



# 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, June 27, 2023 – 5:30 P.M. Veterans Memorial Hall 209 Surf St., Morro Bay, CA

### **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=aWZpTzcwTHlRTk9xaTlmWVNWRFWFUQT09>  
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

- Parks Make Life Better Month Proclamation

#### 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 AGREEMENTS FOR STATE AND FEDERAL ADVOCACY REPRESENTATION TO SUPPORT CITY OF MORRO BAY INTERESTS AND FUNDING OPPORTUNITIES; (INTERIM CITY MANAGER/ ASSISTANT CITY MANAGER/ ADMINISTRATIVE SERVICES DIRECTOR)

**RECOMMENDATION: Staff recommends the Council authorize the City Manager to:**

- 1. Execute a 36-month (July 1, 2023 – June 30, 2026) agreement with Townsend Public Affairs, to support the City with State of California advocacy efforts, subject to City Manager approval substantively similar to the corresponding attachment, and**
- 2. Execute 36-month (July 1, 2023 – June 30, 2026) agreement with The Ferguson Group, to support the City with federal advocacy efforts, subject to City Manager approval substantively similar to the corresponding attachment.**

- A-2 APPROVAL OF A NEW LICENSE AGREEMENT WITH CAL POLY CORPORATION FOR DEDICATED DOCKAGE SPACE ON THE NORTH T-PIER FOR A FLOATING RESEARCH AND EDUCATIONAL DOCK; (HARBOR DIRECTOR)

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 43-23 approving a two-year License Agreement with Cal Poly Corporation (“Cal Poly”) for dedicated dockage space on the North T-Pier for a floating research and educational dock, to include an option to extend the agreement for two two-year period.

- A-3 APPROVAL OF AMENDMENT NO. 7 TO CONTRACT SERVICES AGREEMENT WITH ALESHIRE & WYNDER, LLP FOR CITY ATTORNEY SERVICES; (INTER CITY MANAGER)

**RECOMMENDATION:** City Council approve Amendment No. 7 to the contract services agreement with Aleshire & Wynder, LLP for city attorney services.

- A-4 PRESENTATION OF ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT AND ALLOCATION OF WATER EQUIVALENCY UNITS (WEU) FOR FISCAL YEAR (FY) 2023/24; (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION:** Staff recommends the City Council:

1. Receive and file staff findings and strategies resulting from the Annual Water Supply and Demand Assessment;
2. Allocate 50 WEUs for residential development (30 SFR and 20 MFR) and 65 for commercial development for a total of 115 WEUs for FY2023/24; and
3. Approve Resolution No. 44-23 to allocate 50 WEUs for residential development and 65 for commercial development for a total of 115 WEUs for FY 2023/24.

- A-5 PROCLAMATION DECLARING JULY 2023 AS PARKS MAKE LIFE BETTER MONTH; (ADMINISTRATION)

**RECOMMENDATION:** Approved as submitted.

B. PUBLIC HEARING ITEMS

- B-1 APPEAL FILED RELATED TO PLANNING COMMISSION APPROVAL OF A PROPOSED COMMERCIAL/RESIDENTIAL PROJECT THAT INCLUDES A SINGLE HOTEL SUITE (WITH 4 BEDROOMS), PLUS MANAGER’S RESIDENTIAL UNIT TO BE LOCATED AT 1175 SCOTT STREET; (COMMUNITY DEVELOPMENT DEPARTMENT)

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No 45-23, denying the appeal and upholding the Planning Commission approval of the Coastal Development Permit CDP21-025, Conditional Use Permit CUP21-07 and Parking Exception PKG22-05 for the proposed new mixed-use project located at 1175 Scott Street.

- B-2 ADOPTION OF RESOLUTION NO. 46-23 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION:** Staff recommends the City Council conduct the public hearing and approve the levy of the annual assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District (LLMAD) by adopting Resolution No. 46-23.

- B-3 ADOPTION OF RESOLUTION NO. 47-23 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION: Staff recommends the City Council conduct the public hearing and approve the levy of the annual assessment for the North Point Natural Area Landscaping and Lighting Maintenance District (LLMAD) by adopting Resolution No. 47-23.**

C. BUSINESS ITEMS

- C-1 CONTINUED DISCUSSION ON THE INTERSECTION IMPROVEMENTS AT STATE ROUTE 41, STATE ROUTE 1, AND MAIN STREET; (PUBLIC WORKS DEPARTMENT)

**RECOMMENDATION: Staff recommends the City Council recommend the roundabout alternative to Caltrans for approval and, if approved, direct City staff to begin design phase and pursue additional funding opportunities for the project.**

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

E. ADJOURNMENT

The next Regular Meeting will be held on **Tuesday, August 8, 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.



AGENDA NO: A-1

MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council **DATE:** June 21, 2023

**FROM:** Greg Carpenter, Interim City Manager  
Sarah Johnson-Rios, Assistant City Manager/Administrative Services Director

**SUBJECT:** Approval of Agreements for State and Federal Advocacy Representation to Support City of Morro Bay Interests and Funding Opportunities

## **RECOMMENDATION**

Staff recommends the Council authorize the City Manager to:

- 1) Execute a 36-month (July 1, 2023 – June 30, 2026) agreement with Townsend Public Affairs, to support the City with State of California advocacy efforts, subject to City Manager approval substantively similar to the corresponding attachment, and
- 2) Execute 36-month (July 1, 2023 – June 30, 2026) agreement with The Ferguson Group, to support the City with federal advocacy efforts, subject to City Manager approval substantively similar to the corresponding attachment.

## **ALTERNATIVE**

The City Council could choose not to authorize the City Manager to enter into these arrangements with Townsend Public Affairs and/or The Ferguson Group.

## **FISCAL IMPACT**

The recommended state retainer representation is \$5,000/month, which includes state representation and grant funding services, for a total annual cost of \$60,000 each fiscal year, and \$180,000 for the life of the agreement. The contract cost for the recommended federal retainer representation is \$3,300/month, for a total annual cost of \$39,600 annually (plus up to \$2,000 of incidental costs), for a total cost not to exceed \$124,800 for the life of the contract.

The total combined annual costs for the two proposed state and federal representation service agreements are \$101,600. These projected expenses are budgeted in the Adopted Fiscal Year 2023-24 Budget to be paid for 50% from the water and sewer funds and the other 50% from the City's General Fund. Future year costs would be subject to future year budget adoptions by Council.

## **BACKGROUND**

### **State Representation**

Townsend Public Affairs (Townsend) has provided state representation services to the City since November 2021, informing the City of funding opportunities and relevant legislation, and advocating on the City's behalf. State funding is being made available for important City goals, such as infrastructure, homelessness, housing, climate action, etc. Similarly, during each legislative session,

Prepared By:   SJR   City Attorney Review:   LNL    
City Manager Review: GC

legislation is considered at the State level that would impact Morro Bay locally. Townsend assists the City in these areas in several tangible ways:

- Reviews state legislation impacting local governments, and those supported by City Council goals and recommended City positions on several specific pieces of legislation.
- Provided grant writing and editing support for several California Department of Parks Proposition 68 grant submittals by the City for Coleman Park area projects as well as other relevant grants such as water resiliency. The Coleman Park project application was successful and the City was awarded \$600,000 in state funding.
- Provided support for potential funding from the projected State FY22/23 Budget surplus and arranged meetings with the City's representatives at the state level and with relevant state agencies.
- Continues to seek state grants for the Wastewater Reclamation Facility (WRF) project, OneWater infrastructure projects, and other infrastructure projects.
- Set up and facilitated a site tour of the WRF facility with the Chair of the State Water Resources Control Board (E. Joaquin Esquivel) and State Senator John Laird – in an effort to educate them on the project and seek opportunities for loan forgiveness on the project.
- Keeps the City apprised of other relevant state legislation and funding opportunities.

The City's current contract with Townsend (which is for \$5,000 per month) will expire on June 30, 2023.

The City is also a paying member of the League of California Cities, which among several other services, provides representation services for Morro Bay at the State government level. The total annual fee to be a member is \$6,170 per year to Morro Bay, which is covered by the General Fund. While League support is helpful at the general level for Morro Bay and the other 400+ cities in California, they do not have the capacity to address very specific funding needs and legislative priorities for Morro Bay. Thus, continuing support from Townsend is necessary.

## **Federal Representation**

The City has had federal representation through The Ferguson Group (Ferguson), for the WRF program, offshore wind, COVID-19 funding, and other infrastructure and economic development initiatives since 2016. That representation has been effective for the City, when considering the important role Ferguson representatives played in securing a \$62 million low-interest loan from the U.S. Environmental Protection Agency (Water Innovation and Finance Infrastructure Act loan – commonly referred to as WIFIA). That will save the community approximately \$800,000 - \$900,000 per year in debt payments when compared to a comparable commercial loan. Recently, Ferguson has supported the City in the following ways:

- Supported City with obtaining \$9.3 million in Bureau of Reclamation grant funding for recycled water.
- Obtained \$1.5 million in federal funds for the North T-Pier Project.
- Ongoing support for WIFIA funding.
- Supported the City for several Grant submittals to FEMA for fire-related needs.
- Seeking federal grants and other funding for the Wastewater Reclamation Facility (WRF) project, OneWater infrastructure projects, and other infrastructure projects.
- Keeping the City apprised of other relevant federal legislation and funding opportunities.

The City's current contract with Ferguson (which is \$3,300/month, plus \$2,000 for expenses) will expire on June 30, 2023.

The City also has federal representation for other projects. Our membership in CMANC, the California Marine Affairs and Navigation Conference, is, in effect, a federal advocacy group for our Harbor in general and for dredging support in particular. Our \$1,350 annual membership in CMANC is an important investment in advocating for federal funding for our dredging program of our Army Corps of Engineers-maintained channels. The City also pays into the CMANC pool to cover representation by Carpi and Clay, a government relations firm that specializes in harbor issues. Those costs are pooled between the CMANC represented harbors districts and cities like Morro Bay, at a cost of \$8,400 per year to the City. Annual dredging of our harbor entrance area at a cost of \$3 Million, and every 5-7 years dredging of other bay channels at a cost of \$4 to \$6 Million, represents a significant return on a modest annual investment. These Harbor specific representation service expenses are covered by the Harbor Fund.

## **DISCUSSION**

Staff recommends continuing services with the existing companies providing these services given their acquired knowledge of and experience in Morro Bay's unique interests and financial needs. Staff did solicit proposals from multiple companies for state representation prior to awarding a contract to Townsend as the preferred company in 2021.

### **Townsend Public Affairs Proposal**

Staff recommends approval of the proposed Townsend agreement for state representation services for FY 2023-24 through FY 2025-26 at the rate of \$5,000/month (same rate as this current year). Staff further recommends that the contract be paid in equal parts from the Water/Sewer Funds and the General Fund, given that Townsend will support both the WRF and OneWater projects and other legislative and infrastructure aims of the City in their advocacy work.

### **Ferguson Proposal**

Staff recommends approval of the proposed Ferguson Letter of Agreement for federal representation services for FY 2023-24 through FY 2025-26 at the rate of \$3,300/month, plus up to \$2,000 in incidental costs per year (same rates as this current year). This results in a total not-to-exceed amount of \$124,800 for the three-year period. Staff further recommends that the contract be paid in equal parts from the Water/Sewer Funds and the General Fund, given that Ferguson will support both the WRF and OneWater projects and other legislative and infrastructure aims of the City in their advocacy work.

## **CONCLUSION**

Based on their expertise and proven value in representing local governments at the state and federal level, and on the robust capital needs of the City and need for federal and state funding and support for obtaining such funding, staff recommends that the City move forward with agreements with Townsend and Ferguson to represent the City at the state and federal levels on key City projects and initiatives.

## **ATTACHMENTS**

1. Proposed Professional Services Agreement with Townsend Public Affairs
2. Proposed Professional Services Agreement with The Ferguson Group

**AGREEMENT FOR SERVICES  
BETWEEN CITY OF MORRO BAY AND  
Townsend Public Affairs, Inc.**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this 1st day of July, 2023 by and between City OF MORRO BAY, a California municipal corporation (“**City**”) and Townsend Public Affairs, Inc., a California Corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to

or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as Morro Bay Municipal Code (“**MBMC**”) section 3.08.060 (and as amended), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City’s current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one-hundred and eighty thousand Dollars (\$180,000) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed

necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026.

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this

Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is Chris Townsent, President, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is Sarah Johnson-Rios, Assistant City Manager/Admin Services Director (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City

for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering

bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant's profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect

complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees

that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorney's fees, defense expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between

Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered

confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved

by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver

of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this

Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Morro Bay, 595 Harbor Street, Morro Bay, CA 93442, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and (consistent with, as amended, Chapter 3.08 of the MBMC) by City.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF MORRO BAY, a California municipal corporation

\_\_\_\_\_  
Greg Carpenter  
Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Dana Swanson, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Chris F. Neumeyer, City Attorney

**CONSULTANT:**

Townsend Public Affairs, Inc., a California Corporation

By: \_\_\_\_\_  
Christopher Townsend  
Chief Financial Officer and Secretary

By: \_\_\_\_\_  
Click or tap here to enter text.  
Click or tap here to enter text.  
925 L St #1404, Sacramento, CA 95814

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**
- II. Consultant will perform the following Services:**
  - A. State Legislative Advocacy Services.**
  - B. Grant and Funding Support.**
- III. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:**
  - A. Legislative Action Reports.**
  - B. Grant Opportunity Matrices.**
  - C. State legislative matrices, inclusive of summaries of bills which the City may wish to take formal positions and action on.**
  - D. Submitting and Advocating for State Budget funding.**
- IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:**
  - A. Verbal reports to the City Council as needed.**
  - B. Weekly updates to City Management.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. Christopher Townsend, President**
  - B. Niccolo De Luca, Vice President**
  - C. Casey Elliott, Vice President**
  - D. Alex Gibbs, Grants Manager**
  - E. Andres Ramirez, Senior Associate (Project Manager – Legislation/Advocacy)**
  - F. Christine Rose, Senior Associate (Project Manager – Grants)**
  - G. Kami Martin, Legislative Analyst**

**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

**NOT APPLICABLE**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

- I. Consultant will be compensated for Services provided under this Agreement in accordance with description in Consultant’s Proposal attached hereto.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- IV. Consultant shall perform the following tasks at the following rates:**

	<b>TASK</b>	<b>RATE</b>	<b>TIME</b>
<b>A.</b>	<b>State Legislative Advocacy and Grants and Funding Support</b>	<b>\$5,000</b>	<b>Monthly</b>

**EXHIBIT D**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described below and in Consultant’s Proposal attached hereto.**

**II. Consultant shall perform all Services timely in accordance with the following schedule:**

	<b>TASK</b>	<b>DAYS TO PERFORM</b>	<b>DEADLINE DATE</b>
<b>A.</b>	<b>State Legislative Advocacy and Grants and Funding Support.</b>	<b>Ongoing.</b>	<b>Upon Expiration of Contract.</b>

**III. Consultant shall deliver the following tangible work products to City by the following dates.**

- A. Quarterly presentations to the City Council as needed.**
- B. State legislative matrices, inclusive of summaries of bills which the City may wish to take formal positions and action on – Quarterly. More frequently, as needed.**
- C. Submitting and Advocating for State Budget funding – Annually.**

**AGREEMENT FOR SERVICES  
BETWEEN CITY OF MORRO BAY AND  
The Ferguson Group, LLC**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this 1st day of July, 2023 by and between City OF MORRO BAY, a California municipal corporation (“**City**”) and The Ferguson Group, LLC., a Washington, D.C. Limited Liability Company (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to

or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as Morro Bay Municipal Code (“**MBMC**”) section 3.08.060 (and as amended), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City’s current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one-hundred and twenty-four thousand, eight-hundred Dollars (\$124,800) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings

reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026.

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this

Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is Mike Miller, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is Sarah Johnson-Rios, Assistant City Manager/Admin Services Director (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City

for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering

bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant's profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## 5.2 **General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect

complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees

that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorney's fees, defense expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between

Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered

confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved

by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver

of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this

Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Morro Bay, 595 Harbor Street, Morro Bay, CA 93442, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and (consistent with, as amended, Chapter 3.08 of the MBMC) by City.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF MORRO BAY, a California municipal corporation

\_\_\_\_\_  
Greg Carpenter  
Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Dana Swanson, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Chris F. Neumeyer, City Attorney

**CONSULTANT:**

The Ferguson Group, LLC, a Washington, D.C. Limited Liability Company

By: \_\_\_\_\_  
W. Roger Gwinn  
Chief Executive Officer

By: \_\_\_\_\_  
Click or tap here to enter text.  
Click or tap here to enter text.  
1901 Pennsylvania Avenue NW Suite 700,  
Washington, DC 20006

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**
- II. Consultant will perform the following Services:**
  - A. Federal Legislative Advocacy Services.**
  - B. Grant and Funding Support.**
- III. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:**
  - A. Weekly publications regarding federal policy.**
  - B. Grant Opportunity publications.**
  - C. Special reports and updates relevant to Morro Bay specifically.**
- IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:**
  - A. Verbal reports to the City Council as needed.**
  - B. Regular updates to City Management.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. Mike Miller**

**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

**NOT APPLICABLE**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

- I. Consultant will be compensated for Services provided under this Agreement in accordance with description in Consultant’s Proposal attached hereto.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- IV. Consultant shall perform the following tasks at the following rates:**

	<b>TASK</b>	<b>RATE</b>	<b>TIME</b>
<b>A.</b>	<b>Federal Legislative Advocacy and Grants and Funding Support</b>	<b>\$3,300</b>	<b>Monthly</b>
<b>B.</b>	<b>Reimbursable Expenses</b>	<b>\$2,000 max</b>	<b>Annually</b>

**EXHIBIT D**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described below.**

**II. Consultant shall perform all Services timely in accordance with the following schedule:**

	<b>TASK</b>	<b>DAYS TO PERFORM</b>	<b>DEADLINE DATE</b>
<b>A.</b>	<b>Federal Legislative Advocacy and Grants and Funding Support.</b>	<b>Ongoing.</b>	<b>Upon Expiration of Contract.</b>

**III. Consultant shall deliver the following tangible work products to City by the following dates.**

- A. Quarterly presentations to the City Council as needed.**
- B. Federal legislative and funding publication.**
- C. Submitting and Advocating for Federal Budget funding – Annually.**



June 14, 2023

Mr. Greg Carpenter  
City Manager  
City of Morro Bay  
595 Harbor Street  
Morro Bay, California 93442

RE: Letter of Agreement

Dear Greg:

We at The Ferguson Group (TFG) appreciate the opportunity to assist the City of Morro Bay in developing and carrying forward the City's federal agenda, efforts to secure funding and other favorable consideration for projects including but not limited to the T-Pier, offshore wind, and the Water Reclamation Facility projects.

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit this proposal to continue our work plan associated with the City's federal agenda under the same terms and conditions as currently in place. In addition to advocacy services, TFG will continue providing all our regular weekly publications along with special reports and updates relevant specifically to Morro Bay.

**Contract Period; Retainer Fee; Expenses; Termination**

This agreement between TFG and the City of Morro Bay will commence on July 1, 2023 and continue until June 30, 2026.

TFG will be compensated monthly on a retainer basis for all professional services provided. The City of Morro Bay will be billed \$3,300 per month during the term of this agreement for all professional services provided by TFG in furtherance of the City's federal agenda. The total fees for professional services under this agreement shall not exceed \$39,600 during a 12-month period.

The City will reimburse expenses associated with TFG representing the City; reimbursable expenses shall not exceed \$2,000 during the 12-month agreement period.

Either party may terminate this agreement at any time by giving the other at least thirty (30) days prior notice, in writing, of such termination.

City of Morro Bay  
Letter of Agreement  
June 14, 2023

Again, we appreciate the opportunity to represent the City of Morro Bay. If the terms of this letter of agreement are acceptable, please print two copies, sign both, and return one to us at your earliest convenience.

Sincerely,



W. Roger Gwinn  
CEO

**ACKNOWLEDGED AND AGREED TO BY:**

THE FERGUSON GROUP, LLC



---

W. Roger Gwinn,  
CEO

June 14, 2023  
Date

CITY OF MORRO BAY, CALIFORNIA

---

Greg Carpenter  
Interim City Manager

---

Date

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AGENDA NO: A-2

MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** June 5, 2023

**FROM:** Ted Schiafone, Harbor Director

**SUBJECT:** Approval of a New License Agreement with Cal Poly Corporation for Dedicated Dockage Space on the North T-Pier for a Floating Research and Educational Dock

## **RECOMMENDATION**

Staff recommends the City Council adopt Resolution No. 43-23 approving a two-year License Agreement with Cal Poly Corporation (“Cal Poly”) for dedicated dockage space on the North T-Pier for a floating research and educational dock, to include an option to extend the agreement for two two-year period.

## **ALTERNATIVES**

Council may elect not to approve Resolution No. 43-23 for the new License Agreement as-proposed, and direct staff accordingly.

## **FISCAL IMPACT**

If approved, then there will be an annual revenue increase to the Harbor Department budget of \$1,932.96/year. The expiring License Agreement with Cal Poly is \$4,637.04/year (\$386.42/month), while the proposed new agreement is for \$6,570.00/year (\$547.50/month). As is the existing rate, the new rate is based on the current T-Pier daily rate.

## **BACKGROUND**

In 2019, a License Agreement with Cal Poly was approved for a dedicated location and the placement of a floating dock at the North T-Pier. This platform provides for college research and educational opportunities such as vessel bottom fouling and bottom paint research.

That agreement has been renewed, with updates as needed, on a biannual basis. The current agreement will expire at the end of July 2023. The City has had such an agreement with Cal Poly since 2006.

## **DISCUSSION:**

Cal Poly has determined they wish to continue utilizing the dock at its present location and have requested to renew the agreement. The dock is on the base leg on the “inside” of the pier; as such, loss of space for commercial or other vessels’ use has not been an issue as it is an area of low demand/use.

Prepared By: LS

Dept Review: TS

City Manager Review: GC

City Attorney Review: JWP

Staff is proposing a new License Agreement, included as Attachment 1, highlighting the following:

- Two-year term, with an option for the Harbor Director to administratively extend for two, two-year periods (to align with fiscal year cycles).
- Annual rent of \$6570.00/year (\$547.50/month) plus annual CPI adjustment(s).
- Licensee will be allowed to exclude transient vessels from tying off to the floating dock, along with the exclusive tie up location.

**CONCLUSION**

Staff believes the new agreement for continued use of dockage space at the North T-Pier for Cal Poly's floating research/educational dock is beneficial to both Cal Poly and the City and is recommending its approval.

**ATTACHMENTS**

1. Proposed Draft License Agreement
2. Resolution No. 43-23

TEMPORARY LICENSE AGREEMENT  
FOR USE OF PUBLIC PROPERTY

The City of Morro Bay, a municipal corporation, (“Licensor”) hereby grants to Cal Poly Corporation, a California non-profit corporation (“Licensee”) a license (“this License”) for use of the real property located on the City North T-Pier at 1275 Embarcadero, Morro Bay, CA, illustrated on the attached Exhibit A (the “Premises”), subject to all the following terms and conditions:

1. USE: Subject to all the provisions of this License and only in recognition of the purpose set forth in this Paragraph, Licensee shall have permission to use of the Premises solely for dockage of a 24’ x 12’ floating dock (the “Floating Dock”) and associated equipment.

Licensee will be allowed to exclude transient vessels from tying off to the Floating Dock. Licensee may tie Licensee owned vessels to floating dock for an additional charge at the rate set forth in the City’s Master Fee Schedule for T-Pier dockage.

No storage of hazardous materials of any sort will be allowed, including, but not limited to, such materials as fuels, chemicals, paints and oils, except for emergency vessels.

The foregoing shall be defined as the “Permitted Uses.”

The parties agree Licensee’s use of the Premises for the Permitted Uses shall be exclusive of any other use or user, except that of Licensor, subject to Paragraph 18, below.

2. LICENSOR REQUIREMENTS: In connection with the Permitted Uses, Licensee shall comply with all applicable Federal, State and local laws rules and regulations, including payment of local business taxes, if applicable.
3. EFFECTIVE DATE OF LICENSE: This License shall be effective on the later of July 1, 2023, or upon the date it is signed on behalf of Licensor, as long as it has also been signed on behalf of Licensee (the “Effective Date”).
4. TERM: The term of this License shall be for the period from the Effective Date, through June 30, 2025, (the “Term”) or termination pursuant to Paragraph 16, below.
5. RENEWAL: Upon expiration of this License Licensor’s Harbor Director may administratively execute two two-year renewals of this License (the “Extended Term”). The Extended Term shall be effective only if an amendment to this License is signed by Licensor’s Harbor Director, or designee and Licensee. If a first Extended Term becomes effective, then the Extended Term shall expire on June 30, 2027 or termination pursuant

to Paragraph 16, below. If a second extended Term becomes effective, then the Extended Term shall expire on June 30, 2029 or termination pursuant to Paragraph 16, below.

6. FEES: Licensee shall pay to Licensor a minimum guaranteed annual license fee for the use of the Premises, in an initial amount of \$6,570.00 per year payable in advance in equal semiannual installments on January 1 and July 1 each year during the term of the License (the "License Fee").

The Parties agree, commencing July 1, 2020, as of every July 1 following the Effective Date (each, a "CPI Adjustment Date"), except as outlined in section 2.03 hereof, the Annual Minimum Rent shall be adjusted in direct proportion to any upward movement in the Consumer Price Index for January 1, 2023 which is hereby agreed to be 318.591 (Base Index). The percentage adjustment for any given year shall be based on the monthly average Index for the calendar year immediately preceding the CPI Adjustment Date as compared with the Base Index. The Consumer Price Index referred to herein is the Consumer Price Index (all items indexes, all urban consumers) for Los Angeles – Long Beach - Anaheim, California, compiled and published by the United States Department of Labor, Bureau of Labor Statistics, 1982-84 Base Year = 100 (the "Index")

The Annual Minimum Rent shall be adjusted as of each CPI Adjustment Date, and will remain in effect as adjusted until the next CPI Adjustment Date. As an illustration only, if the Base Index (Jan. 1, 1999 CPI) is 166.1 and the monthly average CPI for 2000 is 171.6, then the percentage increase is equal to 3.31%. Therefore, the Annual Minimum Rent would be increased by 3.31% as of July 1, 2001, and would continue at that rate through June 30, 2002.

7. OPERATION COSTS: Licensee may use the existing water and electrical services on the pier at no additional charge. If at some future date Licensee desires to install additional services specific to Licensee's vessels, then Licensee is responsible for all costs of installation and maintenance of any and all utilities or services required by Licensee on the pier. Licensor shall not be liable for the failure of utilities or services to the pier.
8. MAINTENANCE: Licensee shall be responsible to maintain the Premises in a clean and presentable manner and keep the area abutting the Premises free from waste, debris, trash and other rubbish. Upon termination this License for any reason, Licensee shall leave the Premises free from waste, debris, trash, pollution/spills and other rubbish and in a good condition, subject to normal wear and tear.
9. SIGNS: Any and all signs installed or used by Licensee that are visible to the public from outside the Premises shall not be installed or used without the prior written approval of Licensor's Harbor Director, and subject to all applicable Licensor zoning laws, rules and regulations and all required land use Licensor approvals and permits shall be obtained.

10. IMPROVEMENTS: Licensee shall not make any improvements to the Premises without prior approval from Licensor's Harbor Director. Upon termination of this License for any reason, any improvements of any kind installed by or on behalf of Licensee and left on Premises shall become the property of Licensor at no cost whatsoever, including any damages for condemnation, inverse condemnation or relocation benefits or loss of goodwill, however, Licensee and Licensor further agree that Licensor has the option and right to require Licensee to remove any improvements of any kind installed by or on behalf of Licensee upon the Premises at the termination of this License, however occurring, providing Licensor gives Licensee notice, in writing, no later than thirty days prior to termination of License. If Licensor exercises such option and Licensee fails to remove such improvements within sixty days after termination of License, Licensor shall have the right to have such improvements removed at expense of Licensee.
11. LICENSEE OBLIGATIONS: Termination of this License shall not terminate Licensee's obligations pursuant to Paragraphs 12, 13, 14, 15, 16 and 17.
12. TAXABLE INTEREST: This License is not intended to create any interest in real property. If it is determined, by a governmental agency duly authorized to make such decision, this License creates any taxable interest, including, but not limited to, a possessory interest, then Licensee shall be solely responsible to pay such taxes to the extent such taxes are required by law to be paid.
13. HOLD HARMLESS: Licensee agrees to and hereby does hold harmless, indemnify and defend Licensor and its officers, agents and employees ("Indemnitees") from any claim, judgment, liability, award, damages, loss or expense, including reasonable attorney's fees and court costs, arising out of or related to the use of the Premises by Licensee, including, but not limited to, any hazardous materials releases; provided, that Licensee's obligation to indemnify and hold harmless shall apply only to the extent Licensee, its officers, employees or agents caused the claim, loss or expense. For purposes of this License, hazardous materials shall mean any materials as defined by State or Federal laws.
14. INSURANCE: Without limiting the obligation set forth in the immediately preceding sentence, during the term of this License Licensee shall provide evidence of insurance as provided in Exhibit B.
15. NO LIENS ON PREMISES: Licensee shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be recorded or enforced against the Premises for any work done or materials furnished thereon at the instance of requirement of or on behalf of Licensee; and Licensee agrees to indemnify and hold harmless Licensor and the Premises against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with such work done, labor performed or material furnished in connection with Licensee's use of the Premises.
16. RIGHT TO TERMINATE/NO DISPLACEMENT LIABILITY: Either party shall have the right to terminate this License, with or without cause, upon thirty-days' (30-days') written notice to the non-terminating party. Licensor shall not be liable (i) for any displacement or relocation benefits or expenses experienced by Licensee, (ii) for

reimbursement for any improvements installed by Licensee or (iii) for any damages in condemnation, inverse condemnation, loss of goodwill or other legal or equitable bases resulting, directly or indirectly, from any action or inaction of or on behalf of Licensor that may be in any way connected with any termination of this License for any reason or any relocation of Licensee from the Premises for any reason. Upon termination of this License, Licensee shall no longer be responsible for any fees under this License, as specified in Paragraph 5 of this License.

17. GOVERNING LAW: The terms of this License shall be interpreted according to the laws of the State of California. If arises out of this License, then venue shall be in the Superior Court of San Luis Obispo County.
18. LICENSOR USE OF PREMISES: Licensor may use the Premises for dockage; provided, that such use shall not unreasonably interference with or prevent in any substantial way Licensee's ability to utilize the Premises for the purposed set forth herein; and provided, further, that Licensor shall be responsible for all operation costs and maintenance for the portion of the Premises it or Licensor uses or occupies. In addition, without any implied or expressed limitation on Licensor's authority and right to access and inspect the Premises in its governmental capacity, Licensor shall have the right to access at any time to the Premises for inspections.
19. TRANSFERABILITY AND ASSIGNABILITY: The License is neither transferable nor assignable by Licensee without the written consent of Licensor.
20. NOTICES: All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Licensor:

City of Morro Bay  
Attn: Harbor Director  
1275 Embarcadero  
Morro Bay, CA 93442

With Copy to:

Chris Neumeyer  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612

To Licensee:

Julia Pierce  
Contracts and Grants Analyst  
Cal Poly Corporation  
1 Grand Avenue 38-102  
San Luis Obispo, CA 93407-0707  
(805) 756-5347

jpierc15@calpoly.edu

21. ENTIRE AGREEMENT: This License (i) constitutes the entire agreement of the parties hereto relating to the use, operation and maintenance of the Premises and (ii) shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Premises. This License shall not be modified in any particular except by a written amendment duly executed by the parties.

LICENSEE

Dated: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

LICENSOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Carpenter, Interim City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Chris Neumeyer, City Attorney

EXHIBIT A  
AERIAL OF PREMISES

(Immediately behind this page)

Exhibit A  
North T-Pier Aerial of Premise



**CITY OF MORRO BAY  
EXHIBIT B**

**INSURANCE REQUIREMENTS**

*Prior to the beginning of and throughout the duration of the Agreement, Licensee will maintain insurance in conformance with the requirements set forth below. Licensee will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Licensee agrees to amend, supplement or endorse the existing coverage to do so. Licensee acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Licensor in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to Licensor. Licensee shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Licensee owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Licensee or Licensee’s employees will use personal autos in any way on this project, then Licensee shall provide evidence of personal auto liability coverage for each such person.

Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits, if required.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to Licensor for injury to employees of

**City of Morro Bay**  
**Exhibit B**

Licensee, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of Licensor following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

*Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Licensee. Licensee and Licensor agree to the following with respect to insurance provided by Licensee:

1. Licensee agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds Licensor, and its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Licensee also agrees to require all Licensees, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Licensee, or Licensee's employees, or agents, from waiving the right of subrogation prior to a loss. Licensee agrees to waive subrogation rights against Licensor regardless of the applicability of any insurance proceeds, and to require all Licensees and subcontractors to do likewise.
3. All insurance coverage and limits provided by Licensee and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Licensor or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Licensor and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Licensee or subcontractor.
6. Licensee shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect Licensor's protection without Licensor's prior written consent.

**City of Morro Bay**  
**Exhibit B**

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Licensee's general liability policy, shall be delivered to Licensor at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, Licensor has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by Licensor shall be charged to and promptly paid by Licensee or deducted from sums due Licensee, at Licensor's option.
8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Licensee or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to Licensor.
9. Licensee agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Licensee, provide the same minimum insurance coverage required of Licensee. Licensee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Licensee agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to Licensor for review.
10. Licensee agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Licensee, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to Licensor. If Licensee's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to Licensor. At the time Licensor shall review options with the Licensee, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
11. Licensor reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Licensee 90-days' advance written notice of such change. If such change results in substantial additional cost to the Licensee, then the City Council will consider a reduction in the license fee proportional to the increase benefit to Licensor, if any.
12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Licensee acknowledges and agrees that any actual or alleged failure on the part of Licensor to inform Licensee of non-compliance with any insurance requirements in no way

**City of Morro Bay**  
**Exhibit B**

imposes any additional obligations on Licensor nor does it waive any rights hereunder in this or any other regard.

14. Licensee will renew the required coverage annually as long as Licensor, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until Licensor executes a written statement to that effect, which shall not be unreasonably delayed or denied.
15. Licensee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Licensee's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Licensor within five days of the expiration of the coverages.
16. The provisions of any workers' compensation or similar act will not limit the obligations of Licensee under this agreement. Licensee expressly agrees not to use any statutory immunity defenses under such laws with respect to Licensor, its employees, officials and agents.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. Licensee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Licensor or Licensee for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to Licensor. It is not the intent of Licensor to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Licensor for payment of premiums or other amounts with respect thereto.

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**Exhibit B**

21. Licensee agrees to provide immediate notice to Licensor of any claim or loss against Licensee arising out of the work performed under this agreement. Licensor assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Licensor.

**RESOLUTION NO. 43-23**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
APPROVING A LICENSE AGREEMENT WITH  
THE CAL POLY CORPORATION FOR DEDICATED DOCKAGE SPACE ON THE  
NORTH T-PIER FOR A FLOATING RESEARCH AND EDUCATIONAL DOCK**

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

**WHEREAS**, in 2019 the City of Morro Bay entered into a two-year License Agreement, with one two-year option for renewal with the Cal Poly Corporation for a dedicated location and the placement of a floating dock at the North T-Pier, and

**WHEREAS**, the Cal Poly Corporation wishes to continue the use and enter into a new two-year License Agreement, with an option to renew for an additional four years; and

**WHEREAS**, the Cal Poly Corporation and City have agreed to terms and conditions of a new two-year License Agreement.

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

Approval of a License Agreement with the Cal Poly Corporation for a two-year license agreement (with two, two-year options for extensions) for a dedicated location and the placement of a floating dock at the North T-Pier for research and education is hereby approved and the Mayor is hereby authorized to execute the lease document.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on the 27th day of June 2023 on the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

\_\_\_\_\_  
Carla Wixom, Mayor

ATTEST:

\_\_\_\_\_  
Dana Swanson, City Clerk

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AGENDA NO: A-3

MEETING DATE: June 27, 2022

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** June 19, 2023

**FROM:** Greg Carpenter, Interim City Manager

**SUBJECT:** Approval of Amendment No. 7 to Contract Services Agreement with Aleshire & Wynder, LLP for City Attorney Services

## RECOMMENDATION

City Council approve Amendment No. 7 to the contract services agreement with Aleshire & Wynder, LLP for city attorney services.

## FISCAL IMPACT

The FY 23/24 budget for legal services supports the amendment of a three percent increase in net legal rates (keeping such rates in-step with a three percent increase in City staff compensation for FY 23/24) constituting an adjustment of approximately \$21,700 for FY 23/24.

## BACKGROUND

In March 2014 the City Council entered into a contract services agreement with the law firm of Aleshire & Wynder, LLP (A&W) to provide contract city attorney services from a full-service law firm.

A&W is a full-service public agency law firm with over sixty attorneys and with offices from the San Francisco Bay area to San Diego. A&W provides general legal services to the City such as preparation of contracts, ordinances and resolutions, attendance at Council meetings, providing general legal advice to Council Members and City Hall staff and other routine legal services.

A&W's team of attorneys also provides the City a deep bench of legal specialists as required by the City, whether the need is for labor and employment, real property development, environmental law, public finance, torts, public safety, refuse and recycling, negotiations, real estate, land use and zoning, complex litigation, franchises, water law, constitutional law, appeals, election law or any of the other legal needs of the City. Retaining a full-service law firm adept in these specialties - rather than sole or limited-service legal counsel - saves the City the costs of hiring outside legal specialists who generally impose much higher rates for special-contract projects.

The contract services agreement was amended in December 2014 to remove the title of interim, was amended on June 9, 2015 to reduce evaluations to once annually and was further amended effective January 1, 2019 to appoint A&W partner Chris F. Neumeyer as City Attorney. Since retaining A&W in 2014, Council has adjusted the A&W contract services agreement three times to provide for a rate

Prepared By: GC

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

City Manager Review: GC

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

increase. The contract does not automatically adjust rates based on the CPI.

On June 12, 2018 Council provided a \$10 per hour increase by contract amendment. Consistent with a 7% compensation increase from 2019-21 for City employees (represented by SEIU), Council in 2021 approved a second increase of about 7% for A&W through a contract amendment. In 2022, consistent with a 6% increase in compensation for City employees (represented by SEIU), Council approved a third compensation increase of about 6% for A&W through an amendment.

### **DISCUSSION**

City employees (represented by SEIU) will receive a 3% net increase in compensation, as well as additional benefits, for the fiscal year 2023-24. City Manager proposes an equivalent amendment to the A&W contract services agreement of about a 3% net increase in hourly rates.

