COAST SURVIVEOARS DRAGON BOAT TEAM**

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

WHEREAS, the City of Morro Bay is committed to raising awareness about breast cancer and the impact it has on our loved ones, friends, colleagues and community members; and

WHEREAS, thousands of women and men in our country are diagnosed with breast cancer each year; and

WHEREAS, a cancer diagnosis is a life changer and survivors face long term and life limiting effects of the illness and its treatments, including physical, emotional, psychosocial, legal, and financial issues; and

WHEREAS, the Central Coast SurviveOars Dragon Boat Team, a program of the Central Coast Dragon Boat Association, was founded in 2007, and has over 100 participants, composed of both cancer survivors and supporters, most of whom are breast cancer survivors; and

WHEREAS, the Central Coast SurviveOars Dragon Boat Team, through their programs, promote health and well-being for all cancer survivors and their loved ones while enjoying the sport of dragon boating in the Estero Bay; and

WHEREAS, the Central Coast SurviveOars Dragon Boat Team held their first dragon boat festival as part of the Harbor Festival on October 7, 2017, with over 100 cancer survivors and supporters in attendance. The day was highlighted with a Breast Cancer Survivor Ceremony held at Tidelands Park at 12 noon.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morro Bay does hereby proclaim October 2017 as "Breast Cancer Awareness Month," and recognizes the important impact of the Central Coast SurviveOars Dragon Boat Team has on cancer survivors and supporters in our community.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
seal of the City of Morro Bay to be affixed
this 10th day of October 2017

Jamie L. Irons, Mayor
City of Morro Bay, California

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techniques that are included in the IDIQ contract with Pavement Coatings Co. (Contractor). Selection of streets to receive treatment is a balancing act optimizing the funds available with preserving as many streets as possible each year. Typically, pavement preservation techniques are used only on streets where the pavement is in good condition. While streets in poor or less condition are typically slated for overlay or reconstruction. With the costs for overlay and reconstruction being 6 to 15 times more than pavement preservation, respectively, the City could only award a contract to restore less than one-mile of street as opposed to the seven miles proposed in this contract. While that is not the best treatment for the streets in poor condition, with advance preparation work to crack seal and patch potholes by City forces, the pavement preservation plan is the most effective use of the City's limited funding.

This year, the contractor proposed what they referred to as "Full Depth Reclamation" for some streets with a very low Pavement Condition Index (PCI) to provide additional life. Full Depth Reclamation traditionally refers to a process where the existing asphalt surface is milled down to base material and recompacted, the milled asphalt is heated and mixed with new asphalt and the street is repaved with the required structural section of asphalt. The method the contractor proposed is the method that was performed as a "pilot program" on Ponderosa Street earlier this year. That is a pavement preservation technique not a repaving operation, where the existing asphalt is milled and mixed with the limited underlying base material and compacted. Once compacted, the street receives 3-layer cape seal. There is no repaving involved in this technique, and staff is reluctant to continue with this method until the efficacy of this pavement preservation method is evaluated over at least one year, including the wet season. If it is determined this method is a viable pavement preservation technique, then staff may recommend its use on streets with very low PCI values in future years.

This current project amendment entails furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the Amendment No. 1 to subject project, which includes treatment of existing pavement with slurry and sealing, chip/cape sealing, and micro/macro-surfacing of 7.05-centerline miles of road work or approximately 13 percent of the City's streets.

All work performed will be conducted in strict conformance to applicable federal, state, and local safety regulations. Payment will be made in accordance with Caltrans payment specifications using actual field quantities. Unit prices for this delivery order are based on the unit prices established by the initial bid. This work in the Amendment No.1 shall be completed within ninety (90) calendar days after issuance of the "Notice to Proceed".

CONCLUSION

Staff recommends the City Council approve the Amendment No. 1 to the existing IDIQ agreement with Pavement Coatings Co. for additional work in the amount \$808,395.31 with additional authority for the Public Works Director to sign the amendment and approve up to an additional 5% for contingencies.

ATTACHMENTS

1. List of Streets and recommended surface treatment
2. Map of Streets Proposed for Pavement Preservation
3. Map of Current Pavement Condition Index

MB2018-ST01 PAVEMENT MANAGEMENT - PROJECT ANALYSIS

Code	Street ID	Section ID	PCI	Start	End	Region	Length	Width	Area	SYD	Treatment	Budget	\$\$/SF
Alder		30	33	San Joaquin Street	Elena Street	Zone 2	635	36	22,860	2,540	3CSL	\$ 17,268.47	\$ 0.76
Alder		10	41	Sequoia Street	San Jacinto Street	Zone 2	595	36	21,420	2,380	CSL	\$ 10,052.19	\$ 0.47
Alder		20	44	San Jacinto Street	San Joaquin Street	Zone 2	630	36	22,680	2,520	M2	\$ 4,252.50	\$ 0.19
Allesandro		10	45	Las Tunas Street	La Loma Avenue	Zone 4	1475	24	35,400	3,933	M2	\$ 6,637.50	\$ 0.19
Atascadero		10	40	Embarcadero	Park Street	Zone 3	1260	32	40,320	4,480	3CS	\$ 37,688.00	\$ 0.93
Barlow		10	44	Main Street	End	Zone 4	565	26	14,690	1,632	M2	\$ 2,754.38	\$ 0.19
Bayview		10	38	Hill Street	Hillview Street	Zone 2	930	23	21,390	2,377	3CSL	\$ 19,564.88	\$ 0.91
Birch		10	38	Sequoia Street	San Jacinto Street	Zone 2	620	38	23,560	2,618	3CSL	\$ 17,447.83	\$ 0.74
Birch		20	28	San Jacinto Street	San Joaquin Street	Zone 2	620	36	22,320	2,480	3CS	\$ 20,863.00	\$ 0.93
Butte		10	43	Las Tunas Street	End	Zone 4	350	38	13,300	1,478	CSL	\$ 6,044.31	\$ 0.45
Cedar		10	47	Sequoia Street	San Jacinto Street	Zone 2	625	36	22,500	2,500	M2	\$ 4,218.75	\$ 0.19
Cedar		20	35	San Jacinto Street	San Joaquin Street	Zone 2	620	36	22,320	2,480	3CSL	\$ 16,860.56	\$ 0.76
Cedar		30	45	San Joaquin Street	Elena Street	Zone 2	590	31	18,290	2,032	M2	\$ 3,429.38	\$ 0.19
Coral		30	50	Indigo Cir	San Jacinto St	Zone 1	495	45	22,275	2,475	M2	\$ 4,176.56	\$ 0.19
Damar		10	50	Sandalwood Avenue	End	Zone 1	595	20	11,900	1,322	M2	\$ 2,231.25	\$ 0.19
Dogwood		30	37	San Joaquin Street	Elena Street	Zone 2	575	36	20,700	2,300	3CSL	\$ 15,636.81	\$ 0.76
Front		10	39	Harbor Street	North End (Embarcadero)	Zone 3	380	48	18,240	2,027	M2	\$ 3,420.00	\$ 0.19
Front		20	48	Harbor Street	South End (Embarcadero)	Zone 3	430	40	17,200	1,911	M2	\$ 3,225.00	\$ 0.19
Ironwood		50	44	Elena Street	Avalon Street	Zone 2	1855	36	66,780	7,420	3CSL	\$ 50,445.69	\$ 0.76
Ironwood		60	45	Avalon Street	Mimosa Street	Zone 2	870	34	29,580	3,287	3CSL	\$ 22,835.08	\$ 0.77
Ironwood		70	53	Mimosa Street	Highway 41	Zone 2	490	27	13,230	1,470	CSL	\$ 7,451.40	\$ 0.56
Island		20	43	Sandalwood Avenue	Coral Avenue	Zone 1	350	20	7,000	778	CS	\$ 4,540.28	\$ 0.65
Jamaica		15	40	Panorama Drive	Main St	Zone 1	880	22	19,360	2,151	CS	\$ 12,557.11	\$ 0.65
Kings		15	32	Balboa Street	Pacific Street	Zone 4	300	24	7,200	800	3CSL	\$ 6,453.33	\$ 0.90
Kodiak		15	42	Panorama Drive	Main St	Zone 1	880	20	17,600	1,956	CS	\$ 11,415.56	\$ 0.65
Kodiak		30	39	Beachcomber Drive	End	Zone 1	655	21	13,755	1,528	CS	\$ 8,921.65	\$ 0.65
La Loma		10	46	Balboa Street	Quintana Road	Zone 4	975	22	21,450	2,383	M2	\$ 4,021.88	\$ 0.19
LasVegas		10	47	Elm Avenue	Main Street	Zone 2	700	24	16,800	1,867	M2	\$ 3,150.00	\$ 0.19
Main		5	37	Zanzibar Street	Yerba Buena	Zone 1	195	35	6,825	758	3CSL	\$ 5,210.56	\$ 0.76
Main		60	36	Quintana Place	Surf Street	Zone 3	585	52	30,420	3,380	3CSL	\$ 20,341.75	\$ 0.67
MindoroWay		10	42	Beachcomber Drive	Mindoro Street	Zone 1	325	21	6,825	758	M2	\$ 1,279.69	\$ 0.18
Monterey		50	50	Morro Bay Blvd	Pacific Street	Zone 3	300	44	13,200	1,467	M2	\$ 2,475.00	\$ 0.19
Monterey		60	48	Pacific Street	Marina Street	Zone 3	300	44	13,200	1,467	M2	\$ 2,475.00	\$ 0.19
OrcasST		30	33	Highway 1	End	Zone 1	515	21	10,815	1,202	M2	\$ 2,027.81	\$ 0.19
OrcasST		15	34	Panorama Drive	Main St	Zone 1	1020	20	20,400	2,267	3CS	\$ 19,068.33	\$ 0.93
OrcasWY		10	46	Orcas Street	End	Zone 1	360	21	7,560	840	M2	\$ 1,417.50	\$ 0.18
Panay		30	44	Beachcomber Drive	End	Zone 1	465	21	9,765	1,085	M2	\$ 1,830.94	\$ 0.19
Pico		10	39	East End	Main Street	Zone 2	825	21	17,325	1,925	CS	\$ 11,237.19	\$ 0.65
Ridgeway		10	38	Fairview (East End)	Kings Ave	Zone 4	425	22	9,350	1,039	M2	\$ 1,753.13	\$ 0.19
Ridgeway		15	50	Kings Ave	Arbutus Ave	Zone 4	775	22	17,050	1,894	M2	\$ 3,196.88	\$ 0.19
Seaview		10	32	Hill Street	Avalon Street	Zone 2	1010	22	22,220	2,469	3CS	\$ 20,769.53	\$ 0.93
Shasta		20	45	Olive Street	South Street	Zone 4	1430	35	50,050	5,561	CSL	\$ 23,890.93	\$ 0.48
Sicily		30	32	Beachcomber Drive	End	Zone 1	350	21	7,350	817	3CS	\$ 6,870.21	\$ 0.93
SouthBayBL		30	61	Twin Bridges	City Limit	Zone 4	2030	36	73,080	8,120	M2	\$ 13,702.50	\$ 0.19
SouthBayBL		20	61	Quintana	Twin Bridges	Zone 4	3045	41	124,845	13,872	CSL	\$ 54,298.27	\$ 0.43
Terra		10	34	Sandalwood Avenue	End	Zone 1	700	20	14,000	1,556	3CS	\$ 13,086.11	\$ 0.93
Total Length:							34,600		1,058,400 SF		Total Area (SF):	\$ 532,494.65	

Code	Street ID	Section ID	PCI	Start	End	Region	Length (7.05 Miles or 13%)	Width	Area	SYD	Treatment	Budget	\$/SF
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Total Collector/Arterial Area: \$249,690.97

MICRO SEAL TOTAL

	SF	SY	TON III	TON II (Agg Only, add X.X% for Oil)		
CS	75,040	8,338		63		
CSL	222,845	24,761		186		
3CS	126,610	14,068	176	106		
DCS	0	0		0		
M2	382,270	42,474		319		
3FCS	0	0	0	0		
3CSL	251,635	27,959	349	210		
3CSLF	0	0	0	0		
					+ 03% Contingency	Round-Up
No			MicroType II	1014 @15% Oil	1045	1050Ton
			Micro Type III	591 @12.5% Oil	609	610Ton
			Fib Micro Type III	0 @12.5% Oil	0	0Ton

CHIP SEAL TOTALS

	SF	SY
CS	75,040	8,338
CSL	130,020	14,447
3CS	126,610	14,068
DCS	0	0
M2	0	0
3FCS	0	0
3CSL	158,070	17,563
3CSLF	0	0

SY CHIP SEAL= 75,126

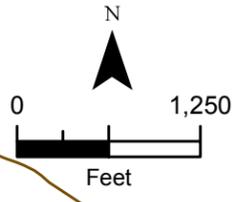
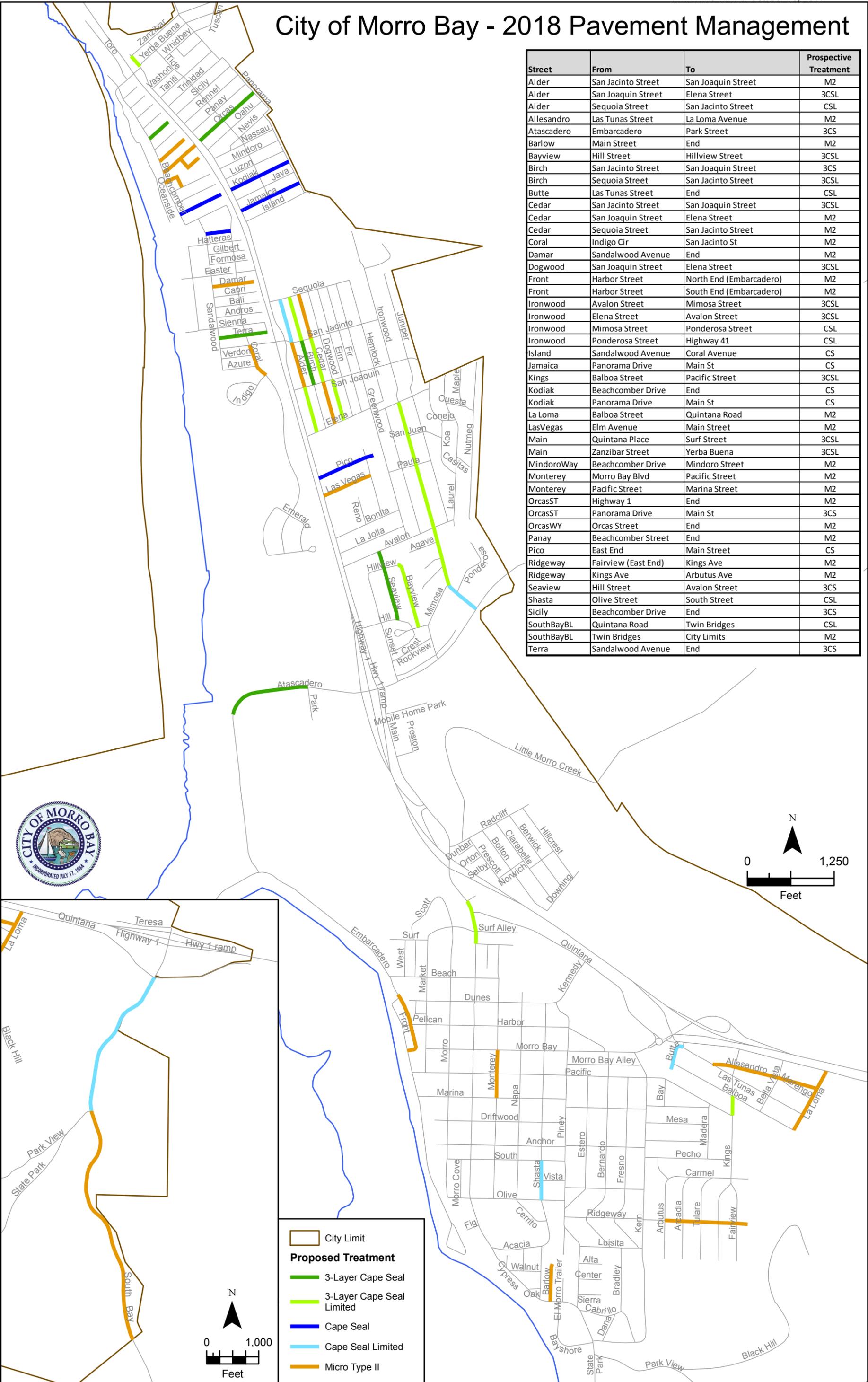
MicroType II	\$225.00	TN	\$236,250.00
Micro Type III	\$206.00	TN	\$125,660.00
Fib Micro Type III	\$219.00	TN	\$0.00
Chip Seal	\$4.15	SY	\$311,771.06
Total			\$673,681.06

COST BREAK DOWN

\$836,000.00	Budget
\$75,125.56	CalRecycle Grant (added)
\$911,125.56	Total Budget
\$51,535.00	Minus Consultant Fee
\$859,590.56	Budget after Consultant Fee
\$75,505.00	Mobilication, Demo & Clean-up
\$20,000.00	Traffic Control
\$39,209.25	Traffic paint
\$673,681.06	Streets Preservation
\$808,395.31	Subtotal
\$40,419.77	5% Contengency
\$848,815.07	Cost of Streets Project
\$10,775.48	Difference between Budget and Cost of Streets

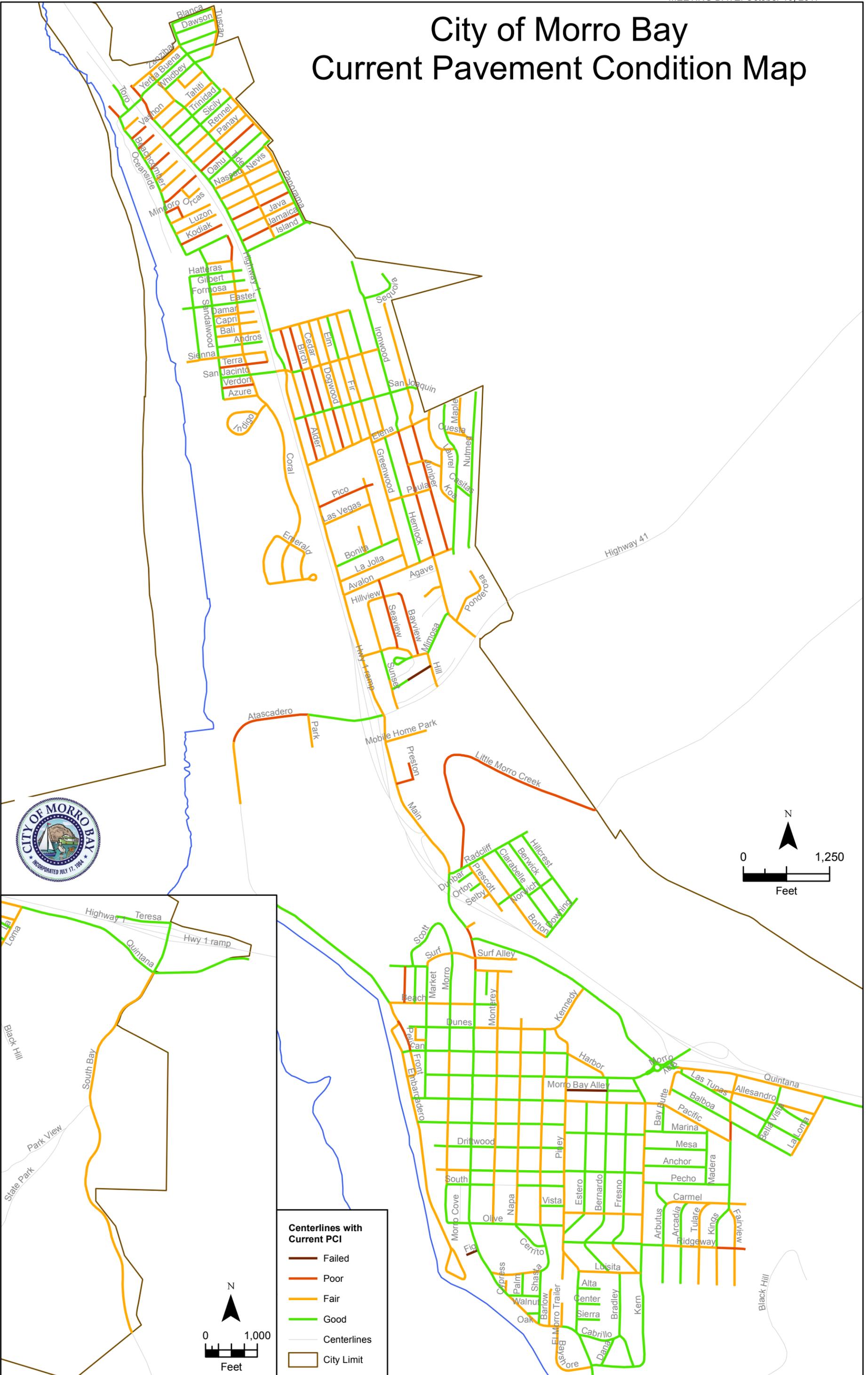
City of Morro Bay - 2018 Pavement Management

Street	From	To	Prospective Treatment
Alder	San Jacinto Street	San Joaquin Street	M2
Alder	San Joaquin Street	Elena Street	3CSL
Alder	Sequoia Street	San Jacinto Street	CSL
Allesandro	Las Tunas Street	La Loma Avenue	M2
Atascadero	Embarcadero	Park Street	3CS
Barlow	Main Street	End	M2
Bayview	Hill Street	Hillview Street	3CSL
Birch	San Jacinto Street	San Joaquin Street	3CS
Birch	Sequoia Street	San Jacinto Street	3CSL
Butte	Las Tunas Street	End	CSL
Cedar	San Jacinto Street	San Joaquin Street	3CSL
Cedar	San Joaquin Street	Elena Street	M2
Cedar	Sequoia Street	San Jacinto Street	M2
Coral	Indigo Cir	San Jacinto St	M2
Damar	Sandalwood Avenue	End	M2
Dogwood	San Joaquin Street	Elena Street	3CSL
Front	Harbor Street	North End (Embarcadero)	M2
Front	Harbor Street	South End (Embarcadero)	M2
Ironwood	Avalon Street	Mimosa Street	3CSL
Ironwood	Elena Street	Avalon Street	3CSL
Ironwood	Mimosa Street	Ponderosa Street	CSL
Ironwood	Ponderosa Street	Highway 41	CSL
Island	Sandalwood Avenue	Coral Avenue	CS
Jamaica	Panorama Drive	Main St	CS
Kings	Balboa Street	Pacific Street	3CSL
Kodiak	Beachcomber Drive	End	CS
Kodiak	Panorama Drive	Main St	CS
La Loma	Balboa Street	Quintana Road	M2
LasVegas	Elm Avenue	Main Street	M2
Main	Quintana Place	Surf Street	3CSL
Main	Zanzibar Street	Yerba Buena	3CSL
MindoroWay	Beachcomber Drive	Mindoro Street	M2
Monterey	Morro Bay Blvd	Pacific Street	M2
Monterey	Pacific Street	Marina Street	M2
OrcasST	Highway 1	End	M2
OrcasST	Panorama Drive	Main St	3CS
OrcasWY	Orcas Street	End	M2
Panay	Beachcomber Street	End	M2
Pico	East End	Main Street	CS
Ridgeway	Fairview (East End)	Kings Ave	M2
Ridgeway	Kings Ave	Arbutus Ave	M2
Seaview	Hill Street	Avalon Street	3CS
Shasta	Olive Street	South Street	CSL
Sicily	Beachcomber Drive	End	3CS
SouthBayBL	Quintana Road	Twin Bridges	CSL
SouthBayBL	Twin Bridges	City Limits	M2
Terra	Sandalwood Avenue	End	3CS



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City of Morro Bay Current Pavement Condition Map



Centerlines with Current PCI

	Failed
	Poor
	Fair
	Good
	Centerlines
	City Limit

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AGENDA NO:	A-8
MEETING DATE:	October 10, 2017

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 3, 2017

FROM: Dana Swanson, City Clerk/Risk Manager

SUBJECT: Adoption of Resolution No. 57-17 Approving Amendment No. 2 to the Memorandum of Understanding between the City of Morro Bay and the Morro Bay Police Officers' Association establishing the City's Contribution to Employee Health Banks for 2018

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 57-17 approving Amendment No. 2 to the 2016-17 Memorandum of Understanding between the City of Morro Bay and the Morro Bay Police Officers' Association, providing a 1% increase in the City's contribution to employee health banks for 2018.

FISCAL IMPACT

There is no direct fiscal impact associated with this action. The increase in the City's contribution to employee health banks for FY 2017/18 was also programmed into the FY 2017/18 budget.

BACKGROUND/DISCUSSION

The City met and conferred with each of the bargaining units, including Morro Bay Police Officers Association (POA), with the intent to negotiate multi-year contracts. Multi-year contracts benefit the City by bringing stability to the organization, reducing the time and expense of conducting negotiations on an annual basis, and improving employee morale. Rather than allow the FY 2016/17 agreements to expire, the parties agreed to extend those agreements through June 30, 2018, to allow for further consideration of the City's proposal for a three-year agreement, which included a 2% increase to the City's contribution to employee health banks. The groups were initially given until July 31 to accept the offer; however, that deadline was extended to August 30 to allow staff additional time to meet with members of each of the bargaining units to field questions related to the proposed financial triggers.

On August 28, the POA voted to reject the three-year proposal and continue under the one-year extension which expires June 30, 2018. Based on that, the City's contribution to healthcare for Employee + 1 and Employee + Family is increased by 1% for calendar year 2018. The City and POA will begin contract negotiations for FY 2018/19 in early 2018.

CONCLUSION

Human Resources staff and the Interim City Manager recommend the City Council adopt the proposed Resolution.

ATTACHMENTS

1. Resolution No. 57-17 approving Amendment No. 2 to the 2016-17 Memorandum of Understanding (MOU) for the Morro Bay Police Officers' Association

Prepared By: <u>DS</u>	Dept Review: _____
City Manager Review: <u>MRL</u>	City Attorney Review: <u>JWP</u>

RESOLUTION NO. 57-17

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
ADOPTING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MORRO BAY AND THE
MORRO BAY POLICE OFFICERS' ASSOCIATION
FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017**

**THE CITY COUNCIL
Morro Bay, California**

WHEREAS, the City of Morro Bay (hereinafter the "City") has, and continues to, recognize the Morro Bay Peace Officers' Association ("MBPOA") as the sole exclusive bargaining agent for those City employees designated as being in the Law Enforcement Unit, including the classification of Police Officer, Senior Officer, Corporal and Sergeant, for all matters concerning wages, hours and working conditions; and

WHEREAS, the current Memorandum of Understanding between the City and the MBPOA ("MBPOA MOU 2016-2017"), was duly approved by the City Council on August 23, 2016; and

WHEREAS, prior to the expiration of the MBPOA MOU 2016-17, the City labor relations representatives and MBPOA representatives successfully met and conferred to negotiate an amendment to the MBPOA MOU 2016-17 ("First Amendment"), pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Section 3500-3511) and the City's Employer-Employee Relations Resolution, Resolution No. 08-17; and

WHEREAS, on June 27, 2017, the City Council approved the First Amendment, extending the term of the MBPOA MOU 2016-17 by one year, and provided in part, reopener language with respect to Article 15 Health Benefits to discuss any changes to health rates for calendar year 2018; and

WHEREAS, the City and MBPOA re-opened collective bargaining with respect to Article 15 Health Benefits to negotiate new health benefits for calendar year 2018, and have jointly prepared and executed this Amendment No. 2 to the MBPOA MOU 2016-17, which was ratified by the MBPOA on August 28, 2017; and

WHEREAS, pursuant to Gov't Code § 3505.1, the City Council must approve the terms of any memorandum of understanding or amendment thereto reflecting an agreement between the City and the MBPOA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AS FOLLOWS:

Section 1. Amendment No. 2 to the MBPOA MOU 2016-17, attached hereto as Exhibit "A", is hereby approved.

Section 2. Except as expressly provided in Amendment No. 2 to the MBPOA MOU 2016-17, all other provisions of the MBPOA MOU 2016-17 and First Amendment shall remain in full force and effect.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 10th of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMIE L. IRONS, Mayor

ATTEST:

DANA SWANSON, City Clerk

AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MORRO BAY AND THE MORRO BAY POLICE
OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2016 THROUGH
JUNE 30, 2017

WHEREAS, the City of Morro Bay (hereinafter the "City") has, and continues to, recognize the Morro Bay Peace Officers' Association ("MBPOA") as the sole exclusive employee organization for those City employees designated as being in the Law Enforcement Unit, including the classification of Police Officer, Senior Officer, Corporal and Sergeant, for all matters concerning wages, hours and working conditions; and

WHEREAS, the current Memorandum of Understanding between the City and the MBPOA ("MBPOA MOU 2016-2017"), which was duly approved by the City Council on August 23, 2016, was set to expire on June 30, 2017; and

WHEREAS, prior to the June 30, 2017 expiration of the MBPOA MOU 2016-17, the City and MBPOA reached an agreement extending the term of the MBPOA MOU 2016-17 by one year and providing a 2% cost of living adjustment ("COLA") for Fiscal Year 2017-18, and thereafter, jointly prepared and executed Amendment No. 1 to the MBPOA MOU 2016-2017 ("First Amendment"), which was ratified by the MBPOA on June 19, 2017 and accepted, approved, and adopted by the City Council by Resolution No. 36-17 on June 27, 2017; and

WHEREAS, the MBPOA MOU 2016-2017 and First Amendment thereto provide that the parties retain the option to re-open collective bargaining, with respect to Article 15 Health Benefits to discuss any changes to health rates for calendar year 2018; and

WHEREAS, the City and MBPOA re-opened collective bargaining with respect to Article 15 Health Benefits to discuss changes to health rates for calendar year 2018 and successfully met and conferred to negotiate new health benefits for calendar year 2018, which agreements are set forth herein; and

WHEREAS, this Second Amendment was ratified by the POA on August 28, 2017; and

WHEREAS, except as provided in this Second Amendment, all other provisions of the MBPOA MOU 2016-2017 and Amendment No. 1 to that agreement shall remain in full force and effect; and

NOW, THEREFORE, it is hereby agreed that the MBPOA MOU 2016-2017 is amended in the following particulars only:

Section 1. Article 15 of the MBPOA MOU 2016-2017, entitled "Health Benefits," shall be amended and replaced, in its entirety, to read as follows:

"ARTICLE 15 - HEALTH BENEFITS

15.1 HEALTH INSURANCE

15.1.1 For 2017, UNIT employees receive a cafeteria plan contribution, including the amount required by CalPERS, as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less
Employee + 1 – up to \$1,109/month or cost of insurance, whichever is less
Employee + family - up to \$1,421/month or cost of insurance, whichever is less

15.1.2 For 2018, UNIT employees receive a cafeteria plan contribution, including the amount required by CalPERS, as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less
Employee + 1 – up to \$1,122/month or cost of insurance, whichever is less
Employee + family - up to \$1,441/month or cost of insurance, whichever is less

15.2 DENTAL AND VISION INSURANCE:

15.2.1 During the term of this MOU, the CITY shall offer dental, life and vision insurance, and each employee shall be required to carry both dental, life and vision insurance for self. Life Insurance is provided at \$50,000 per employee. The following rates are effective January 1, 2017:

	<u>Vision</u>	<u>Dental</u>	<u>Life</u>	<u>Totals</u>	<u>City pays</u>	<u>EE pays</u>
Employee only	\$ 8.86	\$ 55.47	\$8.15	\$ 72.48	\$ 69.55	\$ 2.93
Employee + 1	\$ 16.59	\$143.09	\$8.15	\$ 167.83	\$ 156.08	\$11.75
Employee + 2+	\$ 22.59	\$143.09	\$8.15	\$ 173.83	\$ 161.62	\$12.21

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

15.3 Any coverage made available to future retirees, beyond COBRA time requirements, shall be paid for by the retiree.

15.4 The provisions of this ARTICLE shall be binding on the parties through the remainder of this MOU, and for the term of the MOU, which will be effective upon City Council approval.

Section 2. Except as expressly provided in this Second Amendment, all other provisions of the MBPOA MOU 2016-2017 and Amendment No. 1 of that MOU shall remain in full force and effect.

Section 3. This Second Amendment shall not be in full force and effect until adopted by resolution by the City Council of the City.

[SIGNATURES ON NEXT PAGE]

IT IS SO AGREED:

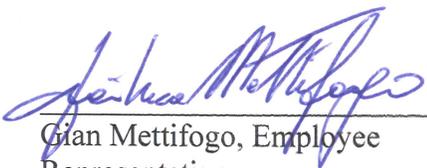
**MORRO BAY PEACE OFFICERS'
ASSN.**



Greg Gruich, President



Rick Catlett, Employee Representative



Gian Mettifogo, Employee
Representative

CITY OF MORRO BAY

Martin R. Lomeli, Interim City Manager

Colin J. Tanner, Deputy City
Attorney/Labor Negotiator

Dana Swanson, City Clerk

Laurie Goforth, Human Resources Analyst



AGENDA NO: B-1

MEETING DATE: October 10, 2017

Staff Report

TO: Honorable Mayor and City Council

DATE: September 28, 2017

FROM: Cindy Jacinth, Senior Planner

SUBJECT: Adoption of Resolution No. 56-17 approving Concept Conditional Use Permit No. UP0-448 for 945 Embarcadero. Project includes remodel of existing restaurant, harborwalk public access improvements, and improvements to adjacent Anchor Park.

RECOMMENDATION

Council adopt Resolution No. 56-17, making the necessary findings for approval of Conditional Use Permit (CUP) No. UP0-448 as Concept Plan approval.

ALTERNATIVES

Alternative 1. The City Council could move to modify or delete conditions of approval from the Planning Commission's favorable recommendation.

Alternative 2. The City Council could move to deny the project.

FISCAL IMPACT- Minimal fiscal impact expected: The proposed work is the result of the master lease negotiations between the Applicant and the City staff, who manage all City lease sites. The existing commercial use will be expanded to provide expanded indoor dining and bar area and an increase in business revenue could also provide a benefit to the City.

BACKGROUND

945 Embarcadero, also known as City Lease site 96/96W, is the location of the House of Juju, an existing commercial waterfront restaurant with existing wharf. The lease is due to expire June 30, 2020. As part of the lease renewal process, the Applicant has proposed improvements to the site. The proposed project was reviewed by the Planning Commission on September 5, 2017, pursuant to Morro Bay Municipal Code (MBMC) section 17.40.030 (Planned Development overlay), which requires both a Concept and Precise plan for projects on publicly owned land.

The Planning Commission forwarded a favorable recommendation with conditions to the City Council for approval of the Concept Conditional Use Permit (PC Resolution 23-17, Attachment B). Attachment D contains a complete copy of the Planning Commission staff report and attachments, which discusses the project in greater detail, and is also available on the City's website at the links provided on the last page of the staff report.

Project Description:

In summary, the project description includes: convert existing rear interior storage to accommodate a proposed 435square feet of restaurant dining and bar area, plus a 71-square-foot addition for a total

Prepared By: CJ

Dept Review: SG

City Manager Review: MRL

City Attorney Review: JWP

single-story building area of 2,201 square feet. The project also includes public access improvements along the bayside (west) and north side of the building, and access improvements to the adjacent Anchor Park. Proposed bayside improvements include a 10-foot lateral access and outside seating counter and repair of seawall and five pilings which support the existing wharf.

DISCUSSION

At the September 5, 2017, Planning Commission meeting, the Commission reviewed the project and adopted PC Resolution 23-17 (Attachment B), which added two new conditions and forwards a favorable recommendation to the City Council for approval as conditioned. The Planning Commission staff report is attached as Exhibit D, which explains in greater detail the proposed commercial interior remodel, 71-sf addition to relocated trash storage, improvements to public access in the form of providing ten-foot wide bayside lateral access and off-lease improvements to Anchor Park, which include providing a new ADA compliant sidewalk, two new benches, a bike rack, and landscaping improvements.

Overall the Planning Commission supported the project and its proposed improvements. The two new recommended conditions added by the Planning Commission, which were added as Planning Conditions 14 and 15 are:

14. “The Harborwalk decking shall be raised to match elevation and provide a smooth transition to the lease site to the south without need for a ramp or additional transition material.
15. Applicant shall obtain an encroachment permit for off-site improvements, including landscaping, installed in the adjacent Anchor Park or as otherwise determined applicable by the Public Works Director”.

Staff supports approval of the Planning Commission added conditions. The first condition is to match the decking elevation as it connects to the lease site to the south which is the Held Harbor Center project. A picture of the existing connection is shown below which depicts a small ramp. Planning Commission’s condition would require the Applicant to address this gap in elevation without the ramp that is currently present.



The second condition added by Planning Commission requires the Applicant to obtain an encroachment permit for off-lease work done in the adjacent Anchor Park, which is a City park. A photo of the existing park is shown below, which includes the area of proposed work.



Parking

As noted in the Planning Commission staff report, the proposed dining expansion of the existing restaurant would ordinarily trigger the requirement for payment of four parking in-lieu spaces. That is based on the Zoning Code requirement (MBMC 17.44.020) for restaurant dining of 1 parking space for every 60 square feet of customer dining area. However, pursuant to City Council Resolution 54-16, the Applicant is requesting a waiver of fees for the 4 required spaces. That is noted as Planning condition 12, which calculates fees according to fees in place at of the time of City Council approval of the Concept Plan Conditional Use Permit.

CONCLUSION

As described in the Planning Commission staff report, the project seeks to provide a variety of improvements to both the restaurant and the public access amenities which maintains the pedestrian orientation of the harborwalk. No increase in height is proposed, and the building will remain as a single-story development. No exceptions under the Planned Development overlay (MBMC 17.40.030) are being requested. The project is located in the Waterfront (WF) zoning district, which is intended to “provide for the continued mixture of visitor-serving commercial and recreational and harbor-dependent land uses in appropriate waterfront areas.” The remodel of an existing waterfront restaurant, which provides additional indoor dining, new outdoor public seating, improvements to public access in the form of improved bayside lateral access and off-lease improvement to the adjacent Anchor Park, is consistent with the Waterfront District and the goals of the Waterfront Master Plan.

As reviewed by the Planning Commission at the September 5, 2017, meeting and as conditioned, the City Council can find for Concept Plan approval of the project consistent with applicable provisions of

the General Plan/ Local Coastal Program, and Zoning Ordinance. Upon approval of the Concept Plan, the Applicant's next step would be to obtain Coastal Development Permit (CDP) approval from the Coastal Commission. Upon CDP approval, the City's Zoning Code requires (MBMC 17.40.030) Precise Plan approval within one year of Concept Plan approval.

The attached Council Resolution No. 56-17 reflects the recommendation of the Planning Commission. Staff recommendation is to approve the project as conditioned.

ATTACHMENTS:

- A. City Council Resolution No. 56-17
- B. Planning Commission Resolution No. 23-17 (adopted September 5, 2017)
- C. Plans/ Plan Reductions dated January 3, 2017
- D. Planning Commission Staff Report, September 5, 2017

ONLINE DOCUMENTS

*Complete staff report & attachments for the 9/5/17 Planning Commission meeting also available at the following link: <http://www.morrobayca.gov/842/Current-Planning-Projects>

RESOLUTION NO. 56-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA APPROVING CONCEPT PLAN APPROVAL OF CONDITIONAL USE PERMIT (UP0-446) FOR COMMERCIAL RESTAURANT REMODEL, IMPROVEMENTS TO PUBLIC ACCESS AND ANCHOR PARK, AND REPAIR OF SEAWALL AND 5 EXISTING PILINGS AT 945 EMBARCADERO, ALSO KNOWN AS CITY LEASE SITE 96 AND 96W.

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on September 5, 2017, for the purpose of considering a Concept Plan approval of Conditional Use Permit #UP0-446 ("the Project"); and

WHEREAS, the City Council conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on October 10, 2017, pursuant to the Planned Development regulations (Morro Bay Municipal Code (MBMC) section 17.40.030), for the purpose of considering the Project for 945 Embarcadero, also known as the House of Juju, in an area within the original jurisdiction of the California Coastal Commission; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the City Council has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

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

Section 1: Findings. Based upon all the evidence, the Council makes the following findings:

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. UP0-446 is categorically exempt under Class 1d, Section 15301 where under existing facilities restoration or rehabilitation of deteriorated or damaged structures to meet current standards of public health and safety are allowed which the repair and rehabilitation of the seawall and 5 pilings would qualify for an exemption. In addition, Section 15301, Class 1d which also under existing facilities allows for additions to existing structures provided that the addition will not result in an increase of more than

10,000 square feet and the area in which the project is located is not environmentally sensitive based on the eelgrass planning survey submitted by Tenera Environmental dated November 24, 2015 and implementation of best management practices as conditioned by Planning conditions 7-11. Additionally, none of the Categorical Exemption exceptions, noted under section 15300.2, apply to the project.

