



# CITY OF MORRO BAY CITY COUNCIL AGENDA

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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.

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## Regular Meeting Tuesday, January 10, 2023 – 5:30 P.M. Veterans Memorial Hall 209 Surf St., Morro Bay, CA

Pursuant to Assembly Bill 361 (2021-22) and Government Code section 54953 this Meeting will be conducted in a hybrid format with both in-person and virtual public participation. Ways to watch this meeting and submit public comment are provided below.

### **Public Participation:**

Public participation is allowed in the following ways:

- Community members may attend the meeting in person at the Morro Bay Veterans Hall.
- Alternatively, members of the public may watch the meeting and speak during general Public Comment or on a specific agenda item by logging in to the Zoom webinar using the information provided below. Please use the “raise hand” feature to indicate your desire to provide public comment.

Please click the link below to join the webinar:

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

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

#### PRESENTATIONS

- Proclamation commending and honoring Police Chief Jody Cox on his retirement

#### PUBLIC COMMENT

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

Public comment is an opportunity for members of the public to provide input to the governing body. To increase the effectiveness of the Public Comment Period, the City respectfully requests the following guidelines and expectations be followed:

- Those desiring to speak are asked to complete a speaker slip, which are located at the entrance, and submit it to the City Clerk. However, speaker slips are not required to provide public comment.
- When recognized by the Mayor, please come forward to the podium to speak. Though not required, it is helpful if you state your name, city of residence and whether you represent a business or group. Unless otherwise established by the Mayor, comments are to be limited to three minutes.
- All remarks should 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.
- The Council in turn agrees to abide by its best practices of civility and civil discourse according to Resolution No. 07-19.

#### 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 DECEMBER 13, 2022, CITY COUNCIL MEETING;  
(CITY CLERK)

**RECOMMENDATION: Approve as submitted.**

A-2 APPOINTMENT OF MAYOR PRO TEMPORE; ESTABLISH VARIOUS COUNCIL SUB-COMMITTEES FOR 2023; AND, APPOINTMENT OF REPRESENTATIVES ON DISCRETIONARY BOARDS, COUNCIL LIAISON ASSIGNMENTS AND COUNCIL SUB-COMMITTEES; (MAYOR WIXOM/CITY CLERK)

**RECOMMENDATION: Appoint Council Member Jen Ford as Mayor Pro Tempore; establish various Council Sub-Committees for 2023; and appoint representatives to serve on the various County or Regional Discretionary Boards, Council Liaison**

**Assignments and Sub-Committees for calendar year 2023 as shown on the attached appointment list.**

- A-3 RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC HEALTH AND SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY VIA REMOTE TELECONFERENCING (INCLUDING PARTIALLY REMOTE) FOR A 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361; UPDATE ON REMOTE MEETINGS PURSUANT TO NEW ASSEMBLY BILL NO. 2449; (CITY ATTORNEY)

**RECOMMENDATION: Staff recommends Council consider adoption of attached Resolution No. 01-23 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through February 9, 2023.**

**With approval of this motion and until such further notice, City Council and advisory bodies will continue to hold their meetings in public at the Veterans Hall, with the option for individual Councilmembers and advisory body members to teleconference.**

- A-4 RESOLUTION NO. 02-23 APPROVING ADJUSTMENT TO LEASE SITE MAPS FOR LEASE SITES 65-66 AND 65W-66W AT 571 EMBARCADERO ROAD; (CITY ENGINEER)

**RECOMMENDATION: Staff recommends City Council approve the adjustment to Lease Sites 65-66 and 65W-66W at 571 Embarcadero by adopting Resolution No. 02-23.**

- A-5 APPLICATION FOR GOVERNOR'S OFFICE OF TRAFFIC SAFETY GRANT; (FIRE DEPARTMENT)

**RECOMMENDATION: Authorize the Fire Department to submit applications to the California Office of Traffic Safety (OTS) Grant program for hydraulic extrication equipment and airbags.**

- A-6 PROCLAMATION COMMENDING AND HONORING HARBOR DIRECTOR ERIC ENDERSBY ON HIS RETIREMENT; (ADMINISTRATION)

**RECOMMENDATION: Approved as submitted**

- A-7 PROCLAMATION COMMENDING AND HONORING POLICE CHIEF JODY COX ON HIS RETIREMENT; (ADMINISTRATION)

**RECOMMENDATION: Approved as submitted**

- B. PUBLIC HEARING ITEMS - None

- C. BUSINESS ITEMS

- C-1 ADVISORY BOARD INTERVIEWS; (CITY CLERK)

**RECOMMENDATION: Staff recommends the Conduct interviews to fill current and upcoming vacancies on the Planning Commission, Citizens Oversight/Finance Advisory Committee, Harbor Advisory Board, Public Works Advisory Board,**

**Recreation & Parks Commission, and City's representative on the Visit SLO County Board of Directors.**

- C-2 ADOPT RESOLUTION NO. 03-23 FOR AWARD OF BID – PROJECT NO. MB2020-SD03, ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT; (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 03-23 approving an agreement with Rehak General Engineering, for Project No. MB2020-SD03, Elena Slope Repair and Utilities Replacement Project in an amount not to exceed \$411,838, approve a total increased project budget of \$166,838, and direct staff to return with a Midyear Budget Amendment to transfer \$166,838 from the Storm Drain-01B Pipeline Kern and Anchor Project to the Elena Slope Repair and Utilities Replacement Project budget. All agreements implementing such project work shall be processed and based on the review of the City Attorneys' Office to be in form and substance acceptable to City staff and legal counsel.**

- C-3 APPROVAL OF PURCHASE OF ELEVEN MOBILE LICENSE PLATE RECOGNITION CAMERAS FROM VIGILANT SOLUTIONS; (POLICE DEPARTMENT)

**RECOMMENDATION: City Council authorize the City Manager to enter into an agreement with Vigilant Solutions for the lease of ten and City purchase of one Mobile License Plate Recognition Cameras for a total cost of \$153,658.75.**

- C-4 ADOPTION OF RESOLUTION NO. 04-23 ESTABLISHING THE 2023 CITY COUNCIL MEETING CALENDAR, AND CITY GOALS AND BUDGET DEVELOPMENT SCHEDULE; (CITY MANAGER)

**RECOMMENDATION: Staff recommends the City Council review the proposed Council meeting calendar and adopt Resolution No. 04-23 approving the 2023 City Council Meeting Calendar, and City Goals and Budget Development Schedule.**

- D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

- E. ADJOURNMENT

The next Regular Meeting will be held on **Tuesday, January 24, 2023 at 5:30 p.m.**

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, 595 HARBOR ST, MORRO BAY, CA 93442 FOR ANY REVISIONS OR CALL THE CLERK'S OFFICE AT 805-772-6205 FOR FURTHER INFORMATION.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA SUBMITTED TO THE CITY COUNCIL AFTER DISTRIBUTION OF THE AGENDA PACKET ARE AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST BY CALLING THE CITY CLERK'S OFFICE AT 805-772-6205.

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

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

PRESENT:	John Headding	Mayor
	Laurel Barton	Council Member
	Jennifer Ford	Council Member
	Jeff Heller	Council Member
ABSENT:	None	
STAFF:	Scott Collins	City Manager
	Chris Neumeyer	City Attorney
	Dana Swanson	City Clerk
	Emily Conrad	Acting Assistant City Manager/Admin Services Dir.
	Greg Kwolek	Public Works Director
	Scot Graham	Community Development Director
	Daniel McCrain	Fire Chief
	Jody Cox	Police Chief
	Eric Endersby	Harbor Director

#### ESTABLISH QUORUM AND CALL TO ORDER

Mayor Headding called the meeting to order at 5:31 p.m., with all members present.

#### MOMENT OF SILENCE

#### PLEDGE OF ALLEGIANCE

RECOGNITION – None

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

#### MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

<https://youtu.be/qDMrZKSd4Is?t=182>

#### CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

<https://youtu.be/qDMrZKSd4Is?t=455>

#### PRESENTATIONS

<https://youtu.be/qDMrZKSd4Is?t=665>

#### **Service Pin Presentation to employees who were recognized for their years of service:**

Marcus Green, 10 years, Harbor Department  
Sam Watson, 10 years, Fire Department  
Travis Hasch, 10 years, Fire Department  
Jody Cox, 10 Years, Police Department  
Nicole Taylor, 10 years, Police Department  
Matt Bishop, 10 years, Public Works Department  
Josh Whitcomb, 10 years, Public Works Department  
Chad Rocha, 10 years, Public Works Department  
Dylan Pruitt, 10 years, Public Works Department  
Damaris Hanson, 15 years, Public Works Department

Lori Stilts, 15 years, Harbor Department  
Micah Szopinski, 15 years, Fire Department  
Dana Swanson, 15 years, Administration  
Walter Roza, 20 years, Public Works Department  
Steve Doerr, 25 years, Administrative Services Department

PUBLIC COMMENT

<https://youtu.be/qDMrZKSd4Is?t=859>

Marlys McPherson, Morro Bay, thanked Mayor Headding, Council Member Addis and Council Member Heller for their years of service to the Morro Bay community, and welcomed Mayor-elect Wixom and Council Members-elect Landrum and Edwards.

Aaron Ochs, Morro Bay, thanked the City Council and shared his commitment to work with community to address harbor infrastructure funding needs.

Linda Winters, Morro Bay, noted the accomplishments on behalf of Morro Bay mobile home residents, and thanked Chief Cox and Harbor Director Endersby for their service to the City.

Jamie Irons, Morro Bay, shared his appreciation for Mayor Headding, Council Members Heller and Addis for their years of dedication and service to the City and congratulated Council Members-elect Edwards, Landrum and Mayor-elect Wixom.

Ken Vesterfelt, Morro Bay, thanked Harbor Director Endersby and Chief Cox for their years of service.

Bob Keller, Morro Bay, thanked past and present City officials and announced programs offered by the Morro Bay Maritime Museum.

Garry Johnson, Morro Bay, invited community members to visit the Morro Bay Maritime Museum.

Mayor Headding closed public comment.

A. CONSENT AGENDA

<https://youtu.be/qDMrZKSd4Is?t=1790>

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 OCTOBER 25, 2022, CITY COUNCIL MEETING; (CITY CLERK)

**RECOMMENDATION: Approve as submitted.**

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

**RECOMMENDATION: Approve as submitted.**

A-3 APPROVAL OF MINUTES FOR THE NOVEMBER 22, 2022, CITY COUNCIL MEETING; (CITY CLERK)

**RECOMMENDATION: Approve as submitted.**

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

**RECOMMENDATION:** Staff recommends Council consider adoption of attached Resolution No. 105-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through January 12, 2023.

**With approval of this motion and until such further notice, City Council and advisory bodies will continue to hold their meetings in public at the Veterans Hall, with the option for individual Councilmembers and advisory body members to teleconference.**

- A-5 ADOPTION OF RESOLUTION NO. 97-22 APPROVING AMENDMENT NO. 4 TO THE MORRO BAY TRANSIT AND TROLLEY OPERATIONS AND MANAGEMENT AGREEMENT WITH MV TRANSPORTATION, INC. (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 97-22 approving Amendment No. 4 to the Morro Bay Transit and Trolley Operations and Management Agreement with MV Transportation, Inc.

- A-6 RESOLUTION NO. 106-22 DECLARING RESULTS OF THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION; (CITY CLERK)

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 106-22 declaring the results of the November 8, 2022, General Municipal Election.

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

MOTION: Council Member Ford moved approval of all items on the Consent Agenda. The motion was seconded by Council Member Barton and carried 4-0 by roll call vote.

## B. PUBLIC HEARINGS

- B-1 REVIEW AND ADOPT DRAFT FUNDING RECOMMENDATIONS FOR THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; (COMMUNITY DEVELOPMENT DEPARTMENT)

<https://youtu.be/qDMrZKSd4Is?t=1870>

Senior Planner Jacinth provided the report and responded to Council inquiries.

Mayor Headding opened the Public Hearing.

Mayor Headding opened Public Comment.

<https://youtu.be/qDMrZKSd4Is?t=2242>

Devon McQuade, Associate Director from 5 Cities Homeless Coalition, appreciated the City's consideration to fulfill their funding request.

The Public Hearing was closed.

MOTION: Council Member Ford moved adopt Resolution No. 107-22 approving draft funding recommendations for the 2023 Community Development Block Grant (CDBG) funds and forward recommendations to the San Luis Obispo County Board of Supervisors for inclusion with the other draft funding requests from the Urban County Consortium. The funding recommendation is for the applications received from 5 Cities Homeless Coalition and City of Morro Bay Public Works Department along with City program administration of \$3,667 for a total funding allocation of \$52,383, plus prior 2022 CDBG year rollover amount of \$37,477; and authorize the City Manager to make pro rata adjustments to the allocation based on the final funding amount from San Luis Obispo County based on the approval of the federal budget and HUD's final grant amount to the County. The motion was seconded by Council Member Heller and carried 4-0 by roll call vote.

C. BUSINESS ITEMS

C-1 COMMENTS BY CURRENT MAYOR AND COUNCIL MEMBERS

<https://youtu.be/qDMrZKSd4Is?t=2534>

C-2 PRESENTATIONS TO MAYOR HEADING AND COUNCIL MEMBER HELLER

<https://youtu.be/qDMrZKSd4Is?t=4007>

C-3 OATH OF OFFICE FOR MAYOR-ELECT, CARLA WIXOM, AND COUNCIL MEMBERS-ELECT, ZARA LANDRUM AND CYNDEE EDWARDS

<https://youtu.be/qDMrZKSd4Is?t=4638>

C-4 COMMENTS BY NEWLY ELECTED MAYOR AND COUNCIL MEMBERS

<https://youtu.be/qDMrZKSd4Is?t=4815>

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

<https://youtu.be/qDMrZKSd4Is?t=5439>

Council Member Landrum requested discussion of City Hall business hours. City Manager Collins announced expanded office hours will begin January 2023.

Council Member Landrum requested and received full support for review and discussion of current City services (in-house vs. outsourced).

Council Member Landrum requested review of building height limits in the downtown area. Mr. Collins suggested the existing future agenda item to consider forming an ad hoc downtown design committee include review of the recently adopted ordinance and policies.

E. ADJOURNMENT

The meeting adjourned at 7:10 p.m.

Recorded by:

Dana Swanson  
City Clerk



AGENDA NO: A-2  
MEETING DATE: January 10, 2023

# Council Report

**TO:** City Council **DATE:** December 21, 2022  
**FROM:** Carla Wixom, Mayor  
Dana Swanson, City Clerk  
**SUBJECT:** Appointment of Mayor Pro Tempore; Establish various Council Sub-Committees for 2023; and, Appointment of Representatives on Discretionary Boards, Council Liaison Assignments and Council Sub-Committees

## RECOMMENDATION

Appoint Council Member Jen Ford as Mayor Pro Tempore; establish various Council Sub-Committees for 2023; and appoint representatives to serve on the various County or Regional Discretionary Boards, Council Liaison Assignments and Sub-Committees for calendar year 2023 as shown on the attached appointment list.

## DISCUSSION

### ***Mayor Pro Tempore***

The City Council Policies and Procedures Section 3.2 (Appointment of Mayor Pro Tempore) states:

“The appointment of the Mayor Pro Tempore shall be for a one-year term and shall be made at the first meeting in January. For appointment as Mayor Pro Tempore, a Council Member must be on the Council at least one year. Of those who have been on the Council for at least one year, the Council Member who has not yet held the position shall be appointed Mayor Pro Tempore. If there are two Council Members who have not yet held the position, then the Council Member receiving the highest number of votes in the most recent election shall be appointed Mayor Pro Tempore. If all have held the position, then the Council Member who has held it the least number of times shall be appointed Mayor Pro Tempore. If all Council Members have held it for the same number of years, then the Council Member for whom it has been the longest period of time since holding the position shall be appointed Mayor Pro Tempore.”

Based on the above policy, Council Member Ford shall be appointed as Mayor Pro Tempore for calendar year 2023.

Prepared By:   CWixom/DS   Dept Review: \_\_\_\_\_  
City Manager Review:   SC   City Attorney Review:   CFN

### ***Representatives to serve on County or Regional Discretionary Boards***

The City Council Policies and Procedures Section 6.1 (“County or Regional Representation”) states:

“Annually the Mayor shall make appointments to a variety of County and/or regional committees and boards. One Member of the Council shall serve as a voting representative and one member shall serve as alternate. To the best of their ability, Voting Delegates shall reflect the majority view of the Council as a whole, rather than their own personal opinions.”

Consistent with Council Policies and Procedures Section 6.1, the Mayor may seek input from City Council regarding appointments to County and/or Regional Boards, but ultimately, the Mayor is responsible for the appointment of these positions.

### ***Council Liaison Assignments***

The City Council Policies and Procedures Section 6.2.1 (“Council Liaison Assignments”) states:

“The City Council shall assign a Council liaison to each of the following advisory bodies: Recreation & Parks Commission, Harbor Advisory Board, Public Works Advisory Board, the Citizens Finance Advisory Committee, and the Planning Commission. Council liaisons will also be appointed to the special purpose advisory bodies.

The purpose of the liaison assignment is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the Council’s familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, members should either attend advisory body meetings or watch the meeting broadcasts and present information regarding advisory body meetings to the Council during Council announcements.

Council Members are not participating members of the advisory body, but are there rather to create a linkage between the City Council and the advisory body. In interacting with advisory bodies, Council Members are to reflect the views of the Council as a body. Being an advisory body liaison bestows no special right with respect to advisory body business.”

Pursuant to Council Policies and Procedures Section 6.2.1, the City Council shall assign Council Liaisons to the Advisory Bodies. Attached for Council review and approval is a list of the proposed Council Liaison assignments for 2023.

### ***Council Sub-Committees***

The City Council Policies and Procedures Section 3.13 (“Council Sub-Committees”) states:

“From time to time it may be desirable for the City Council to appoint a sub-committee of the whole to address a particular issue. That is especially the case if the issue requires additional work or research. Per the Brown Act, sub-committees must consist of less than a quorum of the body and serve for a limited purpose and time. Therefore, the City Council sub-committees may consist of two members. Sub-committees shall report back to the full Council for discussion before any formal action can be taken on the pertinent issue. Establishing a subcommittee requires the body to define the purpose, parameters, and duration of the sub-committee. The City Clerk will keep the list of sub-committees and

defined description as a record with Council liaison assignments for review annually.”

Attached for Council review and approval is a list of the proposed Council Sub-Committees to establish for calendar year 2023 and proposed Council Sub-Committee assignments for calendar year 2023.

**ATTACHMENT**

1. Proposed City Council Discretionary Appointments, Liaison Assignments and Council Sub-Committees for 2023.

## CITY COUNCIL DISCRETIONARY APPOINTMENTS (2023)

INTEGRATED WASTE MANAGEMENT AUTHORITY (meets the 2<sup>nd</sup> Wednesday of every month; 1:30pm; Board of Supervisors Chambers, SLO Government Center)

Laurel Barton Designee  
Cyndee Edwards Alternate

COUNTY WATER RESOURCES ADVISORY COMMITTEE (meets the 1<sup>st</sup> Wednesday of the month; 1:30-3:30pm; City County Library Room, 995 Palm, SLO)

Laurel Barton Delegate  
City Manager (or their designee) Alternate

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (SLORTA) & SAN LUIS OBISPO AREA COORDINATING COUNCIL (SLOCOG) (RTA meets the 1<sup>st</sup> Wednesday of odd-numbered months; 8:30am; Board of Supervisors Chambers, SLO County Government Center) (COG meets the 1<sup>st</sup> Wednesday of month in January, February, April, June, August, October & December; 9:00am; Board of Supervisors Chambers, SLO County Government Center. Occasionally, SLOCOG will hold an off-month meeting immediately following a regularly scheduled RTA meeting.)

Carla Wixom Delegate  
Zara Landrum Alternate

AIR POLLUTION CONTROL DISTRICT (meets the 4<sup>th</sup> Wednesday of every other odd numbered month; 9:00am; Board of Supervisors Chambers, SLO County Government Center)

Carla Wixom Member  
Cyndee Edwards Alternate

COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, INC. (meets the 3<sup>rd</sup> Thursday of every month; 5pm; CAPSLO Board Room, 1030 Southwood, SLO). Morro Bay rotated off the Board in 2014, Los Osos CSD is the current coastal city representative.

NATIONAL ESTUARY PROGRAM (Executive Committee meets quarterly; 3<sup>rd</sup> Wednesday of the month in February, May, August and November; 4-6pm)

Zara Landrum Member  
Laurel Barton Alternate

CITY SELECTION COMMITTEE (as needed)

Carla Wixom (Mayor) Member  
Jen Ford (Mayor Pro Tem) Alternate

LEGISLATIVE DELEGATE (as needed)

Carla Wixom (Mayor) Member  
Jen Ford (Mayor Pro Tem) Alternate

SAN LUIS OBISPO COUNTY HOUSING TRUST FUND

City Manager or designee (Comm. Dev.) Member

HOMELESS SERVICES OVERSIGHT COUNCIL (meets the 3<sup>rd</sup> Wednesday of odd numbered months; 1-3pm; SLO Vets Building Lounge Room, 801 Grand, SLO)

Zara Landrum Member  
Laurel Barton Alternate

FIRST 5 SLO COUNTY – CHILD CARE LIAISON FOR WE ARE THE CARE INITIATIVE

Jen Ford Liaison

REACH CENTRAL COAST

Zara Landrum Member

## CITY COUNCIL LIAISON ASSIGNMENTS (2023)

PLANNING COMMISSION (meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of every month; 6:00pm; Vets Hall)

Carla Wixom Liaison

HARBOR ADVISORY BOARD (meets the 1<sup>st</sup> Thursday of the month, except January, April and July; 5:30pm; Vets Hall)

Zara Landrum Liaison

RECREATION AND PARKS COMMISSION (meets the 3<sup>rd</sup> Thursday of the month in odd-numbered months; 6:00pm; Vets Hall)

Laurel Barton Liaison

PUBLIC WORKS ADVISORY BOARD (meets the 3<sup>rd</sup> Wednesday of the month except July, November and December; 5:30pm; Vets Hall)

Jen Ford Liaison

SAN LUIS OBISPO COUNTY TOURISM MARKETING DISTRICT ADVISORY COMMITTEE (meets semi-annually on the first Thursday of May and December at Embassy Suites, 333 Madonna Rd., SLO)

Jen Ford Liaison

CITIZENS OVERSIGHT / FINANCE COMMITTEE (meets the 3<sup>rd</sup> Tuesday of the month except March, June, July, September and October: 3:00pm; Vets Hall)

Cyndee Edwards Liaison

## CITY COUNCIL SUB-COMMITTEES (2023)

COUNCIL SUBCOMMITTEE ON EMPLOYEE GRIEVANCES (meets as needed)

Carla Wixom (Mayor) Member

Jen Ford (Mayor Pro Tem) Member

WATER RECLAMATION FACILITY / JPA SUB-COMMITTEE

Carla Wixom Member

Zara Landrum Member

MORRO BAY POWER PLANT

Carla Wixom Member

Cyndee Edwards Member

CHEVRON PROPERTY

Carla Wixom Member

Zara Landrum Member

ESTERO BAY ALLIANCE OF CARE ("EBAC")

Laurel Barton Member

Jen Ford Member

BOEM INTERAGENCY TASK FORCE MEMBER ON WIND ENERGY

Carla Wixom Member

Jen Ford Alternate

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AGENDA NO: A-3

MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** December 19, 2022

**FROM:** Chris F. Neumeyer, City Attorney

**SUBJECT:** Resolution Making Findings Related to the Continued Existence of a State of Emergency Due to COVID-19 and Re-Authorizing for Public Health and Safety the Conduct of Public Meetings of the Legislative Bodies of the City via Remote Teleconferencing (including partially remote) for a 30-Day Period Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361; Update on Remote Meetings Pursuant to new Assembly Bill No. 2449

## RECOMMENDATION

Staff recommends Council consider adoption of attached Resolution No. 01-23 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through February 9, 2023.