A&W for general legal services has an hourly rate of \$190/hour for the first 50 hours (per month) of all general services legal work, \$210/hour for work over 50 hours (per month) of all general services legal work, and \$235/hour for all special services legal work. General legal services include routine city attorney work such as drafting contracts, preparing routine ordinances and resolutions, attending Council meetings, providing legal advice to Council Members and City staff, legal review of Council agenda items and similar general legal work. Special services include specialized legal work for matters such as labor negotiations, public finance, litigation, personnel matters, rent control, assessments and real estate.

The rates charged by A&W for legal services work are below the average for other cities in the County. There is a greater difference in the special legal services rate. Six of the seven cities in SLO County contract with a firm for legal services (the exception being the City of San Luis Obispo). The average blended (i.e., associate and partner rates together) hourly rate for special legal services at the other cities in the County who contract with a full-service firm like A&W for legal services is \$301/hour, and the average partner rate for special legal services is \$312/hour.

The rate increase is proposed only for the special services rate. Specialized legal services represent about 1/3 of the legal work performed monthly by A&W. Thus, to effect the proposed net rate increase of 3% in keeping with City employee compensation schedules, and without raising any general legal services rates, the increase is proposed to apply to just the special services rate (1/3 of the work) with a 9% increase. The new hourly rate for special services legal work is proposed to be \$256/hour. The rates for general legal services work are not proposed for an increase and remain at \$190/hour for the first 50 hours of monthly legal work and \$210/hour for legal work over 50 hours each month. The proposed rates remain below average for the other cities in the County with full-service law firms.

### **CONCLUSION**

City Manager recommends Council approve Amendment No. 7 to the contract services agreement with Aleshire & Wynder, LLP for city attorney services.

### **ATTACHMENT**

1. Amendment No. 7 to Contract Services Agreement with Aleshire & Wynder, LLP

**CITY OF MORRO BAY**  
**AMENDMENT NO. 7 TO CONTRACT SERVICES AGREEMENT**

**ALESHIRE & WYNDER, LLP**  
**City Attorney Services**

This Amendment No. 7 is made and entered into by and between the CITY OF MORRO BAY, a California municipal corporation, hereinafter referred to as "City," and ALESHIRE & WYNDER, LLP, a California limited liability partnership, hereinafter referred to as "A&W."

WHEREAS, on March 1, 2014, the parties entered into a contract services agreement (Agreement) for the interim provision of city attorney legal services, which was amended December 9, 2014 to delete the references to interim, amended June 9, 2015 to reduce evaluations to once annually, and further amended effective January 1, 2019 to appoint A&W partner Chris F. Neumeyer as City Attorney; and

WHEREAS, since retaining A&W in 2014, Council has amended the contract services agreement with A&W three times to provide for a compensation increase, first in 2018 for a \$10 per hour increase, then in 2021, consistent with a 7% increase in compensation for City employees (represented by SEIU) from 2019-21, Council approved a second compensation increase of about 7% for A&W, and then in 2022, consistent with a 6% increase in compensation for City employees (represented by SEIU) in 2022, Council approved a third compensation increase of about 6% for A&W; and

WHEREAS, City employees (represented by SEIU) will receive a 3% net increase in compensation, as well as additional benefits, effective July 1, 2023; and

WHEREAS, City desires to provide A&W with a rate increase consistent with recent compensation increases for City employees (represented by SEIU), through about a 3% net increase in hourly rates for A&W through amendment to the Agreement; and

WHEREAS, A&W for general legal services has an hourly rate of \$190/hour for the first 50 hours (per month) of general services legal work, \$210/hour for work over 50 hours (per month) of general services legal work, and \$235/hour for special services legal works; and

WHEREAS, generally special services legal work is about 1/3 of the legal work performed monthly by A&W; and

WHEREAS, City desires to provide a rate increase in only the hourly rate for special services legal work, and as such a 3% increase applied to the hourly rate for 1/3 of the legal work performed monthly would be a 9% increase for just the special services hourly rate (with general services rates not being increases); and





AGENDA NO: A- 4

MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** June 19, 2023

**FROM:** Gregory Kwolek, Public Works Director  
Damaris Hanson, Utilities Division Manager  
Dan Heimel, Confluence Engineering Solutions

**SUBJECT:** Presentation of Annual Water Supply and Demand Assessment and Allocation of Water Equivalency Units (WEU) for Fiscal Year (FY) 2023/24

## **RECOMMENDATION**

Staff recommends the City Council:

1. Receive and file staff findings and strategies resulting from the Annual Water Supply and Demand Assessment;
2. Allocate 50 WEUs for residential development (30 SFR and 20 MFR) and 65 for commercial development for a total of 115 WEUs for FY2023/24; and
3. Approve Resolution No. 44-23 to allocate 50 WEUs for residential development and 65 for commercial development for a total of 115 WEUs for FY 2023/24.

## **ALTERNATIVES**

As an alternative to the proposed allocation of 115 WEUs, City Council could modify the allocation of WEUs for FY 2023/24 by increasing or decreasing the total amount allowed by Ordinance No. 266.

## **FISCAL IMPACT**

There is no direct fiscal impact associated with the allocation of the WEUs.

## **ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT**

Updates to the California Water Code now require Urban Water Suppliers to prepare an Annual Water Supply and Demand Assessment (AWSDA) and submit an AWSDA Report to the California Department of Water Resources (DWR) by July 1<sup>st</sup> of each year. The AWSDA is an evaluation of a water utility's ability to reliably provide water to meet its customers' demands for the current year and one additional dry year. The evaluation is performed on a monthly time-step basis and compares anticipated available supply with anticipated demand to forecast potential water surpluses and shortages. The results of the AWSDA are used to help inform the City on how to implement its Water Shortage Contingency Plan and which Water Shortage Level and Demand Reduction Actions the City should require to ensure there is enough water for a potential upcoming dry year.

The summary of the City's FY 2023/24 AWSDA is presented here in the following order:

- Water Supply Background
- FY 2023/24 Projected Water Supplies

Prepared By: GK, DH, DH

Dept Review: GK

City Manager Review: GC

City Attorney Review: LNL

- Current Water Conservation Requirements
- Annual Water Supply and Demand Assessment

### Water Supply Background

The City of Morro Bay’s primary source of water is imported water from the State Water Project (SWP). During periods when SWP supplies are limited or unavailable (i.e., extended droughts or annual SWP shutdowns for maintenance) the City relies upon water pumped from the Morro Valley Groundwater Basin (Morro Basin). During 2022, SWP Water provided 96% of the City’s drinking water and the Morro Basin Wells provided the remaining 4%.

### State Water Project

In 1963, the San Luis Obispo County Flood Control and Water Conservation District (District) entered into a long-term water supply contract (Contract) with DWR for a Table A Allocation of up to 25,000 acre-feet per year (AFY) of water from the SWP<sup>1</sup>. In the 1990s, the City and 10 other agencies (Subcontractors) entered into contracts with the District to take delivery of up to 4,830 AFY of treated SWP water, referred to as their Water Service Amount (WSA). The District then entered into an agreement with the Central Coast Water Authority (CCWA) for the construction and operation of a water treatment plant to treat the Subcontractors SWP water prior to delivery in San Luis Obispo County. The Subcontractors additionally entered into agreements with the District for an additional 5,707 AFY of SWP Water, referred to as drought buffer, to provide additional water supply reliability for years when SWP allocations are less than 100%<sup>2</sup> (see table below). The remaining 14,463 AFY of District SWP Allocation is referred to as the District’s unsubscribed allocation.

The City’s SWP Water is conveyed from the San Joaquin-Sacramento Delta via the California and Coastal Branch Aqueducts. The water is then pumped up to and treated at the Polonio Pass Water Treatment Plant, which is near the junction of Highways 41 and 46. From the water treatment plant, the water is then delivered via gravity to the City through the Coastal Branch and Chorro Valley Pipelines (see map below)<sup>3</sup>.

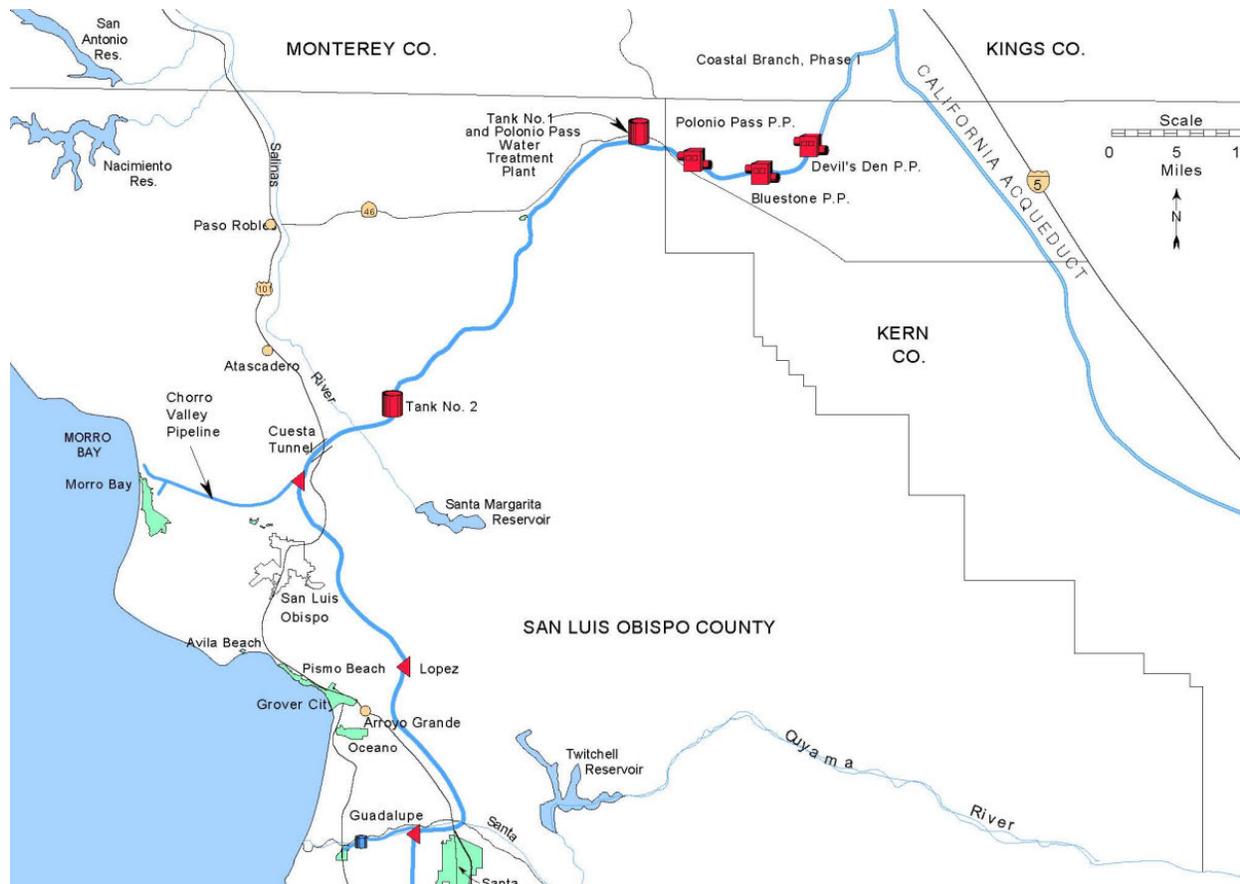
Subcontractor	WSA (AFY)	Drought Buffer (AFY)	Total Allocation
CSA 16 (Shandon)	100	-	100
CMC	400	400	800
County Ops Center	425	425	850
Cuesta College	200	200	400
City of Morro Bay	1,313	2,290	3,603
City of Pismo Beach	1,240	1,240	2,480
Oceano CSD	750	750	1,500
SMMWC	275	275	550
Avila Beach CSD	100	100	200
Avila Valley MWC	20	20	40
San Luis Coastal USD	7	7	14
District Unsubscribed Allocation		14,463	14,463
<b>Total</b>	<b>4830</b>	<b>21,170</b>	<b>25,000</b>

<sup>1</sup>The District is one of 29 agencies that entered into substantially similar contracts with DWR. They are collectively known as “SWP Contractors”.

<sup>2</sup>DWR establishes an annual amount of SWP water (Annual Allocation) available to SWP Contractors prior to and during each calendar year. The analysis used to establish the allocation includes, but is not limited to, predicted and actual hydrologic conditions and legal requirements. <https://water.ca.gov/Programs/State-Water-Project/Operations-and-Maintenance>

<sup>3</sup>Additional information on the SWP in San Luis Obispo County is available on the District’s website here: <https://www.slocounty.ca.gov/Departments/Public-Works/Committees-Programs/State-Water-Project-and-Subcontractors-Advisory-Co.aspx>.

The City has a WSA of 1,313 AFY and a Drought Buffer of 2,290 AFY, as shown in the above table. To calculate the amount of SWP Water available to the City in a given year, its WSA and Drought Buffer are summed and multiplied by DWR's Annual Allocation (e.g. 5% for 2022). Though City SWP deliveries within a given year cannot exceed its WSA, the City has the ability to store a portion of its unused SWP water in San Luis Reservoir for use in future dry years (Stored SWP).



**Morro Basin**

The Morro Basin Wellfield is located near Lila Kaiser Park, consists of 7 wells, and can provide sufficient water from the Morro Basin to meet the City's water demand for a limited period of time. The City has permits with the State Water Resource Control Board that allow for the extraction of up to 581 AFY of water from the Morro Basin, which by itself does not meet the City's current water demands of approximately 1,100 AFY. The water pumped from the Morro Basin has elevated levels of nitrates that require treatment through the City's Brackish Water Reverse Osmosis (BWRO) facility prior to entering the distribution system. Approximately 25% of the water extracted from Morro Basin is rejected as concentrate during the treatment process and discharged into the ocean.

**FY2023/24 Projected Water Supplies**

In 2022, the City had utilized all the SWP Water it had allocated for that year (i.e. 180 AF due to a 5% Annual Allocation) and its stored water in San Luis Reservoir and was reliant upon District stored water for its SWP supplies. However, due to historic precipitation in 2023, DWR has set

the Annual Allocation for SWP water deliveries at one hundred percent (100%) for this year. Due to this maximum allocation from the SWP this year the City has access to 3,603 AF in 2023 (i.e.  $1,313 + 2,290$ ) \* 100%). This far exceeds the City's anticipated demand for water this year of approximately 1,100 AF and therefore the City anticipates being able to meet its demands for 2023 and by storing the surplus water have sufficient water remaining for 2024, even if the 23/24 rain season is dry and the annual allocation from the SWP is low. As described, the City as a District Subcontractor has the ability to store SWP Water in San Luis Reservoir for future years. The equations that govern how much SWP Water the City can store in San Luis Reservoir are shown here:

Where:

- W = Available SWP Water
- T = Table A Water
- B = Drought Buffer
- A = Annual Allocation
- $W = (T + B) \times A$
- S = Amount Eligible for Storage

For deliveries from 0% to 50% the maximum storage allowed is 25% of the available water as shown in Equation 1.

**Equation 1:**  $0 \leq A \leq 50\%$ ,  $S \leq 25\% \times W$

For deliveries from 51% to 74% the maximum storage allowed is 25% plus 1% for every percentage point over 50% that is delivered as shown in Equation 2.

**Equation 2:** For  $50\% < A < 75\%$ ,  $S \leq [(A - 50\%) + 25\%] \times W$

For deliveries 75% and over the maximum storage allowed is 50% of the available water as shown in Equation 3.

**Equation 3:** For  $A \geq 75\%$ ,  $S = 50\% \times W$

**Sample Calculations:**

A = 20%  
 Maximum Storage,  $S = 25\% \times W$  **Equation 1**  
 $S = 25\% \times W$   
 $S = 25\% \times [(T + B) \times A]$   
 $S = 25\% \times [(1,313 + 2,290) \times 20\%]$   
 $S = 180 \text{ AF}$

A = 65%  
 Maximum Storage,  $S = [(A - 50\%) + 25\%] \times W$  **Equation 2**  
 $S = [(A - 50\%) + 25\%] \times W$   
 $S = [(A - 50\%) + 25\%] \times (T + B) \times A$   
 $S = [(65\% - 50\%) + 25\%] \times [(1,313 + 2,290) \times 65\%]$   
 $S = 937 \text{ AF}$

A = 85%  
 Maximum Storage,  $S = 50\% \times W$  **Equation 3**  
 $S = 50\% \times W$   
 $S = 50\% \times [(T + B) \times A]$   
 $S = 50\% \times [(1,313 + 2,290) \times 85\%]$   
 $S = 1,531$

**Actual Calculation for the maximum storable City water in 2023:**

The calculation for the amount of SWP water the City can store in San Luis Reservoir in 2023 is shown below.

2023 Annual Allocation (A) = 100%		
Maximum Storage,	$S = 50\% \times W$	<b>Equation 3</b>
$S = 50\% \times W$		
$S = 50\% [(T + B) \times A]$		
$S = 50\% [(1,313 + 2,290) \times 100\%]$		
$S = 1,802$		

Of note, SWP water is an interruptible source of supply. For example, if there is an infrastructure failure or other emergency, the City could be without water from this source. Additionally, there are scheduled “shutdowns” once a year for routine maintenance, typically in November with a duration from 1-2 weeks, but which can extend up to a month. During these periods the City relies upon water from its Morro Basin wells and BWRO facility. Included in the AWSDA is an assumption that the SWP will be shut down for two weeks in November 2023.

**Current Water Conservation Requirements**

On March 24, 2023, Governor Newsom announced the easing of drought restrictions that were in place since 2021. The Winter Storms of 2023 have dramatically changed the drought conditions in the State of California, and locally, for the County of San Luis Obispo. The State announced increased water deliveries to 29 public agencies that serve 27 million Californians, now expecting to deliver 100% of requested water supplies.

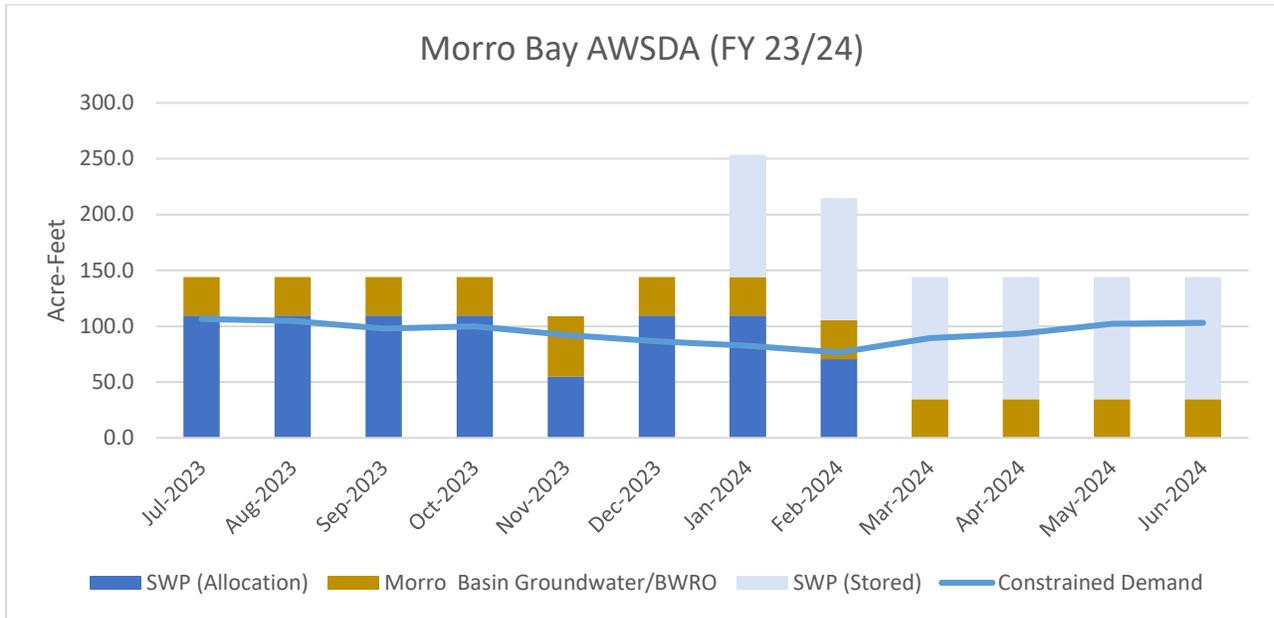
Due to the rainy winter season and subsequent increase in State Water allocation, as well as the Governor’s proclamation to easing of water restrictions, the City Council reduced the water conservation requirements from Severely Restricted Conditions to Moderately Restricted Conditions at the April 25, 2023, meeting.

**Annual Water Supply and Demand Assessment**

To comply with new State requirements mentioned above, City Staff prepared a draft AWSDA that included the following assumptions:

- SWP supply availability for 2023 is based on current conditions (i.e., 100% Annual Allocation).
- SWP supply availability for 2024 assumes a 5% Annual Allocation (Drought Year) and access to 1,802 AF of Stored SWP Water in San Luis Reservoir.
- SWP shutdown occurring in November 2023 is assumed to last 2 weeks.
- Morro Basin supply availability based on amount of water available under City’s water rights permit.
- Unconstrained demand estimates (i.e., anticipated demand without demand reduction actions in place) were obtained from the 2020 UWMP. Seasonal demand patterns were based on historical demands.
- Constrained demand estimates assumed to be based on Water Shortage Contingency Plan Level 2 implementation and an associated reduction in demand of 10%.

A summary graph illustrating the City’s FY 23/24 AWSDA is provided below. The colored columns represent the anticipated amount of water available from each of the City’s sources of supply and the colored lines represent the amount of anticipated demand. The relative position of the supply columns and the demand lines indicate whether there is an anticipated surplus (i.e., supply columns greater than demand lines) or a shortage (i.e., demand lines greater than supply columns).



The following table summarizes City’s anticipated available supply and utilization of water in 2023.

Supply Source	Available Supply (AF)	Anticipated Usage (AF)	Remaining Supply (AF)	Supply Eligible for Storage (AF)	Anticipated Unused Water (AF)
SWP	3,603	1,097	2,506	1,802	704
Morro Basin/BWRO	436	37	398		398
<b>Total</b>	<b>4,039</b>	<b>1,134</b>	<b>2,904</b>	<b>1,802</b>	<b>1,103</b>

Based on the results of AWSDA, it is anticipated that the City will have sufficient water to meet its customers’ demands for FY 23/24 through use of the following strategies:

1. Maintain Water Shortage Contingency Plan Stage 2
2. Utilize City SWP Water Allocation for 2023 to meet majority of anticipated demand
3. Utilize Morro Basin Water through the BWRO during the November 2023 SWP Shutdown

**WATER EQUIVALENCY UNITS (WEU)**

***Background***

In 1984 the citizens of Morro Bay adopted Measure F, codified as Ordinance 266 in MBMC as Chapter 13.20, as a “Growth Management System”. This measure set a maximum population of 12,200 by the year 2000. To accomplish the housing needs of this population growth, Measure F set a maximum number of housing units to a limit of 70 new units per year with a maximum variation in the number of units in a year cannot exceed 10 percent or 77 WEUs for residential units. City Council acted on August 27, 2007, to reduce the number of allocated housing units to

<b>Prepared By:</b> GK, DH, DH	<b>Dept Review:</b> GK
<b>City Manager Review:</b> GC	<b>City Attorney Review:</b> LNL

50 new housing units. Ordinance No. 266 requires the WEU allocation mix to consist of 60% single family residential dwellings and 40% multi-family residential dwellings. Since housing and population growth has not increased to the Measure F projected population of 12,200, new housing units can still be issued. The population growth estimates in the General Plan predict reaching the Measure F established population in 2040.

A WEU is defined as a unit of measure for water use equal to the average amount of water used by a single-family residence over the period of one year. Based on calculations completed in 2016, a WEU is 8,732 cubic feet (0.2 AF) of water or 90 gallons per capita per day (GPCD). This amount was lowered in the 2016 calculation from previous years due to the historical trend of lower water use per capita compared to previous years. The intent of the WEU allocations is to regulate the addition of new water users to the City's water system and to ensure the demand for water shall not exceed available water supply.

### ***Water Equivalency Unit Program***

WEUs are issued to new projects based on the projects potential water use. WEUs are issued with planning permit approvals, therefore this water use is projected to be in the future demands, not within the current or even next fiscal year water demands. Due to this water use being "delayed", the City relies on its Urban Water Management Plan's supply and demand comparisons for future multiple dry year droughts to test adequacy of its water supply portfolio to meet future demands, including new developments that require WEUs.

The City performed a water service reliability forecast as part of its Urban Water Management Plan to determine water supply availability in a hypothetical 5-year drought scenario that was based on real world data from the worst 5-year consecutive drought period on record. This forecast showed that with City stored SWP water and the IPR program, the City's future water supply portfolio will be sufficiently reliable to provide water during such a scenario. This further demonstrates that there is water available for future development in the City.

### Summary of WEU FY 2022-23 activity:

The City Council authorized 115 WEUs for FY 2022-23, including 30 WEUs to be used for single-family dwellings, 20 for multiple-family dwellings, and 65 allowed for commercial/industrial uses. Those WEUs were allocated on a first-come, first-serve basis. The tracking of the WEUs utilized for FY 2022-23 indicates only 1 of the 115 WEUs allocated were used:

- Single-Family Residential: 1
- Multi-Family Residential: 0
- Commercial: 0

This is not a comprehensive list of all building activity, but rather a list of those activities which required a WEU allocation in the past fiscal year. A WEU is only required for single family residential and multi-family residential when development is on an empty lot or when a change in use is proposed, i.e., changing from office building to apartment. Many of the projects for FY 2022/23 are Accessory Dwelling Units (ADU) and per State Law these units are to be treated the same as the existing residence with no greater impact than the existing residence, and as such, ADUs do not require allocation of WEUs.

Looking ahead at the planning projects in the que for remainder of FY 2022/23, staff sees no need to adjust the number of WEUs for next fiscal year. Looking forward to next fiscal year, the Community Development Department is expecting one larger scale development to potential begin the planning process towards the end of the fiscal year. It is anticipated that the staff recommended WEUs will be sufficient to move that project and other projects forward. As such, staff recommends the FY 2023-24 WEU allocation include 50 WEUs for residential development

and 65 WEUs for commercial development for a total of 115 WEUs.

### Public Meetings

The Annual Water Supply and Demand Assessment and the Water Equivalency Allocation for FY2023/24 was presented to Planning Commission on June 6, 2023, and the Public Works Advisory Board on June 21, 2023. In addition to approving the City Staff's recommendations, the Planning Commission provided the following additional input for City Council consideration:

- The Planning Commission encourages and supports the accelerated implementation of the City's recycled water project and for the City Staff in investigate additional partnerships with local and regional agencies to avoid future losses of water from the State Water Project.

Though the Public Works Advisory Board did not vote on a motion, they gave consensus to Staff's recommendations on the number of WEUs for FY2023/24.

### CONCLUSION

Staff recommends the City Council:

1. Receive and file staff findings and strategies resulting from the Annual Water Supply and Demand Assessment;
2. Allocate 50 WEUs for residential development (30 SFR and 20 MFR) and 65 for commercial development for a total of 115 WEUs for FY2023/24; and

### ATTACHMENT

1. Resolution No. 44-23 allocating 50 WEUs for residential development and 65 for commercial development for a total of 115 WEUs for FY 2023/24

**RESOLUTION NO. 44-23**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA,  
RECEIVING THE ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT  
ADOPTING THE WATER ALLOCATION PROGRAM FOR FY 2023/24**

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

**WHEREAS**, Chapter 13.20 of the Morro Bay Municipal Code calls for the City Council of the City of Morro Bay to adopt a yearly Water Allocation Program based on a report by the Public Works (Services) Director after review by the City of Morro Bay Planning Commission and Public Works Advisory Board; and

**WHEREAS**, the Local Coastal Program Land Use Plan and Ordinance Number 266, require the City Council to set an annual limit on new residential units and to prescribe the mix of multi-family and single-family residences allowed within that limit; and

**WHEREAS**, on June 21, 2023, the Public Works Advisory Board held a public meeting on the Annual Water Report and the proposed FY 2023/24 Water Allocation Program and recommended the City Council adopt the proposed allocation of Water Equivalency Units (WEUs); and

**WHEREAS**, on June 6, 2023, the Planning Commission held a public meeting on the Annual Water Report and the proposed FY 2023/24 Water Allocation Program and recommended the City Council adopt the proposed allocation of WEUs; and

**WHEREAS**, on June 27, 2023, the City Council did hold a public meeting on the Annual Water Supply and Demand Assessment and the proposed FY 2023/24 Water Allocation Program; and

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

**SECTION 1:** WEU Allocation:

Allocate 115 WEUs in FY 2023/24, 50 WEU for residential purposes (30 SFR and 20 MFR) and 65 for Commercial/Industrial purposes.

**SECTION 2: Applicability:**

Each development project that requires an allocation of new Water Equivalency Units shall be subject to this revised allocation program, unless a building permit has been issued prior to the date of adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on this 27<sup>th</sup> day of June 2023 on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

\_\_\_\_\_  
Carla Wixom, Mayor

ATTEST

\_\_\_\_\_  
Dana Swanson, City Clerk

**A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY  
DECLARING JULY 2023  
AS “PARKS MAKE LIFE BETTER MONTH”**

**AGENDA NO: A-5**

**MEETING DATE: June 27, 2023**

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

**WHEREAS**, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

**WHEREAS**, Parks and Recreation *supports the economic vitality of communities* by partnering with local businesses and non-profits, and offering events for resident’s engagement; and

**WHEREAS**, Parks and Recreation *creates memorable experiences* through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond; and

**WHEREAS**, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

**WHEREAS**, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

**WHEREAS**, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

**WHEREAS**, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

**WHEREAS**, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

**WHEREAS**, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities; and

**WHEREAS**, Parks and Recreation remains *versatile and innovative* in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

**WHEREAS**, The California Park & Recreation Society has released a statewide public awareness campaign, “Parks Make Life Better!®” to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Morro Bay recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all residents and recognize July 2023 as “Parks Make Life Better!®” Month.

IN WITNESS WHEREOF I have hereunto  
set my hand and caused the seal of the City  
of Morro Bay to be affixed this 27<sup>th</sup> day of  
June, 2023

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CARLA WIXOM, MAYOR  
City of Morro Bay, California

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AGENDA NO: B-1

MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council

**DATE:** June 21, 2023

**FROM:** Nancy Hubbard, Contract Planner

**SUBJECT:** Appeal filed related to Planning Commission approval of a proposed Commercial/Residential project that includes a single hotel suite (with 4 bedrooms), plus manager’s residential unit to be located at 1175 Scott Street

**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No 45-23, denying the appeal and upholding the Planning Commission approval of the Coastal Development Permit CDP21-025, Conditional Use Permit CUP21-07 and Parking Exception PKG22-05 for the proposed new mixed-use project located at 1175 Scott Street.

**ALTERNATIVE**

1. Uphold the appeal and send project back to Planning Commission with direction from City Council.

**APPELLANT:** Terry Simons

**LEGAL DESCRIPTION/APN :** 1175 SCOTT STREET/APN 066-031-008

**SUMMARY OF PLANNING COMMISSION APPROVAL (MAY 16, 2023):** The Planning Commission thoroughly discussed the project and felt that the three-story, mixed-use hotel with manager/security residential unit was well designed for a challenging site and met the criteria required in the C-2/PD/SP zoning district. The project met all the development standards, with a greater setback in front, back and both sides than is required, and is just under the building height maximum of 30 feet (measured at the top of the roof deck hand railing). The only deviation from the requirements in the zoning code was the one compact parking space (8.5 ft by 18.5 ft) instead of a standard size parking space (9 ft by 20 ft). The parking exception was necessary to get the three parking spaces (one of which is a required van accessible space) into the narrow front of the site without interfering with the exterior stairs. Several other existing and recently approved uses in this small area of C-2 zoning also have similarly configured perpendicular parking like what is proposed for this project.

Prepared By: <u>  NH  </u>	Dept Review: <u>  SG  </u>
City Manager Review: <u>  GC  </u>	City Attorney Review: <u>  LNL  </u>



**SUMMARY OF SIMONS APPEAL OF PLANNING COMMISSION DECISION ON MAY 16, 2023:**

The appeal supplemental information includes the following statements not identified as grounds for appeal or requested relief of action:

1. Appeal of Public Works waiver of the frontage requirements as to max driveway width exceeding 50% of lot.  
**Staff Response: MBMC 14.44.040 allows modification by the Public Works Director to allow driveways to exceed the 50% width to fulfill the required parking requirement. The exception granted also provided for the non-ADA parking spaces to be installed with permeable pavers for stormwater purposes.**
2. Appeal of Planning Director as to use of hotel, parking calculations and design; setbacks.  
**Staff Response: See comments below. The approval was not a Planning Director decision, this was a discretionary approval by the Planning Commission through a public hearing process.**
3. Appeal of Planning Commissioner approval with allowed variances as directed by staff and Director decisions.

**Staff Response: The Planning Commission approval included only a parking variance to allow a compact parking space where otherwise a standard space would be required. The project complied with all other development standards.**

**GROUND FOR APPEAL: (paraphrased for clarity)**

1. The project is overdeveloped for the size of the lot and the proposed uses such that it creates a public detriment to the neighborhood where the PD zone overlay suggests that the project should provide additional public benefit.

**Staff Response:** *The project meets all of the development standards for the C-2 zoning district. The zoning district requires a front setback averaging 2 feet and no setback for both the side yards and rear yard setbacks. This project has a 4-foot setback on the rear and both side yards and a 2-foot front setback for the 2<sup>nd</sup> floor balcony overhang, but the face of the building is set back 14 feet from the front property line. The zoning district allows a 90% lot coverage, but the proposed project is just 73% lot coverage. The zoning code standards would allow a much larger building on this site. The PD overlay zone (MBMC 17.40.030) allows a modification of or exemption from the development standards if such action would result in a better design or other public benefit. Modification of the development standards that may require a greater public benefit include height, setbacks and density, none of which were modified for this project.*

2. Staff was not able to explain how this hotel unit is different than a vacation rental.  
**Staff Response:** *The zoning district requires a commercial use at the street level and a hotel as defined in the zoning code (Section 17.12.360) defines a Hotel is an establishment providing overnight lodging to transient patrons. A short-term vacation rental is defined as a private residence (home, multi-family unit or even a bedroom of a primary residence) rented to a guest as lodging for a period not exceeding 30 days. Staff agrees that there are similarities, but also distinct differences, primarily that hotels are a commercial use and short-term vacation rentals are a residential use. In this case, the applicant has proposed a unique hotel suite that also includes a kitchen and living room, amenities typically only available in short term vacation rentals. Hotel rooms are not precluded from having kitchen facilities. The Conditional Use permit specifies approval for use as a hotel and manager/security residential unit. A change in use to full residential uses would not be allowed under the current or proposed new zoning code.*
3. Appellant does not believe a hotel is a commercial use, believes it is residential and the manager/security unit is also residential. Also states he thinks the project was approved based on mixed-use parking, whereas a hotel and a manager/security residential unit will need parking during the same general timeframe.  
**Staff Response:** *The hotel/motel use is found under the commercial zoning classifications found in Chapter 17.24 of the zoning code and the residential uses are under classifications R-1, R-2, R-3, etc., which do not include hotel/motel uses. The project was not reviewed or approved on the 'shared parking' assumption, which is assumed to be what the appellant is calling "mixed-use parking". Shared parking would be possible only if there were uses on the site that had distinctly different operating hours that allowed them to share the same parking spaces at different times of the day. The project parking was determined in accordance with the zoning code parking requirements: one parking space for the hotel suite and two parking spaces for the residential unit.*
4. The project is under parked in a mixed-use residential neighborhood that is already overparked and not yet fully developed. Seems like the parking in-lieu program would be appropriate for this project.

**Staff Response: The project meets the parking requirements for a hotel unit (one space per hotel unit and two spaces for the managers residential unit). The project has provided the required parking, requesting a parking exception to allow one of the spaces to meet the compact space (8.5 ft by 18.5 feet) size criteria vs. the 9 ft x 20ft standard size space. Parking in-lieu is not applied when the proposed use provides the required number of parking spaces.**

5. Believes the roof deck and building height should be seen as an additional area of use to add to the total square footage.

**Staff Response: The point of this comment is not clear – but the roof deck and building height are not included in any definition of area used for lot coverage or floor area ratio.**

6. The exiting plan for the roof deck is to go to the residential unit on the third floor. This seems like a public fire safety concern.

**Staff Response: This project has been reviewed by the Fire Marshall and meets the egress/emergency escape and rescue openings for this occupancy. The building will include fire alarms and fire suppression sprinkler systems. The emergency exit from the roof deck, would be via ground ladders which are on each fire engine and the ladder truck has the capacity to reach 75 feet.**

7. The roof deck design was intended to exclude the hotel guests from use of the space. Appellant believes the hotel guests should have access to the roof deck.

**Staff Response: This project has gone through several designs and layouts prior to this final design. There is no requirement to allow hotel guests to use an adjacent residential unit's amenities (i.e., roof deck, which is exclusive to the manager's residential unit). There is only a requirement that all common areas available to hotel guests must also be ADA accessible. The decision the owner made to have a roof deck for the exclusive use of the manager's residential unit, is a business decision, not a zoning or building code requirement.**

8. The building setback and height allows occupants to look down on the adjacent residential use and is overly invasive to the neighbors.

**Staff Response: The zoning for this site and the residential neighbor to the north is C-2 and allows buildings to cover most of the lot with a height of up to 30 feet. The existing residential uses north of the subject site pre-date the incorporation of the City of Morro Bay and are considered legal non-conforming residential uses. Those sites could be redeveloped to the same standards as the proposed project. Currently, the immediately adjacent residential use to the north is on a double lot (twice the size of the subject property) and the backyard buffers the residence from commercial uses built to the development standards allowed within the zoning district.**

#### **REQUESTED RELIEF OR ACTION:**

The appellant has requested the following relief or action:

1. Eliminate the 3 bedrooms in the hotel that are on the second floor, keep the same parking as on the approved plan.

**Staff Response: The project is designed to the development standards of the zoning district and achieves the long-term planning goals for this area to become a vibrant contributor to the business community and support the tourism industry. There are no standards in the zoning code or coastal land use plan that support the reduction in the number of bedrooms.**

2. Adjust the parking to meet the standard dimensions.

**Staff Response: The project would need to be redesigned to accommodate this request because of the tight site and the result would be that the parking area would only increase in width by 6 inches and in length by 18 inches. The average mid-size vehicle is under 6.5 feet in width and under 16 feet in length, which is why compact size parking spaces are more frequently allowed in conjunction with standard size spaces.**

#### **REGULATORY REQUIREMENTS FOR APPEALS TO CITY COUNCIL:**

The function and duties of the City Council as the appellate body are to review the appeal, administrative record, and written correspondence received by staff and included in the staff report, and take the following actions:

- A. Conduct a public hearing considering the concerns raised by the appellant, and uphold or deny the appeal; and
- B. If new evidence comes to light at the hearing that was not previously considered by the Planning Commission that is relevant to the City Council decision related to the appeal, the Council may remand the matter back to Commission for further review and action.