Conditional Use Permit Findings

- A. The project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood in that the commercial remodel, public access improvements, and seawall and piling repairs at 945 Embarcadero are permitted uses within the zoning district; the waiver of parking in lieu fees for four parking spaces triggered by the restaurant remodel per Council resolution 54-16; and said commercial structures comply with all applicable project conditions and City regulations and is consistent with the City's Local Coastal Program.
- B. The project will not be injurious or detrimental to property and improvements in the neighborhood and the general welfare of the City in that the proposed commercial remodel, public access, park improvements, and seawall and piling repairs will provide a visitor-serving opportunity which will provide additional benefit and improvements to an existing visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- A. The proposed project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
 - a. Meets the Waterfront plan height limit and maximum building coverage, bulk, and scale requirements in that the proposed project does not exceed development standards.
 - b. The proposed project provides the amenities identified in the WF Plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the bayside lateral access is improved to allow for easier pedestrian access, enjoyment and better bay views. It preserves and enhances the views as seen around the building.
 - c. The project does not worsen or block more views, it does not block view corridors or intrude into pedestrian access areas. It takes advantage of outward views and characteristics of the topography in that the project proposes outdoor public seating on the bayside in addition to providing a minimum of 10 foot bayside lateral access.

- d. The proposed project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new project will add to the amenities of the existing adjacent Anchor Park, will add an outdoor seating option which will maintain and enhance views of the bay.
- e. The proposed project maintains the pedestrian orientation of the Embarcadero by maintaining existing commercial visitor-serving that does not increase height or create view impacts from the 71sf commercial addition and also in that the project will provide improved lateral public access to the water docks while assisting in the Harborwalk plan to continue public access along the waterfront that is consistent with the character of the existing development.
- f. The project gives its occupants and the public some variety in materials and/or application in that the project, including the improved angled harborwalk leading from Anchor Park to the project lease site, and also retains building character.
- g. The project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed in that the new public lateral access and outdoor seating counter will be accessible to the public and provides articulation that is consistent with the character of the existing development.
- h. The proposed project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the bayside lateral access is existing and will be enhanced by opening up the northwesterly entrance to make the lateral access more inviting to pedestrians. And is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Architectural Consideration

- A. The City Council finds that the architectural treatment and general appearance of all proposed structures and open areas are in keeping with the character of the surrounding areas, are compatible with any design themes adopted by the city, and are not detrimental to the orderly and harmonious development; of the city or to the desirability of investment of occupation in the area.

Section 2. Action. The City Council does hereby approve Concept Conditional Use Permit #UP0-446 subject to the following conditions:

STANDARD CONDITIONS

1. This permit is granted for the land described in the Planning Commission staff report dated August 30, 2017 and City Council staff report dated September 28, 2017, for the project at 945 Embarcadero depicted on plans dated September 19, 2017, on file with the Community Development Department, as modified by these conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for UP0-446, unless otherwise specified herein.
2. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Director, upon finding the project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.
3. Changes: Minor changes to the project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
4. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicant's failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and

acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.

7. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan of the City.
8. Conditions of Approval: The Findings and Conditions of Approval shall be included as a full-size sheet in the Building Plans.

Building Conditions:

1. Prior to construction, the applicant shall submit a complete building permit application and obtain the required building permit.

Fire Department Conditions:

1. Fire Sprinkler Coverage. Sprinkler coverage shall be extended to include the following areas, in accordance with Morro Bay Municipal Code, Sections 14.08.090 (L) (2), 14.08.090 (N), 14.52.060, CFC 3604, NFPA 13 and NFPA 303:
 - a. Applicant shall provide sprinkler coverage beneath the existing public access deck.
 - b. Applicant shall extend sprinkler coverage for protection of proposed new dining area, new bar area, and new trash enclosure.
 - c. Applicant shall submit plans for required automatic fire sprinkler system protection to Morro Bay Community Development Department for review.

Public Works Conditions:

The following Public Works conditions shall be satisfied with the Building Plan submittal:

1. Sewer Lateral: If an existing lateral is used, perform a video inspection of the lateral and submit to Public Works via flash drive or DVD, prior to building permit issuance. Lateral shall be repaired if necessary and all repairs shall be noted on approved set of plans. A sewer backwater valve and downstream cleanout, extended to grade, shall be installed on the sewer lateral. If a new

lateral is being proposed and old lateral exists, include a note on the plans to cap and abandon existing sewer lateral.

2. Sewer Backwater Valve: A sewer backwater valve shall be installed on site to prevent a blockage or maintenance of the municipal sewer main from causing damage to the proposed project (MBMC 14.24.070). Indicate and label on plan
3. Erosion and Sediment Control Plan: Provide a standard erosion and sediment control plan per MBMC Chapter 14.48: The Plan shall show control measures to provide protection against erosion of adjacent property and prevent sediment or debris from entering the City right of way, adjacent properties, any harbor, waterway, or ecologically sensitive area.
4. Encroachment Permits: A sewer encroachment permit shall be required for the installation of the sewer lateral. When utility connections require pavement cuts a traffic control plan indicating appropriate signing, marking, barricades and flaggers must be submitted with the Encroachment Permit application.
5. Water Backflow Prevention Device: Verify and label all new or existing water backflow preventers. Devices are required for fire water systems, irrigation systems on a dedicated water meter, systems which may change in character of use (commercial rentals, etc.), gray water systems, or any plumbing system which has cross-connections or the ability to allow water of deteriorated sanitary quality to enter the public water supply. Add note to plan that device is an approved domestic water backflow prevention device.

Add the following Items/Notes to the Plans:

6. Any damage, as a result of construction operations for this project, to City facilities, i.e. curb/berm, street, sewer line, water line, or any public improvements shall be repaired at no cost to the City of Morro Bay.
7. No work shall occur within (or use of) the City's Right of Way without an encroachment permit. Encroachment permits are available at the City of Morro Bay Public Works Office located at 955 Shasta Ave. The Encroachment permit shall be issued concurrently with the building permit.

Planning Conditions:

1. A Coastal Development Permit shall be submitted to the Community Development Department prior to issuance of a building permit.
2. Inspection: The applicant shall comply with all City conditions of approval and conditions imposed by the California Coastal Commission and obtain final

inspection clearance from the Planning Division at the necessary time in order to ensure all conditions have been met.

3. Landscaping: A landscaping plan shall be submitted for review and approval with the Precise Plan submittal.
4. Public Access Closure: The public access closure shall be limited to no more than 45 days. Any extension of public access closure beyond 45 days shall be subject to review and approval by the Community Development Director.
5. Prior to issuance of a building permit, the Applicant shall either acquire all required regulatory permits and authorizations (i.e. U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife), or submit documentation that such permits are not required.
6. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any change in eelgrass extent shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014
7. A Marine Wildlife Contingency Plan shall be developed and approved by the City of Morro Bay prior to the initiation of pile driving activities. This plan shall describe specific methods that will be used to reduce pile-driving noise. Power to the pile driver shall be ramped up to allow marine wildlife to detect a lower sound level and depart the area before full-power noise levels are produced. The plan shall identify a USFWS-approved biologist to monitor all construction within the water-lease area who shall be retained by the applicant. The plan shall describe on-site marine wildlife monitoring and reporting requirements as well as identify specific conditions when the biological monitor shall be allowed to stop work, such as observance of a marine mammal within 100 feet of the project area. The biologist shall be responsible to monitor for compliance with all environmental mitigation measures, and regulatory permit conditions (as applicable). The approved biological monitor shall be present onsite during construction and shall have the authority to stop construction if any individuals of southern sea otter are seen within 100 feet of the project area. Construction will be allowed to resume after sighted otters have left the 100-foot radius of the project area. The species shall not be disturbed or forced from the project site by equipment, noise, or other disruptive activity. The monitor will have discretionary authority to

temporarily halt the project if it is determined that the otter, or other marine mammal, could be affected by the project, even if the animal is beyond the 100-foot boundary. All construction crew employees shall be informed on the requirements of this condition.

8. A project-specific Oil Spill Response and Recovery Plan that includes specifics on reporting and response procedures, available on-site equipment and contracted services, and responsibilities shall be completed and approved prior to the initiation of construction activities. Specifically, the project shall include the following Best Management Practices (BMPs) and shall be included on building plans submitted for approval:
 - a. No refueling of equipment without adequate containment and spill response equipment. The barge shall have only double contained fuel storage below decks, with the spill containment and clean up kits on-site and easily accessible. Spill containment and clean up kits shall include the following:
 - b. 150 feet Absorbent Boom 200 square feet Absorbent Tarp (for use during pile driving operations)
 - c. Barrel Absorbent Pads
 - d. Container Absorbent Granules
 - e. Rainwater runoff pollution from equipment stored on deck shall be prevented through ongoing equipment maintenance and appropriate double containment.
 - f. The work area shall be contained within a boom to prevent debris from falling into the water.
 - g. All equipment fueling shall take place on the barge, with containment in-place. No refueling between vessels shall occur.
 - h. An Absorption Tarp shall be placed underneath any portable equipment while in use.
 - i. No equipment shall be permitted to enter the water with any petroleum products.
 - j. All equipment used during pile driving operations shall be in good condition without fuel or oil leakage.
 - k. Should any equipment begin to leak, that equipment shall be removed immediately from the barge and repaired or replaced.
 - l. All vessels shall have portable, regularly serviced sanitation equipment. No overboard discharge is permitted.
9. Prior to issuance of a building permit, a pile driving plan and hydroacoustical noise mitigation plan shall be submitted to the Community Development Director to ensure that underwater noise generated by pile driving activities is minimized to the maximum extent feasible and does not exceed: (1) an accumulated 187 dB SEL as measured 5 meters from the source; and (2) peak dB above 208 dB as measured 10 meters from the source as determined by the Fisheries Hydroacoustic Working Group. In the instance anything other than a vibratory hammer is to be used for pile driving activities, the plan shall provide for a hydro-

acoustical monitor to ensure that underwater noise generated by pile driving activities does not exceed such limits. The plan shall identify the type of method used to install pilings. Vibratory hammers shall be used where feasible; if another method is used, a bubble curtain shall be employed to contain both noise and sediment. The plan shall also provide for additional acoustical BMPs to be applied if monitoring shows underwater noise above such limits (including, but not limited to, alternative pile driving methods (press-in pile placement, drilling, dewatered isolation casings, etc.) and additional noise dampening measures (sound shielding and other noise attenuation devices).

10. Netting or fencing around and underneath the project site shall be installed to catch and remove debris released during and after construction.
11. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
12. Pursuant to the provisions of City Council resolution 54-16 dated June 28, 2016, the amount of the four parking spaces shall be calculated as free for the first four parking spaces. If Council parking in-lieu resolution has expired as of building permit approval, then parking in-lieu fees shall be calculated according to fees in place as of the time of City Council Concept Conditional Use Permit approval. Said parking in-lieu fee shall be paid prior to issuance of a building permit.
13. Project plans shall be revised to reflect the correct number of pilings on the lease site prior to City Council review of the Concept CUP.

Planning Commission conditions:

14. The Harborwalk decking shall be raised to match elevation and provide a smooth transition to the lease site to the south without need for a ramp or additional transition material.
15. Applicant shall obtain an encroachment permit for off-site improvements, including landscaping, installed in the adjacent Anchor Park or as otherwise determined applicable by the Public Works Director.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on this 10th day of October, 2017, on the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMIE L. IRONS, Mayor

ATTEST

DANA SWANSON, City Clerk

RESOLUTION NO. PC 23-17

A RESOLUTION OF THE MORRO BAY PLANNING COMMISSION FORWARDING A FAVORABLE RECOMMENDATION TO THE MORRO BAY CITY COUNCIL FOR CONCEPT PLAN APPROVAL OF CONDITIONAL USE PERMIT (UP0-446) FOR COMMERCIAL RESTAURANT REMODEL, IMPROVEMENTS TO PUBLIC ACCESS AND ANCHOR PARK, AND REPAIR OF SEAWALL AND 5 EXISTING PILINGS AT 945 EMBARCADERO, HOUSE OF JUJU

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on September 5, 2017, for the purpose of considering a Concept Plan approval of Conditional Use Permit #UP0-446; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Morro Bay as follows:

Section 1: Findings. Based upon all the evidence, the Commission makes the following findings:

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. UP0-446 is categorically exempt under Class 1d, Section 15301 where under existing facilities restoration or rehabilitation of deteriorated or damaged structures to meet current standards of public health and safety are allowed which the repair and rehabilitation of the seawall and 5 pilings would qualify for an exemption. In addition, Section 15301, Class 1d which also under existing facilities allows for additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet and the area in which the project is located is not environmentally sensitive based on the eelgrass planning survey submitted by Tenera Environmental dated November 24, 2015 and implementation of best management practices as conditioned by Planning conditions 7-11.

Conditional Use Permit Findings

- A. The project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood in that the commercial remodel, public access improvements, and seawall and piling repairs at 945 Embarcadero are permitted uses within the zoning district; the waiver of parking in lieu fees for four parking spaces triggered by the restaurant remodel per Council resolution 54-16; and said commercial structures comply with all applicable project conditions and City regulations and is consistent with the City's Local Coastal Program.
- B. The project will not be injurious or detrimental to property and improvements in the neighborhood and the general welfare of the City in that the proposed commercial remodel, public access, park improvements, and seawall and piling repairs will provide a visitor-serving opportunity which will provide additional benefit and improvements to an existing visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- A. The proposed project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
- a. Meets the Waterfront plan height limit and maximum building coverage, bulk, and scale requirements in that the proposed project does not exceed development standards.
 - b. The proposed project provides the amenities identified in the WF Plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the bayside lateral access is improved to allow for easier pedestrian access, enjoyment and better bay views. It preserves and enhances the views as seen around the building.
 - c. The project does not worsen or block more views, it does not block view corridors or intrude into pedestrian access areas. It takes advantage of outward views and characteristics of the topography in that the project proposes outdoor public seating on the bayside in addition to providing a minimum of 10 foot bayside lateral access.
 - d. The proposed project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new project will add to the amenities of the existing adjacent Anchor Park, will add an outdoor seating option which will maintain and enhance views of the bay.

- e. The proposed project maintains the pedestrian orientation of the Embarcadero by maintaining existing commercial visitor-serving that does not increase height or create view impacts from the 71sf commercial addition and also in that the project will provide improved lateral public access to the water docks while assisting in the Harborwalk plan to continue public access along the waterfront that is consistent with the character of the existing development.
- f. The project gives its occupants and the public some variety in materials and/or application in that the project, including the improved angled harborwalk leading from Anchor Park to the project lease site, and also retains building character.
- g. The project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed in that the new public lateral access and outdoor seating counter will be accessible to the public and provides articulation that is consistent with the character of the existing development.
- h. The proposed project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the bayside lateral access is existing and will be enhanced by opening up the northwesterly entrance to make the lateral access more inviting to pedestrians. And is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Architectural Consideration

- A. As required by Ordinance Section 17.48.200 the Planning Commission finds that the architectural treatment and general appearance of all proposed structures and open areas are in keeping with the character of the surrounding areas, are compatible with any design themes adopted by the city, and are not detrimental to the orderly and harmonious development; of the city or to the desirability of investment of occupation in the area.

Section 2. Action. The Planning Commission does hereby recommend for City Council approval Concept Conditional Use Permit #UP0-446 subject to the following conditions:

STANDARD CONDITIONS

- 1. This permit is granted for the land described in the staff report dated August 30, 2017, for the project at 945 Embarcadero depicted on plans dated August 13, 2017, on file with the Community Development Department, as modified by these

conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for UP0-446, unless otherwise specified herein.

2. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Director, upon finding the project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.
3. Changes: Minor changes to the project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
4. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicants failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the

discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.

7. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan of the City.
8. Conditions of Approval: The Findings and Conditions of Approval shall be included as a full-size sheet in the Building Plans.

Building Conditions:

1. Prior to construction, the applicant shall submit a complete building permit application and obtain the required building permit.

Fire Department Conditions:

1. Fire Sprinkler Coverage. Sprinkler coverage shall be extended to include the following areas, in accordance with Morro Bay Municipal Code, Sections 14.08.090 (L) (2), 14.08.090 (N), 14.52.060, CFC 3604, NFPA 13 and NFPA 303:
 - a. Applicant shall provide sprinkler coverage beneath the existing public access deck.
 - b. Applicant shall extend sprinkler coverage for protection of proposed new dining area, new bar area, and new trash enclosure.
 - c. Applicant shall submit plans for required automatic fire sprinkler system protection to Morro Bay Community Development Department for review.

Public Works Conditions:

The following Public Works conditions shall be satisfied with the Building Plan submittal:

1. Sewer Lateral: If an existing lateral is used, perform a video inspection of the lateral and submit to Public Works via flash drive or DVD, prior to building permit issuance. Lateral shall be repaired if necessary and all repairs shall be noted on approved set of plans. A sewer backwater valve and downstream cleanout, extended to grade, shall be installed on the sewer lateral. If a new lateral is being proposed and old lateral exists, include a note on the plans to cap and abandon existing sewer lateral.
2. Sewer Backwater Valve: A sewer backwater valve shall be installed on site to prevent a blockage or maintenance of the municipal sewer main from causing

damage to the proposed project (MBMC 14.24.070). Indicate and label on plan

3. Erosion and Sediment Control Plan: Provide a standard erosion and sediment control plan per MBMC Chapter 14.48: The Plan shall show control measures to provide protection against erosion of adjacent property and prevent sediment or debris from entering the City right of way, adjacent properties, any harbor, waterway, or ecologically sensitive area.
4. Encroachment Permits: A sewer encroachment permit shall be required for the installation of the sewer lateral. When utility connections require pavement cuts a traffic control plan indicating appropriate signing, marking, barricades and flaggers must be submitted with the Encroachment Permit application.
5. Water Backflow Prevention Device: Verify and label all new or existing water backflow preventers. Devices are required for fire water systems, irrigation systems on a dedicated water meter, systems which may change in character of use (commercial rentals, etc.), gray water systems, or any plumbing system which has cross-connections or the ability to allow water of deteriorated sanitary quality to enter the public water supply. Add note to plan that device is an approved domestic water backflow prevention device.

Add the following Items/Notes to the Plans:

6. Any damage, as a result of construction operations for this project, to City facilities, i.e. curb/berm, street, sewer line, water line, or any public improvements shall be repaired at no cost to the City of Morro Bay.
7. No work shall occur within (or use of) the City's Right of Way without an encroachment permit. Encroachment permits are available at the City of Morro Bay Public Works Office located at 955 Shasta Ave. The Encroachment permit shall be issued concurrently with the building permit.

Planning Conditions:

1. A Coastal Development Permit shall be submitted to the Community Development Department prior to issuance of a building permit.
2. Inspection: The applicant shall comply with all City conditions of approval and conditions imposed by the California Coastal Commission and obtain final inspection clearance from the Planning Division at the necessary time in order to ensure all conditions have been met.
3. Landscaping: A landscaping plan shall be submitted for review and approval with

the Precise Plan submittal.

4. Public Access Closure: The public access closure shall be limited to no more than 45 days. Any extension of public access closure beyond 45 days shall be subject to review and approval by the Community Development Director.
5. Prior to issuance of a building permit, the Applicant shall either acquire all required regulatory permits and authorizations (i.e. U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife), or submit documentation that such permits are not required.
6. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any change in eelgrass extent shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014
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requirements of this condition.

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 - h. An Absorption Tarp shall be placed underneath any portable equipment while in use.
 - i. No equipment shall be permitted to enter the water with any petroleum products.
 - j. All equipment used during pile driving operations shall be in good condition without fuel or oil leakage.
 - k. Should any equipment begin to leak, that equipment shall be removed immediately from the barge and repaired or replaced.
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11. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
12. Pursuant to the provisions of City Council resolution 54-16 dated June 28, 2016, the amount of the four parking spaces shall be calculated as free for the first four parking spaces. If Council parking in-lieu resolution has expired as of building permit approval, then parking in-lieu fees shall be calculated according to fees in place as of the time of City Council Concept Conditional Use Permit approval. Said parking in-lieu fee shall be paid prior to issuance of a building permit.
13. Project plans shall be revised to reflect the correct number of pilings on the lease site prior to City Council review of the Concept CUP.

Planning conditions 14-15 added by Planning Commission on September 5, 2017

14. The Harborwalk decking shall be raised to match elevation and provide a smooth transition to the lease site to the south without need for a ramp or additional transition material.
15. Applicant shall obtain an encroachment permit for off-site improvements, including landscaping, installed in the adjacent Anchor Park or as otherwise determined applicable by the Public Works Director.

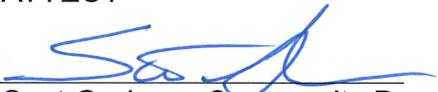
PASSED AND ADOPTED by the Morro Bay Planning Commission at a regular meeting thereof held on this 5th day of September, 2017, upon motion of Commissioner Lucas and seconded by Commissioner Sadowski on the following vote:

AYES: Lucas, Sadowski, Ingraffia, Luhr
 NOES: None
 ABSENT: None

ABSTAIN: None


Chairperson Gerald Luhr

ATTEST


Scot Graham, Community Development Director

The foregoing resolution was passed and adopted this 5th day of September, 2017.

PROJECT INFO.

ADDRESS: LEASE SITE: AREAS:
 945 EMBARCADERO 96 / 96W
 MORRO BAY, CA
 LEASE HOLDER:
 STAN VAN BEURDEN
 945 EMBARCADERO
 MORRO BAY, CA 93442
 93403

LOT AREA: (TOTAL) 3,407 SQ. FT.
 LAND LEASE AREA: 2,067 SQ. FT.
 WATER LEASE AREA: 1,340 SQ. FT.
 MAX. ALLOWABLE COVERAGE: 70% 2,385 SQ. FT.
 PROPOSED LOT COVERAGE: 65% 2,201 SQ. FT.
 PROPOSED ADDITION TO BLDG' FOOTPRINT: 71 SQ. FT.

EXISTING OCCUPANCY AREAS:
 RESTAURANT: 2,130 SQ. FT.
 OPEN TRASH AREA: 50 SQ. FT.
 OUTSIDE DINING (FRONT): 139 SQ. FT.
 PROPOSED OCCUPANCY AREAS:
 RESTAURANT: 2,130 SQ. FT.
 ENCLOSED TRASH AREA: 71 SQ. FT.
 OUTSIDE DINING (REAR): 140 SQ. FT.
 OUTSIDE DINING (FRONT): 139 SQ. FT.

EXISTING PARKING REQUIREMENTS:
 RESTAURANT DINING: 500 SQ. FT. 1/60 S.F. 8.33 SPACES
 OUTDOOR SEATING 139 SQ. FT - 125 = 14 S.F. 0.12 SPACES
 14 SQ. FT. 1/120 S.F. 0.12 SPACES
 TOTAL: 8.5 SPACES
 9 SPACES

PROPOSED PARKING REQUIREMENTS:
 RESTAURANT DINING: 780 SQ. FT. 1/60 S.F. 13.27 SPACES
 (LESS EMPLOYEE AREA AT BAR, ACCESS AREAS AT REAR DOOR AND RAMP)
 OUTDOOR SEATING (PUBLIC SEATING) 0 SPACES
 TOTAL: 13.27 SPACES
 13 SPACES
 13 SPACES PROVIDED
 WAIVER FOR 4 ADDITIONAL REQ'D SPACES
 CITY OF M.B. RESOLUTION 54-16

PROJECT DESC.

THIS PROJECT INVOLVES REMODELING AN EXISTING AREA OF THE RESTAURANT INTO DINING SPACE AT THE WEST SIDE OF THE BUILDING. ADD OUTSIDE PUBLIC SEATING TO THE WEST SIDE OF THE SITE, AND MODIFY THE WHARF AREA (REFERRED TO AS PIER AREA BY ENGINEER) TO CREATE AN ACCESSIBLE HARBORWALK AND REPAIR THE SEAWALL AND PILINGS ON THE WEST SIDE OF THE SITE.

PUBLIC WORKS NOTES

NO WORK SHALL OCCUR WITHIN (OR USE OF) THE CITY'S RIGHT OF WAY WITHOUT AN ENCROACHMENT PERMIT. ENCROACHMENT PERMITS ARE AVAILABLE AT THE CITY OF MORRO BAY PUBLIC WORKS DEPARTMENT LOCATED AT 955 SHASTA AVE. THE ENCROACHMENT PERMIT SHALL BE ISSUED CONCURRENTLY WITH THE BUILDING PERMIT.
 ANY DAMAGE TO CITY FACILITIES, I.E. CURB/BERM, STREET, SEWER LINE, WATER LINE, OR ANY PUBLIC IMPROVEMENTS SHALL BE REPAIRED AT NO COST TO THE CITY OF MORRO BAY.
 DUE TO MANDATORY WATER CONSERVATION REQUIREMENTS AND STORMWATER REQUIREMENTS NO PRESSURE WASHING IS ALLOWED UNLESS IT IS DIRECTLY DUE TO PROFESSIONAL PREPARATION OF EXTERIOR PAINTING OF PROPERTY. NO DISCHARGE OF NON STORMWATER IS ALLOWED INTO THE MUNICIPAL STORM DRAIN SYSTEM AND CONTRACTOR MUST PROVIDE MEASURES TO PREVENT ANY DISCHARGE FROM ENTERING THE STORMWATER SYSTEM.

FIRE DEPARTMENT NOTES

FIRE SPRINKLER COVERAGE SHALL BE EXTENDED TO INCLUDE THE FOLLOWING AREAS, IN ACCORDANCE WITH MORRO BAY MUNICIPLE CODE, SECTIONS 14.08.090 (L) (2), 14.08.090 (N), 14.52.060, CFC 3604, NFPA 13 AND NFPA 303:
 A. APPLICANT SHALL PROVIDE SPRINKLER COVERAGE BENEATH THE EXISTING PUBLIC ACCESS DECK.
 B. APPLICANT SHALL EXTEND SPRINKLER COVERAGE FOR PROTECTION OF PROPOSED NEW DINING AREA, NEW BAR AREA, AND NEW TRASH ENCLOSURE.
 APPLICANT SHALL SUBMIT PLANS FOR REQUIRED AUTOMATIC FIRE SPRINKLER SYSTEM PROTECTION TO MORRO BAY COMMUNITY DEVELOPMENT DIVISION FOR REVIEW.

C. P. PARKER ARCHITECT

CHRISTOPHER P. PARKER ARCHITECT
 630 QUINTANA RD. #330
 MORRO BAY, CA 93442-1965
 (805) 772-5700



CONSULTANTS

SSG
 SMITH STRUCTURAL GROUP, LLP
 811 El Capitan Way, Suite 240 | 805.439.2110
 San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR STAN VAN BEURDEN

945 EMBARCADERO
 MORRO BAY, CALIF.
 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

UPDATE PILES	09/19/17
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SHEET TITLE

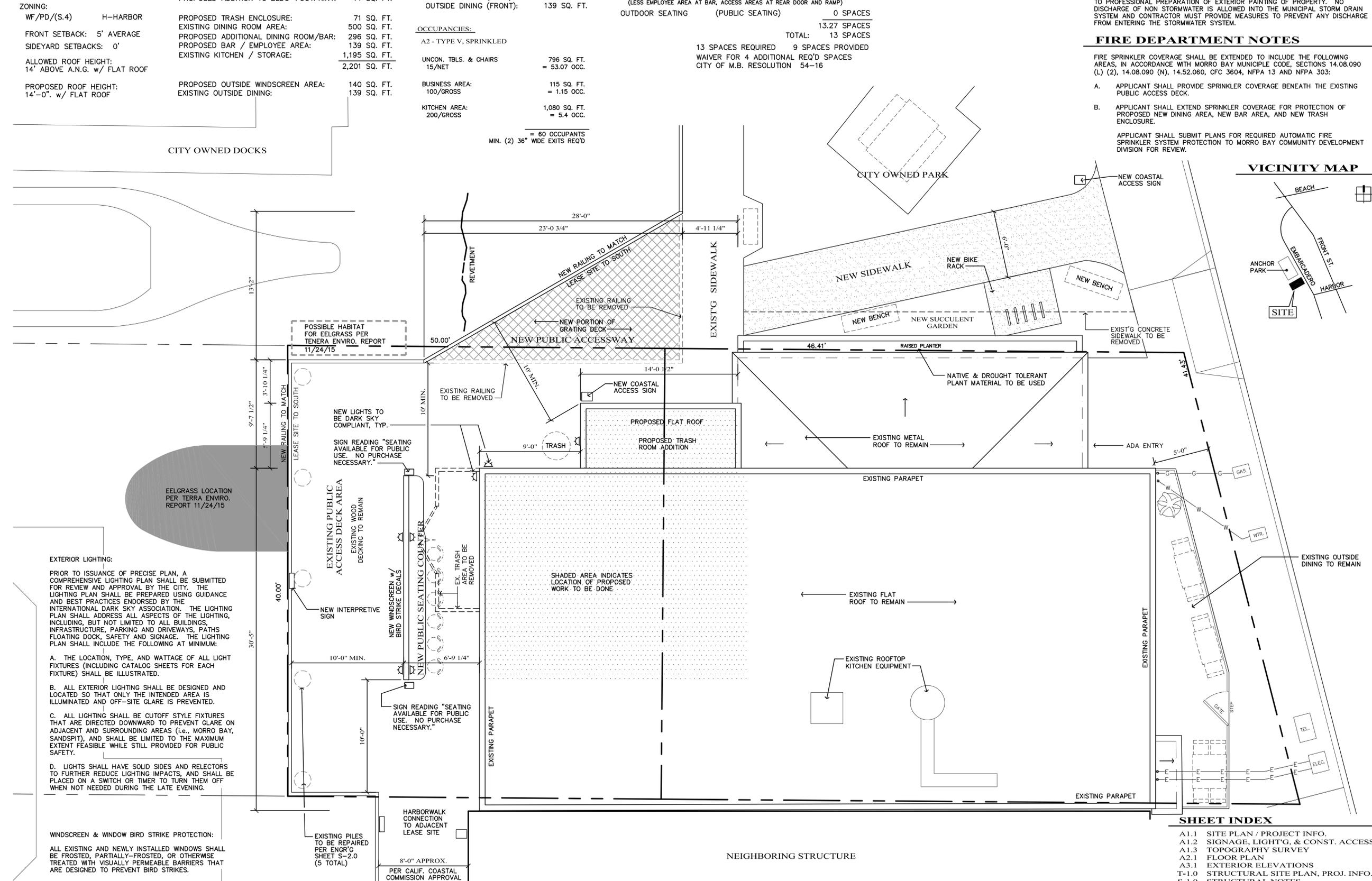
SITE PLAN PROJECT INFO

SHEET NO.

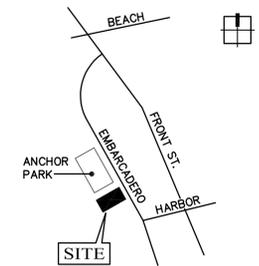
A1.1

SHEET INDEX

- A1.1 SITE PLAN / PROJECT INFO.
- A1.2 SIGNAGE, LIGHT'G, & CONST. ACCESS
- A1.3 TOPOGRAPHY SURVEY
- A2.1 FLOOR PLAN
- A3.1 EXTERIOR ELEVATIONS
- T-1.0 STRUCTURAL SITE PLAN, PROJ. INFO.
- S-1.0 STRUCTURAL NOTES
- S-1.1 STRUCTURAL NOTES
- S-1.2 STRUCTURAL NOTES
- S-1.3 PILE SPECIFICATIONS
- S-2.0 PILE REPAIR PLAN, SECTION, DTL'S



VICINITY MAP



EXTERIOR LIGHTING:
 PRIOR TO ISSUANCE OF PRECISE PLAN, A COMPREHENSIVE LIGHTING PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY. THE LIGHTING PLAN SHALL BE PREPARED USING GUIDANCE AND BEST PRACTICES ENDORSED BY THE INTERNATIONAL DARK SKY ASSOCIATION. THE LIGHTING PLAN SHALL ADDRESS ALL ASPECTS OF THE LIGHTING, INCLUDING, BUT NOT LIMITED TO ALL BUILDINGS, INFRASTRUCTURE, PARKING AND DRIVEWAYS, PATHS FLOATING DOCK, SAFETY AND SIGNAGE. THE LIGHTING PLAN SHALL INCLUDE THE FOLLOWING AT MINIMUM:
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WINDSCREEN & WINDOW BIRD STRIKE PROTECTION:
 ALL EXISTING AND NEWLY INSTALLED WINDOWS SHALL BE FROSTED, PARTIALLY-FROSTED, OR OTHERWISE TREATED WITH VISUALLY PERMEABLE BARRIERS THAT ARE DESIGNED TO PREVENT BIRD STRIKES.

SITE PLAN

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STAMPS



CONSULTANTS



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 811 El Capitan Way, Suite 240 | 805.439.2110
 San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

SHEET TITLE

SIGNAGE, LIGHT'G, & CONST. ACCESS

SHEET NO.

A1.2



PUBLIC SEATING SIGNAGE

TO BE LOCATED ON THE NORTHERN AND SOUTHERN EDGES OF THE NEW PUBLIC SEATING COUNTER LOCATED AT WEST SIDE OF LEASE SITE.

SIGNAGE SHALL BE 24" WIDE x 18" HIGH METAL SIGN WITH IMAGES MOUNTED FLAT TO STRUCTURE (OR 4x4 POST) WITH WHITE BACKGROUND AND BLUE LETTERING.



PUBLIC BOARDWALK SIGNAGE

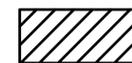
TO BE LOCATED AT THE NORTHERN AND SOUTHERN ENTRANCES TO THE HARBORWALK LOCATED AT THE WEST SIDE OF THE LEASE SITE.

SIGNAGE SHALL BE 24" WIDE x 18" HIGH METAL SIGN WITH IMAGES MOUNTED FLAT TO 4x4 POST WITH WHITE BACKGROUND AND BLUE LETTERING.

INTERPRETIVE SIGNAGE

AN INTERPRETIVE SIGN WITH CONTENT RELATING TO THE HISTORICAL NATURE OF MORRO BAY SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR.

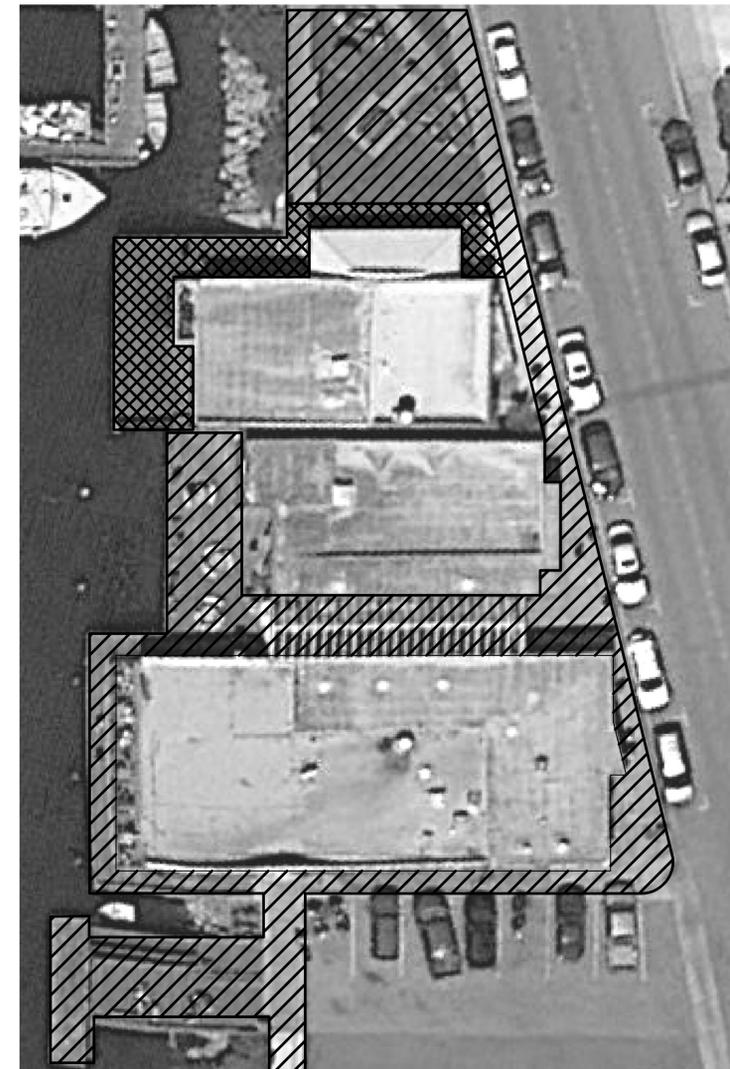
PUBLIC ACCESS - DURING CONST.



DEPICTS AREAS OF PUBLIC ACCESS OPEN DURING CONSTRUCTION



DEPICTS AREAS OF PUBLIC ACCESS CLOSED DURING CONSTRUCTION



EXTERIOR LIGHTING

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Outdoor Wall 1Lt
 49067OZ (Olde Bronze)



Dimensions	
Height	10.25"
Width	10.50"

Ordering Information	
Product ID	49067OZ
Finish	Olde Bronze
Available Finishes	OZ, OZ

Dimensions	
Extension	11.75"
Height from center of Wall opening	6.25"
Base Backplate	5.50 DIA
Weight	3.90 LBS

Specifications	
Material	Brass
Glass Description	Fresnel Lens

Electrical	
Voltage	120V

Qualifications	
Safety Rated	Wet
Dark Sky	Yes
Warranty	www.kichler.com/warranty

Primary Lamping	
Light Source	USE WITH LED BULB
Lamp Included	Not Included
Number of Lights/LEDs	1
Socket Type	Medium
Lamp Type	A19

Kichler
 7711 East Pleasant Valley Road
 Cleveland, Ohio 44131-8010
 Toll free: 866.558.5706 or kichler.com

Notes:
 1) Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.
 2) Incandescent Equivalent: The incandescent equivalent as presented is an approximate number and is for reference only.

KICHLER.

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(805) 772-5700

STAMPS



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San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

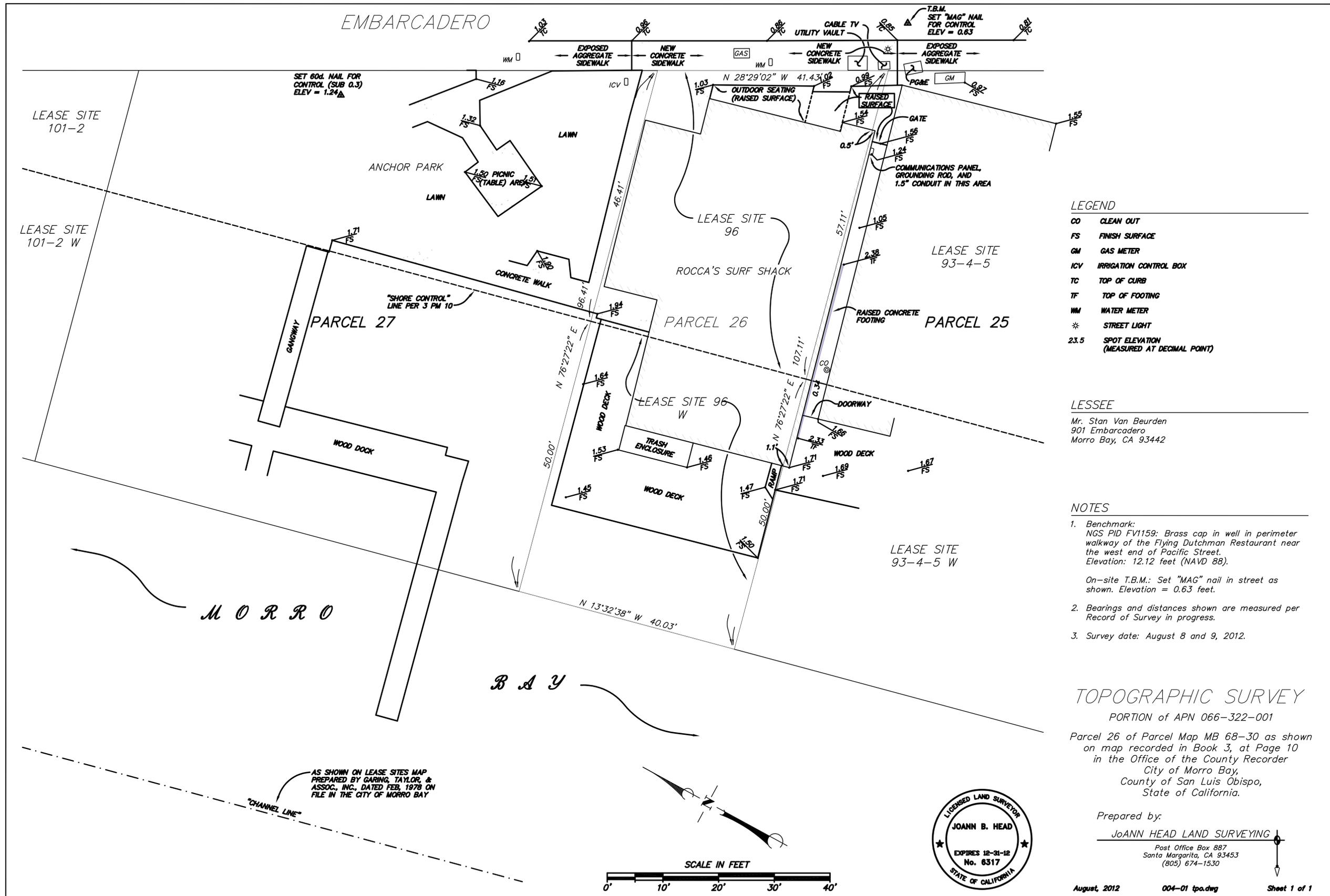
REVISIONS

SHEET TITLE

TOPOGRAPHY SURVEY

SHEET NO.

