



CITY OF MORRO BAY

City Council Regular Meeting Agenda

Tuesday, August 13, 2024, 5:30 p.m.
Veterans Memorial Hall, 209 Surf St., Morro Bay, CA

Public Participation

Public participation is offered 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 into the Zoom webinar using the information provided below. Please use the "raise hand" feature to indicate your desire to provide public comment.
- Zoom webinar link:
<https://us02web.zoom.us/j/82722747698?pwd=aWZpTzcwTHIRTK9xaTImWVNWRWFUQT09>
- 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.
- Meetings are also broadcast on cable Channel 20 and streamed on the City's website.
- Community Members are encouraged to submit agenda correspondence via email to the City Council at council@morrobayca.gov prior to the meeting. Agenda correspondence received by 10:00 a.m. on the meeting day will be posted on the City website.

Pages

1. ESTABLISH QUORUM AND CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. REPORTS

4.a Closed Session Report

4.b Mayor and Councilmembers' Reports, Announcements and Presentations

4.c City Manager Reports, Announcements and Presentations

4.d Subcommittee Reports

1. Water Reclamation Facility & Morro Bay / Cayucos Sanitary District JPA

2. Morro Bay Power Plant (Vistra)
3. Offshore Wind Energy
4. Downtown Design District

5. RECOGNITION AND PRESENTATIONS

5.a Morro Bay Chamber of Commerce Quarterly Review

6. 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.

7. 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.

7.a	Approval of Minutes (City Clerk)	
	<u>Recommended Action</u> Approve as submitted.	
	1. June 25, 2024 - Special Closed Session Meeting	5
	2. July 10, 2024 - Special Closed Session Meeting	7
	3. July 23, 2024 - Special Closed Session Meeting	9
7.b	Adoption of Resolution No. 52-24 Authorizing the Public Works Director to Sign Planning Loan Amendments (Public Works Department)	11
	<u>Recommended Action</u> Adopt Resolution No. 52-24 authorizing the Public Works Director to Sign Planning Loan Amendments.	
7.c	Status Update on Substantial Completion for the Water Tank Rehabilitation Project; and, Authorize Funding Reallocation Back to Water Fund (Public Works Department)	18
	<u>Recommended Action</u> 1. Receive and file this status update on substantial completion. 2. Authorize reallocation back to the Water Fund of remaining unexpended project funds not necessary for project completion.	
7.d	Determination of Public Convenience or Necessity for ABC License - 501 Embarcadero Road, Estero Inn (Community Development Department)	24
	<u>Recommended Action</u> Make the Determination of Public Convenience or Necessity to approve the request to allow sales of alcohol for off sale beer and wine type 42 license for Estero Inn at 501 Embarcadero Road; and direct staff to provide the applicant with a letter of support.	
8.	<u>PUBLIC HEARING ITEMS</u>	
8.a	Adoption of Resolution No. 53-24 approving Major Revision #MAJ24-001 to Conditional Use Permit #CUP22-09 at 801 Embarcadero for redevelopment of the Libertine Brewing site (Lease site 86/86W) and public access improvements (Community Development Department)	27

Recommended Action

Adopt Resolution No. 53-24, for approval of Major Revision #MAJ24-001 to Conditional Use Permit (CUP) #CUP22-09 to remove the City Council added condition to defer public plaza improvements and require the proposed public plaza be added prior to final occupancy to be consistent with Coastal Commission conditions placed on the Coastal Development Permit (CDP), located at 801 Embarcadero.

9. BUSINESS ITEMS

9.a Professional Services Agreement for Hydrogeologic Support for the Recycled Water Program at the Morro Basin Extraction Well Project (Public Works Department)

96

Recommended Action

Authorize the City Manager to execute:

1. An agreement with GSI Water Solutions, Inc. (GSI) to provide Injection Well Design and Construction Support Services for the Recycled Water Program in an amount not to exceed \$493,225, which includes a 10% contingency budget executable by the City Manager.
2. An agreement with GSI to provide Design and Construction Support Services for the Morro Basin Extraction Well project in an amount not to exceed \$184,352, which includes a 10% contingency budget executable by the City Manager.

10. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

The next Regular Meeting will be held on August 27, 2024.

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 Street, 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 Disability Act, if you need special assistance to participate in a City meeting, please contact the Clerk's office 24 hours prior to the meeting to insure reasonable arrangements can be made to provide accessibility to the meeting.



**MINUTES - MORRO BAY CITY COUNCIL
CLOSED SESSION MEETING**

**June 25, 2024, 3:00 p.m.
City Hall Conference Room
595 Harbor Street, Morro Bay, CA 93442**

Members Present: Mayor Carla Wixom
Council Member Zara Landrum
Council Member Laurel Barton
Council Member Cyndee Edwards
Council Member Jennifer Ford

Staff Present: City Attorney Chris Neumeyer
Legal Counsel Joan Pugh Newman

1. ESTABLISH QUORUM AND CALL TO ORDER

Mayor Wixom called the meeting to order at 3:02 p.m. with all but Council Member Barton present. Council Member Barton joined the meeting at 3:05 p.m.

2. SUMMARY OF CLOSED SESSION ITEMS

3. CLOSED SESSION PUBLIC COMMENT

Mayor Wixom opened public comment; seeing none, the public comment period was closed.

4. THE COUNCIL WILL CONVENE IN CLOSED SESSION

4.a CONFERENCE WITH LABOR NEGOTIATORS

City Designated Representative: Chris F. Neumeyer, City Attorney

Unrepresented employee, as defined by Government Code subdivision 54957.6: City Manager

4.b PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Conduct an employee evaluation of the City Manager pursuant to Government Code section 54957

4.c CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code subdivision 54956.9(d)(2): One Matter

5. **RECONVENE IN OPEN SESSION**

The City Council reconvened in Open Session. The Council did not take any reportable action in accordance with the Brown Act.

6. **ADJOURNMENT**

The meeting adjourned at 4:34 p.m.

Respectfully submitted,

/s/ Dana Swanson, City Clerk



**MINUTES - MORRO BAY CITY COUNCIL
CLOSED SESSION MEETING**

**July 10, 2024, 3:00 p.m.
City Hall Conference Room
595 Harbor Street, Morro Bay, CA 93442**

Members Present: Mayor Carla Wixom
Council Member Zara Landrum
Council Member Laurel Barton
Council Member Cyndee Edwards
Council Member Jennifer Ford

Staff Present: City Manager Yvonne Kimball
City Attorney Chris Neumeyer
Community Development Director Airlin Singewald
Legal Counsel Danny Aleshire

1. ESTABLISH QUORUM AND CALL TO ORDER

Mayor Wixom called the meeting to order at 3:02 p.m., with all members present.

2. SUMMARY OF CLOSED SESSION ITEMS

3. CLOSED SESSION PUBLIC COMMENT

Mayor Wixom opened public comment for items on the agenda.

- Nicole Dorfman, Morro Bay, was concerned a Community Benefits Agreement with Vistra was being discussed in closed session and suggested it be a public hearing.
- Nattalia Merzoyan, Morro Bay, agreed with Ms. Dorfman and felt too many closed session meetings were being held on issues that should include the public.

End of public comment.

4. THE COUNCIL WILL CONVENE IN CLOSED SESSION

4.a PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Conduct an employee evaluation of the City Manager pursuant to Government Code section 54957

**4.b CONFERENCE WITH REAL PROPERTY NEGOTIATOR -
GOVERNMENT CODE SECTION 54956.8**

Property: Assessor Parcel No. 066-331-046, 1290 Embarcadero

Property Negotiators: Vistra Corp.; Morro Bay Power Company, LLC

Agency Negotiators: Yvonne Kimball, City Manager; Airlin Singewald, Community Development Director; and Chris Neumeyer, City Attorney

Under Negotiation: Price and Terms of Payment - Community Benefits Agreement

5. RECONVENE IN OPEN SESSION

The City Council reconvened in Open Session on July 23, 2024. City Attorney Neumeyer reported the City Council met in closed session on July 10, 2024 to consider two matters. No legally reportable action was taken.

However, in the interests of transparency the Council asked that a “report out” be made on otherwise confidential information for Item No. 4.b.

Item No. 4.b concerned Council review under Govt Code 54956.8 with staff of a potential community benefits agreement with Vistra Energy after they sent a proposal to City. A potential community benefits agreement includes potential real estate transactions, such as the deeding of Lila Keiser park to the City and joint real estate ventures to generate City income, as well as other related potential benefits.

No commitments were made. No final action was taken on any agreement or contract with Vistra Energy. Rather, the Council conferred with City staff on a non-binding, tentative response to Vistra Energy’s proposed community benefits agreement to continue the conversation.

Vistra Energy was informed that the City may amend the response subject to further City staff review and public input. The Council will seek community feedback and input on the community benefits agreement subsequent to the initial rounds of non-binding and tentative discussions. Furthermore, no community benefits agreement will be approved without being agendized at a public Council meeting for review and discussion.

6. ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Respectfully submitted,

/s/ Dana Swanson, City Clerk



**MINUTES - MORRO BAY CITY COUNCIL
CLOSED SESSION MEETING**

**July 23, 2024, 4:00 p.m.
City Hall Conference Room
595 Harbor Street, Morro Bay, CA 93442**

Members Present: Mayor Carla Wixom
Council Member Zara Landrum
Council Member Laurel Barton
Council Member Cyndee Edwards
Council Member Jennifer Ford

Staff Present: City Manager Yvonne Kimball
City Attorney Chris Neumeyer
Public Works Director Greg Kwolek
Harbor Business Coordinator Lori Thompson

1. ESTABLISH QUORUM AND CALL TO ORDER

Mayor Wixom called the meeting to order at 4:01 p.m. with all but Council Member Barton present. Council Member Landrum participated in the meeting remotely pursuant to the "just cause" provisions of Assembly Bill (AB) 2449. Council Member Barton joined the meeting at 4:07 p.m.

2. SUMMARY OF CLOSED SESSION ITEMS

3. CLOSED SESSION PUBLIC COMMENT

Neal Maloney, Morro Bay Oyster Company, commented on the long-term financial effects of COVID and shared his plan for business upgrades and expansion.

The public comment period was closed.

4. THE COUNCIL WILL CONVENE IN CLOSED SESSION

**4.a CONFERENCE WITH REAL PROPERTY NEGOTIATOR -
GOVERNMENT CODE SECTION 54956.8**

Property: Lease Site 144/144W, 1287 Embarcadero, Morro Bay Oyster Co.

Property Negotiators: Neal Maloney, Morro Bay Oyster Co., LLC

Agency Negotiators: Lori Thompson, Harbor Business Coordinator;
Yvonne Kimball, City Manager; Chris Neumeyer, City Attorney

Negotiations: Price and Terms of Payment

**4.b CONFERENCE WITH REAL PROPERTY NEGOTIATOR -
GOVERNMENT CODE SECTION 54956.8**

Property: APN 066-331-032, -033, and -034; 160 and 180 Atascadero
Road and 1700 Embarcadero

Property Negotiator: Cayucos Sanitary District

Agency Negotiators: Greg Kwolek, Public Works Director; Yvonne
Kimball, City Manager; Chris Neumeyer, City Attorney

Negotiations: Price and Terms of Payment

5. RECONVENE IN OPEN SESSION

The City Council reconvened in Open Session. The Council did not take any
reportable action in accordance with the Brown Act.

6. ADJOURNMENT

The meeting adjourned at 5:26 p.m.

Respectfully submitted,

/s/ Dana Swanson, City Clerk



AGENDA NO:	7.b
MEETING DATE:	August 13, 2024

Staff Report

TO: Honorable Mayor and City Council

DATE: August 8, 2024

FROM: Gregory Kwolek, Public Works Director

SUBJECT: Adoption of Resolution No. 52-24 Authorizing the Public Works Director to Sign Planning Loan Amendments

RECOMMENDED ACTION

Adopt Resolution No. 52-24 Authorizing the Public Works Director to Sign Planning Loan Amendments.

FISCAL IMPACT

The \$10,300,000 Planning Loan has already been fully drawn down. Executing the Planning Loan Amendment will have a positive financial impact on the Sewer Operating Fund since it lowers the Planning Loan’s interest rate from 1.7% to 0.9%, increases the loan repayment period by 20 years thereby decreasing the annual payments from \$1.1M to approximately \$400K, and defers the loan repayment start date by 37 months.

BACKGROUND/DISCUSSION

In order to execute the City’s original planning loan amendment, the City Council passed Resolution No. 80-15 to designate the City’s Public Works Director as “authorized representative” to sign and file the SRF Planning Loan Application and the subsequent SRF Planning Loan Agreement. Resolution No. 80-15, however, did not specifically authorize the “authorized representative” to sign amendments to the SRF Planning Loan Agreement.

As a cleanup measure, City staff now seeks City Council approval and authorization for the Public Works Director, as the City’s “authorized representative”, to sign amendments to the SRF Planning Loan. This will allow Public Works Director to sign the SRF Planning Loan amendment recently sent to the Public Works Director for signature on July 31, 2024. This amendment makes the following changes to the \$10.3 million SRF Planning Loan to match the terms of the SRF Construction Loan Amendment No. 1, or specifically:

- Decreases the loan’s interest rate from 1.7% to 0.9% to align with the terms of the SRF Construction Loan
- Increases the loan repayment period from 10 years to 30 years to align with the terms of the SRF Construction Loan
- Defers the start of repayment from August 2024 to September 2027
- Extends the work completion date from November 1, 2019, to September 30, 2026

City Staff believes these changes to the terms of the SRF Planning Loan to be favorable to the City and the City’s ratepayers.