With approval of this motion and until such further notice, City Council and advisory bodies will continue to hold their meetings in public at the Veterans Hall, with the option for individual Councilmembers and advisory body members to teleconference.

## ALTERNATIVES

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

## FISCAL IMPACT

No immediate fiscal impact.

## BACKGROUND

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

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

City Manager Review: SC City Attorney Review: CFN

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

## **DISCUSSION**

### **A. Assembly Bill 361 – Teleconferencing during COVID-19 Declared State of Emergency**

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

On October 26, 2021, the City Council adopted Resolution No. 70-21 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City’s legislative bodies via remote teleconferencing for an initial 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361. On November 9, 2021, and no later than every 30 days thereafter, through June 28, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City’s legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted resolutions authorizing such meetings for an additional thirty days. AB 361 Resolution No. 61-22, which was adopted on June 28, 2022, expired by its own terms on July 28, 2022, as AB 361 resolutions are active for thirty days. On August 9, 2022, the City Council upon making necessary findings adopted Resolution No. 72-22, reauthorizing the use of remote teleconferencing by City’s legislative bodies for public health and safety, as authorized by AB 361. On August 23, the City Council reviewed the need for continuing the conduct of public meetings of City’s legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted a resolution authorizing such meetings for an additional thirty days, and the City Council took similar continuing actions thereafter upon making the same findings.

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

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

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

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

## **B. Assembly Bill 2449 – Teleconferencing after COVID-19 Declared State of Emergency**

Governor Newsom announced he intends to rescind the California state of emergency related to COVID-19 on February 28, 2023. Absent the use of AB 361, Councilmembers may use traditional Brown Act requirements for teleconferenced participation *or* may use new provisions for teleconferenced participation contained in Assembly Bill No. 2449.

### **1. Traditional Teleconferencing Law**

The Brown Act has long prescribed the following requirements for a legislative body member to participate in a meeting using teleconference technology (absent a declared state of emergency):

- Legislative body may use (if follow certain requirements) teleconferencing for all purposes during any meeting. At least a quorum of the legislative body must participate from locations within the local agency’s jurisdiction. The agency may make additional teleconference locations available for the public.
- The meeting notice and agenda must specifically identify the teleconference location, including a full address and room number, as applicable. The agenda must be posted at each teleconference location 72 hours before a regular meeting, even if a hotel room or residence.
- The public must have access to each teleconference location and have technology, such as a speakerphone, to enable the public to participate.
- The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location. The legislative body must vote by roll call.

### **2. New Teleconferencing Law**

The Governor signed AB 2449 in 2022 (effective January 1, 2023; sunsets January 1, 2026) which allows less than a quorum of Councilmembers to utilize teleconferencing without publicly noticing their location and making the location accessible to the public in certain circumstances:

- “Just cause,” which includes: (i) necessary caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner; (ii) having a contagious illness, (ii) having a physical or mental disability that is not otherwise accommodated; or (iv) traveling on official business of the local agency or another state or local agency. *A member of the legislative body who participates remotely for “just cause” is limited to two such remote meetings per calendar year.*
- “Emergency circumstance,” which includes a physical or family medical emergency that prevents a member from attending in person. Remote participation due to an emergency circumstance must be approved by the legislative body at each meeting.

AB 2449 provides for various procedures to be followed for a member to use either “just cause” or “emergency circumstances” for remote teleconferencing participation. When a meeting is held with remote participation by Councilmembers, there must be live video and/or audio stream that also allows members of the public to participate remotely through the audio/visual platform or telephonic service. The legislative body must vote by roll call. A Councilmember may participate solely through teleconference for no more than three consecutive months or 20 percent of the regular meetings of the City Council within a calendar year or no more than two meetings if the legislative body meets

fewer than ten times per calendar year. AB 2449 also provides for various other requirements for use of the new teleconferencing law.

**CONCLUSION**

Staff recommends Council consider adoption of the proposed Resolution No. 01-23 making the findings required to re-authorize use of AB 361. Doing so will allow meetings of the City Council, City boards and City commissions to occur by teleconference (including under a hybrid format) for the public health and safety. Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days thereafter.

**ATTACHMENT**

1. Resolution No. 01-23

**RESOLUTION NO. 01-23**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, On May 24, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 43-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On June 14, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 50-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On June 28, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 61-22 authorizing such meetings for an additional thirty days, and by its own terms Resolution No. 61-22 expired on July 28, 2022; and

**WHEREAS**, On August 9, 2022, the City Council adopted Resolution No. 72-22 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for a 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361; and

**WHEREAS**, On August 23, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 78-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On September 13, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 83-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On October 11, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 87-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On October 25, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 94-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On November 22, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 96-22 authorizing such meetings for an additional thirty days; and

**WHEREAS**, On December 13, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 105-22 authorizing such meetings for an additional thirty days; and

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

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

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

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

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

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

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

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

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

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

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

**SECTION 5.** This Resolution shall take effect immediately upon its adoption by the City Council and shall be effective for until the earlier of (i) February 9, 2023, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code §54953(e)(3) to extend the time during which the Legislative Bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code §54953.

**SECTION 6.** Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

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

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on the 10th day of January 2023 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

\_\_\_\_\_  
CARLA WIXOM, Mayor

ATTEST:

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



AGENDA NO: A-4

MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** December 19, 2022

**FROM:** Eric Riddiough, P.E., City Engineer

**SUBJECT:** Resolution No. 02-23 Approving Adjustment to Lease Site Maps for Lease Sites 65-66 and 65W-66W at 571 Embarcadero Road

## RECOMMENDATIONS

Staff recommends City Council approve the adjustment to Lease Sites 65-66 and 65W-66W at 571 Embarcadero by adopting Resolution No. 02-23.

## ALTERNATIVES

No alternatives are being presented.

## FISCAL IMPACT

The proposed adjustment will cause a 450 square foot increase to the leasable area and could result in an approximate 1.7% increase in lease payments from this lease to the City's Harbor fund due to said area increase.

## BACKGROUND/DISCUSSION

Morro Bay's waterfront, harbor and beaches are an enterprise fund zone held in trust with the State. On December 9, 1974 the City Council adopted Resolution No. 77-74 approving the "Lease Site Maps" as the official reference document for City lease sites. These maps include all those tide and submerged areas held in trust by the City of Morro Bay for the State of California. These maps have been adjusted from time to time based upon direction from City Council to accommodate new and modified lease sites.

With the approval of MAJ19-006 (Major Modification) to UPO-260 by City Council on [May 11, 2021 \(Item B-2 on that agenda\)](#) a lease line adjustment was required. The permitted project consists of conversion of the second floor of the building to vacation rental use, an expended public Harborwalk, and new floating docks for vessel accommodation that extend slightly further West than the original docks. This proposed adjustment to the lease line facilitates the development as approved by MAJ19-006 and Resolution No. 22-21. To accomplish this, the City Council must approve this lease line adjustment, which will be incorporated into the leased premises.

## CONCLUSION

Staff recommends the City Council approve the adjustment to Lease Sites 65-66 and 65W-66W by adopting Resolution No. 02-23 to comply with the requirements of MAJ19-006.

Prepared By: EE

Dept Review: GK

City Manager Review: SC

City Attorney Review: LNL

**ATTACHMENTS**

1. Resolution No. 02-23
2. Exhibit A to Resolution
3. Exhibit B to Resolution

**RESOLUTION NO. 02-23**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
APPROVING ADJUSTMENTS TO LEASE LINE MAPS  
LEASE SITES 65-66 and 65W-66W**

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

**WHEREAS**, on December 9, 1974, the City Council approved the “Lease Site Maps” dated November 1974, and these maps include all those tide and submerged areas held in trust by the City of Morro Bay for the State of California; and

**WHEREAS**, the “Lease Site Maps” have been revised at various times by the City Council of Morro Bay to reflect new lease sites and adjustments in lease site boundaries; and

**WHEREAS**, City desires to adjust the boundaries for Lease Sites 65-66 and 65W-66W to accommodate uses authorized by MAJ19-006 (Major Modification) to UPO-260 and City Council Resolution No. 22-21 for existing and future leases; and

**WHEREAS**, the attached maps (“Exhibit A and Exhibit B-Revision to Lease Site Maps”) clearly identifies each lease site and its boundaries for easy reference and access.

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

1. The City does hereby adjust the boundaries of lease sites: 65-66 and 65W-66W, and hereby designates the attached “Exhibit A and Exhibit B-Revision to Lease Site Maps” as the official reference document for said lease sites.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on the 10<sup>th</sup> day of January 2023 on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

CARLA WIXOM, Mayor

ATTEST:

---

DANA SWANSON, City Clerk

## EXHIBIT A

Those portions of Parcel 10 in the City of Morro Bay, County of San Luis Obispo, State of California, as shown on the map recorded in Parcel Map Book 3, Page 10, on file in the Office of the County Recorder of said county, which parcel is also noted as Lease Sites 65-66 and 65W-66W on sheet 8 of 13 of the map titled "LEASE SITES MAP", dated " FEB '78 ", on file in the Engineering Department of said City,  
AND ALSO those portions lying within the City of Morro Bay westerly of said Parcel 10, more particularly described as follows.

### PARCEL ONE

- BEGINNING at the southeasterly corner of said Parcel 10;
- Course (1) thence along the southerly line of said Parcel 10, South 76° 27' 22" West, 85.48 feet;
- Course (2) thence leaving said southerly line of Parcel 10, North 13° 30' 46" West, 45.01 feet to a point on the northerly line of said Parcel 10;
- Course (3) thence along said northerly line of Parcel 10, North 76° 27' 22" East, 89.69 feet to the northeasterly corner thereof;
- Course (4) thence along the easterly line of said Parcel 10, South 08° 10' 02" East, 45.21 feet to the point of BEGINNING.

PARCEL ONE contains approximately 3942 square feet.

### PARCEL TWO

- COMMENCING at the southeasterly corner of said Parcel 10;
- thence along the southerly line of said Parcel 10, South 76° 27' 22" West, 85.48 feet to the TRUE POINT OF BEGINNING;
- Course (1) thence continuing along said southerly line of Parcel 10 and its westerly extension, South 76° 27' 22" West, 60.00 feet to a point;
- Course (2) thence North 13° 30' 46" West, 45.01 feet to a point on the westerly extension of the northerly line of said Parcel 10;
- Course (3) thence along said northerly line of Parcel 10 and its westerly extension, North 76° 27' 22" East, 60.00 feet to a point on said northerly line of Parcel 10;
- Course (4) thence leaving said northerly line of Parcel 10, South 13° 30' 46" East, 45.01 feet to the TRUE POINT OF BEGINNING.

PARCEL TWO contains approximately 2701 square feet.

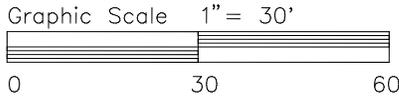
The above described **PARCELS ONE** and **TWO** are as shown on **EXHIBIT B**, attached hereto and made a part hereof for informational purposes only.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

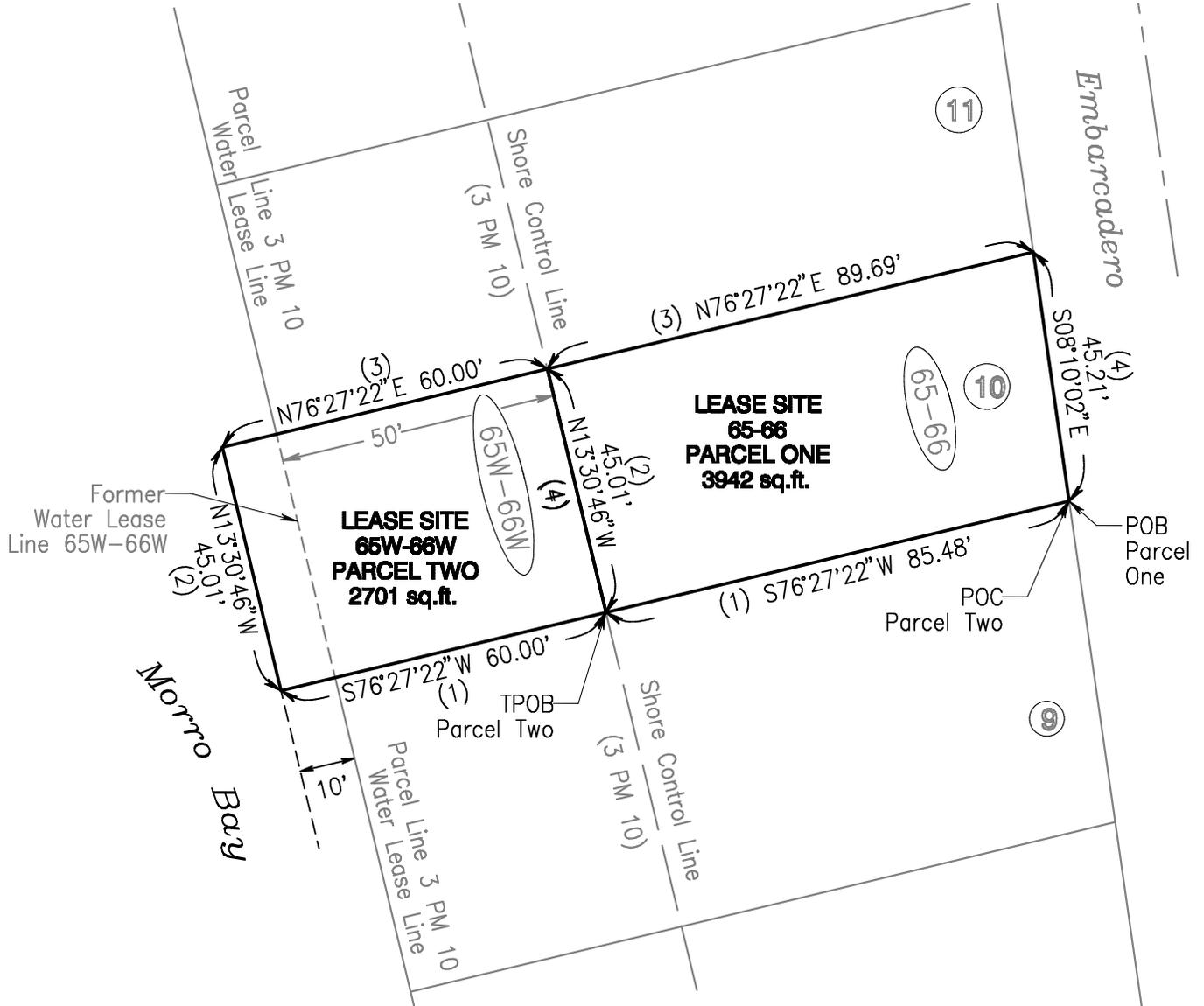
  
Robert J. Reese, LS 6208

2022.12.02  
date





# EXHIBIT B



- 01-02 = Lease Sites per Sht 8 of 13 on file at City Engineer office
- 00 = Lot per 3 PM 10

**REESE Water & Land SURVEYING SERVICES**  
 900-B Los Osos Valley Rd.  
 Los Osos, CA 93402  
 805.439.2741



This Exhibit has been prepared by me in accordance with the provisions of the Professional Land Surveyors Act.

*Robert J. Reese* 2022.12.02  
 Robert J. Reese, LS 6208 date

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**AGENDA NO: A-5**

**MEETING DATE: January 10, 2023**

# Staff Report

**TO: Honorable Mayor and City Council      DATE: December 16, 2022**

**FROM: Daniel McCrain, Fire Chief**

**SUBJECT: Application for Governor’s Office of Traffic Safety Grant**

## **RECOMMENDATION**

Authorize the Fire Department to submit applications to the California Office of Traffic Safety (OTS) Grant program for hydraulic extrication equipment and airbags.

## **ALTERNATIVES**

1. Direct staff to request funding these items through the traditional budget request process. (General fund, Measure Q&E funds, etc.); or
2. Provide alternate direction; or
3. Take no action.

## **FISCAL IMPACT**

The OTS Grant program does not have a cost share for funding. The cost of equipment is funded 100% through the program, but must first be purchased by the City and then be reimbursed by the OTS 90 days after City’s purchase. The financial burden for the City would be encumbering the funds to purchase the equipment for 90 days while awaiting the Grant reimbursement. The Grant request is for up-to \$150,205.00

## **BACKGROUND**

The OTS is tasked with developing and implementing a highway safety program that addresses behavioral factors impacting safety on the road. The goal of the annual program is to prevent serious injury or death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California’s highway safety needs at the state, county, and local level. The Grant application period runs from December 7, 2022, through January 31, 2023. The Grant applications are reviewed between February and May with awards being made in June 2023.

## **DISCUSSION**

A majority of the hydraulic extrication equipment currently in use by Morro Bay Fire Department was scheduled for replacement in the 2017/2018 fiscal year, but due to budget constraints most of these items have not been replaced. The gasoline power pumps were replaced during the 2018/2019 fiscal year, yet all other equipment is overdue to be replaced. The spreaders and cutters were purchased in 2011, and the rams and air bags were purchased in 2009. The equipment has a life expectancy of approximately 10 years depending on the item. Last year, Governor Newsom signed AB 1346 requiring the phase out of all gasoline powered small engines beginning in 2024. To comply with this upcoming law, the Fire Department is looking to replace the current gasoline powered hydraulic extrication equipment with battery powered equipment. This new electric equipment has higher operating

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

strengths than our current equipment and is designed for the high tensile strength materials of modern vehicles that our current equipment cannot realize. Upgrading this equipment also reduces Fire Department dependence on petroleum products and reduces emissions levels in accordance with the Council's stated goal of Climate Action. The adopted budget for small tools and equipment is \$3,685.66. The estimated cost to replace all of the extrication equipment and air bags is approximately \$150,205.00 depending on current pricing and brands chosen. Purchasing this equipment would be a significant increase to the line-item budgets of the General Fund or Measure Q&E funds if purchased through those funds. By seeking OTS Grant funding, the Fire Department could potentially procure the needed equipment while being reimbursed for its entire cost.

**CONCLUSION**

The cost of replacing Fire Department capital equipment, such as extrication equipment, can easily exceed the available funds in a departmental operating budget. Grant funding is a mechanism that many departments utilize to purchase much needed equipment that would be unobtainable without outside assistance due to limited agency finances. This would allow the Fire Department to obtain equipment to enhance the safety of our responders and the community with a very small financial impact to City funds due to the requirement to purchase the equipment and request reimbursement. The Grant process includes a review of the application to evaluate the merit of the application for addressing program areas. If the application passes this evaluation, then it is ranked, and awarded in order of need. The staff effort required to write and manage the Grant is offset by the potential benefits of the program.

**ATTACHMENT**

NONE

**A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY COMMENDING AND HONORING  
HARBOR DIRECTOR ERIC ENDERSBY ON HIS RETIREMENT**

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

**WHEREAS**, Harbor Director Eric Endersby began his public safety career in early 1993 as a Reserve Harbor Patrol Officer; and

**WHEREAS**, Harbor Director Endersby became Chief Harbor Patrol Officer in 1997; and

**WHEREAS**, Harbor Director Endersby progressed in his career with the City of Morro Bay and was appointed Harbor Director in 2012; and

**WHEREAS**, Harbor Director Endersby has been an active member of the California Association of Harbor Masters and Port Captains, the California Marine Affairs and Navigation Conference, the California Boating Safety Officer's Association, the United States Lifesaving Association, the Morro Bay Community Quota Fund, the Alliance of Communities for Sustainable Fisheries, the Morro Bay Lease Areas Mutual Benefits Corporation, and numerous professional boards, task forces, working and advisory groups; and

**WHEREAS**, Harbor Director Endersby has been instrumental in ensuring Morro Bay's annual harbor dredging needs are met by the United States Army Corps of Engineers; and

**WHEREAS**, Harbor Director Endersby has worked with numerous agencies and organizations on issues important to Morro Bay including the United States Coast Guard, Morro Bay National Estuary Program, California State Parks, the Marine Mammal Center, Pacific Wildlife Care, California Fish and Wildlife, the Central California Joint Cable/Fisheries Liaison Committee, and the Morro Bay Chamber of Commerce; and

**WHEREAS**, Harbor Director Endersby has worked with the commercial fishing industry and represented that industry and its interests at the local, state and federal levels on issues affecting commercial fishers; and

**WHEREAS**, Harbor Director Endersby has led the Harbor Department in everything from maritime search and rescues, aiding surfers, kayakers, and others in distress, rendering medical aid, and fighting fires, to accommodating visiting mariners, managing public facilities, negotiating complex lease agreements, overseeing property management and redevelopment activities, repairing, maintaining and rebuilding infrastructure, protecting wildlife and the environment, enforcing state and local laws and ordinances, and burying dead seals on the beach.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Morro Bay honors and recognizes Harbor Director Eric Endersby for his service to, and leadership and management of the Morro Bay Harbor Department for the last thirty years; and

**BE IT FURTHER RESOLVED** that the Morro Bay City Council extends its appreciation and thanks for Harbor Director Eric Endersby's many years of professional service to the City of Morro Bay on this his 60<sup>th</sup> birthday, and offers its best wishes for fair winds and following seas.