A1.3



EXISTING TOPOGRAPHY SURVEY

SCALE: 1/8" = 1'-0"

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PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

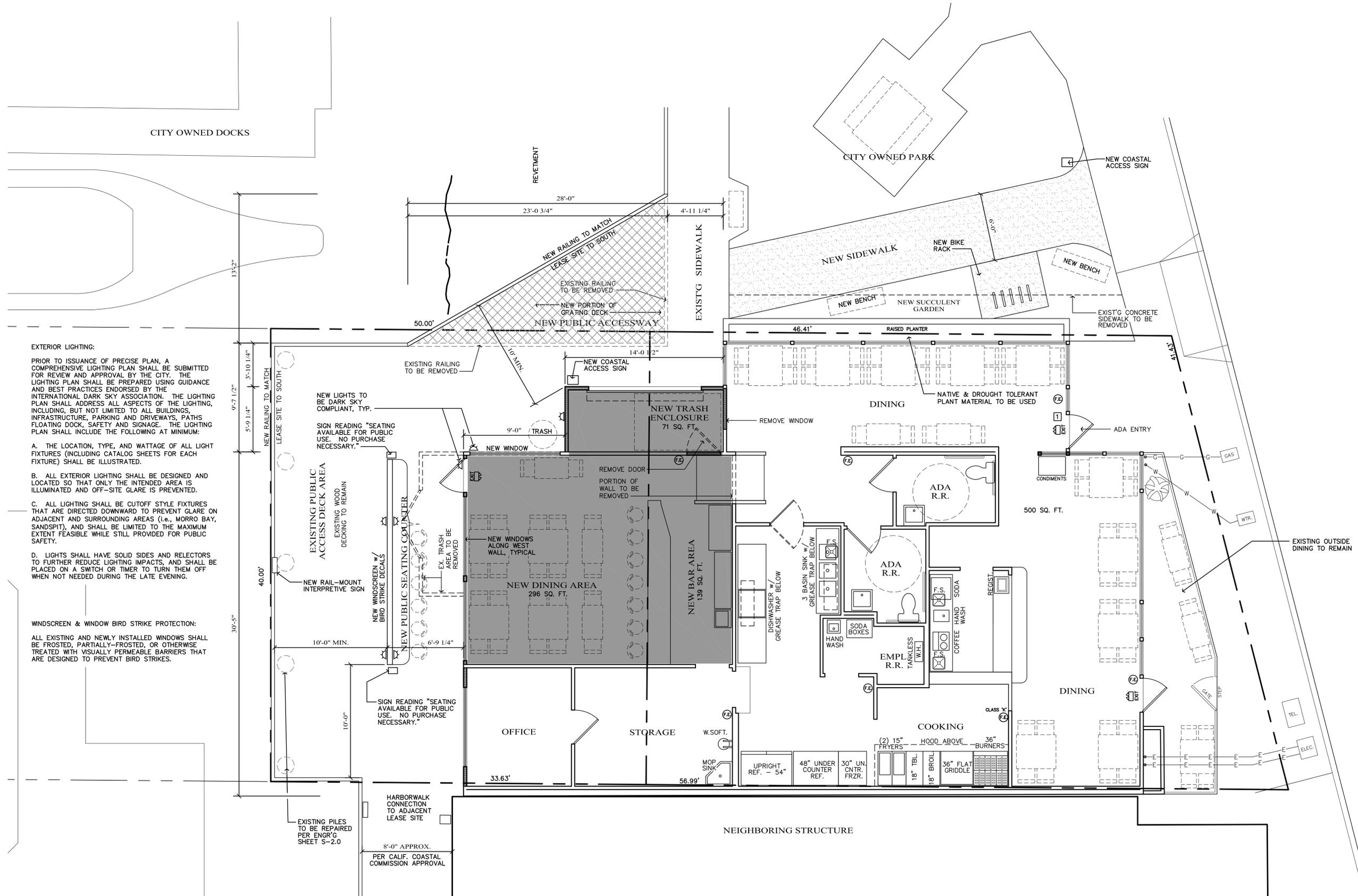
UPDATE PILES	09/19/17
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SHEET TITLE

FLOOR PLAN

SHEET NO.

A2.1



EXTERIOR LIGHTING:

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NEW FLOOR PLAN

SCALE: 1/4" = 1'-0"

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STAMPS



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 San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR

STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

UPDATE PILES	09/19/17
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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

A3.1

EXTERIOR FINISHES:

MATERIALS OF CEMENT SIDING, VINYL WINDOWS, TRIM BOARDS ALL TO MATCH THOSE MATERIALS AND COLORS THAT ARE CURRENT INSTALLED ON THE EAST SIDE OF THE EXISTING STRUCTURE.

NEW ROLL-UP DOOR TO BE PAINTED TO MATCH SIDING.

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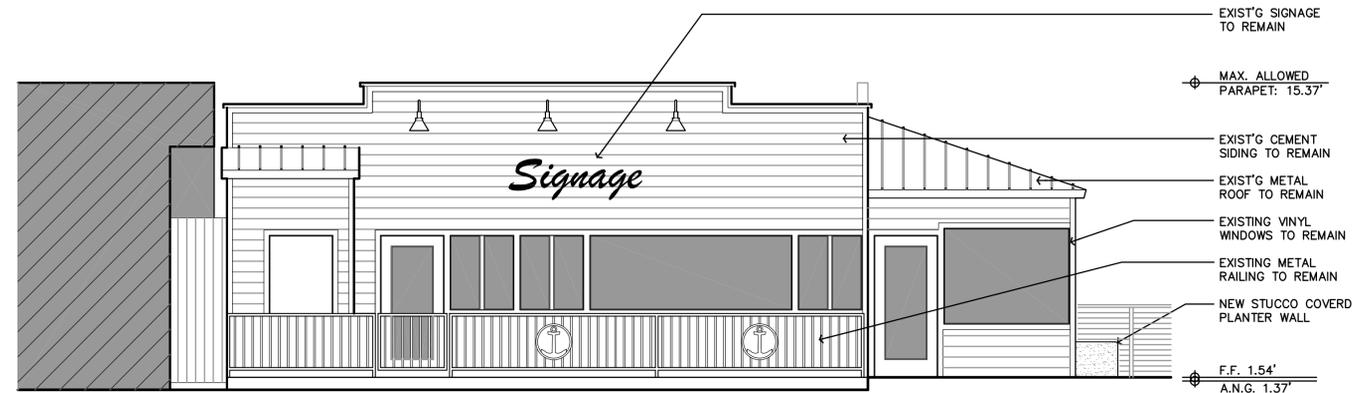
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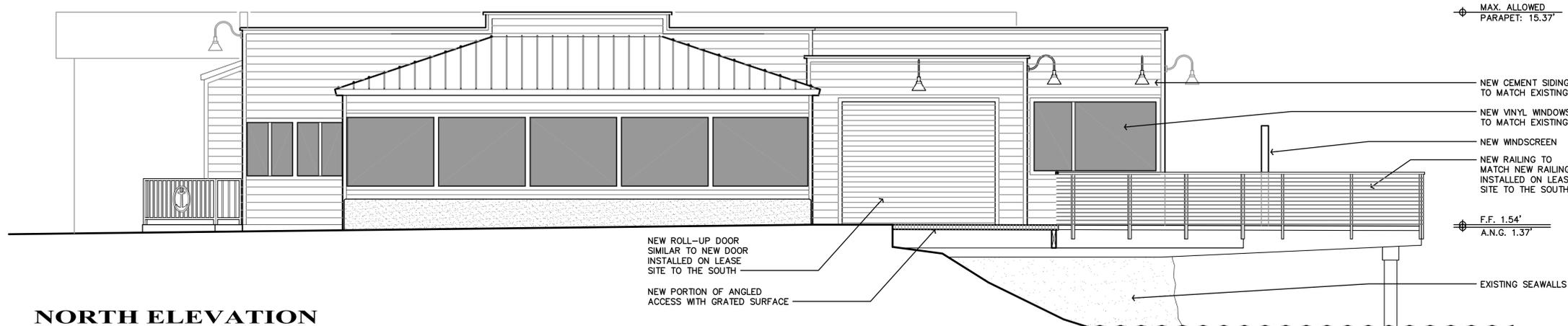
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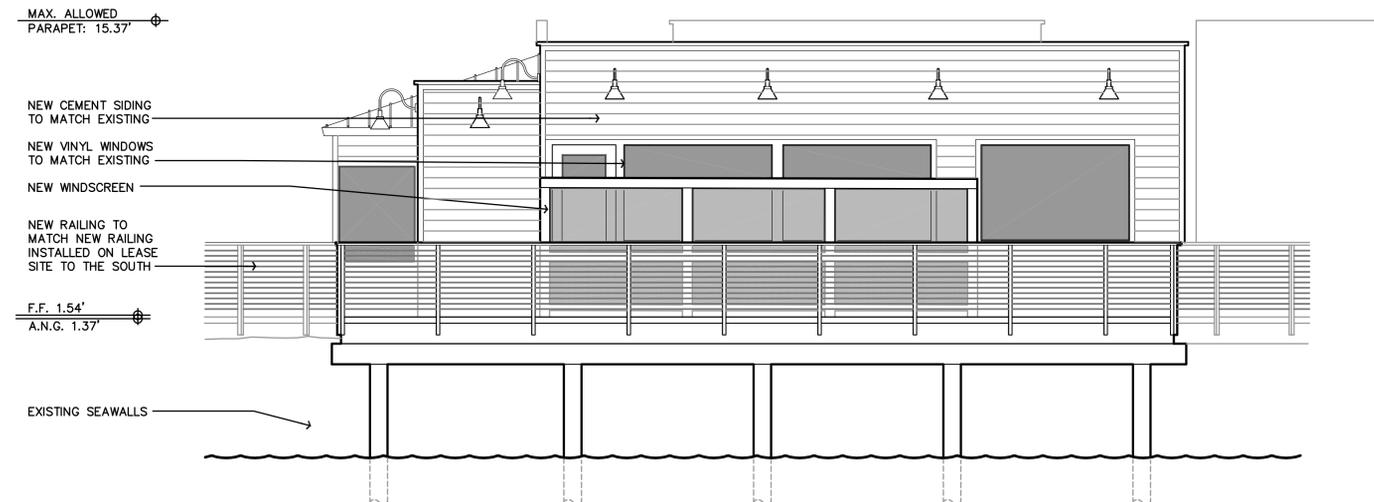
EAST ELEVATION

SCALE: 1/4" = 1'-0"



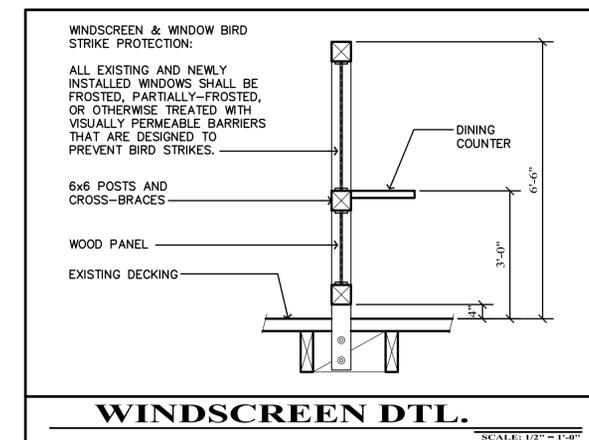
NORTH ELEVATION

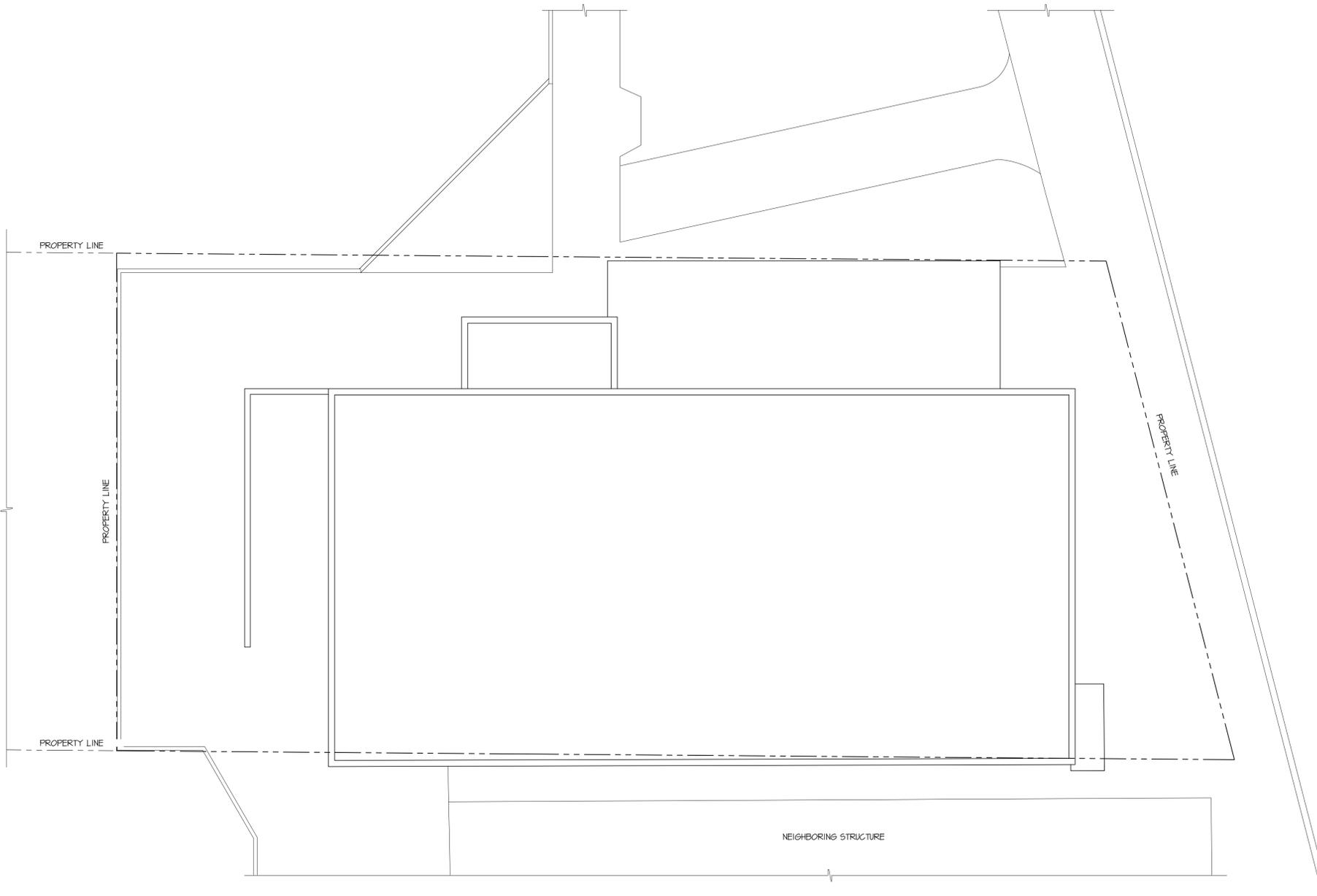
SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"





PROJECT INFO	
PROJECT DESCRIPTION THIS PROJECT IS FOR THE PIER REPAIR LOCATED AT 945 EMBARCADERO IN MORRO BAY, CA.	
SITE SUMMARY	
ADDRESS:	945 EMBARCADERO MORRO BAY, CA 93442
APN:	940-000-185

PROJECT DIRECTORY	
OWNER CITY OF MORRO BAY	
LEASE HOLDER STAN VAN BEURDEN 945 EMBARCADERO MORRO BAY, CA 93442	
STRUCTURAL ENGINEER SMITH STRUCTURAL GROUP, LLP 811 EL CAPITAN WAY, SUITE 240 SAN LUIS OBISPO, CA 93401 CONTACT: MICHAEL SMITH, P.E. CA LICENSE C35470 P: 805.439.2110 x101 F: 805.439.2125	

APPLICABLE CODES
2016 CALIFORNIA BUILDING CODE (2016 CBC)

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(805) 772-5700

STAMPS

CONSULTANTS



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811 El Capitan Way, Suite 240 | 805.439.2110
San Luis Obispo, CA 93401 | smithstructural.com



PROJECT

RESTAURANT REMODEL

FOR

STAN VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG S16226	09-105
Drawn By	JEN	
Dwg. Date	02/10/17	
Updated		
Scale	AS NOTED	

REVISIONS

SHEET TITLE

SITE PLAN PROJECT INFO

SHEET NO.

T-1.0

EXISTING OVERALL SITE PLAN

SCALE: 1" = 5'

CONSTRUCTION MATERIALS AND METHODS

Best Management Practices will be employed to ensure the Ocean's water quality is protected during construction as follows:

This project will take place on the Embarcadero in Morro Bay

Timing:

- Care shall be taken to schedule the repair work at the lowest possible tides so that repair work can be done above the water level.

Debris:

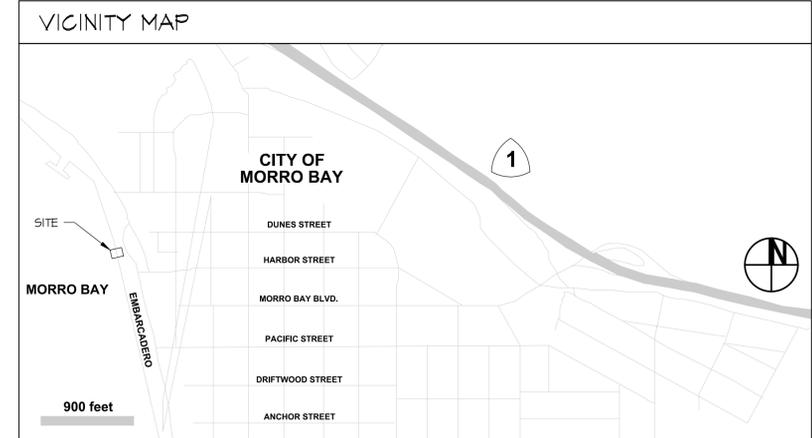
- Any debris created in relation to the construction site shall be deposited into a roll-off type dumpster and not piled on the ground in areas where winds or rains could carry the debris into the bay.
- Any debris that is piled for transport to the roll-off shall be done so in a defined area that will not allow winds or rains to carry into the bay.
- Floating barriers shall be used around the construction area to contain any possible debris.

Spills:

- Any equipment to be used onsite for the construction of the addition shall be in good condition with no oil or fuel leakage.
- Should any equipment begin to leak, that equipment shall be removed from site immediately and repaired or replaced.
- A spill kit shall be maintained onsite, for use in containing and cleaning up minor equipment spills. The kit will consist of Absorbent Granules.
- There shall be no equipment refueling without adequate containment and spill response equipment.

House Cleaning:

- Daily house cleaning of the site shall occur to keep debris contained in proper waste containers.
- Shop VACs shall be kept on site to assist with clean up
- Brooms, Shovels and Dust Pans shall be kept on site at all times to be available for clean-up



STRUCTURAL NOTES

GENERAL NOTES

- The following notes, typical details and schedules shall apply to all phases of this project unless otherwise shown or noted.
- Specific notes and details shall take precedence over general notes and typical details.
- All materials and workmanship shall conform to the minimum standards of the 2016 edition of the California Building Code (CBC) and such other regulating agencies exercising authority over any portion of the work. The contractor shall have a current copy of the CBC on the job site.
- The "Contract or Construction Documents" shall consist of these notes, details, schedules, plans, and drawings, as well as attached specifications.
- All specifications, including but not limited to materials and products, shall be those put forth in the "Contract or Construction Documents". No substitutions shall be permitted to be used or assumed to be used in the bidding or construction process without written approval by the Engineer of Record.
- The contractor shall examine the "Contract or Construction Documents" and shall notify the Architect or Engineer of Record of any discrepancies he may find before proceeding with the work.
- All information on existing conditions shown on drawings are based on best present knowledge available, but without guarantee of accuracy. The Contractor shall verify and be responsible for all dimensions and conditions of the site and shall notify the Architect or Engineer of Record of any discrepancies between actual site conditions and information shown on or in the "Contract or Construction Documents" before proceeding with work.
- The Contractor shall immediately notify the Architect or Engineer of Record of any condition which in his opinion might endanger the stability of the structure or cause distress of the structure.
- All work shall conform to the best practice prevailing in the various trades comprising work. The Contractor shall be responsible for coordinating the work of all trades.
- These "Contract or Construction Documents" represent the finished structure, and do not indicate the method of construction. The Contractor shall supervise and direct the work and shall be solely responsible for construction means, methods, techniques, sequences and procedures.
- Inspection and approval for fabricator's shops used for fabrication of structural load bearing members, components, materials or assemblies shall conform to CBC Section 1704.2.5.
 - Labeling (as required or specified) shall be provided in accordance with CBC Section 1703.5.
 - Evaluation and follow-up inspection services (as required or specified), shall conform to CBC Section 1703.6.
- The Contractor shall refer to the specifications for information not covered by these drawings and General Notes.
- The Contractor shall provide temporary bracing and shoring for all structural members as required for structural stability of the structure during all phases of construction.
- The Contractor shall take all steps necessary to ensure proper alignment of the structure after the installation of all structural and finish materials. This shall include any necessary preloading of the structure to determine final position of the completed work.
- Observation visits to the project site by field representatives of Architect and/or Engineer of Record (support services) shall not include inspections of safety or protective measures, nor construction procedures, techniques or methods. Any support services performed by Architect or Engineer of Record during any phase of construction, shall be distinguished from continuous and detailed inspection services (as required by any regulating governmental agency, e.g. the Authority Having Jurisdiction) provided by others. These support services, whether of material or work, are performed solely for the purpose of assisting in quality control and in achieving conformance with contract documents, but do not guarantee Contractor's performance and shall not be construed as supervision of construction.
- Provide openings and supports as required per typical details and notes for mechanical, plumbing and electrical equipment, vents, ducts, piping, etc. All mechanical, plumbing and electrical equipment shall be properly "sway braced" against lateral forces.
- These notes, details, drawings and specifications (Contract or Construction Documents) do not carry necessary provisions for construction safety. These documents and all phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the current California Occupational Safety and Health Act.
- Where any conflict occurs between the requirements of federal, state and local laws, codes, ordinances, rules and regulations, the most stringent shall govern.
- Refer to the Architectural Drawings to coordinate with Structural Drawings. Any discrepancy between these drawings shall be referred to the Architect or Engineer of Record for clarification before start of construction.
- Written dimensions shall have precedence over scaled dimensions.
- Drawings (notes, schedules, details and plans) shall have precedence over Structural Calculations.
- In the event that certain features of the construction are not fully shown on the drawings or called for in the General Notes or Specifications, then their construction shall be of the same character as for similar conditions that are shown or called for.
- The Contractor shall have a copy of the Project Soils Investigation on the job site.
- ASTM designation and all standards refer to the latest amendments.
- These structural "Contract or Construction Documents" shall not be modified without prior written approval of the Engineer of Record.
- Only structural working drawings approved by the Authority Having Jurisdiction are permitted to be used for construction on this project. All other drawings or documents are obsolete and are not permitted on the job site, nor shall they be used for any construction purposes. Contractors using unapproved drawings or documents are solely responsible for all work not performed in accordance with the "approved" drawings.
- Refer to Architectural Drawings for all fire protection requirements.

SHOP DRAWING AND CONTRACTOR SUBMITTAL REVIEW

- Shop Drawings or Contractor Submittals should be provided for the fabrication (or mixing) of the following (but not limited to) components or elements.
 - Concrete (and/or grout) mix designs
 - Structural steel
 - Reinforcing steel
 - Substitute or alternate materials
 - Formwork and shoring
 - File Repair System
- The Contractor shall be responsible for production and approval of all shop drawings.
- When the Contractor submits shop drawings or other submittals to Architect/Engineer of Record for review, submittal package shall contain sufficient copies that Architect/Engineer of Record may retain a complete copy of submittal package. In addition, the Contractor shall allow sufficient time to thoroughly review submittal package (10 working days, minimum).
- Review of Shop Drawings or Contractor Submittal by Architect/Engineer of Record does not in any way constitute approval of submittal package. Architect/Engineer of Record's review is for general conformance with the design concept and contract documents. Review shall not be construed as relieving the Contractor from compliance with the contract documents.

DEMOLITION NOTES

- Safety Note:
 - It is solely the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the State of California, latest edition, and all OSHA Requirements.
 - The Architect, Engineer of Record, and the Owner do not accept any responsibility for the Contractor's failure to comply with these requirements.
 - The Contractor shall be responsible for adequate design and construction of all forms. Forms shall also be adequately braced and shored.
- Shore beams where necessary to maintain the structural integrity of the existing structure.
- Notify the Engineer of Record of any discrepancies between the plans and existing structure.
- The Contractor is responsible for the design and location of all shoring.

FOUNDATION NOTES

- Basis: See Structural Design Values Chart
- Unexpected soil conditions: Allowable values and foundation design are based upon soil conditions shown by test borings. Actual soil conditions which deviate appreciably from that shown in the test borings shall be reported to the Project Soils Engineer immediately.
- See Project Soils Investigation for compaction, fill, backfilling, and site preparation requirements and procedures.
- Excavate to required depths and dimensions (as indicated in drawings and Project Soils Investigation), cut square and smooth with firm level bottoms. Care shall be taken not to over-excavate foundation at lower elevation and prevent disturbing of soils around higher elevation.
- Footings shall be poured in neat excavations, without side forms whenever possible.
- Carry all foundations to required depths into compacted fill or natural soil (as per Structural Plans and Details, and Project Soils Investigation).
- Foundations shall not be poured until all required reinforcing steel, sleeves, inserts, conduits, pipes, etc. and formwork is properly placed and inspected by the Authority having Jurisdiction.
- All foundation excavations shall be inspected and approved by Project Soils Engineer, prior to forming and placement of reinforcing or concrete.
- The sides and bottoms of excavations which are to have concrete contact must be moistened several times just prior to pouring upon them.
- De-water footings, as required, to maintain dry working conditions.

REINFORCING STEEL

- All reinforcing steel shall be deformed intermediate grade bars conforming to ASTM A615, Grade 60 ($f_y = 60$ ksi) unless noted otherwise.
- Reinforcing steel shall not be welded, unless specifically noted otherwise.
- Welding of reinforcing steel (where specifically noted or detailed) shall conform to ACI 318-14, Section 26.6.4 and AWS D1.4. Welded rebar shall be low-alloy steel conforming to ASTM A706.
- To hold reinforcing bars in their true position and prevent displacement, standard tie and anchorage devices must be provided. Placing of reinforcement shall conform to ACI 318-14 Section 26.6.2.
- Shop drawings for fabrication of any reinforcing steel shall be approved by Contractor and submitted to Architect or Engineer of Record, for their review, prior to fabrication.
- Refer to typical details for minimum splice length and minimum radius of bend of reinforcing steel.
 - All reinforcing steel splices shall be staggered 24", unless specifically noted or detailed otherwise.
 - All reinforcing bar bends shall be made cold.
- Fabrication, erection and placement of reinforcing steel shall conform to Concrete Reinforcing Steel Institute of Standard Practice.
- Reinforcing steel shall be clean of rust, grease or other material likely to impair bond.
 - Epoxy-coated reinforcement (where specifically noted or detailed) shall conform to ASTM A715.

CONCRETE

- All concrete shall have a minimum ultimate compressive strength (f'_c) as outlined below at 28 days. All concrete shall be regular weight (unless specifically noted otherwise).
 - Concrete for footings and slab on grade: 3,000 psi w/c = 0.50 max.
 - Concrete for piles: 3,000 psi w/c = 0.45 max.
- Maximum Fly Ash content shall be 15%, by weight, of total cementitious materials and shall conform to ASTM C618.
- All concrete work shall comply with CBC Chapter 19 and ACI 318-14 and latest edition of ACI Manual of Concrete Practice.
- Special Inspection (as required or specified) shall conform to CBC Chapter 17.
- Cement shall be portland cement Type III/V and shall conform to ASTM C150.
- Aggregates shall conform to ASTM C33, provide aggregates from a single source.
- Water shall conform to ASTM C194 and be potable.
- All splices are to be Class B unless specifically noted otherwise.
- Where not specifically detailed, the minimum concrete cover on reinforcing steel shall be:
 - Concrete cast against and permanently exposed to earth or weather: 3"
 - Concrete placed against forms, but exposed to earth or weather: 2"
 - Slabs, wall & joists, not exposed to earth or weather: 3/4"
 - Beams, girders & columns, not exposed to earth or weather: 1 1/2"
- Reinforcing bars larger than #8 are not permitted unless specifically detailed or noted otherwise.
- Location of all construction joints, other than specified, shall be approved by Architect/Engineer of Record prior to pouring. Construction joints shall be thoroughly air and water cleaned and heavily roughened so as to expose coarse aggregates. All surfaces to receive concrete shall be maintained continuously wet at least three hours in advance of pouring.
- All reinforcing steel, anchor bolts, dowels, inserts and any other hardware to be set in concrete shall be well secured in position prior to pouring of concrete.
- The Contractor shall obtain approval from Architect/Engineer of Record prior to placing sleeves, pipes, ducts, chases, coring and openings on or through structural concrete beams, walls, floors and roof slabs, unless specifically detailed or noted. All pipes or conduits passing through concrete members shall be sleeved with standard steel pipes. See typical detail for pipe through footing.

- Vibrate all concrete (including slabs on grade) as it is placed, with a mechanical vibrator operated by experienced personnel. The vibrator shall be used to consolidate the concrete, not transport it. Reinforcing and forms shall not be vibrated.
- Formwork design and removal shall conform to ACI 318-14 Section 26.11. Remove forms in accordance with the following minimum schedule:
 - Side forms of footings: Minimum 48 hours
 - Edge forms of slab on grade: Minimum 24 hours
 - Column forms: 72 hours & 70% of design strength

- Concrete shall not free fall more than six feet. Use tremie, pump or other approved methods.
- Concrete shall be maintained in a moist condition for a minimum of 5 days after placement.
- The Contractor may use concrete admixtures as a construction means and methods to execute "Contract or Construction Documents". Use of admixture is solely the responsibility of the Contractor.

- Mix designs shall be prepared by an approved testing laboratory, signed by a licensed engineer and shall be submitted to the Engineer of Record for approval.
- Only one grade of concrete shall be allowed on project site at any one time

- Concrete strength shall be verified by standard cylinder tests (in accordance with CBC Section 1705.3) made by an approved testing laboratory.
- Concrete placed when the air temperature has fallen to, or is expected to fall below 40° shall conform to ACI 318-14 Section 26.5.4, and ACI 306R-16.
- Concrete placed during hot weather shall conform to ACI 318-14 Section 26.5.5, and ACI 305R-14.
- Conduits and sleeves placed within structural concrete shall not be tied directly to structural reinforcement.
 - 1" concrete cover shall be maintained around all reinforcement.

STRUCTURAL DESIGN VALUES

All values reported are unfactored and strength level, unless noted otherwise	
Gravity Design Data	Value
Dead Loads:	
Roof Dead Load	15 psf
Deck Dead Load	30 psf
Exterior Wall Dead Load	15 psf
Live Loads:	
Roof Live Load (Reducible)	20 psf
Deck Live Load	100 psf
Deflection Criteria:	
Deck, Total Load	l/240
Deck, Live Load	l/360
Wind Design Data	
Value	
Design Wind Speed (3-sec gust), V_{ULT}	110 mph
Design Wind Speed (3-sec gust), V_{ASD}	85 mph
Risk Category	III
Importance Factor, I_w	1.25
Exposure Category	0
Applicable Internal Pressure Coefficient	+ 0.18
Design Wind Pressure(s) for Components & Cladding (Not specifically designed by the Registered Design Professional, and to be modified by applicable factors per ASCE 7)	$q_z =$
Earthquake Design Data	
Value	
Risk Category	III
Importance Factor, I_e	1.25
Mapped Spectral Response Accelerations	$S_w = 1.167g$ $S_s = 0.431g$
Site Class	D
Spectral Response Coefficients	$S_w = 0.804g$ $S_s = 0.451g$
Seismic Design Category	
D	
Geotechnical Design Data	
Value	
Allowable Soil Bearing Pressure (DL + LL)	
1500 psf	
Design Active Pressure, P_a	
35 pcF	
Design At-Rest Pressure, P_o	
55 pcF	
Design Passive Pressure, P_p	
100 pcF	
Design Coefficient of Friction, f_f	
0.25	

STRUCTURAL OBSERVATION

- Structural Observation is the visual observation of the structural system by a Registered Design Professional for general conformance to the approved construction documents at significant construction stages and at completion of the structural system. Structural Observation does not include or waive the responsibility for the inspection required by Section 110, 1104 or other Sections of the California Building Code.
- All Structural Observation shall be provided in accordance with CBC Sections 1702 and 1704.6.
- The owner shall employ the Engineer of Record to perform Structural Observation in accordance with CBC Section 1704.6. The Engineer of Record may designate another Engineer or Architect to perform Structural Observation.
- The contractor shall notify this office 48-72 hours in advance of requesting a Structural Observation.
- Structural Observation is required at significant construction stages and at completion of the structural system, as follows:
 - Footing excavations completed, footing reinforcing bars in-place, embedded items in place, mechanical, plumbing and electrical items in place and prior to concrete placement.
 - All structural work completed including the installation of mechanical, plumbing, and electrical items.
- The Structural Observer shall submit to the Authority Having Jurisdiction a written statement that the site visits have been made and identifying any structural deficiencies that, to the best of their knowledge, have not been resolved.

ABBREVIATIONS

A.B.	Anchor Bolt	ID	Inside Diameter
ABV.	Above	IN.	Inch, Inches
ACI	American Concrete Institute	INT.	Interior
ADDL	Additional		
ADJ.	Authority Having Jurisdiction	JST.	Joist
AHJ	American Institute of Steel Construction	ksi	Kips per Square Inch
AISC	American Institute of Steel Construction		
AITC	American Institute of Timber Construction	LL	Live Load
AOR	Architect of Record	LN	Lightweight
APA	American Plywood Association	L5L	Laminated Strand Lumber
		LVL	Laminated Veneer Lumber
APPROX.	Approximate(ly)	MAX.	Maximum
ASCE	American Society of Civil Engineers	MB	Machine Bolt
ARCH.	Architect, Architecture	MBM	Metal Building Manufacturer
ASTM	American Society of Testing and Materials	MECH.	Mechanical
		MSE	Mechanically Stabilized Earth
ATR	All Thread Rod	MFR.	Manufactured, Manufacturer
AWS	American Welding Society	MIN.	Minimum
		MPH	Miles per Hour
		MTL.	Metal
BLDG.	Building	(N)	New
BLK.	Block	N.T.S.	Not to Scale
BLKD.	Blocked		
BLKG	Blocking		
BM.	Beam		
B.O.	Bottom of _____	o.c.	On Center
BOT.	Bottom	o/	Over
BRG.	Bearing	OD	Outside Diameter
b/t	Between	OSB	Oriented Strand Board
		OSHPD	Office of State Health Planning and Development
CAC	California Administrative Code	OKSJ	Open Web Steel Joist
CANT.	Can't		
CBC	California Building Code	PEN.	Penetration
CIP	Cast-in-place	PL.	Plate
C-J	Control Joint	PLYND.	Plywood
C-JP	Complete Joint Penetration	PJP	Partial Joint Penetration
C	Centerline	psi	Pounds per Square Inch
CLS.	Ceiling	PSF	Pounds per Square Foot
CLR.	Clear	PSL	Parallel Strand Lumber (Paralam)
CNU	Concrete Masonry Unit		
COL.	Column	PEMB	Pre-Engineered Metal Building
CONC.	Concrete		
CONN.	Connection	PERF.	Perforated
CONST.	Construction	PTDF	Pressure Treated Douglas Fir
CONT.	Continue, Continuous	PW	Puddle Weld
Ø	Diameter		
P	Penny	Q.D.	Quality Assurance
DBL.	Double	Q.C.	Quality Control
DCW	Demand Critical Weld		
DET.	Detail	RBS	Reduced Beam Section
DEMO	Demolition	REDWOOD	Redwood
DF	Douglas Fir	REBAR	Reinforcing Bar
DIAG.	Diagonal	REINF.	Reinforcement
DL	Dead Load	RET.	Retaining
DSA	Division of State Architect	REQD	Required
DWGS.	Drawings	S.F.	Square Feet
		SHT.	Sheet
EA.	Each	SHTG	Sheathing
E.F.	Each Face	SIM.	Similar
ELEC.	Electric, Electrical	SIP	Structural Insulated Panel
ELEV.	Elevation	SJI	Steel Joist Institute
EMBED.	Embedded, Embedment	SLR5	Seismic Load Resisting System
EN.	Edge Nailing		
ENR	Engineer of Record	SM5	Square
EQ.	Equal	SS	Select Structural
EQUIP.	Equipment	STAAGD	Staggered
E.S.	Each Side	STD.	Standard
E.W.	Each Way	STL.	Steel
(E)	Existing	SW	Shearwall
EXT.	Exterior	SEOR	Structural Engineer of Record
FAB.	Fabricated		
FDN.	Foundation	T4B	Top and bottom
F.F.	Finish Floor	T4G	Tongue and Groove
FLR.	Floor	THRD	Threaded
F.O.	Face of _____	T.O.	Top of _____
FRMG.	Framing	TYP.	Typical
FT.	Foot,Feet		
FTG.	Footing	UNBLKD.	Unblocked
		UNO.	Unless Noted Otherwise
GA.	Gauge	URM	Unreinforced Masonry
GALV.	Galvanized		
GEOR	Geotechnical Engineer of Record	VERT.	Vertical
GLB	Glued-Laminated Beam	VIF	Verify in Field
GYP. BD.	Gypsum Board		
HDR.	Header	w/	With
HD.	Holdown	w/c	Water/Cement Ratio
HORIZ.	Horizontal	WD.	Wood
HSS	Hollow Steel Section	WP.	Working Point
HT.	Height	W5.M.F.	Welded Steel Moment Frame
		W55	Welded Steel Stud Weight
IBC	International Building Code	WT.	Welded Wire Mesh
ICC	International Code Council		
ICF	Insulated Concrete Form	WNM	

SYMBOLS

	Concrete Footing
	Existing Footing to Remain
	Cast-in-Place Drilled Concrete Pier -Refer to Schedule
	Elevation Reference
	Post, Column or Column Footing Reference -Refer to Schedules
	Reference Note
	Detail Number Reference
	Sheet Number Reference

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PROJECT

RESTAURANT REMODEL

FOR STAN VAN BURDEN

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 816226	09-1105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

STRUCTURAL NOTES

SHEET NO.

S-1.0

STRUCTURAL NOTES, CONTINUED

STRUCTURAL STEEL AND WELDING

- All structural steel construction shall conform to AISC 360-10 and AISC 341-10.
 - Fabrication of all structural steel shall be done in the shop of an approved fabricator. Inspection and approval for fabricator's shops used for fabrication of structural load bearing members, components, materials or assemblies shall conform to CBC Section 1704.2.5.
- All structural steel shall conform to the following specifications:
 - Angles, channels, plates, bars, rounds, and other miscellaneous shapes: Shall conform to ASTM A36 and shall have a minimum yield stress (F_y) of 36 ksi.
 - Wide-flange shapes: Shall conform to ASTM A992 and shall have a minimum yield stress (F_y) of 50 ksi.
 - Steel pipe columns: Shall be welded seamless pipe conforming to ASTM A53, Grade B, and shall have a minimum yield stress (F_y) of 35 ksi.
 - Structural tubes: Shall be ASTM A500, Grade B, and shall have a min. yield stress (F_y) of 46 ksi.
 - Round structural tubes: Shall be ASTM A500, Grade B, and shall have a min. yield stress (F_y) of 42 ksi.
- Special Inspection shall be provided for all structural steel and welding, in accordance with CBC Chapter 17.
- All structural steel shall be fabricated, erected and welded in accordance with AISC Specifications for Structural Steel Buildings (AISC 360-10) and Code of Standard Practice for Steel Buildings and Bridges (AISC 303-10).
- All welding shall be done by qualified and certified welders.
- No field welding permitted, unless specifically noted otherwise.
- Shop drawings for the fabrication of any structural steel shall be approved by the Contractor and submitted to Architect or Engineer of Record for their review, prior to fabrication.
- No holes other than those specifically detailed shall be allowed through structural steel members. Burning of holes is not permitted.
- All structural steel shall be painted one shop coat and field touched-up, as necessary, with approved "Zinc Rich" or other high quality exterior primer.
- All bolts shall conform to ASTM A307 (U.N.O.)
- All welding shall conform to "AWS D11 and D1.8" specifications for welding. (E-TOXX Electrodes).
- All headed studs (for concrete anchorage) shall be manufactured by "Nelson" or approved equal.
- Where fillet weld size is not indicated, use "AWS" minimum size based on the thickness of the thinner part being welded, as specified in AISC Specifications for Structural Steel Buildings (AISC 360-10), Section J2.2.
- All butt welds to be complete joint penetration, unless specifically noted otherwise.
- Welder qualification requirements, welding procedure and welding electrodes for all structural steel (except structural sheet steel, see steel decking) shall conform to CBC Sections 1705.2.1 and 2204.1.
- Provide hot dip galvanizing or 3" minimum concrete cover around all structural steel below grade.
- Structural steel embedded into concrete or masonry shall be unpainted.
- ASTM A1852 bolts are an acceptable substitution for A325 bolts.