Prepared By: <u> GK </u>	Dept Review: <u> GK </u>
City Manager Review: <u> YK </u>	City Attorney Review: <u> AXL </u>

ATTACHMENT(S)

1. Proposed Resolution No. 52-24
2. Adopted Resolution No. 80-15

RESOLUTION NO. 52-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE
SRF PLANNING LOAN AMENDMENTS**

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

WHEREAS, over the course of the Water Reclamation Facility (the “Project”), the City of Morro Bay (“City”) has pursued grant and loan opportunities to minimize the cost impacts of the Project on the City’s ratepayers; and

WHEREAS, the State of California State Water Resources Control Board (SWRCB) made State Revolving Fund (SRF) loan funding available for the planning, permitting, and design of the Project; and

WHEREAS, the SWRCB requires the City to authorize a designated representative to sign and file on behalf of the City an SRF Loan Application to obtain a loan to fund planning and design efforts for the Water Reclamation Facility; and

WHEREAS, the authorized representative is designated to provide the assurances, certifications and commitments required for the SRF Loan Application, including executing an SRF Loan Agreement with the SWRCB and any amendment or changes thereto; and

WHEREAS, the authorized representative is designated to represent the City in carrying out the City’s responsibilities under the Loan Agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws; and

WHEREAS, in order to fund the planning phase of the Water Reclamation Facility Program (WRF), the City Council approved Resolution 80-15 to authorize and direct the Public Works Director/City Engineer to sign and file, for and on behalf of the City, an SRF Loan Application with the SWRCB to obtain loan funding for the planning and design of the Water Reclamation Facility; and

WHEREAS, Resolution 80-15 did not specially authorize the authorized representative to execute amendments to the SRF Planning Loan Agreement; and

WHEREAS, the City now seeks to execute an amendment to the Planning Loan Agreement, to the benefit of the City’s ratepayers, to decrease the loan’s interest rate from 1.7% to 0.9%, increase the repayment period from 10 years to 30 years, and defer the start of loan repayments from August 2024 to September 2027.

//

//

//

//

//

//

//

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, that he Public Works Director, as authorized representative, is hereby authorized to sign, for and on behalf of the City, an SRF Planning Loan Amendments with the State Water Resources Control Board.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 13th day of August 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

RESOLUTION NO. 80-15

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPLY FOR A
STATE REVOLVING FUND PLANNING LOAN FOR THE WATER RECLAMATION FACILITY
FROM THE STATE WATER QUALITY CONTROL BOARD AND AUTHORIZING THE
EXECUTION OF A LOAN AGREEMENT, AND ANY OTHER ACTION REQUIRED,
FOR THE PURPOSES OF THE LOAN**

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

WHEREAS, the City of Morro Bay ("City") is actively pursuing development of a Water Reclamation Facility (the "Project") that will provide treated disinfected recycled water to supplement the City's water portfolio; and

WHEREAS, the State of California State Water Resources Control Board (SWRCB) has State Revolving Fund (SRF) loan funding available for the planning, permitting, and design of the Project; and

WHEREAS, it is in the public interest to pursue planning loan funding for the Project; and

WHEREAS, the SWRCB requires the City to authorize a designated representative to sign and file on behalf of the City an SRF Loan Application to obtain a loan to fund planning and design efforts for the Water Reclamation Facility; and

WHEREAS, the authorized representative is designated to provide the assurances, certifications and commitments required for the SRF Loan Application, including executing an SRF Loan Agreement with the SWRCB and any amendment or changes thereto; and

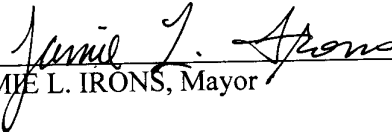
WHEREAS, the authorized representative is designated to represent the City in carrying out the City's responsibilities under the Loan Agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

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

1. The Public Works Director/City Engineer is hereby authorized and directed to sign and file, for and on behalf of the City, an SRF Loan Application with the State Water Resources Control Board to obtain loan funding for the planning and design of the Water Reclamation Facility; and
2. If funding is approved, the Public Works Director/City Engineer is hereby authorized to sign the loan agreement, subject to approval by the City attorney, and take other actions as required by the agreement.


PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 8th day of December, 2015 by the following vote:

AYES: Irons, Headding, Johnson, Makowetski, Smukler
NOES: None
ABSENT: None



JAMIE L. IRONS, Mayor

ATTEST:



DANA SWANSON, City Clerk



City of Morro Bay

Morro Bay, CA 93442

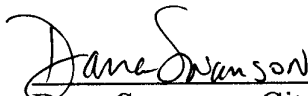
(805) 772-6205

www.morro-bay.ca.us

CERTIFICATION

I, Dana Swanson, City Clerk for the City of Morro Bay, hereby certify that the attached Resolution No. 80-15, adopted by the City Council at its regular meeting held on December 8, 2015 is a true and correct copy of the original document.

DATED: December 9, 2015



Dana Swanson, City Clerk



AGENDA NO: 7.c

MEETING DATE: August 13, 2024

Staff Report

TO: Honorable Mayor and City Council

DATE: July 30, 2024

FROM: Cindy Cecil, SE/CE – City Engineer
Austin Della, Senior Civil Engineer

SUBJECT: Status Update on Substantial Completion for the Water Tank Rehabilitation Project; and, Authorize Funding Reallocation Back to Water Fund

RECOMMENDED ACTION

1. Receive and file this status update on substantial completion.
2. Authorize reallocation back to the Water Fund of remaining unexpended project funds not necessary for project completion.

BACKGROUND

The Water Tank Rehabilitation project provides complete rehabilitation to the four Blanca Water Storage Tanks and two Kings Water Storage Tanks. Work included replacement of internal and external coatings, replacement of access ladders, handrails, railings, and the installation of OSHA required fall protection equipment. Additional features included new level gauges and seismic improvements at the Blanca Tanks.

The Water Rehabilitation Project had a total budget of \$3,348,000 comprised of the follow City Council actions:

Description	Budget Allocation
FY 20/21 Budget Adoption	\$2,000,000.00
FY 21/22 Budget Adoption	\$748,000.00
FY 22/23 Budget Adoption	\$600,000.00
Total	\$3,348,000.00

DISCUSSION

City Council awarded a construction contract to Superior Tank Solutions, Inc. (STS) in the amount of \$2,039,268 to rehabilitate the Kings Tanks and Blanca Tanks . The City Council subsequently authorized additional contract changes totaling \$768,233, for a total contract of \$2,807,501. This work included the scope work mentioned above. It also includes warranty inspections for a one-year period after the conclusion of work for each tank, and a maintenance program for a 10-year period.

The City Council also authorized a contract and two contract amendments to Cannon Engineering Consultants (Cannon) for \$147,131, for construction management to oversee STS as well as engineering services during construction. Finally, the City Council authorized a contract and one amendment for Advantage Technical Services (ATS) for \$211,764 for quality assurance, including coatings inspections and underwater inspections. The table below shows the contracts and amendments for each project phase:

Prepared By: AD Dept Review: GK
 City Manager Review: YK City Attorney Review: CFN
 Page 18 of 159

Description	Cost
Construction	
STS Base Bid	\$2,039,268.00
STS Amendment No. 1- Contract Changes	\$213,514.00
STS Amendment No. 1- Contingency	\$112,981.00
STS Amendment No. 2- Contract Changes	\$346,738.00
STS Amendment No. 2- Contingency	\$95,000.00
<i>Total</i>	\$2,807,501.00
Construction management	
Cannon Contract	\$106,708.00
Cannon Amendment No. 1	\$30,373.00
Cannon Amendment No. 2	\$10,050.00
<i>Total</i>	\$147,131.00
Inspection	
Advantage Technical Services Contract	\$111,594.00
Advantage Technical Services Amendment No.2	\$100,170.00
<i>Total</i>	\$211,764.00
Misc. Expenses	\$22,628.76
GRAND TOTAL	\$3,189,024.76

Below is a list of the tanks and their substantial completion dates.

Kings 2 (East) - 9/16/2022
 Blanca 1 & 2 - 2/27/2023
 Blanca 3 & 4 - 10/11/2023
 Kings 1 (West) - 3/25/2024

CONCLUSION

Council is requested to receive and file this status update on the Water Tank Rehabilitation Project and to authorize reallocation back to the Water Fund of remaining unexpended project funds not necessary for project completion.

ATTACHMENTS

1. Notice of Substantial Completion
2. Post-Construction Photos



July 30, 2024

Steven Bishop
Operations Manager
Superior Tank Solutions, Inc
9500 Lucas Ranch Road
Rancho Cucamonga, CA 91730

Notice of Substantial Completion

Re: City of Morro Bay Kings Tanks and Blanca Tanks Rehabilitation Project, MB2021-U1-WATER

Mr. Bishop,

Due to the nature of the agreement entered in on January 20th, 2022 between the City of Morro Bay and Superior Tank Solutions, Inc (Agreement) to perform and complete the work in accordance with the Contract Documents of project MB2021-U1-WATER (Project), this Notice of Substantial Completion is being provided separately and in advance of a final Notice of Completion. Upon full and final completion of all requirements of the Agreement, a Notice of Completion will be provided pursuant to Civil Code Section 3093.

Project work is considered substantially complete for each tank location as follows:

<u>Tank</u>	<u>Date of Substantial Completion</u>
Kings Tank #2	September 16 th , 2022
Blanca Tank #1	February 27 th , 2023
Blanca Tank #2	February 27 th , 2023
Blanca Tank #3	October 11 th , 2023
Blanca Tank #4	October 11 th , 2023
Kings Tank #1	March 25 th , 2024

Outstanding work items include the warranty inspections of all tanks per 09971-3.A and 09973-3.A of the Technical Specifications and completion of the Tank Asset Management Project per 17819 of the Technical Specifications, requiring this Agreement to remain active until the full and final completion of all work.

Retention for outstanding warranty inspections will be withheld as follows, and may be billed upon completion of each warranty inspection and the acceptance of any resulting corrective work:



1. Blanca Tank 1 Warranty Inspection
 - a. Bid Item 24 = \$3,712.65
 - b. Bid Item 29 = \$822.50
2. Blanca Tank 2 Warranty Inspection
 - a. Bid Item 24 = \$3,712.65
 - b. Bid Item 29 = \$822.50
3. Blanca Tank 3 Warranty Inspection
 - a. Bid Item 25* = \$4,455.75
 - b. Bid Item 30* = \$822.50
4. Blanca Tank 4 Warranty Inspection
 - a. Bid Item 25* = \$4,455.75
 - b. Bid Item 30* = \$822.50
5. Kings Tank 1 Warranty Inspection
 - a. Bid Item 26 = \$13,314.50
 - b. Bid Item 31 = \$2,794.50
6. Kings Tank 2 Warranty Inspection
 - a. Bid Item 27 = \$16,506.50
 - b. Bid Item 32 = \$4,085.00

**Equivalent retention (totaling \$10,556.50) to be withheld from Bid Item 46, as the applicable and comparable work under Bid Items 25 and 30 was removed from the scope of work when Bid Item 46 was awarded under Amendment #1 (CCO #1). Interior and exterior coating work were performed under Bid Item 46, in lieu of Bid Items 25 and 30, but a detailed Schedule of Values for Bid Item 46 is not available for reference or comparison.*

The Tank Asset Management Program per 17819 of the Technical Specifications will be paid on an annual basis per the unit prices set forth by the Agreement. Retention for Bid Item 45 will be paid upon the completion of the Tank Asset Management Program.

Retention for all other work completed under this Agreement, totaling \$71,557.32, may be billed upon receipt of an invoice, requesting the partial release of retention, and appropriate waivers.

Thank you,

Cynthia Cecil

Cynthia Cecil, SE
City Engineer
City of Morro Bay
Public Works Department
955 Shasta Avenue
Morro Bay, CA 93442

Kings 1 and 2 Tanks



Blanca Tanks





AGENDA NO: 7.d

MEETING DATE: August 13, 2024

Staff Report

TO: Honorable Mayor and City Council

DATE: August 5, 2024

FROM: Airlin Singewald, Community Development Director

SUBJECT: Determination of Public Convenience or Necessity for ABC License – 501 Embarcadero Road, Estero Inn

RECOMMENDED ACTION

Make the Determination of Public Convenience or Necessity to approve the request to allow sales of alcohol for off sale beer and wine type 42 license for Estero Inn at 501 Embarcadero Road; and direct staff to provide the applicant with a letter of support.

ALTERNATIVES

City Council may choose to not make the Determination of Public Convenience or Necessity and reject the request to allow sales of alcohol for off sale beer and wine type 42 license at 501 Embarcadero Road.

FISCAL IMPACT

A Determination of Public Convenience or Necessity for an ABC license would allow the Estero Inn to sale beer and wine to their guests. These sales would be subject to sales tax.