IN WITNESS WHEREOF I have  
hereunto set my hand and caused the  
seal of the City of Morro Bay to be  
affixed this 10<sup>th</sup> day of January 2023

\_\_\_\_\_  
CARLA WIXOM, MAYOR  
City of Morro Bay, California

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**A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY COMMENDING AND HONORING  
POLICE CHIEF JODY COX ON HIS RETIREMENT**

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

**WHEREAS**, Police Chief Jody Cox began his public safety career at the Tulare County Sheriff's Department in April 1988 as Deputy; and

**WHEREAS**, Chief Cox moved to the Tulare Police Department in May 1990 where he worked as an Officer; and

**WHEREAS**, Chief Cox moved back to the Tulare Sheriff's Department until October 1995; and

**WHEREAS**, Chief Cox worked in Ag Crimes Detective Unit, SWAT, Homicide Sergeant, and many other roles and responsibilities; and

**WHEREAS**, Chief Cox began his career with the City of Morro Bay as Sergeant in 2012; and

**WHEREAS**, Chief Cox progressed in his career with the City of Morro Bay and was appointed Police Chief in 2018; and

**WHEREAS**, Chief Cox has developed numerous department community outreach programs bringing the police department into the community, forging a lasting partnership with the community with programs such as Neighborhood Cop Program, Chief's Advisory Committee, Citizens' Police Academy, and Faith & Blue Weekend; and

**WHEREAS**, Chief Cox has participated in and taken leadership roles of numerous professional and community service activities including Morro Bay Rotary, San Luis Obispo County Suicide Prevention Council, and the Morro Bay Car Show; and

**WHEREAS**, Chief Cox has developed future leaders in the community and within the profession of law enforcement, placing unyielding emphasis on representing the agency, the community, and one's self with the highest level of ethics and professionalism.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Morro Bay honors and recognizes Police Chief Jody Cox for his service to, and leadership and management of the Morro Bay Police Department for the last ten years and last thirty five years in law enforcement; and

**BE IT FURTHER RESOLVED** that the Morro Bay City Council extends its appreciation and thanks for Police Chief Jody Cox many years of professional service to the City of Morro Bay and offers its best wishes for many warm sunsets.

IN WITNESS WHEREOF I have  
hereunto set my hand and caused the  
seal of the City of Morro Bay to be  
affixed this 10<sup>th</sup> day of January 2023

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CARLA WIXOM, MAYOR  
City of Morro Bay, California

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AGENDA NO: C-1  
MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor & City Council

**DATE:** January 3, 2023

**FROM:** Dana Swanson, City Clerk

**SUBJECT:** Advisory Board Interviews

## **RECOMMENDATION**

Staff recommends the Conduct interviews to fill current and upcoming vacancies on the Planning Commission, Citizens Oversight/Finance Advisory Committee, Harbor Advisory Board, Public Works Advisory Board, Recreation & Parks Commission, and City’s representative on the Visit SLO County Board of Directors.

## **ALTERNATIVES**

The Council may choose not to fill one or more of the vacancies and direct staff accordingly.

## **BACKGROUND/DISCUSSION**

Annual appointments to the various City Advisory Bodies are made in January of each year. The Advisory Body Handbook, last adopted by City Council in April 2022, outlines the recruitment procedures and membership requirements for all advisory bodies. Additionally, the City Council Policies & Procedures Manual, also updated in April 2022, describes the appointment procedures and process for Advisory Body appointments. Notices that the City was accepting applications were placed on the City website and “e-notification” service, listed in the annual Local Appointments List (Maddy Act Notice) posted in the City Hall and Library kiosks, Estero Bay News, and distributed via City’s Facebook page. Applications were accepted from November 21 – December 30. Overall, a higher than average number of applications were received; however, in the case of the Citizens Oversight/Finance Advisory Committee, there is an insufficient number of applicants to fill the available positions. Any vacancies that exist at the conclusion of this meeting will be properly noticed and interviews will be held on a date to be determined.

The following individuals submitted applications (Attachment 1) and will be available for interview by the City Council. The Council may make appointments either by motion, second and voice vote or the Council may vote by written ballot with the results read into the record by the City Clerk.

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

**Planning Commission**

**2 vacancies for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027)**

1. Jesse Barron
2. Derek Dahlgren
3. Asia King
4. Eric Meyer
5. McKenzie Taffe
6. Toni Woody

**Citizens Oversight/Finance Advisory Committee**

**Two (2) vacancies for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027)  
& one (1) vacancy for the remainder of a term ending Jan. 31, 2026**

1. Jean Johnson
2. Stephen Peck

*Continue to recruit for one unfilled vacancy.*

**Harbor Advisory Board**

**1 vacancy representing Waterfront Leaseholders for a new 4-year term (Feb. 1, 2023 - Jan. 31, 2027)**

1. Cherise Hansson

**1 vacancy representing Recreational Boating for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027)**

1. Don Holmes
2. Cal Meyers

*Continue to recruit for one unfilled vacancy to serve as an Alternate Member to the Morro Bay Commercial Fishermen's Organization for the remainder of a term ending January 31, 2025*

**Public Works Advisory Board**

**1 vacancy for a new 4-year term (Feb 1, 2023 - Jan. 31, 2027)**

1. Derek Dahlgren
2. Douglas Hill
3. Robert Nava

**Recreation & Parks Commission**

**1 vacancy to fill remainder of a term ending January 31, 2026**

1. June Swall

**Visit SLO County Board of Directors – Regional Board**

**1 vacancy commencing June 21, 2023 for a 3 year term ending June 20, 2026**

1. Hemant Patel

**ATTACHMENTS & REFERENCE DOCUMENTS**

1. Applications
2. [Link](#) to current Local Appointment List
3. [Link](#) to Advisory Body Handbook & By-laws
4. [Link](#) to Council Policies & Procedures Manual

# **PLANNING COMMISSION (PC)**

**Two (2) vacancies for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027)**

## **Applicants:**

- 1. Jesse Barron**
- 2. Derek Dahlgren**
- 3. Asia King**
- 4. Eric Meyer**
- 5. McKenzie Taffe**
- 6. Toni Woody**



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

### Contact Information

Full Name JESUS BARRON	Home Phone [REDACTED]
Street Address [REDACTED]	Cell Phone [REDACTED]
Mailing Address (if different than above)	Work Phone
City, State, Zip Code MORRO BAY, CA 93442	Email Address [REDACTED]

Do you live within the Morro Bay City Limits?

Yes

No

Are you registered to vote in the City of Morro Bay?

Yes

No

### Advisory Body Information

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

Citizens Oversight and Citizens Finance Advisory Committee\*

Harbor Advisory Board

Marine-Oriented Business

Waterfront Leaseholder

Recreational Boating

Member-at-Large

South Bay/Los Osos Representative

Morro Bay Commercial Fisherman's Association (MBCFO)

Alternate Member to MBCFO

Planning Commission\*

Public Works Advisory Board\*

Recreation & Parks Commission

Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> California Polytechnic State Univ., SLO	<b>Position or Occupation</b> Construction Inspector Manager/ Permit Officer
<b>Employer Address</b>	<b>How Many Years</b>
<b>City, State, Zip Code</b>	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
CSU Bakersfield	Masters of Public Administration, candidate
CSU Bakersfield	Public Admin, BA
Comm College of the Air Force	Construction Technology, AS

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

See attachment

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

3. Why are you interested in serving on this advisory board, commission, or committee?

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

\_\_\_\_\_  
(Signature)

19 DEC 2022  
\_\_\_\_\_  
(Date)

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

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

## Qualifications and Interests

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

- 1. Are you currently or have you previously served on a board, commission, committee, or other public body. If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?**

I was previously on the City of Morro Bay Planning Commission from October of 2017 to March of 2021; I resigned to take a job in Santa Barbara, but have since moved back. During my tenure as a Planning Commissioner, part of which was as the Chairman, The Commission was able to complete the bulk of the work towards implementing a new General Plan and Local Coastal Plan (GP/LCP). This was a gargantuan effort with countless hours of work from Staff, Consultants, the Planning Commission, General Plan Advisory Committee and the public.

I also served as an advisor to the Water Reclamation Facility on behalf of the Planning Commission. In addition, I was also able to lend my expertise in an advisory fashion on a number of projects currently under development.

- 2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social or other organization?**

I feel that my technical training and experience in Construction, Plan Review and Engineering lend well to the practical applications found in the Planning process.

- I served in the Planning and Building Department for the County of San Luis Obispo for 7 years from 2014 to 2021, as a **Plans Examiner**.
- I was the **Building Permit Counter Supervisor** for the County of Santa Barbara for approximately one year.
- I was a **Building Inspector** for Kern County from 2004 to 2014
- I was a **Senior Plans Examiner** for Bureau Veritas in Atascadero since March of 2021
- I have recently accepted a position as **Construction Inspector Manager/Permit Officer** for Cal Poly, SLO.

Bureau Veritas (BV) is a third-party Plan Review and Engineering consultant, serving local governments. During my time with BV I provided Plan Review services to most local jurisdictions. This has given me great practical insight into the Planning, Building and Permitting processes pertinent to our community; I would like to use that experience and insight to serve the citizens of the City of Morro Bay.

- 3. Why are you interested in serving on this board, commission, or committee?**

Morro Bay is poised to have some very interesting and important projects coming through or near the City. I would like to be in a position to use my knowledge, skills and abilities to serve the City of Morro Bay and help to provide civic leadership and guide our community through the very important next years. The Energy projects that will be before the City to consider may well have great regional economic impacts for generations. I feel like I will be able to devote the time and effort necessary to make logical recommendations to the City Council, once all of the necessary information is available for consideration.



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

### Contact Information

<b>Full Name</b> Derek E. Dahlgren	<b>Home Phone</b> N/A
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> ( [REDACTED] )
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b> N/A
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

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

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

### Advisory Body Information

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

- Citizens Oversight and Citizens Finance Advisory Committee\*
- Harbor Advisory Board
  - Marine-Oriented Business
  - Waterfront Leaseholder
  - Recreational Boating
  - Member-at-Large
  - South Bay/Los Osos Representative
  - Morro Bay Commercial Fisherman’s Association (MBCFO)
  - Alternate Member to MBCFO
- Planning Commission\*
- Public Works Advisory Board\*
- Recreation & Parks Commission
- Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> Phillips 66	<b>Position or Occupation</b> I&E Supervisor / Capital PM
<b>Employer Address</b> 18781 El Camino Real	<b>How Many Years</b> ~ 23 Years
<b>City, State, Zip Code</b> Atascadero CA, 93422	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Taft College -1981	AA Industrial Education

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

No, I have no public advisory board experience. I do have experience in the large private corporate sector on assigned to advisory teams on developing policies and standards for safety, equipment, operational philosophies and maintenance. Also have been on many assurance audit teams developing reports for safety and reliability systems operated. While on these teams had a significant impact on the safety and over efficacy of operations.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

My previous position, project assignments required permits, plan checks and inspections in various cities and counties throughout California negotiating and problem solve those jurisdictional distinctions for a positive outcome. Familiar with most California building codes as part of the state inspection process for prefabricated factory floor and traditional buildings.

3. Why are you interested in serving on this advisory board, commission, or committee?

Morro Bay will be pivoting to support the potential near term industrial commercial development of various green energy projects. My background in the industrial energy sector should allow me to provide guidance based on previous experiences on the future request for the review, construction of facilities and infrastructure requirements. Also, the short fused has been lit on AB2011 and SB6 and would like to be a part of the affordable housing solution.

I have read the Advisory Bodies Handbook regarding the expectations and responsibilities of this Commission/Advisory Board/Committee and, should I be appointed, am able and willing to devote th

[Redacted Signature]

duties.

**Dec. 29, 2022**

(Date)

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

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

**DEREK E. DAHLGREN**

██████████.  
Morro Bay, California 93442

██████████  
Email: ██████████

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## **OBJECTIVE**

To seek a challenging opportunity with a high-performing cross-functional team with significant responsibility where achievements is based on self-motivation, experience, knowledge, organizational skills, commitment, and aptitude, achieving outstanding quality of all deliverables.

## **SUMMARY OF QUALIFICATIONS**

### **Experience:**

Over 40 years of practical, broad-based experience as a driven technical supervisor with exceptional leadership and project management skills. Ability to effectively plan, executes, coordinate, commission and meet deadlines for multiple projects. Committed to executing first class solutions on time and under budget. Continually demonstrated success streamlining operations and upgrading facilities. Experience in project management, construction oversight, process control, automation incorporation and facility design with computer integration as required to expedite construction and implementation of pump stations, tank gauging, metering and sampling systems, engine controls, truck rack loading and unloading control systems, oil and gas production facilities, water treatment, boilers, steam generation and distribution, power cogeneration facilities, and pipeline facilities. Highly dependable, goal oriented, collaborative, self-motivated, team player able to hit the ground running with focus on safety and customer satisfaction.

Background of experience includes:

### **Automation, Electrical and Process Control:**

- Developed and managed various facility upgrades such as Power Distribution Centers, Adjustable Speed Drives, Motor Control Centers, control and measurement systems, sampling systems, Operator Interface Terminals, SCADA, area classifications and arc flash studies.
- Designed PLC networks for process control systems.
- Specified hardware, software and operating systems for automation projects.
- Integrated pipeline control systems with third party control systems such as Modicon, Honeywell and Foxboro Distributed Control Systems, Fuels Manager tank gauging management systems and Omni Flow computers.
- Developed software strategies, hardware assimilation, measurement resolutions and software integration solutions utilizing various programs such as RSLogix 5000, 5 and 500, RSview32 and Factory Talk Operator Interface Terminals and Omnicom.
- PLC system network and I/O diagrams.

### **Facility Design:**

- Developed and managed in mechanical design and installation of positive displacement and centrifugal pumps, gearboxes, electric and natural gas engine drivers, Automated Custody Transfer units, truck racks, tankage and manifold systems.
- Industrial controls, transmitters, gravimeters and automation equipment.
- Measurement systems, meter proving and FTZ rated sampling systems.
- Piping and Instrumentation Diagrams.
- Plot plans, civil plans, pipe and cable tray supports, and overall equipment layouts.
- Piping isometrics.
- Procurement of various equipment and materials.
- Estimating and scheduling.
- Hazardous area classifications and solutions.
- Conduit and wire schedules.
- Ability to design piping systems for thermal expansion, hydraulic requirements and engineering specifications.

**Project Management Skills:**

- Front End Loading, procurement specifications, estimating, scheduling, forecasting, execution, commissioning and closeout of capital projects.
- Collaboration with third party contract process control system integrators and engineering service companies.
- Implementation and integration of state-of-the-art control system upgrades and new installations at pump stations, water treatment plants, and oil and gas production facilities throughout California.
- Construction of oil pump stations, tank farms, metering systems, truck loading/unloading facilities, vapor recovery units, dehydration, produced water filtration and softening plants, and steam producing facilities throughout California.

**Technical Knowledge:****Hardware:**

- Extensive knowledge of Allen-Bradley Control Logix, PLC (PLC V, Compact Logix, etc.), SLC and HMI hardware.
- Extensive knowledge of telecommunications equipment for SCADA and VSAT solutions.
- General Knowledge of third-party Industrial Controls and Automation Products (e.g., Robicon VFDs, Dynalco, Altronics, etc.).
- Extensive knowledge of PLC's

**Applications and Operation Systems:**

- Extensive knowledge RSLogix, Panelview, Factory Talk and RSView programming software.
- Extensive knowledge of Omni flow computer configuration software.
- MS Windows and Apple OS X and IOS.
- Microsoft Office Suite.
- AutoCAD (all releases)
- SAP

**EMPLOYMENT HISTORY**

1997-2019

**Phillips 66 Midstream (Successor to ConocoPhillips and Tosco)**, Santa Margarita, California  
Instrumentation and Electrical (I&E) Supervisor / Capital Project Manager

Executed strategies, hardware assimilation, measurement determinations and software integration solutions utilizing various programs such as RSLogix 5000, 5 and 500, RSview32, Factory Talk, and Omnicom. Managed various facility upgrades such as Power Distribution Centers, Adjustable Speed Drives, Motor Control Centers, control and measurement systems, sampling systems, Operator Interface Terminals, SCADA, and area classification and arc flash studies. Managed and provided technical guidance on mechanical design and installation of positive displacement and centrifugal pumps, gearboxes, electric and natural gas engine drivers, Automated Custody Transfer units, truck racks, tankage and manifold systems. Integrated company control systems with third party control systems, such as Modicon, Honeywell and Foxboro Distributed Control Systems, Fuels Manager tank gauging management systems, and Omni Flow computers. Provided relief coverage for Regional Engineering and Maintenance Superintendents to oversee project assignments, execution, continuity, and standardization. Assigned to collective teams with various support groups within Midstream organization to developed standards for arc flash studies, electrical and mechanical safety policies and recommendations for improve operating efficiencies throughout Western Region. Provided mentoring / training of new graduate engineers, new hire I&E technicians and coordinators.

1996-1997

**TORCH Operating Company (Successor to Unocal Production)**, Bakersfield, California  
Construction Engineering Coordinator

Coordinated and managed production facility construction, and automation and process control design for oil, gas, water treatment, steam generation and power cogeneration projects. Wrote bid specifications, procured materials and supervised construction activities, and engineering and automation integration companies to expedite ongoing

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multiple construction projects for well drilling program. Developed standardization designs, material list, and construction schedule while maintaining coordination of operational and construction activities.

1988-1996  
Self-Employed

**EDS**, Engineering Design Services, Bakersfield, California

Provided consulting services for in-house production facility mechanical design and construction, automation and process control design for oil, gas, water treatment, steam generation and power cogeneration projects. Supervised and managed outside mechanical engineering and automation integration companies providing services to expedite construction projects.

1985-1988

**TEXACO USA** (Successor to Getty Oil Co.), Taft, California  
Engineering Technician

Executed designs for Automated Well Test systems, oil, gas, cogeneration and water treatment facilities. Wrote bid specifications, procured materials, and managed equipment installation and construction activities for multiple oil, gas and water treatment facility projects throughout the San Joaquin Valley area. Worked as team member with facility engineering group on Automated Well Test units, Oil Treating Facilities, Steam Generation, and assisted in coordination and implementation of units with new fields coming on line. Implemented initial cogeneration units for various producing fields.

1981-1985

**GETTY OIL COMPANY**, Oil Recovery Pilot Plant, McKittrick, California  
Engineering Technician

Provided facility, mechanical and automation design services for \$100MM pilot plant for oil extraction from diatomaceous earth. Supervised and coordinated equipment installation, construction and testing of various pilot plant configurations to enhance oil recovery from multiple extraction processes. Worked with third party development teams on reconfiguring equipment and processes for continuous ongoing testing and collecting data throughout 4-year development process.

1979-1981

**MARMAC SYSTEMS ENGINEERING**, Bakersfield, California  
Technician

Worked as Technician on numerous projects for refineries and oil producing companies in San Joaquin Valley. Assisted in developing designs for implementation of desalting unit control valve stations and bypasses, interconnection piping to light ends recovery unit, casing gas collection systems, water treatment, dehydrations plants and heavy oil recycle pumps. Coordinated implementation of new equipment at various oil production and processing facilities. Supported in pre-work activities for turn-arounds at Mohawk and Kern County Refineries.

### **EDUCATION AND ACCREDITATION**

Taft College -1981 (AA Industrial Education)  
A.S.M.E. Section IX, Certified Welder - 1981  
California Community College -1988 (Special Limited Teaching Credential)



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> Asia King	<b>Home Phone</b> [REDACTED]
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b>
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay, CA 93442	[REDACTED]

Do you live within the Morro Bay City Limits?

Yes

No

Are you registered to vote in the City of Morro Bay?

Yes

No

## Advisory Body Information

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

- Citizens Oversight and Citizens Finance Advisory Committee\*
- Harbor Advisory Board
  - Marine-Oriented Business
  - Waterfront Leaseholder
  - Recreational Boating
  - Member-at-Large
  - South Bay/Los Osos Representative
  - Morro Bay Commercial Fisherman's Association (MBCFO)
  - Alternate Member to MBCFO
- Planning Commission\*
- Public Works Advisory Board\*
- Recreation & Parks Commission
- Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> Federal Economic Development Admin	<b>Position or Occupation</b> Economic Development Representative
<b>Employer Address</b> Seattle Regional Office, Morro Bay home office	<b>How Many Years</b> 2.5
<b>City, State, Zip Code</b> Seattle, WA	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Rutgers, The State University of New Jersey	Masters in City and Regional Planning
University of Washington, Seattle	Bachelors in Human Geography and Environmental Studies
Cuesta College	Associates Degree in General Education

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

See Attached

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

See Attached

3. Why are you interested in serving on this advisory board, commission, or committee?

See Attached

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

  
\_\_\_\_\_  
(Signature)

12/21/22

\_\_\_\_\_  
(Date)

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

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Planning Commission Application Responses  
Asia King  
December 2022

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

I have spent the last year serving as a planning commissioner for the City of Morro Bay. During this time, the commission worked with city staff to review and recommend the updated zoning code, which implements the 2021 General Plan and Local Coastal Plan. This was major accomplishment, as it required intensive analysis and decision making for the future of the community.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

- I earned a graduate degree in City and Regional Planning at the Bloustein School of Public Policy and Planning.
- I have worked as a community planner in the federal government since 2018. I served as a hazard mitigation planner with the Federal Emergency Management Agency, where I evaluated and approved hazard mitigation plans for official use. I assisted municipal, county, state and tribal governments in the development of their hazard mitigation plans and the integration of those plans into general plans.
- I am currently the Economic Development Representative for the Central Coast and Central Valley of California at the Federal Department of Commerce, Economic Development Administration. I assist regions in the development of their Comprehensive Economic Development Strategies (CEDs), identifying and developing projects for federal funding.
- Through my professional work, I have extensive experience in public, community and stakeholder engagement for planning and policy creation.

3. Why are you interested in serving on this advisory board, commission, or committee?

As a fifth generation native of San Luis Obispo County, I would like to use my professional skill set to make the place I live safe, environmentally resilient and economically prosperous for years to come. As a mom, I am invested in Morro Bay as a place that fosters creativity, stability and equity for the next generation. Specifically, I am interested in shaping the city's and county's future as one that has a high quality of life while remaining livable, affordable and accessible for young people and families.

As a coastal community, Morro Bay juggles complementary and competing goals of economic stability, ecological sustainability and cultural integrity. I believe my experience as someone

raised on the Central Coast with a passion for city planning, economic development and environmental resilience gives me a balanced insight into these issues.

# Asia King

Morro Bay, CA

## PERSONAL PROFILE

Economic Development Specialist with an in-depth understanding of resiliency and community planning. Subject matter expert in Federal and State planning programs and regulations. Energized by engaging with a variety of stakeholders and community members for equitable and sustainable place making.