In holding the public hearing, the Council shall conduct a de novo review, meaning that the Council shall consider the same application, plans and related materials that were the subject of the original decision, and is not required to give any deference to the original determination (i.e., the Council reviews this matter with “fresh” eyes).

#### **ENVIRONMENTAL DETERMINATION:**

Environmental review was performed for this project and staff determined it meets the requirements for a Categorical Exemption under CEQA Guidelines Section 15303 3c. This exemption applies to new construction of up to 4 commercial buildings not exceeding 10,000 total sf in urban areas zoned for the specific use. Additionally, none of the Categorical Exemption exceptions, noted under Section 15300.2, apply to the project.

#### **PUBLIC HEARING NOTICE:**

Notice of a public hearing on this item was published in the San Luis Obispo Tribune newspaper on June 16, 2023, and all property owners and occupants of record within 500 feet of the project site were notified of this evening’s public hearing and invited to voice any concerns on this application or related to the proposed project.

#### **CONCLUSION:**

The City of Morro Bay’s processing of this application was thorough and in compliance with the requirements of the zoning code and land use designations. The design meets all the development standards of the zoning and land use district, other than the parking exception to allow a compact size parking space. This parking configuration is a commonly allowed solution to meet required parking in this area.

Staff recommends the City Council adopt Resolution No 45-23, denying the appeal and upholding the Planning Commission approval of the Coastal Development Permit CDP21-025, Conditional Use Permit CUP21-07 and Parking Exception PKG22-05 for the proposed new mixed-use project located at 1175 Scott Street.

**ATTACHMENTS:**

1. Exhibit A – Resolution 45-23 (Deny the appeal and uphold the Planning Commission approval of the project)
2. Exhibit B – Simons appeal filed May 26, 2023
3. Exhibit C – Planning Commission Staff Report and Resolution from May 16, 2023, approving the project.

Link to 5-16-23 approved plans:

<https://www.morrobayca.gov/ArchiveCenter/ViewFile/Item/6171>

Link to 5-16-23 public comment:

<https://www.morrobayca.gov/ArchiveCenter/ViewFile/Item/6174>

**RESOLUTION NO. 45-23**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
TO DENY THE APPEAL OF THE PLANNING COMMISSION APPROVAL OF  
CONDITIONAL USE PERMIT CUP21-07, COASTAL DEVELOPMENT PERMIT  
CDP21-025 AND PARKING EXCEPTION PKG22-05 FOR NEW CONSTRUCTION OF  
A MIXED USE HOTEL PROJECT IN THE C-2/PD/SP ZONING DISTRICT AND  
OVERLAY AREA LOCATED AT 1175 SCOTT STREET**

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

**WHEREAS**, the Planning Commission of the City of Morro Bay (the “City”) conducted a public hearing on May 16, 2023, conducted in a hybrid format with both an in-person meeting at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442 as well as through virtual public participation provided telephonically through Zoom, for the purpose of considering the approval of the CUP21-07, CDP21-025 and PKG22-05 for a new commercial/residential project comprised of a four-bedroom hotel suite with manager/security residential unit to be located at 1175 Scott Street; and

**WHEREAS**, The Planning Commission approved the project as submitted; and

**WHEREAS**, Mr. Terry Simons filed an appeal on May 26, 2023, of the Planning Commission decision approving the project; and

**WHEREAS**, the City Council of the City of Morro Bay conducted a public hearing on June 27, 2023, for the purpose of considering the appeal of the Planning Commission approval of the project; and

**WHEREAS**, notice of the public hearing was provided at the time and in the manner required by law; and

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

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

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

California Environmental Quality Act (CEQA)

- A. Pursuant to the California Environmental Quality Act, the project meets the requirements for a Categorical Exemption under CEQA Guidelines Section 15303 Class 3c. The exemption applies to new construction of up to 4 commercial buildings not exceeding 10,000 sf in urban areas zoned for the specific use. Additionally, none of the Categorical Exemption exceptions, noted under Section 15300.2, apply to the project.

Conditional Use Permit and Coastal Development Permit findings

- A. The City Council finds that the proposed development is consistent with the C-2/PD/SP Zoning designation in providing for a hotel project that allows a manager or security residential unit. The project is also consistent with the new land use designation of Community Commercial in the Local Coastal Program (LCP). The project will not have any substantial adverse impacts on the environment or coastal resources.
  
- B. The City Council finds that the project is in compliance with the General Plan and certified Local Coastal Program and will not be detrimental to the health, safety, and general welfare of persons residing or working in the surrounding neighborhood.
  
- C. The findings and conclusions herein are further supported by all findings of fact presented at the City Council hearing, including without limitation those facts stated in the accompanying staff report, exhibits, and public and appellant comments; all of which evidence is incorporated herein by this reference.

Parking Exception Findings:

A parking exception can be granted with the following findings. The City Council finds that the project meets the criteria in these findings.

- 1. The exception will not constitute a grant of special privilege inconsistent with the driveway or parking limitations upon other properties in the vicinity and alternative parking design will be adequate to accommodate the parking needs generated by this use.
- 2. The parking exception will not adversely affect the health, safety or general welfare of persons working or residing in the vicinity and no traffic problems will result from the compact parking space.
- 3. The exception is reasonably necessary for the applicant's full enjoyment of uses similar to those upon the adjoining real property.

Beach Street Specific Plan Findings:

The City Council finds that the project meets the criteria of the specific plan area as follows:

- 1. That no offensive odors will result from the proposed use.
- 2. That all outdoor storage yards, and dumpsters or waste containers, shall be screened, landscaped and maintained in an attractive manner.
- 3. That the proposed use will not result in excessive unreasonable light or glare on adjacent residential or visitor serving uses.
- 4. That adequate facilities shall be installed and maintained to collect waste products from entering the storm drainage system.

**Section 2: Action.** The City Council does hereby deny the appeal and uphold the Planning Commission decision to approve the Conditional Use Permit (CUP21-07), Coastal Development Permit (CDP21-025) and Parking Exception (PKG22-05).

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held on this 27th day of June 2023 on the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

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

ATTEST

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



# CITY OF MORRO BAY

Community Development  
Department  
Planning Division  
955 Shasta Avenue  
Morro Bay, CA 93442  
(805) 772-6261

## APPEAL FORM

**In CCC Appeals Jurisdiction?**

YES - No Fee  
 NO - Fee Paid:  Yes  No

*Check # 2087*

Project Address being appealed: 1175 Scott St, Morro Bay, CA	
Appeal from the decision or action of (governing body or City officer): <input checked="" type="checkbox"/> Administrative Decision <input checked="" type="checkbox"/> Planning Commission <input type="checkbox"/> City Council	
Appeal of action or specific condition of approval: See Attached	
Permit number and type being appealed (ie. coastal permit, use permit, tentative subdivision):	
Date decision or action rendered: May 16, 2023	
Grounds for the appeal (attach additional sheets as necessary): See Attached	
Requested relief or action: See Attached	
Appellant (please print): Terry Simons	Phone: 805-440-1219
Address: 1045 Allesandro St Morro Bay	
Appellant Signature: <u><i>Terry Simons</i></u> Terry Simons (May 26, 2023 18:05 PDT)	Date: <u>5/25/23</u>

FOR OFFICE USE ONLY	
Accepted by: <u><i>Dave Sues</i></u>	Date appeal filed: <u>5/26/23</u>
Appeal body: <u>City Council</u>	Date of appeal hearing:

## Scott St Appeal Supplemental pages

### Appeal of actions or specific conditions of approval:

- Appeal Public Works waiver of frontage requirements as to max driveway width exceeding 50% of lot.
- Appeal Planning Director as to use of hotel; parking calculations and design; setbacks.
- Appeal Planning Commission Approval with allowed variances as directed by staff and Director decisions.

### Grounds for the appeal:

This project is fundamentally overdeveloped for the size of the lot and the proposed uses such that it creates a public detriment to the neighborhood where the PD zone overlay suggests that the project should provide additional Public Benefit. Ironically, the applicant was instrumental in the development of the Public Benefit program for Morro Bay.

### Type and Scale of development:

- The commercial use that allows a secondary residential mixed use is proposed as a 1 suite Hotel. The Staff was not able to provide a clear definition of what differentiates a 1 suite hotel from a vacation rental other than it is in a commercial zone. This qualifying hotel is a 4 bedroom "suite" with a ground floor ADA bedroom that proposes to sleep 9 persons in 4 bedrooms. It is unrealistic to think that this unit will be adequately parked with a single ADA Parking Space.
- A Hotel is fundamentally a residential use. As a commercial use this allows for the addition of a residential "security unit" also a residential use. The concept of a mixed use parking allowance assumes that the commercial and residential uses will not need parking at the same time of day. This plan is not adequately parked for the potential number of cars one would anticipate with a building that has 6 bedrooms that can house 12 residents.
- This project is under parked in a mixed use residential neighborhood that is already overparked and not yet fully developed. It seems that a parking in leu fee program would be appropriate for this project.
- While the building height, the roof deck size and proposed development should be seen as an additional area of use as to total site square footage. In addition, the exiting design for the roof deck requires that persons exiting the roof must go through the residence to evacuate the roof. This seems like a public fire safety concern. This design seems to be the method to preclude use of the roof deck by the hotel guests. There must be an alternative to this concept.
- The minimum setbacks and building overlook into the adjacent residential use seems to be overly invasive to neighbors.

### Requested Relief of action:

- Eliminate the 3 additional bedrooms in the hotel suite as there is insufficient parking on site to accommodate the proposed number of guests. The applicant represented that hotel would have guests arrive via Uber or other cars services. This is not typical of the visitors to Morro Bay.

-Retain ADA unit with its ADA parking as required or provide alternative commercial use and parking that will support the use(s).  
Adjust parking to meet appropriate dimensions.

# Simons Appeal 1175 Scott Street\_recd 2023.05.26

Final Audit Report

2023-05-27

Created:	2023-05-26
By:	Dana Swanson (dswanson@morrobayca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqUluxEaCE-14HDsUtYegfh-yjbl48U9v

## "Simons Appeal 1175 Scott Street\_recd 2023.05.26" History

-  Document created by Dana Swanson (dswanson@morrobayca.gov)  
2023-05-26 - 11:35:30 PM GMT
-  Document emailed to Terry Simons (terryatwork@sbcglobal.net) for signature  
2023-05-26 - 11:35:50 PM GMT
-  Email viewed by Terry Simons (terryatwork@sbcglobal.net)  
2023-05-27 - 1:04:15 AM GMT
-  Document e-signed by Terry Simons (terryatwork@sbcglobal.net)  
Signature Date: 2023-05-27 - 1:05:16 AM GMT - Time Source: server
-  Agreement completed.  
2023-05-27 - 1:05:16 AM GMT

**Dana Swanson**

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**From:** Terry Simons [REDACTED]  
**Sent:** Thursday, May 25, 2023 8:44 PM  
**To:** Dana Swanson  
**Cc:** Betty Winholtz  
**Subject:** Scott St Appeal  
**Attachments:** scott st appeal form.pdf; Scott St supplemental page.pdf

**CAUTION:** This is an external email. Please take care when clicking links or opening attachments.

Dana,  
Attached please find the City Appeal Form and my supplemental pages.  
Please accept this e-mail as my electronic signature as your form does not allow for my to sign electronically.

Betty may be adding additional supplemental issues.

Thanks,  
ts [REDACTED]

5-26-23

RECEIVED  
City of Morro Bay

MAY 26 2023 4:35 pm

Dana,

City Clerk

Please find enclosed a check in the amount of \$326.<sup>00</sup> to cover the appeal submitted by Terry Simons this week regarding a planning commission decision on Scott Street proposed by Mr. <sup>Sean</sup> Green.

Thank you,  
Betty

BETTY A. WINHOLTZ		2089
MORRO BAY, CA 93442		90-8267/3222
Date <u>May 26, 2023</u>		CHECK ARMOR
Pay to the Order of <u>City of Morro Bay</u>	\$ <u>326.<sup>00</sup></u>	Photo Safe Deposit Details on back
<u>three hundred twenty six and 00/100</u> Dollars		
<b>SLOCU</b> <small>1220 Ocos Street San Luis Obispo, CA 93401 805-543-5839</small>		
For <u>Simons Appeal</u>	<u>Betty A. Winholtz</u> MP	
⑆322282674⑆000000		2089



**AGENDA NO: B-1**

**MEETING DATE: May 16, 2023**

## Staff Report

**TO:** Planning Commissioners                      **DATE: May 16, 2023**

**FROM:** Nancy Hubbard, Contract Planner

**SUBJECT:** Proposed Commercial/Residential project that includes a single hotel suite (with 4 bedrooms), plus manager's residential unit

**RECOMMENDATION:**

*CONDITIONALLY APPROVE THE PROJECT* by adopting Planning Commission Resolution XX-23 making the necessary findings for approval of CDP21-025, CUP21-07 and PKG22-05

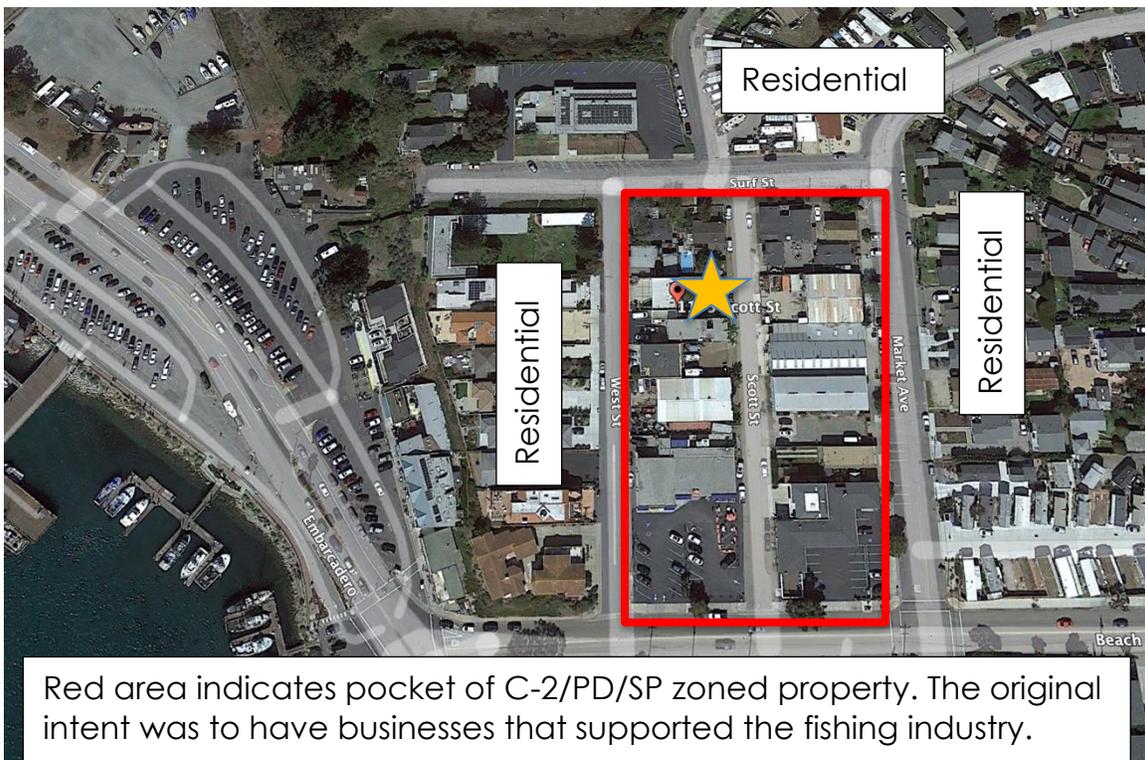
**APPLICANT:** Sean Green  
**ADDRESS/APN:** 1175 SCOTT STREET/APN 066-031-008

**SUBJECT:** Coastal Development Permit (CDP21-025), a Conditional Use Permit (CUP21-07) and Parking Exception (PKG22-05) to allow a new mixed commercial/residential building proposed for the 2290 sf vacant parcel on the west side of Scott Street, just south of the intersection of Surf Street. The proposed project is a two story 1535 sf hotel suite (ADA accessible with full amenities on ground floor). The third floor is a 1023 sf security residential dwelling with an 84-sf balcony and a 781-sf roof deck. There are no common area amenities for the hotel occupants. The project zoning is C-2/PD/SP, and the property is not located within the coastal appeals jurisdiction. The Coastal Land Use Designation is Community Commercial, and the property is located within the Cultural Resources overlay area.

**ZONING:** The existing effective zoning district is C-2/PD/SP (General Commercial with a Planned Development Overlay and in the Beach Street Specific Plan area (Area D)). This zone allows more industrial commercial uses that are not dependent on pedestrian traffic. Generally, this zoning district is away from central business districts and residential areas because of higher noise and other impacts generated from semi-industrial commercial uses. This zoning district also allows uses clearly ancillary to fishing industry related uses. The proposed use is a hotel suite designed for guests visiting Morro Bay. This zoning district allows a residential unit for security purposes.

The project is in a Planned Development overlay area which allows development on parcels which because of their size and/or location require special review. The PD overlay zone allows for the modification of or exemption from the development standards of the primary zone which would otherwise apply if such action would result in a better design or other public benefit. Development standards that can be modified pursuant to the PD overlay zone include building height, yard requirements and minimum lot area for dwelling unit density determinations.

The project is also in the Beach Street Special Treatment area (SP – Area D) which allows all land uses permitted or conditionally permitted in the C-VS zoning district (which includes hotel uses) subject to a Conditional Use Permit. Area D requires new uses to provide parking in accordance with Section 17.44.020 of the zoning code but allows Planning Commission to approve payment in lieu of providing all or some of the parking spaces on the site. However, since the project has provided the required number of spaces on the site, with one compact and all spaces backing onto the street, approval of a parking exception is required.



The approved 2022 zoning code changes this area to Community Commercial. However, the zoning map and development standards in the new zoning code are Coastal Implementation Plan (IP) sections that have not yet been certified by the California Coastal Commission. The Land Use designation of Community Commercial, which is approved has the intent to include this isolated area in with the downtown/waterfront commercial districts to enhance a walkable community commercial area with a mix of uses, including retail, professional, medical and

hotels and motels. The Community Commercial zoning district will allow residential behind or above the commercial use, without the designation as only for manager or security purposes. This is a change from the previous zoning designation which was for heavy commercial/light industrial uses that were auto dependent and not walkable. The existing uses in this area are about 50% residential (some with inactive or low impact commercial use), a few businesses that comply with the original intent for fishing supportive business and a restaurant. This area has been slow to develop because of the previous zoning, the small lots and the narrow street.

<b>Adjacent Zoning - Existing (Proposed)</b>			
<b>North</b>	<b>R-2 (RM)</b>	<b>East</b>	<b>C-2/PD/SP(CC)</b>
<b>South</b>	<b>C-VS/PD/SP(VSC)</b>	<b>West</b>	<b>C-2/PD/SP(CC)</b>

<b>Site Characteristics</b>	
<b>Site Area</b>	2,290 square feet
<b>Existing Use</b>	Vacant
<b>Terrain</b>	Level – slight slope from NE corner to SW corner
<b>Vegetation/Wildlife</b>	Vacant parcel, weeds
<b>Archaeological Resources</b>	N/A
<b>Access</b>	Access from Scott Street

<b>General Plan, Zoning Ordinance, &amp; Local Coastal Plan Designations</b>	
<b>General Plan/Coastal Plan Land Use Designation</b>	Community Commercial (residential above or behind)
<b>Base Zone District</b>	C-2 (heavy commercial – industrial)
<b>Zoning Overlay District</b>	PD
<b>Special Treatment Area</b>	SP (Beach Street Area D)
<b>Combining District</b>	n/a
<b>Specific Plan Area</b>	Beach Street Specific Plan area
<b>Coastal Zone</b>	Not within the Coastal Commission Appeal Jurisdiction



Current View of Site looking south

**PROJECT ANALYSIS:**

The proposed project is a modern design three story building. The commercial portion includes a two-story, four-bedroom hotel suite with 689 sf on the ground floor level and 846 sf on the second floor. The lower level includes a kitchen area, a living room, laundry facilities and a fully ADA accessible bedroom and bathroom. The upper level includes 3 more bedrooms, one of which has a queen size bed with a twin bed above (bunk-bed style), two bathrooms and a small loft area for reading or computer use. On the third floor is a residential unit for security or a hotel manager, accessed by stairs and compact size elevator. The residential unit is 1023 sf with two bedrooms and two bathrooms, a living room, kitchen with dining area. The outdoor amenities for the residential unit include an 84-sf balcony on the east side and private access to the roof deck which is 781 sf and includes a fire pit, a hot tub and kitchenette counter and sink, and an artificial turf area. A portion of the roof includes a solar array and AC condenser units for the hotel and residential unit.

**DEVELOPMENT STANDARDS:**

The project is on a narrow public street that is paved with an asphalt rolled curb. Some newer developments have sidewalks, but most of the street has no sidewalks. The subject project will add a curb and a sidewalk along with the driveway approach for three 90-degree perpendicular parking spaces. The project is required to have 3 parking spaces which consists of one ADA Van accessible space, one standard size parking space and one compact parking space. The proposed project meets all applicable development standards for the zoning district, as noted in the table below.

	<b>C-2/PD/SP Standards</b>	<b>Proposed Project</b>
<b>Front Setback (Scott St)</b>	Average of 2 feet	2 feet

<b>Interior side Setback (north and south sides)</b>	0 feet	4 feet
<b>Rear Setback (west)</b>	0 feet	4 feet
<b>Height (from ANG)</b>	30 Feet	29 ft, 11 Inches
<b>Lot Coverage</b>	90%	73%
<b>Parking</b>	1 for hotel unit/2 for Residential Unit	3, including ADA Van Accessible Space and EV charger
<b>Bicycle Parking</b>	None required	None provided

**PUBLIC IMPROVEMENTS**

The installation of frontage improvements is required. Includes the installation of a driveway approach, sidewalk, curb & gutter. The non-ADA parking spaces shall be constructed with permeable pavers. One 15 gal. street tree placed outside of the public right of way, no closer than 3 feet from frontage property line. (MBMC 14.44.020). Public works included an approved the wider driveway that is typical in the area and necessary to accommodate the parking required (MBMC 17.44.030).

**PARKING REQUIREMENTS/PARKING EXCEPTION:**

Parking requirements for Hotel Rooms required one parking space for each room (1 hotel suite = 1 parking spaces). The residential unit requires 2 parking spaces. The project has provided 3 parking spaces, one of which is ADA Van accessible, and another is a compact space. The requirements of Section 17.44.020 Section D.3 are to provide three spaces with a minimum dimension of 9ft x 20 ft. This project requires a parking exception to allow a compact space as the third parking space. Because there are only three spaces and one is the required van accessible space (which is 17 ft wide by 20 long), the site cannot accommodate the third space at the standard size. The parking exception requests a grant of a compact space, which is 8.5 ft in width and 18 feet in length.

A parking exception can be granted with the following findings:

1. The exception will not constitute a grant of special privilege inconsistent with the driveway or parking limitations upon other properties in the vicinity and alternative parking design will be adequate to accommodate the parking needs generated by this use.
2. The parking exception will not adversely affect the health, safety or general welfare of persons working or residing in the vicinity and no traffic problems will result from the compact parking space.
3. The exception is reasonably necessary for the applicant's full enjoyment of uses similar to those upon the adjoining real property.

The compact space and the ADA space will have access to the EV charger. The site is small and the width at the frontage is 41 feet. The 3 required parking spaces use 35 ½ feet leaving a one-foot buffer on the north and a 4 ½ space for a pathway around the building. The parking spaces will back out on to the street.

In this two-block area with C-2 zoning, there are 5 properties on Scott Street and on the east side of West Street with parking that backs out into the street, like what is proposed for this project. A recently approved commercial/residential project (2019) just down the street at 1130 Scott Street includes parking spaces that back out onto the street. The properties that have frontage on Market Street have designated perpendicular parking along the street, which also backs out into the street.

**SIGNAGE/MURAL:**

The project includes proposed signage in front of the Hotel Suite that is proposed to hang from the third-floor balcony at the front of the building. The sign is 10 ft x 2 feet (20 sf) and is considered a hanging sign. The signage chapter of the 2022 zoning code has been approved and since it is not part of the IP sections that require the California Coastal Commission certification it is currently in effect. The project is located in the Downtown signage district which allows a hanging sign (Section 17.29.040). The allowable area for a hanging sign is a minimum of 4 sf and a maximum of 8 sf. The proposed hanging sign is 20 sf. Planning Condition of approval 9 has been added to the resolution to require compliance with the 8-square foot maximum hanging sign square foot limitation. The maximum amount of business signage is limited to 20% of the primary façade area or 200 sf, whichever is less. Only one business sign is proposed.



The project is proposing a “mural” which consists of lettering on the third-floor north wall, representative of the shipping container identifiers used. Murals are not considered to be signage, unless it includes text, logos or images of activities offered by the commercial enterprise. Murals are predominately artistic in nature and if deemed a ‘mural’ by the Community Development Director, they are not subject to the provisions of Chapter 17.29. The project also proposes a Mural

on the north side with lettering identifying the origin of the containers, which is typical on the outside of Cargo Containers. The proposed lettering is “Morro Bay CA” (See plan sheet A109).

**DESIGN REVIEW:**

The old zoning code, applicable to this project currently, does not include design review standards for commercial/residential buildings. However, the new zoning code does have Section 17.08.040, Supplemental Regulations for projects in the commercially zoned areas. Those regulations include the following:

1. Building transparency/required openings for non-residential uses:

Section A.2. is applicable to hotel uses where you do not necessarily want to have windows into guest hotel rooms. This project does not have a hotel lobby, so although it has windows and openings along the front of the building, they are not at the back of the sidewalk, because of parking.

Section A.2.b requests architectural relief on the street facing side of the building enhanced with landscaping and other features to create visual interest at the pedestrian level. This project meets this criterion.

2. Exterior Building materials and colors:

Section B.1. requires a unified palette of quality materials used on all side of the building and Section B.2. requires exterior materials to be quality durable materials, such as Corten steel corrugated panels with combination of wood, windows and metal.

3. Pedestrian Access:

The project, given the proposed use (single hotel suite with no public lobby) and site constraints, is easily accessible by street or sidewalk. The street improvements will also provide safe pedestrian connection to adjacent uses, businesses and the waterfront, Morro Rock and the beaches north of the Rock. There are no public amenities on the site.

**BUILDING MATERIALS AND COLORS:**

The proposed project is designed to use a stack of cargo containers on the north and west sides of the project. The use of cargo containers as proposed will require an engineering and structural review of the proposed stacked configuration as well as the integration with standard construction that will be used for the balance of the multi-story building. However, if the use of cargo containers, as proposed, is not feasible, the project will be constructed with traditional materials to have the “cargo container industrial look” with exterior materials and colors as shown in the Exterior Elevation plan sheets that include the colors and materials for each elevation (Plan Sheets A106-A109)



The exterior lighting includes downward casting sconces.

**ENVIRONMENTAL DETERMINATION:**

Environmental review was performed for this project and staff determined it meets the requirements for a Categorical Exemption under CEQA Guidelines Section 15303 3c. This exemption applies to new construction of up to 4 commercial buildings not exceeding 10,000 total sf in urban areas zoned for the specific use.

Additionally, none of the Categorical Exemption exceptions, noted under Section 15300.2, apply to the project.

**CONCLUSION:**

The project is consistent with development goals and uses included in the Morro Bay Municipal Code and the Beach Street Specific Plan and is consistent with the policies of General Plan and the Local Coastal Program.

**PUBLIC HEARING NOTICE:**

Notice of a public hearing on this item was published in the San Luis Obispo Tribune newspaper on May 6, 2023, and all property owners and occupants of record within 500 feet of the project site were notified of the scheduled public hearing and invited to voice any concerns on this application. The project site was also posted with a public notice sign.

**RECOMMENDATION:**

Staff recommends that the Planning Commission CONDITIONALLY APPROVE THE PROJECT by adopting Planning Commission Resolution 07-23 which includes findings for CDP21-025, CUP21-07 and PKG22-05 to allow the proposed use as reflected on the plans submitted to the City of Morro Bay on March 23, 2023.

**ATTACHMENTS:**

Exhibit A – Resolution 07-23 – Findings and Conditions of Approval  
Exhibit B – Plans

RESOLUTION NO. PC 07-23

A RESOLUTION OF THE MORRO BAY PLANNING COMMISSION  
APPROVING CONDITIONAL USE PERMIT CUP21-07, COASTAL  
DEVELOPMENT PERMIT CDP21-025 AND PARKING EXCEPTION PKG22-05  
FOR A NEW HOTEL PROJECT AT 1175 Scott Street

**WHEREAS**, the Planning Commission of the City of Morro Bay (the “City”) conducted a public hearing on May 16, 2023, conducted in a hybrid format with both an in-person meeting at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442 as well as through virtual public participation provided telephonically through Zoom, for the purpose of considering the approval of the CUP21-07, CDP21-025 and PKG22-05 for a new commercial/residential project comprised of a four-bedroom hotel suite with manager/security residential unit to be located at 1175 Scott Street; and

**WHEREAS**, notice of the public hearing was provided at the time and in the manner required by law; and

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

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

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

California Environmental Quality Act (CEQA)

- A. Pursuant to the California Environmental Quality Act, the project meets the requirements for a Categorical Exemption under CEQA Guidelines Section 15303 Class 3c. The exemption applies to new construction of up to 4 commercial buildings not exceeding 10,000 sf in urban areas zoned for the specific use. Additionally, none of the Categorical Exemption exceptions, noted under Section 15300.2, apply to the project.

Conditional Use Permit and Coastal Development Permit findings

- A. The proposed development is consistent with the C-2/PD/SP Zoning designation in providing for a hotel project that allows a manager or security residential unit. The project is also consistent with the new land use designation of Community Commercial in the Local Coastal Program (LCP). The project will not have any substantial adverse impacts on the environment or coastal resources.
- B. The project is in compliance with the General Plan and certified Local Coastal Program and will not be detrimental to the health, safety, and

general welfare of persons residing or working in the surrounding neighborhood.

Parking Exception Findings:

A parking exception can be granted with the following findings. The project meets the criteria in these findings.

1. The exception will not constitute a grant of special privilege inconsistent with the driveway or parking limitations upon other properties in the vicinity and alternative parking design will be adequate to accommodate the parking needs generated by this use.
2. The parking exception will not adversely affect the health, safety or general welfare of persons working or residing in the vicinity and no traffic problems will result from the compact parking space.
3. The exception is reasonably necessary for the applicant's full enjoyment of uses similar to those upon the adjoining real property.

Beach Street Specific Plan Findings:

1. That no offensive odors will result from the proposed use.
2. That all outdoor storage yards, and dumpsters or waste containers, shall be screened, landscaped and maintained in an attractive manner.
3. That the proposed use will not result in excessive unreasonable light or glare on adjacent residential or visitor serving uses.
4. That adequate facilities shall be installed and maintained to collect waste products from entering the storm drainage system.

**Section 2: Action.** The Planning Commission does hereby approve Conditional Use Permit (CUP21-07), Coastal Development Permit (CDP21-025) and Parking Exception (PKG22-05) subject to the following conditions:

**STANDARD CONDITIONS:**

1. Permit: Coastal Development Permit (CDP21-025), Conditional Use Permit (CUP21-07) and Parking Exception (PKG22-05) to allow a new mixed commercial/residential building proposed for the 2290 sf vacant parcel on the west side of Scott Street, just south of the intersection of Surf Street. The proposed project is a two story 1535 sf hotel suite (ADA accessible with full amenities on ground floor). The third floor is a 1023 sf security residential dwelling with an 84-sf balcony and a 781-sf roof deck. There are no common area amenities for the hotel occupants. The project zoning is C-2/PD/SP, and the property is not located within the coastal appeals jurisdiction. The Coastal Land Use Designation and the property is located within the Cultural Resources overlay area.

2. Inaugurate Within Two Year: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this approval and is diligently pursued thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Said extensions may be granted by the Director, upon finding that the project complies with all applicable provisions of the Morro Bay Municipal Code, General Plan and Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.
3. Changes: Any minor change may be approved by the Community Development Director. Any substantial change will require the filing of an application for an amendment.
4. Compliance with the Law: All requirements of any law, ordinance or regulation of the State of California, City of Morro Bay, and any other governmental entity shall be complied with in the exercise of this approval.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicant's failure to comply with conditions of approval. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: Compliance with and execution of all conditions listed hereon shall be necessary, unless otherwise specified, prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Community Development Director and/or as authorized by the Planning Commission. Failure to comply with these conditions shall render this entitlement, at the discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the Morro Bay Municipal Code and is a misdemeanor.
7. Archaeology: In the event of the unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall immediately cease in the immediate area, and the find should be left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate and make recommendations as to disposition, mitigation and/or salvage. The developer shall be liable for costs associated with the professional investigation.
8. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the Morro Bay Municipal Code and shall be consistent with all programs and policies contained in the certified Coastal Land Use plan and General Plan for the City of Morro Bay.

**PLANNING CONDITIONS:**

9. **Signage:** Conceptual signage is included in this permit to allow one hanging sign, like what is shown on the plans, but this signage is limited to no more than 8 square feet in size. Other type of business signage is allowed on the site and can be approved through a separate submittal for a sign permit. The mural proposed for the third floor, north facing wall shall be resubmitted for approval by the community development director, which can incorporate the proposed text “Morro Bay CA” with more surrounding artwork, since the text alone is not considered a mural.
10. **Parking:** Parking is approved with the required three parking space, one of which is standards size, one of which is compact size, and one is ADA Van Accessible. An EV charger shall be installed to be available to at least one of the parking spaces.
11. **Exterior Lighting:** All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at property lines shall not exceed 0.3 foot-candles. Parking area lighting shall be provided if necessary for safety and wayfinding.
12. **Landscaping:** Changes to the type of plants, trees or size of containers shall be submitted for review and approval by the Community Development Director
13. **HVAC/Mechanical Equipment:** Equipment at ground level shall be installed to allow adequate clearance around the building for emergency personnel. Any mechanical equipment visible from the public right of way shall be screened to the satisfaction of the Community Development Director

**BUILDING DIVISION CONDITIONS**

**A. CONDITIONS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:**

1. Building permit plans shall be submitted by a California licensed architect or engineer when required by the Business & Professions Code, except when otherwise approved by the Chief Building Official.
2. The owner shall designate on the building permit application a registered design professional who shall act as the Registered Design Professional in Responsible Charge. The Registered Design Professional in Responsible Charge shall be responsible for reviewing and coordinating submittal documents prepared by others including phased and staggered submittal items, for compatibility with design of the building.

3. The owner shall comply with the City's Structural Observation Program. The owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer of record or architect responsible for the structural design, to perform structural observation as defined in Section 220. Observed deficiencies shall be reported in writing to the owner's representative, special inspector, contractor and the building official. The structural observer shall submit to the building official a written statement that the site visits have been made and identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.
4. The owner shall comply with the City Special Inspection Program. Special inspections will be required by Section 1704 of the California Building Code. All Special Inspectors shall first be approved by the Building Official to work in the jurisdiction. All field reports shall be provided to the City Building Inspector when requested at specified increments for the construction to proceed. All final reports from Special Inspectors shall be provided to the Building Official when they are complete and prior to final inspection.
5. A soils investigation performed by a qualified professional shall be required for this project. All cut and fill slopes shall be provided with subsurface drainage as necessary for stability; details shall be provided. Alternatively, submit a completed City of Morro Bay soils report waiver request.
6. Mitigation measures for natural occurring asbestos require approval from San Luis Obispo County Air Pollution Control District.
7. BUILDING PERMIT APPLICATION: To apply for building permits, submit three (3) sets of construction plans, fire sprinkler plans, if applicable, and supplemental documents to the Building Division.
8. The Title sheet of the plans shall include, but not limited to:
  - Street address, lot, block, track, and Assessor Parcel Number
  - Occupancy Classification(s)
  - Construction Type
  - Maximum height of the building allowed and proposed
  - Floor area of the building(s)
  - Fire sprinklers proposed or existing
  - Minimum building setback allowed and proposed

All construction will conform to the 2022 California Building Code (CBC), 2022 California Residential Code (CRC), 2022 California Fire Code (IFC), 2022 California Mechanical Code (CMC), 2022 California Plumbing Code (CPC), 2022 California Electrical Code (CEC), 2022 California Energy

Code, 2022 California Green Building Code (CGBC), Title 14 and 17 of the Morro Bay Municipal Code.

(Code adoption dates are subject to change. The code adoption year is established by application date of plans submitted to the Building Division for plan review.)

**B. CONDITIONS TO BE MET DURING CONSTRUCTION:**

1. **SITE MAINTENANCE:** During construction, the site shall be maintained to not infringe on neighboring property, such as debris and dust. A storm water management plan shall be maintained through the duration of the project. The storm water management measures such as fiber rolls, silt fencing, etc. will be enforced by City staff by random site visits.
2. **ARCHAEOLOGICAL MATERIALS:** In the event unforeseen archaeological resources are unearthed during any construction activities, all grading and or excavation shall cease in the immediate area and the find left untouched. The Building Official shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist, Native American, or paleontologist, whichever is appropriate. The qualified professional shall evaluate the find and make reservations related to the preservation or disposition of artifacts in accordance with applicable laws and ordinances. If discovered archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the Building Official shall notify to county coroner. If human remains are found to be of ancient age and of archaeological and spiritual significance, the Building Official shall notify the Native American Heritage Commission. The developer shall be liable for costs associated with the professional investigation.
3. **FOUNDATION SETBACK VERIFICATION:** Prior to the placement of concrete and upon completed form installation, a licensed surveyor is required to measure and record the distance from the proposed foundation walls to the established lot lines. The contractor shall submit these findings in letter format to the building inspector upon the request for a foundation inspection. Letter shall specify the findings of front, sides and rear yard setbacks as defined in Title 17 of the MBMC. The Building Official shall have discretion on a case-by-case basis for some lot types.
4. **BUILDING HEIGHT VERIFICATION:** Prior to roof sheathing or shear wall inspection, a licensed surveyor is required to measure and record the height of the structure. The contractor shall submit this finding in letter format to the building inspector upon the request for roof

sheathing/shear wall inspection. Letter shall specify the recorded height of structure as defined in Title 17 of the MBMC. The Building Official shall have discretion on a case-by-case basis for some site-specific projects.