WOOD

- Lumber grades, minimum (INO): Douglas Fir-Larch

2x studs, blocking & plates: bearing walls	No. 2 or better
non-bearing walls	Construction or better
2x joists	No. 2 or better
4x beams	No. 2 or better
6x beams: exposed (int/ext)	Select Structural better
non-exposed	No. 1 or better
4x posts	No. 2 or better
6x posts	No. 1 or better
- Foundation sill plates shall be California Redwood (close grain) or preservative-treated (see CBC Section 2303.1.4) Douglas Fir. Refer to Project shear wall schedules and foundation plan for anchor bolt size and spacing.
- Rated sheathing shall be Structural I with exterior glue, as graded by the APA.
 - Rated sheathing shall conform to CBC Section 2303.1.5
 - OSB shall conform to United States Product Standard PS 1 OR PS 2.
- All sawn lumber or timber shall conform to CBC Section 2303.1.1.
- Maximum moisture content for all structural members shall not exceed 19% (unless specifically noted otherwise).
- Treat faces of all cut preservative treated lumber.

WOOD FASTENERS

- Nailing for framing shall be with 'common' nails (U.N.O.).
- Lag screws shall be screwed into predrilled holes. Clearance hole for the shank portion and lead hole for threaded portion shall be drilled in accordance with NDS-15 Section 12.1.4.
- Bolts (bolt head and nut) shall have standard cast iron malleable iron washers (unless used with metal side plates or angles).
- Bolt holes through lumber shall be drilled $\frac{1}{16}$ " larger than bolt diameter.
- All bolts shall conform to ASTM A307.
- Bolt tightening: Take up snug and re-tighten at the latest practicable time during construction.
- Nails shall not be driven closer than $\frac{1}{2}$ of their length, not closer to the edge of the member than $\frac{1}{4}$ length, except for sheathing.
- Sub-bore when nails tend to split wood. Sub-bore for 20d and larger nails. Drill diameter shall be 0.75 times nail diameter.
- Fasteners in preservative-treated lumber shall be stainless steel, silicon bronze, copper or hot-dip zinc coated galvanized steel fasteners.
 - Zinc-coated fasteners shall conform to ASTM A653, Type 6185.

CARPENTRY/FRAMING

- Carpentry and framing shall conform to CBC Section 2304.
 - Refer to Fastener Schedule included in the Structural Notes
- Metal framing angles, anchors, clips, straps, ties, holdowns, etc. shall be manufactured by Simpson Strong-Tie Co. or an approved equal.
- Rated sheathing used in roofs, floors and decks, shall be placed with face grain perpendicular to supports. Rated sheathing sheets shall be staggered.
- Face nail all double (and triple) 2x studs and joists together with 16d @ 12" o.c., stagger nails.
- Unless noted otherwise, the minimum sill plate bolting shall be $\frac{3}{8}$ " diameter x 10" anchor bolt @ 4'-0" o.c. There shall be a minimum of two bolts per plate with one bolt within 6" to 12" of each end of plate. Refer to Wood Note #2 and Wood Fasteners Note #1.
- Interior non-bearing, non-shear, stud wall sill plates may be secured to concrete slabs with "Hilti" type X-U (with 1" minimum embedment) shot pins @ 16" o.c. with steel washers. Installation shall conform to ICC-ES ESR-2264.
- In general, sheathing panel edges (for shear walls, roofs, floors and decks) shall bear on framing members (2x minimum).
 - Place beams with natural camber upward.
- Provide continuous double 2x wall width (2x4, minimum) plates at top of all bearing walls and 2x wall width bottom or sill plate at bottom of wall. Unless otherwise specifically noted or detailed splices in continuous double 2x top plates shall be lapped 4'-0" (minimum) with 16d @ 6" o.c. (staggered).
- Where wood stud walls abut concrete or masonry walls, the end stud (PTDF or Redwood) shall be bolted to concrete/masonry with $\frac{3}{8}$ " diameter A.B. (with embedment of $\frac{3}{4}$ wall thickness) 12" from top and bottom of stud and at 4'-0" o.c. The bolts shall be centered on the stud.
- Provide 2x solid blocking between all joists and rafters at all supports and under all partitions. Provide double 2x joists directly below all interior partition where framing is parallel. Provide 2x solid blocking (or approved bridging) at 8'-0" o.c. between 2x12 and larger joist and rafters. Blocking shall be full depth of joists and rafters.
- No structural members (joists, plates, studs, beams, columns, girder, post, truss, etc.) shall be notched, cut or drilled (except for those holes required for bolting) unless specifically noted (Refer to notes #13 and #14 below) or detailed otherwise, or with written approval from Architect/Engineer of Record.
- Holes and notches in joists:
 - Notching at the ends of roof or ceiling joists shall not exceed one-fourth the joist depth. Notches in the top & bottom of joists (2x, sawn lumber) shall not exceed one sixth the depth and shall not be located in the middle third of the span.
 - Holes bored in joists shall not exceed one third of joist depth and shall be located within middle $\frac{1}{3}$ of span and within the middle third of joists depth (2" minimum clear top and bottom).
- Holes and notches in studs, plates and sills: Bored holes may be placed in studs, plates and sills provided they are accurately centered about stud, spaced a minimum of 12" apart and hole diameter does not exceed 25% of stud width. Studs may be notched provided notch depth does not exceed 25% of stud width. When bored hole exceeds 25% of stud width, reinforce plate, sill or studs as follows:
 - Plates: $1\frac{1}{2}$ " x $\frac{1}{8}$ " strap each side of plate nailed with 6-16d nails each side of hole. Holes over 40% of the plate width are not permitted in any plate. Any pipe or conduit requiring a hole larger than 40% of the plate width shall be brought to the attention of the engineer immediately.
 - Sills: Splice in a manner similar to plates above, at holes between 25% and 40% of sill width. Sills may be completely cut on each side of a pipe or conduit provided an additional anchor bolt or 6-16d is placed within 9" of the end of the sill, each side of the pipe or conduit.
 - Studs: Block on each side of stud with block of same material and dimension as stud; extend 2" stud widths each side of hole and provide 3-16d nails to stud each side of hole. Bored holes greater than 40%, but less than 60% of the width of the stud are permitted, where each stud is doubled and not more than two successive double studs are so bored and each bored stud is reinforced as above.
 - Bored holes shall not be located at the same section of stud as a cut or notch.
- Rated sheathing shear walls shall be constructed in accordance with CBC Section 2306.3. No openings are allowed in shear walls, unless specifically noted or detailed.
- Provide 3"x3"x $\frac{1}{4}$ " steel plate washers at anchor bolts at all structural walls.
- Framing around flues and chimneys shall conform to CBC Section 2304.5.
- Pipes in walls shall conform to CBC Section 2308.5.B.

WOOD POLE/PILE SPECIFICATIONS

- Wood pole/pile description:
 - All wood pole/pile shall be pacific coast Douglas Fir round timber pole/pile.
 - All wood pole/pile shall conform to CBC Section 1810.3.2.4 and ASTM D25.
 - All wood pole/pile shall be preservative-treated in accordance with CBC Section 1810.3.2.4.1. Preservative treatment process and preservative shall be approved by Project Soils Engineer.
- Provide special inspection in accordance with CBC Section 1705.7 and Table 1705.7.
- Inspection and quality:
 - All wood pole/pile shall be inspected by the Project Soils Engineer for conformance with these notes and specifications. The Contractor shall allow sufficient time for such inspections.
 - The Project Soils Engineer and Engineer of Record shall have the right to reject any wood pole that does not conform to these notes and specifications or is in their opinion defective to a degree that would inhibit said pole from developing the design load with an appropriate factor of safety.
 - Wood pole/pile shall be sound wood and free of decay and insect attack.
 - Wood pole/pile placement operations shall be continuously inspected by Project Soils Engineer (see also drilled caisson/pier notes).
- Pole/pile Lengths:
 - No wood pole/pile shall be shorter than ten (10) feet.
 - No wood pole/pile shall be longer than forty (40) feet. Written notice from the Engineer of Record is required, if it is necessary to use wood pole/pile longer than forty (40) feet.
- Pole/pile Size:
 - The diameter of the wood pole/pile shall conform (equal to or greater than) to applicable wood pole/pile details.
- Pole/pile Alignment:
 - Vertical wood pole/pile shall not vary more than two (2) percent from vertical plumb position.
 - Wood pole/pile shall be centered within drilled caisson/pier.
- Protection:
 - Use of all means necessary to protect wood pole/pile before, during, and after installation, is required.
- Replacements:
 - In the event of damage, all repairs and replacements shall be made subject to the Project Soils Engineer, Engineer of Record and Architect's approval.
- Splices:
 - Splices in wood pole/pile are not permitted unless specifically noted, or detailed otherwise.

FASTENING SCHEDULE (CBC T2304.9.1)		
Connection	Fastening	Location
1. Blocking between joists or rafters to top plate	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail, each end
2. Ceiling joists to plate	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail
3. Ceiling joists, laps over partitions	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") minimum, Table 2308.7.3.1 4 - 3"x0.131" Nails	Face nail
4. Ceiling joists to parallel rafters	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") minimum, Table 2308.7.3.1 4 - 3"x0.131" Nails	Face nail
5. Collar tie to rafter	3 - 10d Common (3"x0.148") 4 - 3"x0.131" Nails	Face nails
6. Rafter to plate	3 - 10d Common (2 $\frac{1}{2}$ "x0.131") 4 - 3"x0.131" Nails	Toenail
7. Roof rafter to 2x ridge board	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
8. Jack rafter to hip	3 - 10d Common (3"x0.148") 4 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 1/2"x0.162") 3 - 3"x0.131" Nails	End nail
9. Built-up corner studs	16d Common (3 $\frac{1}{2}$ "x0.162") @ 24" o.c. 3"x0.131" Nails @ 16" o.c.	Face nail
10. Built-up header, two pieces	16d Common (3 $\frac{1}{2}$ "x0.162") @ 16" o.c.	Face nail
11. Continuous header to stud	4 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Toenail
12. Double top plates	16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 3"x0.131" Nail @ 12" o.c. 8 - 16d Common (3 $\frac{1}{2}$ "x0.162") 12 - 3"x0.131" Nails	Typical face nail Lap splice, minimum 24" lap
13. Double studs	16d (3 $\frac{1}{2}$ "x0.162") @ 24" o.c. 3"x0.131" Nail @ 16" o.c.	Face nail
14. Sole plate to joist or blocking	16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 3"x0.131" Nails @ 8" o.c.	Typical face nail
15. Sole plate to joist or blocking at braced wall panel	2-16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 4 - 3"x0.131" Nails @ 16" o.c.	Braced wall panels
16. Stud to sole plate	4 - 8d Common (2 $\frac{1}{2}$ "x0.131") 4 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
17. Top plate to stud	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
18. Top plates, laps and intersections	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	Face nail
19. 1" diagonal brace to each stud and plate	2 - 8d Common (2 $\frac{1}{2}$ "x0.131") 2 - 3"x0.131" Nails	Face nail
20. 1"x8" sheathing to each bearing	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
21. Wider than 1"x8" sheathing to each bearing	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
22. Joist to sill or girder	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail
23. Rim joist to top plate	8d (2 $\frac{1}{2}$ "x0.131") @ 6" o.c. 3"x0.131" Nail @ 6" o.c.	Toenail
24. 1"x6" subfloor or less to each joist	2 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
25. 2" subfloor to joist or girder	2 - 16d Common (3 $\frac{1}{2}$ "x0.162")	Blind and face nail
26. 2" planks	16d Common (3 $\frac{1}{2}$ "x0.162")	At each bearing
27. Built-up girder and beams	20d Common (4"x0.142") 32" o.c. 3"x0.131" Nail @ 24" o.c. 2 - 20d Common (4"x0.142") 3 - 3"x0.131" Nail	Face nail at top and bottom staggered on opposite sides Face nail at ends and at each splice
28. Ledger strip	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") 4 - 3"x0.131" Nails	Face nail
29. Joist to band joist	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") 4 - 3"x0.131" Nails	End nail
30. Bridging to joist or blocking	2 - 8d Common (2 $\frac{1}{2}$ "x0.131") 2 - 3"x0.131" Nails	Toenail each end
31. Wider than 1"x6" subfloor to each joist	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail

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PROJECT

RESTAURANT REMODEL

FOR STAN VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG S16226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

STRUCTURAL NOTES

SHEET NO.

S-1.1

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PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BURDEN

945 EMBARCADERO MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 161226	09-105
Drawn By	JEN	
Dwg. Date	02/10/17	
Updated		
Scale	AS NOTED	

REVISIONS

SHEET TITLE

STRUCTURAL NOTES

SHEET NO.

S-1.2

SPECIAL INSPECTION

GENERAL NOTES		
1. All Special Inspection shall be provided in accordance with CBC Section 1704 and 1705.		
2. Where Special Inspection is required, all inspection or testing shall be provided by an "approved agency" in accordance with CBC Section 1702.1, 1703.1 and 1704.1.		
3. Special Inspectors shall keep records of inspections. The Special Inspector shall furnish inspection reports to the Authority Having Jurisdiction, and to the Architect or Engineer of Record. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Authority Having Jurisdiction and to the Architect or Engineer of Record prior to the completion of that phase of work. A final report documenting required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the Authority Having Jurisdiction prior to the start of work.		
4. Special Inspectors shall be approved by local Authority Having Jurisdiction in accordance with CBC Section 1704.2.1.		
5. Local Authority Having Jurisdiction may require Special Inspection for "Special Cases" in accordance with CBC Section 1705.1.1		
6. Contractor's responsibility: Each contractor responsible for the construction of a Main Lateral-Force-Resisting System, listed in the Statement of Special Inspection shall submit a written statement of responsibility to the Authority Having Jurisdiction and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following: A. Acknowledgement of awareness of the special requirements contained in the statement of special inspections; B. Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the Authority Having Jurisdiction; C. Procedures for exercised control within the contractor's organization, the method and frequency of reporting and the distribution of the reports; and D. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.		
7. Refer to Special Inspection requirements by other disciplines not included herein.		
SOILS ^a		
Verification and Inspection	Continuous	Periodic
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.		✓
2. Verify excavations are extended to proper depth and have reached proper material.		✓
3. Perform classification and testing of compacted fill materials.		✓
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	✓	b
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.		✓
Notes: Soils a. CBC Section 1705.6 and Table 1705.6 b. With the approval of the Authority Having Jurisdiction and the recommendation of the Geotechnical Engineer of Record, Special Inspection of grading operations may be periodic per CBC Section 1704.2, Exception 1.		
STRUCTURAL WOOD ^{ab}		
Verification and Inspection	Continuous	Periodic
1. Nailing, anchoring and other fastening of components within the Main Lateral Force-Resisting system, including shearwalls, wood diaphragms, drag struts, and holdowns (required for nail or screw spacing of 4" o.c. or less)		✓
Notes: Structural Wood a. CBC Section 1705.5, 1705.11.1 and 1705.12.2 b. The Special Inspection of Structural Wood may be satisfied by Structural Observation performed by the Designated Registered Design Professional		

STEEL CONSTRUCTION ^{ab}		
Verification and Inspection	Continuous	Periodic
Required verification and inspection of steel construction		
1. Material verification of structural steel, cold-formed steel deck, high-strength bolts, nuts and washers:		
a. For structural steel, identification markings to conform to AISI 360, or ASTM Standards Specified in approved Construction Documents. Manufacturer's certificate of compliance required.		✓
2. Material verification of structural steel or cold-form steel deck:		
a. Identification markings to conform to ASTM standards specified in the approved construction documents.		✓
b. Manufacturer's certified test reports.		✓
3. Inspection of high-strength bolting:		
a. Snug-tight joints		✓
b. Pretensioned and slip-critical joints using turn-of-nut with matchmarking, twist off bolt or direct tension indicator methods of installation		✓
c. Pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation	✓	
4. Material verification of weld filler materials:		
a. Identification markings to conform to AWS specification in the approved Construction Documents		✓
b. Manufacturer's certificate of compliance required		✓
5. Inspection of welding:		
a. Structural steel and cold formed steel deck:		
1) Complete and partial joint penetration groove welds	✓	
2) Multi-pass fillet welds	✓	
3) Single-pass fillet welds > 3/8"	✓	
4) Plug and slot welds	✓	
5) Single-pass fillet welds ≤ 3/8"		✓
b. Reinforcing steel: ^d		
1) Verification of weldability of reinforcing steel other than ASTM A106.		✓
3) Shear reinforcement	✓	
4) Other reinforcing steel		✓
6. Inspection of steel frame joint details for compliance:		
a. Details such as bracing and stiffening		✓
b. Member locations		✓
c. Application of joint details at each connection		✓
Inspection tasks prior to welding		
1. Welding procedure specifications (WPSs) available	✓	
2. Manufacturer certifications for welding consumables available	✓	
3. Material identification (type/grade)		✓
4. Welder identification system ^e		✓
5. Fit-up of groove welds (including joint geometry) Joint preparation, dimensions, cleanliness, tacking, backing type and fit		✓
6. Configuration and finish of access holes		✓
7. Fit-up of fillet welds Dimensions, cleanliness, tacking		✓
8. Check welding equipment		
Inspection tasks during welding		
1. Use of qualified welders		✓
2. Control and handling of welding consumables Packaging, exposure control		✓
3. No welding over cracked tack welds		✓
4. Environmental conditions Wind speed within limits, precipitation and temperature		✓

STEEL CONSTRUCTION, CONTINUED		
Verification and Inspection	Continuous	Periodic
Inspection tasks during welding (Continued)		
5. WPS followed Settings on welding equipment, travel speed, selected welding materials, shielding gas type/flow rate, preheat applied, interpass temperature maintained min/max, proper position (F, V, H, OH)		✓
6. Welding techniques Interpass and final cleaning, each pass within profile limitations		✓
Inspection tasks after welding		
1. Welds cleaned		✓
2. Size, length and location of welds	✓	
3. Welds meet visual acceptance criteria Crack prohibition, weld/base-metal fusion, crater cross section, weld profiles, weld size, undercut, porosity	✓	
4. Arc strikes	✓	
5. k-Area ^f	✓	
6. Backing removed and weld tabs removed (if required)	✓	
7. Repair activities	✓	
8. Document acceptance or rejection of welded joint or member	✓	
Inspection tasks prior to bolting^g		
1. Manufacturer's certifications available for fastener materials	✓	
2. Fasteners marked in accordance with ASTM requirements		✓
3. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane)		✓
4. Proper bolting procedure selected for joint detail		✓
5. Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements		✓
6. Pre-installation certification testing by installation personnel observed and documented for fastener assemblies and methods used		✓
7. Proper storage provided for bolts, nuts, washer and other fastener components		✓
Inspection tasks during bolting		
1. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required		✓
2. Joint brought to the snug-tight condition prior to the pretensioning operation		✓
3. Fastener component not turned by the wrench prevented from rotating		✓
4. Fasteners are pretensioned in accordance with the RCSC specification, progressing systematically from the most rigid point toward the free edges, see Minimum Bolt Pretension table below		✓
Inspection tasks after bolting		
1. Document acceptance or rejection of bolted connections	✓	
Notes: Steel Construction a. CBC Section 1705.2 and Table 1705.2.2 b. CBC Section 1707.11.1 c. AWS D1.3 d. AWS D1.4, ACI 318: Section 35.2 e. The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type. f. When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 inches of the weld g. All methods of installation for high strength bolts shall require verification of pre-tension by a Skidmore-Welch calibrator for each batch or source of bolts used (see minimum pre-tension chart below).		
Minimum Bolt Pretension (kips)		
Bolt size, inches	Group A (A325, etc.)	Group B (A490, etc.)
1/2" Diameter	12	15
3/8" Diameter	19	24
3/4" Diameter	28	35
7/8" Diameter	39	49
1" Diameter	51	64
1 1/8" Diameter	56	80
1 1/4" Diameter	71	102
1 3/8" Diameter	85	121
1 1/2" Diameter	103	148

CONCRETE CONSTRUCTION ^{ab}		
Verification and Inspection	Continuous	Periodic
1. Inspection of reinforcing steel including prestressing tendons, and placement. ^c		✓
2. Inspection of reinforcing steel welding in accordance with Table 1705.2.2, Item 3b. ^d		✓
3. Inspection of anchors post installed in hardened concrete members. ^{h,p}		✓
4. Inspection of anchors post installed in hardened concrete members. ^{h,p}		✓
5. Verifying use of required design mix. ^g		✓
6. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. ^h	✓	
7. Inspection of concrete and shotcrete placement for proper application techniques. ^h	✓	
8. Inspection for maintenance of specified curing temperature and techniques. ^j		✓
9. Inspection of prestressed concrete. ^k a. Application of prestressing forces b. Grouting of bonded prestressing tendons in the Seismic Force-Resisting System	✓	
10. Erection of precast concrete members. ^l		✓
11. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs. ^m		✓
12. Inspect formwork for shape, location and dimensions of the concrete member being formed. ⁿ		✓
Notes: Concrete Construction a. Where applicable, see also CBC Section 1705.12, Special Inspections for seismic resistance b. Specific requirements for Special Inspection shall be included in the research report for the anchor issued by an approved source in accordance with ACI 318-14 Section 17.8.2 or other requirements. Where specific requirements are not provided, Special Inspection requirements shall be specified by the Registered Design Professional and shall be approved by the Building Official prior to the commencement of the work. c. ACI 318: Ch. 20, 25.2, 25.3, 26.5-1-26.5.3, CBC: 1908.4 d. AWS D1.4, ACI 318: 26.5.4 e. ACI 318: 17.8.2 f. ACI 318: 17.8.2.4, 17.8.2 g. ACI 318: Ch. 19, 26.4.3, 26.4.4, CBC: 1904.1, 1904.2 h. ASTM C112, ASTM C31, ACI 318: 26.4.5, 26.12, CBC: 1908.10, 1908.2, 1908.3 i. ACI 318: 26.4.5, CBC: 1908.6, 1908.7, 1908.8 j. ACI 318: 26.4.7-26.4.9, CBC: 1908.9 k. ACI 318: 26.4.2.1, 26.9.2.3 l. ACI 318: Ch. 26.8 m. ACI 318: 26.10.2 n. ACI 318: 26.10.1 (b) o. CBC Section 1705.3 and Table 1705.3 p. See Special Cases Special Inspection for more requirements		
SPECIAL CASES		
Verification and Inspection	Continuous	Periodic
Adhesive anchors (Epoxy)		
1. Inspection of anchors installed in hardened concrete. Installed in horizontally or upwardly inclined orientations to resist sustained tension loads. (Concrete shall be cured for a minimum of 21 days)	✓	
2. All other installations of adhesive anchors.		✓
Mechanical anchors		
1. Inspection of anchors installed in hardened concrete.		✓

DRIVEN PILE FOUNDATIONS ^a		
Verification and Inspection	Continuous	Periodic
1. Verify element materials, sizes and lengths comply with the requirements.	✓	
2. Determine capacities of test elements and conduct additional load tests, as required.	✓	
3. Inspect driving operations and maintain complete and accurate records for each element.	✓	
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	✓	
5. For steel elements, perform additional inspections in accordance with CBC Section 1705.2.		
6. For concrete elements and concrete-filled elements, perform additional inspections in accordance with Section 1705.3.		
7. For specialty elements, perform additional inspections as determined by the Registered Design Professional in Responsible Charge.		
Notes: Driven Pile Foundations a. CBC Section 1705.1 and Table 1705.1		



**FX-70® STRUCTURAL REPAIR AND PROTECTION SYSTEM
INSTALLATION GUIDE**

Steel Pile–Epoxy/Cementitious Grout Combination Method

I: Surface Preparation

1. Surface must be at least 40°F (4°C) prior to application.
2. Consult a qualified engineer in cases when section loss exceeds 25 percent.
3. All steel pile surfaces to be covered with pile jackets shall be thoroughly cleaned of oil, grease, dirt, and any other deleterious material which would prevent proper bonding.
4. Prepare surface by sandblasting, wet blasting, wire brushing, water laser, or other approved method(s) to achieve SSPC-SP12/NACE 5 WJ-4.
5. FX-70 jacket placement should not proceed until pile cleaning has been approved by the Engineer of Record or Owner's Representative.

II: Jacket preparation:

1. All submerged jackets should be installed by certified professional divers. All jackets must be sealed appropriately to prevent grout leakage during installation.
2. FX-Spacers, standoffs and pumping ports are shipped unattached to be field installed.
3. FX-Spacers to be adhered to the inside of the jacket using FX-523 Flexibilized Epoxy Adhesive. Prepare FX-523 in accordance with manufacturer's published instructions:
 - a. Combine one part by volume of Component "A" with one part by volume of Component "B". Mix for three (3) minutes using a slow speed drill (300-600 rpm) and mixing paddle.
4. Installation and positioning of FX-Spacers and/or FX-Pumping Ports is unique to each application. Please contact Simpson Strong-Tie at 800-999-5099 or fx70@strongtie.com.

III: Jacket positioning:

1. Prepare a cartridge of FX-763 Low-Modulus Trowel-Grade Epoxy per manufacturer's published instructions and place a bead of epoxy into the female portion of the tongue-and-groove joint.
2. Spread jacket open and place around pile.
3. Allow jacket to return to original shape engaging interlocking joint and secure with ratchet straps if necessary.
4. Set jacket at proper elevation positioning jacket so there is minimum 18" (45.7 cm) of undamaged pile inside the jacket above and below the damaged area.
5. To secure the interlocking joint, install self-drilling, self-tapping type-316 stainless steel screws into the tongue-and-groove joint every 6" (15.2 cm) on center.
6. Install external bracing.
7. Install FX-Backer Rod to create a temporary bottom seal; bottom seal may be installed prior to placing jacket. If using a compactible fill material, a temporary bottom seal may not be necessary, contact Simpson Strong-Tie for more information.

For complete product information, refer to the individual product Technical Data Sheet, available at www.strongtie.com/tps
800-999-5099 | www.strongtie.com T-R-FX70INSSC15 6/15 exp. 12/16

IV: FX-70-6MP™ Multi-Purpose Marine Epoxy Grout:

1. Prepare FX-70-6MP per manufacturer's published instructions:
 - a. For optimal product performance, condition individual components to 70°F (21°C) and stir liquid components thoroughly prior to use. Proportion Component "A" and Component "B" at a 2A:1B ratio by volume in a clean pail. Mix thoroughly with a low-speed (300–600 rpm) drill and mixing paddle for 2–3 minutes, scraping unmixed material from sides and bottom of mixing container as needed, taking care to prevent air entrapment. Continue mixing, and slowly add Component "C" to avoid clumping at a rate of 100–150 lb. per 3 US gallon (11.4 L) unit of epoxy, scraping the sides and bottom as needed. Mix for approximately 2–3 minutes or until a uniform consistency is achieved.

*For mixing in a 5 US gallon (18.9 L) pail, combine 1 US gallon (3.8 L) of Component "A" and ½ US gallon (1.9 L) of Component "B" in a clean mixing vessel with a slow-speed (300-600 rpm) drill and mixing paddle for a minimum of 2 minutes. While continuing to mix, slowly add (1) 50 lb. (22.7 kg) of FX-70-6 MP "C" Component, scraping sides and bottom of pail as needed to ensure thorough mixing. Mix until FX-70-6 MP "C" Component is fully wetted and a uniform consistency is achieved.

V: Bottom Seal Application:

1. Mix FX-70-6MP per manufacturer's published instructions (refer to section IV).
2. Place FX-70-6MP into the bottom 6" (15.2 cm) of the annular void by pouring or pumping.
3. If pouring, a specially fabricated "funnel" or flexible traffic cone may be helpful.
4. Allow seal to cure in accordance with published cure schedule before proceeding with repair.

VI: FX-225 Non-Shrink Underwater Grout:

1. Prepare FX-225 per manufacturer's published instructions:
 - a. For optimal product performance, condition to 70°F (21°C). Do not prepare more material than can be used in the pot life of the product. Mix with a mortar mixer or a low-speed (300–600 rpm) drill and mixing paddle. Use a maximum of 134 fl. oz. (3.9 L) of potable water per 55 lb. bag (24.9 kg), adjusting water content for desired consistency. For best results, add 90% of total mixing water and slowly add entire contents of FX-225 while mixing to avoid clumping. Adjust using remaining mixing water until desired consistency is achieved, scraping unmixed material from the sides and bottom of mixing container as needed to ensure all material is mixed. Mix for approximately 3 minutes. Do not re-temper. Continue to slowly agitate to prevent product from setting in the mixer up to the maximum working time of 30 minutes at 75°F (24°C).

For complete product information, refer to the individual product Technical Data Sheet, available at www.strongtie.com/tps
800-999-5099 | www.strongtie.com T-R-FX70INSSC15 6/15 exp. 12/16

VII: Filler Grout Application:

1. Prepare FX-225 per manufacturer's published instructions (refer to Section VI). FX-225 may be pumped or tremied.
2. For tremie applications:
 - a. Ensure the hose extends to the bottom of the jacket. Fill the jacket until the grout reaches 4" (10 cm) from the top of the jacket, allowing water to displace from the top of the jacket. Depending on the depth of the pour and size of the jacket, the tremie hose may need to be retracted as the jacket fills to maintain flow.
3. To pump:
 - a. Contact Simpson Strong-Tie for injection port installation instructions suitable for your application.
 - b. Begin by pumping FX-225 into the lowest port. Grout shall be continuously injected until the grout reaches 4" from the top of the jacket.
 - c. At the Contractor's option, multiple levels of grout ports may be installed to minimize the pumping pressure. For this method, injection shall begin at the lowest port and continue until the grout appears at the port above the injected port. When this occurs, close the injected port and continue and the port where grout appears. The injection process shall be continuous, except for brief interruptions when the injector is moved from port to port, until the grout reaches 4" (10 cm) from the top of the jacket.

VIII: Top Seal Application:

1. Mix FX-70-6MP™ Multi-Purpose Marine Epoxy Grout per manufacturer's published instructions (refer to section IV).
2. Pour FX-70-6MP until the grout reaches the top of the jacket.
3. If pouring, a specially fabricated "funnel" or flexible traffic cone may be helpful.
4. Allow seal to cure in accordance with published cure schedule before proceeding with repair.

IX: Epoxy Bevel Construction:

Prior to bevel installation, allow FX-70-6MP to set for a minimum of 6 hours at 70°F (21°C).

1. Prepare FX-763 Trowel-Grade Epoxy Mortar per manufacturer's published instructions:
 - a. For optimal product performance, condition individual components to 70°F (21°C). Proportion Component "A" and Component "B" at a 2A:1B ratio by volume in a clean pail. Mix thoroughly with a low-speed (300–600 rpm) drill and mixing paddle for 2–3 minutes, scraping unmixed material from sides and bottom of mixing container as needed, taking care to prevent air entrapment. Continue mixing, and slowly add one part FX-701 filler by volume per part of mixed epoxy, scraping the sides and bottom as needed. Mix for approximately 2–3 minutes or until FX-701 is thoroughly wetted.
2. Immediately construct bevel with FX-763, taking care to construct slope which will not allow water to pond.

For complete product information, refer to the individual product Technical Data Sheet, available at www.strongtie.com/tps
800-999-5099 | www.strongtie.com T-R-FX70INSSC15 6/15 exp. 12/16

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PROJECT

**RESTAURANT
REMODEL**

FOR
**STAN
VAN BEURDEN**

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

**DESIGN
DEVELOPMENT**

Project No.	SSG S16226	09-105
Drawn By	JEN	
Dwg. Date	02/10/17	
Updated		
Scale	AS NOTED	

REVISIONS

SHEET TITLE

**PILE
SPECIFICATIONS**

SHEET NO.

S-1.3

X: Completion of work:

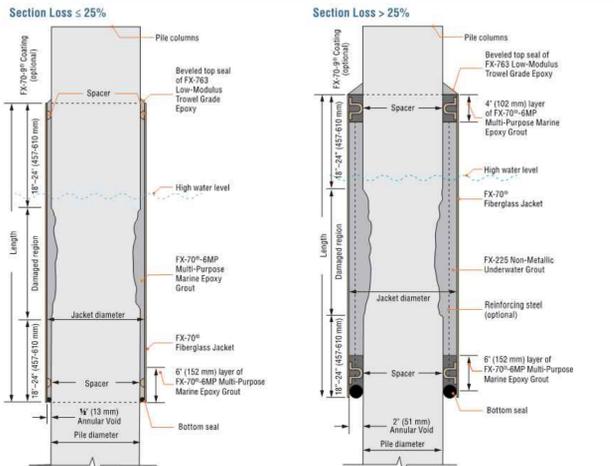
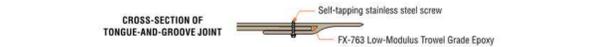
1. Remove external bracing after all materials have fully cured in accordance with published cure schedules.
2. Clean exterior surfaces of jackets of any filler material or other extraneous material deposited on the pile jackets.

XI: Suggested tool list:

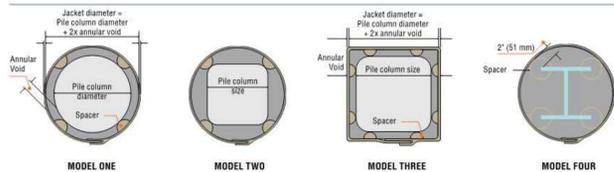
1. Equipment to properly prepare the pile surface – chosen by contractor and Engineer of Record
2. PPE – gloves, safety glasses, respirators etc.
3. Generator
4. EDT22S manual dispensing tool
5. Ratchet straps
6. Small (¼") drill and hex tex adapter – to set self-tapping stainless steel screws in interlocking joint.
7. ½" slow-speed mixing drill and ½" mixing paddle
8. Clean measuring vessels
9. Clean 5 US gallon (18.9 liter) buckets for mixing
10. Mortar Mixer (stationary drum with moving blades)
11. CG-550 or CG-050 Chem Grout Pump
12. Various hand tools – shovel, hammer, trowels etc.

For complete product information, refer to the individual product Technical Data Sheet, available at www.strongtie.com/tps
800-999-5099 | www.strongtie.com T-R-FX70INSSC15 6/15 exp. 12/16

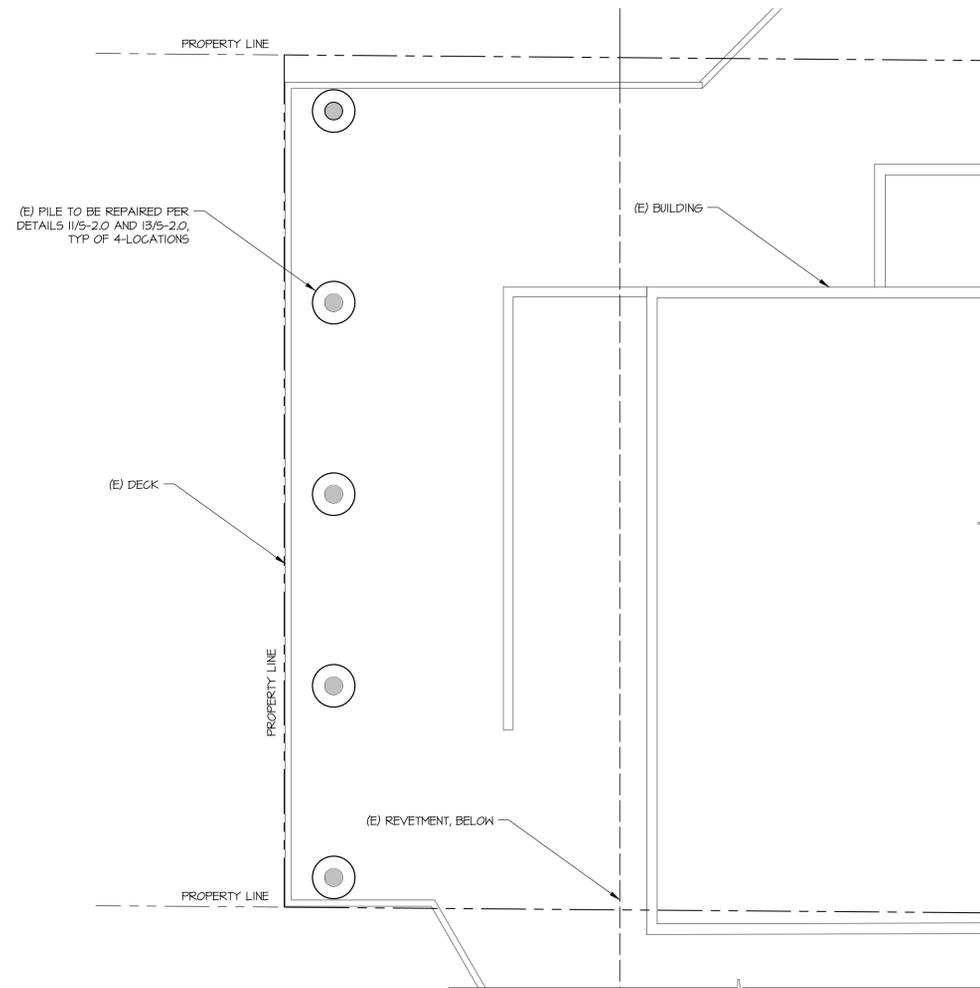
FX-70® Structural Repair and Protection System
Repair Options Based on Section Loss



- Section Loss ≤ 25%**
- FX-70-6MP Multi-Purpose Marine Epoxy Grout used for bottom seal and repair
 - Typical annular void of ½" (13 mm)
 - ½" (19 mm) annular void for H-piles
- Section Loss > 25%**
- FX-70-6MP Multi-Purpose Marine Epoxy Grout used for top and bottom seal
 - FX-225 Non-Metallic Underwater Grout used for repair
 - Typical annular void of 2" (51 mm)

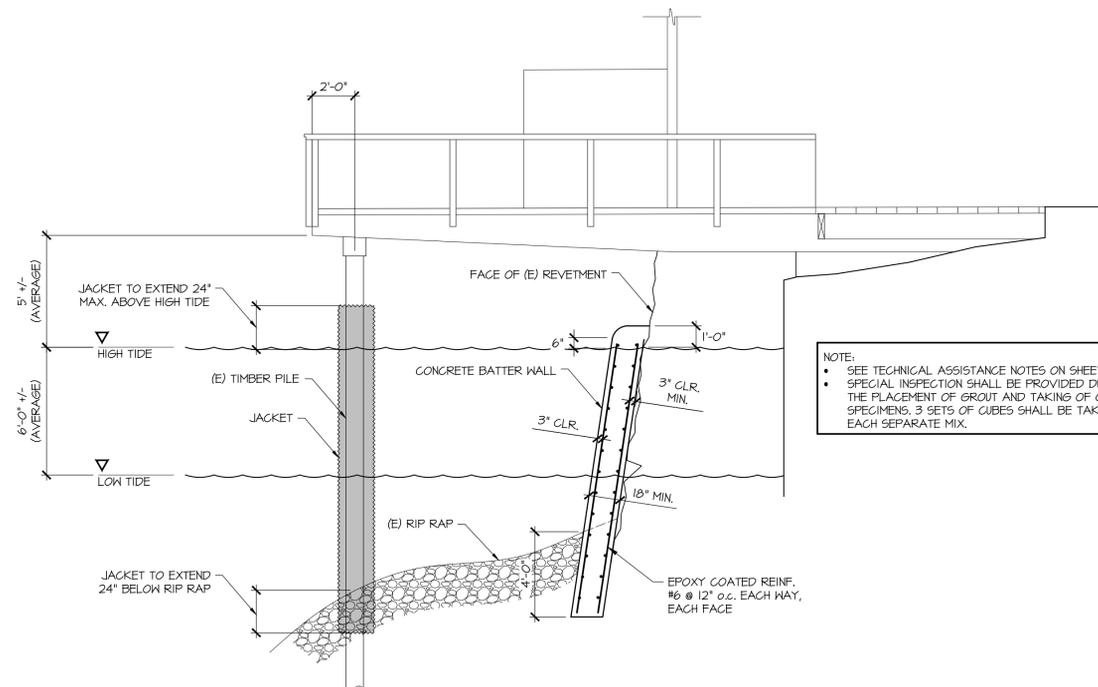


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PILE REPAIR PLAN

SCALE: 1/4" = 1'-0" (VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS AND EXISTING CONDITIONS)

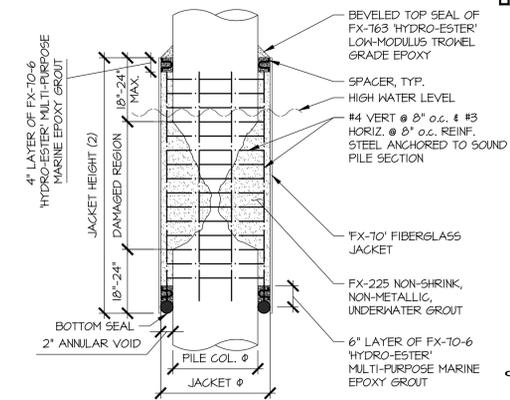


SECTION THROUGH DECK AND PILES

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

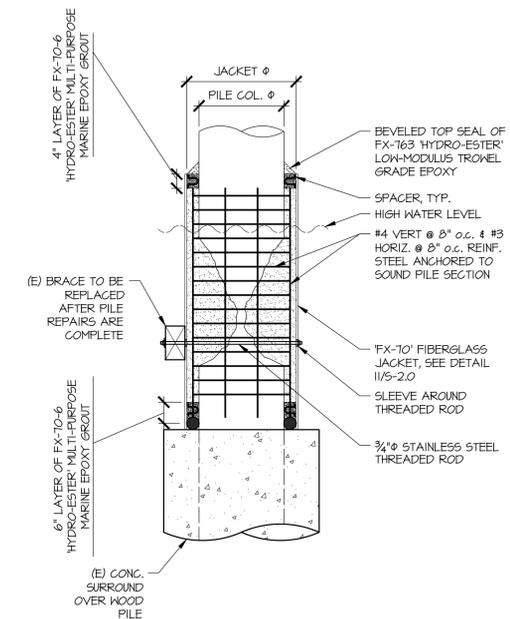
- Contractor to examine all piles for soundness. Contractor to notify the Architect and Project Engineer if additional piles are found to be unsound.
- Shoring Notes:
 - It is the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the State of California, latest edition, and all OSHA requirements.
 - The Architect, Project Engineer, and the Owner do not accept any responsibility for the Contractor's failure to comply with these requirements.
 - The Contractor shall be responsible for the adequate design and construction of all forms and shoring required.
- Shore beams where necessary to maintain the structural integrity of the existing deck structure.
- Notify the Architect and Project Engineer of any discrepancies between the plans and existing structure.
- The piles and batter wall must be assessed on a five year basis or after a significant event such as weather, fire or earthquake.