## RELEVANT EXPERIENCE

### ECONOMIC DEVELOPMENT ADMINISTRATION, DEPARTMENT OF COMMERCE

Economic Development Representative July 2020 – Present

- Currently serving with EDA Headquarters on the Build Back Better Regional Challenge, assisting in industry clustered economic development projects between \$25-\$65 million.
- Represent Central California counties to EDA, providing technical assistance and strategic guidance for jurisdictions developing their economic development strategies, investment proposals and grant applications.
- Review and approve Comprehensive Economic Development Strategies (CEDS) documents for federal recognition.
- Partner across federal agencies to implement infrastructure projects focused on job creation, environmental sustainability and disaster resilience.

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Community Planner, Risk Analyst March 2019 – June 2020

- Project managed FEMA's flood hazard mapping and planning program, RiskMAP, working with governments across N. CA and NV. Provided technical assistance and strategic guidance for jurisdictions and tribes applying for FEMA's Hazard Mitigation grant programs.
- Conducted planning charrettes, public meetings, town halls and stakeholder engagements for flood plain mapping and National Flood Insurance programming in at-risk communities.
- Created the Knowledge Lab, a multimedia communications initiative for risk reduction. Produced a multi-hazard, structural retrofit program development guide for community officials.

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Hazard Mitigation Planner March 2018 – February 2019

- Reviewed and approved local, multi-jurisdictional, state and tribal hazard mitigation plans for jurisdictions in California, Nevada, Hawaii and Arizona; provided technical assistance throughout the planning process.
- Conducted training seminars and webinars on writing and implementing hazard mitigation plans for federal approval and grant eligibility. Assisted communities in the integration of federal planning requirements across general plans, for LHMPs, Climate Adaptation Plans, and EPA Vulnerability Assessments.
- Deployed to federally declared disaster sites as an emergency management specialist, assisting in recovery planning and survivor intake and assistance

# Asia King

Morro Bay, CA

## THE FEDERAL RESERVE BANK OF PHILADELPHIA

Community Development Studies and Education Intern

Sept. 2016 – June 2017

- Conducted community-based research exploring the effectiveness of a college access program in the city of Camden, New Jersey. Wrote white paper published through in the Federal Reserve Bank's Special Series Reports.

## REINVESTMENT FUND

Policy Solutions Intern

June 2016 – Aug. 2016

- Conducted policy and program analysis for a CDFI serving low-income communities in PA. Collected and analyzed data for a study examining community development strategies of anchor institutions commissioned by the Institute of Library and Museum Services.
- Reviewed and provided feedback for area and specific planning documents submitted to the Wells Fargo Regional Foundation's Neighborhood Planning Grants program.

## CENTER FOR URBAN RESEARCH AND EDUCATION Camden, NJ

Community Development Research Assistant

Sept. 2015 – Sept.2016

- Designed and executed a program evaluation of the youth workforce organization HopeWorks 'N Camden.
- Wrote and published a report detailing findings and recommendations. Presented findings to organization leadership to be used for fundraising and communications.

## EDUCATION

### RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

EDWARD J. BLOUSTEIN SCHOOL OF PLANNING AND PUBLIC POLICY New Brunswick, NJ

Master of City and Regional Planning, May 2017

Relevant Coursework: Planning Methods, GIS, Community Economic Development, Redevelopment Planning

### UNIVERSITY OF WASHINGTON Seattle, WA

Bachelor of Arts, Geography and Environmental Studies, June 2013

## PUBLICATIONS

King, Asia and Eileen Divringi (2017). "Navigating the First Semester: How Students Get to and Get by in College". Beyond the Numbers, Special Series. The Federal Reserve Bank of Philadelphia. <https://www.philadelphiafed.org/community-development/publications/special-reports/college-access-and-student-success>.

King, Asia & Natasha O. Fletcher (2017). "The Efficacy of a Trauma-Informed Methodology for Hopeworks 'N Camden, New Jersey". Shelterforce Magazine. Summer 2017.

King, Asia & Natasha O. Fletcher (2016). "The Efficacy of a Trauma-Informed Methodology for Hopeworks 'N Camden, New Jersey". Center for Urban Research and Education. <https://cure.camden.rutgers.edu/research/hopeworks/>.

# Asia King

Morro Bay, CA

King (Harrell), Asia (2013). "Neither Here Nor There: Refugee Vulnerability and Humanitarian Aid on the Thai-Burmese Border". Plenum Journal. Issue 2, 2012-2013.

<http://students.washington.edu/plenum/neither-here-nor-there/>.

## TECHNICAL EXPERIENCE

Technical: ESRI Suite: ArcGIS PRO, ArcMAP Desktop, ArcGIS Online, Story Map; STATA, SPSS, NVivo, MaxQDA, Microsoft Suite: Word, Excel, Power Point, Outlook

Training: Cooperating Technical Partners Course, G318 Hazard Mitigation Planning Course, HAZUS course, Project Management for Non-Project Managers Course



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

RECEIVED  
City of Morro Bay

NOV 16 2022

City Clerk

### Contact Information

Full Name ERIC MEYER	Home Phone NONE
Street Address [REDACTED]	Cell Phone [REDACTED]
Mailing Address (if different than above)	Work Phone —
City, State, Zip Code MORRO BAY, CA 93442	Email Address [REDACTED]

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

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

### Advisory Body Information

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

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

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

**Employment Information**

Present or Last Employer RETIRED - SIMPLE SHOES	Position or Occupation CEO
Employer Address	How Many Years I FOUNDED THE COMPANY & SOLD IT 6 YEARS LATER
City, State, Zip Code www.simpleshoes.com	

**Education and Training**

Institution Name, City and State	Major, Degree or Area of Study
CUESTA, SLO, CA	AA GENERAL ED
CAL POLY, SLO, CA	BS GRAPHIC DESIGN

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

PLANNING COMMISSIONER, CITY OF SAN LUIS OBISPO 2008-2013  
 I CHAIRED THE CITY'S LUCE. (LAND USE & CIRCULATION ELEMENT) UPDATE  
 I ALSO PARTICIPATED IN THE CREATION OF THE BICYCLE PLAN & THE CLIMATE ACTION PLAN  
 PLANNING COMMISSIONER, COUNTY OF SAN LUIS OBISPO 2013-2016  
 THE LATEST ISSUE WE DELIBERATED WAS THE DELIVERY OF OIL BY TRAIN TO THE REFINERY IN MIDOMO. AFTER EXTENSIVE INPUT (ZIP CODE LETTERS) WE DENIED THE APPLICATION

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

I AM ONE OF THE FOUNDERS OF THE CAL POLY CENTER FOR INNOVATION & ENTREPRENEURSHIP.  
 I HAVE BEEN A BOARD MEMBER FOR THE SLO HISTORY CENTER & THE SAN LUIS OBISPO BICYCLE COALITION (AKA BIKE SLO COUNTY). I HAVE HAD ACTIVE PARTICIPATION IN ~~THE~~ DEVELOPING THE COUNTY'S "WORKFORCE HOUSING GUIDELINES". I HAVE WON MANY AWARDS FOR HISTORICAL PRESERVATION IN SAN LUIS OBISPO. I HAVE RESTORED (OR BUILT NEW) OVER 15 HOMES & COMMERCIAL PROPERTIES. I HAVE BEEN A MEMBER OF MANY SLOCCG COMMITTEES

3. Why are you interested in serving on this advisory board, commission, or committee?

I'M INTERESTED IN HELPING THE RESIDENTS OF MORRO BAY ACHIEVE THE TRACKY BALANCE BETWEEN PRESERVATION & PROGRESS. WE NEED TO MOVE FORWARD - BUT ALSO MAINTAIN A LINK TO OUR HISTORIC PAST. I HAVE NO ONE SPECIFIC REASON FOR APPLYING... I JUST FEEL I AM GOOD AT ACHIEVING BALANCED RESULTS.

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

[Redacted Signature]

(Signature)

1/14/22

(Date)

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# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> McKenzie Anne Taffe	<b>Home Phone</b>
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay CA, 93442	<b>Email Address</b> [REDACTED]

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

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

## Advisory Body Information

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

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

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

### Employment Information

<b>Present or Last Employer</b> City of Atascadero	<b>Position or Occupation</b> Planning Intern
<b>Employer Address</b> 9500 Palma Avenue	<b>How Many Years</b> 1
<b>City, State, Zip Code</b> Atascadero, CA, 93422	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Cal Poly San Luis Obispo, CA	Master of Public Policy, CRP Concentration
Cal Poly San Luis Obispo, CA	Political Science, Pre-Law

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

I have not previously served on an advisory body.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

I am a graduate student at Cal Poly studying public policy with a focus on City and Regional Planning. I am currently interning with the City of Atascadero Community Development Department and the City of San Luis Obispo Administration Department. I have done planning work in academia and in practice.

3. Why are you interested in serving on this advisory board, commission, or committee?

I have a vested interest in making Morro Bay a more hospitable place for people to live, work, and play. I am concerned about sustainable, long-term development in our city. I believe in a balance between development and conservation, and I am excited about the innovative projects that I see in other California cities. I believe that a city can be planned to create a better quality of life for all of our community members.

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

*Mark T. Tolp*  
[Redacted Signature]

(Signature)

9/29/2022

(Date)

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# McKenzie Taffe

Morro Bay, California, United States



[Redacted email address]



[linkedin.com/in/taffe](https://www.linkedin.com/in/taffe)

## Summary

I am currently a Senior at California Polytechnic State University in San Luis Obispo. I am beginning the final year of my blended program, graduating in June of 2023 with my Bachelor of Political Science and Master of Public Policy. I am concentrating in City and Regional Planning, and am pursuing a career in land use law and policy. In my spare time, I enjoy surfing, traveling, and walking everywhere with my dog, Bailey.

## Experience



### Multimedia Content Intern

City of San Luis Obispo

May 2022 - Present (5 months +)

As an intern in the Communications Department, I create engaging social media and website content to keep community members informed of City ordinances, events, and projects. I translate lengthy City Council meetings into layman's terms and publish to the City website and social media channels. Accomplishments include increasing post engagement and viewership across City social media channels.



### Community Development Intern

City of Atascadero

Apr 2022 - Present (6 months +)

Public planning experience including plan checks, answering questions about municipal code and zoning regulations, and completing records requests. Projects included research on new SB9/ADU laws, economic development grants, and assisting Planning staff with reports.



### Concierge

PRG Hospitality Group

Nov 2020 - Apr 2022 (1 year 6 months)

Front desk experience in the hospitality industry at multiple properties of a boutique hotel chain. My responsibilities included corresponding with managers, Spanish translation, and problem solving independently in a fast-paced environment.



### Congressional Intern

U.S. House of Representatives

Sep 2021 - Jan 2022 (5 months)

As a Congressional intern, I managed daily constituent correspondence, assisted federal agency caseworkers, and performed legislative research. Special projects included research on airport noise abatement programs and rural broadband infrastructure.



## **Alumni Ambassador for Paideia, Cal Poly Political Science Department's Academic Journal**

California Polytechnic State University-San Luis Obispo  
Sep 2020 - Jun 2021 (10 months)



## **Events and Outreach Intern at Cal Poly Safer**

California Polytechnic State University-San Luis Obispo  
Sep 2020 - May 2021 (9 months)

As a Safer student intern, I created educational material for the prevention of gender-and-power based violence, researched laws and policies related to this field, attended a Safer leadership training, and collaborated with campus groups.



## **Customer Service**

Tucker's Ice Cream

Feb 2019 - Aug 2019 (7 months)

Gained experience in customer service, teamwork, and time management skills as a full-time student. Promoted from busser after 1 month of employment.



## **Campaign Intern**

Libby Schaaf for Oakland Mayor

Sep 2018 - Nov 2018 (3 months)

As a Campaign Operations intern, I performed field organizing and research including face-to-face and phone conversations with potential voters and volunteers, set up fundraising parties and volunteer activities, and collected data from potential voters to input into campaign software.



## **Featured Blogger**

CIEE Council on International Educational Exchange

Jun 2018 - Aug 2018 (3 months)

Wrote and posted cultural reflections from an Arabic study abroad program in Morocco on the CIEE website. Crafted a montage video used for advertising.

## **Education**



### **California Polytechnic State University-San Luis Obispo**

Blended Bachelor's Degree and Master's, Political Science; Public Policy  
2019 - 2023



### **Bishop O'Dowd High School**

2015 - 2019

## **Skills**

Blogger • Customer Service • Public Speaking • Microsoft Excel • Leadership • Microsoft Word • Social Media • iMovie • Writing • Campaigns



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> Toni Jean Woody	<b>Home Phone</b> [REDACTED]
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b> Same	<b>Work Phone</b> [REDACTED]
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

Do you live within the Morro Bay City Limits?

Yes

No

Are you registered to vote in the City of Morro Bay?

Yes

No

## Advisory Body Information

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

- Citizens Oversight and Citizens Finance Advisory Committee\*
- Harbor Advisory Board
  - Marine-Oriented Business
  - Waterfront Leaseholder
  - Recreational Boating
  - Member-at-Large
  - South Bay/Los Osos Representative
  - Morro Bay Commercial Fisherman’s Association (MBCFO)
  - Alternate Member to MBCFO
- Planning Commission\*
- Public Works Advisory Board\*
- Recreation & Parks Commission
- Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> Self Employed Contractor/Arch Designer	<b>Position or Occupation</b> Contractor/Architectural Designer
<b>Employer Address</b> 584 Monterey Ave	<b>How Many Years</b> 41
<b>City, State, Zip Code</b> Morro Bay, CA 93442	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Fresno City College	Architecture
Morro Bay High School	Class of 1963

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

None.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

I have built a very successful career in construction and design for over 40 years in the western United States and overseas. My first hand professional experience in the design, planning, financing, and execution of both residential and commercial projects has given me the first hand knowledge of how the development process works, including the application of all building, fire, safety, electrical, plumbing, and all other building requirements.

3. Why are you interested in serving on this advisory board, commission, or committee?

While others talk about the history of Morro Bay, I have lived it. My family (the Pierce family) was instrumental in building this community. I watched the PG&E stacks go in and have watched this community evolve for the last 75 years. Also, as a certified Salinan indian woman, I am one of the very few who can bring not only a professional understanding to the planning process on day one to this commission, but I can also bring a much needed cultural understanding to our planning process that has been clearly missing in our public discussions.

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

  
\_\_\_\_\_  
(Signature)

December 30, 2022  
\_\_\_\_\_  
(Date)

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

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**PROFESSIONAL SUMMARY**

As a licensed contractor in California for over 25 years, and as a drafting designer with over 40 years of experience, I have a unique set of administrative and technical skills to coordinate the most complex of construction projects from commercial to residential.

**PROFESSIONAL EXPERIENCE**

**Sept 2004 – Present**    **T Woody Construction**  
**Owner**  
**CSLB License 846841 “B”**  
**Morro Bay, California**

**Experience and Responsibilities:**

- Construction
- Construction management residential, commercial, and multi-family construction
- Architectural design of commercial, governmental, and private sector projects
- Subcontracting for large scale projects for the U.S. Department of Defense, U.S. Fish and Wildlife, and the U.S. Air Force
- Best practices quality control management
- Bid preparation
- Cost estimates
- Document management and control
- Bid securing, hiring, and supervision

**Jun 1996 – Sep 2004**    **Woody & Associates, Inc**  
**President**  
**CSLB License 647749 “B”**  
**Fresno, California**

**Experience and Responsibilities:**

- Construction
- Construction management residential, commercial, and multi-family construction
- Architectural design of commercial, governmental, and private sector projects
- Bid preparation
- Cost estimates
- Document management and control
- Bid securing, hiring, and supervision

**Feb 1987 – Jun 1996**    **Oakley & Oakley Corporation**  
**Senior Designer, Lead Construction Manager**  
**Antioch, California**

██████████  
Phone/Text

██████████, Morro Bay, California 93442  
Address

██████████  
Email

**Experience and Responsibilities:**

- Project planning
- Construction management residential, commercial, and multi-family construction
- Architectural design of commercial and private sector projects.
- Bid preparation
- Cost estimates
- Document management and control
- Bid securing, hiring, document preparation, and supervision

Jan 1992 – Sep 1997 **Klare Yavasile, P.E.**  
**Lead Designer**  
**Clovis, California**

**Experience and Responsibilities:**

- Project planning
- Construction management residential construction
- Surveying
- Road design
- Architectural design of commercial and private sector projects.
- Bid preparation
- Cost estimates
- Document management and control
- Bid securing, hiring, document preparation, and supervision

**EDUCATION**

Sep 1959 – May 1963 **Morro Bay High School**  
**Morro Bay, California**

Sep 1971 – Jun 1975 **Fresno City College**  
**Fresno, California**

**Areas of Study:**

- Architectural Design
- Construction Management
- Construction Accounting

**PROFESSIONAL CERTIFICATIONS**

**Professional Contractor**  
**California License 996447 “A” & “B” Classifications**  
**California State Licensing Board**

**Presently Qualified to take and am studying for the**  
**California Architect Registration Exam**

██████████  
 Phone/Text

██████████, Morro Bay, California 93442  
 Address

██████████  
 Email

# **CITIZENS OVERSIGHT / FINANCE ADVISORY COMMITTEE (CFAC)**

**Two (2) vacancies for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027)**

**One (1) vacancy for the remainder of a term ending Jan. 31, 2026**

## **Applicants:**

- 1. Jean Johnson**
- 2. Stephen Peck**

**Note: Two applications were received to fill three (3) vacancies. The Clerk's office will continue to accept applications to fill the remaining vacancy.**



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> Jean Johnson	<b>Home Phone</b> [REDACTED]
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay CA 93442	<b>Email Address</b> [REDACTED]

Do you live within the Morro Bay City Limits?

 Yes No

Are you registered to vote in the City of Morro Bay?

 Yes No

## Advisory Body Information

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

Citizens Oversight and Citizens Finance Advisory Committee\*

Harbor Advisory Board

Marine-Oriented Business

Waterfront Leaseholder

Recreational Boating

Member-at-Large

South Bay/Los Osos Representative

Morro Bay Commercial Fisherman's Association (MBCFO)

Alternate Member to MBCFO

Planning Commission\*

Public Works Advisory Board\*

Recreation & Parks Commission

Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> Vote Hemp	<b>Position or Occupation</b> Director, California Outreach
<b>Employer Address</b> P O Box 1571	<b>How Many Years</b> 2.5; 2018–2020
<b>City, State, Zip Code</b> Brattleboro, Vermont, 05301	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Tufts University, Fletcher School; Medford MA	M. A. L. D., International Business
Duke University; Durham NC	A. B., Comparative Area Studies

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

Steering committee member of Slow Money, SLO Chapter (2014–17)  
– provided strategic guidance & funding to local food-oriented businesses  
VP, Development, California Hemp Alliance 501c3(2015–17)  
– did fundraising and promoted state research projects  
Program Director Morro Bay Eco-Rotary (2014–17)  
– identified and managed local speakers on topics related to sustainability

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

I spent 20 years in international sales and marketing in the telecommunications industry. My roles included profit and loss responsibilities for multi-million dollar projects; creating partnerships and business cases for joint ventures and affiliate operations; and management of large, cross-disciplinary teams. I have a well-developed finance skills and a good knowledge of local and global economics based on both broad work experience, as well as academic coursework in finance and economics.

3. Why are you interested in serving on this advisory board, commission, or committee?

As a 10-year resident of Morro Bay, I am committed to the quality of life and capable governance of this special city. Sustainable and prudent financial policies are key to ensuring this for the future. I would like to contribute to my home by utilizing my business, financial and economic skills.

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



(Signature)

Dec. 30, 2022

(Date)

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

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

Jean Johnson

Morro Bay, CA 93442

**EXPERIENCE:**

**Vote Hemp**, Brattleboro, VT

2018 - 2020

*Director, California Outreach*

Led dialogue with California county and state authorities shaping hemp regulations for top US hemp advocacy group. Initiated and wrote report on CA state and county hemp industry and regulations; educated growers at agricultural expos, trade shows, farmer meetings and cooperatives. Spoke and wrote articles on policy and industry trends.

**Versatile Green**, Morro Bay, CA

2017 -

2021

*Founder, Hemp business and policy consulting firm*

For innovative hemp testing company, developed marketing, product, sales, and partnership strategy including pricing strategy; sales funnel development; marketing and investor materials; and partnership identification and management. For online hemp marketplace, wrote site content; developed leads database.

**California Hemp Alliance and Foundation**, Rolling Hills, CA

2015 - 2017

*Vice President, Development; Board Member*

Co-founded and led fundraising efforts for 501(c)3 group formed to promote California hemp industry research. Initiated dialogues with researchers at state universities. Developed donor pitch and website content.

**Wireless Industry Consultant – International Wireless**, Seattle WA

2002 - 2008

- Developed Latin America entry strategy for mobile streaming, 3D avatar and content company, growing revenues to \$520K/year from zero. Provided market and competitor assessments and finalized partnership & operator agreements.
- Signed contracts with regional content providers in Brazil, Mexico, and Venezuela to develop portfolio of Hispanic-oriented content for distribution into US mobile aggregators, MVNOs and wireless operators.
- Negotiated contract & managed relationship and internal project team for partnership with major US media company to provide off-deck and carrier-distributed mobile video cards and multimedia content applications.

**Hutchison Whampoa Americas**, Seattle WA

2000 – 2001

*Vice President, Americas*

Evaluated partner companies for global wireless portfolio & reviewed 100+ companies for investment or vendor relationships in location services, streaming, unified messaging, speech coding, network enhancement and mobile payments. Developed internal assessment process and concluded in-depth due diligence on diverse companies.

**Lucent Technologies/AT&T**, NJ and Seattle WA

1988 – 2000

*Director, Business Development; Sales Director; Business Development Mgr.; Market Planner*

- Originated West Coast Internet content and applications strategy by initiating and managing partnerships with Yahoo, Microsoft, Infospace, and IBM for joint API development with presence, location, and unified messaging platforms.
- Pioneered business development and sales role with company's first global wireless account, AT&T Wireless. Managed cross-company teams for RFQ responses, including pricing, financing, technical support and point-by-point responses.
- Achieved network sales of \$200M leading network sales in Brazil, Argentina & DR. Managed product, technical and in-country sales resources; prepared business case for CEO approval of investment stake in Argentina mobile consortium.
- Created internal process for international market opportunity analysis. Developed regional addressable market & competitor database. Identified & assessed partnerships and prepared business cases in Brazil for fiber optics, microwave and operations systems businesses.