**C. CONDITIONS TO BE MET PRIOR TO FINAL INSPECTION AND ISSUANCE OF THE CERTIFICATE OF OCCUPANCY:**

1. Prior to building division final approval and request for final inspection, all required inspections from the other various divisions and departments must be completed and verified by a city inspector. All required final inspection approvals must be obtained from the various departments and documented on the permit card. This permit card shall then be turned into the building division for scheduling of the final building inspection.
2. Any as-built drawings that were required by the building inspector or plans examiner must be submitted for approval prior to the request for final inspection.
3. If structural observations were required, the final structural observation report shall be submitted to the building division prior to issuance of the certificate of occupancy or final inspection approval.
4. If special inspections were required, the final special inspection report shall be submitted to the building division prior to the issuance of the certificate of occupancy or final inspection approval.
5. Final soils summary report from the geotechnical representative indicating compliance with the required conditions set forth in the soils report.
6. Final T-24 energy reports (Certificates of Installation).

**PUBLIC WORKS CONDITIONS:**

1. Stormwater Management: The City has adopted Low Impact Development (LID) and Post Construction requirements to protect water quality and control runoff flow from new and redevelopment projects. The requirements can be found in the Stormwater management guidance manual on the City's website [www.morrobay.ca.us/mainmanual](http://www.morrobay.ca.us/mainmanual) Projects with more than 2,500sf of new or redeveloped impervious area are subject to these requirements. Project with less than 2,500sf of new or replaced non-pervious materials must complete the "Appendix C - Performance Requirement Determination Form" to prove compliance.

2. Frontage Improvements: The installation of frontage improvements is required.

Specify the installation of a driveway approach, sidewalk, curb & gutter, permeable pavers on two non-ADA parking spaces, and one 15 gal. street tree (placed on private property, no closer than 3 feet from frontage property line). Show and label asphalt pave back to nearest clean edge (min. 18") at all portions of curb and gutter to be replaced. (MBMC 14.44.020)

3. Driveway Approach: An exception to MBMC 17.44.030 (no single commercial or industrial driveway shall be wider than fifty percent of actual lot frontage or more than thirty feet) has been approved by the Public Works Director.

4. Water Mainline: Due to commercial use, a separate fire sprinkler line is required to be connected directly to the water mainline. Since Scott Street does not have a mainline, a water mainline from the Surf Street intersection to the project frontage must be installed by the owner /developer. Show plan and profile of proposed new water mainline. (MBMC 13.04.110)

5. Water Lateral: Show separate lateral lines (to new mainline) for commercial, residential and fire. Note that fire lines for commercial structures do not use meters.

6. Sewer Lateral: Indicate and label new or existing sewer lateral and connection. If an existing lateral is used, perform a video inspection of the lateral and submit it to Public Works via flash drive, prior to building permit plan approval. Lateral shall be Page 2 of 2 repaired as necessary, and all repairs shall be noted on an approved set of plans.

7. Sewer Backwater Valve: Indicate and label sewer backwater valve on plan. A sewer backwater valve shall be installed on site to prevent a blockage or maintenance of the municipal sewer main from causing damage to the proposed project (MBMC 14.24.070).

8. Erosion and Sediment Control Plan: For small projects less than one acre and less than 15% slope, provide a standard erosion and sediment control plan. Show on plans the control measures to provide protection against erosion of adjacent property and prevent sediment or debris from entering the City right of way, adjacent properties, any harbor, waterway, or ecologically sensitive area.

9. Water Meter: Indicate and label new or existing water meter on plans. Label size of meter.

10. Grading and Drainage: Indicate on plans the existing and updated contours, drainage patterns, spot elevations, finish floor elevation and all existing and proposed drainage pipes and structures.

11. Utilities: Show all existing and proposed locations of the sewer lateral, water

service, and water and sewer mains on the building plans. Include sizes where appropriate. Note the location of all overhead utilities and construction underground service entrances per the CBC. See attached utility maps.

12. Water Backflow Prevention Device: Verify and label all new or existing water backflow preventers. Water backflow preventer devices are required for fire water systems, irrigation systems (on a dedicated water meter), systems which may change in character of use (commercial rentals, etc.), gray water systems, or any plumbing system which has cross-connections or the ability to allow water of deteriorated sanitary quality to enter the public water supply. Add note to plan that device is required to be an approved domestic water backflow prevention device. (MBMC 13.08.040)

Add the following Notes to the Plans:

1. Any damage, as a result of construction operations for this project, to City facilities, i.e., curb/berm, street, sewer line, water line, or any public improvements shall be repaired at no cost to the City of Morro Bay.

2. No work shall occur within (or use of) the City's Right of Way without an encroachment permit. Encroachment permits are available at the City of Morro Bay Public Works Office located at 955 Shasta Ave. The Encroachment permit shall be issued concurrently with the building permit.

### **FIRE DEPARTMENT CONDITIONS:**

1. Demolition Site Plan, General Notes. Provide the following notation: Fire Safety During Construction and Demolition shall be in accordance with 2019 California Fire Code, Chapter 33. This chapter prescribes minimum safeguards for construction, alteration and demolition operations to provide reasonable safety to life and property from fire during such operations.
2. Fire Protection Systems and Equipment. An approved automatic fire sprinkler system shall be provided throughout this project, pursuant to Morro Bay Municipal Code, Section 14.60.200.
  - Submit all plans and specification sheets for the required automatic fire sprinkler system to the Building Department for review and approval prior to installation. Sprinkler plans shall be submitted prior to issuance of a Building Permit. The sprinkler system shall be in accordance with NFPA Standard 13.
3. Fire Alarms. Plans and specifications for the automatic fire sprinkler system and fire alarm system shall be submitted to Public Services Division for review and approval. (CFC 1001.3 and 1001.4) The fire sprinkler and alarm systems shall be supervised by a central station and constructed in accordance with NFPA 72.

4. Fire Department access to equipment. Rooms or areas containing controls for Electrical, FAU, Alarm and Fire Sprinkler Systems shall be identified by approved and appropriate signage for Fire Department use. (CFC 1001.8)
5. 2-hour fire rating on exterior stairwells and walkways located above vehicle parking.
6. Fire Extinguishers. A minimum of one 2A-10-BC extinguisher shall be provided for each floor area, so that travel distance does not exceed 75 feet. Extinguishers shall be serviced annually and shall have a current service tag attached. (CCR, Title 19, Sec. 3.29)
7. Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction (CFC 507.1). Provide the required fire-flow requirement as contained in CFC Table B105.1(2).
8. Fire hydrant where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. (CFC 507.5.1).
9. Elevator Car to Accommodate Ambulance Stretcher. Where elevators are provided, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretched 24-inches by 84-inches with not less than 5-inch radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3-inches high and shall be placed inside on both sides of the hoist way door frame. (MBMC 14.08.090)
10. Dumpsters and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, or combustible roof eave lines.
11. Key Boxes. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official. Provide a Knox Key Box for installation to the exterior of the structure. Obtain a Knox Application from Morro Bay Fire Department during business hours.

12. Key Boxes. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, provide the following for the fire code official:

- a. Provide a Knox Key box for installation to the exterior of the structure. Obtain a Knox Application from the Morro Bay Fire Department during business hours.

PASSED AND ADOPTED by the Morro Bay Planning Commission at a regular meeting thereof held on this 16th day of May 2023 on the following vote :

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairperson Roschen

ATTEST

\_\_\_\_\_  
Scot Graham, Planning Secretary

The foregoing resolution was passed and adopted on this 16th day of May 2023.



AGENDA NO: B-2  
MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council      **DATE:** June 20, 2023  
**FROM:** Eric Riddiough, PE – City Engineer  
**SUBJECT:** Adoption of Resolution No. 46-23 Directing the Levy of the Annual Assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District

### RECOMMENDATION

Staff recommends the City Council conduct the public hearing and approve the levy of the annual assessment for the Cloisters Landscaping and Lighting Maintenance Assessment District (LLMAD) by adopting Resolution No. 46-23.

### ALTERNATIVE

Not adopt Resolution No. 46-23 and provide alternative, specific directions for staff.

### FISCAL IMPACT

By adopting Resolution No. 46-23, \$148,944 will be collected through an assessment of all benefiting parcel owners in the Cloisters subdivision for the Cloisters LLMAD for the maintenance of the Cloisters Park and Open Space.

### SUMMARY

At the May 9, 2023, City Council meeting, Council adopted Resolution No. 29-23 approving the Engineer’s Report describing the annual maintenance to be completed at the Cloisters Park and Open Space and declaring the City’s intent to levy an annual assessment to finance this maintenance. The assessment, projected at \$1,241.20 per assessable lot in the Cloisters subdivision for Fiscal Year (FY) 2023/24, will be collected by the County Assessor’s Office.

The true costs of maintaining Cloisters Park, Open Space, trails, as well as the medians and parkways within the district, far exceed the revenue received in the assessment amount. All maintenance costs in excess of the district’s available revenues will continue to be subsidized by the General Fund per City Council direction on May 24, 2004, which has been subsequently incorporated into annual budget adoption resolutions since as detailed in the May 9, 2023 City Council Staff Report. As part of the assessment process, the City ordered the preparation of an Engineer’s Report, approved May 9, 2023, adopted a resolution of intention to levy an assessment, and set June 27, 2023, as the public hearing date on the proposed levy of assessment. The required noticing was published in the local newspaper per State requirements. The Council must hold a public hearing before considering continuing the levy of the annual assessment.

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

## **BACKGROUND/DISCUSSION**

Cloisters LLMAD was formed with the development of Tract 1996 in the Fall of 1996, just prior to the passage of Proposition 218. In 2004, a court determined, due to a lawsuit filed by three Cloisters residents, there are many special benefits associated with the Cloisters LLMAD. The Cloisters' lots directly benefit from the Cloisters open space and close proximity of the public park, bicycle pathway, right of way landscaping, Environmentally Sensitive Habitat restoration areas and coastal access. There was also created and reserved in favor of each owner in the Cloisters development, easements for view, open space, scenic, passive recreation and coastal access across the entirety of Lots 121, 122 and 123, which shall not be developed with any improvements or structures, unless necessary and proper for the restoration and maintenance of the Environmentally Sensitive Habitat Area. That court determined further special benefits include: improved aesthetic appeal of nearby parcels, improved dust control, enhanced adaptation of the urban environment within the natural environment, improved erosion resistance, improved drainage and flood control, enhanced crime deterrence and aid to police protection, increased nighttime safety on roads and highways, improved visibility for pedestrians and motorists, improved ingress and egress to property, reduced vandalism and other criminal acts and damage to improvements or property, improved traffic circulation, reduced nighttime accidents, and special enhancement to property value resulting from the above benefits.

The court also determined the City does not need to, nor is it required to, prepare an annual redetermination of the separation of special and general benefits. The court specially held:

*“When the special assessment district was formed the owner of all of the parcels consented to its formation. Moreover, the owner did not object to the amount of the assessment, which the City based upon the cost of the special benefits being conferred on the properties within the assessment district, nor to the specific amount allocated to each parcel as its proportionate share. Because express consent to the amount and allocation of the assessment was given by petitioners' predecessor, and petitioner's purchased their properties with actual or constructive knowledge of the amount of the assessment, it is too late for them now to withdraw the consent and attack the amount of the assessment.”*

Up until 2015, this required public hearing was advertised as a “protest hearing,” where those in the assessment district could file protests to the continuation. State law does not require a protest hearing so long as there are no increases in the assessment. Currently, there are no proposed increases to the assessment amount.

Staff continues to recognize the importance of proper maintenance of the Cloisters Park and Open Space, which are outlined in the Engineer's Report, but occasionally the level of maintenance does not meet the expectations of some residents. Due to funding limitations, resources required for District maintenance are utilized as efficiently as possible. The increase in the cost of goods and services now precludes a fund surplus for carryover to be set aside for capital projects. The fund surplus reserved for capital and larger maintenance projects is detailed in the Engineer's Report approved by City Council on May 9, 2023. Once the remaining surplus funds are exhausted, the City will propose capital improvements through the normal budget process with the use of General Funds, Measure Q & E Funds, or other sources such as grant funding.

## **CONCLUSION**

Staff recommends continuation of the assessment of the property owners within the Cloisters LLMAD to fund the City's maintenance of the Cloisters Park and Open Space with supplemental funding

coming from the general fund.

**ATTACHMENT**

1. Resolution No. 46-23

**RESOLUTION NO. 46-23**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT  
FOR THE CLOISTERS LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT PURSUANT TO THE  
“LANDSCAPING AND LIGHTING ACT OF 1972”  
(STREETS AND HIGHWAYS SECTIONS 22500 ET. SEQ.)**

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

**WHEREAS**, on May 9, 2023, the City Council adopted Resolution No. 29-23 declaring the Council’s intent to levy an assessment for the annual maintenance of the Cloisters Park and Open Space within the Cloisters Landscaping and Lighting Maintenance Assessment District (the “District”) and approving the Engineers Report; and

**WHEREAS**, a public hearing for the levy of the annual assessment of the District was scheduled for June 27, 2023, at or about 5:30 p.m., in a hybrid format with opportunities for public comment both an in-person meeting at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442 as well as through virtual public participation; and

**WHEREAS**, notices regarding the proposed assessment listing the date, time, and location of the public hearing were published in the local newspaper; and

**WHEREAS**, the City Council did take public testimony from all interested parties as to the levy of the annual assessment for the District on June 27, 2023, at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442.

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

1. The annual levy for the maintenance of the District, generally located as shown on Exhibit “A” attached hereto, is hereby ordered and the assessment of \$148,944 to be equally distributed per assessable parcel for the Fiscal Year 2023/24 is hereby confirmed.

2. Adoption of this Resolution shall constitute the levy of an assessment for the Fiscal Year 2023/24 and the City Clerk shall file the diagram and assessment with the County of San Luis Obispo Auditor.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting thereof held this 27<sup>th</sup> day of June 2023 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

\_\_\_\_\_  
CARLA WIXOM, MAYOR

ATTEST:

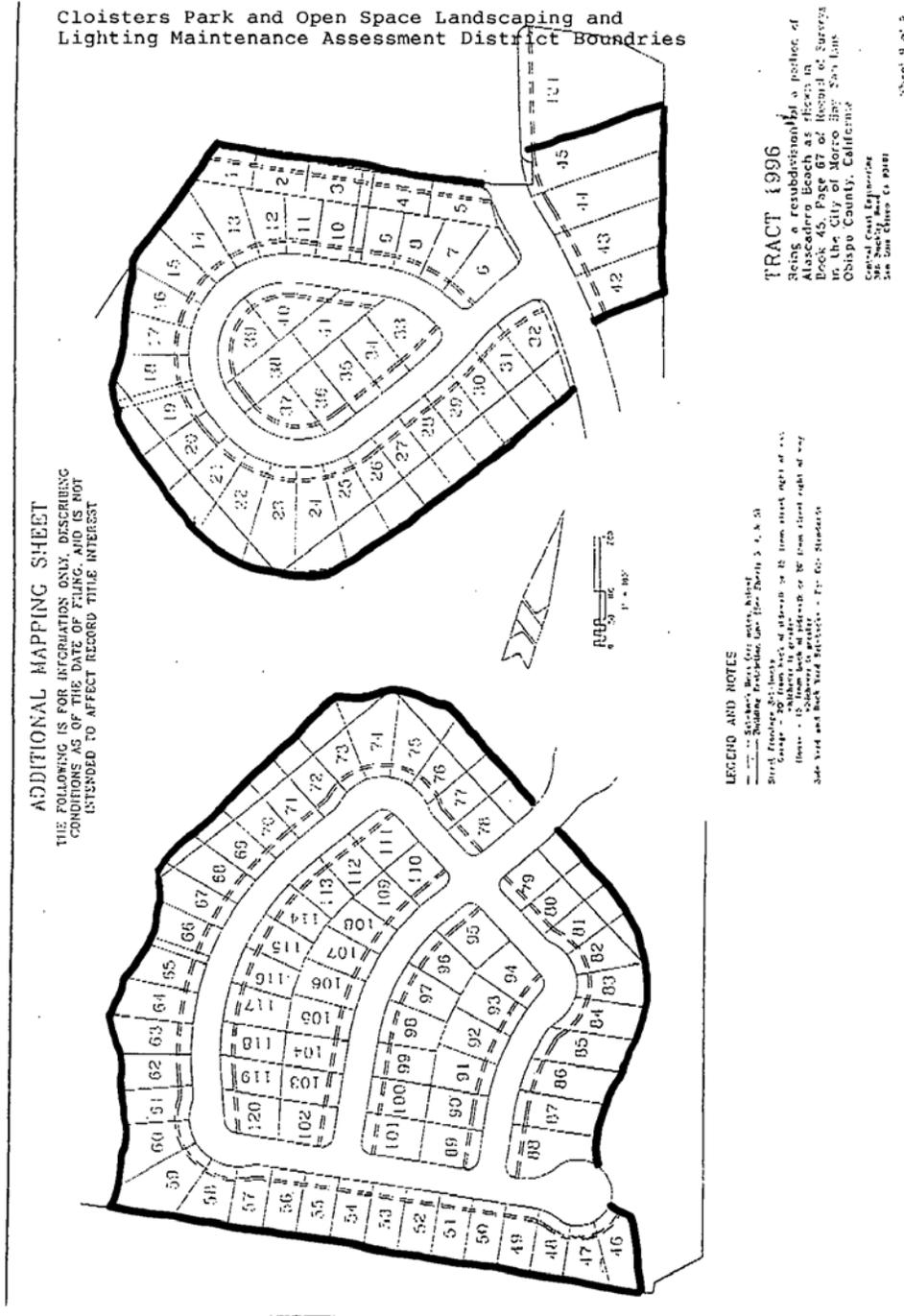
\_\_\_\_\_  
DANA SWANSON, CITY CLERK

# Exhibit "A"

## CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT

### DISTRICT BOUNDARY DIAGRAMS

The boundary diagrams for the District have previously been submitted to the City Clerk in the format required under the 1972 Act and, by reference, are hereby made part of this Report. The boundary diagrams are available for inspection at the office of the City Clerk during normal business hours. The following diagram provides an overview of the District.



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AGENDA NO: B-3

MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council      **DATE:** June 20, 2023

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

**SUBJECT:** Adoption of Resolution No. 47-23 Directing the Levy of the Annual Assessment for the North Point Natural Area Landscaping and Lighting Maintenance Assessment District

## RECOMMENDATION

Staff recommends the City Council conduct the public hearing and approve the levy of the annual assessment for the North Point Natural Area Landscaping and Lighting Maintenance District (LLMAD) by adopting Resolution No. 47-23.

## ALTERNATIVES

Not adopt Resolution No. 47-23 and provide alternative, specific directions for staff.

## FISCAL IMPACT

By adopting Resolution No. 47-23, \$5,645 will be collected through an assessment of all parcel owners in the North Point subdivision for the maintenance of the North Point LLMAD and Natural Area.

## SUMMARY

At the May 9, 2023, City Council meeting, the Council adopted Resolution No. 30-23 approving the Engineer’s Report describing the annual maintenance to be completed at the North Point Natural Area and declaring the City’s intent to levy an annual assessment to partially finance the maintenance covered by the district. The assessment of the North Point subdivision is \$5,645 or \$564.50 per parcel for Fiscal Year (FY) 2023/24 and will be collected by the County Assessor’s Office.

The approved Engineer’s Report detailed that the costs for maintenance of the North Point Natural Area exceed the revenue received in the assessment amount. Costs not covered by the North Point assessments are covered by the City’s General Fund. As part of the assessment process, the City ordered the preparation of an Engineer’s Report, approved May 9, 2023, adopted a resolution of intention to levy an assessment, and set June 27, 2023 as the public hearing date on the proposed levy of assessment. The required noticing was published in the local newspaper per State requirements. The Council must hold a public hearing before considering continuing the levy of the annual assessment.

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

**CONCLUSION**

Staff recommends continuation of the annual assessment of the property owners within the North Point Natural Area LLMAD, for maintenance needs, by adopting Resolution No. 47-23.

**ATTACHMENT**

1. Resolution No. 47-23

**RESOLUTION NO. 47-23**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA  
DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE NORTH POINT  
NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE  
ASSESSMENT DISTRICT PURSUANT TO THE  
“LANDSCAPING AND LIGHTING ACT OF 1972”  
(STREETS AND HIGHWAYS SECTIONS 22500 ET. SEQ.)**

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

**WHEREAS**, on May 9, 2023, the City Council adopted Resolution No. 30-23 declaring the Council’s intent to levy an assessment for the annual maintenance of the North Point Natural Area Landscaping and Lighting Maintenance Assessment District (the “District”) and approving the Engineers Report; and

**WHEREAS**, a public hearing regarding the levy of the annual assessment of the District was scheduled for June 27, 2023 at or about 5:30 p.m., in a hybrid format with opportunities for public comment both an in-person meeting at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442 as well as through virtual public participation; and

**WHEREAS**, notices regarding the continuation of the proposed assessment listing the date, time and location of the hearing were published in the local newspaper; and

**WHEREAS**, the City Council did take public testimony from all interested parties as to the levy of the annual assessment for the District on June 27, 2023, at the Morro Bay Veterans Memorial Building, 209 Surf Street, Morro Bay, CA 93442.

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

1. The annual levy for the maintenance of the District generally located as shown on Exhibit “A,” attached hereto, is hereby ordered and the assessment of \$5,645 to be equally distributed per assessable parcel for the Fiscal Year 2023/24 is hereby confirmed.

2. Adoption of this Resolution shall constitute the levy of an assessment for the Fiscal Year 2023/24 and the City Clerk shall file the diagram and assessment with the County of San Luis Obispo Auditor.

**PASSED AND ADOPTED** by the City Council of the City of Morro Bay at a regular meeting held this 27<sup>th</sup> day of June, 2023 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

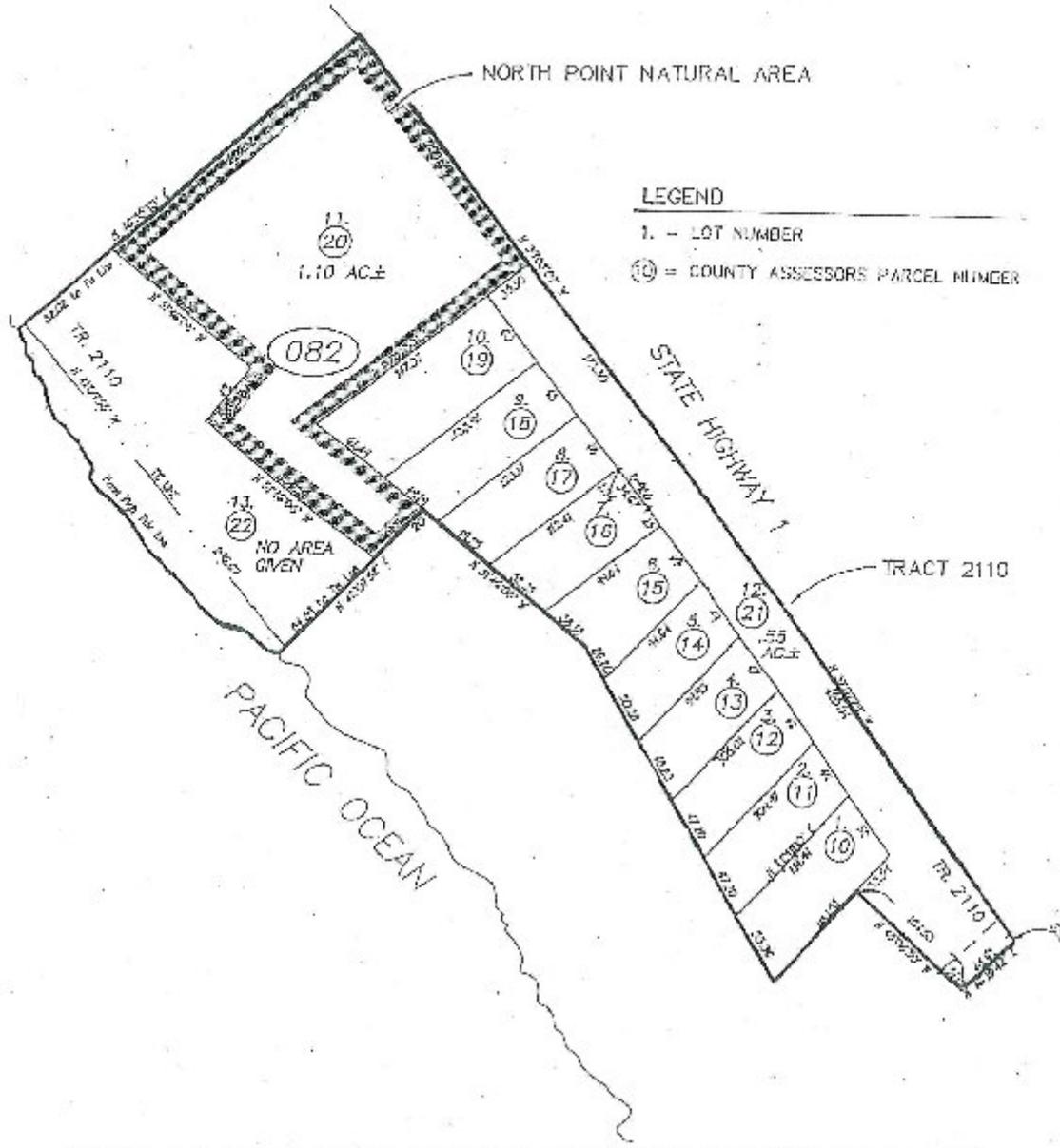
\_\_\_\_\_  
CARLA WIXOM, Mayor

ATTEST:

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

NORTH POINT NATURAL AREA  
LANDSCAPING AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM





AGENDA NO: C-1  
MEETING DATE: June 27, 2023

# Staff Report

**TO:** Honorable Mayor and City Council **DATE:** June 20 2023  
**FROM:** Eric Riddiough, PE – City Engineer  
Greg Kwolek – Public Works Director  
**SUBJECT:** Continued Discussion on the Intersection Improvements at State Route 41, State Route 1, and Main Street

## RECOMMENDATION

Staff recommends the City Council recommend the roundabout alternative to Caltrans for approval and, if approved, direct City staff to begin design phase and pursue additional funding opportunities for the project.

## ALTERNATIVES

1. City Council may recommend the double-signal alternative to Caltrans for approval and, if approved, direct City staff to begin design phase.
2. City Council may direct staff to pursue a No-Build alternative and may direct City staff to explore potential pedestrian safety enhancements under the current intersection configuration as part of the development of the Local Road Safety Plan.
3. City Council may provide other direction to staff.

## FISCAL IMPACT

An updated engineer’s opinion of probable costs to deliver the roundabout alternative was developed in 2021 at \$8,952,000, though staff believes the costs could be as high as \$12,000,000 given cost escalation in the construction industry. The cost estimate provided includes preconstruction activities, right of way acquisition, construction, construction management, and project administration.

The City approved a funding agreement with San Luis Obispo Council of Governments (SLOCOG) in November 2021 that stated the City would pledge at least \$2,500,000 in order to match the SLOCOG commitment of \$5,890,000. So far, the City has allocated \$1,200,000 from the Measure Q&E Fund for the project, and the proposed FY 2023-24 budget includes an additional allocation of \$826,000 of Development Impact Fees.

If the roundabout alternative is approved, City staff will begin with the design phase of the project and seek additional funding from SLOCOG, Caltrans, and state and federal grants to fund its construction.

## BACKGROUND/ DISCUSSION

This item was brought to the City Council at their regular meeting on Tuesday, June 13, 2023. Staff gave a presentation of the item, Council asked questions of staff, City Council heard public comment, and the item was continued to this meeting. During that presentation, Staff gave City Council the following information that was not included in the staff report:

Prepared By: <u>ER</u>	Dept Review: <u>GK</u>
City Manager Review: <u>GC</u>	City Attorney Review: <u>CFN</u>

- SLOCOG staff has indicated to City staff an opportunity to request an additional \$2.5 million in CMAQ funding at the SLOCOG August board meeting to fund the roundabout alternative.
- Caltrans staff has indicated to City staff an opportunity to potentially receive up to \$3 million in SHOPP funding for the roundabout alternative, or a significantly smaller amount in funding for the double-signal alternative.
- The community survey showed that of the over 300 respondents, approximately half shared congestion or safety concerns with the intersection, with the other half expressing other or no concerns with the intersection.

No changes have been made to the staff report below.

Development of the intersection improvements project at State Route 41, State Route 1, and Main Street (SR-41/SR-1/Main) intersection has been in process for several years and dates back to preliminary work conducted in the early 2000's. Improvements to the SR41/SR1/Main intersection are necessary to resolve current and future concerns of traffic flow, congestion and associated delays, potential collisions, and enhancing safety of drivers, pedestrians and cyclists.

A challenge of the current intersection configuration is that the SR41/Main intersection and the SR1/SR41 intersection are only about 75 feet apart. Due to the close intersection spacing and the existing 4-way "Stop" controls at SR41/Main, in addition to the stop sign at the SR1 offramp, the two intersections operate as one unsignalized intersection with five approaches and exits. The intersection's shortcomings have been demonstrated through user experience and regular reports to the City through incident reports and resident complaints, with many potential conflict points. The SR-41/SR-1/Main intersection experiences the highest rate of traffic collisions in all the City of Morro Bay. It also exhibits congested conditions, especially during peak commute hours, which are projected to worsen over time. The engineering analysis shows that improvements are needed to increase the overall operational level-of-service (LOS) and enhance conditions, while reducing congestion and potential collisions at the intersection. An improvement project would upgrade capacity and intersection control for the existing, closely spaced, intersections on SR41, SR1 NB ramps, and Main Street as well as provide better accommodations for pedestrians and cyclists.

The project was started by State of California Department of Transportation (Caltrans) in 2001 when a Caltrans Project Study Report (PSR) was approved to review traffic signal and/or roundabout alternatives. A Caltrans Draft Project Report (Draft PR) was then published in September 2002 with a traffic signal and/or roundabout alternatives. A California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) was prepared in September 2002 to identify the potential impacts and any required mitigations specific to the two viable build alternatives. Neither the Draft PR nor the MND were processed through to final approvals. The process stopped in 2003.

The City picked up the project again in 2014. GHD, formerly Omni-Means, was contracted by the City in 2016 to begin the initial phase of the project called the Project Authorization and Environmental Determination (PA&ED) phase, or Task 1, including environmental work, planning, permitting, and preliminary engineering for a contract cost of \$236,557. PA&ED is the process required by Caltrans to produce the Project Report (PR) for improvement projects by local jurisdictions on the State Highway System, which will ultimately be reviewed and approved by Caltrans prior to design authorization. The Caltrans required Intersection Control Evaluation (ICE) is a two-step process that was completed in 2016 and approved by Caltrans. The ICE presents and evaluates the two design alternatives, Double Signalization and Roundabout, in addition to a "No Build" option prior to environmental evaluation. The final conclusion of the ICE was that based upon the performance measures evaluated and engineering analysis, the Roundabout is the preferred alternative from the findings.

#### Public Outreach in 2016

Initial meetings with Morro Bay High School (MBHS) and San Luis Coastal Unified School District (SLCUSD) officials were conducted in 2016. At that time, both voiced strong support for the Roundabout alternative over the Double Signal alternative, consistent with the ICE recommendation. The Public Works Advisory Board (PWAB) reviewed the project at their July and August 2016 meetings and recommended that the City Council move forward with the Roundabout as the preferred alternative and continue with GHD in PA&ED with the project to improve the operational deficiencies at this critical gateway to the community. The City Council gave this approval

at the regular meeting on August 17, 2016.

**Recent Developments**

Between 2016 and 2021, the project has continued in the PA&ED process with the Roundabout alternative in mind for determining environmental and right-of-way impacts. There have been various delays during PA&ED, including the need to add required additional archeological pre-construction investigations and mitigation services, an Extended Phase I (XPI) study of cultural resources, and additional preliminary design services which resulted in a contract amendment with GHD in April 2021 for \$87,951. The current contracted cost to date with GHD is \$324,508. Additional delays to the project schedule can be attributed to the COVID-19 pandemic between 2020-2021, where City staffing resources and funding for many capital projects were halted temporarily during the financial turmoil that the City faced over those two years. In November 2021, the City’s main funding partner, SLOCOG, requested a funding plan for the City’s portion of the project. The City committed to pledging \$2,500,000 of City funds over four years, or at an average investment of \$633,333 per year. At this time, the City acknowledged that the City Council could still consider the double-signal and the roundabout alternative and that this decision would be brought back to the City Council towards the conclusion of the PA&ED process, and that prior to this decision, staff would conduct public engagement activities around this project.

Since much time has passed from when the initial ICE was completed, the ICE traffic counts and analyses were to be updated to reflect present day conditions with the additions of new development and account for reasonable traffic growth consistent with Caltrans and regional guidelines.

**Level of Service (LOS) and Collision Data**

With the project delays experienced in the last 6-7 years, it was necessary to update the traffic study with updated traffic counts and the new developments’ traffic data. The traffic study was updated in March 2023 with new traffic counts collected in September 2022 with the expected trips accounting for the recently constructed Hampton Inn and the multi-unit housing project at 405 Atascadero Road off Sunset Avenue. A reasonable traffic volume growth rate of 0.5% was used to determine the expected future volumes, which is recommended by the SLOCOG Regional Model. It concludes that only the Roundabout alternative operates acceptably in the 2045 Design Year. For LOS, the “No Build” alternative currently fails with a LOS F and will continue to fail in the AM Peak hour for the SR 1 northbound ramps intersection and in the PM Peak Hour for the Main Street intersection. The Double Signal alternative, even with the newly proposed signal timing, fails with a LOS E in the 2025 Opening Year which elevates to LOS F in 2045. The Roundabout alternative does not fail even after a 20-year design life with LOS B in 2045. Below are the specific results of this updated LOS analysis:

**Description of Level of Services (LOS)**

Level of Service	Type of Flow	Delay	Maneuverability	Stopped Delay/Vehicle (sec)	
				Signalized/ Roundabouts	Unsignalized/ All-Way Stop
A	Stable Flow	Very slight delay. Progression is very favorable, with most vehicles arriving during the green phase not stopping at all.	Turning movements are easily made, and nearly all drivers find freedom of operation.	≤ 10.0	≤ 10.0
D	Approaching Unstable Flow	The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume-to-capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	Maneuverability is severely limited during short periods due to temporary back-ups.	>35 and ≤ 55.0	>25 and ≤ 35.0
E	Unstable Flow	Generally considered to be the limit of acceptable delay. Indicative of poor progression, long cycle lengths, and high volume-to-capacity ratios. Individual cycle failures are frequent occurrences.	There are typically long queues of vehicles waiting upstream of the intersection.	>55 and ≤ 80.0	>35 and ≤ 50.0

F	Forced Flow	Generally considered to be unacceptable to most drivers. Often occurs with over saturation. May also occur at high volume-to-capacity ratios. There are many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors.	Jammed conditions. Back-ups from other locations restrict or prevent movement. Volumes may vary widely, depending principally on the downstream back-up conditions.	> 80.0	> 50.0
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References: 2016 Highway Capacity Manual

### Double Signal Alternative

ID	Intersection	Peak Hour	2025 Opening Year (Traffic Signal)		
			Control	Delay	LOS
1/2	Main St / SR 1 NB Ramps & SR 41	AM	Signal	<b>65.4</b>	<b>E</b>
		PM		<b>61.0</b>	<b>E</b>
<b>BOLD</b> Indicate LOS of D or worse					

ID	Intersection	Peak Hour	2045 Design Year (Traffic Signal)		
			Control	Delay	LOS
1/2	Main St / SR 1 NB Ramps & SR 41	AM	Signal	<b>77.4</b>	<b>E</b>
		PM		<b>83.3</b>	<b>F</b>
<b>BOLD</b> Indicate LOS of D or worse					

### Roundabout Alternative

ID	Intersection	Peak Hour	2025 Opening Year (Roundabout)		
			Control	Delay	LOS
1/2	Main St / SR 1 NB Ramps & SR 41	AM	Roundabout	9.9	A
		PM		10.6	B
<b>BOLD</b> Indicate LOS of D or worse					

ID	Intersection	Peak Hour	2045 Design Year (Roundabout)		
			Control	Delay	LOS
1/2	Main St / SR 1 NB Ramps & SR 41	AM	Roundabout	11.8	B
		PM		13.4	B
<b>BOLD</b> Indicate LOS of D or worse					

### No Build Alternative

ID	Intersection	Peak Hour	2025 Opening Year (No Build)		
			Control	Delay	LOS
1	Main St & SR 41	AM	AWSC	27.7	D
		PM		34.9	D
2	SR 1 NB Ramps & SR 41	AM	TWSC	55.7	F
		PM		11.9	B
<b>BOLD</b> Indicate LOS of D or worse					

ID	Intersection	Peak Hour	2025 Design Year (No Build)		
			Control	Delay	LOS
1	Main St & SR 41	AM	AWSC	40.6	E
		PM		49.4	E
2	SR 1 NB Ramps & SR 41	AM	TWSC	105	F
		PM		12.5	B
<b>BOLD</b> Indicate LOS of D or worse					

In addition to the updated LOS from the traffic study data, collision data was also summarized for this intersection. The SR-1/SR-41/Main intersection has the highest number of collisions in the City at 23 for the last 5 years. As a comparison, the existing roundabout at Morro Bay Boulevard and Quintana has 9 collisions recorded in the last 5 years.

#### Collisions 2017-2022 at SR41/SR1/Main and Morro Bay Blvd/Quintana

Intersection ID	Intersection	By Severity					By Type							By Year					Bicycle Involved Collisions	Pedestrian Involved Collisions	Total Collisions (2017-2022)	
		Fatal	Severe Injury	Injury (Other Visible)	Injury (Complaint of Pain)	Property Damage Only	Head-On	Sideswipe	Rear End	Broadside	Hit Object	Vehicle/Pedestrian	Other	2017	2018	2019	2020	2021				2022
1	SR 41 / Main St	0	0	1	2	17	2	1	9	7	0	1	0	1	4	3	5	4	3	0	0	20
2	SR 41 / SR 1 NB Off/On Ramp	0	0	0	0	3	0	0	0	3	0	0	0	0	0	2	0	0	1	0	0	3
3	Morro Bay Blvd / Quintana Rd	0	0	1	1	7	0	1	2	5	1	0	0	1	1	2	1	2	2	0	0	9

#### Alternatives – Pros and Cons

There are two proposed “Build” alternatives of intersection improvements for consideration and a third alternative of a “No Build” option.