BACKGROUND/DISCUSSION

In July 2024, the property owner of Estero Inn at 501 Embarcadero Road, requested a letter of support from the City of Morro Bay for approval from California Alcohol and Beverage Control (ABC) to allow alcohol sales at the location listed above.

According to the business owner, Estero Inn has maintained a #67 license with the ABC for the last 5+ years. This license allows them to provide beer and wine free of charge to their guests. The owner now wishes to modify their license to a #42 which would allow them to now sell beer and wine to their guests.

ABC has identified this area of the City as having an over concentration of alcohol sales licenses triggering a requirement for the applicant to obtain a letter of support from the City in favor of a Determination of Public Convenience and Necessity for issuance of the ABC license in this location.

CONCLUSION

The hotel use serves visitors to Morro Bay and the request to allow the sale of beer and wine at the hotel is a reasonable ancillary use to the hotel. Both the Police and Community Development Departments have reviewed the request and found no reason to deny the sale of alcohol at this location. Staff has provided a letter of support (See Attachment 1) and recommends the City Council

Prepared By: KF

Dept Review: AS

City Manager Review: YK

City Attorney Review: LNL

direct the Community Development Director to sign and provide the applicant with the attached letter.

ATTACHMENT

1. Draft public convenience or necessity support letter



CITY OF MORRO BAY

POLICE DEPARTMENT

850 Morro Bay Boulevard
Morro Bay, CA 93442



Chris Kostecka
Estero Inn Morro Bay
Estero Inn LLC
501 Embarcadero Rd.
Morro Bay, CA 93442

Dear Mr. Kostecka,

This letter provides support for you, the master leaseholder, applying for alcohol sales as follows:

1. Support for On-Sale beer and wine type 42 license.
Estero Inn LLC, 501 Embarcadero, Morro Bay 93442.

I reviewed the documents submitted by City of Morro Bay Community Development Department and I support the application of alcohol sales and license types at the above location. The police department has no concerns or issues to express. This area of sales reports little to no calls for service related to the On-Sale of alcohol from this and/or other establishments in the area operating under a similar license. According to California Business Section Code 23824 the City of Morro Bay is requesting that this property should be given the ability to sell alcohol because it benefits the public and the area. This is a visitor serving area that will attract more guests and meet the needs of the public.

Please let me know if I can assist you further. Good luck with the new businesses.

Sincerely,

Amy Watkins
Chief of Police



AGENDA NO: 8.a

MEETING DATE: August 13, 2024

Staff Report

TO: Honorable Mayor and City Council

DATE: August 6, 2024

FROM: Susana Toner, Assistant Planner

SUBJECT: Adoption of Resolution No. 53-24 approving Major Revision #MAJ24-001 to Conditional Use Permit #CUP22-09 at 801 Embarcadero for redevelopment of the Libertine Brewing site (Lease site 86/86W) and public access improvements

RECOMMENDED ACTION

Adopt Resolution No. 53-24, for approval of Major Revision #MAJ24-001 to Conditional Use Permit (CUP) #CUP22-09 to remove the City Council added condition to defer public plaza improvements and require the proposed public plaza be added prior to final occupancy to be consistent with Coastal Commission conditions placed on the Coastal Development Permit (CDP), located at 801 Embarcadero.

ALTERNATIVES

The City Council could choose to reject the resolution that removes the City Council added condition deferring public plaza improvements. This alternative would have the same effect as the recommended action, since the Coastal Commission’s CDP conditions prevail in the event of a conflict with the City’s CUP conditions.

FISCAL IMPACT

The City will gain additional tax revenue for the new uses created from the redeveloped Libertine building, including transient occupancy tax (TOT) revenue from the seven hotel rooms on the second floor.

SUMMARY

The purpose of this item is to: 1) inform the public and Council of changes to the Libertine redevelopment project’s conditions of approval due to the California Coastal Commission’s (CCC’s) decision on the project’s Coastal Development Permit (CDP); and 2) for the Council to consider a resolution that would harmonize the City’s Conditional Use Permit (CUP) conditions with CCC’s CDP conditions for the project.

Due to the project’s location within the CCC’s original jurisdiction, the project required a CUP from the City and a separate CDP directly from the CCC. CCC Special Condition #8 states that the City’s CUP conditions remain in effect and, “...in the event of conflict between any such conditions imposed by the City and terms and conditions of this CDP, the terms and conditions of this CDP shall prevail.”

The CCC’s CDP conditions are generally consistent with the City’s CUP conditions except for City

Prepared By: <u>ST</u>	Dept Review: <u>AS</u>
City Manager Review: <u>YK</u>	City Attorney Review: <u>LNL</u>

condition #25, which defers the construction of a public plaza within the existing parking lot area west of Embarcadero, adjacent to the project site. CCC's Special Condition 1f, which requires construction of the plaza prior to occupancy of the proposed hotel, conflicts with an would prevail over the City's condition #25.

Consistent with City CUP condition #26, the Coastal Development Permit was also conditioned by Coastal Commission to provide both an ADA parking space and a loading space along the frontage of the Embarcadero (CCC Special Condition 2e).

PROJECT DESCRIPTION AND REGULATIONS

The lease site at 801 Embarcadero Road (Lease sites 86-86W) is the location of the Libertine Brewing Company. The Applicant obtained approval of a CUP (combined Concept/Precise Plan) and Design Review approval for demolition/reconstruction from City Council on January 13, 2024, as well as obtained approval from the CCC on June 13, 2024. The project includes demolition of a majority of the 4,677sf two story building with basement. The project would be reconstructed as a 5,206sf mixed-use building adding an additional 529sf. The project proposes a new 7-unit hotel on the second floor with public viewing deck, first floor restaurant and coffee shop uses and expanded basement area for the Libertine Brewing business. Site improvements include multiple public coastal access enhancements including a new 15' wide Harborwalk gap extension, replacement of 7 steel piles, sleeving of 3 existing wood pilings, replacement of existing dock with new dock area with ramp, 2 side-tie boat slips, and public access improvements to the adjacent street end by removing public parking in the street end to create a public plaza, and master sign program approval. The project is located in the WF zoning district, within the Waterfront Master Plan and the Downtown Waterfront Strategic Plan (DWSP) areas and is also within the CCC's Original Jurisdiction. The Coastal Commission retains permitting authority for the related coastal development permit. The revision is to a City Council added condition to defer the public plaza improvements until a parking relocation plan is put in place.

The requested Major Revision would modify this condition to eliminate the deferral option and require the construction of the public plaza prior to final occupancy, consistent with conditions placed on the project by Coastal Commission during the Coastal Development Permit process.



Existing Libertine building, street end, and adjacent buildings

PROJECT TIMELIE

Planning Commission (PC) reviewed the project on December 19, 2023 pursuant to Morro Bay Municipal Code (MBMC) section 17.40.030 (Planned Development overlay), which requires Concept/Precise plan approval of the conditional use permit for public tidelands projects and for design review. Pursuant to MBMC section 17.40.030(F)(2), final “concept plans for PD overlay zone properties shall receive final approval from the city council at a duly noticed public hearing.”

At its December 19 meeting, the PC adopted Resolution No. 19-23 to forward a favorable recommendation with two added conditions to the City Council for final approval (Attachment 2). The Planning Commission also reviewed the project as a Conceptual Review item on February 1, 2022, and provided comments and design feedback to the applicant, which resulted in design changes to the building. The PC staff report for the CUP review and previous Conceptual Review meetings is provided below as online links on the last page of this staff report.

City Council originally reviewed the project on January 23, 2024 for final approval of the Concept/Precise Plan approval for the conditional use permit located in Tidelands.

At its January 23 meeting, the City Council adopted Resolution No. 08-24 to approve the Concept/Precise Plan with two added conditions regarding the public plaza improvements and where the improvements would fall in the phasing of the project, as shown below.

City Council conditions 25 and 26 added on January 23, 2024:

25. Plaza improvements shall be deferred until a relocation plan is prepared that addresses relocation of parking spaces; or unless relocation of parking spaces for street ends is identified and included with approval of the future Waterfront Master Plan update. Deferral of the plaza improvements shall be included in the lease for the subject property. Plaza improvements shall be installed within 24 months of an approved relocation plan for the relocated parking spaces. Upon written determination by the City Manager and the Community Development Director, that parking relocation is unlikely, including but not limited to, through anticipated untimely delay of the waterfront master plan update, Applicant will within 30 calendar days deposit into the City's general fund for use in Harbor area by City a sum equal to the total amount of plaza improvement cost as reasonably determined by the Community Development Director based upon industry standards. If within 14 months after the building permit is issued for Applicant's project, plaza improvements have not been determined by the City to move forward then Applicant has the option of depositing said sum to the City, rather than waiting for a determination on whether or not parking relocation will or will not occur.
26. Staff will investigate ability to place an ADA parking space along the frontage or within street end and/or a passenger drop off loading zone space with priority toward providing an ADA parking space.

The conditions were added due to concern expressed about the loss of parking without a parking relocation plan in place, either through its own plan or through the update to the Waterfront Master Plan. The incoming update to the Waterfront Master Plan is planned to include a parking analysis for the Waterfront Area and relocation plan for the parking in the street ends. The relocation for parking in the street ends is consistent with the City's certified Local Coastal Program (LCP) to prioritize pedestrian access to the coast.

The City has applied to the CCC for a \$500,000 LCP grant to update the Waterfront Master Plan. Staff is in discussions with CCC staff regarding the possibility of increasing the scope and budget for the grant to allow for a comprehensive analysis and additional public outreach. Staff anticipates returning to the Council with a revised grant application resolution to seek additional budget and expand the scope.

COASTAL COMMISSION CONDITIONS

The project is located within California Coastal Commission's (CCC's) original jurisdiction, and they retain the permitting authority for the associated Coastal Development Permit with the project. On June 13, 2024, the CCC approved the Libertine CDP on consent with 12 Special Conditions. CCC Special Condition #8 states that the City's CUP conditions remain in effect and, "...in the event of conflict between any such conditions imposed by the City and terms and conditions of this CDP, the terms and conditions of this CDP shall prevail." The CCC's Special Conditions are generally consistent with and serve to reinforce the City's CUP conditions, except Special Conditions 1 and 4f pertaining to the public plaza.

CCC Special Conditions 1 and 4f (shown below) require completion of the public plaza prior to occupancy. This condition conflicts with, and therefore, prevails over the City's CUP condition #25 that allowed for deferral of the plaza.

1. **Approved Development.** Coastal Development Permit (CDP) 3-24-0149 authorizes the development expressly proposed by the Applicant (i.e., ground floor commercial and restaurant use, a seven-unit standard operating hotel, and lateral and vertical public access improvements) as described and shown in **Exhibit 3**, including with respect to the room rates as described in **Special Condition 3**, and as modified by the conditions of this CDP. The Permittee shall undertake development in accordance with the approved CDP. Any proposed changes to the development shall be reported to the Executive Director. No changes to the approved development shall occur without a Commission-approved amendment to this CDP unless the Executive Director determines that no amendment is legally required.
 - f. **Public Access Amenities Provided Prior to Occupancy.** All public access components of the approved project shall be constructed and ready for use prior to occupancy of the hotel units.
 - e. **Loading Zone/ADA.** The Plans shall identify one parking space along the Embarcadero for general passenger loading and unloading, limited to 10 minutes per vehicle, and one ADA parking space. The Final Plans shall describe that the curb on the loading/unloading parking space shall be colored white and shall also provide for signage to be placed adjacent to the space denoting its use for ten-minute passenger loading and unloading only. Any reference to this space as dedicated only for hotel guest loading and unloading shall not be included on the Final Plans. Evidence of review and approval of these parking spaces by the City

The CCC determined the public plaza would be a better use for the street end than the parking that currently exists and found the proposed plaza to be consistent with the Coastal Act and required by Morro Bay's Local Coastal Plan. Consistent with City CUP #26, the Coastal Development Permit was also conditioned by Coastal Commission to provide both an ADA parking space and a loading space along the frontage of the Embarcadero (Special Condition 2e).



Visual simulation of south elevation of proposed Libertine building at 801 Embarcadero with public plaza shown.

DISCUSSION:

As discussed at the January 23, 2024 City Council Meeting, the City Council added condition was put in place due to concern for the increase in parking demand by the project. The City evaluated the project's parking requirements based on Historic parking credits and the amount of parking the proposed project would create. Coastal Commission calculated the parking demand slightly differently and used the existing uses in the building to calculate the current parking requirement and compared it to the proposed project's parking requirement. Both ways of calculating parking (outlined below) reached the same conclusion that the project, as proposed, would not need to provide any parking mitigation.

Important to note is between City Council's approval of the Conditional Use Permit and Coastal Commission's approval of the Coastal Development Permit, the City's Implementation Plan was certified by Coastal Commission (March 2024) and parking calculations would have been based on their respective Implementation Plans.

During the Conditional Use Permit Review, the required parking spaces calculated was 66.9 parking spaces; the Historic Parking Credits available for the site are 79 parking spaces. The proposed project did not produce any additional parking requirements to the Historic Parking credit; thus, no additional on-site parking or parking in-lieu fee is required.