**OTHER EXPERIENCE** – *Member, Hemp Industries Association, HIA (2015-present), Program Head – EcoRotary (2014–2017); Steering Committee – Slow Money SLO (2013-2017); Outreach Director – Eastlake Community Garden (2009-2011)*

**EDUCATION** - *M.A.L.D, Fletcher School, Tufts University in Intl. Business; A.B., Duke Univ. in Comparative Area Studies*

**LANGUAGES** - *Fluent in Spanish; highly proficient in Portuguese*

December 5, 2022

Morro Bay City Council  
695 Harbor  
Morro Bay, CA 93442

VIA: Office of the City Clerk, City Hall, 595 Harbor Street, Morro Bay, CA 93442  
cityclerk@morrobayca.gov

Re: Application for Vacancy on the Citizens Finance Advisory Committee

Thank you for the opportunity to apply for a position on the Citizens Finance Advisory Committee (CFAC). As you may know, my experience in the community has been primarily as the Co-Chair of the Morro Bay Chamber's Governmental Affairs Committee (GAC) where I have become familiar with the city's fiscal issues, and worked with others to craft recommended strategies for City fiscal solvency, and local economic and business development. My related experience outside of the community includes over 45 years of work in the areas of economic development, housing and planning. I considered how I could best apply that experience and considered the Harbor Advisory Board, Public Works Advisory Board and Planning Commission as possibilities. However, figuring out a sustainable fiscal operating, capital improvement, and infrastructure maintenance model, is the cornerstone of success for those other areas and the CFAC is best positioned to help the City Council with that. In re-applying to the CFAC I hope the CFAC's role can be considered broader than just compliance reporting for Measures Q and E so that these problems can be addressed with robust citizen and volunteer involvement.

After COVID, the city is faced with ensuring long term fiscal sustainability for the General Fund and for key enterprise funds (such as the Harbor, Water and Sewer). Oversight of the use of Measure Q and Measure E funds is an essential function of the CFAC, and a long term view of the use of those funds is warranted. In addition, there are longer-term structural fiscal issues that need to be addressed so that the City can diversify its economy while capitalizing on its unique tourism assets, and the CFAC will certainly be the principal citizens committee venue for developing solutions.

Letters of reference can be provided, if desired.

Sincerely,

  
Stephen J. Peck, AICP

Attached: Application  
Resume



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> Stephen Peck	<b>Home Phone</b> (██████████)
<b>Street Address</b> ██████████	<b>Cell Phone</b> (██████████)
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> ██████████

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

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

## Advisory Body Information

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

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

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

### Employment Information

<b>Present or Last Employer</b> Peck Planning and Development	<b>Position or Occupation</b> President
<b>Employer Address</b> 2455 Greenwood Avenue	<b>How Many Years</b> 17
<b>City, State, Zip Code</b> Morro Bay, CA 93442	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
California State University, Fresno	BA, Economics
University of Colorado, Boulder	MA, Economics
California State University, Fresno	MCRP, City and Regional Planning

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

I am current member of the CFAC. My experience also includes leadership positions with the SLO County EVC, regional economic development organizations, professional practice groups (APA), and Chambers for Commerce in Visalia, San Luis Obispo, and Morro Bay. See attached.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

As a department head for the City of Visalia for seven years, I was responsible for the Advance Planning, Specific Projects, Redevelopment, Housing and CDBG programs. Managed a staff of 15 and total enterprise budgets of \$5,000,000. I have experience as a Budget Analyst for the City of Fresno. Added quals on resume

3. Why are you interested in serving on this advisory board, commission, or committee?

There are many interesting challenges in Morro Bay, including planning and development, Harbor Department, Housing and Economic Development. However, short- and long-term fiscal sustainability and solvency, strategic infrastructure investments. CFAC should be a key player in those issues.

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



(Signature)

December 5, 2022

(Date)

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

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# Peck Planning and Development, LLC

## Stephen J. Peck, AICP President



### CURRENT PROJECT EXPERIENCE

Mr. Peck serves public and private clients to fulfill their planning, economics and land development needs. He has experience in all aspects of feasibility assessment, design, entitlement, and construction project management. Current projects include a 140-acre residential master plan in San Luis Obispo, a downtown mixed use project in San Luis Obispo, and Plaza Business Park, a 35-acre mixed use development, Willow Creek Shopping Center, and the Main Street Promenade, a 61,000 SF mixed use project in downtown Visalia.

Mr. Peck is active in the community with ongoing memberships and leadership positions in the Visalia Chamber of Commerce, Tulare County Economic Development Corporation, Downtown Visalia PBID, and Visalia Economic Development Corporation.

Mr. Peck has experience in land use economics, fiscal impact analysis, demographics, and statistical and quantitative methods of analysis for community planning and development. As a Lecturer at the Fresno State, he taught course in quantitative analysis for transportation planning and community development.

Mr. Peck started with Quad Consultants in 1978 as an Associate Planner and progressed to the position of Senior Planner in 1986. Thereafter he served for seven years with the City of Visalia as its Advance Planning Manager and Redevelopment Director, where he was responsible for the Visalia's "2020 Plan", numerous master plans, housing projects, and redevelopment projects. Upon rejoining Quad Consultants (later to become Quad Knopf) in 1992, Mr. Peck was that firm's Director of Planning, Environmental and Biology practice from 1992 to 2006.

Mr. Peck formed Peck Planning and Development in 2006 to provide more direct development related services to public and private clients in the areas of economic and financial feasibility, strategic planning, entitlement, and project management.

### AREAS OF EXPERTISE

- ◆ CEQA/NEPA Compliance
- ◆ Economic Analysis and Feasibility Studies
- ◆ Statistical Research
- ◆ General Plans
- ◆ Specific Plans
- ◆ Housing Studies
- ◆ Redevelopment Plans
- ◆ Land Use Planning

### EDUCATION

- ◆ Master City and Regional Planning, 1980, California State University Fresno
- ◆ MA, Economics, 1976, University of Colorado
- ◆ BA, Economics, 1973, California State University Fresno

### EXPERIENCE

- Lecturer, Econ Statistics 1974-76
- Budget Analyst, City of Fresno, 1976-78
- Sr Planner, Quad Consultants, 1978-86

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# Peck Planning and Development, LLC

Asst Community Development Director, City of Visalia 1986-93

Principal Planner, Quad Consultants, 1992-2002

Chairman, Quad Consultants, 2002-2007

Vice President, Mangano Co. 2007-Present

President, Peck Planning and Development 2006-Present

## REGISTRATIONS / CERTIFICATIONS

- ◆ Certified Planner, American Institute of Certified Planners (AICP)

## PROFESSIONAL ORGANIZATIONS

- ◆ American Planning Association (APA)
- ◆ American Institute of Certified Planners (AICP)
- ◆ California Redevelopment Association (CRA)
- ◆ National Community Development Association
- ◆ Urban Land Institute
- ◆ California Association for Local Economic Development
- ◆ Chairman, Tulare County Economic Development Corporation
- ◆ International Council of Shopping Centers
- ◆ Visalia Chamber of Commerce Board of Directors
- ◆ Vice Chair, Governmental Affairs, Visalia Chamber of Commerce
- ◆ Downtown Visalia PBID Board
- ◆ Visalia Economic Development Corporation

## PREVIOUS PROJECT EXPERIENCE

With previous employers, Mr. Peck has been responsible for a wide range of development projects including the Visalia Land Use Element (“2020 Plan”), redevelopment plans and projects for East Visalia, Central Visalia, and Mooney Blvd; administration of Visalia’s housing programs, and numerous specific and master plans.

With Quad Consultants from 1978 to 1986, and from 1993 to 2007, Mr. Peck was a Senior Planner, Executive Vice President, and Principal Planner in charge of the company’s Planning operations, and Chairman of the Board. Selected project experience while with Quad included the following:

### *Economics*

**Financial and Economic Analysis** — Mr. Peck provides economic and financial consulting services to municipal, redevelopment agency, school district and other public and private sector clientele. He also assists cities and counties in the evaluation of the fiscal and economic consequences of various general plan alternatives. He prepares labor market analyses, financial feasibility studies, economic development studies, redevelopment feasibility studies and tax projections, and development agreements. Mr. Peck has prepared studies, reviewed alternatives and recommended implementation for clients’ projects based on financial and economic analysis.

Mr. Peck provides economic and financial consulting services to municipal, redevelopment agency, school district and other public and private sector clientele. He also assists cities and counties in the evaluation of the fiscal and economic consequences of various general plan alternatives. He also prepares labor market analyses, financial feasibility studies, economic development studies, redevelopment feasibility studies and tax projections, and development agreements. Mr. Peck has prepared studies, reviewed alternatives and recommended implementation for clients’ projects based on financial and economic analysis.

During his tenure with the City of Visalia as Assistant Community Development Director, Mr. Peck was responsible for all aspects of the City of Visalia’s Redevelopment and Housing programs, including project area formation, plan development, program implementation,

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## Peck Planning and Development, LLC

and financial management for the City's four redevelopment project areas. These areas comprise approximately 2,500 acres and include a regional retail commercial area, housing conservation, downtown office and retail development, and mixed-use service commercial and retail area. He was also responsible for all of the City's housing programs including CDBG, Rental rehabilitation, HOME, BEGIN, and redevelopment housing set-aside programs. During his tenure there, programs were revitalized and productivity increased.

### ***Redevelopment***

**Redevelopment Plan — Kingsburg, CA.** *Principal-in-Charge.* This project involved the development of an amendment and update to the Kingsburg Redevelopment Plan, to enable significant expansion of the original Project Area.

**Redevelopment Financial Analysis and Plan Amendments — Selma, CA.** *Principal-in-Charge.* This project involved the preparation of a financial analysis to determine historical tax increment growth, status of assets and liabilities and potential growth in each of the Agency's two project areas.

**Merced Gateways Redevelopment Plan and Amendments and Environmental Impact Reports, City of Merced-** Mr. Peck served as Principal in Charge Quad Knopf for these projects that included the completion of the original plan and two amendments to the City's gateway redevelopment plan and EIR. The most recent amendment included city and unincorporated land that involved an agreement between jurisdictions and county designating City/Agency authorized to conduct redevelopment programs/projects in the adjacent county area.

# HARBOR ADVISORY BOARD

## Waterfront Leaseholder Representative

(1 vacancy for a new 4-year term (Feb. 1, 2023 - Jan. 31, 2027))

### Applicant:

1. Cherise Hansson

## Recreational Boating Representative

(1 vacancy for a new 4-year term (Feb. 1, 2023 – Jan. 31, 2027))

### Applicants:

1. Don Holmes
2. Cal Meyers

**Note: The City Clerk's office will *continue to recruit for one unfilled vacancy to serve as an Alternate Member to the Morro Bay Commercial Fishermen's Organization for the remainder of a term ending January 31, 2025***



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

RECEIVED  
City of Morro Bay

NOV 29 2022

Administration

### Contact Information

Full Name <i>Cherise Hansson</i>	Home Phone [REDACTED]
Street Address [REDACTED]	Cell Phone <i>same</i>
Mailing Address (if different than above) _____	Work Phone <i>same</i>
City, State, Zip Code <i>Morro Bay CA 93442</i>	Email Address [REDACTED]

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

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

### Advisory Body Information

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

*Harbor Advisory*

Citizens Oversight and Citizens Finance Advisory Committee\*

Harbor Advisory Board

Marine-Oriented Business

Waterfront Leaseholder

Recreational Boating

Member-at-Large

South Bay/Los Osos Representative

Morro Bay Commercial Fisherman's Association (MBCFO)

Alternate Member to MBCFO

Planning Commission\*

Public Works Advisory Board\*

Recreation & Parks Commission

Tourism Business Improvement District Advisory Board

Hotelier (Member-at-Large)

Hotelier (No. of rooms \_\_\_\_\_)

Vacation Rental Representative

Community Member-at-Large\*

Visit SLO County (VSLOC) Board of Directors - County and Regional Board

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

**Employment Information**

<b>Present or Last Employer</b> Under the Sea Gallery	<b>Position or Occupation</b> owner
<b>Employer Address</b> 833 Embarcadero Rd,	<b>How Many Years</b> 23
<b>City, State, Zip Code</b> Morro Bay CA 93442	

**Education and Training**

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Humboldt State Arcata CA <del>95521</del>	Zoology/Marine Biology/Environmental Ethics
Cal Poly, SLO, CA	teaching credential - science K-12
Carlmont, <sup>High</sup> Belmont, CA	

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

HAB - 2017-2022 Chair 2021/2022

- Lease Policy, outreach, increased revenue, master lease holder relationship, Harbor staff correspondence, parking management, grant research, marketing

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

As a manager of employees, budget, marketing and maintenance my ability as a advisory board member allows me to be a contributing productive part of the board. I have 3 younger boys who are growing up in Morro Bay and I want to be a positive framer of the city they

3. Why are you interested in serving on this advisory board, commission, or committee?

During my time on the HAB we have begun a few goals that <sup>hopefully will</sup> inherit. still need leadership & knowledge - I would like to follow them through. Also I would like to be an integral part of the upcoming update of the water-front master plan. - The Harbor Director is retiring and I would like to aid in the succession process and dept restructuring.

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



11/28/2022

(Date)

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# CITY OF MORRO BAY ADVISORY BODY APPLICATION

DEC 12 2022

City Clerk

### Contact Information

<b>Full Name</b> Don Holmes	<b>Home Phone</b>
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay CA 93442	<b>Email Address</b> [REDACTED]

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

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

### Advisory Body Information

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

Citizens Oversight and Citizens Finance Advisory Committee\*

Harbor Advisory Board

Marine-Oriented Business

Waterfront Leaseholder

Recreational Boating

Member-at-Large

South Bay/Los Osos Representative

Morro Bay Commercial Fisherman's Association (MBCFO)

Alternate Member to MBCFO

Planning Commission\*

Public Works Advisory Board\*

Recreation & Parks Commission

Tourism Business Improvement District Advisory Board

Hotelier (Member-at-Large)

Hotelier (No. of rooms \_\_\_\_\_)

Vacation Rental Representative

Community Member-at-Large\*

Visit SLO County (VSLOC) Board of Directors - County and Regional Board

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

**Employment Information**

<b>Present or Last Employer</b> Chicago Bridge and Iron	<b>Position or Occupation</b> Field superintendent
<b>Employer Address</b>	<b>How Many Years</b> 20
<b>City, State, Zip Code</b>	

**Education and Training**

<b>Institution Name, City and State</b> <i>Cuesta College</i>	<b>Major, Degree or Area of Study</b> <i>welding</i>

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?  
no
  
2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?  
47 years of living and boating in Morro Bay
  
3. Why are you interested in serving on this advisory board, commission, or committee?  
I am retired now and have time to serve the community

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

  
\_\_\_\_\_  
(Signature)

12-5-22  
\_\_\_\_\_  
(Date)

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# CITY OF MORRO BAY ADVISORY BODY APPLICATION

### Contact Information

<b>Full Name</b> Cal Myers	<b>Home Phone</b> 
[REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b> 	<b>Work Phone</b> 
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

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

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

### Advisory Body Information

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

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

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

**Employment Information**

<b>Present or Last Employer</b> Sercureworks	<b>Position or Occupation</b> Sr. Program Manager
<b>Employer Address</b>	<b>How Many Years</b> 5
<b>City, State, Zip Code</b> Atlanta, GA	

**Education and Training**

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
UC Irvine, CA	Math, BS

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

Currently on the HAB. Authored position papers on Paid Parking & Marine Services, also participated on the budget Ad-Hoc sub-committee and assisted with finding grants for capital project for the harbor infrastructure maintenance.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

As a project manager for professional services I have developed skills in organizing and communicating to a diverse range of individuals. I excel at bring the team together and moving forward in a organized fashion. Affectionately called "good a herding the cats".

3. Why are you interested in serving on this advisory board, commission, or committee?

I would like to continue with the HAB as it will be impacted with a new city council and Harbor Director. Also with the WRF construction winding down and with the re-purposing of the power plant, it a tremendous opportunity to help shape the crown jewels of Morro Bay, namely the Embarcadero.

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



(Signature)

2-Dec-2023

(Date)

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# **PUBLIC WORKS ADVISORY BOARD (PWAB)**

**One (1) vacancy for a new 4-year term (Feb 1, 2023 - Jan. 31, 2027)**

## **Applicants:**

- 1. Derek Dahlgren**
- 2. Douglas Hill**
- 3. Robert Nava**



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

## Contact Information

<b>Full Name</b> Derek E. Dahlgren	<b>Home Phone</b> N/A
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b> N/A
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

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

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

## Advisory Body Information

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

- Citizens Oversight and Citizens Finance Advisory Committee\*
- Harbor Advisory Board
  - Marine-Oriented Business
  - Waterfront Leaseholder
  - Recreational Boating
  - Member-at-Large
  - South Bay/Los Osos Representative
  - Morro Bay Commercial Fisherman's Association (MBCFO)
  - Alternate Member to MBCFO
- Planning Commission\*
- Public Works Advisory Board\*
- Recreation & Parks Commission
- Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

### Employment Information

<b>Present or Last Employer</b> Phillips 66	<b>Position or Occupation</b> I&E Supervisor / Capital PM
<b>Employer Address</b> 18781 El Camino Real	<b>How Many Years</b> ~ 23 Years
<b>City, State, Zip Code</b> Atascadero CA, 93422	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
Taft College -1981	AA Industrial Education

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

No, I have no public advisory board experience. I do have experience in the large private corporate sector on assigned to manage many capital projects. Most of my previous project assignments before retirement were redistributed to me because of being over scoped, spent and behind schedule by previous project leads. Have an understanding on capital burn rate reports, tight timelines and forced rescoping to meet objectives.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

My previous position project assignments required specifications, estimating, scheduling, forecasting, execution, commissioning and closeout of capital projects. Provided weekly maintenance and capital forecasting to maintain anticipated year end close out projections. Adapted maintenance and project spend rates based on changing market conditions.

3. Why are you interested in serving on this advisory board, commission, or committee?

Morro Bay has moved in the final commissioning phase of the WRF project where Change Orders accumulate quickly to meet deadlines. My background in the industrial energy sector should allow me to provide advise based on previous experiences on current and projected budget burn rates, forecasting and adjustments to budgets based on commissioning efforts. Also, the city has future capital projects that I would like to be a part of the solution.

I have read the Advisory Bodies Handbook regarding the expectations and responsibilities of this Commission/Advisory Board/Committee and, should I be appointed, am able and willing to devote the [redacted] in [redacted] duties.

\_\_\_\_\_  
[redacted] name

**Dec. 29, 2022**

\_\_\_\_\_  
(Date)

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**DEREK E. DAHLGREN**

██████████  
Morro Bay, California 93442  
██████████

Email: ██████████

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**OBJECTIVE**

To seek a challenging opportunity with a high-performing cross-functional team with significant responsibility where achievements is based on self-motivation, experience, knowledge, organizational skills, commitment, and aptitude, achieving outstanding quality of all deliverables.

**SUMMARY OF QUALIFICATIONS**

**Experience:**

Over 40 years of practical, broad-based experience as a driven technical supervisor with exceptional leadership and project management skills. Ability to effectively plan, executes, coordinate, commission and meet deadlines for multiple projects. Committed to executing first class solutions on time and under budget. Continually demonstrated success streamlining operations and upgrading facilities. Experience in project management, construction oversight, process control, automation incorporation and facility design with computer integration as required to expedite construction and implementation of pump stations, tank gauging, metering and sampling systems, engine controls, truck rack loading and unloading control systems, oil and gas production facilities, water treatment, boilers, steam generation and distribution, power cogeneration facilities, and pipeline facilities. Highly dependable, goal oriented, collaborative, self-motivated, team player able to hit the ground running with focus on safety and customer satisfaction.

Background of experience includes:

**Automation, Electrical and Process Control:**

- Developed and managed various facility upgrades such as Power Distribution Centers, Adjustable Speed Drives, Motor Control Centers, control and measurement systems, sampling systems, Operator Interface Terminals, SCADA, area classifications and arc flash studies.
- Designed PLC networks for process control systems.
- Specified hardware, software and operating systems for automation projects.
- Integrated pipeline control systems with third party control systems such as Modicon, Honeywell and Foxboro Distributed Control Systems, Fuels Manager tank gauging management systems and Omni Flow computers.
- Developed software strategies, hardware assimilation, measurement resolutions and software integration solutions utilizing various programs such as RSLogix 5000, 5 and 500, RSview32 and Factory Talk Operator Interface Terminals and Omnicom.
- PLC system network and I/O diagrams.

**Facility Design:**

- Developed and managed in mechanical design and installation of positive displacement and centrifugal pumps, gearboxes, electric and natural gas engine drivers, Automated Custody Transfer units, truck racks, tankage and manifold systems.
- Industrial controls, transmitters, gravimeters and automation equipment.
- Measurement systems, meter proving and FTZ rated sampling systems.
- Piping and Instrumentation Diagrams.
- Plot plans, civil plans, pipe and cable tray supports, and overall equipment layouts.
- Piping isometrics.
- Procurement of various equipment and materials.
- Estimating and scheduling.
- Hazardous area classifications and solutions.
- Conduit and wire schedules.
- Ability to design piping systems for thermal expansion, hydraulic requirements and engineering specifications.

**Project Management Skills:**

- Front End Loading, procurement specifications, estimating, scheduling, forecasting, execution, commissioning and closeout of capital projects.
- Collaboration with third party contract process control system integrators and engineering service companies.
- Implementation and integration of state-of-the-art control system upgrades and new installations at pump stations, water treatment plants, and oil and gas production facilities throughout California.
- Construction of oil pump stations, tank farms, metering systems, truck loading/unloading facilities, vapor recovery units, dehydration, produced water filtration and softening plants, and steam producing facilities throughout California.

**Technical Knowledge:**

**Hardware:**

- Extensive knowledge of Allen-Bradley Control Logix, PLC (PLC V, Compact Logix, etc.), SLC and HMI hardware.
- Extensive knowledge of telecommunications equipment for SCADA and VSAT solutions.
- General Knowledge of third-party Industrial Controls and Automation Products (e.g., Robicon VFDs, Dynalco, Altronics, etc.).
- Extensive knowledge of PLC's

**Applications and Operation Systems:**

- Extensive knowledge RSLogix, Panelview, Factory Talk and RSView programming software.
- Extensive knowledge of Omni flow computer configuration software.
- MS Windows and Apple OS X and IOS.
- Microsoft Office Suite.
- AutoCAD (all releases)
- SAP

**EMPLOYMENT HISTORY**

1997-2019

**Phillips 66 Midstream (Successor to ConocoPhillips and Tosco)**, Santa Margarita, California  
Instrumentation and Electrical (I&E) Supervisor / Capital Project Manager

Executed strategies, hardware assimilation, measurement determinations and software integration solutions utilizing various programs such as RSLogix 5000, 5 and 500, RSview32, Factory Talk, and Omnicom. Managed various facility upgrades such as Power Distribution Centers, Adjustable Speed Drives, Motor Control Centers, control and measurement systems, sampling systems, Operator Interface Terminals, SCADA, and area classification and arc flash studies. Managed and provided technical guidance on mechanical design and installation of positive displacement and centrifugal pumps, gearboxes, electric and natural gas engine drivers, Automated Custody Transfer units, truck racks, tankage and manifold systems. Integrated company control systems with third party control systems, such as Modicon, Honeywell and Foxboro Distributed Control Systems, Fuels Manager tank gauging management systems, and Omni Flow computers. Provided relief coverage for Regional Engineering and Maintenance Superintendents to oversee project assignments, execution, continuity, and standardization. Assigned to collective teams with various support groups within Midstream organization to developed standards for arc flash studies, electrical and mechanical safety policies and recommendations for improve operating efficiencies throughout Western Region. Provided mentoring / training of new graduate engineers, new hire I&E technicians and coordinators.