- NOTES:
- SEE SHEET 5-1.0 FOR SPECIFICATIONS
 - JACKET TO EXTEND 24" ABOVE HIGH TIDE AND 24" BELOW RIP RAP

PILE REPAIR DETAIL

N.T.S.



- NOTES:
- SEE SHEET 5-1.0 FOR SPECIFICATIONS
 - JACKET TO EXTEND 24" ABOVE HIGH TIDE AND 24" BELOW RIP RAP

PILE REPAIR DETAIL

N.T.S.

C. P. PARKER ARCHITECT

CHRISTOPHER P. PARKER ARCHITECT

630 QUINTANA RD. #330 MORRO BAY, CA. 94442-1966 (805) 772-5700

STAMPS

CONSULTANTS



SMITH STRUCTURAL GROUP, LLP
811 El Capitan Way, Suite 200 | 805.439.2110
San Luis Obispo, CA 93401 | smithstructural.com



PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 516226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

PILE REPAIR PLAN, SECTION & DETAILS

SHEET NO.

S-2.0



AGENDA NO: B-1

MEETING DATE: September 5, 2017

Staff Report

TO: Planning Commissioners

DATE: August 30, 2017

FROM: Cindy Jacinth, Senior Planner

SUBJECT: Concept Conditional Use Permit (#UP0-446) for renovation of existing restaurant at 945 Embarcadero (City lease site 96 and 96W) converting existing rear interior storage to accommodate new dining and bar area with 71sf addition. Project also includes public access improvements along the bayside (west) and north side of the building, and access improvements to the adjacent Anchor Park, repair of seawall and pilings which support the existing wharf.

RECOMMENDATION:

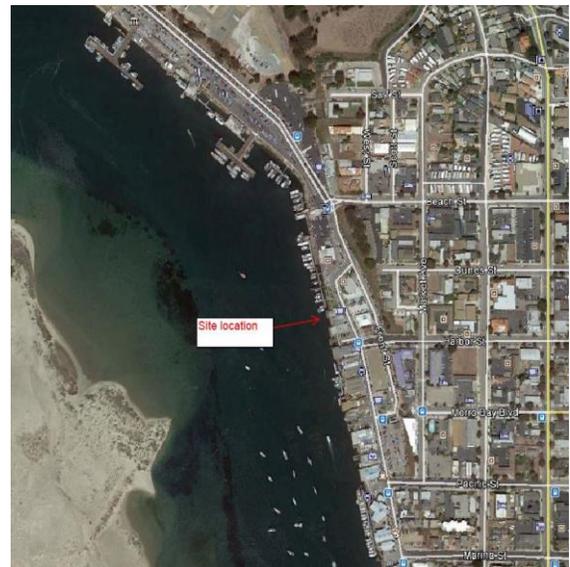
FORWARD A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO CONDITIONALLY APPROVE THE PROJECT by adopting a motion including the following action(s):

Adopt Planning Commission Resolution 23-17 which includes the Findings and Conditions of Approval for the project depicted on site development plans dated August 13, 2017 (Exhibit F).

APPLICANT/AGENT: Stan Van Buerden,
Applicant / Cathy Novak Consulting, Agent

LEGAL DESCRIPTION/APN: City lease sites
96 and 96W / 066-352-054

PROJECT SUMMARY: The Applicant is seeking conditional use permit approval for renovation of existing House of Juju restaurant (City lease site 96 and 96W) to convert existing rear interior storage to accommodate a proposed 435square feet of restaurant dining and bar area plus a 71 square feet addition for a total single-story building area of 2,201square feet. Project



Prepared By: ___CJ___

Department Review: _____

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also includes public access improvements along the bayside (west) and north side of the building, and access improvements to the adjacent Anchor Park. Proposed bayside improvement include 10 foot lateral access and outside seating counter and repair of seawall and 5 pilings which support the existing wharf. This project is located in the WF/PD/S.4 zoning district and in the Coastal Commission Original Jurisdiction.

PROJECT SETTING:

The location is a City lease site (96/96W) which is occupied with a single-story visitor-serving restaurant known as “House of Juju.” This location has an existing wharf on the bayside but no dock slips currently. The water lease site to the west of House of Juju is leased by the master leaseholder, Smith Held, to the south with proposed boat slips approved under a separate conditional use permit (#UP0-342) approved in 2013. The building permit application for the approved docks has not been submitted yet.



<u>Adjacent Zoning/Land Use</u>			
North:	Waterfront (WF/PD, S.4) / Anchor Park (city park)	South:	Waterfront (WF/PD, S.4) visitor-serving commercial and fishing dock
East:	Commercial Visitor-Serving(C-VS, PD/S.4), Commercial, vacant lot	West:	Harbor

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Site Characteristics	
Overall Site Area	Land lease: 2,067sf Water lease: 1,340sf
Existing Use	City land and water lease – Existing use is visitor-serving commercial (restaurant). Water lease boundaries is limited to wharf area. Actual water area is not a part.
Terrain	Land portion previously developed and paved surface
Vegetation/Wildlife	Small patch of sensitive eelgrass near project area. Project reviewed for compliance with California Eelgrass Mitigation Policy (CEMP).
Access	Embarcadero
Archaeological Resources	No known resources.

General Plan, Zoning Ordinance & Local Coastal Plan Designations	
General Plan/Coastal Plan Land Use Designation	Visitor-serving commercial uses
Base Zone District	WF, Waterfront Zoning district
Coastal Land Use Plan	Planning Area 6 - Bayfront
Zoning Overlay District	PD, Planned Development overlay (required to also obtain City Council approval of Concept Plan)
Special Treatment Area	S.4
Combining District/Spec. Plan	N/A
Coastal Zone	Coastal Commission original jurisdiction. Applicant required to obtain Coastal Development permit from Coastal Commission prior to issuance of any building permit.
Parking Requirements for Restaurants (MBMC 17.44): Restaurant dining: 1 space/60 sf Outdoor dining (front): 1 space/120 sf	Current parking requirements based on existing uses present equals 9 spaces. Proposed project based on dining expansion would require 13 spaces. Applicant requests per City Council parking in-lieu Resolution 54-16 a waiver of in-lieu fees for the difference of the 4 required spaces. (Planning condition 12).
View Corridor Requirement	No view corridor requirement on single story (14ft) buildings on lease site width of less than 49 feet. Lease site is 41.43' wide.

PROJECT BACKGROUND:

The restaurant located at this lease site has been in existence since the 1970's. It was most recently the location of the former Rocca's restaurant, and prior to that the Whales Tail restaurant. The permit history of this lease site is shown in the table below. A review of past permits showed no previous restaurant conditions of approval that would conflict with the proposed project.

Year	Permit Number	Description
1977	CDP 126-26	Restaurant remodel
1984 & 1993	CUP 16-84, CUP 06-93/ CDP waiver	180sf dining addition
1993-97	CUP 22-93 / CDP 3-97-31	Deck reconstruction, lateral and vertical access installed, revetment repair
2008	UP0-208	Minor use permit for interior remodel

PROJECT DESCRIPTION DETAILS:

Restaurant Remodel:

The Applicant has provided a detailed project description (Exhibit B) which explains the project. Plan sheet A.1 shows the site plan with shaded area denoting area of restaurant to be remodeled. Currently this area of the restaurant building is used for storage and plans propose to remodel the interior of the restaurant to add additional indoor dining area of 296 square feet and indoor bar area of 139 square feet. The existing trash enclosure on the west side of the building is proposed to be relocated to the north side of the building by adding a 71 square foot addition to enclose the trash containers. (Exhibit E). Elevations on Plan sheet A3.1 depict the proposed addition which includes a new roll-up door. Elevations page show the proposed addition and exterior material to match with existing exterior finishes.

With the trash containers removed, the Applicant proposes public access / harborwalk improvements by adding a new public seating counter/bar with windscreen (Detail on Plan sheet A3.1, Exhibit E). Although there is a new exit door from the restaurant proposed to be added near the outdoor seating bar, the Applicant is proposing signage which would state that seating available for public use with no purchase necessary.

Parking Requirements

The parking requirements per the Zoning Ordinance is 1 space per 60sf of customer area. As summarized in the above development standards table, the proposed

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restaurant remodel would trigger requirement for 4 extra parking spaces. Pursuant to City Council resolution 54-16, the Applicant is requesting a waiver of in-lieu fees for the required 4 spaces.

Public Access Improvements/ Harborwalk:

As required by the Waterfront Master Plan, the Applicant is proposing bayside lateral access improvements to the Harborwalk which currently curves around the building as it extends from Anchor Park to the north and to where it connects with the Poppy's/Harbor Center building to the south.

In order to improve the circulation flow of the Harborwalk from Anchor Park onto this lease site, the Applicant proposes to widen the public accessway by adding a new triangular portion at the northwestern corner of the lease site. This is shown on plan sheet A2.1 and in the visual simulation prepared (Exhibit D). Although the City's Waterfront Master Plan requires projects to provide 8 feet of bayside lateral access, the plans show the bayside lateral access as 10 feet wide which is typically required by the Coastal Commission. The Applicant's lease site will connect to existing 8-foot lateral access to the south which was approved by Coastal Commission in 2014 based on presence of eelgrass habitat at the time.

Due to the small size of the lease site, the Applicant is proposing off-lease improvements at the adjacent Anchor Park by adding new sidewalk, benches, bike rack and a succulent garden. Staff is proposing a condition of approval for a landscaping plan with the Precise Plan submittal to evaluate details of the park improvements. (Planning condition 3).

A coastal public access signage plan is shown on Plan sheet A1.2 with a proposed interpretive sign to be installed subject to coordination with the Historical Society and subject to review and approval by the Community Development Director (Planning condition 4).

Visual Simulations

The Applicant has submitted visual simulation from two viewpoints both north and south (Exhibit D). This exhibit also depicts the proposed exterior finishes for the public access improvements including the stainless cable railing, wood/glass windscreen, and building façade. Elevations on the project plans (Exhibit E) show the proposed 71 square foot addition proposed with a flat roof. The cement siding, vinyl windows, and trim are proposed to match existing building character.

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Seawall and Piling Repair:

Included in the project description is repair of the seawall and 5 pilings which support the existing wharf. Piling repair specifications are denoted on Plan sheet S1.3 with section details on Plan sheet S 2.0. The proposed repair work will utilize sleeving existing pilings with a Simpson strong tie epoxy jacket as detailed on plans. Seawall repair detail is also denoted on plans with epoxy coated reinforcement.

The construction work with closure of public accessway is anticipated to last for 6-8 weeks, pursuant to the project description (Exhibit B). To ensure minimum disruption of public access, staff has added Planning condition 4, limiting the closure to 45 days, subject to extension by the Community Development Director if deemed appropriate/necessary.

ENVIRONMENTAL:

An eelgrass survey was performed by Tenera dated November 24, 2015 which found no eelgrass underneath the proposed walkway addition, although an eelgrass patch was present around the corner of the deck as shown in Exhibit C. This location is also noted on Plan sheet A1.1 (Exhibit E).

This project is subject to the requirements of the California Eelgrass Mitigation Policy (CEMP), administered by the National Marine Fisheries Service (NMFS). The CEMP allows for projects to be reviewed on a case by case basis where there are small patches or transient/temporary patches and depending on circumstances the 5 meter buffer around eelgrass habitat can be smaller or larger. In this case, less than 3 square meters of the seabed of potential habitat for eelgrass would be underneath the walkway if it extended to the corner of the wharf as most of the area underneath the walkway area is rock rip-rap.

CEMP protocols require the applicant to complete a pre-construction survey between 30-60 days prior to start of construction, and a post-construction survey is due 30 days after construction, to determine impact, if any, and corresponding required mitigation. (Planning condition 6). In addition, project construction BMP's have been added to minimize material containment, require seawall repair and piling repair activities be monitored by a qualified biological monitor to ensure impacts to marine mammals are avoided. (See Planning conditions 7-11).

With the above review, the project based on size would be eligible for a categorical exemption under CEQA, Section 15301, Class 1d where under existing facilities restoration or rehabilitation of deteriorated or damaged structures to meet current

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standards of public health and safety are allowed which the repair and rehabilitation of the seawall and 5 pilings would qualify for an exemption. In addition, Section 15301, Class 1d which also under existing facilities allows for additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet and the area in which the project is located is not environmentally sensitive based on the eelgrass planning survey submitted by Tenera Environmental dated November 24, 2015 and implementation of best management practices as conditioned by Planning conditions 7-11.

PUBLIC NOTICE:

Notice of a public hearing on this item was posted at the site and published in the Tribune newspaper on August 25, 2017, and mailed directly to all property owners and occupants of record within 500 feet of the subject site. The notices invited the public to attend the hearing and express any concerns they may have regarding the proposed project.

CONCLUSION:

The proposed project would remodel an existing waterfront restaurant and provide new public access amenities including outdoor public seating, improved bayside lateral access, and proposed off-lease improvements to the adjacent Anchor Park. No height increase is proposed, and the proposed 71 sf addition to accommodate the trash enclosure is proposed to match existing exterior materials and elevations. The outdoor public seating would be available to the general public and does not diminish or detract from existing public views of the water or of Morro Rock. The Waterfront Master Plan encourages outdoor dining and Applicant proposes to retain the existing street-side outdoor dining with the outdoor seating counter & windscreen proposed for public use and no purchase necessary. The project also includes the repair and maintenance of the existing seawall and 5 pilings which support the wharf and public Harborwalk accessway. The project as proposed provides for enhanced public access which meets City goals in the Waterfront Master Plan and will add to the ambiance of the waterfront area and Anchor Park, a City park. It is consistent with the City's General Plan and Local Coastal Program (LCP). With the incorporation of recommended conditions, staff recommends that Planning Commission forward a favorable recommendation of this Concept Plan to City Council for approval.

EXHIBITS:

Exhibit A – Planning Commission Resolution 23-17

Exhibit B – Applicant's Project Description dated October 2016.

Exhibit C – Eelgrass survey, Tenera Environmental, November 24, 2015

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- Exhibit D – Photo simulations and Color and Materials.
- Exhibit E – Public correspondence received August 30, 2017
- Exhibit F – Plans/ Reductions received August 23, 2017

RESOLUTION NO. PC 23-17

A RESOLUTION OF THE MORRO BAY PLANNING COMMISSION FORWARDING A FAVORABLE RECOMMENDATION TO THE MORRO BAY CITY COUNCIL FOR CONCEPT PLAN APPROVAL OF CONDITIONAL USE PERMIT (UP0-446) FOR COMMERCIAL RESTAURANT REMODEL, IMPROVEMENTS TO PUBLIC ACCESS AND ANCHOR PARK, AND REPAIR OF SEAWALL AND 5 EXISTING PILINGS AT 945 EMBARCADERO, HOUSE OF JUJU

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran’s Hall, 209 Surf Street, Morro Bay, California, on September 5, 2017, for the purpose of considering a Concept Plan approval of Conditional Use Permit #UP0-446; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Morro Bay as follows:

Section 1: Findings. Based upon all the evidence, the Commission makes the following findings:

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. UP0-446 is categorically exempt under Class 1d, Section 15301 where under existing facilities restoration or rehabilitation of deteriorated or damaged structures to meet current standards of public health and safety are allowed which the repair and rehabilitation of the seawall and 5 pilings would qualify for an exemption. In addition, Section 15301, Class 1d which also under existing facilities allows for additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet and the area in which the project is located is not environmentally sensitive based on the eelgrass planning survey submitted by Tenera Environmental dated November 24, 2015 and implementation of best management practices as conditioned by Planning conditions 7-11.

Conditional Use Permit Findings

- A. The project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood in that the commercial remodel, public access improvements, and seawall and piling repairs at 945 Embarcadero are permitted uses within the zoning district; the waiver of parking in lieu fees for four parking spaces triggered by the restaurant remodel per Council resolution 54-16; and said commercial structures comply with all applicable project conditions and City regulations and is consistent with the City's Local Coastal Program.
- B. The project will not be injurious or detrimental to property and improvements in the neighborhood and the general welfare of the City in that the proposed commercial remodel, public access, park improvements, and seawall and piling repairs will provide a visitor-serving opportunity which will provide additional benefit and improvements to an existing visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- A. The proposed project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
 - a. Meets the Waterfront plan height limit and maximum building coverage, bulk, and scale requirements in that the proposed project does not exceed development standards.
 - b. The proposed project provides the amenities identified in the WF Plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the bayside lateral access is improved to allow for easier pedestrian access, enjoyment and better bay views. It preserves and enhances the views as seen around the building.
 - c. The project does not worsen or block more views, it does not block view corridors or intrude into pedestrian access areas. It takes advantage of outward views and characteristics of the topography in that the project proposes outdoor public seating on the bayside in addition to providing a minimum of 10 foot bayside lateral access.
 - d. The proposed project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new project will add to the amenities of the existing adjacent Anchor Park, will add an outdoor seating option which will maintain and enhance views of the bay.

- e. The proposed project maintains the pedestrian orientation of the Embarcadero by maintaining existing commercial visitor-serving that does not increase height or create view impacts from the 71sf commercial addition and also in that the project will provide improved lateral public access to the water docks while assisting in the Harborwalk plan to continue public access along the waterfront that is consistent with the character of the existing development.
- f. The project gives its occupants and the public some variety in materials and/or application in that the project, including the improved angled harborwalk leading from Anchor Park to the project lease site, and also retains building character.
- g. The project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed in that the new public lateral access and outdoor seating counter will be accessible to the public and provides articulation that is consistent with the character of the existing development.
- h. The proposed project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the bayside lateral access is existing and will be enhanced by opening up the northwesterly entrance to make the lateral access more inviting to pedestrians. And is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Architectural Consideration

- A. As required by Ordinance Section 17.48.200 the Planning Commission finds that the architectural treatment and general appearance of all proposed structures and open areas are in keeping with the character of the surrounding areas, are compatible with any design themes adopted by the city, and are not detrimental to the orderly and harmonious development; of the city or to the desirability of investment of occupation in the area.

Section 2. Action. The Planning Commission does hereby recommend for City Council approval Concept Conditional Use Permit #UP0-446 subject to the following conditions:

STANDARD CONDITIONS

- 1. This permit is granted for the land described in the staff report dated August 30, 2017, for the project at 945 Embarcadero depicted on plans dated August 13, 2017, on file with the Community Development Department, as modified by these

conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for UP0-446, unless otherwise specified herein.

2. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Director, upon finding the project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.
3. Changes: Minor changes to the project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
4. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicant's failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the

discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.

7. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan of the City.
8. Conditions of Approval: The Findings and Conditions of Approval shall be included as a full-size sheet in the Building Plans.

Building Conditions:

1. Prior to construction, the applicant shall submit a complete building permit application and obtain the required building permit.

Fire Department Conditions:

1. Fire Sprinkler Coverage. Sprinkler coverage shall be extended to include the following areas, in accordance with Morro Bay Municipal Code, Sections 14.08.090 (L) (2), 14.08.090 (N), 14.52.060, CFC 3604, NFPA 13 and NFPA 303:
 - a. Applicant shall provide sprinkler coverage beneath the existing public access deck.
 - b. Applicant shall extend sprinkler coverage for protection of proposed new dining area, new bar area, and new trash enclosure.
 - c. Applicant shall submit plans for required automatic fire sprinkler system protection to Morro Bay Community Development Department for review.

Public Works Conditions:

The following Public Works conditions shall be satisfied with the Building Plan submittal:

1. Sewer Lateral: If an existing lateral is used, perform a video inspection of the lateral and submit to Public Works via flash drive or DVD, prior to building permit issuance. Lateral shall be repaired if necessary and all repairs shall be noted on approved set of plans. A sewer backwater valve and downstream cleanout, extended to grade, shall be installed on the sewer lateral. If a new lateral is being proposed and old lateral exists, include a note on the plans to cap and abandon existing sewer lateral.
2. Sewer Backwater Valve: A sewer backwater valve shall be installed on site to prevent a blockage or maintenance of the municipal sewer main from causing

- damage to the proposed project (MBMC 14.24.070). Indicate and label on plan
3. Erosion and Sediment Control Plan: Provide a standard erosion and sediment control plan per MBMC Chapter 14.48: The Plan shall show control measures to provide protection against erosion of adjacent property and prevent sediment or debris from entering the City right of way, adjacent properties, any harbor, waterway, or ecologically sensitive area.
 4. Encroachment Permits: A sewer encroachment permit shall be required for the installation of the sewer lateral. When utility connections require pavement cuts a traffic control plan indicating appropriate signing, marking, barricades and flaggers must be submitted with the Encroachment Permit application.
 5. Water Backflow Prevention Device: Verify and label all new or existing water backflow preventers. Devices are required for fire water systems, irrigation systems on a dedicated water meter, systems which may change in character of use (commercial rentals, etc.), gray water systems, or any plumbing system which has cross-connections or the ability to allow water of deteriorated sanitary quality to enter the public water supply. Add note to plan that device is an approved domestic water backflow prevention device.

Add the following Items/Notes to the Plans:

6. Any damage, as a result of construction operations for this project, to City facilities, i.e. curb/berm, street, sewer line, water line, or any public improvements shall be repaired at no cost to the City of Morro Bay.
7. No work shall occur within (or use of) the City's Right of Way without an encroachment permit. Encroachment permits are available at the City of Morro Bay Public Works Office located at 955 Shasta Ave. The Encroachment permit shall be issued concurrently with the building permit.

Planning Conditions:

1. A Coastal Development Permit shall be submitted to the Community Development Department prior to issuance of a building permit.
2. Inspection: The applicant shall comply with all City conditions of approval and conditions imposed by the California Coastal Commission and obtain final inspection clearance from the Planning Division at the necessary time in order to ensure all conditions have been met.
3. Landscaping: A landscaping plan shall be submitted for review and approval with

the Precise Plan submittal.

4. Public Access Closure: The public access closure shall be limited to no more than 45 days. Any extension of public access closure beyond 45 days shall be subject to review and approval by the Community Development Director.
5. Prior to issuance of a building permit, the Applicant shall either acquire all required regulatory permits and authorizations (i.e. U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife), or submit documentation that such permits are not required.
6. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any change in eelgrass extent shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014
7. A Marine Wildlife Contingency Plan shall be developed and approved by the City of Morro Bay prior to the initiation of pile driving activities. This plan shall describe specific methods that will be used to reduce pile-driving noise. Power to the pile driver shall be ramped up to allow marine wildlife to detect a lower sound level and depart the area before full-power noise levels are produced. The plan shall identify a USFWS-approved biologist to monitor all construction within the water-lease area who shall be retained by the applicant. The plan shall describe on-site marine wildlife monitoring and reporting requirements as well as identify specific conditions when the biological monitor shall be allowed to stop work, such as observance of a marine mammal within 100 feet of the project area. The biologist shall be responsible to monitor for compliance with all environmental mitigation measures, and regulatory permit conditions (as applicable). The approved biological monitor shall be present onsite during construction and shall have the authority to stop construction if any individuals of southern sea otter are seen within 100 feet of the project area. Construction will be allowed to resume after sighted otters have left the 100-foot radius of the project area. The species shall not be disturbed or forced from the project site by equipment, noise, or other disruptive activity. The monitor will have discretionary authority to temporarily halt the project if it is determined that the otter, or other marine mammal, could be affected by the project, even if the animal is beyond the 100-foot boundary. All construction crew employees shall be informed on the

requirements of this condition.

8. A project-specific Oil Spill Response and Recovery Plan that includes specifics on reporting and response procedures, available on-site equipment and contracted services, and responsibilities shall be completed and approved prior to the initiation of construction activities. Specifically, the project shall include the following Best Management Practices (BMPs) and shall be included on building plans submitted for approval:
 - a. No refueling of equipment without adequate containment and spill response equipment. The barge shall have only double contained fuel storage below decks, with the spill containment and clean up kits on-site and easily accessible. Spill containment and clean up kits shall include the following:
 - b. 150 feet Absorbent Boom 200 square feet Absorbent Tarp (for use during pile driving operations)
 - c. Barrel Absorbent Pads
 - d. Container Absorbent Granules
 - e. Rainwater runoff pollution from equipment stored on deck shall be prevented through ongoing equipment maintenance and appropriate double containment.
 - f. The work area shall be contained within a boom to prevent debris from falling into the water.
 - g. All equipment fueling shall take place on the barge, with containment in-place. No refueling between vessels shall occur.
 - h. An Absorption Tarp shall be placed underneath any portable equipment while in use.
 - i. No equipment shall be permitted to enter the water with any petroleum products.
 - j. All equipment used during pile driving operations shall be in good condition without fuel or oil leakage.
 - k. Should any equipment begin to leak, that equipment shall be removed immediately from the barge and repaired or replaced.
 - l. All vessels shall have portable, regularly serviced sanitation equipment. No overboard discharge is permitted.
9. Prior to issuance of a building permit, a pile driving plan and hydroacoustical noise mitigation plan shall be submitted to the Community Development Director to ensure that underwater noise generated by pile driving activities is minimized to the maximum extent feasible and does not exceed: (1) an accumulated 187 dB SEL as measured 5 meters from the source; and (2) peak dB above 208 dB as measured 10 meters from the source as determined by the Fisheries Hydroacoustic Working Group. In the instance anything other than a vibratory hammer is to be used for pile driving activities, the plan shall provide for a hydroacoustical monitor to ensure that underwater noise generated by pile driving activities does not exceed such limits. The plan shall identify the type of method

used to install pilings. Vibratory hammers shall be used where feasible; if another method is used, a bubble curtain shall be employed to contain both noise and sediment. The plan shall also provide for additional acoustical BMPs to be applied if monitoring shows underwater noise above such limits (including, but not limited to, alternative pile driving methods (press-in pile placement, drilling, dewatered isolation casings, etc.) and additional noise dampening measures (sound shielding and other noise attenuation devices).

- 10. Netting or fencing around and underneath the project site shall be installed to catch and remove debris released during and after construction.
- 11. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
- 12. Pursuant to the provisions of City Council resolution 54-16 dated June 28, 2016, the amount of the four parking spaces shall be calculated as free for the first four parking spaces. If Council parking in-lieu resolution has expired as of building permit approval, then parking in-lieu fees shall be calculated according to fees in place as of the time of building permit approval. Said parking in-lieu fee shall be paid prior to issuance of a building permit.
- 13. Project plans shall be revised to reflect the correct number of pilings on the lease site prior to City Council review of the Concept CUP.

PASSED AND ADOPTED by the Morro Bay Planning Commission at a regular meeting thereof held on this 5th day of September, 2017 on the following vote:

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

Vice-Chairperson Gerald Luhr

ATTEST

Scot Graham, Community Development Director

The foregoing resolution was passed and adopted this 5th day of September, 2017.

Project description – 945 Embarcadero Road, Morro Bay

August 2017 - Revised

Setting

The project site, 945 Embarcadero Road (Lease sites #96 & #96W), is approximately 3,407 sq. ft. (land lease is approximately 2,067 sq. ft. and water lease is approximately 1,340 sq. ft.). The property is located on the western side of Embarcadero Road and adjacent to the Harbor Center on the south and Anchor Park (city park) on the north. It is zoned WF/H (PD/S.4). The site currently has a one story building (House of Ju Ju), the Harborwalk and a wharf.

Project Description

Summary: This site has an existing restaurant, outdoor dining and a wharf that is the Harborwalk. The water lease beyond the wharf area was transferred to the adjacent leaseholder a couple of years ago since it was not feasible to construct floating docks at this site. Since the site is very small, there isn't much available to this tenant for proposing major improvements so, the proposed project incorporates new amenities and other public benefits to the city owned park.

The existing restaurant has all the dining area on the Embarcadero and north side of the building. From the onset of obtaining this lease site it had been contemplated to remodel the rear area, adjacent to the bayside, of the building to add additional dining space. The proposed plan includes a remodel of the interior space to accommodate a new bar and additional restaurant seating area.

In addition, the existing trash enclosure is located on the wharf/Harborwalk and is exposed to the general public. The proposed plan will remove this trash enclosure area and add approximately 71 sq. ft. of building along the northern side to completely enclose the trash/recycling containers from view. With this wharf area clear, the project as proposed will add an outdoor patio with counter top seating and a windscreen for protection. The patio will be accessed from both the Harborwalk and the restaurant. This area will be open to the general public and will have the appropriate signage indicating that there is no purchase necessary to utilize the area.

The existing Harborwalk/sidewalk through Anchor Park, along the bayside, is approximately 5 feet wide at the northwest corner of the existing building. The project as proposed will construct a new triangular section adding area to this confined intersection between the existing building and the park. This added area will also allow the applicant to construct the new trash enclosure on the north side of the building. The project as proposed has purposely kept the triangular section to this configuration to avoid impacts to the eelgrass located in close proximity at the end of the wharf and habitat along the northern side of the wharf. The proposed

walkway addition will avoid the eelgrass area by constructing the accessway almost entirely over the existing rock rip rap.

As for the City park improvements, the project as proposed will remove the narrow sidewalk (approximately 3 to 4 feet wide) that runs adjacent to the north side of the building. Currently the sidewalk is up against the building edge and has contributed to drainage issues in the building. By relocating the sidewalk away from the building the drainage issues can be resolved. The new sidewalk will be 6 feet wide and run on a diagonal from the Embarcadero to the Harborwalk. This new location will also provide maximum usage of the park area and provide new space for the construction of two new benches, bicycle racks and succulent garden area. The new design will provide a more open feeling and space to the intersection of the Harborwalk to the south and north.

The site has additionally undergone a wharf and piling inspection in January 2017. The report identifies piling and revetment repair that will need to be done. As such, the project as proposed will incorporate the repair work identified in the structural plans.

Site & Project Characteristics:

Lot coverage: The maximum lot coverage is 70%, 2,385 sq. ft. The proposed lot coverage is 65%, 2,201 sq. ft.

Building Height: The existing building is 14 feet (flat roof) and there will be no increase in height with the new trash enclosure area.

Setbacks: There are no design modifications that will require any changes to the existing setbacks.

Parking: A total of 4 new parking spaces or in-lieu is required. The applicant is requesting an in-lieu waiver per Council resolution 54-16 for the 4 spaces.

Aesthetics: This project will not obstruct a protected view. There is lateral and vertical access to the bay on-site and no changes are proposed.

Landscaping Plan: A landscape plan is required and will be submitted at the Precise Plan review time. The landscaping proposed will be on City park property.

Lighting: Minimum lighting will be provided and it will comply with City regulations relative to direction, intensity and shielding. All new lighting will be cutoff style and directed downward. Further lighting information can be found on Sheet A-1.1.

PROJECT DATA	Existing	Proposed
LAND LEASE	2,067 sq. ft	2,067 sq. ft

WATER LEASE	1,340 sq. ft.	1,340 sq. ft.
TOTAL LAND & WATER LEASE	3,407 sq. ft.	3,407 sq. ft.
OUTDOOR DINING – NEW PUBLIC		140 sq. ft.
OUTDOOR DINING – EXISTING (FRONT)	139 sq. ft.	139 sq. ft.
EXISTING BUILDING	2,130 sq. ft.	
PROPOSED ADDITION – TRASH ENCL.		71 sq. ft.
INDOOR DINING - EXISTING	500 sq. ft.	500 sq. ft.
INDOOR DINING WITH BAR		296 sq. ft.
PROPOSED BAR/EMPLOYEE AREA		139 sq. ft.
EXISTING KITCHEN/STORAGE	1,195 sq. ft.	1,195 sq. ft.
PROPOSED TOTAL BUILDING:		2,201 sq. ft.
PARKING	9	13

Signage: To provide adequate signage indicating the area is open to the public, “Coastal Access Signs”: Signs will be mounted at north end of the building as well as the entrance from the new sidewalk at the Embarcadero. An existing coastal access sign is located at the southern entrance so no additional sign is proposed in that location.

“Interpretative signage”: One new interpretative sign will be installed on the existing Harborwalk behind the building overlooking the bay.

“General public signage”: Signs indicating that the patio area is open for the general public use with no purchase necessary will be installed at the entrance to the patio from the Harborwalk side.

These signs are consistent with several previously approved projects on the Embarcadero by the City and CA Coastal Commission.

Windscreen: The proposed windscreen on the bay side of the outdoor dining area will have material that will be frosted, partially frosted or another visually permeable barrier design in order to minimize bird strikes.

Permitting Requirements:

The site is located within the WF/H (PD/S.4) zoned area. A bayside lateral access, restaurant and patio area are acceptable uses however, requires a Conditional Use Permit from the City. The project site is within the CA Coastal Commission original jurisdiction and a Coastal Development Permit from the CA Coastal Commission is needed. Furthermore, a Planned Development (PD) Overlay and S.4 zone has been applied to the site. Since the site is on public lands, a precise plan approval is required. Other permits may include Army Corps of Engineers and Regional Water Quality Control Board.

Project construction work and timing:

The construction work for the new trash enclosure area, patio, sidewalk, park and Harborwalk extension may require a temporary closure of the Harborwalk and wharf area for approximately six to eight weeks while the construction work is going on. If this is the case, an unobtrusive fence or equivalent measure will delineate the construction areas with signage to redirect the public. The alternative route for the public pedestrian access will be to redirect the foot traffic to the Embarcadero and then access will be provided down the middle of the Harbor Center building or down Harbor Street to the waterside.

Eelgrass & Future eelgrass surveys:

As indicated in the eelgrass Survey report by Tenera, November 24, 2015, there was eelgrass located off the west side of the wharf near the project construction area. A follow up survey has not been conducted because the proposed project was modified after the original Harborwalk addition design by eliminating a section in order to avoid the eelgrass area.

Therefore, the proposed work should not have an effect on the identified eelgrass patches to the west because of the distance from the proposed work. The project as proposed will conduct a pre-construction survey to determine if there is any new eelgrass present within the construction area. If no eelgrass is present, then the project would not provide any post-construction surveys. If eelgrass is present within the construction area and cannot be avoided, it is proposed that a post-construction survey will be required to assess any impacts and provide a mitigation plan prepared by a qualified biologist.

Project construction BMP's: The project contractors will employ all Best Management Practices required to mitigate any spill risks. The contractor will minimize the source of risks and thereby reduce overall spill and pollution risks on this project. Any and all land based activities will include BMP's to address rainwater pollution issues from disturbed soil or stockpiles. The project as proposed includes the following safeguards, mitigation measures, actions, and procedures for the protection of the marine environment:

- I. **Material Containment:** Particular care shall be exercised to prevent foreign materials (e.g. construction scraps, wood preservatives, other chemicals, etc.) from entering harbor or other state waters. Where additional wood preservatives must be applied to cut-wood surfaces, the materials, whenever feasible, shall be treated at an onshore location to preclude the possibility of spills into harbor or other state waters. A containment boom shall be placed around all active portions

of a construction site where wood scraps or other floatable debris could enter the water. Also, for any work on or beneath fixed decks, heavy-duty mesh containment netting shall be maintained below all work areas where construction discards or other materials could fall into the water. The containment boom and net shall be cleared daily or as often as necessary to prevent accumulation of debris.

Contractors shall insure that work crews are carefully briefed on the importance of observing the appropriate precautions and reporting any accidental spills.

Construction contracts shall contain appropriate penalty provisions, sufficient to offset the cost of retrieving or cleaning up improperly contained foreign materials.

2. Construction Plan: All erosion control/water quality best management practices to be implemented during construction and their location shall be noted on the plan. Silt fences, or equivalent apparatus, shall be installed at the perimeter of the construction site to prevent construction-related runoff and/or sediment from entering into the Pacific Ocean to the maximum extent feasible. The Construction Plan shall, at a minimum, include the following required criteria specified via written notes on the Plan:

- a. All work shall take place during daylight hours. Lighting of the beach and water area is prohibited.
- b. All construction materials and equipment placed on the land during daylight construction hours shall be stored beyond the reach of tidal waters. The only exceptions shall be for: (1) erosion and sediment controls (e.g., a silt fence at the base of the piles) as necessary to contain runoff and/or sediments at the construction site, where such controls are placed as close to work area as possible, and minimized in their extent; and (2) storage of larger materials beyond the reach of tidal waters for which moving the materials each day would be extremely difficult.
- c. Construction (including but not limited to construction activities, and materials and/or equipment storage) is prohibited outside of the defined construction, staging, and storage areas.
- d. Equipment washing, refueling, and/or servicing shall not take place on the beach or pier.
- e. All materials shall be properly stored and contained so that these products will not spill or otherwise enter the coastal environment.
- f. Equipment washing, refueling, and/or servicing shall not take place over the water.
- g. The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain (including covering exposed piles of soil and wastes); dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the beach).
- h. The Coastal Commission's Central Coast District Office shall be notified at least 3 working days in advance of commencement of construction, and immediately upon completion of construction.

3. Contractors shall insure that work crews are carefully briefed on the importance of observing the appropriate precautions and reporting any accidental spills. Construction contracts shall contain appropriate penalty provisions, sufficient to offset the cost of retrieving or cleaning up improperly contained foreign materials.

4. All construction shall be undertaken in accordance with the approved Construction Plan. Any proposed changes to the approved Construction Plan shall be reported to the Executive Director. No changes to the approved Construction Plan shall occur without a coastal development permit or waiver unless the Executive Director determines that no coastal development permit or waiver is necessary.

Project construction documents and coordinator: A copy of the construction documents will be maintained in a conspicuous place on the job site at all times and available for public review on request.

The project construction coordinator will be Stan Van Beurden. Should any questions arise during construction, an address and phone number (available 24 hours a day) will be posted at the job site so that the contact information is readily visible from a public area. The construction coordinator shall record the name, phone number, and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.



Letter file: ESLO2015-30

November 24, 2015

Cathy Novak
Cathy Novak Consulting
P.O. Box 296
Morro Bay, CA 93443

Subject: Eelgrass (*Zostera*) survey at 945 Embarcadero, Morro Bay, CA 93442

Dear Cathy:

On October 30, 2015 Gery Cox and I completed an eelgrass survey at the House of Ju Ju Restaurant, formerly known as Rocca's Restaurant. The restaurant is located at 945 Embarcadero, Morro Bay, California. The survey was done based on a request from you and Mr. Stan Van Beurden to search for eelgrass underneath an area being considered for widening the public walkway next to the restaurant (**Figure 1**).

No eelgrass was found underneath the conceptual walkway addition. A dense eelgrass patch was present just around the corner of the deck (**Figure 1**).

Most of the subtidal seafloor underneath the conceptual walkway area is rock rip-rap, which is not ideal habitat for eelgrass. Eelgrass needs sand/mud for its rhizomes to root and anchor. Less than 3 m² of the seabed of potential habitat for eelgrass would be underneath the walkway if it extended to corner of the existing walkway deck (**Figure 1**). This, however, would be avoided if the walkway did not extend to the corner, as all of the added walkway would be over rock rip-rap. If you have any questions, please do not hesitate to contact me.



Figure 1. Area searched for eelgrass on October 30, 2015. None was found.

Thank you and sincerely,

Scott Kimura
Tenera scientist/project manager

cc: Stan Van Beurden

Exhibit D



Attachment D



Painted Cement Siding



White Vinyl Windows/Trim



Painted Metal Roll-up Door



Stainless Cable Railing



Wood/Glass Windscreen



Metal Roofing (Existing)

EXISTING VIEW FROM NORTH



EXISTING VIEW FROM SOUTH



RECEIVED
Exhibit E

Attachment D

AUG 30 2017

8/26/17

City of Morro Bay
Community Development Dept.

TO: COMMUNITY DEVELOPMENT DEPT.
RE: CASE # UPO-446

AS A LONG-TIME MEMBER OF
THE MORRO BAY BUSINESS COMMUNITY,
I WHOLE-HEARTEDLY SUPPORT THE PROJECT
PROPOSED FOR THE "HOUSE OF TUTU".

THE PROJECT WILL BE AN UPGRADE
OF AN EXISTING BUSINESS HANDICAPPED
BY A DATED DESIGN & TRAFFIC FLOW.
THE PROPOSED CHANGES WILL BENEFIT
BOTH THE RESTAURANT AND THE PUBLIC
AT LARGE.

RESPECTFULLY,


MIKE HISCHIER
WAVELENGTHS SURF SHOP
(805) 772-3904



PROJECT INFO.