17.27.050 Parking Reductions, F. Embarcadero District

F. Embarcadero District. For development located on those city managed lease sites covered by the Waterfront Master Plan (and located within the area identified in the -WMP zoning overlay), parking requirements may be deemed satisfied and reductions may be allowed based on the calculation of the parking requirements for the previously permitted uses on the lease site. City lease sites may utilize the existing parking requirement as evidence of satisfying the newly proposed use's determined parking requirements, unless additional parking is otherwise required, in which case only that additional parking must be satisfied. In all cases, approval of parking reduction shall be consistent with provisions of Section 17.27.050.G and consistent with the LCP Coastal Land Use Plan.

Coastal Commission uses a similar method to the Historic Parking Credit system that the City uses, they use the lease-site's existing uses. During Coastal Commission's review of the Coastal Development Permit, the required parking spaces calculated for the proposed project were found to be approximately 40 parking spaces. Coastal Commission's calculation of the existing parking requirement was 56 spaces, thus not requiring the project to provide additional on-site parking spaces or parking in-lieu fees.

Both methodologies of calculating the required parking reached the same conclusion, that no additional parking would be required for the project. Coastal Commission found that due to the decrease in demand by 16 parking spaces, the removal of the 11 parking spaces in the street end can be accounted for, until a relocation plan is put in place.



Visual simulation of south elevation of proposed Libertine building with public plaza and passenger drop off area in foreground.

PUBLIC NOTICE:

Notice of a public hearing on this item was posted at the site and published in the Tribune newspaper on July 31, 2024, and mailed directly to all property owners and occupants of record within 500 feet of the subject site. The notices invited the public to attend the hearing and express any concerns they may have regarding the proposed project.

CONCLUSION:

As conditioned, the City Council approved Conditional Use Permit conditions are inconsistent with Coastal Commission conditions on the Coastal Development Permit. Staff therefore recommends approval of MAJ24-001 to CUP22-09 to adopt a revised resolution approving the removal of City Council added condition #25 and require the construction of the public plaza prior to final occupancy consistent with conditions of the Coastal Commission approved Coastal Development Permit.

The project's CUP and CDP require the applicant to initiate construction and complete substantial site work within 2 years of the approval date, unless time extensions are granted.

ATTACHMENTS:

1. City Council Resolution No. 53-24
2. City Council Resolution No. 08-24 (adopted January 23, 2024)
3. Planning Commission Resolution No. 19-23 (adopted December 19, 2023)
4. Plans/ Plan Reductions dated January 11, 2024

ONLINE DOCUMENTS:

1. Staff Report & attachments for the 6/13/2024 Coastal Commission Hearing Available at the following link: <https://www.coastal.ca.gov/meetings/agenda/#/2024/6>
2. Staff Report & attachments for the 1/23/2024 City Council Hearing available at the following link: <https://pub-morrobay.escribemeetings.com/Meeting.aspx?Id=fd9bf628-898d-4e56-aaaf-4fb2d88624bb&lang=English&Agenda=Agenda&Item=24&Tab=attachments>
3. Staff report & attachments for the 12/19/2023 Planning Commission meeting available at the following link: <https://www.morrobayca.gov/ArchiveCenter/ViewFile/Item/7337>

4. Staff report & attachments for the 2/01/2022 Conceptual Review PC meeting at the following link: <https://www.morrobayca.gov/ArchiveCenter/ViewFile/Item/5840>

RESOLUTION NO. 53-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING MAJOR REVISION (#MAJ24-001) TO CONDITIONAL USE PERMIT
APPROVAL (#CUP22-09) FOR THE REMOVAL OF CITY COUNCIL ADDED CONDITION TO
DEFER PROPOSED PUBLIC PLAZA IMPROVEMENTS FOR CONSISTENCY WITH
COASTAL COMMISSION APPROVED COASTAL DEVELOPMENT PERMIT,
AT 801 EMBARCADERO, LIBERTINE BREWING
(CITY LEASE SITE 86 AND 86W)**

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

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran’s Hall, 209 Surf Street, Morro Bay, California, on December 19, 2023, for the purpose of considering a combined Concept/Precise Plan approval of Conditional Use Permit #CUP22-09 (“the Project”); and

WHEREAS, the City Council conducted a public hearing at the Morro Bay Veteran’s Hall, 209 Surf Street, Morro Bay, California, on January 23, 2024, pursuant to the Planned Development regulations (Morro Bay Municipal Code (MBMC) section 17.40.030), for the purpose of considering the Project for 801 Embarcadero, also known as the Libertine Brewing Company, in an area within the original jurisdiction of the California Coastal Commission; and

WHEREAS, the California Coastal Commission conducted a public hearing at the Inn at Morro Bay, 60 State Park Rd, Morro Bay, California, on June 13, 2024, for the purpose of considering the Coastal Development Permit for the Project for 801 Embarcadero, also known as the Libertine Brewing Company, in an area within the original jurisdiction of the California Coastal Commission; and

WHEREAS, the City Council conducted a public hearing at the Morro Bay Veteran’s Hall, 209 Surf Street, Morro Bay, California, on August 13, 2024 for the purpose of considering the Project for 801 Embarcadero, also known as the Libertine Brewing Company, to be consistent with conditions added to the Coastal Development Permit approved by the California Coastal Commission in an area within the original jurisdiction of the California Coastal Commission; and

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

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

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

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

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. CUP22-09 is categorically exempt under Section 15302, Class 2b where under replacement or reconstruction of commercial structure with a new structure of substantially the same, size, purpose, and capacity is allowed for which the proposed Libertine Project would qualify for an exemption. In addition, an eelgrass survey was performed on October 16, 2022 which found no eelgrass growing in the proposed waterfront Project area. The Project will be subject to marine mammal monitoring during construction with implementation of best management practices (BMPs) as conditioned by Planning conditions 10-15. Additionally, none of the Categorical Exemption exceptions, noted under section 15300.2, apply to the Project.
- B. The Project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighbourhood in that demolition/reconstruction of mixed use two story building of 7 hotel units and ground floor restaurant and coffee shop uses with reconstructed dock system at 801 Embarcadero are permitted uses within the zoning district and said structures comply with all applicable Project conditions and City regulations and is consistent with the City's Local Coastal Program.
- C. The Project will not be injurious or detrimental to property and improvements in the neighbourhood and the general welfare of the City in that the proposed hotel use, new restaurant, coffee shop, outdoor dining, reconstructed side-tie dock and gangway along with public plaza will provide a visitor-serving recreational opportunity which will provide additional benefit and improvement to a visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- D. The proposed Project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
 - 1. Meets the Waterfront plan maximum building coverage, bulk, and scale requirements in that the proposed Project proposes interesting articulation to break up the bulk and scale, and complies with roof sloping requirements.
 - 2. In the case of granting height greater than 17 feet, the proposed Project also provides significant public benefit pursuant to the Planned Development Overlay zone requirements in that the proposed Project is providing significant public benefit in the form of a 15-foot wide Harborwalk where 10 foot is the requirement, a second-floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space.
 - 3. The proposed Project provides the amenities identified in the Waterfront plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the building including a 2nd level open public viewing deck, adding new public coastal access signage, improved overall commercial signage aesthetics through the sign program proposed for the new building, provides overnight accommodations, and preserves scenic vistas at the street ends which enhances public amenities in this areas with the creation of the public plaza. The open second floor public viewing deck

enhances the views as seen from the bluff top looking across the building towards the bay.

4. The proposed Project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new Project will add to the pedestrian orientation with outdoor dining area, public plaza improvements, which will maintain and enhance views of the bay.
5. The proposed Project recognizes the pedestrian orientation of the Embarcadero and provides an interesting and varied design that will enhance the pedestrian experience in that the new building will open up to the passing pedestrian through creation of 15 foot Harborwalk/bayside lateral access where none currently exists.
6. The Project gives its occupants and the public some variety in materials and/or application in that the building will consist of composite wood and shiplap siding, corten panels and standing seam metal roof and the outdoor dining area will be bordered by drought tolerant landscaping in an attractive planter area.
7. The Project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed because the new structure will provide more horizontal and vertical articulation, provide bay views with the second level public viewing deck, and creation of 15-foot wide Harborwalk/bayside lateral access all of which provides articulation that is consistent with the character of the waterfront.
8. The proposed Project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the existing and new construction is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Planned Development Overlay Finding

- E. The Planning Commission finds the Project as conditioned with the provision of public benefits including 15 foot Harborwalk where 10 foot is otherwise required, second floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space in the adjacent street end constitutes greater than normal benefits and warrants modification of standards to allow a reduction in the second floor front setback, a small encroachment into the required diagonal view corridor at the southwest building corner, allow projecting pub signs as shown on Project plans on the east and north elevation to be located less than 30 feet apart, less than 15 feet from edge of façade, and less than the minimum 4 square feet in size if desired by the applicant, and also to allow building height up to 25 feet where otherwise 17 feet would be the standard building height.

Architectural Consideration

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

Design Review Finding

- G. Pursuant to 2022 Zoning Code Chapter 17.38, the Planning Commission finds that
- H. the overall design of the Project including its form, scale, massing, site plan, exterior design, and landscaping will implement the General Plan Vision for Community Character Areas for the particular area in which it is located as well as complement the natural and built features of surrounding properties and incorporate sustainable development features.
- I. The Project design is appropriate to the function of the Project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.
- J. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
- K. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.
- L. Hardscape areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
- M. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, avoid creating glare, and conform to dark sky principles.
- N. Landscaping is designed to be compatible with and enhance the vision for the Community Character Area in which the development is located as well as the architectural character and features of the buildings on site.

Downtown Waterfront Strategic Plan Finding

- O. The Planning Commission finds that the Project as proposed is consistent with the Waterfront Specific Design Guidelines in the 2018 Downtown Waterfront Strategic Plan as evaluated in the staff report. The Project redesigns the lease site with the demolition and reconstruction of the existing two story building and improves the view corridor and improves overall public views through to the Bay. The Project proposes design materials consistent with the fishing village character of the community and consistent with the materials of the adjacent lease site. The Project proposes diagonal view corridors, and provides 15 feet of Harborwalk bayside lateral access where none currently exists. The Project proposes a nautical design theme through the proposed commercial signage. The Project as conditioned includes enhanced amenities such as a new public plaza, benches and informational signs, and the Project also proposed appropriate lighting to encourage safety and comfort, but with downcast, shielded lighting fixtures.

Section 2. Action. The Planning Commission does hereby approve Conditional Use Permit #CUP22-09 subject to the following conditions:

Standard Conditions:

1. This permit is granted for the land described in the staff report dated December 11, 2023, for the Project at 801 Embarcadero depicted on plans dated November 1, 2023, on file with the Community Development Department, as modified by these conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for CUP22-09, unless otherwise specified herein.
2. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Manager (the "Director"), upon finding the Project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.
3. Changes: Minor changes to the Project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
4. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This Project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's Project; or applicants failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the Project. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.

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

Building Division Conditions:

A. PRIOR TO ISSUANCE OF A BUILDING PERMIT:

9. 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.
10. 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.
11. 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.
12. The owner shall comply with the City's 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 in order 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.
13. Mitigation measures for natural occurring asbestos require approval from San Luis Obispo County Air Pollution Control District.
14. 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. Alternative, submit a completed City of Morro Bay soils report waiver request.
15. BUILDING PERMIT APPLICATION. To apply for building permits submit three (3) sets of construction plans to the Building Division.
16. The Title sheet of the plans shall include:
 1. Occupancy Classification(s)
 2. Construction Type

3. Maximum height of the building allowed and proposed
4. Floor area of the building(s)
5. Fire sprinklers proposed or existing
6. 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:

17. **SITE MAINTENANCE.** During construction, the site shall be maintained so as to not infringe on neighboring property, such as debris and dust.
18. **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 palaeontologist, 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.
19. **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.
20. **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.
21. **EXISTING BUILDINGS:** Where windows are required to provide emergency escape and rescue openings, replacement windows shall comply with the maximum sill height

requirements of section R310.2.2 and the minimum opening area requirements of section R310.2.1 of the 2022 California Residential Code.

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

22. Prior to Building Division final approval all required inspections from the other various divisions must have been 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Final soils summary report from the geotechnical representative indicating compliance with the required conditions set forth in the soils report.
28. Final T-24 energy reports (Certificates of Installation).

Fire Department Conditions:

29. 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.
30. Submit all plans and specification sheets for the required automatic fire sprinkler system to the Fire 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. All Marine floating docks and gangway construction shall be in accordance with Morro Bay Municipal Code, Chapter 14.52 and 2007 California Fire Code (Section 905), a Class III Standpipe System is Required for the proposed Floating Dock.
31. Fire Alarms. Plans and specifications for the automatic fire sprinkler system and fire alarm system shall be submitted to the Fire Department 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.