The first alternative is the Double Signalized Intersection. With the Double Signal alternative, the study intersection controls are converted from an all-way stop control to a coordinated signalized intersection system. One pro for this approach is lower up front construction cost (\$4-6 million estimate). SLOCOG staff have indicated to the City that they would support a recommendation to their board to fund a proportionate amount of a double-signal project as compared to their current funding of the roundabout alternative. Given that, if the City Council approves the FY 2023-24 budget as proposed, the City has \$2,026,000 allocated towards this project, the double-signal is potentially

already nearly fully funded. This alternative's smaller footprint of disturbance could also lead to faster approval and right-of-way processes. Another pro is that traffic signals come with defined cycles, which are simple to understand for drivers and pedestrians.

One con of the double signal alternative is that the LOS is projected to be similar to the No Build alternative once built, and is projected to fail by the year 2045, which means longer wait times at the intersection. Another con is that this intersection configuration arguably has a greater potential for collisions due to the higher speeds at which vehicles are lawfully allowed to go through the intersection. There are also more traffic conflict points with a signalized intersection, and pedestrians must navigate three potential vehicular conflicts when crossing the road during a green light. Further, pedestrians must cross a relatively long width of road when crossing the road. Finally, another con is increased yearly maintenance costs due to electrified infrastructure.



**Double Signal Alternative – Current LOS E, Projected (2045) LOS F**

The second alternative is the Roundabout Alternative. This alternative proposes the construction of a six-leg roundabout, where the general alignment of the intersection would remain the same. One of the pros of this alternative is its superior performance in the LOS modeling, with the least wait times for vehicles and a high grade over the first 20 years of its life. Another pro is fewer traffic conflict points than the other alternatives, including only one vehicular conflict for pedestrians in an intersection. This, combined with a shorter crosswalk width for pedestrians has been shown by data nationwide to result in a safer pedestrian experience and a lower chance of collisions with pedestrians. Another pro for the roundabout alternative is the overall safety benefits. Data compiled by the Federal Highway Administration and Insurance Institute for Highway Safety data that shows a 37% reduction in overall collisions, 75% reduction in injury collisions, 90% reduction in fatal collisions, and 40% reduction in pedestrian collisions when compared to intersections with traffic signals. Finally, staff believes the direction to move forward with the roundabout alternative will enable the City to be more competitive with County, State, and federal grants, which means the City could leverage its investments in this intersection to obtain outside funding for a safer, less congested, and longer lasting alternative.

The major con of the roundabout alternative is the higher initial construction cost (\$8-12 million estimate). Another con is the increased footprint of disturbance required to build the roundabout, which will require more right-of-way acquisition and likely more time for review and approval. Another con is the timeline to construct a roundabout would be longer and would likely result in more disruption to the community, though the intersection would remain fully open during construction phasing built into the design. Finally, the roundabout alternative does not provide pedestrians with defined cycles to cross the road which requires drivers to stop and yield by law.



**Roundabout Alternative – Current LOS B, Projected (2045) LOS B**

The third alternative, the No Build option, utilizes the existing lane geometrics and intersection control at the SR 1/SR 41/Main Street intersections. The pros of the No Build alternative is that there is no cost or impact to the community. The City Council could also direct staff to explore pedestrian safety enhancement projects as part of the upcoming Local Road Safety Plan process, which may have some small financial impact, but which could address some pedestrian safety concerns at this intersection without going through a larger construction project.

One con of the No Build alternative is it already has a failing LOS during peak periods, and it is expected to worsen over the next 20 years. Another con is there are reports of confusion between drivers and other drivers, as well as between drivers and pedestrians and cyclists as to who goes first. The intersection had 23 accidents in the last five years. Finally, the No Build alternative does not provide pedestrians with defined cycles to cross the road, and pedestrians are more at risk from the multiple points of conflict with vehicles.



**“No Build” Alternative – Current LOS F, Projected (2045) LOS F**

#### Public Outreach 2023

Given that several years have passed since the intersection improvements were last reviewed by the City Council, the Public Works Department initiated a fresh public engagement process prior to this item coming back to the City Council for direction. This began with a meeting with Morro Bay High students and staff which was conducted on May 2, 2023, at the MBHS Student Senate Meeting. During this meeting, staff presented students with the three alternatives for the intersection and their pros and cons. The students strongly expressed a hope that the City would not leave the intersection as it is now. Several students shared their personal experiences trying to navigate the intersection safely in the context of distracted and careless drivers.

A community forum was then held at the Morro Bay Community Center on May 10, 2023, to review and discuss the alternatives and hear from the community on their vision for the intersection. Over 70 community members attended the event, and many spoke on their concerns with the existing intersection and ideas on implementation options. One key takeaway from the meeting was that community members are very concerned about pedestrian safety, specifically the safety of high school students coming and going to school in the morning, during the lunch period, and in the afternoon. Many speakers felt that high school students are not able to navigate the current intersection and were concerned that a roundabout alternative would be unsafe for student drivers and pedestrians. Others shared concerns about the higher cost of a roundabout. Several speakers spoke in favor of a roundabout as a solution to the complexity of the intersection as well as the safety and emissions benefits offered by a roundabout.

To round out public engagement efforts, MBHS parents, students and staff had the opportunity to respond to a survey about their perspective on the intersection throughout the month of May through a weekly newsletter circulated by SLCUSD and MBHS. Nearly 100 responses were received from the survey conducted by SLCUSD. Results of that survey were shared with the City by the SLCUSD and those results are contained as Attachment 2 to this report. City staff also released a community survey to reach out to the broader community to understand their usage and concerns for the intersection and its future. Over 300 responses were received from the community survey. Those results are also contained in Attachment 2.

Of the participants in the survey, 75% identified as Morro Bay residents with at least 50% of the participants claiming that they use the intersection on a daily basis. In both the Community Survey and the MBHS Survey, 75% of users identified as drivers or passengers of motor vehicles with 12-13% of the users being pedestrians. For both surveys, over 85% of respondents answered that they feel the intersection does not handle traffic flow of vehicles and pedestrians adequately.

With regards to improvements, traffic congestion and flow of traffic was the most common answer of respondents at 82% with safety (70%) and improvements to pedestrian facilities (64%) close behind. In general, with regards to motorists' safety and traffic flow and congestion relief, the Roundabout alternative was perceived to be the most favorable. With regards to perceived pedestrian and bicycle safety, the survey results showed that Double Signal alternative was more popular. The existing 4-way stop showed to be the least popular alternative in all cases.

This item was also presented to the PWAB at its last regular meeting on May 17, 2023. Many members of the community spoke against the roundabout, including two MBHS students. The PWAB also received many emails in the agenda correspondence to PWAB with most in support of the Roundabout. The agenda correspondence is contained in Attachment 1. After consideration of all of the information presented and public comment received the PWAB's recommendation for the City Council was to proceed with design on the roundabout alternative.

Some community members have voiced concerns about other alternatives not being discussed such as pedestrian bridges over SR-1 or closure of ramps at the SR-1/SR-41 intersection. These alternatives are not up for consideration by Caltrans as dictated in the ICE study that was overseen by Caltrans.

#### Next Steps

The item is now before the City Council in order to direct staff on whether to move forward with this recommendation to present to Caltrans for design and ultimately buildout. Though the PA&ED process is not finished, it is now far enough along with the ICE study complete and the XPI complete, that Caltrans will consider approving the project to move into Design Engineering (Task 2). Moreover, there are funding deadlines approaching with San Luis Obispo Council of Governments (SLOCOG) for much of the funding that require this project to move forward with design and into construction within the next 1-2 years. Caltrans has indicated they will authorize the City to move forward with a proposed design alternative so that Task 2 design with plans, specifications, and estimates (PS&E) can be initiated concurrently while the environmental and right of way processes are completed. After a design alternative has been selected, submitted to Caltrans, and approved, the City will move to amend its contract with GHD to add Task 2, Design Engineering, for the Caltrans-approved alternative. Of note, Caltrans does have the authority to not approve a recommendation from the City Council for either of the two build alternatives, though this is unlikely if the City were to recommend the roundabout alternative since it was the preferred alternative in the ICE.

#### CONCLUSION

Staff recommends the City Council recommend the roundabout alternative to Caltrans for approval, and if approved direct City staff to begin design phase and pursue additional funding opportunities for the project.

#### ATTACHMENTS

1. May 17, 2023 PWAB Meeting Agenda Correspondence
2. Overall Community and MBHS Survey Results
3. Input on Intersection Improvements Received from Police Department
4. Input on Intersection Improvements Received from Fire Department



**AGENDA NO: A-2**

**MEETING DATE: May 17, 2023**

**AGENDA CORRESPONDENCE RECEIVED BY  
THE PUBLIC WORKS ADVISORY BOARD FOR  
PUBLIC REVIEW PRIOR TO THE MEETING**

**From:** Rodger Anderson <[REDACTED]>  
**Sent:** Tuesday, May 16, 2023 9:49 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Highway 41 roundabout

I live in north Morro bay and need to regularly use this intersection. I STRONGLY favor the roundabout option, given the additional grant money that seems to be available for this choice, even though it is initially more expensive than signalization. As a member of the city council, I was skeptical about the Morro Bay Blvd. roundabout. After much deliberation I voted in favor of it and it has proved successful. The best example of a similar intersection with a roundabout that I have used a number of times, would be the roundabout at Milpas Street and US 101 in Santa Barbara. It has a freeway underpass, an off ramp, an on ramp, and another street all converging. It has far more traffic and works efficiently. It also accommodates pedestrians getting from one side of the freeway to the other as well as crossing Milpas. Please do the roundabout.

Respectfully,  
Rodger Anderson

[REDACTED]

**From:** Lorie Noble [REDACTED]  
**Sent:** Tuesday, May 16, 2023 10:16 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Comments Regarding 5/17 Agenda Item A-2

Dear Advisory Board,

I use this intersection of Hwy 41/Hwy 1/ and Main Street often and daily. I think it would be safer for pedestrians if a signal were installed.

Lorie Noble  
Greenwood Ave  
Morro Bay

**From:** Jeff Anderson [REDACTED]  
**Sent:** Tuesday, May 16, 2023 10:53 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Cc:** Loosewood@gmail.com; 'Shellie Anderson' <imassage7@gmail.com>  
**Subject:** Hwy 41 Roundabout WE SUPPORT

My wife and I live very close to the Hwy 41 / Main St. intersection and strongly support the proposed roundabout.

It is at times a very busy intersection and we are grateful that this proposed change might take place.

We are:

Jefferson Anderson

[REDACTED]

[REDACTED]

And

Rachelle Rene Anderson

[REDACTED]

[REDACTED]

[REDACTED]

**From:** Carole Truesdale [REDACTED]  
**Sent:** Tuesday, May 16, 2023 11:36 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Highway 41/Main Street & Hwy 1

Dear Members of PWAB,

My husband and I attended the meeting on May 10<sup>th</sup> regarding the discussion about roundabout, signals at this intersection.

We all understand the issues surrounding the safety of pedestrians trying to cross this intersection, folks rolling through stop signs etc. The fact of building a roundabout is horrid because it does not really address the safety factor of individuals/bicyclist trying to navigate the onflow of traffic to cross safely.

According to the Staff Report, there are 3 options on the table: no action, roundabout, signalization. At the public workshop held last week, tunneling and overhead walkway were dismissed as alternatives to keep pedestrians safe due to flooding and cost.

The Staff Report does not mention the cost estimates stated during last week's workshop: \$4 million for signalization and \$12 million for roundabout. It also does not state that signalization would require less time to build than a roundabout.

We feel that the area suggested for the roundabout to too dicey, and a signal would be a better way to control the traffic flow in that area, especially with the anticipated additional traffic from the new affordable housing units and new hotel on 41 and continued flow of individuals coming into our town from various parts of the state.

I have been a resident of Morro Bay since 1995 and a homeowner. Thank you for reading my comments.

Kind regards,

*Carole Truesdale*

*"Food without wine is a corpse; wine without food a ghost. United and well matched, they are as body and soul; living partners!" chef...Andre Simon (1877-1970)*

-----Original Message-----

From: Greg McDonald [REDACTED]  
Sent: Tuesday, May 16, 2023 2:44 PM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: Re: Highway 41 / Main St intersection

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

I am unable to attend the upcoming meeting on 5/17, but would like to make my humble opinion and recommendation. I think a 4 way signal controlled intersection would best serve the location and public. The walk signal during signal phases would control pedestrian traffic. The signal phases for vehicle traffic would be able to control all directions of vehicles, including the Highway 1 off-ramps. It may take a little longer to get off Highway 1, but the control of the Highway 41 and Main St intersection would flow properly when you take out the human error of drivers who may not know when it is their turn, as is the current situation and could be the case with a roundabout. It is unfortunate that drivers do not know how to use roundabouts, but that is a fact. The current roundabout at Quintana and Morro Bay Blvd is a hazard for many reasons, with driver error being a major issue. With a large senior citizen and tourist base of drivers, simple stop signs or signals are easily recognized and maneuvered by all types of drivers, without any additional training.

Thank you for allowing my input and hopefully it can be used as citizen input for the upcoming meeting.

Sincerely,  
Greg McDonald  
(retired deputy sheriff - San Diego County Sheriff's Dept.)

Sent from my iPad

**From:** GARY KURIS [REDACTED]  
**Sent:** Tuesday, May 16, 2023 11:13 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** 41 and Main

I don't know if I'll be able to make tomorrow's meeting of the PWAB, so I'm sending you this copy of a note I sent to the Mayor and Council. I write as someone who's been going through the intersection of 41 and Main multiple times a day for fourteen years, by car, foot, and bicycle.

Thanks for your attention.

Gary Kuris

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TO: Mayor Wixom; City Council

RE: Intersection of 41 and Main

Morro Bay is emerging from the construction of a \$160-million sewage plant. We need to cast a cold eye on new infrastructure projects that don't have clear and overwhelming importance. It's irresponsible to spend millions on a single intersection when we can't afford to keep the streets paved. The situation at 41 and Main may be less than ideal, but it's hardly a catastrophe justifying major expenditure. Either of the proposed improvements—stoplights or a roundabout—raises questions, as staff and consultants admitted at the May 10 workshop; no solution will be perfect. The visitors pouring down Route 41 on summer weekends may never have seen a roundabout before, and the result will not be pretty. Construction will involve an extended period of

traffic chaos. We've already had to endure years of disruption. How much more do we have to take? (And then there's the effect on traffic of the proposed battery plant nearby, a boondoggle that went unmentioned at the workshop.)

Major infrastructure expenditures—projects that affect the very nature of the community—should be put to a vote of the community. As we saw with the sewage plant, workshops and online surveys are no way to make decisions.

The May 10 workshop set out a solution in search of a problem.

Gary Kuris

**From:** [REDACTED]  
**To:** [PWAB](#)  
**Subject:** 41, 1 and Main  
**Date:** Tuesday, May 16, 2023 2:00:27 PM

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**CAUTION:** This is an external email. Please take care when clicking links or opening attachments.

To Whom it may concern;

I use the morro bay high school pool 5 days a week.

Tuesday and Thursday mornings for the early swim are insanely busy with the traffic flow of pool patrons, commuters and students trying to cross these intersections.

Leaving the pool between students lunch hours is another dangerous time as well at later in the day when school lets out.

An expensive roundabout is not the answer. Signage and sensor lights is an idea; if one direction is void of cars, another direction may open up the flow.

Courteous drivers are few and far between when personal deadlines seem more important. Running stop signs is a regular occurrence. Am surprised there are not more accidents.

Good luck with this.

Please don't spend more money that we don;t have.

For what it's worth,

Mary Forbes

-----Original Message-----

From: Tom Cantwell [REDACTED]

Sent: Tuesday, May 16, 2023 3:57 PM

To: PWAB <PWAB@morrobayca.gov>

Subject: Highway 41 and Highway one interchange with Main Street

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

Hi, my name is Tom Cantwell. I use this intersection frequently. It's horrible especially when kids are getting out of school. You have to wait for everybody to walk across and it backs up and it backs up at other times. It's just not set up properly as it was first probably intended something needs to be done and I appreciate your doing something about it but while you're also doing something with the intersection, you need to have access to Highway 41 for people who go to Atascadero for work, doctors, etc. thank you very much. My name is Thomas Cantwell. My email address is [cantwell@olyphen.com](mailto:cantwell@olyphen.com).

Sent from my Perspective

**From:** Lori Toft [REDACTED]  
**Sent:** Tuesday, May 16, 2023 8:03 PM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Round about or traffic light?

Hi there, I am a Morro Bay resident living very close to the intersection of Hwy 41/Main Street/Hwy 1. I understand that you are seeking community input on the decision of how to help this difficult intersection. I see the traffic is drastically different from hour to hour, day to day due to tourists heading up or down the coast and high school students. As much as I dread the time and cost for a round about, this seems to me the much better choice. There is a similar intersection in Paso Robles where Hwy 46/Spring Street/Hwy 101 meet and those stop lights are super frustrating to navigate and there are NO pedestrians and no nearby school. It's simply too complicated for a series of stoplights to keep up with. I think a round about is the much better choice for this location.

I'm sorry I can't be at Wednesdays meeting but I appreciate your taking the time to consider my input. Thank you so much,

Lori Toft  
Morro Bay home owner.

Sent from my iPhone

-----Original Message-----

From: Pat Reed [REDACTED]  
Sent: Tuesday, May 16, 2023 9:05 PM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: Roundabout at 41 and N Main

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

It has been brought to my attention that the previous city council decided to approve the round about at the intersection of 41 and N Main. We have lived in MB for 22 years and are constantly using the round about on MB Blvd which has made that intersection smoother and faster to negotiate. Roundabouts effectively move traffic all over the world and many areas in the US. This is a complicated intersection but no system of traffic signals will be as safe and efficient as a well planned and designed roundabout. Safe crossing for pedestrians can and must be addressed, but traffic signals aren't the solution. A round about will be the best way to improve this intersection once and for all. Jim and Pat Reed

Sent from my iPad

**From:** Anne Limon [REDACTED]  
**Sent:** Wednesday, May 17, 2023 6:30 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Hey 41 and Main intersection

I'm a resident on Hwy 41 and use that intersection at least twice a day over the last 25 years. The general problem is people don't understand/follow the proper rules of driving. The people turning left turn before the people going straight or the people going straight try to be polite and wave the "lefties" to go and it slows and confuses the whole process. I'm not sure you can fix that with just signs. You will have to add turn lanes.

I am all for the Roundabout. I know the cost is greater and it will take time to build but in the long run, it should fix the issues.

An overhead crossing would be ideal for kid safety. Perhaps the school district has some \$\$ to add towards that.

Good luck with whatever you decide. Not everyone will be happy, no matter what. People can learn to use the roundabouts. They are becoming more common and are a good solution to a busy intersection.

Kind regards,  
Anne Limon

**From:** [REDACTED]  
**To:** [PWAB](#)  
**Subject:** Fwd: Delivery Status Notification (Failure)  
**Date:** Tuesday, May 16, 2023 9:13:21 PM  
**Attachments:** [icon.png](#)

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----- Forwarded message -----

**From:** Mail Delivery Subsystem <[mailer-daemon@googlemail.com](mailto:mailer-daemon@googlemail.com)>  
**Date:** Tue, May 16, 2023 at 9:11 PM  
**Subject:** Delivery Status Notification (Failure)  
**To:** [REDACTED] >



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From: M Carlson [REDACTED]

To: [PWAB@morrobsyca.gov](mailto:PWAB@morrobsyca.gov)

Cc:

Bcc:

Date: Tue, 16 May 2023 21:10:55 -0700

Subject: Hwy1/Hwy41 intersection

I'm unable to attend the meeting on Wednesday.

I'm wanting to convey my interest in a roundabout to solve this congestion. I'm sure a high school student would be intelligent enough to be able to safely walk any new crosswalk configuration that is added.

The new construction of a hotel and apartment complex will only magnify the problem area.

Thank you

Mrs Carlson

**From:** Linda Winters [REDACTED]  
**Sent:** Wednesday, May 17, 2023 8:47 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Alternative traffic solutions

Hello,  
My name is Linda Winters.  
I live on [REDACTED]  
[REDACTED]

Our Park and my little home is literally 30' from Main Street and 90' from the Hwy 1N off ramp, 300 paces from the intersection of Main and SR41.

Everyone that lives in our Park are acutely aware of this intersection as we MUST deal with it and it's possible dangers every single time we leave our homes , in our cars, as pedestrians, or on bikes or scooters.

There is no safe way to exit the Park during school hours, starting classes, during lunch hours, and as school sessions ends.

Then we also have heavy traffic times as the commuters are coming and going to work.

These are all facts of life for those of us that live close by this intersection.

That's speaking for folks on the Southside of Main/SR41.

There are hundreds more that live very close by in Mobilehome Parks and apartments, on the Northside and eastbound.

We all know the intersection needs attention, and we need our pedestrians to be safe, that is a "given".

As I have read through your traffic surveys and assessed the different options each alternative presents to the humans and our environment, I saw a possible and immediate fix to the traffic flow.

Place speed humps or traffic bumps, those white bumps placed in patterns on the roadways, from ALL directions, N, S, E and W, for at least 450' before entering the intersection.

Those automatically slow drivers down.

After those are applied, drivers become accustomed to the conditions BEFORE they enter the intersection.

We all know that just lowering the speed limit doesn't slow drivers down.

Then the City and State can proceed to whichever option is decided upon.

I have a personal preference , the Roundabout, but I will be happy to see something nay anything done to this traffic nightmare.

I will always be concerned about the students and seniors using the crosswalk, they both have different motives, but they all would like to get to the other side of the road alive!

I will see you all at the meeting this evening.

Respectfully submitted by  
Linda Winters

[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** Dennis Houlsby [REDACTED]  
**Sent:** Wednesday, May 17, 2023 8:54 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Highway 41 Intersection at Main Street

I fully support the option to build a new roundabout at this intersection. Roundabouts keep traffic moving, reducing the frustration of motorists stuck at a traffic light when there is no traffic in the other direction. They work well and are easy to maneuver. Having travelled in England, roundabouts are everywhere, from small two-way streets to multiple lane intersections. As a tourist I adapted quickly to their use; if I missed an exit the first time, I merely drove around again until I found the right one. SLO has embraced these interchanges with the highway 46, Vineyard drive being the last one. Morro Bay should continue with this trend which is relatively new to the US but common place elsewhere.

RD Houlsby  
Cayucos, CA

**From:** Zust -Doerr [REDACTED]  
**Sent:** Tuesday, May 16, 2023 5:01 PM  
**To:** Dana Swanson <[dswanson@morrobayca.gov](mailto:dswanson@morrobayca.gov)>; Greg Kwolek <[gkwolek@morrobayca.gov](mailto:gkwolek@morrobayca.gov)>  
**Subject:** Comments for A-2, Improvements at State Route 41, State Route 1, and Main Street

**DATE:** May 16, 2023  
**TO:** Morro Bay PWAB  
**FROM:** Bob & Barbara Doerr  
**SUBJECT:** Agenda **No. A-2** - May 17, 2023 - Design Alternatives to Caltrans for Intersection  
Improvements at State Route 41, State Route 1, and Main Street

We have issues with the proposed roundabout at Route 41 at Main. However, our greatest concern is for pedestrian safety: for students going to and from school and the many young people heading to the beach, Flippos, the Boys/Girls Club, or high school for recreation and events.

We do not believe the high cost of a roundabout is the only or a full traffic solution. It may move traffic faster with less pollution, but as a prior weekday family school drop-off and pick-up service, we still see problems.

**1.) Unaffordable high cost of roundabout project.**

Who pays for the roundabout project? The City acknowledges it can't afford to maintain the existing streets so how can we afford a \$12++ Million roundabout?

Double signalized intersection	\$4 to 6 Million	
Roundabout	\$8 to 12 Million	Construction Costs *
		* Plus, Right-of-way

acquisition and studies.

QUESTION: In an effort to provide full transparency to residents at tonight's meeting, please present actual costs to City taxpayers for roundabout and the double signal project alternatives.

Give us a breakdown of costs to be paid by the City versus costs to be paid for by CALTRANS or grants.

**2.) Postpone project and consider eliminating access points to State Route 1 (SR-1), thereby, making the less costly double signal alternative a more viable solution with better LOS.**

As an example, before moving forward please consider eliminating access to State Route 1 (SR-1)

northbound entrance from SR-41, and instead direct northbound SR-1 traffic north on Main Street.

This could be done on a temporary basis by just blocking SR-1 North entrance at SR-41 as a test.

Then redirect traffic north along Main Street to San Jacinto entrance to SR-1 northbound,

and/or similarly direct traffic South along Main to SR-1 northbound entrance near Bicycle Park.

Morro Bay offers many options for access to and from SR-1.

We do like roundabouts, but Morro Bay doesn't seem to have the space/land to build an effective,

large enough roundabout or the money to purchase more land. This seems to be a problem

with the proposed roundabout – it should be larger. The many young pedestrians must still

depend on drivers to allow them to cross the streets. Adult/mature drivers do not seem

to give proper right-of-way and respect to kids!

Thank you for considering our comments and questions.

Bob & Barbara Doerr

**From:** [REDACTED]  
**To:** [PWAB](#)  
**Subject:** Roundabout!!!  
**Date:** Wednesday, May 17, 2023 1:03:34 PM

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Hello!

Please put a traffic circle / roundabout at Hwy 41 and Main St! It is the best option! the one at Quintana is great! Please don't believe that residents want a signal - I think that is people who don't realize how much better a roundabout would be for all involved. A traffic circle is a safe option for everyone, including pedestrians and bikes. Also, I think the MBHS safety officer should conduct pedestrian traffic at that intersection during lunch time and after school, regardless of what option is chosen.

Thanks for listening to input!

Beth Appel

North Morro Bay resident and parent of 2.

**From:** [Heather Goodwin](#)  
**To:** [Janeen Burlingame](#); [Greg Kwolek](#)  
**Cc:** [Dana Swanson](#)  
**Subject:** FW: Agenda Item A-3 for May 17, 2023 Meeting  
**Date:** Wednesday, May 17, 2023 1:09:34 PM

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Fyi....

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**From:** Bart Beckman [REDACTED]  
**Sent:** Tuesday, May 16, 2023 6:17 PM  
**To:** Council <council@morrobayca.gov>  
**Cc:** Karen Beckman [REDACTED]  
**Subject:** Agenda Item A-3 for May 17, 2023 Meeting

**CAUTION:** This is an external email. Please take care when clicking links or opening attachments.

I have been trying to send this to PWAB

May 16, 2023

PWAB Members

Subject: Agenda Item A-3 for May 17, 2023 Meeting

We have reviewed the information provided in the Agenda for this item and have some questions/concerns about the study.

1. The Study goes into detail about the **emissions**; can we assume that these calculations were constructed using the most recent car emission regulations being imposed on California – namely a move to all-electric by the end of this decade (or reasonably the same time frame as to when this Project might be completed or certainly soon thereafter). If not, this line of argument should be stricken from any future consideration.
2. The big concern about this intersection is **pedestrian traffic**. I did not see that addressed. We live in North Morro Bay and know to avoid this intersection before and

after school and at lunch.

A comparison was made relative to accidents for this intersection and the round-about on Morro Bay Boulevard. There are very rarely ANY pedestrians at Quintana and MB Blvd, whereas it is rare to not have pedestrians at 41/1/Main, much less during the aforementioned school hours.

The roundabouts at 46/Vineyard and those on Tank Farm are very efficient – none of these have any significant pedestrian traffic – in fact we have never encountered any, not that we frequent these places, but often enough.

We suggest you observe the high school students using this intersection at the peak times – a roundabout is asking for trouble. These are normal teenagers with a lot on their mind other than dodging traffic in a roundabout.

3. We did not find where the **funding** would come for either alternative. The previous City Council asked the electorate to pass Measure E, I believe, making NO mention of this Project. And then promptly used something like \$600,000 of these funds to continue the Intersection Study. The funding source identification should be specific and not - “we will use general funds for the Morro Bay portion”. If this Council is going to use E funds, then say so up front versus how the previous Council operated.
4. We attempted to find the qualifications of **John Rogers**. All we could find was a LinkedIn reference. And he is identified as a Marketing person.

Is Mr. Rogers a Traffic Consultant or someone the City hired to “Market” their preference? And will he be the ongoing PM? - If so, he would have an incentive to have this Project be as expensive as possible as his fees would be based on this (similar to Carollo for the WRF).

5. **We strongly support “a smart light” intersection.** Possibly having flashing red signals during “normal” hours.

Sincerely,

Bart and Karen Beckman  
Residents of North Morro Bay

Sorry if you received many copies - I was having trouble sending.

And relative to the WRF discussion, the Quarterly Report is basically an obfuscation of the issue at hand - when will we know if the Recycled Water component is viable - Carollo and the City keep kicking this can down the road. Is there A PERSON who will actually put their name on this Project to say they are fully confident we will be able to replace up to 80% of our water supply? If so, who is THAT PERSON? Not company, not City Staff, but a real person?

**From:** Tracy Stratton [REDACTED]  
**Sent:** Wednesday, May 17, 2023 2:05 PM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Intersection Improvements at Hwy 41 @ Route 1

Attn: PWAB,

I am a resident of Morro Bay and believe that the Roundabout Alternative would make the most sense for that intersection.

Roundabouts are often considered a better option than traffic signals at intersections for several reasons:

1. **Improved Traffic Flow:** Roundabouts facilitate a smoother flow of traffic compared to traditional signal-controlled intersections. The continuous circular movement eliminates the need for vehicles to stop and wait for a signal to change. This results in a reduction in delays, fewer instances of congestion, and improved overall traffic efficiency.
2. **Enhanced Safety:** Roundabouts have proven to be safer than signalized intersections. Studies have consistently shown a significant reduction in the number and severity of accidents at roundabouts. The design forces drivers to slow down while entering, encourages a more cautious approach, and reduces the occurrence of high-speed collisions or T-bone accidents that are common at signal-controlled intersections.
3. **Decreased Fuel Consumption and Emissions:** As roundabouts improve traffic flow and reduce delays, vehicles spend less time idling and braking. This leads to reduced fuel consumption and lower emissions, resulting in a more environmentally friendly transportation system.
4. **Lower Construction and Maintenance Costs:** Roundabouts typically have lower long-term costs compared to signalized intersections. While the initial construction of a roundabout may require more space and investment, ongoing maintenance costs tend to be lower due to the absence of signal equipment, electricity usage, and the need for regular signal timing adjustments.
5. **Pedestrian and Cyclist Safety:** Roundabouts offer better pedestrian and cyclist safety features compared to traditional intersections. Crosswalks and refuge islands within the roundabout allow pedestrians to safely navigate the intersection in smaller stages, while cyclists can use dedicated bike lanes or easily merge with traffic at lower speeds.
6. **Aesthetic and Community Benefits:** Roundabouts can enhance the aesthetic appeal of an area through landscaping, artwork, and decorative elements at the center. Additionally, roundabouts can create a sense of place and identity for a

community, contributing to a more visually appealing and welcoming environment.

Thank you for considering my input.

Tracy Stratton  
Morro Avenue, Morro Bay



May 17, 2023

Rocky and Judy Setting

Dear Members of PWAB,

My husband and I live in the Cloisters and experience the high school pedestrian activity almost daily. This activity involves 50-75 students accessing the crosswalks between 11:30 am and 12:30 pm. These awesome students are running against the clock with three things on their minds...FOOD, SOCIALIZING and GETTING BACK TO CLASS ON TIME.

These students take priority. Regarding a roundabout, having a safe tunnel or overhead for them is a must. There are way too many crosswalks to navigate and they make the route longer. There goes GETTING BACK TO CLASS ON TIME right out the window.

Regarding signalizing, it appears two, possibly three signals are needed. Signals will slow our awesome students down just a bit, but they will also provide much needed safety and traffic will run smoothly.

It appears the safe tunnel or overpass have been tabled. Too bad...

In an effort to keep our high school kids safe and save \$8 million dollars, Rocky and I petition for solving the eleven points of entry "pain in the street" dilemma by installing three signals.

Paso Robles installed similar (minus the awesome students) signalizing at HWY 46 and HWY 1.

Respectively Submitted,

Rocky and Judy Setting

[Redacted signature area]

-----Original Message-----

From: Seychelle Cannes [REDACTED]  
Sent: Wednesday, May 17, 2023 8:14 AM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: Hwy 41 & main

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

I believe a traffic circle is the best alternative if an overhead bridge is out of budget.

From a north morro bay resident.

-----Original Message-----

From: Janet [REDACTED]  
Sent: Wednesday, May 17, 2023 11:43 AM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: Hwy 41 at Main

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

I would like to give my input via email, because I'm not able to attend tonight's meeting. After reviewing the three options, I will support the recommendation for a roundabout. Thank you for all the time and information regarding this busy intersection.

Sincerely,  
Janet Carnegie

**From:** Marie Smith [REDACTED]  
**Sent:** Wednesday, May 17, 2023 4:17 PM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Users of Hwy 41 and Main Street,

Hello!

I just found out about tonight's meeting and feel that a signal would make more sense. The timing of the signal could be set according to the traffic approaching it.

A roundabout at that intersection may cause more confusion and is also more expensive and the time to construct a round-a-bout will cause major disruption.

An important freeway intersection to look at is the on-ramp south of this as people are coming off of the freeway to go to main street just as students and others are entering the freeway heading south. This is a dangerous on ramp (maybe installing caution signs are warranted for students and other!)

Marie Smith

**From:** Tim Walters [REDACTED]  
**Sent:** Wednesday, May 17, 2023 4:38 PM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Hwy 41/Hwy 1/Main Street intersection improvements - comments

I appreciate the work that has been done to analyze and evaluate the options for the Highway 1 / Main Street intersection and as a Morro Bay resident since 2003 would like to take the opportunity to provide comments on what I believe should be the preferred option:

1. **Not worth it:** The signalization is expensive and does very little to improve the intersection LOS and leaves the current lane configurations in place... they are not working today and will not work with a signal, queuing into the off ramp while waiting for the signal will be very frustrating and lead to potential conflicts trying to exit on the ramp, with cars from the high school or beach, and will not be safe for pedestrians.
2. **Preferred:** The roundabout (RAB) is extremely efficient can provide safe passage for peds, bikes and cars, slows the speeds of the vehicles, allows refuge points for pedestrians, provides excellent bike access through a very constrained intersection and is a one time – long time fix for decades to come.

Respectfully,  
Tim Walters  
Morro bay CA

-----Original Message-----

From: Sarah Smith [REDACTED]  
Sent: Wednesday, May 17, 2023 5:13 PM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: 41 project

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

Good evening. My husband and I live north of 41 and would like to see either nothing done at that intersection or we would like to see signaling there. We are not for the roundabout with so many kid's walking back and forth. Thank you for your time.

Kindly, Sarah

-----Original Message-----

From: Jan Paulson [REDACTED]  
Sent: Wednesday, May 17, 2023 5:37 PM  
To: PWAB <PWAB@morrobayca.gov>  
Subject: Highway 41 Interchange

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

I am unable to attend the meeting tonight but did attend the meeting last week. Apparently the signal solution would only be effective for 10-15 years per the experience of similar intersections in Paso and Arroyo Grande who are both now requesting funding for roundabouts since the increase of traffic which is also projected here in Morro Bay. Due to this and safety issues I urge you to approve the roundabout solution.

Jan Paulson  
[REDACTED]  
[REDACTED]

**From:** Kelly Lewis [REDACTED]  
**Sent:** Thursday, May 18, 2023 7:10 AM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Subject:** Hwy 41 and Main MB

Please give us a roundabout to keep traffic moving and ease the congestion at this intersection. Give the pedestrians a crosswalk away from the intersection, by Wee Shack or past Lucky Gas. Easy solution.

Kind regards,

*Kelly Lewis PT*

[REDACTED]

[REDACTED]

[REDACTED]

This e-mail, and any files transmitted with it, are intended only for the person or entity to which it is addressed and may contain confidential, protected, and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient, is prohibited. If you received this in error, please contact the sender and delete the material from any computer.



**AGENDA NO: A-3**

**MEETING DATE: May 17, 2023**

**AGENDA CORRESPONDENCE  
RECEIVED BY THE PUBLIC WORKS ADVISORY BOARD  
FOR PUBLIC REVIEW PRIOR TO THE MEETING**

**From:** [Heather Goodwin](#)  
**To:** [Janeen Burlingame](#); [Greg Kwolek](#)  
**Cc:** [Dana Swanson](#)  
**Subject:** FW: Agenda Item A-3 for May 17, 2023 Meeting  
**Date:** Wednesday, May 17, 2023 1:09:34 PM

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**Sent:** Tuesday, May 16, 2023 6:17 PM  
**To:** Council <council@morrobayca.gov>  
**Cc:** Karen Beckman [REDACTED]  
**Subject:** Agenda Item A-3 for May 17, 2023 Meeting

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PWAB Members

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**From:** Jeffrey Heller <jeffheller3@gmail.com>  
**Sent:** Wednesday, May 17, 2023 4:07 PM  
**To:** PWAB <PWAB@morrobayca.gov>  
**Cc:** Dana Swanson <dswanson@morrobayca.gov>  
**Subject:** Item A-3 on agenda for mtg on 5/17/23

To all

Thank you so much for serving on this important advisory board! I truly appreciate the time and effort you all invest to discuss the challenging issues that come before you.

I apologize for failing to get this "agenda correspondence" to Dana Swanson and you in time for the meeting. However, I think it may be of some use for the next Quarterly Report if not the meeting tonight.

Be well.....and thank you all again for your service to the City of Morro Bay!

Jeff Heller  
[jeffheller3@gmail.com](mailto:jeffheller3@gmail.com)  
805-286-8822

## Jeff Heller's questions

## Item A-3 – WRF/WRC Quarterly Program Report by Carollo Engineering

1. Do we have sufficient funding (WIFIA, SRF, grants, etc.) in place today to complete the entire WRF program?
2. Is any of the funding coming from the savings generated by the low interest rate of the loans? If so, what % of the total program cost is being provided by this source? If we don't use these savings on the WRF program can we use them for other capital needs (e.g. replacing/repairing existing underground infrastructure identified in the OneWater document)?
3. Do we know what the final cost of the Program is going to be. Will the Program manager provide "estimate at completion"?
4. As I understand it, ANVIL'S work is not done. Piping to the IPR wells must still be installed. Has the final location of all wells been determined? If not—will ANVIL have grounds for a delay claim? Will the \$1.4Mm in their budget be sufficient to complete the Recycled Water Piping?
5. Managing ANVIL's work has been a challenge. Various delays, damages to city property, etc. have occurred. Can the management team provide a single document which lists all credits to the city as of these events? Has the city received the credits they are due? Who is negotiating these "credit issues?"
6. The Recycled Water Project is years behind schedule. The "Project Progress Summary" is on pages 42-43 (of Staff Report). Pg 42 notes that "GSI utilized the findings from the injection test (1/4/23) and other hydrogeologic investigations to begin preparation of the Basis of Design report". Since it has been more than 4 months since the "extended injection test" was performed by GSI---why is the "Basis of Design" report not been issued? The project schedule on Pg 43 indicates it will be completed no later than 4/1/23.  
  