ADDRESS: LEASE SITE: AREAS:
 945 EMBARCADERO 96 / 96W
 MORRO BAY, CA LOT AREA: (TOTAL) 3,407 SQ. FT.
 LEASE HOLDER: LAND LEASE AREA: 2,067 SQ. FT.
 WATER LEASE AREA: 1,340 SQ. FT.
 STAN VAN BEURDEN MAX. ALLOWABLE COVERAGE: 70% 2,385 SQ. FT.
 945 EMBARCADERO PROPOSED LOT COVERAGE: 65% 2,201 SQ. FT.
 MORRO BAY, CA 93442 PROPOSED ADDITION TO BLDG' FOOTPRINT: 71 SQ. FT.
 93403 EXISTING DINING ROOM AREA: 500 SQ. FT.
 ZONING: WF/PD/(S.4) H-HARBOR PROPOSED TRASH ENCLOSURE: 71 SQ. FT.
 FRONT SETBACK: 5' AVERAGE EXISTING DINING ROOM AREA: 500 SQ. FT.
 SIDEYARD SETBACKS: 0' PROPOSED ADDITIONAL DINING ROOM/BAR: 296 SQ. FT.
 PROPOSED BAR / EMPLOYEE AREA: 139 SQ. FT.
 ALLOWED ROOF HEIGHT: 14' ABOVE A.N.G. w/ FLAT ROOF EXISTING KITCHEN / STORAGE: 1,195 SQ. FT.
 2,201 SQ. FT.
 PROPOSED OUTSIDE WINDSCREEN AREA: 140 SQ. FT.
 EXISTING OUTSIDE DINING: 139 SQ. FT.

EXISTING OCCUPANCY AREAS:
 RESTAURANT: 2,130 SQ. FT.
 OPEN TRASH AREA: 50 SQ. FT.
 OUTSIDE DINING (FRONT): 139 SQ. FT.
 PROPOSED OCCUPANCY AREAS:
 RESTAURANT: 2,130 SQ. FT.
 ENCLOSED TRASH AREA: 71 SQ. FT.
 OUTSIDE DINING (REAR): 140 SQ. FT.
 OUTSIDE DINING (FRONT): 139 SQ. FT.
 OCCUPANCIES:
 A2 - TYPE V, SPRINKLED
 UNCON. TBL.S. & CHAIRS 796 SQ. FT. = 53.07 OCC.
 15/NET
 BUSINESS AREA: 115 SQ. FT. = 1.15 OCC.
 100/GROSS
 KITCHEN AREA: 1,080 SQ. FT. = 5.4 OCC.
 200/GROSS
 = 60 OCCUPANTS
 MIN. (2) 36" WIDE EXITS REQ'D

EXISTING PARKING REQUIREMENTS:
 RESTAURANT DINING: 500 SQ. FT. 1/60 S.F. 8.33 SPACES
 OUTDOOR SEATING 139 SQ. FT. - 125 = 14 S.F. 0.12 SPACES
 14 SQ. FT. 1/120 S.F. 8.5 SPACES
 TOTAL: 9 SPACES
 PROPOSED PARKING REQUIREMENTS:
 RESTAURANT DINING: 780 SQ. FT. 1/60 S.F. 13.27 SPACES
 (LESS EMPLOYEE AREA AT BAR, ACCESS AREAS AT REAR DOOR AND RAMP)
 OUTDOOR SEATING (PUBLIC SEATING) 0 SPACES
 TOTAL: 13.27 SPACES
 13 SPACES REQUIRED 9 SPACES PROVIDED
 WAIVER FOR 4 ADDITIONAL REQ'D SPACES
 CITY OF M.B. RESOLUTION 54-16

PROJECT DESC.

THIS PROJECT INVOLVES REMODELING AN EXISTING AREA OF THE RESTAURANT INTO DINING SPACE AT THE WEST SIDE OF THE BUILDING. ADD OUTSIDE PUBLIC SEATING TO THE WEST SIDE OF THE SITE, AND MODIFY THE WHARF AREA (REFERRED TO AS PIER AREA BY ENGINEER) TO CREATE AN ACCESSIBLE HARBORWALK AND REPAIR THE SEAWALL AND PILINGS ON THE WEST SIDE OF THE SITE.

PUBLIC WORKS NOTES

NO WORK SHALL OCCUR WITHIN (OR USE OF) THE CITY'S RIGHT OF WAY WITHOUT AN ENCROACHMENT PERMIT. ENCROACHMENT PERMITS ARE AVAILABLE AT THE CITY OF MORRO BAY PUBLIC WORKS DEPARTMENT LOCATED AT 955 SHASTA AVE. THE ENCROACHMENT PERMIT SHALL BE ISSUED CONCURRENTLY WITH THE BUILDING PERMIT.
 ANY DAMAGE TO CITY FACILITIES, I.E. CURB/BERM, STREET, SEWER LINE, WATER LINE, OR ANY PUBLIC IMPROVEMENTS SHALL BE REPAIRED AT NO COST TO THE CITY OF MORRO BAY.
 DUE TO MANDATORY WATER CONSERVATION REQUIREMENTS AND STORMWATER REQUIREMENTS NO PRESSURE WASHING IS ALLOWED UNLESS IT IS DIRECTLY DUE TO PROFESSIONAL PREPARATION OF EXTERIOR PAINTING OF PROPERTY. NO DISCHARGE OF NON STORMWATER IS ALLOWED INTO THE MUNICIPAL STORM DRAIN SYSTEM AND CONTRACTOR MUST PROVIDE MEASURES TO PREVENT ANY DISCHARGE FROM ENTERING THE STORMWATER SYSTEM.

FIRE DEPARTMENT NOTES

FIRE SPRINKLER COVERAGE SHALL BE EXTENDED TO INCLUDE THE FOLLOWING AREAS, IN ACCORDANCE WITH MORRO BAY MUNICIPLE CODE, SECTIONS 14.08.090 (L) (2), 14.08.090 (N), 14.52.060, CFC 3604, NFPA 13 AND NFPA 303:
 A. APPLICANT SHALL PROVIDE SPRINKLER COVERAGE BENEATH THE EXISTING PUBLIC ACCESS DECK.
 B. APPLICANT SHALL EXTEND SPRINKLER COVERAGE FOR PROTECTION OF PROPOSED NEW DINING AREA, NEW BAR AREA, AND NEW TRASH ENCLOSURE.
 APPLICANT SHALL SUBMIT PLANS FOR REQUIRED AUTOMATIC FIRE SPRINKLER SYSTEM PROTECTION TO MORRO BAY COMMUNITY DEVELOPMENT DIVISION FOR REVIEW.

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C. P. PARKER ARCHITECT

CHRISTOPHER P. PARKER ARCHITECT
 630 QUINTANA RD. #330
 MORRO BAY, CA 93442-1965
 (805) 772-5700

STAMPS



CONSULTANTS



SMITH STRUCTURAL GROUP, LLP
 811 El Capitan Way, Suite 240 | 805.439.2110
 San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

SHEET TITLE

SITE PLAN PROJECT INFO

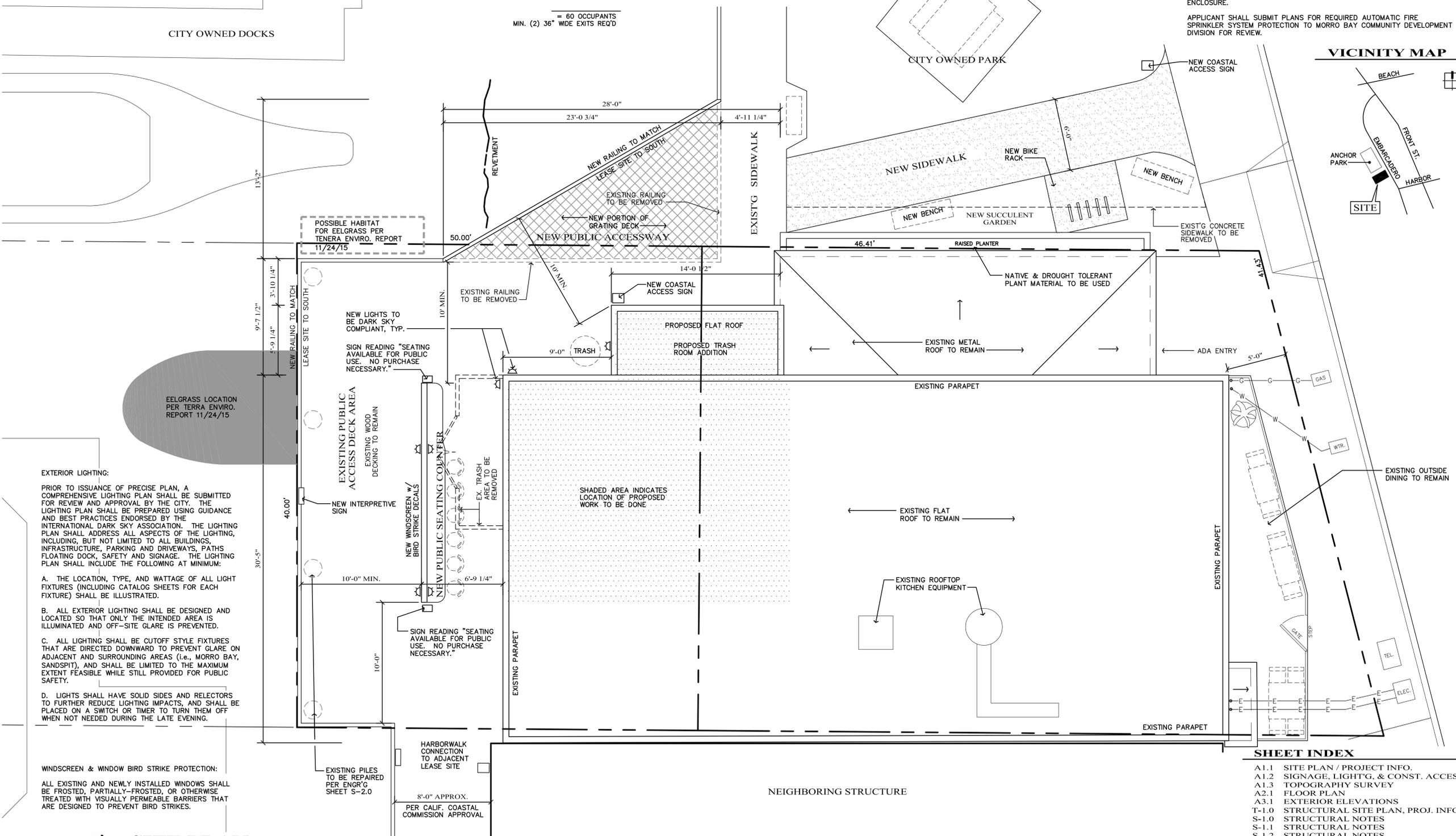
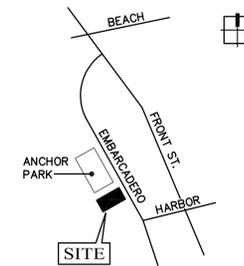
SHEET NO.

A1.1

CITY OWNED DOCKS

CITY OWNED PARK

VICINITY MAP



EXTERIOR LIGHTING:
 PRIOR TO ISSUANCE OF PRECISE PLAN, A COMPREHENSIVE LIGHTING PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY. THE LIGHTING PLAN SHALL BE PREPARED USING GUIDANCE AND BEST PRACTICES ENDORSED BY THE INTERNATIONAL DARK SKY ASSOCIATION. THE LIGHTING PLAN SHALL ADDRESS ALL ASPECTS OF THE LIGHTING, INCLUDING, BUT NOT LIMITED TO ALL BUILDINGS, INFRASTRUCTURE, PARKING AND DRIVEWAYS, PATHS FLOATING DOCK, SAFETY AND SIGNAGE. THE LIGHTING PLAN SHALL INCLUDE THE FOLLOWING AT MINIMUM:
 A. THE LOCATION, TYPE, AND WATTAGE OF ALL LIGHT FIXTURES (INCLUDING CATALOG SHEETS FOR EACH FIXTURE) SHALL BE ILLUSTRATED.
 B. ALL EXTERIOR LIGHTING SHALL BE DESIGNED AND LOCATED SO THAT ONLY THE INTENDED AREA IS ILLUMINATED AND OFF-SITE GLARE IS PREVENTED.
 C. ALL LIGHTING SHALL BE CUTOFF STYLE FIXTURES THAT ARE DIRECTED DOWNWARD TO PREVENT GLARE ON ADJACENT AND SURROUNDING AREAS (I.E., MORRO BAY, SANDSPIT), AND SHALL BE LIMITED TO THE MAXIMUM EXTENT FEASIBLE WHILE STILL PROVIDED FOR PUBLIC SAFETY.
 D. LIGHTS SHALL HAVE SOLID SIDES AND REFLECTORS TO FURTHER REDUCE LIGHTING IMPACTS, AND SHALL BE PLACED ON A SWITCH OR TIMER TO TURN THEM OFF WHEN NOT NEEDED DURING THE LATE EVENING.

WINDSCREEN & WINDOW BIRD STRIKE PROTECTION:
 ALL EXISTING AND NEWLY INSTALLED WINDOWS SHALL BE FROSTED, PARTIALLY-FROSTED, OR OTHERWISE TREATED WITH VISUALLY PERMEABLE BARRIERS THAT ARE DESIGNED TO PREVENT BIRD STRIKES.

SITE PLAN

SCALE: 1/4" = 1'-0"



PUBLIC SEATING SIGNAGE

TO BE LOCATED ON THE NORTHERN AND SOUTHERN EDGES OF THE NEW PUBLIC SEATING COUNTER LOCATED AT WEST SIDE OF LEASE SITE.

SIGNAGE SHALL BE 24" WIDE x 18" HIGH METAL SIGN WITH IMAGES MOUNTED FLAT TO STRUCTURE (OR 4x4 POST) WITH WHITE BACKGROUND AND BLUE LETTERING.

PUBLIC BOARDWALK SIGNAGE

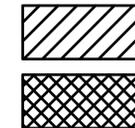
TO BE LOCATED AT THE NORTHERN AND SOUTHERN ENTRANCES TO THE HARBORWALK LOCATED AT THE WEST SIDE OF THE LEASE SITE.

SIGNAGE SHALL BE 24" WIDE x 18" HIGH METAL SIGN WITH IMAGES MOUNTED FLAT TO 4x4 POST WITH WHITE BACKGROUND AND BLUE LETTERING.

INTERPRETIVE SIGNAGE

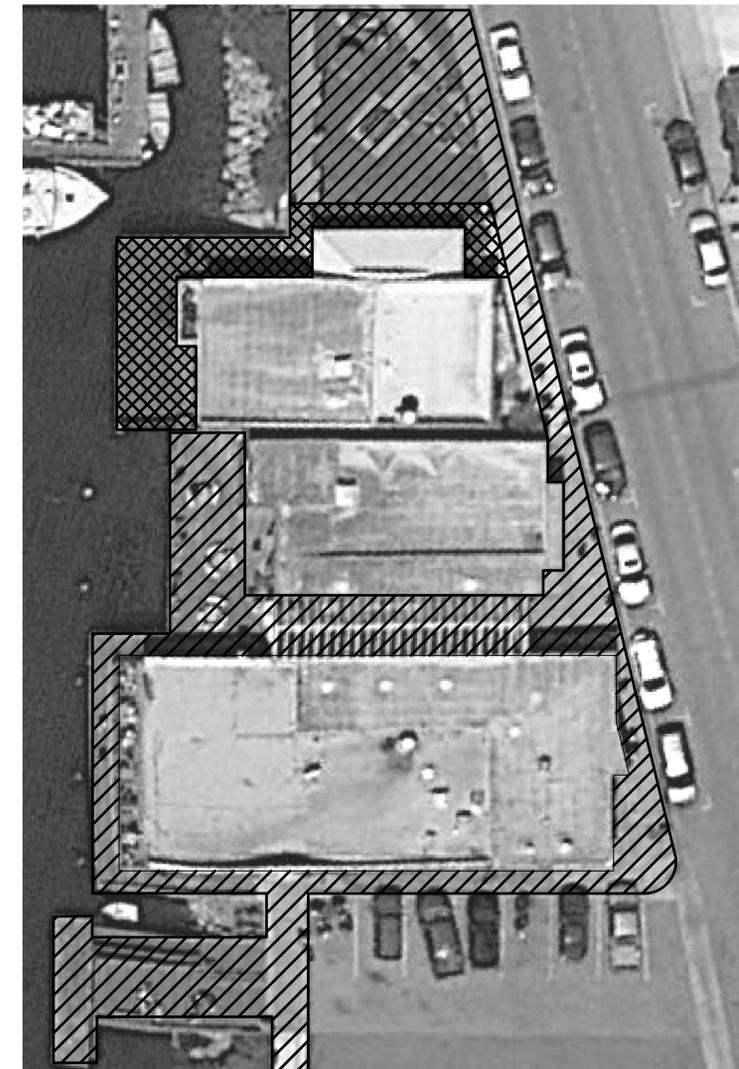
AN INTERPRETIVE SIGN WITH CONTENT RELATING TO THE HISTORICAL NATURE OF MORRO BAY SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR.

PUBLIC ACCESS - DURING CONST.



DEPICTS AREAS OF PUBLIC ACCESS OPEN DURING CONSTRUCTION

DEPICTS AREAS OF PUBLIC ACCESS CLOSED DURING CONSTRUCTION



EXTERIOR LIGHTING

PRIOR TO ISSUANCE OF PRECISE PLAN, A COMPREHENSIVE LIGHTING PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY. THE LIGHTING PLAN SHALL BE PREPARED USING GUIDANCE AND BEST PRACTICES ENDORSED BY THE INTERNATIONAL DARK SKY ASSOCIATION. THE LIGHTING PLAN SHALL ADDRESS ALL ASPECTS OF THE LIGHTING, INCLUDING, BUT NOT LIMITED TO ALL BUILDINGS, INFRASTRUCTURE, PARKING AND DRIVEWAYS, PATHS FLOATING DOCK, SAFETY AND SIGNAGE. THE LIGHTING PLAN SHALL INCLUDE THE FOLLOWING AT MINIMUM:

A. THE LOCATION, TYPE, AND WATTAGE OF ALL LIGHT FIXTURES (INCLUDING CATALOG SHEETS FOR EACH FIXTURE) SHALL BE ILLUSTRATED.

B. ALL EXTERIOR LIGHTING SHALL BE DESIGNED AND LOCATED SO THAT ONLY THE INTENDED AREA IS ILLUMINATED AND OFF-SITE GLARE IS PREVENTED.

C. ALL LIGHTING SHALL BE CUTOFF STYLE FIXTURES THAT ARE DIRECTED DOWNWARD TO PREVENT GLARE ON ADJACENT AND SURROUNDING AREAS (i.e., MORRO BAY, SANDSPIT), AND SHALL BE LIMITED TO THE MAXIMUM EXTENT FEASIBLE WHILE STILL PROVIDED FOR PUBLIC SAFETY.

D. LIGHTS SHALL HAVE SOLID SIDES AND REFLECTORS TO FURTHER REDUCE LIGHTING IMPACTS, AND SHALL BE PLACED ON A SWITCH OR TIMER TO TURN THEM OFF WHEN NOT NEEDED DURING THE LATE EVENING.

Outdoor Wall 1Lt
49067OZ (Olde Bronze)



Dimensions	
Height	10.25"
Width	10.50"

Ordering Information

Product ID	49067OZ
Finish	Olde Bronze
Available Finishes	OZ, OZ

Dimensions

Extension	11.75"
Height from center of Wall opening	6.25"
Base Backplate	5.50 DIA
Weight	3.90 LBS

Specifications

Material	Brass
Glass Description	Fresnel Lens

Electrical

Voltage	120V
---------	------

Qualifications

Safety Rated	Wet
Dark Sky	Yes
Warranty	www.kichler.com/warranty

Primary Lamping

Light Source	USE WITH LED BULB
Lamp Included	Not Included
Number of Lights/LEDs	1
Socket Type	Medium
Lamp Type	A19

Kichler
7711 East Pleasant Valley Road
Cleveland, Ohio 44131-9010
Toll free: 866.558.5706 or kichler.com

Notes:
1) Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.
2) Incandescent Equivalent: The incandescent equivalent as presented is an approximate number and is for reference only.

KICHLER.

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C. P. PARKER ARCHITECT

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(805) 772-5700

STAMPS



CONSULTANTS



SMITH STRUCTURAL GROUP, LLP
811 El Capitan Way, Suite 240 | 805.439.2110
San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR

STAN VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.
93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

REVISIONS

SHEET TITLE

SIGNAGE, LIGHT'G, & CONST. ACCESS

SHEET NO.

A1.2

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PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF. 93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

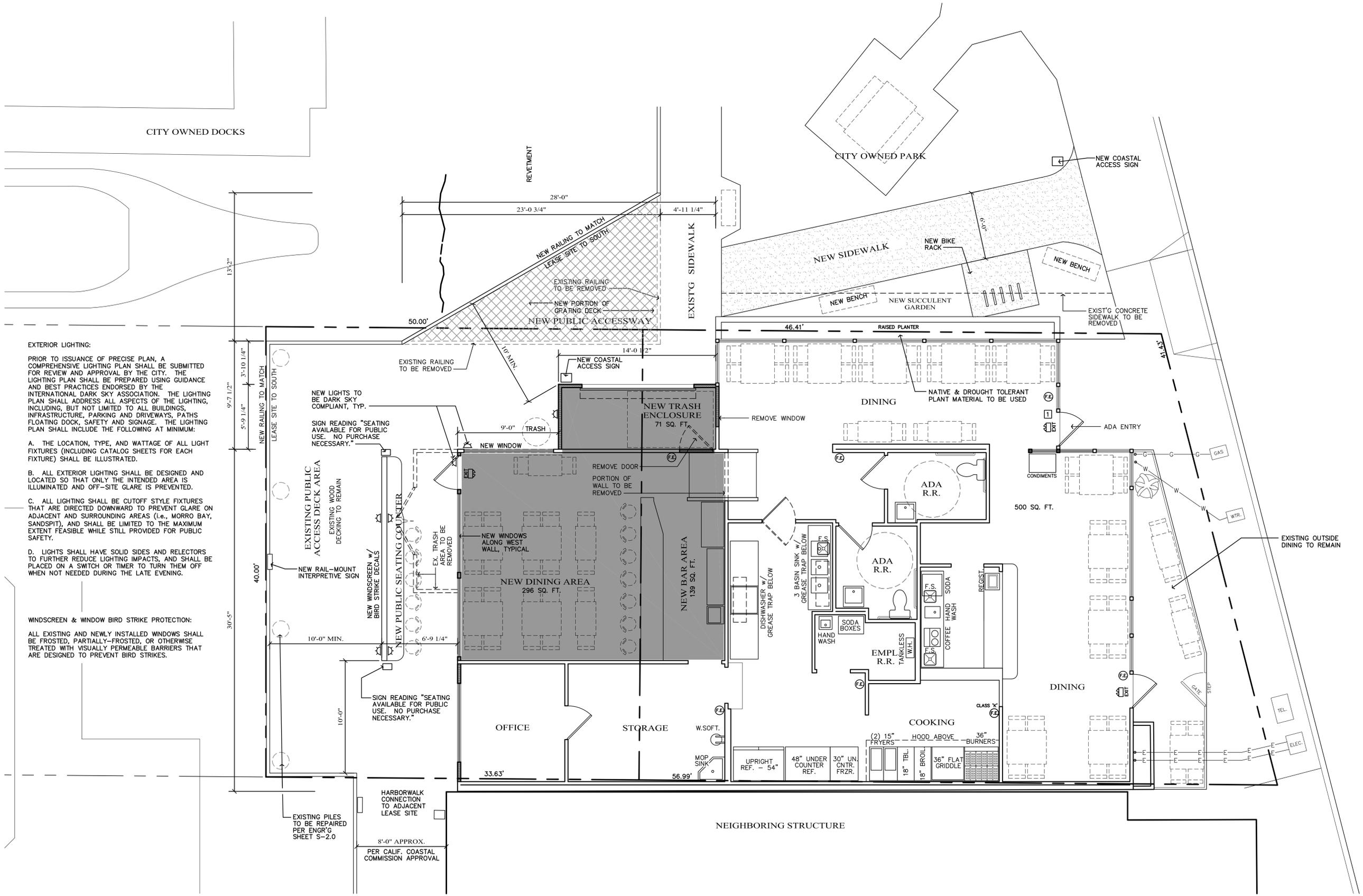
REVISIONS

SHEET TITLE

FLOOR PLAN

SHEET NO.

A2.1



EXTERIOR LIGHTING:

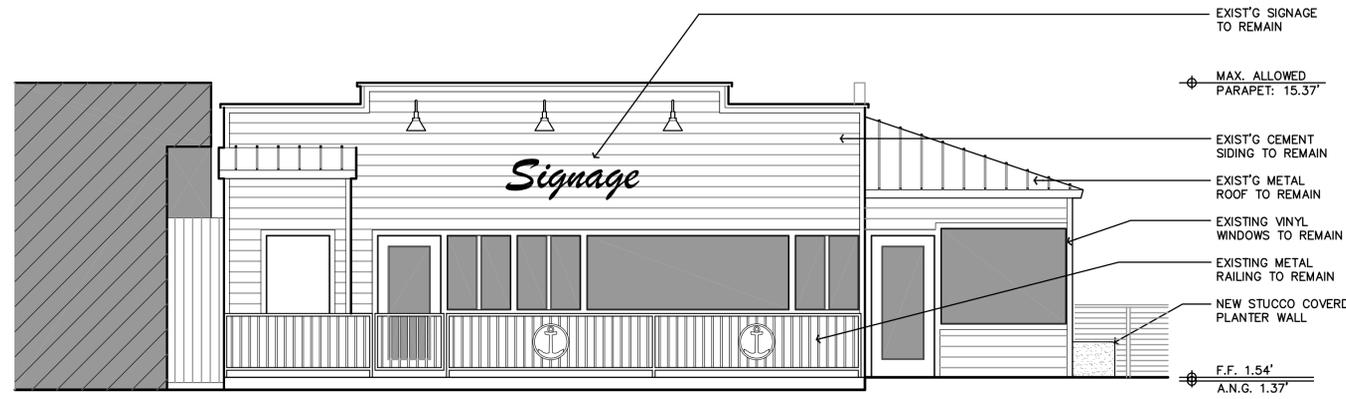
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WINDSCREEN & WINDOW BIRD STRIKE PROTECTION:

ALL EXISTING AND NEWLY INSTALLED WINDOWS SHALL BE FROSTED, PARTIALLY-FROSTED, OR OTHERWISE TREATED WITH VISUALLY PERMEABLE BARRIERS THAT ARE DESIGNED TO PREVENT BIRD STRIKES.

NEW FLOOR PLAN



EAST ELEVATION

SCALE: 1/4" = 1'-0"

EXTERIOR FINISHES:

MATERIALS OF CEMENT SIDING, VINYL WINDOWS, TRIM BOARDS ALL TO MATCH THOSE MATERIALS AND COLORS THAT ARE CURRENT INSTALLED ON THE EAST SIDE OF THE EXISTING STRUCTURE.

NEW ROLL-UP DOOR TO BE PAINTED TO MATCH SIDING.

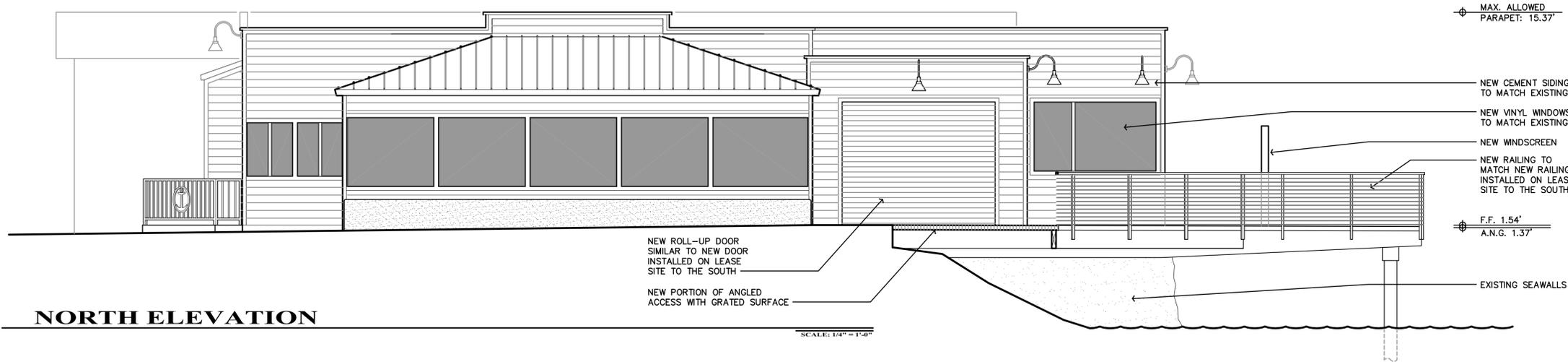
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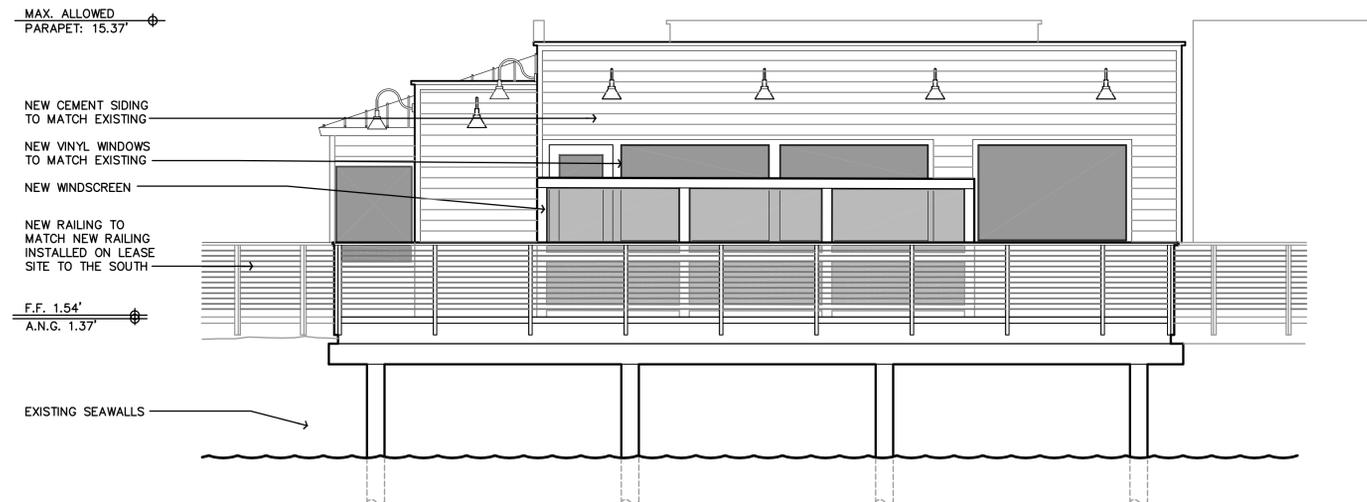
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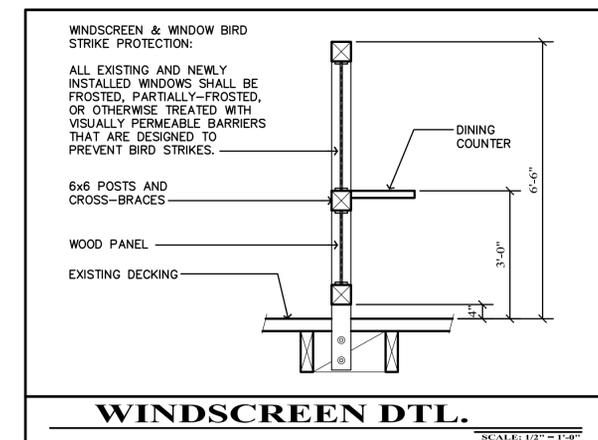
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"



WINDSCREEN DTL.

SCALE: 1/2" = 1'-0"

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STAMPS



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San Luis Obispo, CA 93401 | smithstructural.com

PROJECT

RESTAURANT REMODEL

FOR

STAN VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.
93442

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	09-105
Drawn By	CPP
Dwg. Date	08/13/17
Updated	-
Scale	AS NOTED

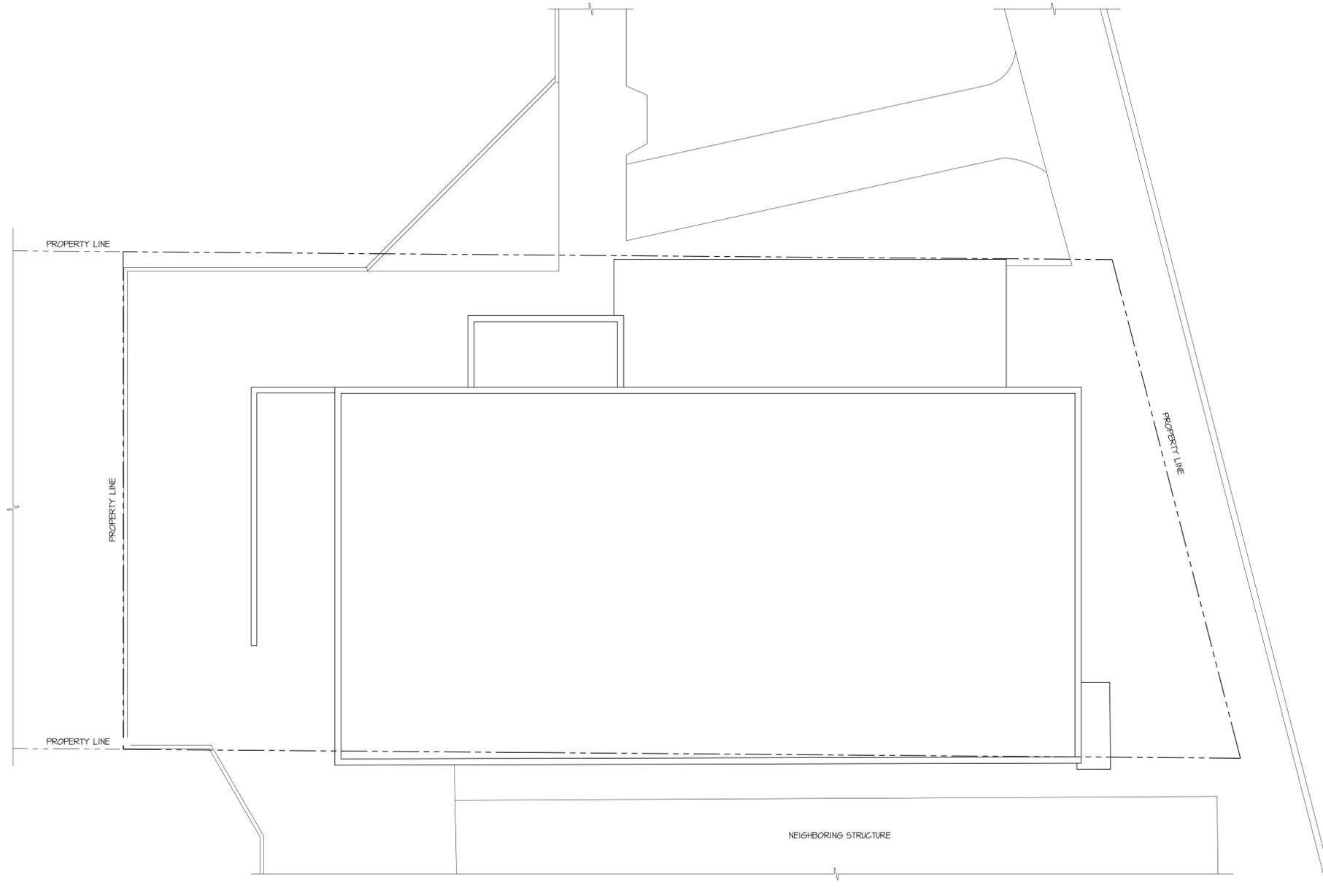
REVISIONS

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

A3.1



PROJECT INFO	
<u>PROJECT DESCRIPTION</u> THIS PROJECT IS FOR THE PIER REPAIR LOCATED AT 945 EMBARCADERO IN MORRO BAY, CA.	
<u>SITE SUMMARY</u>	
ADDRESS:	945 EMBARCADERO MORRO BAY, CA 93442
APN:	940-000-185

PROJECT DIRECTORY	
<u>OWNER</u> CITY OF MORRO BAY	
<u>LEASE HOLDER</u> STAN VAN BEURDEN 945 EMBARCADERO MORRO BAY, CA 93442	
<u>STRUCTURAL ENGINEER</u> SMITH STRUCTURAL GROUP, LLP 811 EL CAPITAN WAY, SUITE 240 SAN LUIS OBISPO, CA 93401 CONTACT: MICHAEL SMITH, P.E. CA LICENSE C35470 P: 805.439.2110 x101 F: 805.439.2125	

APPLICABLE CODES	
2016 CALIFORNIA BUILDING CODE (2016 CBC)	

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PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 516226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

SITE PLAN PROJECT INFO

SHEET NO.

T-1.0

EXISTING OVERALL SITE PLAN

SCALE: 1" = 5'

CONSTRUCTION MATERIALS AND METHODS

Best Management Practices will be employed to ensure the Ocean's water quality is protected during construction as follows:

This project will take place on the Embarcadero in Morro Bay

Timing:

- Care shall be taken to schedule the repair work at the lowest possible tides so that repair work can be done above the water level.

Debris:

- Any debris created in relation to the construction site shall be deposited into a roll-off type dumpster and not piled on the ground in areas where winds or rains could carry the debris into the bay.
- Any debris that is piled for transport to the roll-off shall be done so in a defined area that will not allow winds or rains to carry into the bay.
- Floating barriers shall be used around the construction area to contain any possible debris.

Spills:

- Any equipment to be used onsite for the construction of the addition shall be in good condition with no oil or fuel leakage.
- Should any equipment begin to leak, that equipment shall be removed from site immediately and repaired or replaced.
- A spill kit shall be maintained onsite, for use in containing and cleaning up minor equipment spills. The kit will consist of Absorbent Granules.
- There shall be no equipment refueling without adequate containment and spill response equipment.

House Cleaning:

- Daily house cleaning of the site shall occur to keep debris contained in proper waste containers.
- Shop VACs shall be kept on site to assist with clean up
- Brooms, Shovels and Dust Pans shall be kept on site at all times to be available for clean-up



STRUCTURAL NOTES

GENERAL NOTES

- The following notes, typical details and schedules shall apply to all phases of this project unless otherwise shown or noted.
- Specific notes and details shall take precedence over general notes and typical details.
- All materials and workmanship shall conform to the minimum standards of the 2016 edition of the California Building Code (CBC) and such other regulating agencies exercising authority over any portion of the work. The contractor shall have a current copy of the CBC on the job site.
- The "Contract or Construction Documents" shall consist of these notes, details, schedules, plans, and drawings, as well as attached specifications.
- All specifications, including but not limited to materials and products, shall be those put forth in the "Contract or Construction Documents". No substitutions shall be permitted to be used or assumed to be used in the bidding or construction process without written approval by the Engineer of Record.
- The contractor shall examine the "Contract or Construction Documents" and shall notify the Architect or Engineer of Record of any discrepancies he may find before proceeding with the work.
- All information on existing conditions shown on drawings are based on best present knowledge available, but without guarantee of accuracy. The Contractor shall verify and be responsible for all dimensions and conditions of the site and shall notify the Architect or Engineer of Record of any discrepancies between actual site conditions and information shown on or in the "Contract or Construction Documents" before proceeding with work.
- The Contractor shall immediately notify the Architect or Engineer of Record of any condition which in his opinion might endanger the stability of the structure or cause distress of the structure.
- All work shall conform to the best practice prevailing in the various trades comprising work. The Contractor shall be responsible for coordinating the work of all trades.
- These "Contract or Construction Documents" represent the finished structure, and do not indicate the method of construction. The Contractor shall supervise and direct the work and shall be solely responsible for construction means, methods, techniques, sequences and procedures.
- Inspection and approval for fabricator's shops used for fabrication of structural load bearing members, components, materials or assemblies shall conform to CBC Section 1704.2.5.
 - Labeling (as required or specified) shall be provided in accordance with CBC Section 1703.5.
 - Evaluation and follow-up inspection services (as required or specified), shall conform to CBC Section 1703.6.
- The Contractor shall refer to the specifications for information not covered by these drawings and General Notes.
- The Contractor shall provide temporary bracing and shoring for all structural members as required for structural stability of the structure during all phases of construction.
- The Contractor shall take all steps necessary to ensure proper alignment of the structure after the installation of all structural and finish materials. This shall include any necessary preloading of the structure to determine final position of the completed work.
- Observation visits to the project site by field representatives of Architect and/or Engineer of Record (support services) shall not include inspections of safety or protective measures, nor construction procedures, techniques or methods. Any support services performed by Architect or Engineer of Record during any phase of construction, shall be distinguished from continuous and detailed inspection services (as required by any regulating governmental agency, e.g. the Authority Having Jurisdiction) provided by others. These support services, whether of material or work, are performed solely for the purpose of assisting in quality control and in achieving conformance with contract documents, but do not guarantee Contractor's performance and shall not be construed as supervision of construction.
- Provide openings and supports as required per typical details and notes for mechanical, plumbing and electrical equipment, vents, ducts, piping, etc. All mechanical, plumbing and electrical equipment shall be properly "sway braced" against lateral forces.
- These notes, details, drawings and specifications (Contract or Construction Documents) do not carry necessary provisions for construction safety. These documents and all phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the current California Occupational Safety and Health Act.
- Where any conflict occurs between the requirements of federal, state and local laws, codes, ordinances, rules and regulations, the most stringent shall govern.
- Refer to the Architectural Drawings to coordinate with Structural Drawings. Any discrepancy between these drawings shall be referred to the Architect or Engineer of Record for clarification before start of construction.
- Written dimensions shall have precedence over scaled dimensions.
- Drawings (notes, schedules, details and plans) shall have precedence over Structural Calculations.
- In the event that certain features of the construction are not fully shown on the drawings or called for in the General Notes or Specifications, then their construction shall be of the same character as for similar conditions that are shown or called for.
- The Contractor shall have a copy of the Project Soils Investigation on the job site.
- ASTM designation and all standards refer to the latest amendments.
- These structural "Contract or Construction Documents" shall not be modified without prior written approval of the Engineer of Record.
- Only structural working drawings approved by the Authority Having Jurisdiction are permitted to be used for construction on this project. All other drawings or documents are obsolete and are not permitted on the job site, nor shall they be used for any construction purposes. Contractors using unapproved drawings or documents are solely responsible for all work not performed in accordance with the "approved" drawings.
- Refer to Architectural Drawings for all fire protection requirements.