32. 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)

Public Works Conditions:

The following Public Works conditions shall be satisfied prior to Building Plan submittal:

33. Lease Line Adjustment: A lease line adjustment is required to extend western lease line due to the proposed lease boundary line adjustments and requires payment of fees, a legal description and lease exhibit created by a licensed surveyor, a City Council Resolution approving the lease line adjustment, and a signed agreement recorded with the County. (MBMC 8.14.020)
34. Right of Way: A Special Encroachment Permit Agreement is required for structures and new design items within the city right way (where public parking current exists). (MBMC 8.14.020).
35. Stormwater Management: The City has adopted Low Impact Development (LID) and Post Construction requirements. All proposed projects must complete the "Performance Requirement Determination Form" to determine if any requirements should be submitted. The requirements can be found in the Stormwater management guidance manual on the City's website: <https://www.morrobayca.gov/DocumentCenter/View/11828/MB-Stormwater-Management-MAIN-Manual> (MBMC 14.48.140)
36. Frontage Improvements: The installation of frontage improvements and upgrades to deteriorated frontage improvements are required. Show the installation of a City standard driveway approach per detail B-6, 8-foot minimum sidewalk per detail B-5, curb and gutter per B-1, and curb ramps per Caltrans detail A88A. Show and label 18" asphalt cutback at all portions of curb and gutter to be replaced. (MBMC 14.44.020)
37. Frontage Improvements: Spot elevations on Topographic Map suggest sidewalk cross-slope exceeds 2%. Show on plans replacement of all nonconforming sidewalks with ADA compliant sidewalks per Caltrans DIB 82-06 4.3.5(1).
38. Sewer Lateral: Indicate and label if private sewer lateral pipe will be replaced or to remain in place. If the existing sewer lateral is proposed to remain in place, then perform a video inspection of the lateral (from the clean-out at structure to the connection at the sewer mainline pipe) and submit to Public Works via flash drive, prior to building permit plan approval. Requirements for the sewer video inspection can be located on the City's website at the following location: <https://www.morro-bay.ca.us/DocumentCenter/View/13500/Private-Sewer-Line-Video-Requirements>. Lateral shall be upgraded, repaired or replaced as required to prohibit inflow/infiltration. All repairs or replacements identified from sewer video, shall be noted on approved set of plans, prior to plan approval. (MBMC 14.07.030)
39. Sewer Backwater Valve: Indicate and label sewer backwater valve on plan. A backwater valve, extended to and accessible from grade for maintenance, shall be installed on every Building

sewer. Exception: Installation of backwater valve shall not be required when, to the satisfaction of Building Official, it is determined that the intent and purpose of this section is otherwise met. (MBMC 14.07.010.C).

40. 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. Guidelines for the control plan may be found on the City's website at the following location: <https://www.morrobayca.gov/documentcenter/view/462>
41. Water Meter: Indicate on plans location and sizes of both water meter and water lateral. Coordinate sizes with Fire Sprinkler plans as necessary. (MBMC 13.04.010 & 14.04.010.C)
42. 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)
43. 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. Clarify how runoff around structure will be directed to City right-of-way. (CBC 107.2.1)
44. 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.
45. Debris Barrier: A Floating Debris Barrier shall be installed around the waterside perimeter of the construction site and maintained throughout the duration of the Project. Note the beginning and end termini of the Floating Debris Barrier on Construction Plans. Silt screens and/ or straw waddles may be needed to prevent demolition/repair debris and sediments from entering the bay in the area of the piling repairs. The location of screens and waddles in this area should also be noted on the plans.
46. Flood Zone Requirements: A Flood Hazard Development Permit is required. The City's Flood Hazard Prevention Ordinance describes the requirements to obtain this permit. Pertinent requirements include, but are not limited to:
 - a) Per Section 14.72.050 A.3.a., new or substantial improvement construction, shall have the lowest floor (including basement) elevated two feet above the base flood elevation. Elevation data shall be based on NAVD 1988.
 - b) Submit a FEMA Elevation Certificate which will indicate the base flood elevation to be used with the proposed construction drawings. (Prior to Final Sign-off, submit an Elevation Certificate to indicate the finish elevations of the completed building.)
 - c) Verify that all mechanical and electrical machinery and controls (heating, A/C, etc.) is above BFE or flood proofed.

Add the following Notes to the Plans:

- d) 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.
- e) No work shall occur within (or use of) the City's Right of Way without an encroachment permit. Encroachment permit application and requirements are available on the City's website at the following location: <https://www.morrobay.ca.us/197/Public-Works>.
- f) A standard encroachment permit shall be required for the proposed driveway; the driveway shall comply with B-9 (Driveway Ramps: Size & Location).
- g) A sewer encroachment permit shall be required for any repairs or installation of a sewer lateral within the City right-of-way or within a utility easement.
- h) If a construction dumpster is used, the dumpster location shall be on private property, unless allowed by a temporary encroachment permit within the City right-of-way.

Planning Division Conditions:

- 47. A Coastal Development Permit shall be submitted to the Community Development Department prior to issuance of a building permit.
- 48. Inspection: The applicant shall comply with all City conditions of approval and conditions imposed by the California Coastal Commission and obtain final inspection clearance from the Planning Division at the necessary time in order to ensure all conditions have been met.
- 49. Bayside Lateral Public Accessway (Harborwalk). The bayside lateral access, also known as the Harborwalk, shall maintain a minimum 15-foot wide coastal access with open unobstructed access at all times with no tables or dining encroachments in order to maximize public access. Any uses that obstruct the lateral access such as private uses or barriers including furniture, planters, ropes, or restaurant seating within the 15-foot lateral access shall be prohibited.
- 50. Floating dock. The floating dock shall be publicly available for general public pedestrian access and either short-term or long-term use by recreational or commercial boats. Signs discouraging the public from walking on the docks during daylight hours are prohibited. The dock shall be open to the general public during at least daylight hours (i.e. one hour before sunrise to one hour after sunset).
- 51. Dock material as shown on Project Plans dated November 1, 2023 shall be revised with the building plan submittal to be composite decking material in lieu of fiberglass decking in order to have consistent materials pursuant to the DWSP design guidelines unless otherwise required by the preconstruction eelgrass survey and the California Eelgrass Mitigation Policy (CEMP).
- 52. The second floor public view deck as part of the public benefit shall be made open and available to the public during daylight hours.
- 53. Historical interpretive sign copy shall be reviewed and approved by the Community Development Director prior to issuance of the building permit.
- 54. Twenty five percent of hotel rooms shall be set at rates equal to the City's area low-cost threshold pursuant to LUP Policy LU-6.5 or as otherwise approved consistent with the coastal

development permit. The low cost threshold would be established based on the City's Lower Cost Visitor Serving Accommodations Technical Memorandum, or Smith Travel Research data or not to exceed 75 percent of the prior year's statewide average daily rate.

55. The diagonal view corridors at southwest and southeast building corners shall be maintained with no furniture item or table umbrellas to exceed 30 inches in height per the Waterfront Master Plan. No podium, hostess stand or station shall be allowed within the required view corridor.
56. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any eelgrass habitat shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014 or successor guiding document.
57. A Marine Wildlife Contingency Plan shall be developed and approved by the City of Morro Bay prior to the initiation of pile driving activities. This plan shall describe specific methods that will be used to reduce pile-driving noise. Power to the pile driver shall be ramped up to allow marine wildlife to detect a lower sound level and depart the area before full-power noise levels are produced. The plan shall identify a USFWS-approved biologist to monitor all construction within the water-lease area who shall be retained by the applicant. The plan shall describe on-site marine wildlife monitoring and reporting requirements as well as identify specific conditions when the biological monitor shall be allowed to stop work, such as observance of a marine mammal within 100 feet of the Project area. The biologist shall be responsible to monitor for compliance with all environmental mitigation measures, and regulatory permit conditions (as applicable). The approved biological monitor shall be present onsite during construction and shall have the authority to stop construction if any individuals of southern sea otter are seen within 100 feet of the Project area. Construction will be allowed to resume after sighted otters have left the 100-foot radius of the Project area. The species shall not be disturbed or forced from the Project site by equipment, noise, or other disruptive activity. The monitor will have discretionary authority to temporarily halt the Project if it is determined that the otter, or other marine mammal, could be affected by the Project, even if the animal is beyond the 100-foot boundary. All construction crew employees shall be informed on the requirements of this condition.
58. A Project-specific Oil Spill Response and Recovery Plan that includes specifics on reporting and response procedures, available on-site equipment and contracted services, and responsibilities shall be completed and approved prior to the initiation of construction activities. Specifically, the Project shall include the following Best Management Practices (BMPs) and shall be included on building plans submitted for approval:
 - a) No refueling of equipment without adequate containment and spill response equipment. The barge shall have only double contained fuel storage below decks, with the spill containment and clean up kits on-site and easily accessible. Spill containment and clean up kits shall include the following:
 - b) 150 feet Absorbent Boom 200 square feet Absorbent Tarp (for use during pile driving operations)

- c) Barrel Absorbent Pads
 - d) Container Absorbent Granules
 - e) Rainwater runoff pollution from equipment stored on deck shall be prevented through ongoing equipment maintenance and appropriate double containment.
 - f) The work area shall be contained within a boom to prevent debris from falling into the water.
 - g) All equipment fueling shall take place on the barge, with containment in-place. No refueling between vessels shall occur.
 - h) An Absorption Tarp shall be placed underneath any portable equipment while in use.
 - i) No equipment shall be permitted to enter the water with any petroleum products.
 - j) All equipment used during pile driving operations shall be in good condition without fuel or oil leakage.
 - k) Should any equipment begin to leak, that equipment shall be removed immediately from the barge and repaired or replaced.
 - l) All vessels shall have portable, regularly serviced sanitation equipment. No overboard discharge is permitted.
59. Prior to issuance of a building permit, a pile driving plan and hydroacoustical noise mitigation plan shall be submitted to the Community Development Director to ensure that underwater noise generated by pile driving activities is minimized to the maximum extent feasible and does not exceed: (1) an accumulated 187 dB SEL as measured 5 meters from the source; and (2) peak dB above 208 dB as measured 10 meters from the source as determined by the Fisheries Hydroacoustic Working Group. In the instance anything other than a vibratory hammer is to be used for pile driving activities, the plan shall provide for a hydro-acoustical monitor to ensure that underwater noise generated by pile driving activities does not exceed such limits. The plan shall identify the type of method used to install pilings. Vibratory hammers shall be used where feasible; if another method is used, a bubble curtain shall be employed to contain both noise and sediment. The plan shall also provide for additional acoustical BMPs to be applied if monitoring shows underwater noise above such limits (including, but not limited to, alternative pile driving methods (press-in pile placement, drilling, dewatered isolation casings, etc.) and additional noise dampening measures (sound shielding and other noise attenuation devices).
60. Netting or fencing around and underneath the Project site shall be installed to catch and remove debris released during and after construction.
61. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
62. Exterior lighting fixtures shall include specifications on the building plans submittal for approval consistent with Zoning Code section 17.14.090 that ensure exterior lighting is cut-off, shielded, or downward fixtures and is between 2600 and 3500 Kelvin and has a CRI of 85 or greater.
63. A minimum of three trash cans with self-closing lid or other bird deterrent as approved by the Community Development Director shall be identified on plans to be included with the building permit submittal.

- 64. A 4-8 capacity public bike rack shall be installed on the site and placed so as not to impede public pedestrian flow. Location and brand of bike rack shall be included with the building permit submittal. Bike rack shall be consistent with other City facilities or as otherwise approved by the Community Development Director.
- 65. Two benches available for general public use shall be located in the general public plaza area.
- 66. Building plans submitted for approval shall meet all accessibility requirements to both adjacent lease site and public ways and match the grades without requirement for handrails providing a smooth transition between lease sites.

Planning Commission conditions 21 and 22 added on December 19, 2023:

- 67. Exterior stairs along the south elevation shall be adjusted so there is clear 10-foot wide vertical access with minimum 8 foot clearance height.
- 68. The alternate second floor plan which shows two hotels rooms facing the bay as presented at the December 19, 2023 Planning Commission meeting shall be incorporated into the revised plan set for City Council CUP review.
- 69. Signage shall be added to entrance of public view deck and at street level announcing public access. Form and design of signage shall be consistent with the approval public coastal access signs as approved by the California Coastal Commission. Final public access signs shall be included and shown on the building permit plans and shall denote all signage locations.
- 70. A railing not to exceed 42 inches in height shall enclose the outdoor dining tables located on the west side of the building to prevent tables from encroaching into the required 15-foot Harborwalk lateral access. Design of the railing shall be included on building permit plans and approved by the Community Development Director.