Continuing on page 42—"the program management team evaluated different IPR piping alignment alternatives to identify a preferred alignment". Again.....has the location of all wells been determined? What are the "preferred piping alignments"? Are all easements in place to construct the piping?
7. Pg 43 of the staff report is the Recycled Water Project Schedule. The critical path for the project is shown as the "Pilot Injection Test" which was originally scheduled for completion 7/1/2020. Also on the schedule—the "engineering design" was to start on 1/1/23 and be finished no later than 1/1/24. Has the engineering design begun? Why will it take 12 months to complete?
8. Pg 27 of the staff report notes that the permitting costs (Cogstone, Far Western, & KMA) are \$2.3Mm. What is the estimated cost of all permitting for this project when completed?
9. Based on the schedule – final completion of the Recycled Water Project will be is shown 4/1/25. What can be done to expedite the final completion of this phase which is so far behind schedule? Since the city has hired a consultant to manage this part of the program, what will Carollo's role be?

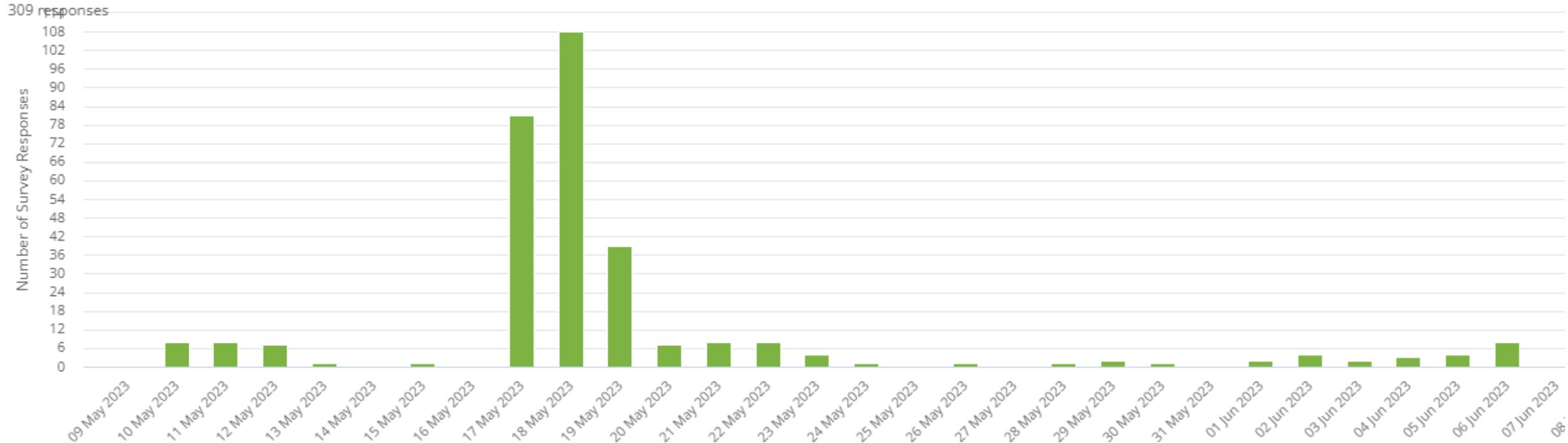


# **SR1/SR41/Main St Interchange Public Engagement**

**→ Community Survey Results**

**May / June 2023**

# Survey Results | Overview

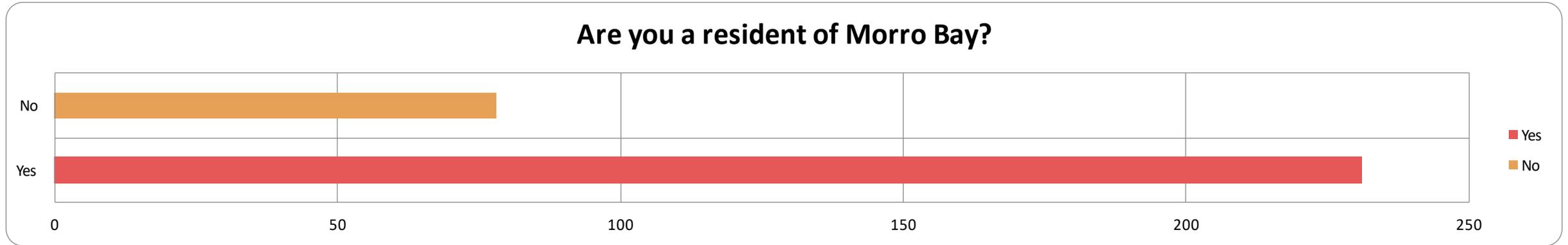


309 survey responses from Community

- 8 received night of public workshop
- Peak day: 108 responses received May 18

# Survey Results | Responses

## Are you a resident of Morro Bay?

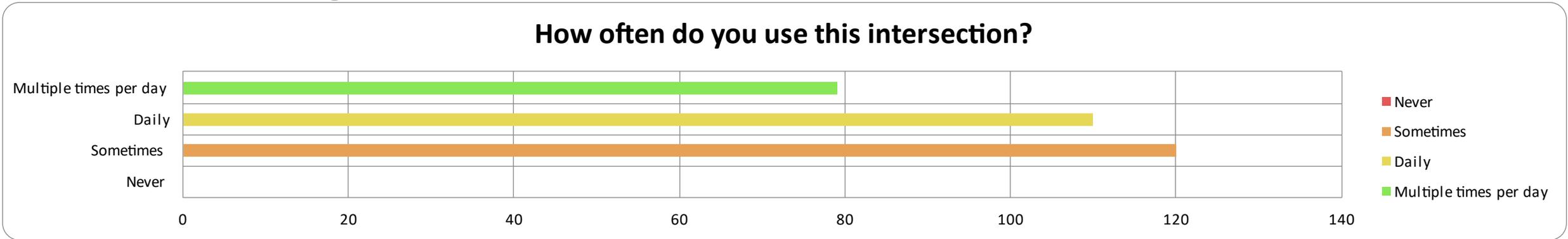


No: 78

Yes: 231

# Survey Results | Responses

## How often do you use this intersection?



Never: 0

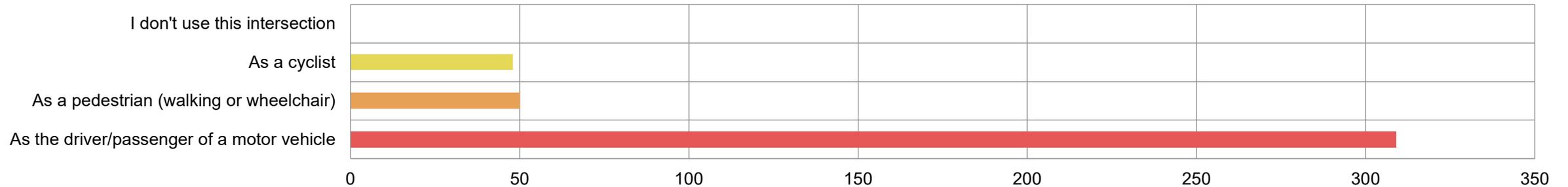
Sometimes: 120

Daily: 110

Multiple Times Per Day: 79

# Survey Results | Responses

## How do you use this intersection?



I don't use this intersection: 0

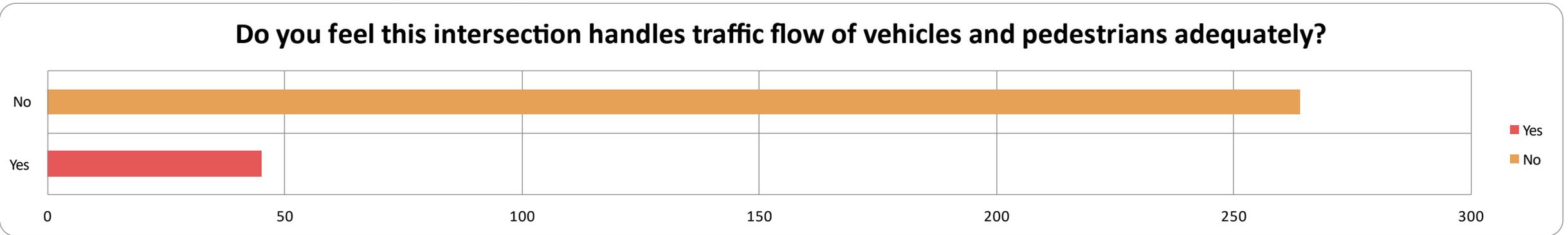
As a cyclist: 48

As a pedestrian: 50

As the driver/passenger of a motor vehicle: 309

# Survey Results | Responses

## Do you feel this intersection handles the flow of vehicles and pedestrians adequately?

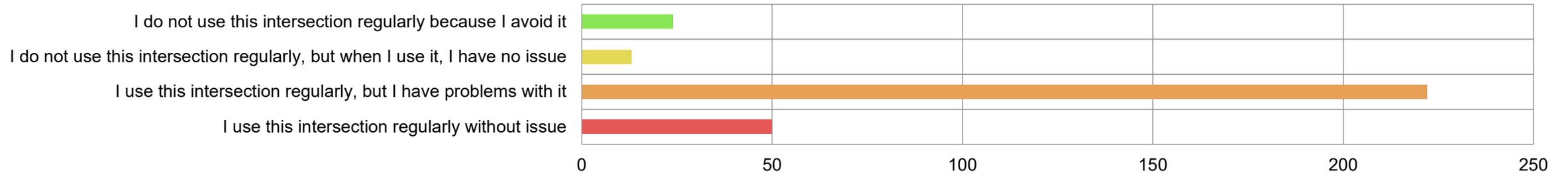


No: 264

Yes: 45

# Survey Results | Responses

## How are your experiences with this intersection?



I do not use this intersection regularly because I avoid it: 24

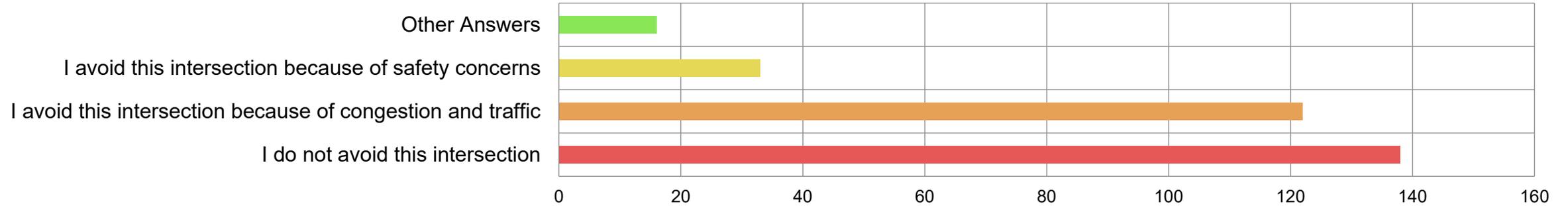
I do not use this intersection regularly, but when I use it, I have no issue: 13

I use this intersection regularly, but I have problems with it: 222

I use this intersection regularly without issue: 50

# Survey Results | Responses

## Do you avoid this intersection? If so, why?



I avoid this intersection because of congestion and traffic: 122

I do not avoid this intersection: 138

I avoid this intersection because of safety concerns: 33

Other: 16

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection?

Large all-way-stop controlled intersections are difficult to navigate due to many approach lanes, particularly with pedestrians crossing.
The exit from HWY 1 gets backed up and causes a wait - sometimes it's quicker to use the Main St. Hwy 1 exit and drive the feeder to the intersection.
Because of the many businesses that feed the intersection it gets backed up.
No control of pedestrian traffic at peak times
It becomes congested and dangerous during high volume times
Dangerous for kids walking to and from MBHS and the flow of traffic is too slow when it gets busy
This intersection is so dangerous — especially during mornings and lunchtime (when high school students are getting something to eat.
If The City has the money to install the roundabout, I support that because the roundabout on the south side of town works great. If the funds are not available for a roundabout, the intersection should remain as is with upkeep on the crosswalk painting and limit lines.
Drivers often appear distracted or confused. It is very similar to MB Blvd prior to roundabout installation.
Mainly the high school pedestrian traffic during the lunch break hour. Also, significant vehicle congestion at morning and afternoon drop off.
Too much traffic, hard to get across intersection.
Who goes when after stopping. Hate roundabouts, signals would be my preference.
As a four way stop, there is so much traffic drivers forget their place in line and go when they should be waiting. The high school children are a concern. Why are they allowed to leave school?
Traffic wise; vehicles MUST fully come to a stop, accidents happen when drivers get confused or aggressively move forward out of order. That throws off the orderly flow of who's next. Usually only a problem early ie: 8 am, and lunchtime, and after school until 4:30-5 in my opinion
High school kids need stoplights for crossing safety.
Too many cars for stop signs to work. Needs better flow.
Pedestrian traffic mixed with cars.
Congested traffic flow, pedestrian safety, eye sore
#1- I frequently travel eastbound Highway 41. The combination of traffic emerging the offramp from Highway 1 and trying to make left turns onto Atascadero Road while while vehicles are lined up at the four-way arterial stop at Main Street is a safety concern. #2- Drivers also seem to have difficulty deciding when it's their turn to proceed at the four-way arterial stop. #3 - The backup of westbound traffic from Highway 41 can be a major bottleneck on weekends.
Drivers not understanding 4 way stop procedure. Drivers not stopping. Pedestrian safety especially with the kids from the high-school. I avoid this intersection if during certain times of day.
This intersection is a problem. When the high school has students out, multiple times a day, it's crazy and gets backed up. Weekends with tourists it's crazy aga. We need a stop light. Roundabouts don't work well here as no one knows how to do them and large rvs coming and going wouldn't fit.
No clear direction to vehicles or pedestrians
The confusion on the part of both the pedestrians and the drivers....who goes where and when???
Kids crossing the street without looking. Everyone assuming they have the right of way when they aren't paying attention to whom actually does.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Safety for everyone: drivers, bicycles, pedestrians.
Pedestrians (high school students mainly) will need to cross this roundabout if constructed.
This intersection is dangerous for pedestrians and too complicated for many drivers to navigate safely.
Students crossing, Back up from Hwy 4, hard to get across in many areas.
The four way stop with left turns, right turns and multiple cars waiting, including cars coming off the highway creates confusion. Drivers frequently do not seem to know which direction has the right of way.
Basically a round about would be a terrible option. I don't usually take surveys, but if it will help stop a round about, I'll answer the questions. I don't have any concerns about the intersection. I usually travel it at other than rush hours, not because of avoiding it, but because my business usually takes me there at other hours.
I never use it on the weekend because of traffic
That no one that lives in present day 2023 is aware of this project. It's a bunch of people out of touch with present day. Nobody clicks surveys anymore its 2023 use the comment section of social media like everyone else. If you did. It would be incredibly obvious to you that the public wants a signal there. NOT A ROUNDABOUT NO ONE WANTS A ROUNDABOUT
The high schoolers crossing the street in big groups with no light signal telling them when to Stop or Walk. When some drivers don't know who's turn it is to go and causes confusion. Getting back onto the road from the Chevron or Cork N' Bottle Liquor Store.
A lot of the challenges have to do with the students just walking across the street whenever they want to. That really slows up traffic.
It gets extremely backed up. It can't be avoided if you want to take highway 41 east to Atascadero or to Miners Ace Hardware which I frequently shop at.
You just have to go and hope that no one else decides at the same time to do the same. No matter what, you feel like you're cutting someone off and it harshens the mellow.
Peoples and students disregard for others.
uneven flow of traffic.
Students from MBHS
For the most part it handles the amount of traffic Morro Bay has. During high use times, signals would help the traffic flow consistently.
It's a confusing intersection (doubly so for tourists), and it feels very dangerous to pedestrians & cyclists because it's large and because the drivers are so distracted
near misses, impatient drivers not waiting their turn, north bound off ramp
Safety of pedestrians and people who don't know who has right of way
Too busy, pedestrians, cars, trucks and cyclists.
Pushy drivers not waiting their turn.
Sometimes, heavy pedestrian use, but it is not bad.
Traffic from all directions. Students crossing the roads at busy times. Four way STOP drivers not taking their turns correctly. Major congestion especially when exiting freeway.
Too much volume certain times of the day for intersection. Difficult to watch the many drivers either turning and going straight from multiple lanes.
long backups at freeway exits
Pedestrians and unable to see at off ramps
There's a high risk for pedestrian injuries due to the erratic and heavy traffic flow. Cars often get confused about whose turn it is. Traffic gets easily backed up, especially on weekends and daily rush hours.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

<p>If there were a stoplight at this intersection it would make it easier for people at the high school to turn North onto the 101 ramp, as it is now, you basically feel like you are playing Frogger and you are the frog trying to get across to the on ramp without someone turning in front of you at the last second. A stoplight would also make it easier to turn left at the off ramp next to the high school instead of waiting for a million cars to go by. At least there would be a break in the traffic and make it safer to get across. That intersection needs a stoplight. I will absolutely be so disappointed if there is a roundabout put there, no one knows how to navigate those, especially high school drivers. STOPLIGHT PLEASE!!!</p>
<p>Because of the volume of traffic at the intersection, drivers have trouble identifying who has the right of way. I often see drivers entering the intersection and needing to stop because another vehicle cuts them off. I feel like having some sort of pedestrian lights or buttons would help, especially at night.</p>
<p>There is no good flow of traffic. People are often cutting each other off and it gets close to accidents. I see people using wheelchairs or walking who have trouble crossing. There are often students there in the morning who look worried.</p>
<p>The stop signs are currently not working. The drivers leaving the northbound 1 offramp do not have room to move into the road to access the stop sign at the cross section of 41 and main street. The intersection is not able to handle the highschool traffic.</p>
<p>Speed of drivers coming off the 41 and high school traffic/beginner drivers</p>
<p>Especially when the high school kids are on lunch or leaving school its hectic and dangerous, kids crossing and cars not paying attention to when its their turn.</p>
<p>Proximity to on/off ramps. Cars going west sometimes use a right turn signal when at Main but go straight then turn right at the On ramp confusing other drivers. East bound cars have no defined lanes so one or two cars might be turning left, going straight, or turning right and not using turn signals causes massive confusion especially when two cars are both going straight. Most people don't know how to properly alternate at 4-way stops. Many people run the stop signs. The off-ramp causes much confusion.</p>
<p>Many times people coming from Atascadero do not stop.</p>
<p>congestion, traffic and safety</p>
<p>There are a lot of high school students crossing at lunchtime.</p>
<p>Congestion, especially northbound Main St. is compounded by students crossing.</p>
<p>leave it alone.</p>
<p>Too many entrances and exits, people don't know how to drive at four-way stops, too many high school students at certain times of the day. It's just too much trouble!</p>
<p>Biggest problem is the school kids, they walk in small groups, first one set goes in and then shortly behind them another set starts in, effectivly blocking traffic, sometimes in two directions.</p>
<p>pedestrian traffic from the high schools students is a nightmare in the morning, lunch and after school. always major traffic delays during these times</p>
<p>The worst spot is the exit heading south. It's very dangerous.</p>
<p>flashing lights for crosswalks such as downtown slo has.</p>
<p>I have no problem with the intersection with the exception of weekends &amp; holidays.</p>
<p>Some drivers don't pay attention or wait their turn for the right away. 🚗</p>
<p>Tourists don't have a clue! 🗺️</p>
<p>Traffic when high school lets out cause backup on Hwy 1 off ramp. I sometimes pass this exit and go to the stop light and backtrack.</p>
<p>Drivers, unfamiliar with the area, cause traffic delays and pose potential hazards due to lack of driving directions for their destinations and the small amount of distance provided for the left hand turn lane. During school hours, this intersection becomes gridlocked causing further traffic issues. Oftentimes, I've seen drivers become frustrated and make unsafe driving decisions.</p>
<p>During peak summer season, I will avoid leaving home to drive into town to shop because this intersection becomes so congested including drivers with a lack of drivers courtesy and safety awareness.</p>
<p>Difficult to exit off Highway 1 north to go east on 41. Traffic flow is inefficient.</p>
<p>So confusing with the multiple stop signs. Very busy intersection.</p>
<p>none</p>

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Drivers are confused or unaware of who has the "right of way" when approaching the intersection. Several times I have had near misses when a vehicle does not wait until the right of way vehicle has progressed. I have also observed vehicles running stop signs or just disregarding traffic altogether.
Particularly when turning on to Atascadero Rd from the northbound Hwy 1 off ramp it's very congested, people seem to have a difficult time determining right-of-way at the intersection in general.
Turning right from the US1-N off ramp is difficult as unclear if it's single lane, who is turning left vs going straight (east on 41) or right (onto Main). Very difficult during high school start/end times.
Intersecting two highways with ramps and Main Street at a stop sign doesn't work well with all of the traffic and pedestrians.
No roundabout
Putting in a roundabout has major concerns for me. Too many buses, big rigs and confused drivers. No roundabout !!!
Stop and go traffic. Takes too long.
It is confusing to navigate and other drivers get emotional or frustrated by the lack of clarity. It is sometimes difficult to see pedestrians and bicyclists. I often find long waits and the intersection is not efficient to travel through.
Visibility, congestion issues. Safety for vehicles, cyclists and pedestrians. Speed and flow of traffic varies, so timing is always a guess and estimation when pulling off of the highway onto 41.
It is difficult to turn right off of Highway One onto Highway 41 eastbound when MBHS is dismissing.
The intersection of two busy state highways should be free flowing without stop signs or traffic lights
Traffic congestions and aggressive drivers. Also concerned over pedestrian and biking safety.
I have been in a traffic accident there where a car hit my vehicle. I also am concerned about student traffic in mornings, lunch breaks and at close of school.
Large vehicles ie.commercial trucks or r v's ability to use. also the students from the high school crossing the streets Safely.
High school kids at lunch time cause traffic delays because groups have to cross multiple paths at once to get through the intersection, causing extended waiting times for vehicles.
Traffic backs up on the off-ramps and the intersection is always a problem to get through
Back when I went to Morro Bay High, student were in danger of unregulated traffic and the traffic because worse during peak times.
unsafe
congested
At times the intersection is congested. Many people get confused as to who has the right of way. There is the potential for serious accidents.
Other drivers possible lack of knowing the driver on the right goes first if they get there at the same time. Drivers don't wait their turn to go. Drivers irritation at pedestrians crossing the street.
congestion during hours of drop off and pick up for MBHS
Congestion and confusion created by fairly frequent high volume and the close proximity of freeway off ramps to the intersection. This is compounded by heavy pedestrian traffic from the high school. Safety at this intersection is a serious concern.
Drivers unfamiliar with right of way rules. Steady stream of pedestrians from MBHS.
Except days and times that I know it will be backed up.
I avoid this intersection during peak times because of the congestion.
1) I will wait until majority of traffic passes before crossing
2) No one seems to know when it is their turn, or they anxiously take their turn
3) it would worry me if my grandchildren would have to cross that intersection
As a pedestrian I feel unsafe crossing Main Street and the Highway 1 on/off ramps. Vehicles don't always see pedestrians because the intersection is confusing.
I avoid when past experiences tell me it's busy.
Pedestrian safety is lacking
High school students crossing during lunch time.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

I sometimes avoid this intersection due to both congestion and safety of students walking to and from MBHS. The most concerning/dangerous place is exiting the 1 off-ramp heading North at Atascadero Rd. If you are making a left, to go under the freeway, to MBHS you are dealing with 1) cars coming east under the underpass from MBHS 2) cars heading west directly from Highway 41 3) Northbound cars on Main St. turning left towards MBHS (which is blind because it is hard to assess if the car is going straight on Main or is going to turn left) and 4) cars making a right from southbound Main St. Four directions of cars need to be clear to safely exit the off ramp to go to MBHS PLUS you have to take in the congestion that accumulates under the freeway that blocks you from making a left turn AND the pedestrian traffic. I literally witnessed a SUV almost being hit yesterday at this location.

Heavy traffic at certain times of day and during events.

Too many people don't wait their turn to move across the junction.

Dangerous for pedestrians to cross in front of traffic

if there were a bypass, I'd use that. Consider an alternate like connecting little morro creek road.

Move the on and off ramps and add improvements to Main St to handle the traffic.

Provide cost estimates for ALL options for public consideration, not just the Double traffic light and the round about.

1) Kids crossing ( They look scared when crossing 2) It's a mess when I am going through the intersection around 8:20 am to head to work. 3) I was just rear ended because I had to stop for someone that pulled out in front of me and it was my turn to go. 4) Drivers turning left off highway 1 pull out so for you can't see if cars are coming to turn right to get on 41. Something needs to be done about it that's for sure! Thank you and good luck!

Pedestrian awareness

I am also concerned about safety. I don't see pedestrians often at the intersection but do see it as a safety problem as well.

Highway 1 exits onto Highway 41 have the most issues. Often have difficulty getting onto Highway 41.

Northbound off ramp from Hwy 1 is too close to intersection making it difficult to cross or turn left at intersection. Also drivers don't follow rules of the road at intersection. I've been rear-ended there too

Poor, inefficient traffic flow.

It takes forever at high traffic times. It can get very backed up

Too many cars have to floor it to get through intersection towards the high school.

Eliminate the hwy on/off ramps. There are others within a few blocks

Pedestrians.

Hard to get off freeway and merge when congested.

It's a complex intersection but does not appear to be complex until you are actually using it. It's hard to take in all the possible decisions other drivers are making. There are not any other intersections like it in the area so it's unfamiliar which is a particular concern with many tourist visitors. I'm always nervous when using it

Disproportionate congestion on 4 way stop. Vehicles exiting hwy 1 add to existing line of vehicles and opposite side is line of vehicle from hwy 41. Too much traffic for a 4 way stop.

School times. Big mess. Huge mother homes no room. Kids crossing forever.

Pedestrians and students getting killed by someone who is not paying attention and does not know how to properly operate a 4-way stop

Traffic coming off the highway with two layers of stop signs, pedestrians trying to cross, cyclists coming from multiple directions and cars trying to go through 4-way stop is very busy and there needs to be better to prevent accidents.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

<p>1-Speed at which some vehicles pass through area. We live in Harbor View tract. It becomes very difficult to turn onto Main from Radcliff ( especially south bound). 2-Safety of pedestrians and bikes crossing the 1 on ramp.</p>
<p>A signal could potentially cause southbound traffic to backup past Radcliff making it even more difficult to exit onto southbound Main. A roundabout would slow traffic and potentially make exiting safer.</p>
<p>However how would pedestrians safety be addressed at roundabout?? Possibly a flashing signal indicating a walker??</p>
<p>Turning from north bound Hwy 1 off-ramp onto Hwy 41 east bound.</p>
<p>High school students not yielding to vehicles so that the intersection flows smoothly. They just keep coming in a constant flow and do not allow cars to cross the intersections.</p>
<p>Hard to exit highway 1 and turn right onto 41. Also lots of traffic from different directions to be aware of. Pedestrians and lots of school walking and biking to be cautious of.</p>
<p>Needs a traffic light.</p>
<p>Most people seem to have never learned how to use a 4 way stop.</p>
<p>People drive through without stopping.</p>
<p>The high schoolers cross the street and therefore the flow of the cars becomes a mess and people and cars almost get hit.</p>
<p>People getting off the highway and turning towards the high school pull out and almost hit other drivers driving towards the highway entrance.</p>
<p>It gets backed up in all ways at various times of the day and causes a huge annoyance.</p>
<p>I use the intersection daily to go to and from work. There is not a single day that someone uses the intersection incorrectly and causes a possible dangerous situation for me or other drivers and pedestrians.</p>
<p>Traffic backs up onto the freeway and motorists often times have a hard time seeing cyclists and pedestrians</p>
<p>Too many variables including pedestrians who don't try to work with the traffic flow and drivers who don't know the rules of the road</p>
<p>I've had a career with the Federal Highway Administration and know that this intersection can be made safer, more efficient, and more environmentally sound if replaced with a modern, well-designed round-about.</p>
<p>Not enough space between northbound HWY 1 stop sign and 41/Main stop sign making the right hand turn.</p>
<p>Students crossing at all different times adds to morning and afternoon traffic a cross walk with a light would be very helpful. Instead of kids crossing not stopping and looking for oncoming traffic</p>
<p>I am concerned at the number of cars and kids walking to school, home from school, and during lunch time during the Morro Bay High School day. There are not adequate ways to exit Highway 1 and often it is a blind turn as cars move toward the high school.</p>
<p>ery busy with traffic coming every which way and THEN the students from the high school saunter across at all kinds of times going to &amp; fro to the liquor store and taco bell.....and also just walking home. Sometimes it is compounded by traffic from the high school AND traffic trying to go to &amp; fro to the Thursday farmer's market.....It is dangerous for pedestrians and traffic is often backed up from the off ramp and trying to go over to Main or to go to Hwy 42. The new Hotel will only compound this. Students should not be walking through this area without a stop light at least. AND a traffic circle with student pedestrians would be chaos and dangerous.</p>
<p>I would request traffic lights at this location with of course pedestrian lighting signals when it is safe for them to cross.</p>
<p>Other drivers who are distracted / don't pay attention / dis-courteous...</p>
<p>It's unsafe, especially with tourists from out of the area and when the high school let's out. Also, st times its next to impossible to take the off ramp off hwy 1 onto 41. You can't get out because of traffic coming under the overpass on 41.</p>
<p>inadequate throughput</p>
<p>Safety of pedestrians &amp; impatient drivers who don't pay attention to the rules of a four way stop.</p>

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

A lot of drivers don't know when it is their turn to turn/drive through the intersection causing traffic to stall. This also causes irritation amongst other drivers. Also, often times pedestrians are unable to cross bec there are too many cars!
People don't seem to be able to take their turn at the stop sign. It's very frustrating and dangerous for pedestrians.
the 4 way stop is a joke for many drivers It is a free for all
Morning traffic during the school year. Incoming tourist traffic on weekends and during the summer months
I suggest a roundabout
Four way stop does not work. Everyone goes at the same time. Traffic gets backed up on Fridays and weekends and people get frustrated and drive more erratically. It's a tough intersection for pedestrians. I'm concerned about safety.
Increased traffic due to a motel being approved in a bad location. Safety concerns for pedestrians, ie...school kids.
After school, too many students cross at the same time which often impedes traffic. It is very congested (often by tourists who are already trying to decide what exit is correct) and the left hand turn lane starts to begin near Miner's Hardware. I live by the intersection and have seen multiple accidents or near misses. Slowing traffic and using traffic double traffic signals (much like 46 west/101) is the only way to improve safety for cars AND pedestrians.
Highway 1+highway 41+Morro bay high school= disaster.
Uncontrolled left and right turns. Traffic exiting off Northbound 1 are placed in the right hand turn lane even if they want to proceed to Hwy 41. Southbound 1 exit has a blind spot from the underpass where cars speed to get to the Southbound on ramp
This intersection is poorly regulated. It has several ingresses, which contributes to a disorderly and confusing traffic flow. When you finally get to the front of the line, it's difficult to determine whose turn it is. I got a traffic citation there, which was due to exactly that: Nobody knew whose turn it was--hesitation from all quarters--I went and got cited.
When Students are crossing, which is multiple times a day, they don't yield to cars and just continue to cross with no regard to oncoming traffic.
Drivers do not take their turn to stop then go safely.
People not following the right of way law
Drivers do not wait their turn, traffic blocks line of sight, high school kids saunter across without letting traffic move
Proximity to MBHS Number of sources of vehicled
High school kids walking across the intersection Stopped cars blocking sight line to turn left off ramp Drivers impatient to wait turn to go through Traffic backs up during peak periods Can't see lines, arrows or word on pavement
I have lived in MB for over 8 years, worked and attended MBHS. NOTHING has positively changed at the intersection. Traffic has gotten worse with the impact of the tourists' large campers and more high school traffic. The intersection is so disorganized with little respect and concern for ped safety.
Issues with pedestrian crossings, especially with high school kids in the crosswalk. Dangerous and clogs up traffic.
I typically try to avoid times of the day that correlate with high school drop off (start time, end time, and lunch time). The traffic is extremely difficult to navigate in addition to the students on foot.
Zero concerns. PLEASE DO NOT ADD ANOTHER ROUNDABOUT. Personally, I really detest those!!
Congestion

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

To get off coming from the south to turn left is insane, always takes forever. Also at peak times, the traffic backs up on the freeway at that off-ramp, which is not safe.
When the high school kids are walking around there it's not safe for them.
Waiting at the stop sign coming from any direction is always crazy especially at peak times and the weekends.
People are confused as to who goes first after stopping. Some people don't wait after stopping and others wait too long.
Safety for school children. Need traffic lights to improve traffic flow. Lots of truck traffic, so a roundabout is not a safe idea.
The majority of people suck at driving and cannot navigate the intersection. This results in major congestion.
I don't see how the traffic circle will help with pedestrian traffic. Since a circle promotes traffic flow, pedestrian traffic is still a problem not addressed.
holiday weekends
Other drivers regularly proceed when its not their turn. If pedestrians are using crosswalks traffic gets backed up for long periods. Dangerous for pedestrians.
1 - Poor traffic control. It can be hard to know whose turn it is to enter the intersection. This leads to confusion, people going out of turn, people missing their turn, etc. Pedestrians and bicycles complicate this. 2 - Cars taking the Hwy 1 northbound offramp to 41 east don't always know where they should be at the intersection in order to go straight ahead. I believe they should be near the center line. But sometimes they are to the right, as if they are going to turn right (southward) onto Main, but they don't do that - they go east on 41. 3 - Congestion at different times for different reasons - commuter traffic, high school traffic (cars and pedestrians), weekend visitors. 4 - From the Hwy 1 northbound offramp, it can be hard to get out onto 41 in order to turn left (northward) onto Main when there is much traffic coming from the left (on 41 from Flippo's area). 5 - Cars that enter intersection before pedestrians have finished crossing. 6 - Pedestrians not always very visible to cars.
Pedestrian traffic is uncontrolled. Also, with multiple lanes from different directions, you can have vehicles arrive at different times that try to go when the car next to them goes.
Foot traffic from the high school and backup traffic during rush hour
Safety
People/cars do not follow the 4 way stop..go when not their turn...students never look and never pay attention. Don't space out.
None
Too much traffic congestion.
As a driver, it is often very congested, especially when students are present. There are too many areas to watch for other vehicle SS as well as pedestrians.
People don't know the rule of right of way. At peak traffic this can be dangerous when cars go through the intersection without waiting their turn. Also, high school students at lunch time, and end of day make it difficult to go through, and causes tie-ups.
None. Repaint the striping
pedestrian safety (mainly high school students crossing or other pedestrians),,,,,, and traffic back-ups in all directions
Newly built hotel will make this even worse
This intersection is extremely dangerous. Many motorists seem to ignore the stop signs, and pedestrians often do not pay attention to oncoming traffic. We've lived in Morro Bay for 13 years and have noticed that the volume of traffic has significantly increased, especially on weekday afternoons and on weekends. We're very concerned about the additional traffic that will be generated when the new affordable housing project and hotel are completed.
Have the studies on vehicular traffic at the intersection of Main & Atascadero Road looked at the cumulative impacts of the existing traffic congestion, students traveling to/from the school, the new hotel, and the housing development? If so, what guidelines did these studies rely on to determine traffic impacts? And when were these guidelines published?

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

<p>The biggest problem is the lack of adequate merging ability for vehicles entering the intersection, and living in North Morro Bay, I have to deal with these issues constantly.. The biggest concerns I have with the current layout are:</p> <ol style="list-style-type: none"><li>1) When traveling southbound on SR1, and needing to exit at SR41, it' difficult (if not impossible), to make a left turn onto SR41 from the highway exit ramp due to terrible visibility of oncoming traffic, and the lack of any stop signs for the cars on SR41. If anything is done with the intersection, the corrections should also include the problems on the south side of SR-1 (not just the north side where SR41 meets Main Street and the on &amp; off ramps for SR1):</li><li>2. Continuing under the highway from the west, the next problem is trying to get through the intersection of SR41 and Main St., since it's a 4-way stop, but there are more than 4 lines of cars converging there (mainly from the cars traveling northbound and trying to exit SR-1 at this exit). They are all just dumped into an intersection with a 4 way stop, and it backs everything up (including onto the highway), partly due to too many vehicles...but mostly because that 4-way stop is not the right kind of intersection there (because of the highway exits, and because different drivers all treat the 4-way stop slightly differently)</li><li>3. There do not seem to be sufficient means for SAFE passage through the entire intersection for bicycles...it's more of a gauntlet to run through and hope you don't get hit.</li></ol>
<p>It's hard to know when it's your turn to go</p>
<p>Hard to get into flow to intersection when exiting Hwy1 N bound. People lose track of their turn. Pedestrians are sometimes hard to see if they cross from NW side.</p>
<p>So many drivers running the stop sign</p>
<p>The multiple lanes with stop signs really confuses drivers. Poor pedestrian and cyclist options.</p>
<p>I have seen near misses here.</p>
<p>Cars move to slowly through the intersection and the traffic coming off the highway doesn't have enough room to exit if there are cars already at the stop sign past the exit ramp. There is too many cars trying to pass through at the same time and all stop signs cause too much stopping at moving in such small increments. Too much going on in such a tiny space.</p>
<p>Can be a long line on the NB off-ramp; difficult turning on to Main/41 from the SB off-ramp; at the 4-way stop, seems like there's always confusion as to which car/direction has the turn to cross the intersection. So many directions to go from 41W into town.</p>
<p>It is not safe for pedestrians. I have no issues with traffic (cars) as it now stands.</p>
<p>Congestion during certain times, drivers not always follow the right of way and lots of close calls</p>
<p>Traffic backups along with many pedestrians</p>
<p>Congestion at freeway exits</p>
<p>Traffic backups, people unsure how to go through (4 way stop) long lines of oblivious students walking at lunch time</p>
<p>Traffic gets backed up, especially at school start and ending and lunch.</p>
<p>One or two weekends in the summer see heavy traffic from the Valley into Morro Bay that involve a few minutes' wait. Not a big problem. Otherwise, I find the intersection trouble-free--and a lot easier to use than the MBB roundabout.</p>

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

1. Traffic congestion: The primary issue is congestion itself, which can lead to significant delays and frustration for drivers. The close proximity of the highway ramps may result in a high volume of vehicles entering and exiting the area, exacerbating the congestion at the 4-way stop.
2. Lack of traffic flow coordination: Without proper traffic flow coordination, drivers may find it difficult to navigate through the intersection smoothly. This can lead to frequent stop-and-go situations, increasing the potential for accidents and impeding the overall efficiency of the intersection.
3. Conflicting movements: At a 4-way stop, there are multiple directions of traffic that need to navigate through the intersection. With the added complexity of highway ramps nearby, there can be conflicting movements between vehicles entering or exiting the ramps and those crossing the intersection. This increases the likelihood of accidents or near misses.
4. Difficulty merging: Drivers exiting the highway ramps may face challenges merging with the traffic at the 4-way stop, especially if the flow is heavy. This can lead to delays and disruptions in traffic, causing congestion and potential hazards.
5. Pedestrian safety concerns: A congested 4-way stop can also pose risks to pedestrians crossing the intersection. Higher traffic volumes and frustrated drivers may result in reduced visibility, longer crossing times, and an increased likelihood of pedestrian accidents.
6. Inadequate signage or road markings: Insufficient or unclear signage and road markings can exacerbate the issues at the intersection. Drivers may struggle to understand the right-of-way rules or fail to see critical information, leading to confusion and potential accidents.
7. Insufficient enforcement: Without proper enforcement of traffic rules, drivers may become more prone to risky behaviors such as running stop signs, cutting off other vehicles, or disregarding pedestrian right of way. This can further contribute to the congestion and safety concerns at the intersection.