SHOP DRAWING AND CONTRACTOR SUBMITTAL REVIEW

- Shop Drawings or Contractor Submittals should be provided for the fabrication (or mixing) of the following (but not limited to) components or elements.
 - Concrete (and/or grout) mix designs
 - Structural steel
 - Reinforcing steel
 - Substitute or alternate materials
 - Formwork and shoring
 - File Repair System
- The Contractor shall be responsible for production and approval of all shop drawings.
- When the Contractor submits shop drawings or other submittals to Architect/Engineer of Record for review, submittal package shall contain sufficient copies that Architect/Engineer of Record may retain a complete copy of submittal package. In addition, the Contractor shall allow sufficient time to thoroughly review submittal package (10 working days, minimum).
- Review of Shop Drawings or Contractor Submittal by Architect/Engineer of Record does not in any way constitute approval of submittal package. Architect/Engineer of Record's review is for general conformance with the design concept and contract documents. Review shall not be construed as relieving the Contractor from compliance with the contract documents.

DEMOLITION NOTES

- Safety Note:
 - It is solely the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the State of California, latest edition, and all OSHA Requirements.
 - The Architect, Engineer of Record, and the Owner do not accept any responsibility for the Contractor's failure to comply with these requirements.
 - The Contractor shall be responsible for adequate design and construction of all forms. Forms shall also be adequately braced and shored.
- Shore beams where necessary to maintain the structural integrity of the existing structure.
- Notify the Engineer of Record of any discrepancies between the plans and existing structure.
- The Contractor is responsible for the design and location of all shoring.

FOUNDATION NOTES

- Basis: See Structural Design Values Chart
- Unexpected soil conditions: Allowable values and foundation design are based upon soil conditions shown by test borings. Actual soil conditions which deviate appreciably from that shown in the test borings shall be reported to the Project Soils Engineer immediately.
- See Project Soils Investigation for compaction, fill, backfilling, and site preparation requirements and procedures.
- Excavate to required depths and dimensions (as indicated in drawings and Project Soils Investigation), cut square and smooth with firm level bottoms. Care shall be taken not to over-excavate foundation at lower elevation and prevent disturbing of soils around higher elevation.
- Footings shall be poured in neat excavations, without side forms whenever possible.
- Carry all foundations to required depths into compacted fill or natural soil (as per Structural Plans and Details, and Project Soils Investigation).
- Foundations shall not be poured until all required reinforcing steel, sleeves, inserts, conduits, pipes, etc. and formwork is properly placed and inspected by the Authority having Jurisdiction.
- All foundation excavations shall be inspected and approved by Project Soils Engineer, prior to forming and placement of reinforcing or concrete.
- The sides and bottoms of excavations which are to have concrete contact must be moistened several times just prior to pouring when them.
- De-water footings, as required, to maintain dry working conditions.

REINFORCING STEEL

- All reinforcing steel shall be deformed intermediate grade bars conforming to ASTM A615, Grade 60 ($f_y = 60$ ksi) unless noted otherwise.
- Reinforcing steel shall not be welded, unless specifically noted otherwise.
- Welding of reinforcing steel (where specifically noted or detailed) shall conform to ACI 318-14, Section 26.6.4 and AWS D1.4. Welded rebar shall be low-alloy steel conforming to ASTM A706.
- To hold reinforcing bars in their true position and prevent displacement, standard tie and anchorage devices must be provided. Placing of reinforcement shall conform to ACI 318-14 Section 26.6.2.
- Shop drawings for fabrication of any reinforcing steel shall be approved by Contractor and submitted to Architect or Engineer of Record, for their review, prior to fabrication.
- Refer to typical details for minimum splice length and minimum radius of bend of reinforcing steel.
 - All reinforcing steel splices shall be staggered 24", unless specifically noted or detailed otherwise.
 - All reinforcing bar bends shall be made cold.
- Fabrication, erection and placement of reinforcing steel shall conform to Concrete Reinforcing Steel Institute of Standard Practice.
- Reinforcing steel shall be clean of rust, grease or other material likely to impair bond.
 - Epoxy-coated reinforcement (where specifically noted or detailed) shall conform to ASTM A715.

CONCRETE

- All concrete shall have a minimum ultimate compressive strength (f'_c) as outlined below at 28 days. All concrete shall be regular weight (unless specifically noted otherwise).
 - Concrete for footings and slab on grade: 3,000 psi w/c = 0.50 max.
 - Concrete for piles: 3,000 psi w/c = 0.45 max.
- Maximum Fly Ash content shall be 15%, by weight, of total cementitious materials and shall conform to ASTM C618.
- All concrete work shall comply with CBC Chapter 19 and ACI 318-14 and latest edition of ACI Manual of Concrete Practice.
- Special Inspection (as required or specified) shall conform to CBC Chapter 17.
- Cement shall be portland cement Type III/V and shall conform to ASTM C150.
- Aggregates shall conform to ASTM C33, provide aggregates from a single source.
- Water shall conform to ASTM C194 and be potable.
- All splices are to be Class B unless specifically noted otherwise.
- Where not specifically detailed, the minimum concrete cover on reinforcing steel shall be:
 - Concrete cast against and permanently exposed to earth or weather: 3"
 - Concrete placed against forms, but exposed to earth or weather: 2"
 - Slabs, wall & joists, not exposed to earth or weather: 3/4"
 - Beams, girders & columns, not exposed to earth or weather: 1 1/2"
- Reinforcing bars larger than #8 are not permitted unless specifically detailed or noted otherwise.
- Location of all construction joints, other than specified, shall be approved by Architect/Engineer of Record prior to pouring. Construction joints shall be thoroughly air and water cleaned and heavily roughened so as to expose coarse aggregates. All surfaces to receive concrete shall be maintained continuously wet at least three hours in advance of pouring.
- All reinforcing steel, anchor bolts, dowels, inserts and any other hardware to be set in concrete shall be well secured in position prior to pouring of concrete.
- The Contractor shall obtain approval from Architect/Engineer of Record prior to placing sleeves, pipes, ducts, chases, coring and openings on or through structural concrete beams, walls, floors and roof slabs, unless specifically detailed or noted. All pipes or conduits passing through concrete members shall be sleeved with standard steel pipes. See typical detail for pipe through footing.

- Vibrate all concrete (including slabs on grade) as it is placed, with a mechanical vibrator operated by experienced personnel. The vibrator shall be used to consolidate the concrete, not transport it. Reinforcing and forms shall not be vibrated.
- Formwork design and removal shall conform to ACI 318-14 Section 26.11. Remove forms in accordance with the following minimum schedule:
 - Side forms of footings: Minimum 48 hours
 - Edge forms of slab on grade: Minimum 24 hours
 - Column forms: 72 hours & 70% of design strength

- Concrete shall not free fall more than six feet. Use tremie, pump or other approved methods.
- Concrete shall be maintained in a moist condition for a minimum of 5 days after placement.
- The Contractor may use concrete admixtures as a construction means and methods to execute "Contract or Construction Documents". Use of admixture is solely the responsibility of the Contractor.
- Mix designs shall be prepared by an approved testing laboratory, signed by a licensed engineer and shall be submitted to the Engineer of Record for approval.
- Only one grade of concrete shall be allowed on project site at any one time.
 - Concrete strength shall be verified by standard cylinder tests (in accordance with CBC Section 1705.3) made by an approved testing laboratory.
 - Concrete placed when the air temperature has fallen to, or is expected to fall below 40° shall conform to ACI 318-14 Section 26.5.4, and ACI 306R-16.
 - Concrete placed during hot weather shall conform to ACI 318-14 Section 26.5.5, and ACI 305R-14.
- Conduits and sleeves placed within structural concrete shall not be tied directly to structural reinforcement.
 - 1" concrete cover shall be maintained around all reinforcement.

STRUCTURAL DESIGN VALUES

All values reported are unfactored and strength level, unless noted otherwise	
Gravity Design Data	Value
Dead Loads:	
Roof Dead Load	15 psf
Deck Dead Load	30 psf
Exterior Wall Dead Load	15 psf
Live Loads:	
Roof Live Load (Reducible)	20 psf
Deck Live Load	100 psf
Deflection Criteria:	
Deck, Total Load	l/240
Deck, Live Load	l/360
Wind Design Data	
Design Wind Speed (3-sec gust), V_{LT}	110 mph
Design Wind Speed (3-sec gust), V_{ASD}	85 mph
Risk Category	III
Importance Factor, I_w	1.25
Exposure Category	0
Applicable Internal Pressure Coefficient	+ 0.18
Design Wind Pressure(s) for Components & Cladding (Not specifically designed by the Registered Design Professional, and to be modified by applicable factors per ASCE 1)	$q_z =$
Earthquake Design Data	
Risk Category	III
Importance Factor, I_e	1.25
Mapped Spectral Response Accelerations	$S_w = 1.167g$ $S_s = 0.431g$
Site Class	D
Spectral Response Coefficients	$S_w = 0.804g$ $S_s = 0.451g$
Sismic Design Category	D
Geotechnical Design Data	
Value	
Allowable Soil Bearing Pressure (DL + LL)	1500 psf
Design Active Pressure, P_a	35 pcF
Design At-Rest Pressure, P_o	55 pcF
Design Passive Pressure, P_p	100 pcF
Design Coefficient of Friction, f_f	0.25

STRUCTURAL OBSERVATION

- Structural Observation is the visual observation of the structural system by a Registered Design Professional for general conformance to the approved construction documents at significant construction stages and at completion of the structural system. Structural Observation does not include or waive the responsibility for the inspection required by Section 110, 1104 or other Sections of the California Building Code.
 - All Structural Observation shall be provided in accordance with CBC Sections 1702 and 1704.6.
 - The owner shall employ the Engineer of Record to perform Structural Observation in accordance with CBC Section 1704.6. The Engineer of Record may designate another Engineer or Architect to perform Structural Observation.
- The contractor shall notify this office 48-72 hours in advance of requesting a Structural Observation.
- Structural Observation is required at significant construction stages and at completion of the structural system, as follows:
 - Footing excavations completed, footing reinforcing bars in-place, embedded items in place, mechanical, plumbing and electrical items in place and prior to concrete placement.
 - All structural work completed including the installation of mechanical, plumbing, and electrical items.
- The Structural Observer shall submit to the Authority Having Jurisdiction a written statement that the site visits have been made and identifying any structural deficiencies that, to the best of their knowledge, have not been resolved.

ABBREVIATIONS

A.B.	Anchor Bolt	ID	Inside Diameter
ABV.	Above	IN.	Inch, Inches
ACI	American Concrete Institute	INT.	Interior
ADDL	Additional		
ADJ.	Adjacent	JST.	Joist
AHJ	Authority Having Jurisdiction		
AISC	American Institute of Steel Construction	ksi	Kips per Square Inch
AITC	American Institute of Timber Construction	LL	Live Load
AOR	Architect of Record	LN	Lightweight
APA	American Plywood Association	L5L	Laminated Strand Lumber
		LVL	Laminated Veneer Lumber
APPROX.	Approximate(ly)	MAX.	Maximum
ASCE	American Society of Civil Engineers	MB	Machine Bolt
ARCH.	Architect, Architecture	MBM	Metal Building Manufacturer
ASTM	American Society of Testing and Materials	MECH.	Mechanical
		MSE	Mechanically Stabilized Earth
ATR	All Thread Rod	MFR.	Manufactured, Manufacturer
AWS	American Welding Society	MIN.	Minimum
		MPH	Miles per Hour
		MTL.	Metal
BLDG.	Building	(N)	New
BLK.	Block	N.T.S.	Not to Scale
BLKD.	Blocked		
BLKG	Blocking		
BM.	Beam		
B.O.	Bottom of _____	o.c.	On Center
BOT.	Bottom	o/	Over
BRG.	Bearing	OD	Outside Diameter
b/t	Between	OSB	Oriented Strand Board
		OSHPD	Office of State Health Planning and Development
CAC	California Administrative Code	OKSJ	Open Web Steel Joist
CANT.	Can't		
CBC	California Building Code	PEN.	Penetration
CIP	Cast-in-place	PL.	Plate
C-J	Control Joint	PLYND.	Plywood
C-JP	Complete Joint Penetration	PJP	Partial Joint Penetration
C	Centerline	psi	Pounds per Square Inch
CLS.	Ceiling	PSF	Pounds per Square Foot
CLR.	Clear	PSL	Parallel Strand Lumber (Paralam)
CNU	Concrete Masonry Unit		
COL.	Column	PEMB	Pre-Engineered Metal Building
CONC.	Concrete		
CONN.	Connection	PERF.	Perforated
CONST.	Construction	PTDF	Pressure Treated Douglas Fir
CONT.	Continue, Continuous	PW	Puddle Weld
Ø	Diameter	Q.D.	Quality Assurance
Perry		Q.C.	Quality Control
DBL.	Double		
DCW	Demand Critical Weld		
DET.	Detail	RBS	Reduced Beam Section
DEMO	Demolition	REDWOOD	Redwood
DF	Douglas Fir	REBAR	Reinforcing Bar
DIAG.	Diagonal	REINF.	Reinforcement
DL	Dead Load	RET.	Retaining
DSA	Division of State Architect	REQD	Required
DWGS.	Drawings	S.F.	Square Feet
		SHT.	Sheet
EA.	Each	SHTG	Sheathing
E.F.	Each Face	SIM.	Similar
ELEC.	Electric, Electrical	SIP	Structural Insulated Panel
ELEV.	Elevation	SJI	Steel Joist Institute
EMBED.	Embedded, Embedment	SLR5	Seismic Load Resisting System
EN.	Edge Nailing		
ENR	Engineer of Record	SM5	Sheet Metal Screw
EQ.	Equal	SO.	Square
EQUIP.	Equipment	SS	Select Structural
E.S.	Each Side	STAAGD	Staggered
E.W.	Each Way	STD.	Standard
(E)	Existing	STL.	Steel
EXT.	Exterior	SW	Shearwall
		SEOR	Structural Engineer of Record
FAB.	Fabricated	T4B	Top and bottom
FDN.	Foundation	T4G	Tongue and Groove
F.F.	Finish Floor	THRD	Threaded
FLR.	Floor	T.O.	Top of _____
F.O.	Face of _____	TYP.	Typical
FRMG.	Framing		
FT.	Foot,Feet	UNBLKD.	Unblocked
FTG.	Footing	UNO.	Unless Noted Otherwise
		URM	Unreinforced Masonry
GA.	Gauge	VERT.	Vertical
GALV.	Galvanized	VIF	Verify in Field
GEOR	Geotechnical Engineer of Record		
GLB	Glued-Laminated Beam		
GYP. BD.	Gypsum Board		
HDR.	Header	w/	With
HD.	Holdown	w/c	Water/Cement Ratio
HORIZ.	Horizontal	WD.	Wood
HSS	Hollow Steel Section	WP.	Working Point
HT.	Height	W5.M.F.	Welded Steel Moment Frame
		W55	Welded Steel Stud
IBC	International Building Code	WT.	Weight
ICC	International Code Council	WNM	Welded Wire Mesh
ICF	Insulated Concrete Form		

SYMBOLS

	Concrete Footing
	Existing Footing to Remain
	Cast-in-Place Drilled Concrete Pier -Refer to Schedule
	Elevation Reference
	Post, Column or Column Footing Reference -Refer to Schedules
	Reference Note
	Detail Number Reference
	Sheet Number Reference

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DRAWING PHASE

DESIGN
DEVELOPMENT

Project No.	SSG 816226	09-1105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

STRUCTURAL
NOTES

SHEET NO.

S-1.0

STRUCTURAL NOTES, CONTINUED

STRUCTURAL STEEL AND WELDING

- All structural steel construction shall conform to AISC 360-10 and AISC 341-10.
 - Fabrication of all structural steel shall be done in the shop of an approved fabricator. Inspection and approval for fabricator's shops used for fabrication of structural load bearing members, components, materials or assemblies shall conform to CBC Section 1704.2.5.
- All structural steel shall conform to the following specifications:
 - Angles, channels, plates, bars, rounds, and other miscellaneous shapes: Shall conform to ASTM A36 and shall have a minimum yield stress (F_y) of 36 ksi.
 - Wide-flange shapes: Shall conform to ASTM A992 and shall have a minimum yield stress (F_y) of 50 ksi.
 - Steel pipe columns: Shall be welded seamless pipe conforming to ASTM A53, Grade B, and shall have a minimum yield stress (F_y) of 35 ksi.
 - Structural tubes: Shall be ASTM A500, Grade B, and shall have a min. yield stress (F_y) of 46 ksi.
 - Round structural tubes: Shall be ASTM A500, Grade B, and shall have a min. yield stress (F_y) of 42 ksi.
- Special Inspection shall be provided for all structural steel and welding, in accordance with CBC Chapter 17.
- All structural steel shall be fabricated, erected and welded in accordance with AISC Specifications for Structural Steel Buildings (AISC 360-10) and Code of Standard Practice for Steel Buildings and Bridges (AISC 303-10).
- All welding shall be done by qualified and certified welders.
- No field welding permitted, unless specifically noted otherwise.
- Shop drawings for the fabrication of any structural steel shall be approved by the Contractor and submitted to Architect or Engineer of Record for their review, prior to fabrication.
- No holes other than those specifically detailed shall be allowed through structural steel members. Burning of holes is not permitted.
- All structural steel shall be painted one shop coat and field touched-up, as necessary, with approved "Zinc Rich" or other high quality exterior primer.
- All bolts shall conform to ASTM A307 (U.N.O.)
- All welding shall conform to "AWS D1.1 and D1.8" specifications for welding. (E-TOXX Electrodes).
- All headed studs (for concrete anchorage) shall be manufactured by Nelson or approved equal.
- Where fillet weld size is not indicated, use "AWS" minimum size based on the thickness of the thinner part being welded, as specified in AISC Specifications for Structural Steel Buildings (AISC 360-10), Section J2.2.
- All butt welds to be complete joint penetration, unless specifically noted otherwise.
- Welder qualification requirements, welding procedure and welding electrodes for all structural steel (except structural sheet steel, see steel decking) shall conform to CBC Sections 1705.2.1 and 2204.1.
- Provide hot dip galvanizing or 3" minimum concrete cover around all structural steel below grade.
- Structural steel embedded into concrete or masonry shall be unpainted.
- ASTM A1852 bolts are an acceptable substitution for A325 bolts.

WOOD

- Lumber grades, minimum (INO): Douglas Fir-Larch

2x studs, blocking & plates: bearing walls	No. 2 or better
non-bearing walls	Construction or better
2x joists	No. 2 or better
4x beams	No. 2 or better
6x beams:	
exposed (int/ext)	Select Structural better
non-exposed	No. 1 or better
4x posts	No. 2 or better
6x posts	No. 1 or better
- Foundation sill plates shall be California Redwood (close grain) or preservative-treated (see CBC Section 2303.1.4) Douglas Fir. Refer to Project shear wall schedules and foundation plan for anchor bolt size and spacing.
- Rated sheathing shall be Structural I with exterior glue, as graded by the APA.
 - Rated sheathing shall conform to CBC Section 2303.1.5
 - OSB shall conform to United States Product Standard PS 1 OR PS 2.
- All sawn lumber or timber shall conform to CBC Section 2303.1.1.
- Maximum moisture content for all structural members shall not exceed 19% (unless specifically noted otherwise).
- Treat faces of all cut preservative treated lumber.

WOOD FASTENERS

- Nailing for framing shall be with 'common' nails (U.N.O.).
- Lag screws shall be screwed into predrilled holes. Clearance hole for the shank portion and lead hole for threaded portion shall be drilled in accordance with NDS-15 Section 12.1.4.
- Bolts (bolt head and nut) shall have standard cast iron malleable iron washers (unless used with metal side plates or angles).
- Bolt holes through lumber shall be drilled $\frac{1}{16}$ " larger than bolt diameter.
- All bolts shall conform to ASTM A307.
- Bolt tightening: Take up snug and re-tighten at the latest practicable time during construction.
- Nails shall not be driven closer than $\frac{1}{2}$ of their length, not closer to the edge of the member than $\frac{1}{4}$ length, except for sheathing.
- Sub-bore when nails tend to split wood. Sub-bore for 20d and larger nails. Drill diameter shall be 0.75 times nail diameter.
- Fasteners in preservative-treated lumber shall be stainless steel, silicon bronze, copper or hot-dip zinc coated galvanized steel fasteners.
 - Zinc-coated fasteners shall conform to ASTM A653, Type G185.

CARPENTRY/FRAMING

- Carpentry and framing shall conform to CBC Section 2304.
 - Refer to Fastener Schedule included in the Structural Notes
- Metal framing angles, anchors, clips, straps, ties, holdowns, etc. shall be manufactured by Simpson Strong-Tie Co. or an approved equal.
- Rated sheathing used in roofs, floors and decks, shall be placed with face grain perpendicular to supports. Rated sheathing sheets shall be staggered.
- Face nail all double (and triple) 2x studs and joists together with 16d @ 12" o.c., stagger nails.
- Unless noted otherwise, the minimum sill plate bolting shall be $\frac{3}{8}$ " diameter x 10" anchor bolt @ 4'-0" o.c. There shall be a minimum of two bolts per plate with one bolt within 6" to 12" of each end of plate. Refer to Wood Note #2 and Wood Fasteners Note #1.
- Interior non-bearing, non-shear, stud wall sill plates may be secured to concrete slabs with "Hilti" type X-U (with 1" minimum embedment) shot pins @ 16" o.c. with steel washers. Installation shall conform to ICC-ES ESR-2264.
- In general, sheathing panel edges (for shear walls, roofs, floors and decks) shall bear on framing members (2x minimum).
 - Place beams with natural camber upward.
- Provide continuous double 2x wall width (2x4, minimum) plates at top of all bearing walls and 2x wall width bottom or sill plate at bottom of wall. Unless otherwise specifically noted or detailed splices in continuous double 2x top plates shall be lapped 4'-0" (minimum) with 16d @ 6" o.c. (staggered).
- Where wood stud walls abut concrete or masonry walls, the end stud (PTDF or Redwood) shall be bolted to concrete/masonry with $\frac{3}{8}$ " diameter A.B. (with embedment of $\frac{3}{4}$ wall thickness) 12" from top and bottom of stud and at 4'-0" o.c. The bolts shall be centered on the stud.
- Provide 2x solid blocking between all joists and rafters at all supports and under all partitions. Provide double 2x joists directly below all interior partition where framing is parallel. Provide 2x solid blocking (or approved bridging) at 8'-0" o.c. between 2x12 and larger joist and rafters. Blocking shall be full depth of joists and rafters.
- No structural members (joists, plates, studs, beams, columns, girder, post, truss, etc.) shall be notched, cut or drilled (except for those holes required for bolting) unless specifically noted (Refer to notes #13 and #14 below) or detailed otherwise, or with written approval from Architect/Engineer of Record.
- Holes and notches in joists:
 - Notching at the ends of roof or ceiling joists shall not exceed one-fourth the joist depth. Notches in the top & bottom of joists (2x, sawn lumber) shall not exceed one sixth the depth and shall not be located in the middle third of the span.
 - Holes bored in joists shall not exceed one third of joist depth and shall be located within middle $\frac{1}{3}$ of span and within the middle third of joists depth (2" minimum clear top and bottom).
- Holes and notches in studs, plates and sills: Bored holes may be placed in studs, plates and sills provided they are accurately centered about stud, spaced a minimum of 12" apart and hole diameter does not exceed 25% of stud width. Studs may be notched provided notch depth does not exceed 25% of stud width. When bored hole exceeds 25% of stud width, reinforce plate, sill or studs as follows:
 - Plates: $\frac{1}{2}$ " x $\frac{1}{8}$ " strap each side of plate nailed with 6-16d nails each side of hole. Holes over 40% of the plate width are not permitted in any plate. Any pipe or conduit requiring a hole larger than 40% of the plate width shall be brought to the attention of the engineer immediately.
 - Sills: Splice in a manner similar to plates above, at holes between 25% and 40% of sill width. Sills may be completely cut on each side of a pipe or conduit provided an additional anchor bolt or 6-16d is placed within 9" of the end of the sill, each side of the pipe or conduit.
 - Studs: Block on each side of stud with block of same material and dimension as stud; extend 2" stud widths each side of hole and provide 3-16d nails to stud each side of hole. Bored holes greater than 40%, but less than 60% of the width of the stud are permitted, where each stud is doubled and not more than two successive double studs are so bored and each bored stud is reinforced as above.
 - Bored holes shall not be located at the same section of stud as a cut or notch.
- Rated sheathing shear walls shall be constructed in accordance with CBC Section 2306.3. No openings are allowed in shear walls, unless specifically noted or detailed.
- Provide 3"x3"x $\frac{1}{4}$ " steel plate washers at anchor bolts at all structural walls.
- Framing around flues and chimneys shall conform to CBC Section 2304.5.
- Pipes in walls shall conform to CBC Section 2306.5.B.

WOOD POLE/PILE SPECIFICATIONS

- Wood pole/pile description:
 - All wood pole/pile shall be pacific coast Douglas Fir round timber pole/pile.
 - All wood pole/pile shall conform to CBC Section 1810.3.2.4 and ASTM D25.
 - All wood pole/pile shall be preservative-treated in accordance with CBC Section 1810.3.2.4.1. Preservative treatment process and preservative shall be approved by Project Soils Engineer.
- Provide special inspection in accordance with CBC Section 1705.7 and Table 1705.7.
- Inspection and quality:
 - All wood pole/pile shall be inspected by the Project Soils Engineer for conformance with these notes and specifications. The Contractor shall allow sufficient time for such inspections.
 - The Project Soils Engineer and Engineer of Record shall have the right to reject any wood pole that does not conform to these notes and specifications or is in their opinion defective to a degree that would inhibit said pole from developing the design load with an appropriate factor of safety.
 - Wood pole/pile shall be sound wood and free of decay and insect attack.
 - Wood pole/pile placement operations shall be continuously inspected by Project Soils Engineer (see also drilled caisson/pier notes).
- Pole/pile Lengths:
 - No wood pole/pile shall be shorter than ten (10) feet.
 - No wood pole/pile shall be longer than forty (40) feet. Written notice from the Engineer of Record is required, if it is necessary to use wood pole/pile longer than forty (40) feet.
- Pole/pile Size:
 - The diameter of the wood pole/pile shall conform (equal to or greater than) to applicable wood pole/pile details.
- Pole/pile Alignment:
 - Vertical wood pole/pile shall not vary more than two (2) percent from vertical plumb position.
 - Wood pole/pile shall be centered within drilled caisson/pier.
- Protection:
 - Use of all means necessary to protect wood pole/pile before, during, and after installation, is required.
- Replacements:
 - In the event of damage, all repairs and replacements shall be made subject to the Project Soils Engineer, Engineer of Record and Architect's approval.
- Splices:
 - Splices in wood pole/pile are not permitted unless specifically noted, or detailed otherwise.

FASTENING SCHEDULE (CBC T2304.9.1)

Connection	Fastening Common or box nails are permitted to be used except where otherwise stated	Location
1. Blocking between joists or rafters to top plate	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail, each end
2. Ceiling joists to plate	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail
3. Ceiling joists, laps over partitions	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") minimum, Table 2308.7.3.1 4 - 3"x0.131" Nails	Face nail
4. Ceiling joists to parallel rafters	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") minimum, Table 2308.7.3.1 4 - 3"x0.131" Nails	Face nail
5. Collar tie to rafter	3 - 10d Common (3"x0.148") 4 - 3"x0.131" Nails	Face nails
6. Rafter to plate	3 - 10d Common (2 $\frac{1}{2}$ "x0.131") 4 - 3"x0.131" Nails	Toenail
7. Roof rafter to 2x ridge board	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
8. Jack rafter to hip	3 - 10d Common (3"x0.148") 4 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 1/2"x0.162") 3 - 3"x0.131" Nails	End nail
9. Built-up corner studs	16d Common (3 $\frac{1}{2}$ "x0.162") @ 24" o.c. 3"x0.131" Nails @ 16" o.c.	Face nail
10. Built-up header, two pieces	16d Common (3 $\frac{1}{2}$ "x0.162") @ 16" o.c.	Face nail
11. Continuous header to stud	4 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Toenail
12. Double top plates	16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 3"x0.131" Nail @ 12" o.c. 8 - 16d Common (3 $\frac{1}{2}$ "x0.162") 12 - 3"x0.131" Nails	Typical face nail Lap splice, minimum 24" lap
13. Double studs	16d (3 $\frac{1}{2}$ "x0.162") @ 24" o.c. 3"x0.131" Nail @ 16" o.c.	Face nail
14. Sole plate to joist or blocking	16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 3"x0.131" Nails @ 8" o.c.	Typical face nail
15. Sole plate to joist or blocking at braced wall panel	2-16d (3 $\frac{1}{2}$ "x0.162") @ 16" o.c. 4 - 3"x0.131" Nails @ 16" o.c.	Braced wall panels
16. Stud to sole plate	4 - 8d Common (2 $\frac{1}{2}$ "x0.131") 4 - 3"x0.131" Nails	Toenail
	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
17. Top plate to stud	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	End nail
18. Top plates, laps and intersections	2 - 16d Common (3 $\frac{1}{2}$ "x0.162") 3 - 3"x0.131" Nails	Face nail
19. 1" diagonal brace to each stud and plate	2 - 8d Common (2 $\frac{1}{2}$ "x0.131") 2 - 3"x0.131" Nails	Face nail
20. 1"x8" sheathing to each bearing	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
21. Wider than 1"x8" sheathing to each bearing	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
22. Joist to sill or girder	3 - 8d Common (2 $\frac{1}{2}$ "x0.131") 3 - 3"x0.131" Nails	Toenail
23. Rim joist to top plate	8d (2 $\frac{1}{2}$ "x0.131") @ 6" o.c. 3"x0.131" Nail @ 6" o.c.	Toenail
24. 1"x6" subfloor or less to each joist	2 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail
25. 2" subfloor to joist or girder	2 - 16d Common (3 $\frac{1}{2}$ "x0.162")	Blind and face nail
26. 2" planks	16d Common (3 $\frac{1}{2}$ "x0.162")	At each bearing
27. Built-up girder and beams	20d Common (4"x0.142") 32" o.c. 3"x0.131" Nail @ 24" o.c. 2 - 20d Common (4"x0.142") 3 - 3"x0.131" Nail	Face nail at top and bottom staggered on opposite sides Face nail at ends and at each splice
28. Ledger strip	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") 4 - 3"x0.131" Nails	Face nail
29. Joist to band joist	3 - 16d Common (3 $\frac{1}{2}$ "x0.162") 4 - 3"x0.131" Nails	End nail
30. Bridging to joist or blocking	2 - 8d Common (2 $\frac{1}{2}$ "x0.131") 2 - 3"x0.131" Nails	Toenail each end
31. Wider than 1"x6" subfloor to each joist	3 - 8d Common (2 $\frac{1}{2}$ "x0.131")	Face nail

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PROJECT

RESTAURANT
REMODEL

FOR
STAN
VAN BEURDEN

945 EMBARCADERO
MORRO BAY, CALIF.

DRAWING PHASE

DESIGN
DEVELOPMENT

Project No.	SSG S16226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

STRUCTURAL
NOTES

SHEET NO.

S-1.1

SPECIAL INSPECTION

GENERAL NOTES			
1.	All Special Inspection shall be provided in accordance with CBC Section 1704 and 1705.		
2.	Where Special Inspection is required, all inspection or testing shall be provided by an "approved agency" in accordance with CBC Section 1702.1, 1703.1 and 1704.1.		
3.	Special Inspectors shall keep records of inspections. The Special Inspector shall furnish inspection reports to the Authority Having Jurisdiction, and to the Architect or Engineer of Record. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Authority Having Jurisdiction and to the Architect or Engineer of Record prior to the completion of that phase of work. A final report documenting required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the Authority Having Jurisdiction prior to the start of work.		
4.	Special Inspectors shall be approved by local Authority Having Jurisdiction in accordance with CBC Section 1704.2.1.		
5.	Local Authority Having Jurisdiction may require Special Inspection for "Special Cases" in accordance with CBC Section 1705.1.1		
6.	Contractor's responsibility: Each contractor responsible for the construction of a Main Lateral-Force-Resisting System, listed in the Statement of Special Inspection shall submit a written statement of responsibility to the Authority Having Jurisdiction and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following: A. Acknowledgement of awareness of the special requirements contained in the statement of special inspections; B. Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the Authority Having Jurisdiction; C. Procedures for exercised control within the contractor's organization, the method and frequency of reporting and the distribution of the reports; and D. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.		
7.	Refer to Special Inspection requirements by other disciplines not included herein.		
SOILS ^a			
Verification and Inspection	Continuous	Periodic	
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.		✓	
2. Verify excavations are extended to proper depth and have reached proper material.		✓	
3. Perform classification and testing of compacted fill materials.		✓	
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	✓		b
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.		✓	
Notes: Soils a. CBC Section 1705.6 and Table 1705.6 b. With the approval of the Authority Having Jurisdiction and the recommendation of the Geotechnical Engineer of Record, Special Inspection of grading operations may be periodic per CBC Section 1704.2, Exception 1.			
STRUCTURAL WOOD ^{ab}			
Verification and Inspection	Continuous	Periodic	
1. Nailing, anchoring and other fastening of components within the Main Lateral Force-Resisting system, including shearwalls, wood diaphragms, drag struts, and holdowns (required for nail or screw spacing of 4" o.c. or less)			✓
Notes: Structural Wood a. CBC Section 1705.5, 1705.11.1 and 1705.12.2 b. The Special Inspection of Structural Wood may be satisfied by Structural Observation performed by the Designated Registered Design Professional			

STEEL CONSTRUCTION ^{ab}			
Verification and Inspection	Continuous	Periodic	
Required verification and inspection of steel construction			
1. Material verification of structural steel, cold-formed steel deck, high-strength bolts, nuts and washers:			
a. For structural steel, identification markings to conform to AISI 360, or ASTM Standards Specified in approved Construction Documents. Manufacturer's certificate of compliance required.			✓
2. Material verification of structural steel or cold-form steel deck:			
a. Identification markings to conform to ASTM standards specified in the approved construction documents.			✓
b. Manufacturer's certified test reports.			✓
3. Inspection of high-strength bolting:			
a. Snug-tight joints			✓
b. Pretensioned and slip-critical joints using turn-of-nut with matchmarking, twist off bolt or direct tension indicator methods of installation			✓
c. Pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation	✓		
4. Material verification of weld filler materials:			
a. Identification markings to conform to AWS specification in the approved Construction Documents			✓
b. Manufacturer's certificate of compliance required			✓
5. Inspection of welding:			
a. Structural steel and cold formed steel deck:			
1) Complete and partial joint penetration groove welds	✓		
2) Multi-pass fillet welds	✓		
3) Single-pass fillet welds > 3/8"	✓		
4) Plug and slot welds	✓		
5) Single-pass fillet welds ≤ 3/8"			✓
b. Reinforcing steel: ^d			
1) Verification of weldability of reinforcing steel other than ASTM A106.			✓
2) Shear reinforcement	✓		
3) Other reinforcing steel			✓
6. Inspection of steel frame joint details for compliance:			
a. Details such as bracing and stiffening			✓
b. Member locations			✓
c. Application of joint details at each connection			✓
Inspection tasks prior to welding			
1. Welding procedure specifications (WPS) available	✓		
2. Manufacturer certifications for welding consumables available	✓		
3. Material identification (type/grade)			✓
4. Welder identification system ^e			✓
5. Fit-up of groove welds (including joint geometry) Joint preparation, dimensions, cleanliness, tacking, backing type and fit			✓
6. Configuration and finish of access holes			✓
7. Fit-up of fillet welds Dimensions, cleanliness, tacking			✓
8. Check welding equipment			
Inspection tasks during welding			
1. Use of qualified welders			✓
2. Control and handling of welding consumables Packaging, exposure control			✓
3. No welding over cracked tack welds			✓
4. Environmental conditions Wind speed within limits, precipitation and temperature			✓

STEEL CONSTRUCTION, CONTINUED			
Verification and Inspection	Continuous	Periodic	
Inspection tasks during welding (Continued)			
5. WPS followed Settings on welding equipment, travel speed, selected welding materials, shielding gas type/flow rate, preheat applied, interpass temperature maintained min/max, proper position (F, V, H, OH)			✓
6. Welding techniques Interpass and final cleaning, each pass within profile limitations			✓
Inspection tasks after welding			
1. Welds cleaned			✓
2. Size, length and location of welds	✓		
3. Welds meet visual acceptance criteria Crack prohibition, weldbase-metal fusion, crater cross section, weld profiles, weld size, undercut, porosity	✓		
4. Arc strikes	✓		
5. k-Area ^f	✓		
6. Backing removed and weld tabs removed (if required)	✓		
7. Repair activities	✓		
8. Document acceptance or rejection of welded joint or member	✓		
Inspection tasks prior to bolting^g			
1. Manufacturer's certifications available for fastener materials	✓		
2. Fasteners marked in accordance with ASTM requirements			✓
3. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane)			✓
4. Proper bolting procedure selected for joint detail			✓
5. Connecting elements, including the appropriate flaying surface condition and hole preparation, if specified, meet applicable requirements			✓
6. Pre-installation certification testing by installation personnel observed and documented for fastener assemblies and methods used			✓
7. Proper storage provided for bolts, nuts, washer and other fastener components			✓
Inspection tasks during bolting			
1. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required			✓
2. Joint brought to the snug-tight condition prior to the pretensioning operation			✓
3. Fastener component not turned by the wrench prevented from rotating			✓
4. Fasteners are pretensioned in accordance with the RCSC specification, progressing systematically from the most rigid point toward the free edges, see Minimum Bolt Pretension table below			✓
Inspection tasks after bolting			
1. Document acceptance or rejection of bolted connections	✓		
Notes: Steel Construction a. CBC Section 1705.2 and Table 1705.2.2 b. CBC Section 1707.11.1 c. AWS D1.3 d. AWS D1.4, ACI 308: Section 35.2 e. The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type. f. When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 inches of the weld g. All methods of installation for high strength bolts shall require verification of pre-tension by a Skidmore-Wheeler calibrator for each batch or source of bolts used (see minimum pre-tension chart below).			
Minimum Bolt Pretension (kips)			
Bolt size, inches	Group A (A325, etc.)	Group B (A490, etc.)	
1/2" Diameter	12	15	
3/8" Diameter	19	24	
3/4" Diameter	28	35	
7/8" Diameter	39	49	
1" Diameter	51	64	
1 1/8" Diameter	56	80	
1 1/4" Diameter	71	102	
1 3/8" Diameter	85	121	
1 1/2" Diameter	103	148	

CONCRETE CONSTRUCTION ^{ab}			
Verification and Inspection	Continuous	Periodic	
1. Inspection of reinforcing steel including prestressing tendons, and placement. ^c			✓
2. Inspection of reinforcing steel welding in accordance with Table 1705.2.2, Item 3b. ^d			✓
3. Inspection of anchors post installed in hardened concrete members. ^{1P}			✓
4. Inspection of anchors post installed in hardened concrete members. ^{1P}			✓
5. Verifying use of required design mix. ⁹			✓
6. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. ¹¹	✓		
7. Inspection of concrete and shotcrete placement for proper application techniques. ¹	✓		
8. Inspection for maintenance of specified curing temperature and techniques. ¹	✓		
9. Inspection of prestressed concrete. ⁶ a. Application of prestressing forces b. Grouting of bonded prestressing tendons in the Seismic Force-Resisting System	✓		
10. Erection of precast concrete members. ¹			✓
11. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs. ⁸			✓
12. Inspect formwork for shape, location and dimensions of the concrete member being formed. ⁶			✓
Notes: Concrete Construction a. Where applicable, see also CBC Section 1705.12, Special Inspections for seismic resistance b. Specific requirements for Special Inspection shall be included in the research report for the anchor issued by an approved source in accordance with ACI 308-14 Section 17.8.2 or other requirements. Where specific requirements are not provided, Special Inspection requirements shall be specified by the Registered Design Professional and shall be approved by the Building Official prior to the commencement of the work. c. ACI 308: Ch. 20, 25.2, 25.3, 26.5-1-26.5.3, CBC: 1908.4 d. AWS D1.4, ACI 308: 26.5.4 e. ACI 308: 17.8.2 f. ACI 308: 17.8.2.4, 17.8.2 g. ACI 308: Ch. 19, 26.4.3, 26.4.4, CBC: 1904.1, 1904.2 h. ASTM C112, ASTM C31, ACI 308: 26.4.5, 26.12, CBC: 1908.10, 1908.2, 1908.3 i. ACI 308: 26.4.5, CBC: 1908.6, 1908.7, 1908.8 j. ACI 308: 26.4.7-26.4.9, CBC: 1908.9 k. ACI 308: 26.4.2.1, 26.9.2.3 l. ACI 308: Ch. 26.8 m. ACI 308: 26.10.2 n. ACI 308: 26.10.1 (b) o. CBC Section 1705.3 and Table 1705.3 p. See Special Cases Special Inspection for more requirements			
SPECIAL CASES			
Verification and Inspection	Continuous	Periodic	
Adhesive anchors (Epoxy)			
1. Inspection of anchors installed in hardened concrete. Installed in horizontally or upwardly inclined orientations to resist sustained tension loads. (Concrete shall be cured for a minimum of 21 days)	✓		
2. All other installations of adhesive anchors.			✓
Mechanical anchors			
1. Inspection of anchors installed in hardened concrete.			✓