//
//
//
//
//
//
//
//
//
//
//

City Council condition added on January 23, 2024:

71. Staff will investigate ability to place and ADA parking space along the frontage or within street end and/or a passenger drop off loading zone space with priority toward providing an ADA parking space.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on this 13th day of August, 2024, on the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

CARLA WIXOM, Mayor

ATTEST

DANA SWANSON, City Clerk

RESOLUTION NO. 08-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING COMBINED CONCEPT/PRECISE PLAN CONDITIONAL
USE PERMIT APPROVAL (#CUP22-09) FOR DEMOLITION AND
RECONSTRUCTION OF TWO-STORY WITH BASEMENT MIXED-USE
BUILDING INCLUDING RESTAURANT, COFFEE SHOP, BREWING AREA, 7
UNIT HOTEL, OUTDOOR DINING, RECONSTRUCTION OF NEW SIDE-TIE
DOCK AND GANGWAY, MASTER SIGN PROGRAM APPROVAL,
HARBORWALK AND PUBLIC ACCESS IMPROVEMENTS, INCLUDING
REMOVAL OF 11 PUBLIC PARKING SPACES IN STREET-END FOR
CREATION OF NEW PUBLIC PLAZA,
AT 801 EMBARCADERO, LIBERTINE BREWING
(CITY LEASE SITE 86 AND 86W).**

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

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on December 19, 2023, for the purpose of considering a combined Concept/Precise Plan approval of Conditional Use Permit #CUP22-09 ("the Project"); and

WHEREAS, the City's City Council conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on January 23, 2024, pursuant to the Planned Development regulations (Morro Bay Municipal Code (MBMC) section 17.40.030), for the purpose of considering the Project for 801 Embarcadero, also known as the Libertine Brewing Company, in an area within the original jurisdiction of the California Coastal Commission; and

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

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

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

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

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. CUP22-09 is categorically exempt under Section 15302, Class 2b where under replacement of reconstruction of commercial structure with a new structure of substantially the same, size, purpose, and capacity is allowed for which the proposed Harborwalk Plaza project would qualify for an exemption. In addition, an eelgrass survey was performed on October 16, 2022 which found no eelgrass growing in the proposed waterfront project area. The project will be subject to marine mammal monitoring during construction with implementation of best management practices (BMPs) as conditioned by Planning conditions 10-15. Additionally,

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

CONDITIONAL USE PERMIT FINDINGS

- A. The project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood in that demolition/reconstruction of mixed use two story building of 7 hotel units and ground floor restaurant and coffee shop uses with reconstructed dock system at 801 Embarcadero are permitted uses within the zoning district and said structures comply with all applicable project conditions and City regulations and is consistent with the City's Local Coastal Program.
- B. The project will not be injurious or detrimental to property and improvements in the neighborhood and the general welfare of the City in that the proposed hotel use, new restaurant, coffee shop, outdoor dining, reconstructed side-tie dock and gangway along with public plaza will provide a visitor-serving recreational opportunity which will provide additional benefit and improvement to a visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- A. The proposed project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
 - 1. Meets the Waterfront plan height limit and maximum building coverage, bulk, and scale requirements in that the proposed project does not exceed the maximum height allowed and interesting articulation breaks up the bulk and scale, and complies with roof sloping requirements.
 - 2. In the case of granting height greater than 17 feet, the proposed project also provides significant public benefit pursuant to the Planned Development Overlay zone requirements in that the proposed project is providing significant public benefit in the form of a 15 foot wide Harborwalk where 10 foot is the requirement, a second floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space.
 - 3. The proposed project provides the amenities identified in the WF Plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the building including a 2nd level open public viewing deck, adding new public coastal access signage, improved overall commercial signage aesthetics through the sign program proposed for the new building, provides overnight accommodations, and preserves scenic vistas at the street ends which enhances public amenities in this areas with the creation of the public plaza. The open second floor public viewing deck enhances the views as seen from the bluff top looking across the building towards the bay.
 - 4. The proposed project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new project will add to the pedestrian orientation with outdoor dining area, public plaza improvements, which will maintain and enhance views of the bay.

5. The proposed project recognizes the pedestrian orientation of the Embarcadero and provides an interesting and varied design that will enhance the pedestrian experience in that the new building will open up to the passing pedestrian through creation of 15 foot Harborwalk/bayside lateral access where none currently exists.
6. The project gives its occupants and the public some variety in materials and/or application in that the building will consist of composite wood and shiplap siding, corten panels and standing seam metal roof and the outdoor dining area will be bordered by drought tolerant landscaping in an attractive planter area.
7. The project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed in that the new structure will provide more horizontal and vertical articulation, provide bay views with the second level public viewing deck, and creation of 15-foot wide Harborwalk/bayside lateral access all of which provides articulation that is consistent with the character of the waterfront.
8. The proposed project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the existing and new construction is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Planned Development Overlay Finding

- A. The Planning Commission finds the project as conditioned with the provision of public benefits including 15 foot Harborwalk where 10 foot is otherwise required, second floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space in the adjacent street end constitutes greater than normal benefits and warrants modification of standards to allow a reduction in the second floor front setback, a small encroachment into the required diagonal view corridor at the southwest building corner, allow projecting pub signs as shown on project plans on the east and north elevation to be located less than 30 feet apart, less than 15 feet from edge of façade, and less than the minimum 4 square feet in size if desired by the applicant, and also to allow building height up to 25 feet where otherwise 17 feet would be the standard building height.

Architectural Consideration

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

Design Review Finding

- A. Pursuant to 2022 Zoning Code Chapter 17.38, the Planning Commission finds that the overall design of the project including its form, scale, massing, site plan, exterior design, and landscaping will implement the General Plan Vision for Community Character Areas for the particular area in which it is located as well as complement the natural and built features of surrounding properties and incorporate sustainable development features.
- B. The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.

- C. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
- D. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.
- E. Hardscape areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
- F. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, avoid creating glare, and conform to dark sky principles.
- G. Landscaping is designed to be compatible with and enhance the vision for the Community Character Area in which the development is located as well as the architectural character and features of the buildings on site.

Downtown Waterfront Strategic Plan Finding

- A. The Planning Commission finds that the project as proposed is consistent with the Waterfront Specific Design Guidelines in the 2018 Downtown Waterfront Strategic Plan as evaluated in the staff report. The project redesigns the lease site with the demolition and reconstruction of the existing two story building and improves the view corridor and improves overall public views through to the Bay. The project proposes design materials consistent with the fishing village character of the community and consistent with the materials of the adjacent lease site. The project proposes diagonal view corridors, and provides 15 feet of Harborwalk bayside lateral access where none currently exists. The project proposes a nautical design theme through the proposed commercial signage. The project as conditioned includes enhanced amenities such as a new public plaza, benches and informational signs, and the project also proposed appropriate lighting to encourage safety and comfort, but with downcast, shielded lighting fixtures.

Section 2. Action. The Planning Commission does hereby approve Conditional Use Permit #CUP22-09 subject to the following conditions:

STANDARD CONDITIONS

- A. This permit is granted for the land described in the staff report dated December 11, 2023, for the project at 801 Embarcadero depicted on plans dated November 1, 2023, on file with the Community Development Department, as modified by these conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for CUP22-09, unless otherwise specified herein.
- B. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Manager (the "Director"), upon finding the project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and

certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.

- C. Changes: Minor changes to the project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
- D. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
- E. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicants failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project. This condition and agreement shall be binding on all successors and assigns.
- F. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.
- G. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan of the City.
- H. Conditions of Approval: The Findings and Conditions of Approval shall be included as a full-size sheet in the Building Plans.

BUILDING CONDITIONS:

A. PRIOR TO 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's 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 in order 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. Mitigation measures for natural occurring asbestos require approval from San Luis Obispo County Air Pollution Control District.
6. 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. Alternative, submit a completed City of Morro Bay soils report waiver request.
7. BUILDING PERMIT APPLICATION. To apply for building permits submit three (3) sets of construction plans to the Building Division.
8. The Title sheet of the plans shall include:
 - a. Occupancy Classification(s)
 - b. Construction Type
 - c. Maximum height of the building allowed and proposed
 - d. Floor area of the building(s)
 - e. Fire sprinklers proposed or existing
 - f. 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:

BUILDING DIVISION:

1. SITE MAINTENANCE. During construction, the site shall be maintained so as to not infringe on neighboring property, such as debris and dust.
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.
5. **EXISTING BUILDINGS:** Where windows are required to provide emergency escape and rescue openings, replacement windows shall comply with the maximum sill height requirements of section R310.2.2 and the minimum opening area requirements of section R310.2.1 of the 2022 California Residential Code.

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

BUILDING DIVISION:

1. Prior to Building Division final approval all required inspections from the other various divisions must have been 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. Final soils summary report from the geotechnical representative indicating compliance with the required conditions set forth in the soils report.
7. Final T-24 energy reports (Certificates of Installation).

Fire Department Conditions:

1. 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.
2. Submit all plans and specification sheets for the required automatic fire sprinkler system to the Fire 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. All Marine floating docks and gangway construction shall be in accordance with Morro Bay Municipal Code, Chapter 14.52 and 2007 California Fire Code (Section 905), a Class III Standpipe System is Required for the proposed Floating Dock.
3. Fire Alarms. Plans and specifications for the automatic fire sprinkler system and fire alarm system shall be submitted to the Fire Department 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. 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)

Public Works Conditions:

The following Public Works conditions shall be satisfied prior to Building Plan submittal:

1. Lease Line Adjustment: A lease line adjustment is required to extend western lease line due to the proposed lease boundary line adjustments and requires payment of fees, a legal description and lease exhibit created by a licensed surveyor, a City Council Resolution approving the lease line adjustment, and a signed agreement recorded with the County. (MBMC 8.14.020)
2. Right of Way: A Special Encroachment Permit Agreement is required for structures and new design items within the city right way (where public parking current exists). (MBMC 8.14.020)

3. Stormwater Management: The City has adopted Low Impact Development (LID) and Post Construction requirements. All proposed projects must complete the "Performance Requirement Determination Form" to determine if any requirements should be submitted. The requirements can be found in the Stormwater management guidance manual on the City's website: <https://www.morrobayca.gov/DocumentCenter/View/11828/MB-Stormwater-Management-MAIN-Manual> (MBMC 14.48.140)
4. Frontage Improvements: The installation of frontage improvements and upgrades to deteriorated frontage improvements are required. Show the installation of a City standard driveway approach per detail B-6, 8-foot minimum sidewalk per detail B-5, curb and gutter per B-1, and curb ramps per Caltrans detail A88A. Show and label 18" asphalt cutback at all portions of curb and gutter to be replaced. (MBMC 14.44.020)
5. Frontage Improvements: Spot elevations on Topographic Map suggest sidewalk cross-slope exceeds 2%. Show on plans replacement of all nonconforming sidewalks with ADA compliant sidewalks per Caltrans DIB 82-06 4.3.5(1).
6. Sewer Lateral: Indicate and label if private sewer lateral pipe will be replaced or to remain in place. If the existing sewer lateral is proposed to remain in place, then perform a video inspection of the lateral (from the clean-out at structure to the connection at the sewer mainline pipe) and submit to Public Works via flash drive, prior to building permit plan approval. Requirements for the sewer video inspection can be located on the City's website at the following location: <https://www.morrobayca.us/DocumentCenter/View/13500/Private-Sewer-Line-Video-Requirements>. Lateral shall be upgraded, repaired or replaced as required to prohibit inflow/infiltration. All repairs or replacements identified from sewer video, shall be noted on approved set of plans, prior to plan approval. (MBMC 14.07.030)
7. Sewer Backwater Valve: Indicate and label sewer backwater valve on plan. A backwater valve, extended to and accessible from grade for maintenance, shall be installed on every Building sewer. Exception: Installation of backwater valve shall not be required when, to the satisfaction of Building Official, it is determined that the intent and purpose of this section is otherwise met. (MBMC 14.07.010.C).
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. Guidelines for the control plan may be found on the City's website at the following location: <https://www.morrobayca.gov/documentcenter/view/462>
9. Water Meter: Indicate on plans location and sizes of both water meter and water lateral. Coordinate sizes with Fire Sprinkler plans as necessary. (MBMC 13.04.010 & 14.04.010.C)
10. 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)

11. 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. Clarify how runoff around structure will be directed to City right-of-way. (CBC 107.2.1)
12. 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.
13. Debris Barrier: A Floating Debris Barrier shall be installed around the waterside perimeter of the construction site and maintained throughout the duration of the project. Note the beginning and end termini of the Floating Debris Barrier on Construction Plans. Silt screens and/ or straw waddles may be needed to prevent demolition/repair debris and sediments from entering the bay in the area of the piling repairs. The location of screens and waddles in this area should also be noted on the plans.
14. Flood Zone Requirements: A Flood Hazard Development Permit is required. The City's Flood Hazard Prevention Ordinance describes the requirements to obtain this permit. Pertinent requirements include, but are not limited to:
 - a) Per Section 14.72.050 A.3.a., new or substantial improvement construction, shall have the lowest floor (including basement) elevated two feet above the base flood elevation. Elevation data shall be based on NAVD 1988.
 - b) Submit a FEMA Elevation Certificate which will indicate the base flood elevation to be used with the proposed construction drawings. (Prior to Final Sign-off, submit an Elevation Certificate to indicate the finish elevations of the completed building.)
 - c) Verify that all mechanical and electrical machinery and controls (heating, A/C, etc.) is above BFE or flood proofed.

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 permit application and requirements are available on the City's website at the following location: <https://www.morro-bay.ca.us/197/Public-Works>.
 - A standard encroachment permit shall be required for the proposed driveway; the driveway shall comply with B-9 (Driveway Ramps: Size & Location).
 - A sewer encroachment permit shall be required for any repairs or installation of a sewer lateral within the City right-of-way or within a utility easement.
 - If a construction dumpster is used, the dumpster location shall be on private property, unless allowed by a temporary encroachment permit within the City right-of-way.