1996-1997

**TORCH Operating Company (Successor to Unocal Production)**, Bakersfield, California  
Construction Engineering Coordinator

Coordinated and managed production facility construction, and automation and process control design for oil, gas, water treatment, steam generation and power cogeneration projects. Wrote bid specifications, procured materials and supervised construction activities, and engineering and automation integration companies to expedite ongoing

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multiple construction projects for well drilling program. Developed standardization designs, material list, and construction schedule while maintaining coordination of operational and construction activities.

1988-1996  
Self-Employed

**EDS**, Engineering Design Services, Bakersfield, California

Provided consulting services for in-house production facility mechanical design and construction, automation and process control design for oil, gas, water treatment, steam generation and power cogeneration projects. Supervised and managed outside mechanical engineering and automation integration companies providing services to expedite construction projects.

1985-1988

**TEXACO USA** (Successor to Getty Oil Co.), Taft, California  
Engineering Technician

Executed designs for Automated Well Test systems, oil, gas, cogeneration and water treatment facilities. Wrote bid specifications, procured materials, and managed equipment installation and construction activities for multiple oil, gas and water treatment facility projects throughout the San Joaquin Valley area. Worked as team member with facility engineering group on Automated Well Test units, Oil Treating Facilities, Steam Generation, and assisted in coordination and implementation of units with new fields coming on line. Implemented initial cogeneration units for various producing fields.

1981-1985

**GETTY OIL COMPANY**, Oil Recovery Pilot Plant, McKittrick, California  
Engineering Technician

Provided facility, mechanical and automation design services for \$100MM pilot plant for oil extraction from diatomaceous earth. Supervised and coordinated equipment installation, construction and testing of various pilot plant configurations to enhance oil recovery from multiple extraction processes. Worked with third party development teams on reconfiguring equipment and processes for continuous ongoing testing and collecting data throughout 4-year development process.

1979-1981

**MARMAC SYSTEMS ENGINEERING**, Bakersfield, California  
Technician

Worked as Technician on numerous projects for refineries and oil producing companies in San Joaquin Valley. Assisted in developing designs for implementation of desalting unit control valve stations and bypasses, interconnection piping to light ends recovery unit, casing gas collection systems, water treatment, dehydrations plants and heavy oil recycle pumps. Coordinated implementation of new equipment at various oil production and processing facilities. Supported in pre-work activities for turn-arounds at Mohawk and Kern County Refineries.

### **EDUCATION AND ACCREDITATION**

Taft College -1981 (AA Industrial Education)  
A.S.M.E. Section IX, Certified Welder - 1981  
California Community College -1988 (Special Limited Teaching Credential)



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

RECEIVED  
City of Morro Bay

DEC 13 2022

Administration

### Contact Information

<b>Full Name</b> Douglas Hill	<b>Home Phone</b>
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay CA 93442	<b>Email Address</b> [REDACTED]

Do you live within the Morro Bay City Limits?

Yes

No

Are you registered to vote in the City of Morro Bay?

Yes

No

### Advisory Body Information

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

Citizens Oversight and Citizens Finance Advisory Committee\*

Harbor Advisory Board

Marine-Oriented Business

Waterfront Leaseholder

Recreational Boating

Member-at-Large

South Bay/Los Osos Representative

Morro Bay Commercial Fisherman's Association (MBCFO)

Alternate Member to MBCFO

Planning Commission\*

Public Works Advisory Board\*

Recreation & Parks Commission

Tourism Business Improvement District Advisory Board

Hotelier (Member-at-Large)

Hotelier (No. of rooms \_\_\_\_\_)

Vacation Rental Representative

Community Member-at-Large\*

Visit SLO County (VSLOC) Board of Directors - County and Regional Board

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

**Employment Information**

<b>Present or Last Employer</b> retired	<b>Position or Occupation</b>
<b>Employer Address</b>	<b>How Many Years</b>
<b>City, State, Zip Code</b>	

**Education and Training**

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
San Jose State Univ	Biology
Calif.State Contractors Lic (inactive)	

**Qualifications and Interests**

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

- Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?  
I served on the boards of :  
The Los Gatos Lions Club 1985-1987. Various town volunteer projects and fund raisers.  
Plant 51 Home Owners Assn. San Jose 2011-2017. High rise HOA with 265 units and over 500 residents. (projects included soft water system and EV charging stations,
- What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?  
I have been a Project manager for several large scale general contractors (A-1) and have worked on many large and small scale public works projects throughout my career (40 + years) including, parks, highway projects, landscaping projects, water works, golf courses. I have been a RME (responsible managing employee)
- Why are you interested in serving on this advisory board, commission, or committee?  
I am a full time resident and can bring a wealth of personal experience and knowledge to the Board.

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



(Signature)

12/11/22

(Date)

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# CITY OF MORRO BAY ADVISORY BODY APPLICATION

### Contact Information

<b>Full Name</b> Robert Bossi Nava II	<b>Home Phone</b> 
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b> 	<b>Work Phone</b> [REDACTED]
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

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

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

### Advisory Body Information

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

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

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

### Employment Information

<b>Present or Last Employer</b> California Department of Transportation	<b>Position or Occupation</b> Transportation Engineer
<b>Employer Address</b> 50 Higuera Street	<b>How Many Years</b> 21
<b>City, State, Zip Code</b> San Luis Obispo, CA 93401	

### Education and Training

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>
University of California, Irvine	BS, Civil Engineering
California State Professional Engineer Lic. No. C62797	

### Qualifications and Interests

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

Yes, PWAB. Major accomplishments include: oversight of the new wastewater treatment facility construction updates and change order, implementation of a traffic engineering request "triage" plan, exploring the details of the City's "one water plan," exploring concerns and best options for the City's pavement management plans.

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

I've managed large, small and emergency construction projects as a resident engineer for Caltrans. Representing the District Maintenance Engineer, I've negotiated maintenance agreements with cities and counties. Currently, as a Claims and CPM analyst, I am involved in projects from initiation through ending claims.

3. Why are you interested in serving on this advisory board, commission, or committee?

To continue the relationship with the advisory board and the incredible team at the City's Public Works Department. To share my knowledge and experience of public works type projects and help the City keep moving forward in a positive way.

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

  
\_\_\_\_\_  
(Signature)

12/07/2022  
\_\_\_\_\_  
(Date)

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# **RECREATION AND PARKS COMMISSION**

**1 vacancy to fill remainder of a term ending January 31, 2026**

**Applicant:**

**1. June Swall**



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

RECEIVED  
City of Morro Bay

DEC 30 2022

City Clerk

### Contact Information

Full Name <i>June E. Swall</i>	Home Phone [REDACTED]
Street Address [REDACTED]	Cell Phone <i>same</i>
Mailing Address (if different than above)	Work Phone
City, State, Zip Code <i>Morro Bay, CA 93942</i>	Email Address [REDACTED]

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

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

### Advisory Body Information

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

- Citizens Oversight and Citizens Finance Advisory Committee\*
- Harbor Advisory Board
  - Marine-Oriented Business
  - Waterfront Leaseholder
  - Recreational Boating
  - Member-at-Large
  - South Bay/Los Osos Representative
  - Morro Bay Commercial Fisherman's Association (MBCFO)
  - Alternate Member to MBCFO
- Planning Commission\*
- Public Works Advisory Board\*
- Recreation & Parks Commission
- Visit SLO County (VSLOC) Board of Directors – County and Regional Board

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

**Employment Information**

Present or Last Employer <i>Kaweah Delta District Hospital</i>	Position or Occupation <i>Staff Nurse</i>
Employer Address	How Many Years <i>30+</i>
City, State, Zip Code <i>Visalia, CA</i>	

**Education and Training**

Institution Name, City and State <i>Fresno State University</i>	Major, Degree or Area of Study <i>Nursing / BS</i>

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, If so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?

*No*

2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?

*My experience in the work force has allowed vantage point of watching teamwork in action and the importance of wise leaders.*

3. Why are you interested in serving on this advisory board, commission, or committee?

*Having been lifelong Morro Bay tourist and now as a Morro Bay resident, I can fully appreciate the uniqueness and beauty of this city. Now as a retired person I am appreciating opportunity for increased awareness of civic affairs and sharing information.*

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



(Signature)

*Dec 30, 2022*

(Date)

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**VISIT SLO COUNTY BOARD OF DIRECTORS –  
REGIONAL BOARD  
(VSLOC)**

**One (1) vacancy commencing June 21, 2023 for a 3 year term ending  
June 20, 2026**

**Applicant:**

- 1. Hemant Patel**



# CITY OF MORRO BAY ADVISORY BODY APPLICATION

### Contact Information

<b>Full Name</b> Hemant Patel	<b>Home Phone</b> [REDACTED]
<b>Street Address</b> [REDACTED]	<b>Cell Phone</b> [REDACTED]
<b>Mailing Address (if different than above)</b>	<b>Work Phone</b>
<b>City, State, Zip Code</b> Morro Bay, CA 93442	<b>Email Address</b> [REDACTED]

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

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

### Advisory Body Information

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

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

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

**Employment Information**

<b>Present or Last Employer</b> Self	<b>Position or Occupation</b> Owner
<b>Employer Address</b> Self	<b>How Many Years</b> 22+
<b>City, State, Zip Code</b> Morro Bay, CA 93442	

**Education and Training**

<b>Institution Name, City and State</b>	<b>Major, Degree or Area of Study</b>

**Qualifications and Interests**

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

1. Are you currently or have you previously served on a board, commission, committee, or other public body, if so, which one and when? What do you feel were the advisory body's major accomplishment(s) during your tenure?  
I have been the SLOCAL board representative for the last 4+ years. In those 4 years I took a seat on the Executive committee. I am currently serving as the past chairman on the executive committee.
2. What experience, technical training, and skill qualify you for an appointment, considering your experience and activities in business, labor, professional, social, or other organization?  
I've been in the hotel space for over 25 years.
3. Why are you interested in serving on this advisory board, commission, or committee?  
I served on this board for the last 4+ years and would like to continue my position.

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

  
\_\_\_\_\_  
(Signature)

12/10/2022  
\_\_\_\_\_  
(Date)

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AGENDA NO: C-2

MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** December 20, 2022

**FROM:** Eric Riddiough, PE – City Engineer

**SUBJECT:** Adopt Resolution No. 03-23 for Award of Bid – Project No. MB2020-SD03, Elena Slope Repair and Utilities Replacement Project

## RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 03-23 approving an agreement with Rehak General Engineering, for Project No. MB2020-SD03, Elena Slope Repair and Utilities Replacement Project in an amount not to exceed \$411,838, approve a total increased project budget of \$166,838, and direct staff to return with a Midyear Budget Amendment to transfer \$166,838 from the Storm Drain-01B Pipeline Kern and Anchor Project to the Elena Slope Repair and Utilities Replacement Project budget. All agreements implementing such project work shall be processed and based on the review of the City Attorneys' Office to be in form and substance acceptable to City staff and legal counsel.

## ALTERNATIVE

The recommended action is to award the base bid contract of \$343,198 with up to 20 percent contingency for a total authorized contracted amount of \$411,838.

One alternative to the recommended action is to only award an agreement on the base bid of \$343,198 and not add a contingency. Staff does not recommend this alternative due to the emergency nature of this project and the potential for unexpected cost overruns. A 20 percent contingency is requested in order to keep the project moving if changes in circumstances are warranted by the contractor performing the work. If a contingency is not added, the project may experience delays and additional cost overruns while obtaining authorization to proceed with changes not covered by the base bid contract.

A second alternative to the recommended action is to reject all bids and take other action as City Council deems appropriate. Staff does not recommend this due to the importance of expeditiously moving forward with this repair project and the current economic volatility and inflation of material prices and unit rates seen in the construction industry. The bids received all exceeded probable cost expectations, but upon review of current and future trends, City staff does not believe that prices will improve in the immediate future.

## DISCUSSION

A report of the bids received, summarizing the detailed proposal of each of the bidders, can be found in Attachment 2. The low bid received is responsive to the City's Invitation to Bid, and the low bidder is well regarded as having successfully completed similar public works projects in the recent past.

## PROJECT DATA

Low Bid: \$343,198.00

Prepared By: <u>ER</u>	Dept Review: <u>GK</u>
City Manager Review: <u>SC</u>	City Attorney Review: <u>LNL</u>

High Bid:	\$562,284.00
No. Bids Received:	4
Engineer's Estimate:	\$217,586.00
Bid Opening:	2:00 p.m. on 12/15/2022
Contract Time Allowed:	30 WORKING DAYS

There are no subcontractors listed by the lowest bidder, Rehak General Engineering, for this project. The base bid is approximately 57% over the Engineer's opinion of probable cost. Inflation and volatility on the pricing and availability of materials contributed to the elevated bids received. Engineering and construction journals and other resources have shown trends of 30-40% increases in construction costs over the last two years. Many contractors have significant backlogs of work, and this likely further impacted the higher-than-expected bids received.

The project work includes providing all tools, materials, labor, equipment, and incidentals necessary for the excavation, removal and replacement of an 18" diameter storm drain pipe and a 6" vitrified clay pipe sewer line and all connections, inlets, soil removal and backfill, and pavement restoration. In addition, the area will be stabilized by the construction of a reinforced concrete, cast-in-place gravity retaining wall with additional placed drainage media and backfill. All utilities not replaced will be protected in place including manholes and returned to their prior condition. The work will also include any required traffic control, signage, public notifications, stormwater control, bypass pumping, shoring, formwork, and all other work necessary to render the infrastructure/facility complete and operational, as shown on the Project Plans and Specifications.

**FISCAL IMPACT**

Funds for this project were budgeted in a capital project account in FY 21/22 totaling \$242,000 from the General Fund. These funds have been carried over for use in FY 22/23 since the project was still in design through the end of FY 21/22. An additional \$83,000 was added to the project budget from the Sewer Fund as part of the FY 22/23 budgeting process for the replacement and stabilization of the existing 6-inch sewer line in the same utility corridor. Staff recommends supplementing the additional funds needed to complete the project by transferring \$166,838 of budgeted funds for the Storm Drain-01B Pipeline Kern & Anchor Project to the Elena Slope Repair and Utilities Replacement Project to enable completion of this necessary work.

If approved, the budget transfer will be brought back to the City Council during the City's mid-year budget adjustment in late February 2023. With the transfer of the \$166,838 to the Elena Slope Repair and Utilities Replacement Project, the total funds for the project will be \$491,838. The Storm Drain-01B Pipeline Kern & Anchor project has not started design, and supplemental funds for this project may be added during the budget cycle for FY 23/24.

<b><u>Available Budget Accounts</u></b>	<b><u>Amount</u></b>
Juniper / Elena Emergency Storm Drain Repair (Capital Fund)	\$ 242,000.00
Juniper / Elena Emergency Storm Drain Repair (Sewer Fund)	\$ 83,000.00
<u>Additional Funds</u> to be transferred from Storm Drain-01B Pipeline Kern & Anchor (Capital Fund)	<u>\$ 166,838.00</u>
	<b><u>\$ 491,838.00</u></b>
<b><u>Estimated Expenditures</u></b>	<b><u>Amount</u></b>
Award (Base Bid)	\$ 343,198.00

Contingency (20%)	\$ 68,640.00
Construction Management, Inspection, and Testing	\$ 40,000.00
Permanent/Temporary Easement Acquisitions / Services	<u>\$ 40,000.00</u>
<b>Total Expenditures Authorized by Council for Project</b>	<b><u>\$ 491,838.00</u></b>

**IMPACT TO THE COMMUNITY**

This project is imperative for addressing repair of a failed section of 18-inch storm drain that has impacted neighboring properties to the City utility corridor as well as potentially other City facilities, including a 6-inch sewer line. The retaining wall will protect the slope from further storm erosion due to the failed storm drain, reinforce the upslope lot, and safeguard the new City utility lines for continued and future use.

Most of the work is being performed on private property and City easements, but some limited work will be necessary in the right-of-way. Motorists, cyclists, and the walking public may experience inconveniences during the project’s construction due to temporary closures of streets, traffic lanes, the presence of the construction equipment, and traffic control efforts. Project rollout will include public notification, such as newspaper advertisements, door hangers in the surrounding neighborhood, and temporary "No Parking" signs as applicable. These efforts are intended to allow residents to prepare for the project impacts by adjusting their schedules and following different travel routes during construction work.

**ATTACHMENTS**

1. Resolution No. 03-23
2. Bid Results Form
3. Agreement for Services

**RESOLUTION NO. 03-23**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
APPROVING AN AGREEMENT WITH REHAK GENERAL ENGINEERING, FOR PROJECT  
NO. MB2020-SD03, ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT**

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

**WHEREAS**, the City of Morro Bay formally advertised for Project No. MB2020-SD03, Elena Slope Repair and Utilities Replacement Project; and

**WHEREAS**, the Notice Inviting Bids was published and posted in compliance with applicable sections of the Public Contract Code; and

**WHEREAS**, bids were publicly opened at 2:00 p.m. on December 15, 2022, in the City Hall Conference Room; and

**WHEREAS**, the City received four bids and the low bid was found to be responsive, and to include all required documentation, bid bonds, and signatures; and

**WHEREAS**, the total of the base bid was found to be about 58% over the Engineer's Estimate for the project, but upon analysis was determined to be justified based upon current economic volatility and climate in the construction market; and

**WHEREAS**, funds for this budgeted project are located in the capital and sewer project accounts titled "Juniper/Elena Emergency Storm Drain Repair"; and

**WHEREAS**, additional funds in excess of the original budget in the amount of \$166,838 are necessary for executing this contract and are to be transferred from the project fund titled "SD-01B Pipeline Kern & Anchor".

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

1. The City Manager, or designee, is hereby authorized and directed to execute for and on behalf of the City of Morro Bay, a public works agreement with Rehak General Engineering, for Project No. MB2020-SD03, Elena Slope Repair and Utilities Replacement Project in the amount \$343,198 (the "Agreement"); and
2. The award of said bid and approval of said Agreement are conditioned upon execution of the Agreement by the successful bidder in the form and upon the terms set forth therein by the City. All agreements implementing such project work shall be processed and based on the review of the City Attorneys' Office to be in form and substance acceptable to City staff and legal counsel; and
3. The City Manager, or designee, is hereby authorized and directed to designate funds from the available budgeted accounts identified in the accompanying Staff Report for this approved project in the total amount of \$491,838; and
4. The City Manager, or designee, is hereby authorized as the duly authorized representative to approve minor, non-substantive or non-material changes to the Agreement, including Contract Change Orders, through contract amendments so long as expenditures do not exceed the contingency allotment of \$68,640 and the overall funding approved for the project; and

5. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this Resolution is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay, California, at a regular meeting held on the 10<sup>th</sup> day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

---

CARLA WIXOM, Mayor

ATTEST:

---

DANA SWANSON, City Clerk

**DETAILED BID RESULTS CITY OF MORRO BAY**  
**E-MAIL: eriddiough@morrobayca.gov**



PROJECT: ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT BID NO.: MB2020-SD03 BID OPENING DATE: 12/15/2022				\$ 343,198.00		\$ 379,267.00		\$ 402,342.00		\$ 562,284.00			
				REHAK General Engineering 31825 Auberry Road Auberry, CA 93602		Souza Construction, Inc. P. O. Box 3810 San Luis Obispo, CA 93403		RCH Construction 935 Riverside Ave., Suite 8 Paso Robles, CA 93446		Hartzell General PO Box 771 Cayucos, CA 93430			
DESCRIPTION				ENGINEER'S ESTIMATE		Lic. # 767055		Lic. #479476		Lic. #921460		Lic. # 1024896	
ITEM#	BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	TOTAL COST	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Construction Coordination	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,675.00	\$ 2,675.00	\$ 65,000.00	\$ 65,000.00	\$ 36,000.00	\$ 36,000.00
2	Traffic Control, Construction Area Signs, Postings and Notifications	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 4,530.00	\$ 4,530.00	\$ 30,000.00	\$ 30,000.00	\$ 12,000.00	\$ 12,000.00
3	Water Pollution Control Plan	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,568.00	\$ 5,568.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00
4	Trench Excavation Sheeting, Shoring, And Bracing	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,830.00	\$ 10,830.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
5	Excavation and Removal of Existing 18-Inch CMP Sewer and 6-Inch VCP Sewer Pipes	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 35,000.00	\$ 35,000.00	\$ 14,030.00	\$ 14,030.00	\$ 31,600.00	\$ 31,600.00	\$ 7,000.00	\$ 7,000.00
6	Excavation and Removal of Existing 48-Inch Storm Drain Junction Structure	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 614.00	\$ 614.00	\$ 13,200.00	\$ 13,200.00	\$ 3,500.00	\$ 3,500.00
7	Concrete Gravity Wall	1	LS	\$ 84,000.00	\$ 84,000.00	\$ 120,000.00	\$ 120,000.00	\$ 257,495.00	\$ 257,495.00	\$ 121,000.00	\$ 121,000.00	\$ 325,000.00	\$ 325,000.00
8	Placement and Backfill of 18-Inch Corrugated HDPE Storm Drain Pipe	254	LF	\$ 98.00	\$ 24,892.00	\$ 158.00	\$ 40,132.00	\$ 43.00	\$ 10,922.00	\$ 138.00	\$ 35,052.00	\$ 86.00	\$ 21,844.00
9	Placement and Backfill of 6-Inch DR21 IPS HDPE Sewer Pipe	254	LF	\$ 111.00	\$ 28,194.00	\$ 79.00	\$ 20,066.00	\$ 53.00	\$ 13,462.00	\$ 135.00	\$ 34,290.00	\$ 110.00	\$ 27,940.00
10	Connection to Existing Storm Drain	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,223.00	\$ 2,446.00	\$ 6,100.00	\$ 12,200.00	\$ 3,000.00	\$ 6,000.00
11	Storm Drain Inlet	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,190.00	\$ 9,190.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00
12	Remove and Replace Sewer Lateral and Cleanout	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00	\$ 4,400.00	\$ 23,000.00	\$ 10,500.00	\$ 1,500.00	\$ 1,500.00
13	Pavement Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,465.00	\$ 5,465.00	\$ 23,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
14	By-Pass Pumping	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 37,650.00	\$ 37,650.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00
<b>TOTAL BASE BID:</b>					<b>\$ 217,586.00</b>		<b>\$ 343,198.00</b>		<b>\$ 379,267.00</b>		<b>\$ 402,342.00</b>		<b>\$ 562,284.00</b>
<b>LOW BIDDER'S LISTED SUBCONTRACTORS</b>				<b>OTHER BIDS</b>									
N/A													
Reflects corrected total cost. Total cost was not computed correctly and reported as such on actual bid received.													