Drivers regularly are aggressive, and do not take turns the way they should. I am unable to avoid this intersection due to where I live. I am concerned about pedestrians and bikes, there have been close calls.

Turning onto eastbound 41 from the freeway is very difficult at nearly anytime

Need a roundabout for longer term solution

Dangerous

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Congestion from pedestrians especially during school commutes. Congestion from visitors' vehicles from down 41
Too congested and too much traffic from all directions.
The mix of users and low & high-flow traffic times causes driver confusion and aggression. Drivers and pedestrians are at risk for incident and accident. Often drivers do not properly stop and yield, instead they break the 4-way stop order. I avoid this intersection often, but use it often.
Trying to get off of the freeway and onto 41. Or even to turn north to get to Farmer's Market. Or to Atascadero or Ace. Drivers won't let you out onto the road. There should be two lanes going north as you get off the freeway. One to turn north onto Main St. and one to go straight or turn right onto Main. People wanting to go north on Atascadero road should be in their own lane and away from the drivers trying to turn left up Main.
Kids crossing street cause significant delays and safety issues
Long wait times during the commute period.
The present four-way stop seems to lead to confusion for drivers, especially hesitant ones, which adds to the traffic congestion.
To many on/ off ramps, stripping lanes would help, having main street North cut the corner at the current uhaul center and merge with traffic at main would help, eliminate off ramp at Atascadero road , divert traffic to a new main street on/ off ramp would help. What are you going to do about the new apartments on Atascadero road when completed ? Think of a new way in and out of Morro Bay.
Morro Bay High School - vehicle traffic and walking students at start of school, lunch hour and end of day make the intersection difficult to negotiate. Holidays and many weekends, traffic traveling west on SR 41 into Morro Bay create back-up and traffic congestion.
Not safe
The 4-way stop setup at this intersection is woefully inadequate for the traffic volume (depending on time of day), pedestrian traffic, and the consistent reliability of many drivers understanding of basic traffic laws. Being a North Morro Bay resident I cannot count how many times I have almost had a serious accident at this intersection. Fix it fast.
It is obvious that the 4-way stop signage at this intersection is inadequate to handle the auto/truck and pedestrian traffic safely. Congestion is horrible at times, especially during vacation and summertime and when Morro Bay High School is in session. Living in North Morro Bay I am acutely aware of the shortcomings of this intersection. On countless occasions I find myself going North on Main Street to San Jacinto intersection to go South on Hwy. 1.
There is no thought out regulation of traffic flow. Currently, this is only an issue during peak times, but those peak times include many children, as well as out-of-towners in big trucks, who may be in a hurry. Plus, we are building more, which will mean more commuters and visitors, and perhaps children, using this intersection more and more as time goes on. Plus, when the 1 is closed up north, (as it has been more often than not in the past few years ), traffic gets diverted to the 41. At lunch time, the school children just trickle across and jam up the intersection for ever. Same thing in the AM. There is a stop sign at the end of the northbound 1 offramp immediately before another stop sign, and this choppy traffic just enters the right turn lane. Europeans do not know how to take 4-way stops and therefore gum up the process randomly with many cats waiting. It is not currently a big problem, but I do fear for cyclists and pedestrians continually in that intersection.
Traffic congestion is notably heavy during periods of the day when drivers are heading to and coming from Morro Bay High School.
I have a printed copy of the MBHS Bell Schedule. I avoid the intersection before the start of school and during the lunch break period. I was told the MBHS campus will be a closed campus in the near future. That SHOULD reduce the pedestrian issue when the students "two block" three crosswalks. A MBPD officer directing traffic on a "as needed" basis would save the City of MB millions of dollars yet to be determined, \$\$\$\$\$\$
Traffic backs up in all directions. Drivers, if in a hurry, make it dangerous for others, not taking their correct turn. I see a lot of apprehension when it's your time at the stop sign. Confusing to a lot of drivers.

# Survey Results | Responses

**What, if any, are your specific concerns with this intersection?\***

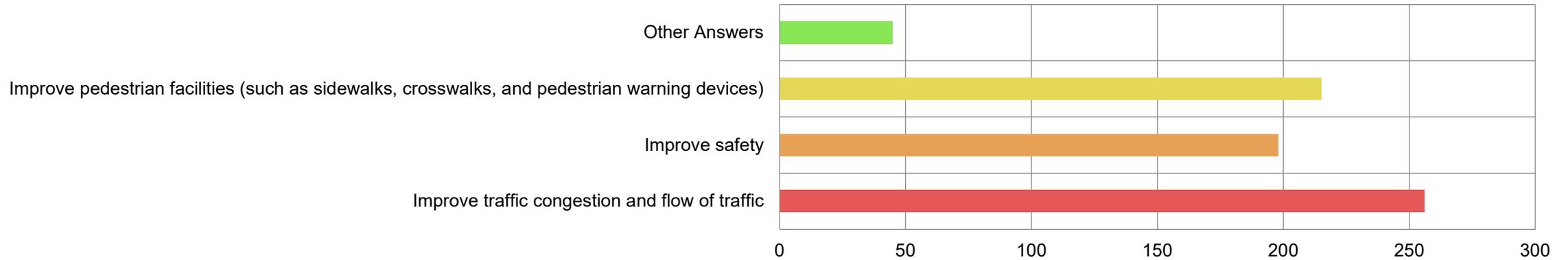
## **Common Responses**

- Near misses
- Confusion at all-way stop as to who has right-of-way
- Too much happening in a small space
- Congestion
- Lots of pedestrians, not paying attention
- Aggressive drivers
- Dangerous

*\*Answers summarized*

# Survey Results | Responses

## What improvements, if any, do you think are important at this intersection?



Improve traffic congestion and flow of traffic: 256

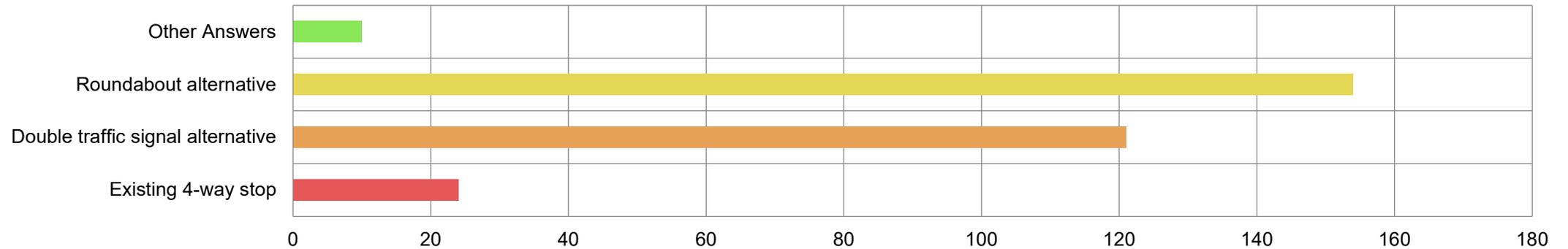
Improve safety: 198

Improve pedestrian facilities: 215

Other: 45

# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for MOTORISTS?



Existing 4-way stop: 24

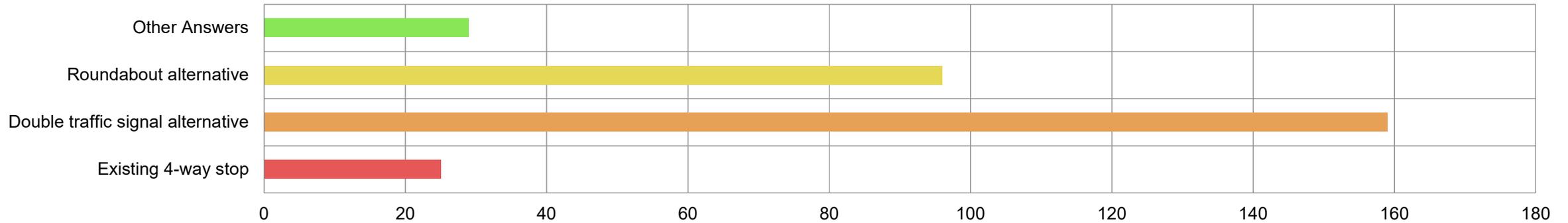
Double traffic signal alternative: 121

Roundabout alternative: 154

Other: 10

# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for PEDESTRIANS?



Existing 4-way stop: 25

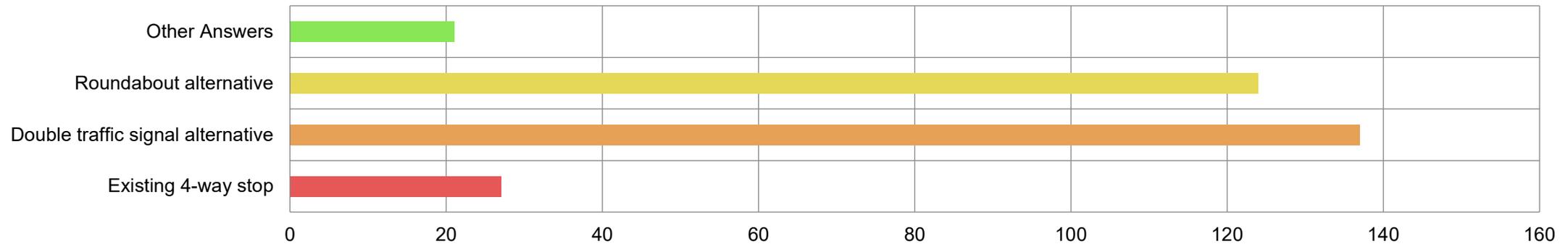
Double traffic signal alternative: 159

Roundabout alternative: 96

Other: 29

# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for CYCLISTS?



Existing 4-way stop: 27

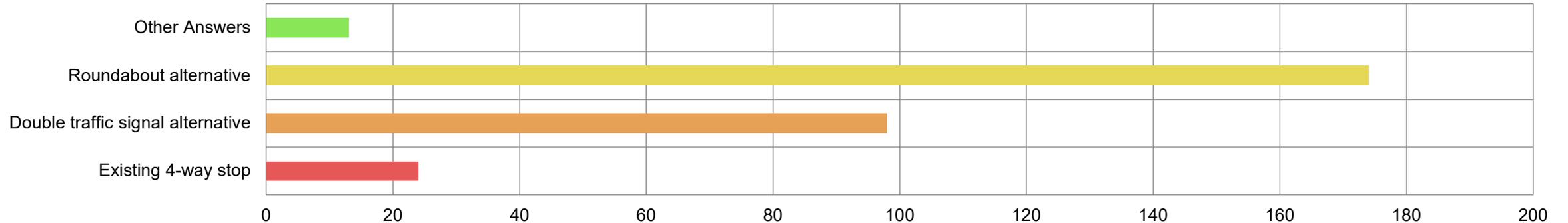
Double traffic signal alternative: 137

Roundabout alternative: 124

Other: 21

# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think allows for the best traffic flow and congestion relief?



Existing 4-way stop: 24

Double traffic signal alternative: 98

Roundabout alternative: 174

Other: 13

# Survey Results | Responses

## Additional questions, comments, or concerns

The MB Blvd roundabout raised concerns prior to implementation. Traffic flow increased tremendously after implementation. The fear of something new should not stop progress and it is clear the community adapted to the change.

Roundabouts are demonstrably safer for drivers, cyclists, and pedestrians and I support a roundabout for this location.

This is a VERY difficult issue to solve because the exit from Hwy 1 does NOT have adequate space, and therefore double signal AND roundabout alternatives may not relieve congestion without a solution to the Hwy 1 exit space.

Although I would prefer the roundabout; I do not think it will work well due to the high pedestrian traffic. I think the pedestrian traffic will cause back up/stoppage in all directions. Inside and outside the roundabout. Therefore, I feel the signal option would better control the pedestrian traffic. Optimizing the timing of signals will be the challenge. Thank you for allowing citizen thoughts on this matter.

Please put a roundabout at this intersection

A traffic signal would increase speeds for those who get the green light through the intersection. The stop signs require vehicles to stop and start when it is safe to proceed. The roundabout is a good idea if The City has the funds to do it.

Roundabouts are confusing and dangerous, especially for pedestrians. People don't know which way to enter and especially, get out of it. They're an accident waiting to happen in my opinion. Hate them!

I don't think the people who drive thru the four way stop will be able to figure out the roundabout before there are accidents.

The 4 way has worked great for my many years here due to very manageable, mostly light traffic at this intersection. My concern is for the student pedestrians. Mostly Lunch and after school, otherwise the vehicles and very few pedestrians flow nice and orderly.

le:

These large groups of students meandering slowly while crossing can in turn, cause confusion with drivers unsure whether it's their turn to proceed or some impatient drivers have proceeded dangerously.

PS how about MB high providing fresh and delicious lunches at the school so the kids have better choices for nourishment?

Stay away during the lunch time break due to students going back and forth to/from Taco Bell or wherever they go. Yikes.

What my understanding of cost for the intersection is that the round about cost less. But if the double lights system is safer by all means that should be the project to move forward with. Also closed campus at the high school should be a priority of the school district.

For safety and budgetary reasons, I think double traffic signal would be best. I love roundabouts and the Morro Bay Blvd one has demonstrated their effectiveness but there isn't enough space for an adequate one at Main & 41 plus roundabout will not solve the pedestrian safety issue at peak high-school times.

Scramble is very common in many densely populated areas. They work well. Extremely disappointed that this survey does not appear to be aware of this option!

This intersection tends to be the biggest concern or have the highest congestion during the high school lunch hour, or during an influx of people from out-of-town for events and holiday weekends. If we don't add traffic signals or roundabout, at very least there should be a crossing guard or crosswalk assistance in place for kids crossing the busy intersections, or an officer guiding traffic off the freeways and intersections without needing to stop (to keep traffic from getting too congested).

I am absolutely opposed to the roundabout, as the current one in Morro Bay is so confusing to most that I 100% avoid it to avoid accidents. Every time I have gone through it I've nearly been hit. Thank you for allowing community input!

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

While roundabout keeps traffic flowing, it is the least safe alternative.
I like roundabouts, but this intersection, with the combination of students, visitors and residents, might be safer with traffic signals, perhaps with adjustable timing for school hour traffic times.
The Roundabout will decrease exhaust fumes from idling traffic waiting for a stoplight. It keeps traffic flowing smoothly from all directions. The pedestrians, bicyclists should have an alternate pathway, perhaps a bridge?
Many new motorists coming into town may not understand round about and it is also hard for many pedestrians to cross at one time or continually.
A roundabout must be designed to be safe for pedestrians and bicycles to cross but the concept should not be rejected before such safe options are even considered. Also, that intersection is a gateway to our community and a roundabout could be landscaped to make it much more attractive and welcoming.
While the latest and greatest (sarcasm noted) planning and engineering ideas are trying to push round abouts, round abouts are a terrible option. They are confusing, right of way is murky at best and pedestrians and cyclists are at peril. Please use traffic signals rather than round abouts.
Plenty of advanced warning signs needed before intersection as you're traveling West on Hwy. 41.
I feel bad for kids walking from the high school and any cyclists
It's 2023 read the comments section leading people to this survey. Nobody takes surveys anymore. If you simply read the comments in your social media, you wouldn't be wasting your time with surveys. You would already know the answer is traffic signals.
I can't imagine high school pedestrians trying to cross there with a round about where the cars don't stop! If you make that choice you better be prepared to put in a pedestrian bridge for safety.
It would be crazy to have a roundabout at that intersection. Most people from California do not know how to use a roundabout, and it really slows things down. I'm from Massachusetts, and I know the challenges of a roundabout, and they tend not to work in heavily trafficked areas.
It's a mess, good luck.
I don't believe a roundabout would be good for the pedestrian traffic and flow of vehicle traffic. Students walking across the roundabout could cause a greater traffic congestion.
Morro Bay is already in debt because we overbuilt the water reclamation facility. We cannot afford a 12 million dollar roundabout that will most likely be over-budget just like the WRF is. Traffic does not constitute the expense. Signalizing will be less money, less construction disruption and the problems will be addressed sooner.
A roundabout is probably the right choice for this intersection, but it would be a lot better if you would design it so that it is safe and comfortable for pedestrians and cyclists as well as motorists. As somebody who exclusively drives through this intersection, I have no problem with it taking a little longer for me to get through as long as everybody else is safe and comfortable.
I've heard mention of pedestrian bridge or tunnel. That concentrates pedestrians to one path, but there are still pedestrians that have to cross to get to that, so it doesn't help and it doesn't help vehicles which are causing the problems for pedestrians.
When exiting the freeway, cars are often backed up because drivers cannot get into the line leading to 41. That's a very difficult right turn because there is usually only room for two cars before the STOP sign.
I believe the people opposing the roundabout oppose it based on their gut rather than available traffic studies.
Roundabout with foot bridge will be safest for the HS kids

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

An underpass or overpass would mitigate the pedestrian and cyclist concerns with a roundabout. However, there is a known archaeological site, CA-SLO-165, that will be drastically impacted by construction. The site is dense and over 2 meters deep. There is a high risk of uncovering disturbed or in situ burials, which has occurred at the nearby affordable housing development. The high cost of mitigation for these discoveries will need to be considered in conjunction with the tribal rights and concerns of the local tribal groups. The best plan would prioritize decreasing the impacts to CA-SLO-165.

One big issue would be the southbound offramp onto 41. There's traffic coming from the beach, students walking along the road, cars accelerating from the stop sign to turn left onto the southbound, on-ramp all create problems in getting across the road at the southbound Highway one offramp.

I am worried that there will be a serious accident at this intersection. I am always nervous using it. I wish it were easier to avoid. I think that people get frustrated by the slow moving traffic and that is what will cause an accident.

A roundabout is the best alternative as we move into energy efficient and safety measures for that high traffic area. A 4-way signal will not take care of the existing problems. It does not even work at San Jacinto. Don't make the same mistake. The roundabout will be more cost-effective and safety conscious in the long run.

Round about seems nice but that intersection is used by more infrequent visitors of Morro Bay. Roundabouts will only confuse a large portion of tourists coming to town.

Roundabouts are more and more common so they are not new and confusing any more. I strongly support the Roundabout alternative.

The double signal idea will probably cause greater delays and more people running them. Also, whenever there are power issues and they are out or flashing red all directions, that will really cause a mess. Signals add greater visual clutter which can also add more confusion.

The on/off ramps must be reconfigured as they are a major cause of problems and only the roundabout solves that.

West bound traffic lanes should have a series of Bot Dots to slow traffic for pedestrian safety. The other directions should be fine as their approach speeds are not as high.

There will always be periods of excessive pedestrian use from the school that will slow and delay any of the options. That is just unavoidable and none of the options can solve that or make it 100% safe. Roundabouts, by their nature, slow traffic and should help improve the situation slightly.

The overall cost for a roundabout is higher but in the long run it is worth it and I am willing to support our funds to go for it. I've lived here 50 years and we need to get this roundabout to finally solve the problem of the worst intersection in the city.

If NOT for pedestrians and bikes a roundabout might be enough. Morro Bay is increasingly marketed as a tourist and event destination. The fix at this intersection needs to be effective for an increase of every kind of traffic, and the longer term. Please spend wisely.

I like roundabouts, but this is a bad intersection for it. There are too many high school students crossing at lunchtime for traffic to be flowing without stopping.

I think the northbound hwy 1 off ramp signal should be synchronized with the signal at Main St and east bound hwy 41 so that when it's green, traffic will flow from the freeway, through the intersection, onto hwy 41.

There needs to be a roundabout at San Jacinto intersection. That intersection is very confusing to almost everyone.

A roundabout sounds like a good option for vehicle traffic flow, but not a good option for pedestrians and bicyclists. Building around about would be so much more expensive than putting in double stop traffic lights. Traffic lights would be the best option for pedestrians, bicyclists and taxpayers.

None of the proposed solutions will fix it. 41 should end in two on ramps to hwy 1 and not go through. Main would go under 41 and still be able to go under the existing overpass.

observing a semitruck exiting from north 1, and then trying to turn onto main st going north, there is NO ROOM for a roundabout. there are 6 ingress/egress lanes from highway and local traffic that makes roundabout impractical.

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

NO ROUNDABOUT!!! People just don't seem to know how to use them no matter how many signs there are. I almost get hit or have to slow down/stop every time I'm in it. People coming into the roundabout do not yield--they just enter & keep on going.

Morro Bay has 3 kinds of drivers:

Fast & Furious - those going to work or school (HS & Colleges) 🚗 ➡️

Old & Slow - like me retired & careful. Safety first. Nowhere that I need to be in a hurry. 😊

Tourists- Don't pay attention. Too busy sight seeing. Careless not watching the road or road signs!! 😞

Roundabouts work. They are used in many other places ( including Morro Bay) Just do it.

Roundabouts are new for some folks, but are very common in other parts of the country and especially overseas. The other roundabout in Morro Bay took some getting used to but has demonstrated improved safety and flow. It's worth the extra money for a better and more long term solution.

Please do something soon to fix this problem area. I think it will help the businesses, the school and the regional and local traffic.

No roundabout

No roundabout please

I have a house less than an 1/8 th of a mile from this intersection and I have used it regularly for over 20 years with my children on bikes and walking. I think the roundabout option is the best and safest option for families, drivers, and children.

I have traveled on many other roundabouts joining two highways in other states and have NEVER had a problem.

The solution might include removing the bridge over Hwy 41 and creating flyovers for local traffic at this intersection

I believe the roundabout would work best, but only if pedestrian/bike crossings are moved farther back from the intersections with push to cross flashing lights. This is a tight intersection with a lot going on (Rt 1 entry/exits, school children crossings, bikes, traffic congestion). The roundabout would be a challenge but could be made to work but intersection would need to be expanded.

I have not yet seen a roundabout that works for large trucks, the one on the south end of town sucks and I'm sure if one was to be built here ti would be the same, only worse as this is a major highway and one that carries a lot of truck traffic, cal trans specs are dreamed up by someone that has no experience with trucks but plats with a computer.

none

My research into roundabouts shows that they are far safer than conventional intersections. There are fewer fatalities and serious injuries because there are no (or fewer at least) T-bone collisions or head-ons. Collisions are more like fender-benders and occur at slower speeds. As long as people understand what a yield sign means and behave accordingly, there should be no accidents.

Education is key to the success of the roundabout option. First a traffic simulation can demonstrate how traffic flow will be better than signalization. Since many residents have expressed concerns about roundabout, public education on the subject would be helpful. Finally, southbound ramps need to be included in traffic study to evaluate impacts. Thanks.

Please do something beneficial for all concerned

Roundabouts are confusing and don't seem safe to me. Especially since a pedestrian was killed by a trash truck at the roundabout at Morro. Stop lights seem much safer to me.

Pedestrian safety should be the most important thing. A roundabout would help with congestion but make it much less safe for pedestrians and cyclists. In roundabouts motorists are usually only looking one way and not going slow enough to see pedestrians and can be confusing.

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

<p>I prefer the roundabout. My only concern is for pedestrians, because Californian drivers are not good at recognizing the presence of pedestrians and many just ignore them. There will probably need to be an additional, on demand, pedestrian stop signal for pedestrians, for all the options.</p>
<p>I would agree with the roundabout idea also, but the idiotic drivers using one do not seem to understand what they are supposed to do, they do not have the right of way coming into it, the driver already in the roundabout has the right of way. I have had way too many near collisions in the MBB one that I shy away from that. As far as the pedestrian situation is concerned, watching the high school student cross Main St is like watching syrup flow in January in Maine. Pretty slow. I always avoid that intersection when possible.</p>
<p>Put out a "Frequently Asked Questions" link that takes a look at each of the concerns and provides feedback to the concerned. 1. why is a round about safer? (link to a video on youtube with examples). 2. Can big vehicles go through a round about (link to youtube with video of delivery and fire trucks in a round about) 3. is it safe for platoons of kids (show refuge areas, length of crossing and time....). 4. Why is it safe for drivers (decisions are limited to one-right turns only)...</p>
<p>The intersection is a tough one for sure.</p>
<p>I don't want a roundabout at all. The one we have already I avoid if possible.</p>
<p>I have been a resident of Morro Bay for many years and remember when there used to be an old 4 way flashing light hanging above the intersection. Morro Bay has grown in popularity over the years as an iconic visiting destination! Please build a roundabout as the last thing anyone wants to do when they arrive from 41 is to stop at a long red light- also side note, Morro Bay HS has a significant amount of traffic in the mornings late afternoon and I believe a round about would alleviate congestion during the busy times, intersections are safe yes, but so are roundabouts yet roundabouts also allow traffic to flow freely in the area</p>
<p>I cannot understand why there is such objection to a traffic circle/roundabout at these intersections. I've been to Europe where traffic circles are everywhere. Traffic approaching these intersections have to slow, but for the most part, does not stop. The area within the traffic circle can be mounded with earth and landscaped with native trees and bushes. I live in Cambria and I am very much in favor of the traffic circle/roundabout solution.</p>
<p>Roundabouts can be built with pedestrian / cycling signals! You can even have cycling/ pedestrian lanes with roundabouts too. This is regularly done in Europe/ UK</p>
<p>I can't visualize the double light option based on the map. I'm concerned about the double light option resulting in longer lines of cars causing jams at the high school and impacting hwy 1. I like our existing roundabout for traffic flow, but drivers don't seem to notice pedestrians trying to cross. Fix that part and we have a clear winner!</p>
<p>Thanks for asking for community input.</p>
<p>Go and study sedona az and round abouts in Chino hills az and cottonwood az they all work great. No lights go out. No major waiting traffic moves.</p>
<p>I think a double interchange light will make traffic congestion worse considering if the light timing get out of sync, it'll just increase traffic congestion. Especially considering the numerous power safety outages that the area experiences during the summer months</p>
<p>Our community struggles with roundabouts as seen at Morro Bay Blvd.</p>
<p>Students walking is a big concern. Additional guidance on using a roundabout will be needed. Re: cross 41 on the Westside of Hwy 1 near the school is better than crossing at the roundabout.</p>
<p>The roundabout at Milpas, and 101 in Santa Barbara is very similar to the set up that would occur at 41 and one. It is in fact a two lane roundabout &amp; traffic flows very well there.</p>
<p>Pedestrian safety should be a priority with the high school on this road. A better highway exit location/arrangement for highway 41 from the 1 would solve some congestion problems for sure. Hate that exit.</p>
<p>What are the terms and conditions that you are asking agreement on?</p>

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

Roundabouts are poor at accomodating pedestrians. Visibility is difficult as shown by the roundabout on MB blvd. With the high school traffic (both vehicular and pedestrian) a roundabout would prove catastrophic IMO

South Lake Tahoe. Incline Village Tahoe, Minden Nevada in front of their high school, various places in Carson City and Reno Nevada, Vail Colorado, SLO CO HWY 46 @ Vinyard Dr., Tank Farm Rd. SLO. TANK FARM RD @ Orcutt Rd SLO,

This is not new technology, it's proven itself over a number of years in more complex sites than hwy 41@ Main St.

Mistakes have been made but lessons have been learned.

In the worst- case scenario, a side swipe pact is better than a T-bone any day.

Terry Philbin  
Cal Poly, Civil Engineering '78

PLease initiate traffic light for this location. It will be less confusing than a circle, and safer for all. PLEASE do not have pedestirans cross through a traffic circle.....

Roundabouts are used successfully in other states, Colorado has hundreds of them but having one at that intersection won't work due to the safety of pedestrians (lunch time at the high school) and unfamiliarity by visitors. As evidenced by the roundabout at MB Blvd and Quintana. The traffic does flow better but half the drivers entering it are unsure of what to do and what lane to be in. Then add a pedestrian or distracted high schooler to the crosswalk and everything stops. The current intersection at Hwy 41 works fine. Drivers need to be alerted so they pay attention. The inconvenience and expense of having another construction project in that part of Morro Bay isn't worth it.

Bicyclist don't follow the laws of the road and don't stop at stop lights anyway.

The roundabout on MBB has improved traffic flow in my end of town greatly.

Please do this soon before anyone gets hurt

I live a few blocks away On Fir Ave near Elena-Whether in my car or walking my dogs this is a risky intersection

The off ramp to 41 when traveling north should be eliminated in addition to adding a dbl traffic signal it cause the worst part of the congestion during school drop off. The Main Street exist should suffice and direct traffic to the back of the line for the traffic signal

My support of the roundabout is premised on the roundabout having motion activated lights in the crosswalk for pedestrians.

Need to explore all alternatives to fund either the double signal or roundabout with a pedestrian bridge included!

Pedestrians (especially students), Highway entrances and exits and basic lack of understanding of a roundabout on the part of too many motorists make a double light the best option in addition to lowering the speed limit.

My experience with the MB Blvd/Quintana roundabout is fully positive. All vehicles as well as pedestrians can travel in a safe, orderly manner.

People are too stupid to understand how a roundabout works in this country. Drivers also don't seem to understand how to use a 4 way stop or are too ignorant or think only of themselves and just slow down then run it.

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

I am in favor of a double traffic signal to ensure safety of not only vehicles but of pedestrians especially the students at Morro Bay High School, who use that intersection daily. With the addition of the new Hampton Inn hotel, there's going to be more traffic and having a double signal will be better for the traffic and pedestrians. Since I use that intersection multiple times a day I have seen too many close calls. I feel it also will be more cost-effective for the city rather than doing a roundabout. Thank you for giving me the opportunity to express my concerns.

I don't like the idea of another traffic circle in MB. The proximity to the gas station adds to the issue. I've witnessed too many problems with drivers blocking traffic while attempting left turns out of the stations. Also tourists don't know how to use them

Perhaps a traffic light with sensors to monitor traffic so the lights can be adjusted

Maybe need a pedestrian walk over bridge especially when HS kids are out.

I feel a roundabout allows traffic to run smoother when people are paying attention for vehicles, though not sure how it works for cyclists and pedestrians . I'd be curious what the static's are for the other roundabout in MB for accidents.

I'm torn between a double signal and roundabout. If a double signal could guarantee that traffic would flow better coming off the freeway and a 4 way signal covering 41, the off Ramp and main st to ease flow of traffic that would be good or if a roundabout would work better, that's should be up to the traffic engineers, cal trans and experts who work on traffic congestion issues.

I live by the only roundabout on Morro Bay boulevard and NO one stops for pedestrians crossing. No one looks because they are confused as to which lane they need to be in. I use this intersection almost daily.

no one can navigate a roundabout in this town, I avoid the one we have already because it a nightmare.

To many people who come visit our community don't know how to use roundabouts making them more dangerous than the stop signs.

Roundabouts save lives. It's about time we get on board with them when we have the chance. Look at the new roundabout on Hwy 46--Traffic continuously flows through there safely and with ease. The other options pale in comparison.

I use this intersection frequently. I strongly support the roundabout alternative. Roundabouts have been installed with great success in many other communities. They allow for excellent traffic flow and are great to slow traffic down. Roundabouts work even when the electricity is out.

Thank you for taking input on this

Roundabout would NOT work, especially with the students. Would be more dangerous.

No improvement needed

This is a WANT not an NEED. Neither the traffic or the pedestrian use have changed in decades. Has anyone ever been killed or seriously injured at this intersection? A signal is the less costly of the 2 options however I believe the current situation is perhaps safer as you aren't relying on an outside factor ie a light and in this case one tends to drive more carefully using all of their senses rather than driving on autopilot when the light changes. Bottom line the City is not in the position to afford anything no matter who is chipping in. If it were necessary, Cal Trans would just do it. Just fix the sewer lines, storm drains and pave the roads. Focus on that.

While roundabouts have been proven to create flow, drivers may be encouraged to drive too fast through the roundabout and not heed to pedestrian/bicycle safety.

City should have addressed this issue before new hotel and other highway 41 development

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

Although a double traffic signal may lead to additional air pollution from idling cars, I'm hopeful that this will only be short term problem as electric vehicles will likely be the norm in the years to come.

I hope putting in a traffic signal is not the chosen solution, but if it is, can someone PLEASE put effective sensors in the ground so that motorists don't have to sit at an incredibly long light simply because it's on a timer (and not based on actual cars waiting). During the daytime, the signals at the next intersection further north (at the intersection of San Jacinto & SR-1) is TERRIBLE. If you just miss the light you can end up waiting long minutes for the cycle to come back allowing you to cross or turn. But in the evenings, the sensors kick in, and traffic doesn't have to sit wasting endless gas idling. For the SR-1/SR-41 intersection, there needs to be accurate sensors or the traffic will end up backing up on the the highway. I just think that a roundabout makes MUCH more sense for that location.

The roundabout will work if there are no pedestrians or cyclists. Once you throw them in, the roundabout is not safe even though it would have the best flow for traffic. The Hwy 1 off/ramp and Main Street is unfortunately to close, making this design very difficult.

Thank you for seeking community input!

Roundabouts work. Time to join the 21st century. The luddites that think people can't figure out roundabouts should move elsewhere.

Thanks for working on this Highly used intersection Ana trying to keep everyone safe, especially our students

I think the traffic light would, most importantly, ensure the safety of our MB High School students. It would also make the most traffic sense to visitors to our community.

In the round about scenario there needs to be pedestrian flashers embedded in pavement

Hazardous Waste and Cultural Resources

People are afraid of roundabouts if they haven't used them much. It is the best solution combining traffic flow and pedestrian/cyclist's safety

When comparing the two options for a congested 4-way stop with highway ramps located 75 feet away, stop lights emerge as the more practical choice compared to a roundabout. While both solutions aim to address traffic congestion, conflicting movements, and pedestrian safety concerns, stop lights offer distinct advantages over a roundabout in this particular scenario. Stop lights effectively manage traffic flow, reduce conflicts between vehicles, and provide clear right-of-way instructions. They are a familiar and easily understandable traffic control system for drivers, minimizing confusion and enhancing compliance. Additionally, stop lights allow for designated pedestrian crossing phases, improving safety for pedestrians. In contrast, a roundabout may require more space, making it challenging to implement at this congested intersection. It could potentially lead to further congestion due to the close proximity of highway ramps and the complexity of traffic patterns. Considering the specific characteristics and limitations of the intersection, stop lights offer a more practical and efficient solution to address the challenges and improve overall safety and traffic flow.

This is a solution in search of a problem. I've used the intersection many times a day for 14 years without trouble. The cost involved in a roundabout or traffic light is not justifiable in a town that can't keep its streets paved.

If removing the highway ramps is cost-prohibitive, then installing stop lights may be the most practical solution to improve safety at the congested 4-way stop with highway ramps. A well-designed stop light system can help improve traffic flow and reduce the potential for accidents.

A roundabout could be an alternative to stop lights, but it's important to consider the specific characteristics of the intersection and the surrounding area before implementing this option. Roundabouts require sufficient space, and their effectiveness can be impacted by the number of intersecting roads, traffic volume, and other factors. In some cases, roundabouts may not be feasible or practical.

Installing stop lights can provide several advantages over a roundabout, including:

1. Efficient traffic flow: Stop lights can efficiently manage traffic flow, providing a clear right-of-way for each direction of traffic. This can help reduce congestion and travel time.
2. Lower implementation cost: Stop lights are generally less expensive to implement than a roundabout, as they require less physical construction and land acquisition.
3. More familiar to drivers: Stop lights are a more familiar traffic control device for drivers, which can reduce confusion and improve compliance with traffic regulations.
4. Lower maintenance costs: Stop lights generally require less maintenance than a roundabout, as they have fewer moving parts and don't require landscaping or other complex features.
5. Better pedestrian safety: Stop lights can provide designated pedestrian crossing phases, making it safer for pedestrians to cross the intersection.

I think community members need a better education on the safety of roundabouts. I believe that is the main concern, and it's not adequately understood.

# Survey Results | Responses

## Additional questions, comments, or concerns (cont'd)

DO NOT put in another roundabout - it is a costly and unwise choice. The roundabout at the top of MBB is the most dangerous intersection in town, more so than 4-way stop at HWY41. Drivers fly through the roundabout, or don't know they have to yield and enter into other drivers. We have community members avoiding both intersections, myself included. Identify a better solution.

Flashing pedestrian crosswalks at HWY41 alone will not solve the issue either, it may create more confusion/chaos.

No one seems to remember we have a Bike Path designated for bicycles. Many students take that route and community members take that route.

Roundabouts can not handle pedestrians effectively. The existing roundabout comes to a halt and no one knows what to do when someone crosses the street. And that one has no pedestrians compared to this intersection near the high school

See above suggestions

-Add pavement striping to create 2 distinct lanes as traffic exits NB Hwy 1 for immediate help with traffic flow and congestion.

-Eliminate NB Hwy 1 offramp (relocate or expand/improve Main St. offramp)

-Create righthand merge lane from westbound SR 41 onto Main St. so traffic does not need to enter intersection and stop

When City approves major projects (apartments on SR 41 and Hampton Inn) must make provision and plans for necessary infrastructure improvements at the same time. Were developers of those projects required to help fund these needed improvements as a result of increased traffic?

Please install a double traffic signal, pedestrian controlled buttons to cross the street, and computerized lights to handle the traffic volume from the 4 lanes, left hand turn lanes, and volume of cars coming off Hwy. 1. Current congestion and safety concerns is horrible.

Many people do not know what a roundabout is, what is the protocol, and this intersection has way too much traffic coming from various directions at different times to be a logical choice.

Do not install a Roundabout, PLEASE.

Timed left-hand turn lanes, and pedestrian controlled button for safely crossing the street in well marked crosswalks. Please no roundabout.

A roundabout seems like the clearest winner, in terms of keeping motorized traffic flowing, but we have many pedestrians and a number of cyclists. The only way to make it truly safe for the latter 2 groups would be to build pedestrian/cyclist bridges over the intersection. In an ideal world, we would have a couple of such bridges, because mixing the groups with this many older folks and tourists driving around will never feel truly safe.

The existing roundabout in Morro Bay has worked well and I feel that given time, motorists will adapt to this proposed roundabout as well.

It is what it is. The City of MB can't please everyone. Fix the traffic problems first BEFORE allowing more hotels and additional affordable housing.