Planning Conditions:

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

3. Bayside Lateral Public Accessway (Harborwalk). The bayside lateral access, also known as the Harborwalk, shall maintain a minimum 15-foot wide coastal access with open unobstructed access at all times with no tables or dining encroachments in order to maximize public access. Any uses that obstruct the lateral access such as private uses or barriers including furniture, planters, ropes, or restaurant seating within the 15 foot lateral access shall be prohibited.
4. Floating dock. The floating dock shall be publicly available for general public pedestrian access and either short-term or long-term use by recreational or commercial boats. Signs discouraging the public from walking on the docks during daylight hours are prohibited. The dock shall be open to the general public during at least daylight hours (i.e. one hour before sunrise to one hour after sunset).
5. Dock material as shown on Project Plans dated November 1, 2023 shall be revised with the building plan submittal to be composite decking material in lieu of fiberglass decking in order to have consistent materials pursuant to the DWSP design guidelines unless otherwise required by the preconstruction eelgrass survey and the California Eelgrass Mitigation Policy (CEMP).
6. The second floor public view deck as part of the public benefit shall be made open and available to the public during daylight hours.
7. Historical interpretive sign copy shall be reviewed and approved by the Community Development Director prior to issuance of the building permit.
8. Twenty five percent of hotel rooms shall be set at rates equal to the City's area low-cost threshold pursuant to LUP Policy LU-6.5 or as otherwise approved consistent with the coastal development permit. The low cost threshold would be established based on the City's Lower Cost Visitor Serving Accommodations Technical Memorandum, or Smith Travel Research data or not to exceed 75 percent of the prior year's statewide average daily rate.
9. The diagonal view corridors at southwest and southeast building corners shall be maintained with no furniture item or table umbrellas to exceed 30 inches in height per the Waterfront Master Plan. No podium, hostess stand or station shall be allowed within the required view corridor.
10. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any eelgrass habitat shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014 or successor guiding document.
11. A Marine Wildlife Contingency Plan shall be developed and approved by the City of Morro Bay prior to the initiation of pile driving activities. This plan shall describe specific methods that will be used to reduce pile-driving noise. Power to the pile driver shall be ramped up to allow marine wildlife to detect a lower sound level and depart the area before full-power noise levels are produced. The plan shall identify a USFWS-approved biologist to monitor all construction within the water-lease area who shall be retained by the applicant. The

plan shall describe on-site marine wildlife monitoring and reporting requirements as well as identify specific conditions when the biological monitor shall be allowed to stop work, such as observance of a marine mammal within 100 feet of the project area. The biologist shall be responsible to monitor for compliance with all environmental mitigation measures, and regulatory permit conditions (as applicable). The approved biological monitor shall be present onsite during construction and shall have the authority to stop construction if any individuals of southern sea otter are seen within 100 feet of the project area. Construction will be allowed to resume after sighted otters have left the 100-foot radius of the project area. The species shall not be disturbed or forced from the project site by equipment, noise, or other disruptive activity. The monitor will have discretionary authority to temporarily halt the project if it is determined that the otter, or other marine mammal, could be affected by the project, even if the animal is beyond the 100-foot boundary. All construction crew employees shall be informed on the requirements of this condition.

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

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

14. Netting or fencing around and underneath the project site shall be installed to catch and remove debris released during and after construction.
15. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
16. Exterior lighting fixtures shall include specifications on the building plans submittal for approval consistent with Zoning Code section 17.14.090 that ensure exterior lighting is cut-off, shielded, or downward fixtures and is between 2600 and 3500 Kelvin and has a CRI of 85 or greater.
17. A minimum of three trash cans with self-closing lid or other bird deterrent as approved by the Community Development Director shall be identified on plans to be included with the building permit submittal.
18. A 4-8 capacity public bike rack shall be installed on the site and placed so as not to impede public pedestrian flow. Location and brand of bike rack shall be included with the building permit submittal. Bike rack shall be consistent with other City facilities or as otherwise approved by the Community Development Director.
19. Two benches available for general public use shall be located in the general public plaza area.
20. Building plans submitted for approval shall meet all accessibility requirements to both adjacent lease site and public ways and match the grades without requirement for handrails providing a smooth transition between lease sites.

Planning Commission conditions 21 and 22 added on December 19, 2023:

21. Exterior stairs along the south elevation shall be adjusted so there is clear 10-foot wide vertical access with minimum 8 foot clearance height.
22. The alternate second floor plan which shows two hotels rooms facing the bay as presented at the December 19, 2023 Planning Commission meeting shall be incorporated into the revised plan set for City Council CUP review.
23. Signage shall be added to entrance of public view deck and at street level announcing public access. Form and design of signage shall be consistent with the approval public coastal access signs as approved by the California Coastal Commission. Final public access signs shall be included and shown on the building permit plans and shall denote all signage locations.

//

//

24. A railing not to exceed 42 inches in height shall enclose the outdoor dining tables located on the west side of the building to prevent tables from encroaching into the required 15 foot Harborwalk lateral access. Design of the railing shall be included on building permit plans and approved by the Community Development Director.

City Council conditions 25 and 26 added on January 23, 2024:

25. Plaza improvements shall be deferred until a relocation plan is prepared that addresses relocation of parking spaces; or unless relocation of parking spaces for street ends is identified and included with approval of the future Waterfront Master Plan update. Deferral of the plaza improvements shall be included in the lease for the subject property. Plaza improvements shall be installed within 24 months of an approved relocation plan for the relocated parking spaces. Upon written determination by the City Manager and the Community Development Director, that parking relocation is unlikely, including but not limited to, through anticipated untimely delay of the waterfront master plan update, Applicant will within 30 calendar days deposit into the City's general fund for use in Harbor area by City a sum equal to the total amount of plaza improvement cost as reasonably determined by the Community Development Director based upon industry standards. If within 14 months after the building permit is issued for Applicant's project, plaza improvements have not been determined by the City to move forward then Applicant has the option of depositing said sum to the City, rather than waiting for a determination on whether or not parking relocation will or will not occur.

26. Staff will investigate ability to place an ADA parking space along the frontage or within street end and/or a passenger drop off loading zone space with priority toward providing an ADA parking space.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on this 23rd day of January, 2024, on the following vote:

AYES:	Wixom, Landrum, Barton, Edwards, Ford
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None



CARLA WIXOM, Mayor

ATTEST


DANA SWANSON, City Clerk

RESOLUTION NO. PC 19-23

A RESOLUTION OF THE MORRO BAY PLANNING COMMISSION FOR COMBINED CONCEPT/PRECISE PLAN CONDITIONAL USE PERMIT APPROVAL (#CUP22-09) FOR DEMOLITION AND RECONSTRUCTION OF TWO-STORY WITH BASEMENT MIXED-USE BUILDING INCLUDING RESTAURANT, COFFEE SHOP, BREWING AREA, 7 UNIT HOTEL, OUTDOOR DINING, RECONSTRUCTION OF NEW SIDE-TIE DOCK AND GANGWAY, MASTER SIGN PROGRAM APPROVAL, HARBORWALK AND PUBLIC ACCESS IMPROVEMENTS, INCLUDING REMOVAL OF 11 PUBLIC PARKING SPACES IN STREET-END FOR CREATION OF NEW PUBLIC PLAZA, AT 801 EMBARCADERO, LIBERTINE BREWING

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing at the Morro Bay Veteran's Hall, 209 Surf Street, Morro Bay, California, on December 19, 2023, for the purpose of considering combined Concept Plan/Precise Plan approval of Conditional Use Permit #CUP22-09 and forwarded a favorable recommendation with conditions to the City Council for approval; and

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

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

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

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

California Environmental Quality Act (CEQA)

- A. That for purposes of the California Environmental Quality Act, Case No. CUP22-09 is categorically exempt under Section 15302, Class 2b where under replacement of reconstruction of commercial structure with a new structure of substantially the same, size, purpose, and capacity is allowed for which the proposed Harborwalk Plaza project would qualify for an exemption. In addition, an eelgrass survey was performed on October 16, 2022 which found no eelgrass growing in the proposed waterfront project area. The project will be subject to marine mammal monitoring during construction with implementation of best management practices (BMPs) as conditioned by Planning conditions 10-15. Additionally, none of the Categorical Exemption exceptions, noted under section 15300.2, apply to the project.

Conditional Use Permit Findings

- A. The project will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood in that demolition/reconstruction of mixed use two story building of 7 hotel units and ground floor restaurant and coffee shop uses with reconstructed dock system at 801 Embarcadero are permitted uses within the zoning

district and said structures comply with all applicable project conditions and City regulations and is consistent with the City's Local Coastal Program. In addition, as shown on project plans

- B. The project will not be injurious or detrimental to property and improvements in the neighborhood and the general welfare of the City in that the proposed hotel use, new restaurant, coffee shop, outdoor dining, reconstructed side-tie dock and gangway along with public plaza will provide a visitor-serving recreational opportunity which will provide additional benefit and improvement to a visitor-serving commercial use and is consistent with the character of the existing development.

Waterfront Master Plan Findings

- A. The proposed project makes a positive contribution to the visual and public accessibility to the bay while increasing and maintaining commercial fishing industry:
 - a. Meets the Waterfront plan height limit and maximum building coverage, bulk, and scale requirements in that the proposed project does not exceed the maximum height allowed and interesting articulation breaks up the bulk and scale, and complies with roof sloping requirements.
 - b. In the case of granting height greater than 17 feet, the proposed project also provides significant public benefit pursuant to the Planned Development Overlay zone requirements in that the proposed project is providing significant public benefit in the form of a 15 foot wide Harborwalk where 10 foot is the requirement, a second floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space.
 - c. The proposed project provides the amenities identified in the WF Plan, facilitates pedestrian visual and physical access to the waterfront, and takes advantage of outward views and characteristics of the topography in that the building including a 2nd level open public viewing deck, adding new public coastal access signage, improved overall commercial signage aesthetics through the sign program proposed for the new building, provides overnight accommodations, and preserves scenic vistas at the street ends which enhances public amenities in this areas with the creation of the public plaza. The open second floor public viewing deck enhances the views as seen from the bluff top looking across the building towards the bay.
 - d. The proposed project makes a positive contribution to the working fishing village character and quality of the Embarcadero area in that the new project will add to the pedestrian orientation with outdoor dining area, public plaza improvements, which will maintain and enhance views of the bay.
 - e. The proposed project recognizes the pedestrian orientation of the Embarcadero and provides an interesting and varied design that will enhance the pedestrian experience in that the new building will open up to the passing pedestrian through creation of 15 foot Harborwalk/bayside lateral access where none currently exists.
 - f. The project gives its occupants and the public some variety in materials and/or application in that the building will consist of composite wood and shiplap siding, corten

panels and standing seam metal roof and the outdoor dining area will be bordered by drought tolerant landscaping in an attractive planter area.

- g. The project contains the elements of harmony, continuity, proportion, simplicity, and balance, and its appearance matches its function and the uses proposed in that the new structure will provide more horizontal and vertical articulation, provide bay views with the second level public viewing deck, and creation of 15-foot wide Harborwalk/bayside lateral access all of which provides articulation that is consistent with the character of the waterfront.
- h. The proposed project does not diminish, either directly or by cumulative impact of several similar projects, the use, enjoyment, or attractiveness of adjacent buildings and provides a visual and pedestrian transition to its immediate neighbor in that the existing and new construction is in keeping with the architectural style, massing, materials, scale, and use of its surroundings.

Planned Development Overlay Finding

- A. The Planning Commission finds the project as conditioned with the provision of public benefits including 15 foot Harborwalk where 10 foot is otherwise required, second floor public viewing deck, publicly accessible dock, and creation of public plaza improvements and event space in the adjacent street end constitutes greater than normal benefits and warrants modification of standards to allow a reduction in the second floor front setback, a small encroachment into the required diagonal view corridor at the southwest building corner, allow projecting pub signs as shown on project plans on the east and north elevation to be located less than 30 feet apart, less than 15 feet from edge of façade, and less than the minimum 4 square feet in size if desired by the applicant, and also to allow building height up to 25 feet where otherwise 17 feet would be the standard building height.

Architectural Consideration

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

Design Review Finding

- A. Pursuant to 2022 Zoning Code Chapter 17.38, the Planning Commission finds that the overall design of the project including its form, scale, massing, site plan, exterior design, and landscaping will implement the General Plan Vision for Community Character Areas for the particular area in which it is located as well as complement the natural and built features of surrounding properties and incorporate sustainable development features.
- B. The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.
- C. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
- D. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.

- E. Hardscape areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
- F. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, avoid creating glare, and conform to dark sky principles.
- G. Landscaping is designed to be compatible with and enhance the vision for the Community Character Area in which the development is located as well as the architectural character and features of the buildings on site.

Downtown Waterfront Strategic Plan Finding

- A. The Planning Commission finds that the project as proposed is consistent with the Waterfront Specific Design Guidelines in the 2018 Downtown Waterfront Strategic Plan as evaluated in the staff report. The project redesigns the lease site with the demolition and reconstruction of the existing two story building and improves the view corridor and improves overall public views through to the Bay. The project proposes design materials consistent with the fishing village character of the community and consistent with the materials of the adjacent lease site. The project proposes diagonal view corridors, and provides 15 feet of Harborwalk bayside lateral access where none currently exists. The project proposes a nautical design theme through the proposed commercial signage. The project as conditioned includes enhanced amenities such as a new public plaza, benches and informational signs, and the project also proposed appropriate lighting to encourage safety and comfort, but with downcast, shielded lighting fixtures.