**AGREEMENT**  
**CITY OF MORRO BAY**  
**STATE OF CALIFORNIA**  
**CONTRACT FOR**  
**MB2020-SD03 – ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT**  
**IN THE CITY OF MORRO BAY, CALIFORNIA**

THIS AGREEMENT (“this Contract” or “this Agreement”) is made and entered into in triplicate this \_\_\_\_\_ day of JANUARY, 2023, by and among the City of Morro Bay, a municipal corporation, hereinafter referred to as “City” and **Rehak General Engineering**, hereinafter referred to as “Contractor”. In consideration of the mutual covenants, conditions, promises, and agreements herein contained, City and Contractor hereby mutually covenant and agree as follows:

**ARTICLE I – SCOPE OF WORK:**

Each work order issued pursuant to this Agreement and each amendment, as provided herein, shall be based on the unit prices included in the bid upon which this Agreement was awarded. For all work provided pursuant this Agreement and every amendment provided for herein (the “WORK”), Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the WORK of: **ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT: MB2020-SD03**, in the City of Morro Bay, State of California, as called for in the drawings and specifications adopted by City, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed the tools, equipment, apparatus, facilities, labor, and materials shall be furnished, and the WORK performed and completed as required in said Contract Documents, and subject to the approval of City and duly authorized representatives.

**ARTICLE 2 - TIME OF COMPLETION:**

- A. The WORK, as defined in the specifications, per the following: The work shall include, but is not limited to, providing all tools, materials, labor, equipment, and incidentals necessary for the removal of failed, localized pavement areas and replacement with asphalt materials in roadways denoted on the plans and as described in the specifications. All utilities will be protected in place or adjusted and returned to their prior condition. The work will also include traffic control, removal and reinstallation of traffic striping and pavement markings, public notifications, and all work necessary to render the infrastructure/facility complete and operational
- B. Once the Notice to Proceed has been issued, the Contractor shall have thirty (30) WORKING days to complete their installation. The Contractor shall pay to the City the sum of Five Hundred Dollars (\$500.00), for each and every calendar day, or portion thereof, delay in finishing that installation work in excess of the above-required completion time.
- C. City and Contractor recognize time is of the essence, and the City will suffer losses if the WORK is not completed in the time specified in paragraphs A and B. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the WORK is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree, as liquidated damages for delay (but not as a penalty) Contractor shall pay City amounts for each day, or portion thereof, that expires after the time and amounts specified in Article 2.A and 2B.

**ARTICLE 3 - CONTRACT PRICE:**

City will pay Contractor in current funds for the full, complete and satisfactory performance the sum of: **THREE HUNDRED FORTY-THREE THOUSAND, ONE HUNDRED NINETY-EIGHT DOLLARS EVEN (\$343,198.00).**

**ARTICLE 4 – PAYMENT PROCEDURES:**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. The acceptance by Contractor of final payment shall be and shall operate as a full and unconditional release to the City of all claims and all liability to Contractor for all things done or furnished in connection with the WORK and for every act and neglect of City and others relating to or arising out of the WORK. No payment, however, final or otherwise, shall operate to release Contractor or sureties from any obligations under this Contract or the Performance and Payment Bond.
- C. The amount of retention on the project shall be five percent (5%) of the WORK completed to date including stored materials, if any.

**ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS:**

In order to induce City to enter into this Agreement the Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the WORK.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the WORK at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the WORK as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

**ARTICLE 6 – CONTRACT DOCUMENTS:**

This Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Substitution of Securities, Guarantees, Insurance and Indemnification Requirements, Standard General Conditions, Specifications, City Standard Specifications, and attached supplemental information, Drawings, and any Addenda, for the project, as those documents exist on the date of the first signature to this Contract. There are no other Contract Documents except those listed above. This Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the WORK. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 7 – LAW AND VENUE:**

This Agreement has been executed and delivered in the County of San Luis Obispo, State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in the City of Morro Bay and as such the County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 8 - CONFLICTS OF INTERESTS:**

No official of City who is authorized on behalf of City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for City who is authorized on behalf of City to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.

**ARTICLE 9 – ASSIGNMENT:**

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**ARTICLE 10 – SUCCESSORS:**

City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**ARTICLE 11 – SEVERABILITY:**

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE 12 – CONFLICTS:**

In the event of a conflict between the General Conditions; Bid Documents and this Agreement, the terms and conditions of this Agreement shall control.

**ARTICLE 13 – BONDS:**

- A. PERFORMANCE BOND: Pursuant to Section 20129 of the California Public Contract Code, the successful Bidder shall, within ten (10) working days after award of this Contract simultaneously with the execution and delivery of this Agreement, execute a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Performance Bond form contained in these Contract Documents.
- B. PAYMENT BOND: Pursuant to Sections 9550 through 9560, inclusive, of the California Civil Code, the successful bidder shall, within eight (8) working days after award of this Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Payment Bond form contained in these Contract Documents.

**ARTICLE 14 - SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS:**

Substitution of certain securities for retention amounts are allowed under the Public Contract Code at the option of the Contractor. The Contractor is required to formally request the substitution and to conform to the specific provisions of Public Contract Code section 22300.

- A. Acceptable Securities: Whenever retention of monies is authorized to insure performance of Contract conditions, the Contractor shall be permitted to substitute securities for the amount withheld in accordance with Public Contract Code section 22300. Securities eligible for deposit under this procedure shall consist of bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, securities listed in Government Code Section 16430, or any other security mutually agreed to by the Contractor and the public agency. The Contractor shall be the beneficiary of the City of any securities substituted for monies withheld and shall receive any interest thereon.
- B. Value of Securities: The value of securities being deposited shall be based upon market value as of the date of deposit and not necessarily on face value of the securities. Market value shall be determined by the City Public Works Director. If deposit is made into an escrow, escrow instructions must clearly state, in addition to the items mentioned in, that the escrow agent must

convert the securities to cash in whole or in part upon a unilateral written demand for such conversion by the City Manager; and further, that any amount demanded by City shall be paid to City upon unilateral written demand for payment. Escrow instructions used must be substantially similar to the form set forth in Public Contract Code section 22300. City will only make such demand for conversion in payment when the conditions of the Contract would have warranted an expenditure by City of a cash retention expenditure without any securities substitution. All escrow expenses shall be paid by Contractor.

- C. Release of Securities: Securities deposited hereunder shall be released back to Contractor when the City Manager has certified in writing to the escrow holder that the project has been satisfactorily completed. The recording of Notice of Completion does not constitute such certification. All retention times called for in these Contract Documents must have passed, including the time after recording of Notice of Completion, before City will certify to satisfactory completion of the Contract.

**ARTICLE 15 – GUARANTEES AND WARRANTIES:**

- A. GUARANTEE FOR TOTAL WORK: Prior to acceptance of the WORK by City, the Contractor shall submit a guarantee in the form of a written warranty on Contractor’s own letterhead as follows:

“WARRANTY FOR ELENA SLOPE REPAIR AND UTILITIES REPLACEMENT PROJECT: MB2020-SD03: This WORK has been constructed in accordance with the Contract Documents, and the WORK as installed will fulfill the requirements of this warranty, and any other warranty therefor, included in the Contract Documents. We agree to repair or replace any and all of our WORK together with any other adjacent WORK which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by City, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the City Council.

In the event of our failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, we collectively or separately, do hereby authorize City to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefor on demand.

Signed:

\_\_\_\_\_ Contractor

\_\_\_\_\_ License Number

- B. ADDITIONAL GUARANTEES: Additional Guarantees shall be provided as required in the technical sections of the Contract Documents.

**ARTICLE 16 – INSURANCE:**

The parties expressly agree the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. Contractor shall obtain, and maintain, at his own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for Contract execution as defined in the 00 41 13 BID FORM herein.

Required insurance forms are attached as Appendix "A" to these Specifications.

The Notice to Proceed with the WORK under this Contract will not be issued, and Contractor shall not commence WORK, until such insurance has been approved by City. Contractor shall not allow any subcontractor to commence WORK on his subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the WORK and until the final completion and acceptance thereof.

A. General Requirements: The following requirements apply to all insurance to be provided by Contractor:

1. A Certificate of Insurance and all required insurance endorsements and documents shall be furnished to City along with contract documents within three (3) days of the receipt of the Notice of Award.
2. Certificates and policies shall state the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to City, except if cancelation is for non-payment and then notice shall be ten (10) days.
3. Approval of the insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract.

**B. Commercial General Liability (CGL):**

1. Contractor shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with the following coverages.
  - a. Personal Injury and Bodily Injury, including death resulting therefrom.
  - b. Property Damage.
2. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom and property damage coverage in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
3. The following endorsements must be provided in the policy:
  - a. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
  - b. The policy must cover personal injury as well as bodily injury.
  - c. Blanket contractual liability must be afforded and the policy must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. The City of Morro Bay, its officials, officers, employees and agents shall be named as additional insurer under the policy using standard ISO endorsement No. CG 2010. Contractor also agrees to require all subcontracting to do likewise. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the City, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing

contained in this Contract shall be construed to require Contractor's insurance to indemnify City in contravention of Insurance Code 11580.04.

- C. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- D. **Business Auto Coverage** on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or an acceptable equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in B., above. If Contractor or Contractor's employees or subcontractors will use personal autos in any way on this project, then Contractor shall provide evidence of personal auto liability coverage for each such person.
- E. **Umbrella or excess liability insurance.** *[if required to meet higher limits.]* Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, auto liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
- a. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
  - b. "Pay on behalf of" wording as opposed to "reimbursement";
  - c. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, auto liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

- F. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against Agency and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- G. **Duration of coverage.** Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance

of the Work hereunder by Contractor, their agents, representatives, employees, or subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. Agency and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- H. **Products/completed operations coverage.** Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

**ARTICLE 17 – INDEMNIFICATION:**

- A. Except as otherwise provided in subparagraphs B. and C. below, Contractor shall defend, indemnify and save harmless City, and entities’ agents, officials, officers and employees, from any and all claims demands, damages, costs expenses, judgments, attorney fees or liability relating to any act or omission by the Contractor, or its agents, employees, or certain independent Contractors (described below) which relates in any way to this Contract; regardless of whether said act or omission is willful, negligent or non-negligent. The preceding sentence applies to any theory of recovery relating to said act or omission, including but not limited to the following:
1. Violation of statute, ordinance, or regulation.
  2. Professional malpractice.
  3. Willful, intentional or other wrongful acts, or failures to act.
  4. Negligence or recklessness.
  5. Furnishing of defective or dangerous products.
  6. Completed operations.
  7. Premises liability.
  8. Strict liability.
  9. Inverse condemnation.
  10. Violation of civil rights.
  11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when Contractor is not an independent contractor. The certain “independent contractors” referenced above refer to independent contractors which are either hired by Contractor, directly responsible to Contractor, or under the direction or control of Contractor.
- B. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for liability arising from proven willful misconduct of City.
- C. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for that portion of any liability attributable to the active negligence of City provided, however, this exception for active negligence shall not apply to (1) liability arising from the passive negligence of City, or (2) that portion of any liability attributable to any act or omission, whether willful misconduct or active or passive negligence on the part of the Contractor.

- D. Contractor shall have the burden of proving the exception described in paragraphs B and C above.
- E. It is the intent of the parties to provide City the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, then said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect.

**ARTICLE 18 – COMPLIANCE WITH LAWS:**

Federal and State Laws and Regulations: The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

- A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
- B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- C. Title 19 of the California Administrative Code entitled “Public Safety” Chapter 1, State Fire Marshall, Sub-Chapter 1, “General Fire and Panic Safety”.
- D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest - substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State Laws or Regulations. Nothing in these plans and specifications is to be construed to permit WORK not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the WORK of this Contract, but the substantive provisions do apply. All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

F. Prevailing Wage Law:

a.) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

b.) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

c.) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. Contractor assumes responsibility for the payment of prevailing wages and shall indemnify City and hold City harmless from any and all claims made by the State of California, the DIR, any subcontractor, any worker, or any other third party with respect thereto.

d.) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

e.) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

f.) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

g.) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

h.) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours

worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

i.) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

j.) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

--SIGNATURES ON NEXT PAGE--

IN WITNESS, WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF MORRO BAY

ATTEST:

\_\_\_\_\_  
SCOTT COLLINS, City Manager

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

CONTRACTOR:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
CHRIS F. NEUMEYER, City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors.

License No. \_\_\_\_\_; Classification \_\_\_\_\_; Expires \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_



AGENDA NO: C-3

MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** January 4, 2023

**FROM:** Amy Watkins, Interim Police Chief

**SUBJECT:** Approval of Purchase of Eleven Mobile License Plate Recognition Cameras from Vigilant Solutions

## RECOMMENDATION

City Council authorize the City Manager to enter into an agreement with Vigilant Solutions for the lease of ten and City purchase of one Mobile License Plate Recognition Cameras for a total cost of \$153,658.75.

## ALTERNATIVES

None proposed.

## BACKGROUND/DISCUSSION

The City Council has directed staff to research and procure License Plate Recognition (LPR) Camera Technology to be distributed widely throughout the City as a crime prevention tool. Automated license plate reader systems are an excellent tool to assist law enforcement by providing real-time intelligence to improve situational awareness and keep communities and officers safe. Installing fixed LPR units at the entrance/exit points to the City will assist the Police Department with major crime investigations, suspect apprehensions, and recovery of stolen and wanted vehicles. Due to the unique geographical location of Morro Bay, entrance/exit points are limited which would result in fewer cameras being required to obtain maximum coverage as compared to other cities. Both recent and historical criminal investigation data have determined a large portion of the criminal activity within Morro Bay is caused by subjects coming into our City from outside jurisdictions traveling by vehicle and recent data has indicated that approximately seventy percent (70%) of criminal activity involves a vehicle.

LPR technology will be used for solving crimes and other public safety related activities; LPR technology will not be used for surveillance purposes. LPR systems do not provide constant surveillance of vehicles. The systems do provide authorized law enforcement personnel with a pointer for one moment in time and the location where a vehicle's license plate passed an LPR device. LPR devices do not have illumination to aid in identifying the driver or potential passengers of the vehicle. The purpose of LPR technology is to identify vehicles, not the occupants. If ambient lighting is sufficient or a subject is outside and near the vehicle at the time it passes LPR equipment, their image *may* be captured in the contextual photo taken by the LPR unit of the vehicle. This contextual photo is simply designed to provide context, i.e., to identify the specific vehicle to which the license

Prepared By: AW

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

City Manager Review: SC

City Attorney Review: LNL

plate is attached to aid the operator in quickly identifying which of several vehicles in the immediate vicinity are carrying the alerted tag. LPR systems are not designed to collect images of drivers or vehicle occupants, nor are they integrated with facial recognition technology or any applications that simultaneously identify the registered owner or passengers.

Vigilant Solutions License Plate Recognition is well-established in the field of LPR technology and offers equipment that is easy-to-install and deploy, powered by solar-charged batteries, and will meet the City’s operational needs. If this expenditure is authorized by the City Council, the cameras will be affixed throughout the City at strategic locations, using powerful analytics to complete the investigative triangle of person, license plate, and location, critical for law enforcement investigations and crime prevention.

Staff reached out to two LPR companies to obtain quotes for LPR cameras. These companies are considered industry leaders and provide most of the LPR services to law enforcement agencies nationwide. Department objectives for the cameras are to install fixed cameras at several locations within the City, and upfit our current Stalker Radar Trailer (currently owned by the City) to provide the option for a mobile LPR to assist with data collection along State Highway 1 and other locations not conducive for permanent mounting of cameras. At present, Vigilant Solutions is the only LPR company that provides the upfitting equipment and camera system necessary for a successful upfit to the current mobile trailer. Additionally, several neighboring agencies have contracted with and currently use Vigilant Solutions for LPR cameras. These agencies include Paso Robles Police, Pismo Beach Police, and the San Luis Obispo County Sheriff’s Office. Congruency of service with the San Luis Obispo Sheriff’s Office and other surrounding agencies is a crucial element of the LPR system as data collection and intelligence gathering within the same software system will increase efficiency. As such, the Vigilant Solutions expenditure is being recommended as a sole source acquisition since the product compatibility with the department’s current mobile radar trailer equipment is available from only this one vendor. The agreement documents provided for Vigilant Solutions (Attachment 1 hereto) have been reviewed by the City Attorneys’ Office in coordination with City staff. The contract documents include some legal terms not typically included in City form contracts, such as certain restrictions on damages and limited indemnities. Upon discussion of these issues with City staff, a policy determination was made by City staff to accept these potentially remote risks and accept the form of the Vigilant contract documents given (i) the substantial public policy benefits attendant to the Vigilant Solutions system, (ii) the fact that such legal limitations are not unusual for software-related contracts, and (iii) that our neighboring local jurisdictions (like Pismo Beach and Paso Robles) have entered into the same or very similar contract arrangements for this system.

**FISCAL IMPACT**

The Vigilant Solutions quote is provided as Attachment 2. The fiscal impact is \$153,658.75 in fiscal year (FY) 2022-2023. The funding source for this project is from Measure Q & E for the total cost. The contract is for five years with the total cost of the contract being paid during the first year, FY 2022-2023.

The following table illustrates the various ongoing and one-time costs:

	<b>1 year</b>
<b>Ongoing</b>	
Camera Subscription	\$112,500
Annual replacement plan	5,000

Camera Licensing & LEARN	<u>4,500</u>
<b>Total Ongoing</b>	<b>\$122,000</b>

<b>One-time</b>	
Stalker Trailer L5F Camera	\$15,700
Additional Camera Hardware	4,500
Remote Technical Services	1,275
On-Site Technical Services	6,045
Delivery	770
Sales Tax	<u>3,368.75</u>
<b>Total One-Time</b>	<b>\$31,658.75</b>

<b>Total Agreement</b>	<b><u>\$153,658.75</u></b>
------------------------	----------------------------

**CONCLUSION**

Staff recommends the Council authorize the City Manager to enter into an agreement with Vigilant Solutions for the lease of ten and purchase of one LPR cameras in the amount of \$153,658.75.

**ATTACHMENTS**

1. Vigilant Solutions Agreement Documents
2. Project quote from Vigilant Solutions.



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2023 by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and City of Morro Bay, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 850 Morro Bay Blvd, Morro Bay CA 93442 (“Customer”).

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for law enforcement and security markets;

**WHEREAS**, Customer desires to license from and receive service for the Hardware and Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Customer and Vigilant hereby agree as follows:

### I. Definitions:

**“CJIS Security Policy”** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**“CLK”** or **“Camera License Key”** means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR Hardware Products and Software Products.

**“Criminal Justice Information Services Division”** or **“CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

**“Effective Date”** means the date set forth in the first paragraph of this Agreement.

**“Enterprise License”** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Customer to install the Software Products on an unlimited number of devices in accordance with the selected Service Package, and allow benefits of all rights granted hereunder this Agreement.

**“Hardware Products”** means Vigilant’s Fixed License Plate Recognition Cameras, Camera Brackets and Solar Panels.

**“LPR Data”** refers to LPR data collected by the Customer and available on LEARN for use by the Customer.

**“Service Fee”** means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

**“Service Package”** means the Customer designated service option which defines the extent of use of the Software



Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“**Service Period**” has the meaning set forth in Section III (A) of this Agreement.

“**Software Products**” means Vigilant’s Software Suite including CarDetector, LEARN, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

“**Technical Support Agents**” means Customer’s staff person responsible for administering the Software Products and acting as Customer’s Software Products support contact.

“**User License**” means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

“**Users**” refers to individuals who are agents of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

## **III. Term; Termination.**

A. Term. The term of this Agreement is five (5) years beginning on the Effective Date unless earlier terminated as provided herein. Vigilant will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”) 60 days prior to the end of the then current Service Period. The first Service Period must be paid in advance. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Service Period, as the case may be. Pursuant to Section VIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. If Customer terminates this Agreement for no reason prior to the end of any Service Period, Vigilant will not refund or prorate any license fees paid by the Customer. If Customer’s termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of receipt of Customer’s notice of termination, which shall set forth in detail Vigilant’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Customer Vigilant has not reasonably cured the described breach of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from



dividing the number of days remaining in the then-current Service Period, by 365. Upon termination, Customer shall delete all copies of Software Products.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement at any time by providing thirty (30) days written notice to Customer. If Vigilant's termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Customer's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Customer has not reasonably cured the described breach of this Agreement, Customer shall immediately discontinue all use of Hardware Products and Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

#### **IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Hardware Products and Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Hardware Product or Software Product that impedes the primary function of the Hardware Product or Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Hardware Product or Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective Hardware Products or Software Products, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Hardware Products and Software Products.

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any Hardware Products or Software Products that infringe on third-party intellectual property, patents, or trademarks; Vigilant shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Hardware Products or Software Products or documentation provided to Customer by Vigilant in connection with the Hardware Products or Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.



C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

**V. Software Support, Warranty and Maintenance.**

Customer will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Customer's Technical Support Agents through e-mail and telephone. Customer allows Vigilant Solutions to access the L6Q camera settings for the purposes of optimizing the plate collection process.

**VI. Camera License Keys (CLKs).**

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's network in accordance with selected Service Options. As Customer installs additional units of the Hardware Products or Software Products, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the then-current Service Period.

**VII. Ownership.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Ownership of Hardware Products. The Hardware Products provided under this agreement remain the property of Vigilant. Customer has no ownership or rights to Hardware Products provided under this Agreement during or after the Term of this Agreement.

C. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

**VIII. Data Sharing.**



If Customer is a generator of LPR Data, Customer at its option may share its LPR Data with Law Enforcement Agencies who contract with Vigilant. Vigilant will not share any LPR Data generated by the Customer without the permission of the Customer.

**IX. Ownership of LPR Data.**

Customer retains all rights to LPR Data generated by the Customer. Should Customer terminate agreement with Vigilant, a copy of all LPR Data generated by the Customer will be created and provided to the Customer. After the copy is created, all LPR Data generated by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer.

**X. Data Retention.**

LPR Data is governed by the Customer’s retention policy. LPR Data that reaches its expiration date will be deleted from LEARN.