The addition of roundabouts in SLO county and many other counties have worked very well. I believe that would be true at this location.

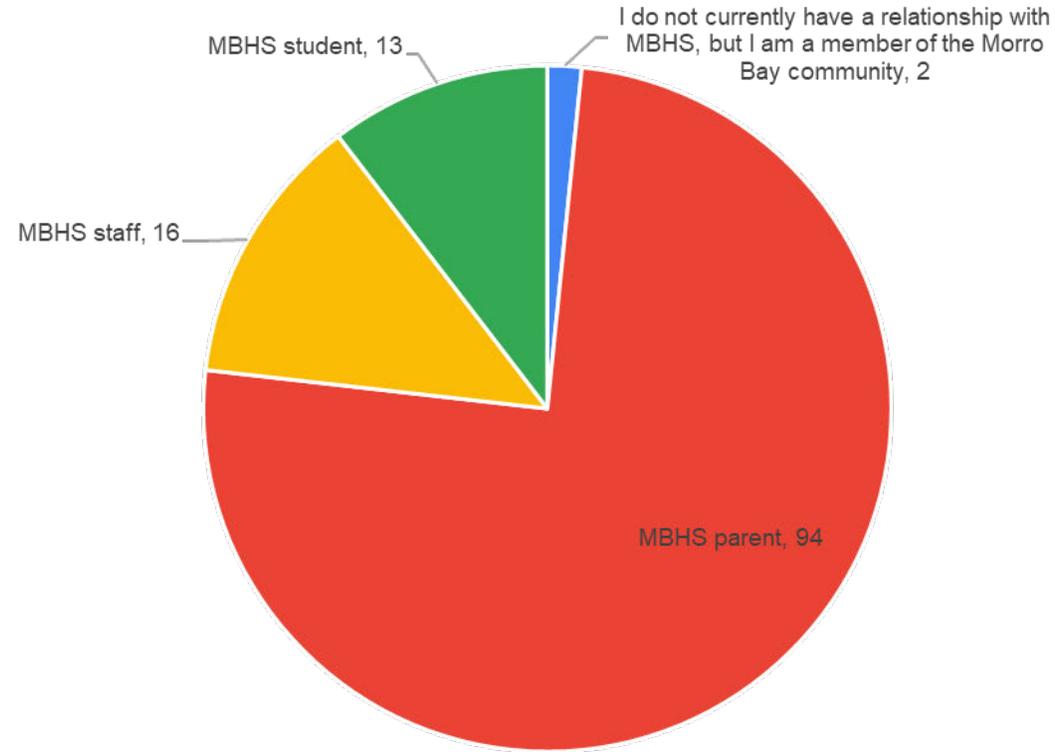


# Public Engagement

→ MBHS Survey Results

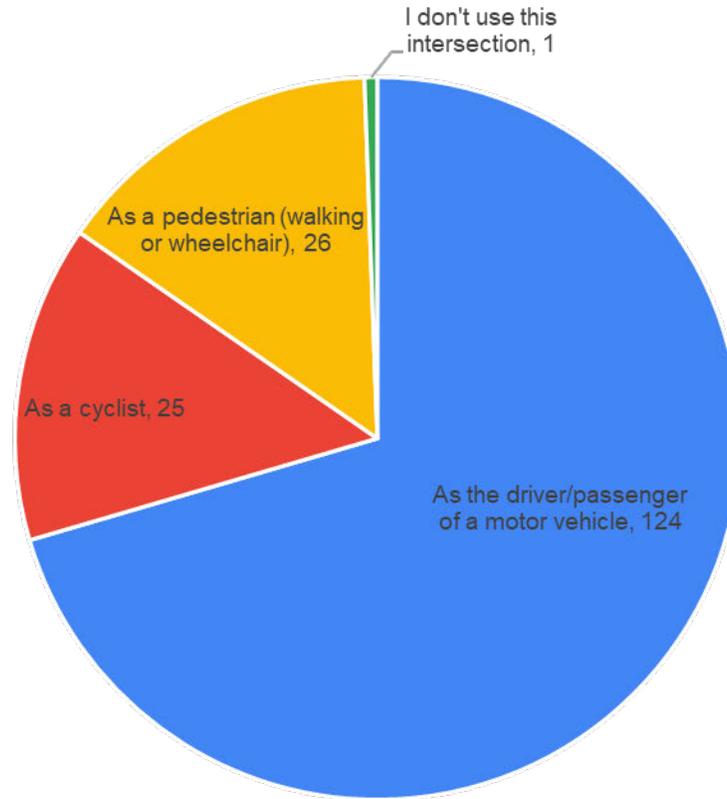
# Survey Results | Responses

## What is your relationship to MBHS?



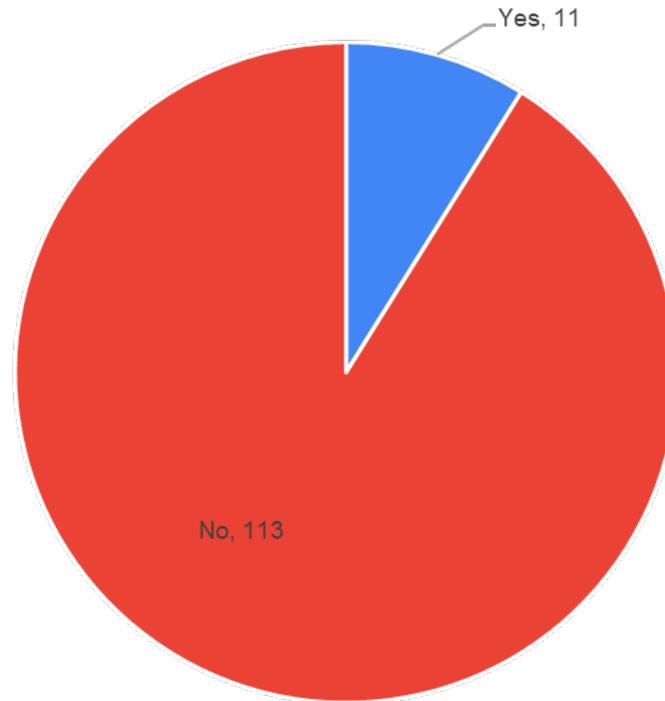
# Survey Results | Responses

## How do you use this intersection?



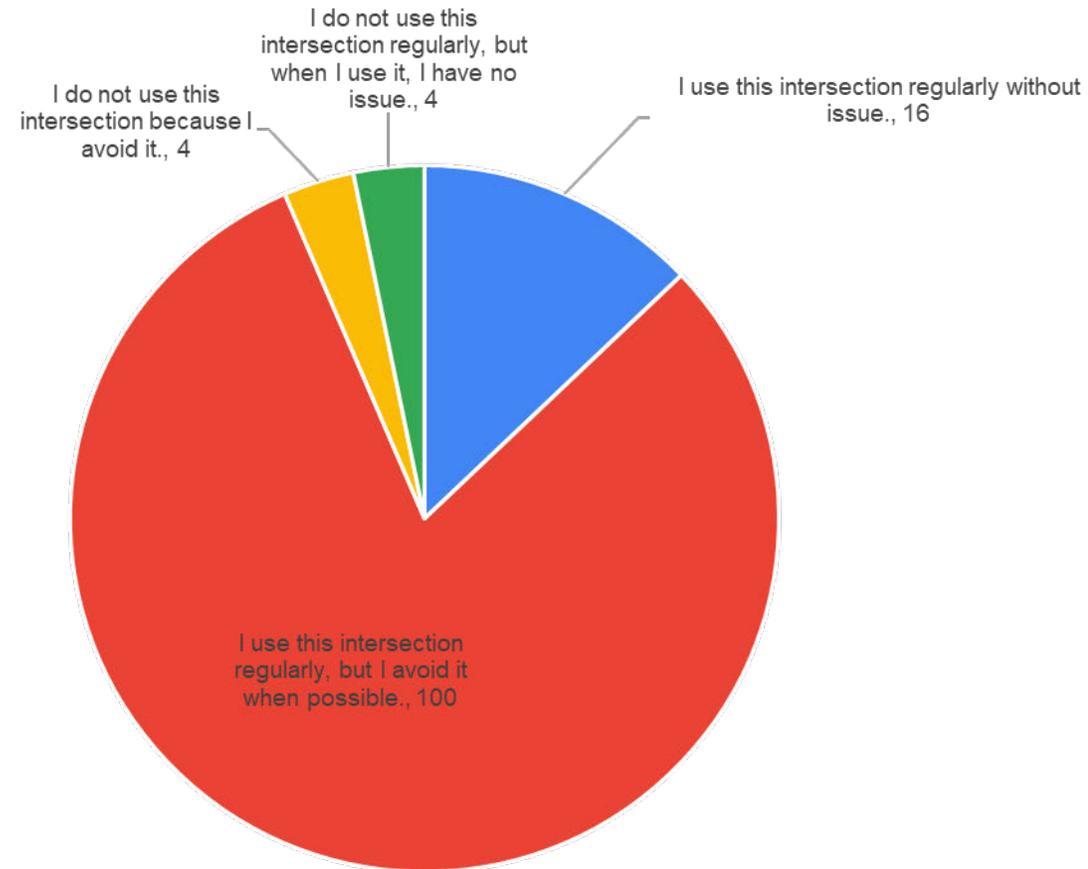
# Survey Results | Responses

**Do you feel this intersection handles traffic flow of vehicles and pedestrians adequately?**



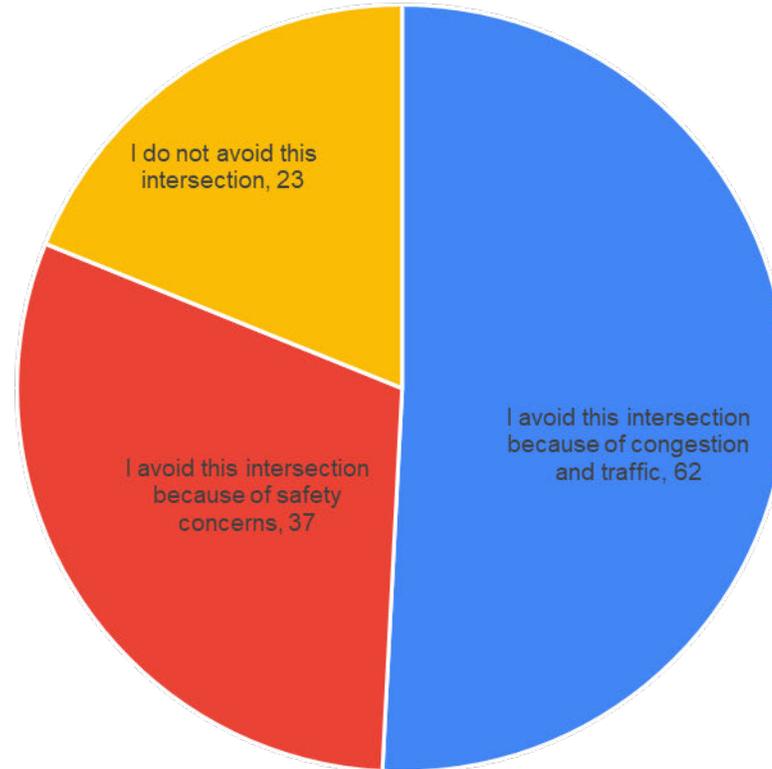
# Survey Results | Responses

## How often do you use this intersection?



# Survey Results | Responses

## Do you avoid this intersection? Why?



# Survey Results | Responses

## What, if any, are your safety concerns with the intersection?

bad visability, confussing to who's turn it is
I have experienced almost being hit in this intersection while driving. I've had issues with traffic congestion, especially getting off the freeway off-ramp heading northbound. Traffic at the 4-way stop often is congested and confused.
In my car, I'm concerned I'll hit another car, a biker, a student pedestrian
It is congested in the morning around 8:30 when school starts and at 3:30 when school gets out.
It's hard to avoid this intersection if you are coming from los osos. I'm a parent now, but when I was an employee I would get off on main then head to the intersection of 41 because I knew I would have the right of way to turn left. Sitting in the line of traffic on the offramp and trying to get to MBHS is stressful. There are so many factors to watch out for. I've almost hit a pedestrian several times
New drivers navigating a difficult intersection, pedestrians
Northbound off-ramp, very hard to find time to turn left. People don't abide by right of way, and lots of close calls.
Not enough room at the 4-way stop, not safe for pedestrians, mix of locals and tourists (unfamiliar with peculiarities of that intersection), heavy pedestrian/bike traffic with nowhere to go, and so on, and so forth
Pedestrian traffic
People have to take action that bypasses the stop sign rules because of the congestion and chaos at that intersection. It is a hazard in terms of driving, riding a bike, and walking. I'm so happy that this intersection will be safer and more efficient in the future!
Poor visibility and congestion
Reckless driving and blind turns leading to crashes.
Some cars in a hurry didn't fully stop.
Student safety
That I will get hit by a car turning left onto Atascadero rd exiting off off hwy I. People pull out unexpectedly.
The highway 1 entrance/exits at this intersection is highly congested and is difficult to get out of if you are on the North exit. In addition to traffic flow from the 4-way stop before/after, it further causes a choke point for traffic. For students/cyclists crossing, it may also be difficult to do so with aggressive drivers.
The left turn from the north bound freeway exit is confusing and unsafe. Community members are mindful of this but travelers do not understand the unique flow.
there are several area's/lanes when you use them that you can not see oncoming traffic. if you are a cyclist that attempts to use this intersection at peak times, you take your life in your hands because you can not see them and many go int he bike lanes to proceed in a car forward.
This intersection is extremely complex- especially for young drivers. The off ramp off of HWY1 and the 41 and Main all come together in a total mess. It was poorly designed and needs improvement
Too many entrances and pedestrians
With freeway off-ramp it is a confusing and inconsistent flow of traffic. I only use this intersection when school is off. I also find it hard to see pedestrians.
(blank)
No one knows how to use a 4 way stop properly
It is so hard to turn left exiting the northbound exit. Super dangerous
Pedestrian safety

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Visibility is challenging with the combination of pedestrians and teen drivers.
Kids and skateboarders crossing, student drivers, not being able to make turns in a timely fashion, near collisions with other cars, other drivers getting mad.
There is no real flow of traffic there. People just go and hope for the best. My son has almost been here trying to cross the street there several times.
Very dangerous for all drivers and especially new drivers.
The flow is erratic. It needs a light, especially at peak times. It's almost impossible to make certain turns without impeding the flow of traffic. Now there is a hotel to add to the traffic.
The two intersections side by side plus the freeway ramps and the left turns makes it very difficult and time consuming to make a turn.
People don't pay attention and stop for pedestrians pedestrians walk whenever they want and there's no actual lanes for you to follow.
Too many cars going too many directions especially when kids are present. NOT a good mix.
It's a mess!! Too much traffic, pedestrians, and mayhem.
First safety issue - My son rides his bike to school and crosses intersection and I think it's very unsafe and worry that he will die coming or leaving school. Many students are new drivers and the kids are in a rush to get to school in the mornings so they're not late. Therefore, I find it very unsafe to have this unsafe intersection here. Also, the construction next to the high school is adding to the problem. Furthermore, once the hotel is built there will be even more traffic going through the unsafe intersection. It's a confusing intersection with too much traffic and lots of pedestrians and bicyclists. We are at risk of a deadly accident occurring at this intersection.
There is poor visibility when trying to turn left out of the HWY 1 northbound off ramp. Also, high school students ride their bikes on the wrong side (e.g., against traffic) in the morning. I almost hit a child trying to make a right turn onto HWY 1 southbound after dropping my child off. He was riding his bike in the wrong direction and went straight through the crosswalk without looking or slowing down. If I hadn't seen him, he would have been seriously injured or killed.
Drivers don't know when to take their turn, the turn lane and straight lane rules aren't followed properly and pedestrians don't know when to cross - it's a guessing game for everyone, when to go and when to wait.
It's dangerous in all directions.
Yielding to pedestrians, car accidents
Children crossing, traffic
No one ever seems to know when it's their turn to go and the mornings are a mess.
I've almost been hit multiple times by people running the stop sign here. It's honestly really dangerous.
Backlog on freeway makes for very dangerous situations trying to exit at 41
It is dangerous exiting the freeway and going to the high school due to the flow of traffic. The hotel will make it worse. This intersection is terrible for new drivers.
I can not avoid this intersection as my children go to school at MBHS and my husband works in Atascadero. The new Hampton Inn Hotel on the corner is going to add more traffic. This intersection is the only one that has so many different directions one can go to. I wish there was a street that just went to the high school. Students walking to and from school is going to be a major concern.
People don't know how to use a 4 way stop apparently and I've seen a lot of accidents almost happen.
complex traffic patterns may lead to accidents; other drivers often seem confused; intersections get blocked
There are too many different users — cars, cyclists, and pedestrians — going in too many different directions in too great a volume to adequately be managed in that small space.
Difficult to see approaching vehicles due to overgrowth, vehicles coming from too many directions, and occasional pedestrians. Frenzied parents on way to MBHS and oversized trailers coming into town from the valley.
When it is right before school starts, you have cars trying to go every which way as well as students walking to school, it is a lot to be mindful of, and difficult to see oncoming cars when turning left on Atascadero Road
My question is, why in the world was a hotel approved right on the high school campus? This survey should have been done before this was approved. The area was congested before, but now it will be even worse. Three hotels Wake up Morro Bay, this is NOT only a tourist attraction. People live here. People who make decisions for Morro Bay should live in Morro Bay. I have two kids at the high school and it is ridiculous that my son has to leave 20 min early because of traffic. Please fix what you have created Morro Bay officials. So disappointed.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Students crossing and cars getting impatient and rushing through.
People going out of turn really fast to squeeze in first.
Pedestrian are my numbr one concern. People do not want to stop for them. My daughter always come home telling me they almost got hit by a car at that intersection
Traffic consistently backs up in every direct. Once there are a few cars at the stop sign it's impossible to see if the way is clear to cross from the off-ramp.
I'm concerned for the students when school is on session and for pedestrians crossing the walkways. Also, the four way stop becomes congested frequently that long lines form because people don't know how to go with the flow of traffic. This has been an ongoing issue for many years and will become worse with the new hotel and apartment complex being built.
It is an awkward intersection with the freeway exit and 4-way stop. My biggest concern however are the pedestrians, especially from the high school, mixed up in all of this. It would make a lot of sense to have a pedestrian tunnel.
The high school students at lunch time walking through make me scared they will get hit because driver get so impatient there. Also during school drop off and pick up. It is CRAZY! I'm shocked there hasn't been more accidents in front of the school and at the 41 intersection.
People coming off hwy 101 will force themselves into the intersection causing problems.
Hey 1 north exit backs onto oncoming fast traffic
I drive down coming from highway 1 north and exit on 41 to0 turn right to go to the high school. Although I make a full stop to watch out for pedestrian and other cars coming from east 41 I have witnessed near misses from other drivers rushing to get to school and usually involves a pedestrians oblivious to traffic around them. Parents have also taken to illegally dropping off their kids right on that intersection. Traffic lights would help, I think, but I don't think a roundabout would. A roundabout would mean for drivers like myself to sit in that intersection until oncoming traffic (from east 41) to not even slow down when entering highway 1 to go south. Parents who just dropped off their students will also be stuck in that intersection. When school is in session, traffic from west 41 (highschool) cannot pile up in that intersection. It is too dangerous for students to cross that road when there are cars stopped around them. Drivers stopped in that intersection will be too busy keeping their eyes on when they can enter that roundabout rather than watching out for pedestrians.
Proximity of my left turn to the high school or left turn to Atascadero to the other traffic in Main Street obscured by other vehicles
Your horrible panning of a city put a brand new hotel corporate hotel right next to a High School. Use your brain much. Its the thing between your ears. Duh.
Waiting too long on a light or students clogging the circle.
Cross traffic with many times low visibility. Add in pedestrian traffic for a unsafe environment
Cars moving quickly, checking multiple directions but not seeing pedestrians.
Right before school starts and right after, there is a rush to get into MBHS from Main St. the eastbound 101 off ramp, the westbound 101 off ramp everything converges right under the overpass on Atascadero.Students who are walking are put in very dangerous positions using crosswalks on two on/off ramps. I is hard to see pedestrians in cross walks amid the confusion of cars coming on and off the 101 and the four way stop at Main. The next very dangerous place for pedestrians and car traffic is getting and our of the main parking lot at MBHS. To make a left onto Atascadero Road is difficult at the school drop off and pick up times. There is a long line of cars trying to make a left turn, while some cars are turning right into the parking lot and other cars are driving down Atascadero to the far parking lot.
Not only am I a MBHS parent I also live on Sunset Ave. very close to this intersection and witness difficult and often times dangerous interactions. Car to car and car to pedestrian.
The congestion increases visibility issues with pedestrians and cyclists.
On weekends and holidays the heavy congestion increases tense interactions among motorists and motorists to pedestrians due to patience being strained.
Often times to a breaking point and dangerous driving.
High school kids walking all the time without looking...and I'm saying that as the parent of one. Also, you cannot see around cars in the direction you need to pull out. I don't use the off ramp on this exit for that reason. It is awful.
Not all drivers know how to navigate a busy intersection with multiple forward motion options. So, it's a bit nerve-wracking to wonder each time you're at the intersection if each driver knows when it is their turn to go. I also wonder how safe the intersection is for pedestrians. I wouldn't want to cross the intersection personally as a pedestrian (unless I'm forgetting, I don't think the intersection or crosswalks are well lit).
Pedestrians and bikes and accidents
When school is in session i avoid this way as it's to clustered but regularly when there's no school i think putting in a stop light system would greatly help

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection? (cont'd)

Exiting the northbound offramp and preceding to make a left is impossible during high traffic times. Also, at the end of the school day, traffic backs up to get back on the freeway
Exiting southbound and making a left to drop off at the HS. It's very hard to see traffic coming from the right.
Northbound offramp drivers form 2 lanes onto hwy 41, when there is only on lane marked.
It gets very congested and people do not know how to use the four way stop. Plus you add in the highway ramps, high school traffic and now the new hotel and it is just a mess!
I have actually grazed pedestrian children crossing the street while looking in 6 different places to time my left hand turn properly...no matter how experienced and careful a driver you are it's impossible to keep your eye on all potential hazards at once. And now I'm sending a newly licensed teenager into the intersection!!! HELP!
Not only is there congestion at both the intersection and the Hwy 1 off ramp but it is also very hard to get opportunities to safely pull out into the lane. Our son will have his license before next school year and I worry daily about the safety of these intersections. Also, students who walk to and from school in this area are constantly having to dodge traffic.
too many things going on in one place
Students crossing the busy intersection, I don't see a roundabout making it better!
The students who walk to school
It's basically impossible to avoid this intersection if you have a student at MBHS. The on and off ramps for the freeway make an already busy intersection very dangerous and almost impassable some mornings. It feels like it is only a matter of time until an MBHS student gets hit.
The visibility of turning left from getting off the free way when people come from the high school and block the visibility of oncoming traffic when they go to the stop sign.
poor visibility of oncoming traffic from various angles; unsafe turns beyond the stop signs
When a car is turning left onto Atascadero road from south Main Street (or left from the Hwy 1(S)exit) cars are turning left onto HWY 1(N) and Left Off of Hwy 1(S) and are turning left onto Hwy 1(S) which backs up traffic and then there are the pedestrians that are walking to and from Main Street. Essentially, to turn Left you are navigating at least 6 danger points coupled with the aggressive or hesitant stop sign users there are near misses almost every time I observe the intersection waiting in the traffic for my turn to come up.
Vehicles turning right from Southbound Main Street vs vehicles turning left from the Northbound 1 exit, especially at times when traffic is congested at school dismissal. Highway 1 exiting traffic backing up to freeway at start of school. Additionally, drivers do not seem to be paying attention to pedestrians as much as they are trying to watch traffic in both intersections to safely make their turn.
People driving to fast and not seeing walkers or bicyclists. Too many people using the off ramp.
I've nearly been hit both driving, biking, or walking several times over the year. People do not know how to take turns and become impatient and reckless.
There is not a safe way to turn left from hwy 1 off ramp toward MBHS during school drop off or pick up. I also don't think it's safe for students to walk in front of the on and off ramps. Too many speedy drivers.
Buildup of traffic under the overpass. Pedestrian safety is questionable.
It's chaos during school drop off/pick up. Nobody knows when to go.
possible traffic accidents
The intersection is very chaotic with the entrance/exit in the immediate vicinity. It is unsafe especially with our newly licensed high school drivers and visitors to the area.
Distracted drivers. Poor attitude drivers. Inexperienced drivers. Hazardous drivers. Speeding drivers. Unsafe drivers.

# Survey Results | Responses

## What, if any, are your safety concerns with the intersection?\*

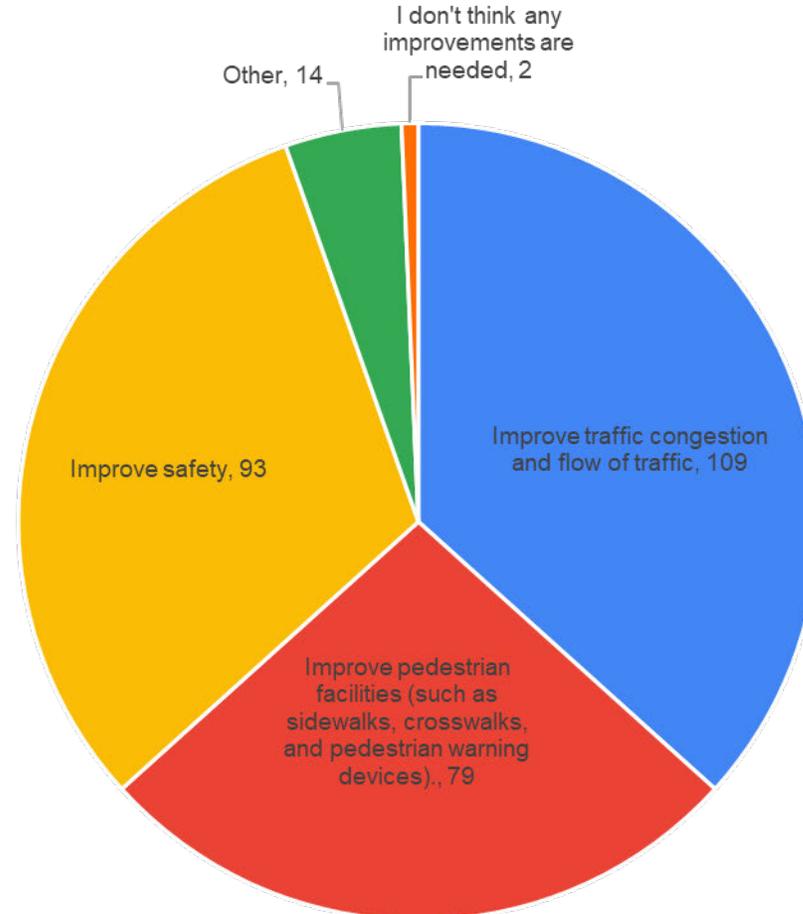
### Common Responses

- Bad visibility
- Near misses
- Significant congestion
- New drivers
- Not enough space
- Unsafe for pedestrians, cyclists, unfamiliar drivers
- Reckless driving
- Student safety
- Confusing/complex layout

*\*Answers summarized*

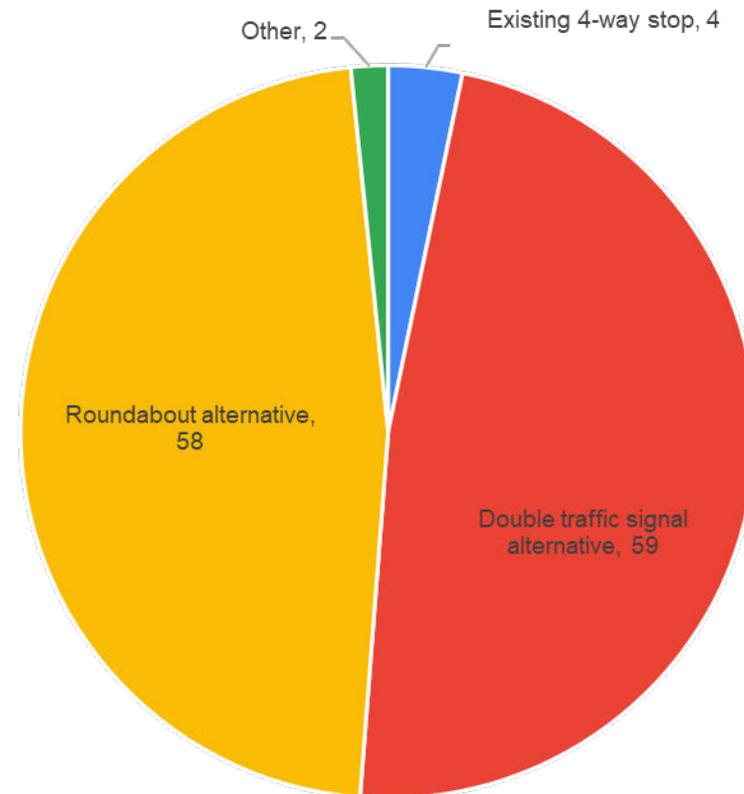
# Survey Results | Responses

## What improvements, if any, do you think are important at this intersection?



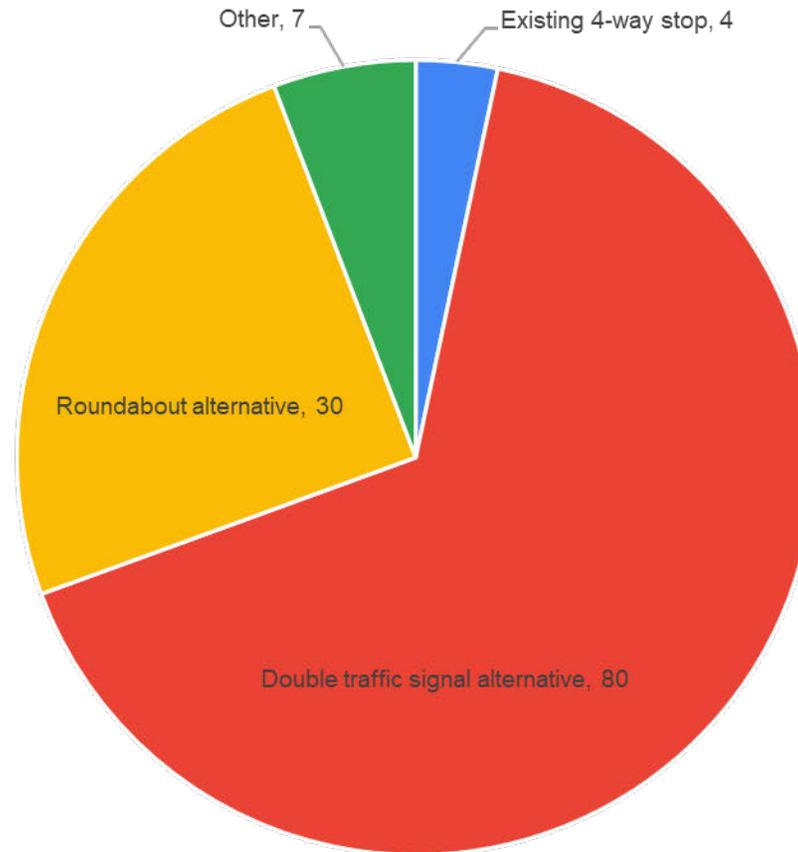
# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for MOTORISTS?



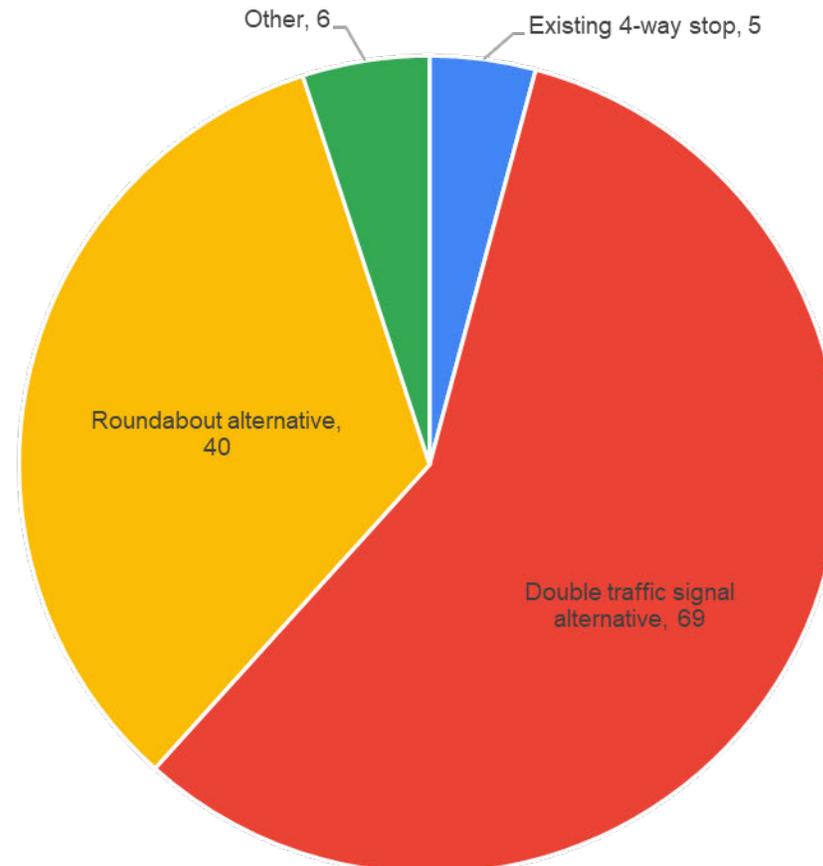
# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for PEDESTRIANS?



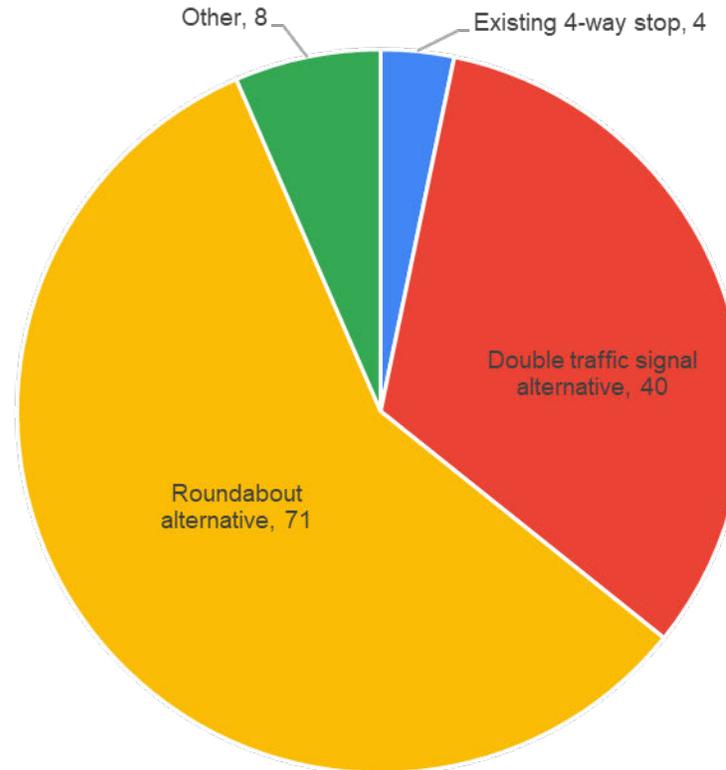
# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think is the safest for CYCLISTS?



# Survey Results | Responses

Based upon your understanding of the existing 4-way stop, a double traffic signal alternative, and a roundabout alternative, which intersection type would you think allows for the best traffic flow and congestion relief?



**From:** [Greg Kwolek](#)  
**To:** [Eric Riddiough](#)  
**Subject:** FW: 1/41/Main Street Intersection  
**Date:** Thursday, June 8, 2023 12:56:25 PM

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Please attach to the staff report.

Thanks,

Greg

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**From:** Amy K. Watkins <[awatkins@morrobayca.gov](mailto:awatkins@morrobayca.gov)>  
**Sent:** Wednesday, June 7, 2023 8:01 PM  
**To:** Greg Kwolek <[gkwolek@morrobayca.gov](mailto:gkwolek@morrobayca.gov)>  
**Subject:** Re: 1/41/Main Street Intersection

Hi Greg,

Thank you for the question. Changes to the intersection at 41/1/Main St will not impact service or response from the police department.

Regardless of the decision made, I'd like to express the police department is interested in being a part of the future design of the intersection and believe police input would be important for traffic and pedestrian safety and traffic flow.

Thank you,  
Amy

On Jun 7, 2023, at 4:49 PM, Greg Kwolek <[gkwolek@morrobayca.gov](mailto:gkwolek@morrobayca.gov)> wrote:

Hi Amy,

We are bringing the 1/41/Main Street improvements item to the City Council on Tuesday, June 13<sup>th</sup>. Staff will be recommending a roundabout be implemented at this intersection. I have received questions about whether this would impact PD service and responsiveness, and I would like to include your response to this question as an attachment to our staff report. Can you please send me a response to this?

Thanks,

Greg

**From:** [Greg Kwolek](#)  
**To:** [Eric Riddiough](#)  
**Subject:** FW: Traffic circle discussion.  
**Date:** Thursday, June 8, 2023 12:57:23 PM

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Please attach to the staff report.

Thanks!

Greg

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**From:** Daniel McCrain <[dmcrcrain@morrobayca.gov](mailto:dmcrcrain@morrobayca.gov)>  
**Sent:** Tuesday, May 9, 2023 3:11 PM  
**To:** Greg Kwolek <[gkwolek@morrobayca.gov](mailto:gkwolek@morrobayca.gov)>  
**Cc:** Matthew Vierra <[mvierra@morrobayca.gov](mailto:mvierra@morrobayca.gov)>  
**Subject:** Traffic circle discussion.

Greg,

I have included some data related to first responders and traffic circles. The data shows they improve traffic flow and do not inhibit emergency response as long as the design accounts for emergency vehicle size and with features such as mountable curbs, etc. My opinion is that a roundabout is the safest option for emergency response. They eliminate the need to oppose traffic to proceed through an intersection, improve visual obstructions to cross traffic, and typically result in less stopped traffic at intersections. I will be unable to attend the meeting tomorrow night due to a prior commitment, but I hope this information helps. Dan

<https://www.kimley-horn.com/survey-reveals-first-responders-find-roundabouts-beneficial/>



### [Survey Reveals First Responders Find Roundabouts Beneficial | Kimley-Horn](#)

The results are in! Jay VonAhsen shares the findings from the first nationwide survey of its kind in 15 years. Learn what first responders across the country shared about the impacts of roundabouts in their communities.

[www.kimley-horn.com](http://www.kimley-horn.com)

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