DRIVEN PILE FOUNDATIONS ^a			
Verification and Inspection	Continuous	Periodic	
1. Verify element materials, sizes and lengths comply with the requirements.	✓		
2. Determine capacities of test elements and conduct additional load tests, as required.	✓		
3. Inspect driving operations and maintain complete and accurate records for each element.	✓		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	✓		
5. For steel elements, perform additional inspections in accordance with CBC Section 1705.2.			
6. For concrete elements and concrete-filled elements, perform additional inspections in accordance with Section 1705.3.			
7. For specialty elements, perform additional inspections as determined by the Registered Design Professional in Responsible Charge.			
Notes: Driven Pile Foundations a. CBC Section 1705.1 and Table 1705.1			

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STAMPS

CONSULTANTS



PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BURDEN

945 EMBARCADERO MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 161226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

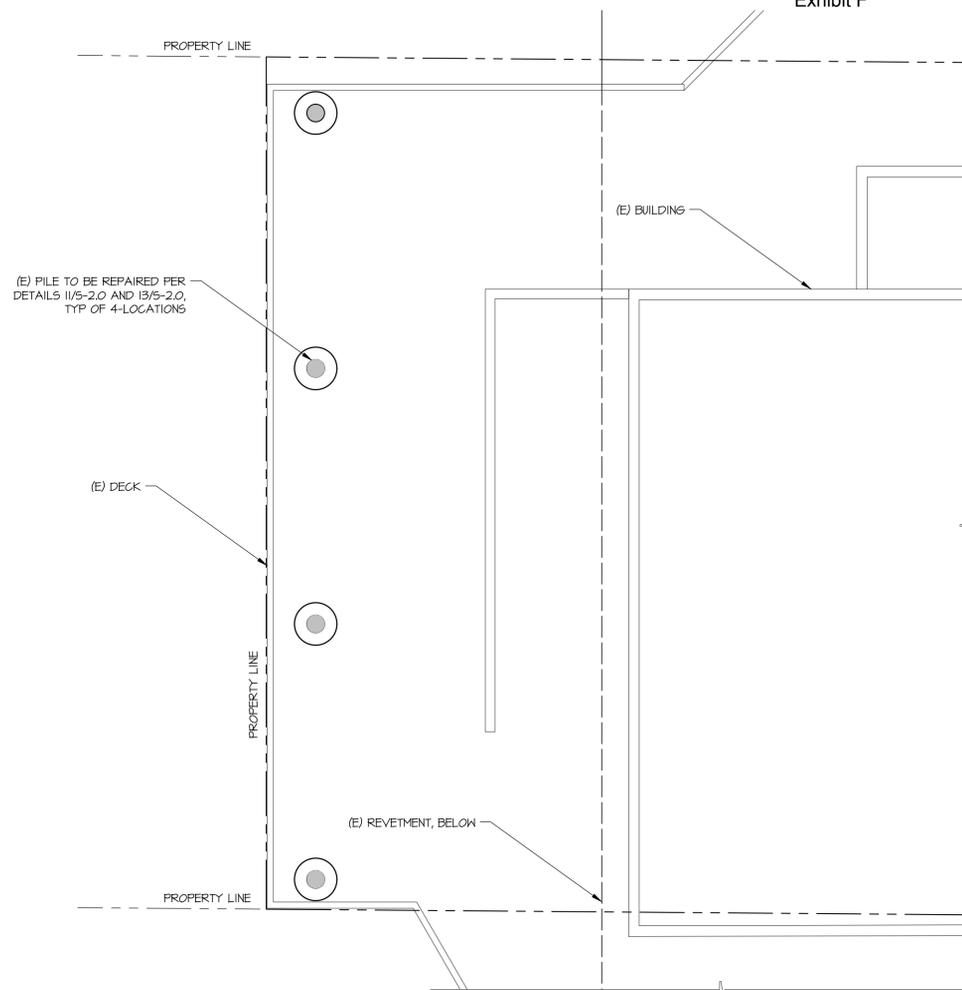
REVISIONS

SHEET TITLE

STRUCTURAL NOTES

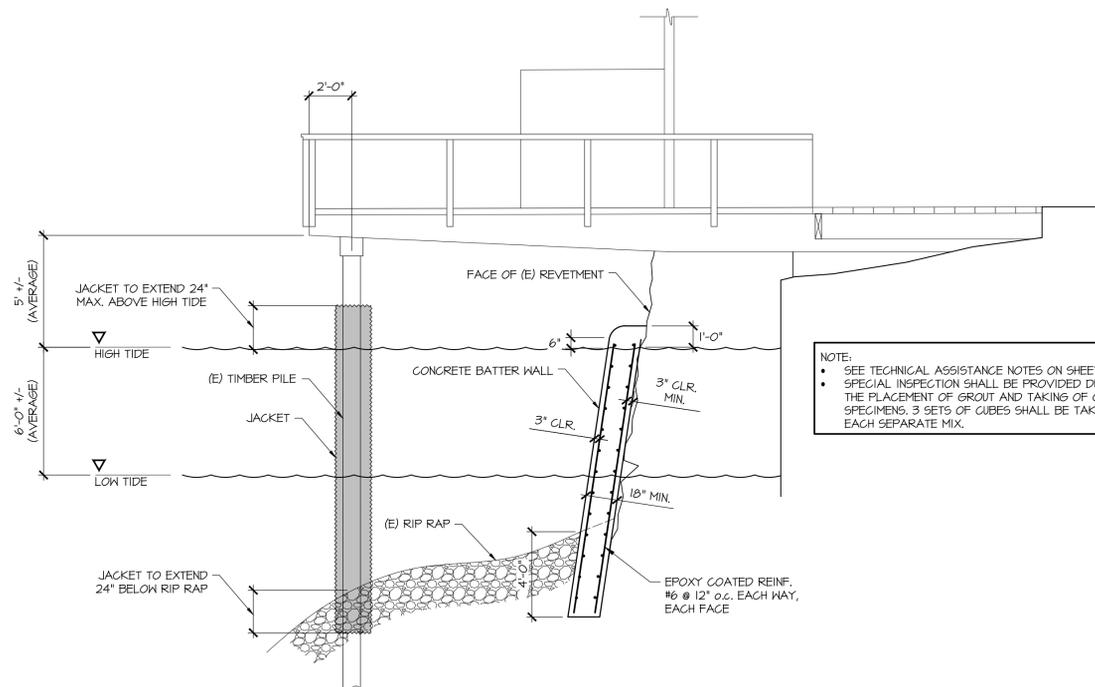
SHEET NO.

S-1.2



PILE REPAIR PLAN

SCALE: 1/4" = 1'-0" (VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS AND EXISTING CONDITIONS)

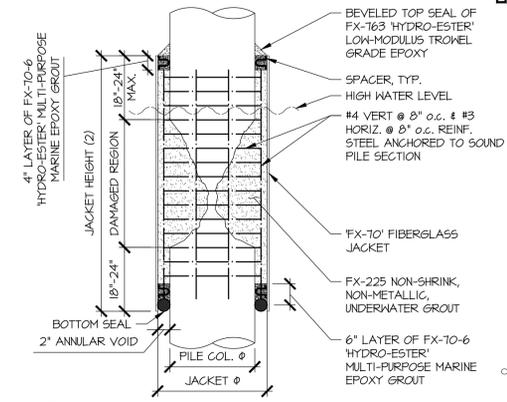


SECTION THROUGH DECK AND PILES

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

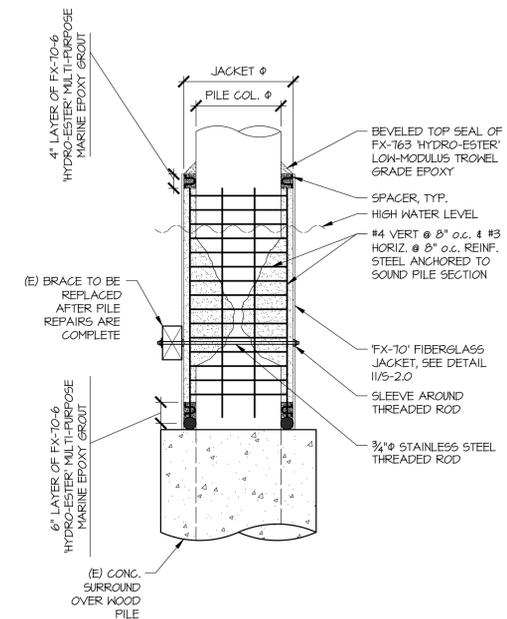
- Contractor to examine all piles for soundness. Contractor to notify the Architect and Project Engineer if additional piles are found to be unsound.
- Shoring Notes:
 - It is the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the State of California, latest edition, and all OSHA requirements.
 - The Architect, Project Engineer, and the Owner do not accept any responsibility for the Contractor's failure to comply with these requirements.
 - The Contractor shall be responsible for the adequate design and construction of all forms and shoring required.
- Shore beams where necessary to maintain the structural integrity of the existing deck structure.
- Notify the Architect and Project Engineer of any discrepancies between the plans and existing structure.
- The piles and revetment wall must be assessed on a five year basis or after a significant event such as weather, fire or earthquake.



- NOTES:
- SEE SHEET 5-1.0 FOR SPECIFICATIONS
 - JACKET TO EXTEND 24" ABOVE HIGH TIDE AND 24" BELOW RIP RAP

PILE REPAIR DETAIL

N.T.S.



- NOTES:
- SEE SHEET 5-1.0 FOR SPECIFICATIONS
 - JACKET TO EXTEND 24" ABOVE HIGH TIDE AND 24" BELOW RIP RAP

PILE REPAIR DETAIL

N.T.S.

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PROJECT

RESTAURANT REMODEL

FOR
STAN VAN BEURDEN

945 EMBARCADERO MORRO BAY, CALIF.

DRAWING PHASE

DESIGN DEVELOPMENT

Project No.	SSG 516226	09-105
Drawn By	JEN	
Dwg. Date		02/10/17
Updated		
Scale		AS NOTED

REVISIONS

SHEET TITLE

PILE REPAIR PLAN, SECTION & DETAILS

SHEET NO.

S-2.0



AGENDA NO: C-1

MEETING DATE: October 10, 2017

Staff Report

TO: Honorable Mayor and City Council **DATE: October 2, 2017**

FROM: Martin R. Lomeli, Interim City Manager

SUBJECT: Review and approval of employment contract with Scott Collins to serve as the City Manager

RECOMMENDATION

Council approve the employment contract to appoint Scott Collins as the Morro Bay City Manager, and authorize the Mayor to sign the contract on behalf of the City.

ALTERNATIVES

No alternatives proposed.

FISCAL IMPACT

The total cost to the City of Morro Bay for salary and all benefits for the new city Manager is \$233,357 per year. For the purposes of comparison only, the total budgeted for the City Manager in 17/18 fiscal year was \$216,140. The primary difference in cost is due to the CalPERS cost of a Tier II employee, which Mr. Collins is, having been a CalPERS member in his previous position. The difference in cost is within budget given the salary savings of the vacant City Manager position.

SUMMARY

On September 29, 2017, the City Council unanimously agreed to conditionally offer the position of City Manager to Mr. Collins. That offer of employment was made and accepted by Mr. Collins. The attached contract was developed based upon the terms agreed upon in the letter offer of employment and was reviewed by the City Attorney.

BACKGROUND

The City of Morro Bay contracted with Ralph Andersen & Associates for the nationwide City Manager recruitment. Over fifty applications were received. The applications were reviewed and screened for qualifications; numerous applicants were interviewed by Greg Nelson of Ralph Andersen & Associates, and the most qualified candidates were invited to participate in a selection process.

Applicants were interviewed by a community panel consisting of 5 residents and 2 local City Managers. The community panel provided their input to the City Council, and unanimously recommended the appointment of Mr. Collins as City Manager. The City Council also interviewed the top candidates and then directed staff to prepare a conditional offer of employment. This offer of employment was made and accepted by Mr. Collins.

CONCLUSION

Staff recommends the City Council, after review of the attached contract, appoint Mr. Scott Collins as

Prepared By: <u> MRL </u>	Dept Review: _____
City Manager Review: <u> MRL </u>	City Attorney Review: <u> JWP </u>

the Morro Bay City Manager, commencing on November 6, 2017.

ATTACHMENT

1. Employment Agreement

CITY OF MORRO BAY

CITY MANAGER EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 10th day of October, 2017 (the "Effective Date"), by and between the CITY OF MORRO BAY, a general law city and municipal corporation (hereinafter referred to as the "CITY") and Scott J. Collins, 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, California Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the CITY are set forth in full in Morro Bay Municipal Code ("MBMC") sections 2.12.060 through 2.12.230 and in Exhibit "A" to this AGREEMENT; and

WHEREAS, pursuant to MBMC section 2.12.010, "[t]he city manager shall be appointed by the city council wholly on the basis of his administrative and executive ability and qualifications and shall hold office for and during the pleasure of the city council[;]" and

WHEREAS, the City Council of the City of Morro Bay (hereinafter the "City Council") determined that EMPLOYEE has the required executive and administrative qualifications and ability along with the level of education, experience, skills and expertise to serve as the city manager of the CITY.

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 Council hereby appoints EMPLOYEE as the City Manager for the CITY to perform the functions and duties of that position, as described in Exhibit "A" to this AGREEMENT, Morro Bay Municipal Code §§ 2.12.060 through 2.12.230, the California Government Code, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to EMPLOYEE. CITY reserves the right to amend Morro Bay Municipal Code Chapter 2.12, including §§ 2.12.060 through 2.12.230, which define city manager functions and duties, as it 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 that the 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 that proper performance of the duties of 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 and as may be duly revised from time-to-time by the CITY, 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 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 that the 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 Council, 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. EMPLOYEE shall continue to serve at the will and pleasure of the City Council and understands that he shall continue to 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 may terminate EMPLOYEE at any time in accordance with Section 3.4 below.

1.6 Exemption from Personnel System. MBMC §2.32.040(A) expressly exempts the "city administrator" position, which position is now also known as the city manager position, from the CITY's Personnel System established in MBMC Chapter 2.32. EMPLOYEE understands, acknowledges and agrees that 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 Council, 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.

1.8 ICMA Code of Ethics. The Parties mutually desire for EMPLOYEE to be subject to and comply with the International City Management Association ("ICMA") Code of Ethics as described in Exhibit "B" to this AGREEMENT. EMPLOYEE commits to comply with the ICMA Code of Ethics. The CITY and the City Council agree that the City Council will not require that EMPLOYEE violate the ICMA Code of Ethics as part of his employment with the CITY.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary Steps. For the services rendered pursuant to this AGREEMENT, the CITY adopts a five step salary range for EMPLOYEE as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$167,690	\$171,882	\$176,179	\$180,583	\$185,098

2.2 Current Base Salary. Effective the first full pay period after City Council formal approval of this AGREEMENT at a regularly scheduled City Council meeting, EMPLOYEE shall receive Step 3 One Hundred Seventy-six Thousand One Hundred Seventy-nine Dollars (\$176,179.00) as his annual base salary for the city manager position ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

2.3 Salary Review. The City Council shall initially review the performance of EMPLOYEE within six full calendar months following the Effective Date; at which time, the City Council shall consider, in its sole discretion, to increase EMPLOYEE's salary to the next step. The City Council and EMPLOYEE shall also meet no later than January 31, 2018, to establish mutually agreed upon performance goals. CITY shall grant annual cost of living increases to EMPLOYEE similar, if any, to those provided to CITY Department Heads.

2.4 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof and the annual salary review set forth above in Section 2.3, the City Council may increase EMPLOYEE's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 and review under Section 2.3 are not automatic and instead shall be at the sole discretion of the City Council.

2.5 Business Expense Reimbursements. 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. EMPLOYEE shall commence service as the city manager for the CITY effective November 6, 2017.

3.2 Term. CITY hereby employs EMPLOYEE indefinitely on an at-will basis until his services are terminated as provided for herein.

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

3.4 Termination by CITY. The City Council may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s). The City Council's right to terminate EMPLOYEE pursuant to this Section 3.4 shall not be subject to or in any way limited by the CITY's Personnel Rules and Regulations, 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 provided for the city manager under the CITY's Personnel Rules and Regulations, Municipal Code, 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 city manager.

(a) Termination by CITY for Cause. The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with five (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) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as city manager, (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies (Exhibit __), as may be amended by EMPLOYEE or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and EMPLOYEE was aware or should have been aware of that act, (7) violation of state law or the City's Municipal Code or ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as city manager, (10) engaging in conduct unbecoming for a public official holding or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) EMPLOYEE's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council (14) gross misfeasance or

gross malfeasance, (15) failure to comply with the International City Manager Association Code of Ethics (Exhibit _), as may be amended; or (16) any similar cause. For any of the foregoing, the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay EMPLOYEE any severance.

(b) Termination by CITY Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the CITY may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT **except as provided in Section 4.1 below.**

3.5 Limitation on Termination Following Election. EMPLOYEE shall not be terminated, except for cause as provided in Section 3.4(a) of this AGREEMENT, during the 90-day period preceding or following any City election for membership on the City Council, or during the 90-day period following any change in membership of the City Council.

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 or liberty hearing, then CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary then in effect multiplied by six (6). The severance payment shall not include the monetary value of benefits during said time, but salary only. This AGREEMENT does not have a defined term, but in the event this AGREEMENT is construed by a court of law to have a fixed term, notwithstanding any other provision of this Section 4.1, should such proposed severance payment exceed 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. (Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months).

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.4(a), should EMPLOYEE be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above.

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 the AGREEMENT. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Such waiver includes knowingly waiving any and all rights EMPLOYEE may

have pursuant to any California Joint Powers Insurance Authority memorandum of liability coverage or other similar document, including but not limited to a Chief Executive Separation Payment program or other compensation provided thereunder. 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 a more effective management of the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE as city manager (as set forth in Section 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 Council shall endeavor to conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis each calendar year, using an evaluation form and process approved by City Council. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Section 2.3 hereof, and in accordance with the purpose noted in Section 5.1 above.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its city manager, and agrees that 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 Council. The City Council hereby agrees to budget an amount to be determined in the exercise of its sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder.

6.2 Paid Leave.

(a) Sick Leave: EMPLOYEE shall accrue one (1) day paid sick leave per month, but upon commencement of employment shall be advanced five (5) sick days. EMPLOYEE may convert up to ninety-six (96) hours of unused, accumulated sick leave into paid vacation once during the following fiscal year on a ration of two sick leave hours for one vacation hour. At least twenty-four (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 calendar year to calendar year; failure to request conversion, in any calendar year,

eliminates the right to do so for that calendar year. Sick leave that is compensated or converted to vacation cannot be used towards the California Public Employees' Retirement System ("CalPERS") sick leave credit option at retirement. 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 AGREEMENT, upon resignation, only if thirty (30) days written notice of intent to resign is given to the CITY. The CITY provides various leave banks for EMPLOYEE's use, with accrual and use record-keeping being required to properly maintain the leave banks. Time off of less than two (2) continuous hours in a day does not need to be recorded by EMPLOYEE as an exempt employee of the CITY. Abuse of this exception, such as daily use or random periods within a day, will not be allowed; however, this exception is also not allowed to be combined with other leaves.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred sixty (160) hours of vacation leave annually to be accrued pro rata per pay period over the course of the fiscal year, but upon commencement of employment shall be advanced ten (10) days of vacation. Vacation days equal eight (8) hours. Upon separation, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing, at the EMPLOYEE's then current hourly rate of pay. Unused vacation leave may be carried over into the following year to a maximum accrual of three hundred twenty (320) hours. EMPLOYEE may exercise the option to convert into cash a maximum of forty (40) hours of accrued vacation leave each fiscal year. Such conversion shall be computed at EMPLOYEE's then current base hourly rate on an hour per hour basis, with thirty (30) days' written notice to payroll. The CITY provides various leave banks for EMPLOYEE's use, with accrual and use record-keeping being required to properly maintain the leave banks. Time off of less than two (2) continuous hours in a day does not need to be recorded by EMPLOYEE as an exempt employee of the CITY. Abuse of this exception, such as daily use or random periods within a day, will not be allowed. Unrecorded time off shall not be allowed to be combined with other paid leave during any given work day.

(c) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving Day, and Christmas. In addition, two (2) floating holidays will be credited to EMPLOYEE's Holiday Leave bank July 1st each year. Upon commencement of employment, EMPLOYEE shall be advanced two (2) floating holidays. EMPLOYEE may accumulate up to a maximum of forty-eight (48) hours holiday time. Hours of holiday accumulated over forty-eight (48) hours will be paid off. Holiday time is a compensable leave, and any hours remaining in the employee's holiday bank will be paid out upon separation from CITY service, at EMPLOYEE's then current hourly rate of pay. The CITY provides various leave banks for EMPLOYEE's use, with accrual and use record-keeping being required to properly maintain the leave banks. Abuse of this exception, such as daily use or random periods within a day, will not be allowed. Unrecorded time off shall not be allowed to be combined with other paid leave during any given work day.

(d) Administrative Leave. EMPLOYEE is eligible to earn eighty (80) hours of administrative leave per fiscal year. EMPLOYEE shall be provided forty (40)

hours of administrative leave beginning the first full pay period following the approval of this AGREEMENT. Up to forty (40) hours of administrative leave may be rolled over into the following fiscal year, not to exceed one hundred twenty (120) total banked hours of accrued administrative leave in any fiscal year. The time during the fiscal year, at which EMPLOYEE may take administrative leave, shall be determined by the Mayor. Administrative leave is a compensable leave, and any hours remaining in EMPLOYEE's administrative leave bank will be paid out upon separation from CITY service, at EMPLOYEE's then current hourly rate of pay. Administrative leave time must be taken off on an hour by hour basis equaling employee actual time off, regardless of accumulation rates. Up to eighty (80) hours of administrative leave per fiscal year may be taken by EMPLOYEE, subject to written advance approval of the Mayor. The City Council may, due to exceptional and documented circumstances warranting additional administrative leave, grant administrative leave in excess of the eighty (80) hour limit but no more than one hundred twenty (120) hours.

6.3 Health & Welfare Benefits. CITY shall contribute the full amount of the EMPLOYEE's preferred health, dental and vision plan for EMPLOYEE plus his family.

6.4 Retirement.

(a) Retirement Plan. EMPLOYEE is believed to be a Tier II member, as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Accordingly, EMPLOYEE shall be entitled to participate in the CITY's CalPERS Retirement Program with the 2% at 60 formula and 3 Year Average formula for calculating final retirement compensation.

(b) Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan.

6.5 Automobile. EMPLOYEE shall receive a Four Hundred Fifty Dollar (\$450.00) per month car reimbursement for use of a personal vehicle in pursuit of recognized official duties. EMPLOYEE shall be responsible for any personal income tax that may result from that reimbursement.

6.6 Deferred Compensation. The CITY shall pay a total annual amount of \$3,500, on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, into a qualified Section 457 Plan from one of the City approved plans selected by EMPLOYEE. Amounts contributed under this section shall be to the benefit of EMPLOYEE in accordance with the CITY's Deferred Compensation Plan participation agreement. No requirement of any provision of this Subsection shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the CITY to effectuate such requirements shall not constitute a breach of this Agreement.

6.7 Bonding. CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or CITY ordinance.

6.8 Life Insurance. EMPLOYEE shall be entitled to a \$50,000.00 life insurance policy.

6.9 Long-Term Disability (“LTD”) Insurance Program. The CITY shall provide LTD to EMPLOYEE in the same manner and benefit level as provided Department Directors, and pay the cost for the plan.

6.10 Business Equipment. The CITY will provide to EMPLOYEE any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs etc., that serve the professional development of EMPLOYEE and/or is needed to perform EMPLOYEE’S functions and duties. Upon termination, for any reason, EMPLOYEE shall return all business equipment to CITY no later than EMPLOYEE’s last day of employment. CITY shall provide Fifty Dollars (\$50) per month cell phone reimbursement for EMPLOYEE’s use of his own cell phone for City business. EMPLOYEE shall be responsible for any personal income tax that may result from that reimbursement.

6.11 Moving Expenses. City shall pay EMPLOYEE up to Seven Thousand Five Hundred Dollars (\$7,500) to help defray EMPLOYEE’s moving, relocation, and temporary housing expenses related to his employment with CITY; provided, that those expenses shall only be due upon CITY’s receipt of satisfactory proof of actual expenditures paid by EMPLOYEE for those expenses and approval of those expenditures by the City Attorney and shall be paid within thirty days after submission of that satisfactory proof.

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 Council, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as it may determine from time to time, provided 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 Mayor.

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 Council 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:

Mayor
City of Morro Bay
595 Harbor Street
Morro Bay, California 93442

To EMPLOYEE:

[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. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These 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. These statutes are

incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these 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 that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees any cash settlement or severance related to a termination 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 that 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 Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF MORRO BAY

Jamie L. Irons, Mayor

ATTEST:

Dana Swanson, City Clerk

APPROVED AS TO FORM:

Joseph W. Pannone, City Attorney

CITY MANAGER



Scott Collins

10/2/17

EXHIBIT A

JOB DESCRIPTION
CITY MANAGER

CITY OF MORRO BAY

CITY MANAGER

DEFINITION

Under broad policy guidance of the City Council, performs high level of administrative, technical and professional work in directing and supervising the administration of city government.

ESSENTIAL DUTIES & RESPONSIBILITIES

1. Manages and supervises all departments of the city to achieve goals within available resources.
2. Directs and monitors department assignments; reviews progress and directs changes as needed.
3. Trains, motivates and evaluates assigned staff.
4. Provides leadership and direction in the development of short and long range plans.
5. Gathers, interprets, and prepares data for studies, reports and recommendations.
6. Coordinates department activities with other departments and agencies as needed.
7. Provides professional advice to the City Council and Department Heads.
8. Makes presentations to the City Council, boards, commissions, civic groups and the general public.
9. Communicates official plans, policies and procedures to staff and the general public.
10. Performs cost control activities.
11. Monitors revenues and expenditures in assigned area to assure sound fiscal control
12. Assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
13. Determines work procedures and expedites workflow.
14. Studies and standardizes procedures to improve efficiency and effectiveness of operations.
15. Issues written and oral instructions.
16. Assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
17. Maintains harmony among workers and resolves grievances.
18. Adjusts errors or complaints.
19. Prepares a variety of studies, reports and related information for decision-making purposes.
20. Appoints and removes all department heads and employees of the City.
21. Sees that all laws and ordinances are upheld.

CITY MANAGER

22. Prepares and submits a preliminary annual City budget.
23. Administers the adopted budget of the City.
24. Advises the City Council of financial conditions and current and future City needs.
25. Attends all meetings of the City Council, and meetings at which attendance may be required by the Council.
28. Other duties as required by the City Council and as set forth in the Morro Bay Municipal Code, Chapter 2.12.

QUALIFICATIONS

Knowledge of:

Modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development; preparing and administering municipal budgets; planning, directing, and administering municipal programs.

Ability to:

Prepare and analyze comprehensive reports; carry out assigned projects to their completion; effectively communicate verbally and in writing; establish and maintain effective working relationships with employees, City officials and the public; efficiently and effectively administer a municipal government.

Education and Experience:

Graduation from an accredited four-year college or university with a degree in public administration, political science, business management or a closely related field; and, five (5) years experience in municipal administration. Masters degree preferred.

Valid and appropriate California Driver=s License.

TOOLS & EQUIPMENT USED

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

CITY MANAGER

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 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 moderately 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.

Approved by the Morro Bay City Council on May 28, 1996

h/jdctyadm

EXHIBIT B

ICMA Code of Ethics with Guidelines (June 2015)

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.



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 _____, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective _____ serving at the pleasure of the City Council 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 that 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 _____, _____ (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 that 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 the 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 the 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 that 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:

Mayor
City of Morro Bay
595 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 Mayor 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: _____

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
[_____] , City Attorney

[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: _____
[Counsel Name]



AGENDA NO: C-2
MEETING DATE: October 10, 2017

Staff Report

TO: Honorable Mayor and City Council

DATE: October 3, 2017

FROM: Rob Livick, Public Works Director

SUBJECT: Water Reclamation Facility Project Update

RECOMMENDATION

Staff recommends the following:

- a. City Council consider the status report of the Water Reclamation Facility (WRF) program, specifically related to the City Council direction from the September 26, 2017 City Council meeting;
- b. Consider both a traditional implementation schedule and an accelerated schedule to provide early budget information;
- c. Direct staff to follow the accelerated implementation schedule described herein;
- d. Modify the Water Reclamation Facility Citizens Advisory Committee (WRFCAC) schedule to meet on an "as needed" basis; and/or
- e. Provide other direction as deemed appropriate by a majority of the Council.

ALTERNATIVES

No alternatives are recommended.

FISCAL IMPACT

No additional fiscal impact is proposed within this update. All work is proceeding within the City's fiscal year budget for the WRF.

DISCUSSION

At the September 26, 2017 City Council meeting, City Council made several motions regarding the WRF Project as described below:

- 1) Proceed with planning and permitting at the South Bay Boulevard site as the preferred site;
- 2) Direct staff to bring back a project timeline within two weeks;
- 3) In consultation with financial experts, direct staff to examine the 2015 water and sewer rate structure for money available for the WRF Project;
- 4) Direct staff to bring back a discussion of the program management structure and process, including an assessment of available resources available within the Public Works Department, in the next 30 days;
- 5) Consider the role and specific direction for the WRFCAC; and
- 6) Revisit the WRF Project goals to ensure accuracy before going out to bid.

With this report, Staff will be addressing items 1, 2 and 5 in detail. The evaluation of funding available from the 2015 sewer rate increase will be included in the updated rate study. The

Prepared By: <u> mkn </u>	Dept Review: <u> RL </u>
City Manager Review: <u> MRL </u>	City Attorney Review: <u> JWP </u>

schedule for that work is identified in Attachments 1 and 2, and will depend on the approach selected by the City as discussed above. The remaining items will be addressed as directed or have been accounted for in the revised and recommended schedule.

Planning and Permitted at the South Bay Boulevard Site

Staff has directed the project environmental consultant, ESA, to resume preparation of the draft Environmental Impact Report (EIR) for the proposed project. Their first work effort is to refine the project description that had been previously presented in the Notice of Preparation (NOP) and begin the analysis of that project. The project description has not changed significantly since the publication of the NOP, but does include the refinements, recommended by the peer review and ratified by council, to reduce the costs such as reduction in odor control and the elimination of the general fund portions of a corporation yard from the project. It is important to note, while not a City Corporation Yard, this location will serve as the Utility Division main facility for all water and wastewater personnel, vehicles and equipment.

Project Timeline

City staff has developed two timelines – one for the more traditional approach to the Design-Build process and one for an accelerating the proposal process to incorporate the Design-Build team bid for a guaranteed maximum price, with allowances, into the Proposition 218 rate setting process.

Traditional Approach

The table below summarizes the traditional timeline, which allows the City to issue a Request for Proposals for design-build of the WRF after the proposed rate increase is approved and the Environmental Impact Report (EIR) is certified. That reduces risk for the proposers since the City can demonstrate the ability to pay for the full project and they can consider the major environmental concerns and proposed mitigation measures in their guaranteed maximum price (GMP) proposals.

The anticipated schedule for significant milestones and Council decisions is summarized below for input and discussion by City Council. A simplified project schedule illustrating those major milestones is attached (Attachment 1)

Item	Date
Council Selection and Award for WRF Offsite Improvements design (Lift Station and Pipelines)	October 24 2017
Financial Analysis of: 1) Funding Available from Approved 2015 Rates 2) Rate Increase Recommendations for WRF Project	December 2017
Release of Updated Rate Study	January 2018
Proposition 218 Hearing	March 2018
Release of Public Draft Environmental Impact Report (EIR)	March 2018
Release RFQ for Design/Construction of WRF Onsite Improvements	February 2018
Release RFP for Design/Construction of WRF Onsite Improvements	June 2018
Certification of Final EIR (Critical Timeline for Grant Pursuits)	June 2018
Deadline for WIFIA Loan Application	July 17, 2018
Submittal of Annexation Application to LAFCO	July 2018
Approval of Coastal Development Permit through County Local Coastal Plan (County of SLO)	September 2018
Award of Contract for WRF Onsite Improvements	January 2019
Award of Contract for Construction of Lift Station and Offsite Pipelines	November 2019
Completion of WRF Improvements	October 2021; Startup and Commissioning through January 2022

The most critical deadline in the short-term, with either approach, is the WIFIA loan application. If the WIFIA application is not submitted by the deadline, then the City will lose the WIFIA loan for 49% of the proposed project; and that will require significantly more expensive bond financing, which will place further burden on rate payers. The WIFIA application will require an approved rate increase that can fully fund the entire project, assuming no grants are awarded to the City. In addition, the EIR must be substantially complete in draft form prior to submitting the WIFIA loan application, since that information is critical for the Environmental Protection Agency (EPA) to develop their own environmental analysis of the project in compliance with National Environmental Policy Act (NEPA) requirements.

Funding agencies will not authorize loan agreements without confirmation the rates are in place to fully fund the proposed project and the agency's other commitments (including debt service, capital improvements, and operation and maintenance). The rate increase is considered a "maximum" rate increase, and the City will implement an aggressive strategy consisting of competitive bidding, grant pursuits, and lifecycle cost optimization to make the proposed project as cost-effective as possible. Those strategies may result in rates that are lower than the rates approved through the Proposition 218 process, but none of those strategies can be pursued until the EIR is certified.

Accelerated Approach (Recommended)

Under the accelerated approach depicted in Attachment 2, the City would have more refined construction bids from proposers (Design-Build teams) prior to issuing the rate increase notification and setting the hearing date. However, the proposers would not have assurance the City had passed a rate increase to fund the proposed project and they would not have the benefit of a certified EIR when developing their proposal for environmental mitigation. That will increase risk and could limit the number of proposers, potentially resulting in higher costs for the City and less certainty in proposed project costs when selecting a design-build team. The potential for change orders after the EIR is certified will increase, and change orders are often more expensive than work identified in a Request for Proposals since there is no competitive pressure after a proposer is selected. The change order risk will be mitigated through the inclusion of allowances for environmental mitigation and construction cost escalation in the bid process.

The critical path to starting construction for the proposed project is the environmental process, followed by project financing. Without securing both the WIFIA and State Revolving Fund loans, the City will not be able pay for significant construction invoices beyond initial design activities. Under the traditional schedule, activities are already "fast-tracked." The design-builder would begin design and preconstruction activities 3 months before the loan agreement was signed but those activities would be funded from the State Revolving Fund Planning and Design Loan which the City has already secured.

Under the accelerated approach, nearly all milestones identified in the table above would still apply. Construction would not be completed any earlier since the proposed project financing timeline would not change. The only changes would be issuance of the design-build RFQ in October 2017, issuance of the RFP in January 2018, and contract authorization in August 2018 (although the design-builder would not be able to start any significant project activities until the construction loan is approved in March 2019).

The anticipated schedule for significant milestones and Council decisions is summarized below for input and discussion by City Council. A simplified project schedule illustrating those major milestones for the accelerated approach is attached (Attachment 2)

Item	Date
Council Selection and Award for WRF Offsite Improvements design (Lift Station and Pipelines)	October 24 2017
Release RFQ for Design/Construction of WRF Onsite Improvements	October 2017
Financial Analysis of: 1) Funding Available from Approved 2015 Rates 2) Rate Increase Recommendations for WRF Project	December 2017
Release RFP for Design/Construction of WRF Onsite Improvements	January 2018
Release of Public Draft Environmental Impact Report (EIR)	March 2018
Release of Updated Rate Study	April 2018
Proposition 218 Hearing	May 2018
Certification of Final EIR (Critical Timeline for Grant Pursuits)	June 2018
Deadline for WIFIA Loan Application	July 17, 2018
Submittal of Annexation Application to LAFCO	July 2018
Approval of Coastal Development Permit through County Local Coastal Plan (County of SLO)	September 2018
Award of Contract for WRF Onsite Improvements	January 2019
Award of Contract for Construction of Lift Station and Offsite Pipelines	November 2019
Completion of WRF Improvements	October 2021; Startup and Commissioning through January 2022

Role of Water Reclamation Facility Citizens Advisory Committee (WRFCAC)

The WRFCAC was formed in 2014 by City Council to provide recommendations for major WRF project decisions. Additionally, the WRFCAC's role has been a venue to provide regular proposed project input during development of planning documents, by both the committee and the public. WRFCAC's and its technical subcommittees' (Economic, Environmental, and Engineering) role has been valuable in consultant selection, development of the draft Facility Master Plan and Master Water Reclamation Plan, and in considering various site alternatives over the last three years.

Since the preferred site has been selected by City Council on September 26, 2017, City Council may wish to revisit the WRFCAC's role moving forward. The most effective use of the WRFCAC Members' time, from staff perspective, is to provide specific input into major project decisions. Additionally, City Council, through the WRF Subcommittee and the already existing Public Works Advisory Board could be more regularly involved in reviewing work progress and providing ongoing input from City Council into the proposed project. Staff recommends suspending the regular meeting schedule for the WRFCAC and schedule WRFCAC meetings at critical review points in the EIR process, while also providing regular proposed project updates to the public at the Public Works Advisory Board meetings through the Director's report.

Evaluation of WRF Funding Available from 2015 Sewer Rate Increase

The evaluation of funding available from the 2015 sewer rate increase will be included in the updated rate study. The schedule for that work is identified in Attachments 1 and 2, and will depend on the approach selected by the City as discussed above.

Evaluation of Program Management

Staff recommends this component of the Council action of September 26, 2017 occur at the December 12, 2017 meeting, so any input from the new City Manager can be incorporated into the recommendations.

CONCLUSION

Staff recommends the City Council consider and approve the accelerated approach to the schedule. That approach will allow consideration of construction costs (bids) from the Design-Build teams in the rate setting process. Additionally, staff recommends the WRFAC schedule be modified to meet on an “as needed basis” at critical project review points and that the PWAB is used to disseminate regular project updates.

ATTACHMENTS

1. Simplified WRF Project Schedule for Traditional Approach
2. Simplified Project Schedule for Accelerated Approach

Water Reclamation Facility Program Schedule Overview Milestones for City Council Traditional Approach

Task Group	2017				2018				2019				2020				2021				2022			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project Duration																								
Master Planning																								
Permitting																								
County Land Use Permitting																								
Release of Draft EIR					◆ March, 2018																			
Certification of Final EIR					◆ June, 2018																			
Submit Annexation Application to LAFCO					◆ July, 2018																			
Approval of (County of SLO) Coastal Development Permit Through Local Coastal Plan					◆ September, 2018																			
Financing																								
Deadline for WIFIA Application					◆ July 17, 2018																			
Council Sets Proposition 218 Hearing Date					◆ January, 2018																			
Proposition 218 Protest Hearing					◆ March, 2018																			
Lift Station and Offsite Pipeline - Design																								
Selection of LS/Pipelines Design Consultant					◆ October, 2017																			
Lift Station and Offsite Pipeline - Bid and Construction Phase																								
Contract Award													◆ November, 2019											
WRF Onsite Improvement - Design-Build Procurement																								
Release of RFQ					◆ February, 2018																			
Release of RFP					◆ June, 2018																			
Contract Award									◆ January, 2019															
WRF Onsite Improvement - Design-Build																								
Construction Completion																	◆ October, 2021							

Water Reclamation Facility Program Schedule Overview

Milestones for City Council Accelerated Approach

Task Group	2017				2018				2019				2020				2021				2022			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project Duration																								
Master Planning																								
Permitting																								
County Land Use Permitting																								
Release of Draft EIR					◆ March, 2018																			
Certification of Final EIR					◆ June, 2018																			
Submit Annexation Application to LAFCO					◆ July, 2018																			
Approval of (County of SLO) Coastal Development Permit Through Local Coastal Plan					◆ September, 2018																			
Financing																								
Deadline for WIFIA Application					◆ July 17, 2018																			
Council Sets Proposition 218 Hearing Date					◆ April, 2018																			
Proposition 218 Protest Hearing					◆ May, 2018																			
Lift Station and Offsite Pipeline - Design																								
Selection of LS/Pipelines Design Consultant					◆ October, 2017																			
Lift Station and Offsite Pipeline - Bid and Construction Phase																								
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Release of RFQ					◆ October, 2017																			
Release of RFP					◆ January, 2018																			
Contract Award									◆ August, 2018															
WRF Onsite Improvement - Design-Build																								
Construction Completion																					◆ October, 2021			