**XI. Account Access.**

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to employees of the Customer. No User logins may be provided to non-employees of the Customer without the express written consent of Vigilant.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer’s Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Vigilant immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Vigilant immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Customer certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

**XII. Service Package, Fees and Payment Provisions.**

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

Service Package - Fixed Camera Subscription Service:

- Fixed Camera with Camera Bracket
- Solar Panel
- Hardware warranty for manufacturer defect
- Vigilant Managed/Hosted LPR server LEARN Account
- Unlimited user licensing and upgrades for the following applications:
  - LEARN and CarDetector



B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Hardware Products and Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Hardware Products and Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of Annual Service Fees for years after the first year of this Agreement is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)		
	Annual Fee Per CLK	\$2,250.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Customer agrees to pay any such tax.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payment on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another after the 5-Year Term; *provided, however,* that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

**XIII. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO VIGILANT FOR THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Hardware Products and Software Products contain valuable and proprietary information of Vigilant and Customer will not disassemble, decompile or reverse engineer any Hardware Products or Software Products to gain access to confidential information of Vigilant.



C. Assignment. Neither Vigilant nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Customer, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement.



L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p><b>Vigilant Solutions, LLC</b>          Attn: Sales Administration          1152 Stealth Street          Livermore, CA 94551</p>	<p><b>Customer:</b> Morro Bay Police Department          Attn: Police Chief          Address: 850 Morro Bay Blvd.          Morro Bay, CA 93442</p>
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M. Authorized Representatives; Technical Support Agents. Customer’s Authorized Representative is responsible for administering this Agreement and Customer’s Technical Support Agents are responsible for administering the Hardware Products and Software Products and acting as Customer’s Hardware Products and Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Insurance. Vigilant shall, after execution of the Agreement, provide the City of Morro Bay with a Certificate of Insurance and include the City of Morro Bay as additional insured under General Liability and Auto Liability with limits of \$1m per occurrence and \$2m aggregate for General Liability and \$1m combined single limit for automobile liability.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Sean Heieck

Title: Area Sales Manager

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

Signature: \_\_\_\_\_

Customer: City of Morro Bay

Authorized Agent: Scott Collins \_\_\_\_\_

Title: City Manager \_\_\_\_\_

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

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_



## Exhibit A: CJIS Requirements

Vigilant and the Customer agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Customer agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Customer use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant agrees to treat the Customer-supplied information in Vigilant systems as CJ. The FBI CJIS Security Policy is incorporated herein ("FBI CJIS Security Policy"). Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Customer agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Customer agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Customer agree that the Customer is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS information security officer to act as a conduit to the client contracting government agency, agency coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy awareness training and personnel screening standards as required by the Customer.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.



5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Customer owned data.
6. Vigilant agrees to use their formal cyber incident response plan if such event occurs.
7. Vigilant agrees to immediately inform Customer of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client incident response procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Customer's account or Customer data in support of Customer as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Customer data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Customer of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Customer.
13. Vigilant will advise Customer when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Security Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Customer owned data and Vigilant systems as intended by the Customer and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Customer owned information through Customer managed role-based access and applied sharing rules configured by the Customer.
18. Vigilant agrees to provide technical controls with additional levels of user advanced authentication in physically non-secure locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Customer owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Customer can monitor access and activity of Vigilant support staff and Customer users for unauthorized access, disclosure, alteration or misuse of Customer owned data. (Vigilant support staff will only have access when granted by the Customer.)
23. Vigilant will only perform direct support remote access to Customer systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Customer. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Customer data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Customer data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any information or technical security compliance audit performed by the Customer, state CJIS system agency or FBI-CJIS Division.



27. Vigilant agrees to perform independent employment background screening for its staff and participate in additional fingerprint background screening as required by Customer.
28. Vigilant agrees that the Customer owns all Customer contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Customer.

Customer:

1. Customer agrees to appoint an "Agency Coordinator" as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Customer agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Customer agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum certifications are required.
4. Customer agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Customers, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Customer agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Customer agrees that they are responsible for proper equipment operation and placement of equipment.
7. Customer agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Customer information.
8. Customer agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Customer.
9. Customer agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Customer agrees to reinforce Customer's policies and procedures for secure storage and protection of Vigilant system passwords.
11. Customer agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Customer agrees to reinforce client staff policies for not sharing user accounts.
13. Customer agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Customer agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Customer agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Customer agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.



17. Customer agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Customer agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Customer created policies and procedures that guide user access and appropriate use of the system.
19. Customer agrees that information and services provided through Vigilant products do not provide any actionable information, Customer users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

		<b>Vigilant Solutions, LLC</b> P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Morro Bay Police Department - Attention: Amy Watkins	Date:	12-13-22		
Project Name:	L6Q (Subscription) & L5F Upfit Kit (Purchase) - Morro Bay	Quote ID:	LQW-0300-04		

## PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

### Subscription Hardware

Annual Cost

Qty	Item #	Description
(10)	VSFS-L6Q-S-SUB \$2,250.00 Each	<b>L6Q Quick Deploy Camera (Solar Kit) Subscription</b> <u>Offer Includes:</u> <ul style="list-style-type: none"> <li>• One (1) L6Q camera with two (2) Lex-11 high capacity internal batteries</li> <li>• Solar Kit (40W solar panel, mounting bracket, charge controller, 12 Ah battery, Cable with M12 power connector)</li> <li>• Camera mounting bracket</li> <li>• USB-C cable and USB-C to USB-A adapter, Micro SD card, SIM card with cellular service</li> <li>• Requirements <ul style="list-style-type: none"> <li>◦ Hosted LPR account for data storage, alerting, analytics and more</li> <li>◦ 5-year Enterprise Service Agreement</li> </ul> </li> <li>• Subscription Info: <ul style="list-style-type: none"> <li>◦ Annual Subscription w/ Warranty &amp; Software Service included</li> <li>◦ Pricing only valid through January 31, 2023</li> </ul> </li> </ul> <u>Optional, Sold Separately:</u> <ul style="list-style-type: none"> <li>• 12VDC Power Pigtail</li> <li>• 120V AC power supply</li> </ul>
<b>Subtotal Price</b>		<b>\$22,500.00</b>
Qty	Item #	Description
(10)	L6Q-REPPLAN \$100.00 Each	<b>L6Q Annual Replacement Plan</b> <ul style="list-style-type: none"> <li>• Annual L6Q replacement plan covers loss due to theft, vandalism, and or natural disasters only. 1 L6Q annual replacement included \$499 for any additional camera replacements. The replacement plan is per camera.</li> </ul>
<b>Subtotal Price</b>		<b>\$1,000.00</b>

## Recommended Additional Hardware

### One Time Cost

Qty	Item #	Description
(10)	VS-L6Q-SPEB \$325.00 Each	<b>L6Q Solar Panel Expansion Battery Only</b> <ul style="list-style-type: none"> <li>Additional 12V 12Ah expansion battery and Solar Battery Expansion cable</li> </ul>
<b>Subtotal Price</b>		<b>\$3,250.00</b>
Qty	Item #	Description
(10)	VS-L6Q-EANT \$125.00 Each	<b>L6Q External LTE Antenna</b> <ul style="list-style-type: none"> <li>External LTE Antenna to increase camera LTE signal strength. Connects to camera via SMA connector</li> </ul>
<b>Subtotal Price</b>		<b>\$1,250.00</b>

## L5F Trailer Upfit Kit

Qty	Item #	Description
(1)	VT-TRL-2-55-L5F \$11,500.00 Each	<b>25mm L5F Upfit Kit</b> <ul style="list-style-type: none"> <li>Qty=2 25mm lens package</li> <li>Tablet Processing Unit and</li> <li>2 15ft L5F Cables</li> <li>GPS/4G Antenna</li> <li>Trailer must include the following:                             <ul style="list-style-type: none"> <li>12V Power System</li> <li>Internal Mounting space for Tablet LPR Processing Unit</li> <li>Suitable Mounting Location for LPR Cameras</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>\$11,500.00</b>

## Optional Extended Warranty for Trailer Upfit Kit

### 5 Year Coverage

Qty	Item #	Description
(1)	CDMS24HWW \$4,200.00 Each	<b>2-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5</b> <ul style="list-style-type: none"> <li>Full mobile LPR hardware component replacement warranty</li> <li>Applies to 2-Camera hardware system kit</li> <li>Valid for 4 years from standard warranty expiration</li> </ul>
<b>Subtotal Price</b>		<b>\$4,200.00</b>

## Camera Licensing & LEARN for L5F Cameras

One-Year Coverage

Annual Cost

Qty	Item #	Description
(1)	VSBSCSVC-02 \$900.00 Each	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant                             <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for 15-30 total camera units</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
<b>Subtotal Price</b>		<b>\$900.00</b>

## Remote Technical Services

One Time Cost

Qty	Item #	Description
(1)	SSU-LN-COM \$1,275.00 Each	<b>Vigilant Start Up &amp; Configuration of Hosted/Managed Server Account</b> <ul style="list-style-type: none"> <li>• New client account setup</li> <li>• Required for all hosted/managed client accounts</li> </ul>
<b>Subtotal Price</b>		<b>\$1,275.00</b>

## On-Site Technical Services

One Time Cost

Qty	Item #	Description
(10)	SSU-SYS-L6Q-COM \$350.00 Each	<b>System Start Up &amp; Commissioning</b> <ul style="list-style-type: none"> <li>• Includes configuration of L6Q Solar LPR system(s) and Solar Panel</li> <li>• Includes install and alignment of L6Q on existing infrastructure</li> <li>• Excludes Pole Installation</li> <li>• Excludes Travel Costs</li> </ul>
<b>Subtotal Price</b>		<b>\$3,500.00</b>
Qty	Item #	Description
(1)	SSU-SYS-COM \$995.00 Each	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Includes CDM/CDF Training</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
<b>Subtotal Price</b>		<b>\$995.00</b>

Qty	Item #	Description
(1)	VS-TRVL-01 \$1,550.00 Each	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit client site</li> <li>Includes all travel costs for onsite support services</li> </ul>
<b>Subtotal Price</b>		<b>\$1,550.00</b>

**Delivery**  
One Time Cost

Qty	Item #	Description
(11)	VS-SHP-02 \$70.00 Each	<b>Vigilant Shipping Charges - Fixed or Comms</b> <ul style="list-style-type: none"> <li>Applies to each fixed camera LPR System</li> <li>Or Communication Box Purchased without LPR System</li> <li>Shipping Method is FOB Shipping</li> </ul>
<b>Subtotal Price</b>		<b>\$770.00</b>
Qty	Item #	Description
(1)	Sales Tax \$3,368.75 Each	<b>Sales Tax @ 8.75% of \$38,500.00 = \$3,368.75</b>
<b>Subtotal Price</b>		<b>\$3,368.75</b>

**Quote Notes:**

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
- This Quote does not include anything outside the above stated bill of materials.
- Motorola's Master Customer Agreement and all applicable addenda, available at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) shall govern the products and services, and is incorporated herein by this reference.
- Optional on-site L6Q hardware installation on existing infrastructure only. New poles are not included.
- Customer to provide new poles at locations specified in scoping document.
- 5 Year Subscription term. Annual cost of \$22,500.00 for LPR hardware and \$1,000.00 for optional damage / theft insurance.
- 2022 subscription pricing extended to January 31, 2023.
- Hardware installation for trailer upfit kit is not included.
- Customer to provide cellular data SIM & plan for trailer upfit kit.

Quoted by: Louis Wershaw - 209-283-0990 - [louis.wershaw@motorolasolutions.com](mailto:louis.wershaw@motorolasolutions.com)

<b>Total Price</b>	<b>\$56,058.75</b>
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AGENDA NO: C-4

MEETING DATE: January 10, 2023

# Staff Report

**TO:** Honorable Mayor and City Council      **DATE:** December 22, 2022

**FROM:** Scott Collins, City Manager

**SUBJECT:** Adoption of Resolution No. 04-23 Establishing the 2023 City Council Meeting Calendar, and City Goals and Budget Development Schedule

## **RECOMMENDATION**

Staff recommends the City Council review the proposed Council meeting calendar and adopt Resolution No. 04-23 approving the 2023 City Council Meeting Calendar, and City Goals and Budget Development Schedule.

## **ALTERNATIVES**

The Council may alter the proposed meeting calendar and schedule.

## **FISCAL IMPACT**

None

## **BACKGROUND/DISCUSSION**

### ***Strategic Planning and Budget Calendar***

Over the past several years, City Council has adopted an annual calendar that incorporates the strategic planning and budget discussions in a methodical way to link those efforts. Adoption of a calendar by resolution informs the community of the planned dates for important work on the City's goals and objectives, adoption of the budget, and more. In 2021, the goals process was delayed due to the COVID-19 pandemic, and goals were adopted on November 10, 2021. The goals and action items adopted have guided staff efforts from late 2021 through the end of 2022.

With regard to the budget process, the calendar provides two budget study sessions in late May to provide City Council with an overall financial picture for the City and allow for review of each department's proposed budgets and consideration of adjustments, as necessary, to balance the budget. Council then has two regular meetings in June to formally consider and adopt the annual budget prior to year-end.

Staff recommends that City Council host a facilitated retreat in late January/early February 2023. The purpose of the retreat is for the new Council to focus on team building and establishing norms for the Council moving forward. Also, beginning in January, staff will initiate the community outreach process to solicit input about the City goals. Outreach efforts will include at minimum: a community survey, advisory board and commission meetings, and outreach to the business and tourism groups. Input collected from those engagements will be provided to City Council in advance of a facilitated community forum, to take place in late March/early April. The forum will serve as another opportunity for members of the community to participate and share suggestions about City goals and will provide Council with the opportunity to establish their goals for 2023 and

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

2024. Following the forum, staff will develop “action items” that align with the Council goals and bring back a plan for City Council consideration and adoption in late April.

***2023 Meeting Calendar***

A Council meeting schedule which includes proposed regular meetings, as well as proposed special meetings and study sessions (known as of the date of this report) is provided for in Exhibit A to Resolution No. 04-23 at Attachment 1 hereto.

***Budget Calendar***

Exhibit B to Resolution No. 04-23 includes the Fiscal Year (FY) 2023-24 Budget calendar which lays out the projected schedule for the staff development, public briefing, Citizens Finance Advisory Committee consideration, Council review, and eventual Council approval of the FY 2023-24 City Budget. Staff is recommending that Council hold their study session meetings on back-to-back days in May. Council would reserve the regularly scheduled June 13, 2023 Council meeting date to formally adopt the FY 2023-24 Budget (with June 27<sup>th</sup> as a backup date if needed).

**CONCLUSION**

Staff recommends Council adopt Resolution No. 04-23 that includes the City Council’s Meeting Calendar, as well as Budget Development Schedule for calendar year 2023.

**ATTACHMENTS**

1. Resolution No. 04-23 with Exhibits A and B
2. 2022 Adopted City Goals and Action Items

**RESOLUTION NO. 04-23**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
ADOPTING THE 2023 CITY COUNCIL MEETING CALENDAR  
AND BUDGET DEVELOPMENT SCHEDULE**

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

**WHEREAS**, the City Council adopts an annual calendar providing for the orderly course of business and to provide transparency and accountability to the public; and

**WHEREAS**, in accordance with the Strategic Planning Framework Policy established by Resolution No. 83-18, the City Council adopts a schedule for the development of goals and two-year objectives, advisory board work plans, and the annual budget.;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Morro Bay, California, the 2023 City Council Meeting Calendar is adopted, as set forth in Exhibit A, and the Budget Development schedule is adopted, as set forth in Exhibit B.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on this 10<sup>th</sup> day of January 2023 on the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

\_\_\_\_\_  
CARLA WIXOM, Mayor

ATTEST:

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

## 2023 Meeting Calendar

**January 10**

Regular Meeting

**January 24**

Regular Meeting

**February 14**

Regular Meeting

**February 28**

Budget Forecast Study Session

Regular Meeting

**March 14**

Regular Meeting

**March 28**

Regular Meeting

**April 11**

Regular Meeting

**April 25**

Regular Meeting

**May 9**

Regular Meeting

**May 23**

Budget Study Session #1

Regular Meeting

**May 24**

Budget Study Session #2

**June 13**

Budget Adoption

Regular Meeting

**June 27**

Regular Meeting

**July 11**

BREAK

**July 25**

BREAK

**August 8**

Regular Meeting

**August 22**

Regular Meeting

**September 12**

Regular Meeting

**September 26**

Regular Meeting

**October 10**

Regular Meeting

**October 24**

Regular Meeting

**November 14**

Regular Meeting

**November 28**

BREAK

**December 12**

Regular Meeting

**December 26**

BREAK

**Budget Development Calendar**  
**Fiscal Year 2023-24**

- February Finance prepares budget framework, training, and instructions
- Feb 21 FY 2022-23 Measure Q&E Midyear budget presentation to CFAC
- Feb 28 FY 2022-23 Midyear Budget Presentation to Council
- March Departments prepare FY 2023-24 budget submittals
- April City Manager/Exec Team budget meetings; draft budget development
- April Preliminary Council input on budget and/or fiscal policies if needed
- May 11 City Manager delivers draft proposed budget numbers to Council
- May 16 CFAC reviews budget and provides input, emphasis on Measure Q&E
- May 23 Council Budget Study Session #1
- May 24 Council Budget Study Session #2
- Jun 13 Budget Adopted at Council Meeting
- Jun 27 Backup date for Budget Adoption

**Legend**

- Council Meetings
- Advisory Board Meetings
- Internal Staff Actions

# CITY OF MORRO BAY 2022

## GOALS AND SHORT TERM ACTIONS



### CITY PURPOSE

In order to preserve the high quality of life in Morro Bay, the City's purpose is to provide essential public service and infrastructure to maintain a safe, clean and healthy place for residents and visitors to live, work and play. To achieve that purpose, the City invests the vast majority of its resources in services such as public safety, public utilities, recreation services, city planning, infrastructure maintenance and improvement, and the internal financial, human resources, and technology to support these public services.

### CITY GOALS, GOAL STATEMENTS, AND SHORT-TERM ACTION ITEMS

The City is able to successfully provide these core services thanks to community support and

volunteerism that resource and supplement the City's talented professional staff. As a result of this success, the City is also able to dedicate some resources to address emerging challenges and future-facing opportunities. In late 2021, the City Council adopted five (5) City goals and thirty-five (35) corresponding short-term action Items to meet emerging needs and opportunities. The City goals each have goal statements that outline what the City aims to achieve. The short-term action items are the areas of focus related to the goals that the City will work on in 2022 and into early 2023 (all listed below).

Combining the City's work on core services with future oriented goals will help ensure our community remains a great place to live, work and play for current and future generations.



## PUBLIC INFRASTRUCTURE

**GOAL STATEMENT:** Address (1) cleanliness (while maintaining sensitivity to wildlife) and safety issues in heavy tourism areas, (2) conduct a capital needs assessment, and (3) traffic circulation in Embarcadero.

### SHORT-TERM ACTIONS

- Conduct a traffic speed survey
- Initiate a capital assessment effort (Harbor, facilities, stormwater, etc.)
- Review options and develop optimal staffing for City maintenance efforts
- Continue work to implement paid parking program and continue work on long-term plan
- Pursue grant opportunities for the Coleman Beach area improvements



# FISCAL SUSTAINABILITY & ECONOMIC VITALITY

**GOAL STATEMENT:** (1) Create plan to address the City’s unfunded liabilities while striving to achieve competitive compensation, (2) determine potential paths to secure funding for capital needs (Harbor and other needs), and (3) support expedient catalyst site development.

## SHORT-TERM ACTIONS

- Seek state lobbyist contract to assist in obtaining state funding for City projects
- Assess viability for business improvement districts for Downtown and Embarcadero
- Review development opportunities for the Market Plaza property
- Complete fee study (development impact fees)
- Continue review of Vistra proposed battery project
- Assess cyber security needs
- Prepare and review policy options on liabilities (pension and health care)



# HOUSING

**GOAL STATEMENT:** (1) Educate the Council on new and existing State legislation related to housing, (2) identify the opportunities for additional housing options and/or explore partnerships to support these efforts, and (3) continue the Community Development Department’s efforts to expedite the development review process.

## SHORT-TERM ACTIONS

- Complete Zoning Code update
- Development of stock Accessory Dwelling Units (ADU) to provide to public for free
- Provide update to Council on new state housing legislation (such as SB 9) and general education on housing
- Implement Housing element, including reviewing housing by right, objective design guidelines, ADU ordinance update with incentives, update Density Bonus and inclusionary housing requirements
- Bring land use amendment forward for the Seashell estates property to increase density to 7 – 15 units per acre for a future multifamily housing project
- Complete Cityworks online plan check application
- Initiate work with the Planning Commission ad hoc committee for the review of the planning process



# CLIMATE ACTION

**GOAL STATEMENT:** (1) Participate with other cities in SLO County to support climate action planning efforts, (2) educate Council on the technical terms around climate action to support policy advocacy and the identification of critical next steps for Morro Bay, and (3) consider opportunities to reduce reliance on carbon producing energy sources.

## SHORT-TERM ACTIONS

- Pursue funding to complete Climate Action Plan update
- Continue review of Vistra proposed battery project
- Pursue electric vehicle charging station funding
- Initiate implementation of SB 1383 (organic waste for residents and businesses)
- Promote Central Coast

- Community Energy (3CE) New Construction Electrification Program and include in planning materials and on website
- Designate 1 week a year to conduct a renewable energy outreach campaign targeting a specific group
  - Create city webpage with links to energy efficient websites

- Elevate “Climate Crisis” to “Climate Emergency” by way of resolution and seek funding to move forward in this area
- Implement 3CE Reach Code Incentive Program electrification of new residential construction with the adoption of 2022 Building Code in Jan 2023



# COMMUNITY HEALTH

**GOAL STATEMENT:** (1) Create plan to address immediate need for increasing COVID vaccination rates with an emphasis towards target populations with inequitable access or education. (2) Educate Council and staff about Diversity, Equity, and Inclusion (DEI) and engage in a community conversation.

## SHORT-TERM ACTIONS

- Provide education to City Council and staff about DEI issues
- Support SLO County Public Health communication efforts to vaccinate members of the Morro Bay community, particularly underrepresented communities
- Inform the County process to update the 10-year plan on homelessness
- Explore opportunities to

- support County efforts to address homeless issues on the North Coast
- Support Filipino-American group (FANHNS) rededication event of their historic monument at Coleman Beach
  - Review opportunity for Boys and Girls Club to offer enrichment activities for teens in the Estero Bay region

- Provide community information and resources regarding access to mental health resources to address behavioral health or mental health crises: substance abuse issues, depressive illnesses and exacerbation of previously controlled mental health issues