Section 2. Action. The Planning Commission does hereby approve Conditional Use Permit #CUP22-09 subject to the following conditions:

STANDARD CONDITIONS

- 1. This permit is granted for the land described in the staff report dated December 11, 2023, for the project at 801 Embarcadero depicted on plans dated November 1, 2023, on file with the Community Development Department, as modified by these conditions of approval, and more specifically described as follows: Site development, including all buildings and other features, shall be located and designed substantially as shown on Planning Commission approved plans submitted for CUP22-09, unless otherwise specified herein.
- 2. Inaugurate Within Two Years: Unless the construction or operation of the structure, facility, or use is commenced not later than two (2) years after the effective date of this Resolution and is diligently pursued, thereafter, this approval will automatically become null and void; provided, however, that upon the written request of the applicant, prior to the expiration of this approval, the applicant may request up to two extensions for not more than one (1) additional year each. Any extension may be granted by the City's Community Development Manager (the "Director"), upon finding the project complies with all applicable provisions of the Morro Bay Municipal Code (the "MBMC"), General Plan and

certified Local Coastal Program Land Use Plan (LCP) in effect at the time of the extension request.

3. Changes: Minor changes to the project description and/or conditions of approval shall be subject to review and approval by the Community Development Director. Any changes to this approved permit determined, by the Director, not to be minor shall require the filing of an application for a permit amendment subject to Planning Commission review.
4. Compliance with the Law: (a) All requirements of any law, ordinance or regulation of the State of California, the City, and any other governmental entity shall be complied with in the exercise of this approval, (b) This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan for the City.
5. Hold Harmless: The applicant, as a condition of approval, hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from any claim, action, or proceeding against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the applicant's project; or applicants failure to comply with conditions of approval. Applicant understands and acknowledges the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project. This condition and agreement shall be binding on all successors and assigns.
6. Compliance with Conditions: The applicant's establishment of the use or development of the subject property constitutes acknowledgement and acceptance of all Conditions of Approval. Compliance with and execution of all conditions listed hereon shall be required prior to obtaining final building inspection clearance. Deviation from this requirement shall be permitted only by written consent of the Director or as authorized by the Planning Commission. Failure to comply with any of these conditions shall render this entitlement, at the discretion of the Director, null and void. Continuation of the use without a valid entitlement will constitute a violation of the MBMC and is a misdemeanor.
7. Compliance with Morro Bay Standards: This project shall meet all applicable requirements under the MBMC, and shall be consistent with all programs and policies contained in the LCP and General Plan of the City.
8. Conditions of Approval: The Findings and Conditions of Approval shall be included as a full-size sheet in the Building Plans.

BUILDING CONDITIONS:

A. PRIOR TO 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's 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 in order 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. Mitigation measures for natural occurring asbestos require approval from San Luis Obispo County Air Pollution Control District.
6. 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. Alternative, submit a completed City of Morro Bay soils report waiver request.
7. BUILDING PERMIT APPLICATION. To apply for building permits submit three (3) sets of construction plans to the Building Division.
8. The Title sheet of the plans shall include:
 - a. Occupancy Classification(s)
 - b. Construction Type
 - c. Maximum height of the building allowed and proposed
 - d. Floor area of the building(s)
 - e. Fire sprinklers proposed or existing
 - f. 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:

BUILDING DIVISION:

1. **SITE MAINTENANCE.** During construction, the site shall be maintained so as to not infringe on neighboring property, such as debris and dust.
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.
5. **EXISTING BUILDINGS:** Where windows are required to provide emergency escape and rescue openings, replacement windows shall comply with the maximum sill height requirements of section R310.2.2 and the minimum opening area requirements of section R310.2.1 of the 2022 California Residential Code.

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

BUILDING DIVISION:

1. Prior to Building Division final approval all required inspections from the other various divisions must have been 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. Final soils summary report from the geotechnical representative indicating compliance with the required conditions set forth in the soils report.
7. Final T-24 energy reports (Certificates of Installation).

Fire Department Conditions:

1. 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.
2. Submit all plans and specification sheets for the required automatic fire sprinkler system to the Fire 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. All Marine floating docks and gangway construction shall be in accordance with Morro Bay Municipal Code, Chapter 14.52 and 2007 California Fire Code (Section 905), a Class III Standpipe System is Required for the proposed Floating Dock.
3. Fire Alarms. Plans and specifications for the automatic fire sprinkler system and fire alarm system shall be submitted to the Fire Department 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.. 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)

Public Works Conditions:

The following Public Works conditions shall be satisfied prior to Building Plan submittal:

1. Lease Line Adjustment: A lease line adjustment is required to extend western lease line

due to the proposed lease boundary line adjustments and requires payment of fees, a legal description and lease exhibit created by a licensed surveyor, a City Council Resolution approving the lease line adjustment, and a signed agreement recorded with the County. (MBMC 8.14.020)

2. Right of Way: A Special Encroachment Permit Agreement is required for structures and new design items within the city right way (where public parking current exists). (MBMC 8.14.020)
3. Stormwater Management: The City has adopted Low Impact Development (LID) and Post Construction requirements. All proposed projects must complete the "Performance Requirement Determination Form" to determine if any requirements should be submitted. The requirements can be found in the Stormwater management guidance manual on the City's website: <https://www.morrobayca.gov/DocumentCenter/View/11828/MB-Stormwater-Management-MAIN-Manual> (MBMC 14.48.140)
4. Frontage Improvements: The installation of frontage improvements and upgrades to deteriorated frontage improvements are required. Show the installation of a City standard driveway approach per detail B-6, 8-foot minimum sidewalk per detail B-5, curb and gutter per B-1, and curb ramps per Caltrans detail A88A. Show and label 18" asphalt cutback at all portions of curb and gutter to be replaced. (MBMC 14.44.020)
5. Frontage Improvements: Spot elevations on Topographic Map suggest sidewalk cross-slope exceeds 2%. Show on plans replacement of all nonconforming sidewalks with ADA compliant sidewalks per Caltrans DIB 82-06 4.3.5(1).
6. Sewer Lateral: Indicate and label if private sewer lateral pipe will be replaced or to remain in place. If the existing sewer lateral is proposed to remain in place, then perform a video inspection of the lateral (from the clean-out at structure to the connection at the sewer mainline pipe) and submit to Public Works via flash drive, prior to building permit plan approval. Requirements for the sewer video inspection can be located on the City's website at the following location: <https://www.morrobayca.us/DocumentCenter/View/13500/Private-Sewer-Line-Video-Requirements>. Lateral shall be upgraded, repaired or replaced as required to prohibit inflow/infiltration. All repairs or replacements identified from sewer video, shall be noted on approved set of plans, prior to plan approval. (MBMC 14.07.030)
7. Sewer Backwater Valve: Indicate and label sewer backwater valve on plan. A backwater valve, extended to and accessible from grade for maintenance, shall be installed on every Building sewer. Exception: Installation of backwater valve shall not be required when, to the satisfaction of Building Official, it is determined that the intent and purpose of this section is otherwise met. (MBMC 14.07.010.C).
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. Guidelines for the control plan may be found on the City's website at the following location: <https://www.morrobayca.gov/documentcenter/view/462>

9. Water Meter: Indicate on plans location and sizes of both water meter and water lateral. Coordinate sizes with Fire Sprinkler plans as necessary. (MBMC 13.04.010 & 14.04.010.C)
10. 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)
11. 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. Clarify how runoff around structure will be directed to City right-of-way. (CBC 107.2.1)
12. 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.
13. Debris Barrier: A Floating Debris Barrier shall be installed around the waterside perimeter of the construction site and maintained throughout the duration of the project. Note the beginning and end termini of the Floating Debris Barrier on Construction Plans. Silt screens and/ or straw waddles may be needed to prevent demolition/repair debris and sediments from entering the bay in the area of the piling repairs. The location of screens and waddles in this area should also be noted on the plans.
14. Flood Zone Requirements: A Flood Hazard Development Permit is required. The City's Flood Hazard Prevention Ordinance describes the requirements to obtain this permit. Pertinent requirements include, but are not limited to:
 - a) Per Section 14.72.050 A.3.a., new or substantial improvement construction, shall have the lowest floor (including basement) elevated two feet above the base flood elevation. Elevation data shall be based on NAVD 1988.
 - b) Submit a FEMA Elevation Certificate which will indicate the base flood elevation to be used with the proposed construction drawings. (Prior to Final Sign-off, submit an Elevation Certificate to indicate the finish elevations of the completed building.)
 - c) Verify that all mechanical and electrical machinery and controls (heating, A/C, etc.) is above BFE or flood proofed.

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 permit application and requirements are available on the City's website at the following location: <https://www.morro-bay.ca.us/197/Public-Works>.
 - A standard encroachment permit shall be required for the proposed driveway; the

driveway shall comply with B-9 (Driveway Ramps: Size & Location).

- A sewer encroachment permit shall be required for any repairs or installation of a sewer lateral within the City right-of-way or within a utility easement.
- If a construction dumpster is used, the dumpster location shall be on private property, unless allowed by a temporary encroachment permit within the City right-of-way.

Planning Conditions:

1. A Coastal Development Permit shall be submitted to the Community Development Department prior to issuance of a building permit.
2. Inspection: The applicant shall comply with all City conditions of approval and conditions imposed by the California Coastal Commission and obtain final inspection clearance from the Planning Division at the necessary time in order to ensure all conditions have been met.
3. Bayside Lateral Public Accessway (Harborwalk). The bayside lateral access, also known as the Harborwalk, shall maintain a minimum 15-foot wide coastal access with open unobstructed access at all times with no tables or dining encroachments in order to maximize public access. Any uses that obstruct the lateral access such as private uses or barriers including furniture, planters, ropes, or restaurant seating within the 15 foot lateral access shall be prohibited.
4. Floating dock. The floating dock shall be publicly available for general public pedestrian access and either short-term or long-term use by recreational or commercial boats. Signs discouraging the public from walking on the docks during daylight hours are prohibited. The dock shall be open to the general public during at least daylight hours (i.e. one hour before sunrise to one hour after sunset).
5. Dock material as shown on Project Plans dated November 1, 2023 shall be revised with the building plan submittal to be composite decking material in lieu of fiberglass decking in order to have consistent materials pursuant to the DWSP design guidelines unless otherwise required by the preconstruction eelgrass survey and the California Eelgrass Mitigation Policy (CEMP).
6. The second floor public view deck as part of the public benefit shall be made open and available to the public during daylight hours.
7. Historical interpretive sign copy shall be reviewed and approved by the Community Development Director prior to issuance of the building permit.
8. Twenty five percent of hotel rooms shall be set at rates equal to the City's area low-cost threshold pursuant to LUP Policy LU-6.5 or as otherwise approved consistent with the coastal development permit. The low cost threshold would be established based on the City's Lower Cost Visitor Serving Accommodations Technical Memorandum, or Smith Travel Research data or not to exceed 75 percent of the prior year's statewide average daily rate.
9. The diagonal view corridors at southwest and southeast building corners shall be maintained with no furniture item or table umbrellas to exceed 30 inches in height per the Waterfront Master Plan. No podium, hostess stand or station shall be allowed within the required view corridor.

10. Eelgrass – Applicant shall be subject to the California Eelgrass Mitigation Policy (CEMP) which requires that a pre-construction survey shall be completed within 30-60 days prior to issuance of a building permit. Post-construction survey shall be completed within 30 days of construction completion or as otherwise determined by the National Marine Fisheries Service (NMFS) in order to determine amount of impact if any and CEMP-required annual reporting and mitigations. Any eelgrass habitat shall be documented and reported to the Community Development Director. If the report identifies a reduction in eelgrass coverage then a plan shall be prepared to identify the appropriate mitigations necessary and in line with the specifications for mitigation of eelgrass habitat as provided for in the California Eelgrass Mitigation Policy, dated October 2014 or successor guiding document.

11. A Marine Wildlife Contingency Plan shall be developed and approved by the City of Morro Bay prior to the initiation of pile driving activities. This plan shall describe specific methods that will be used to reduce pile-driving noise. Power to the pile driver shall be ramped up to allow marine wildlife to detect a lower sound level and depart the area before full-power noise levels are produced. The plan shall identify a USFWS-approved biologist to monitor all construction within the water-lease area who shall be retained by the applicant. The plan shall describe on-site marine wildlife monitoring and reporting requirements as well as identify specific conditions when the biological monitor shall be allowed to stop work, such as observance of a marine mammal within 100 feet of the project area. The biologist shall be responsible to monitor for compliance with all environmental mitigation measures, and regulatory permit conditions (as applicable). The approved biological monitor shall be present onsite during construction and shall have the authority to stop construction if any individuals of southern sea otter are seen within 100 feet of the project area. Construction will be allowed to resume after sighted otters have left the 100-foot radius of the project area. The species shall not be disturbed or forced from the project site by equipment, noise, or other disruptive activity. The monitor will have discretionary authority to temporarily halt the project if it is determined that the otter, or other marine mammal, could be affected by the project, even if the animal is beyond the 100-foot boundary. All construction crew employees shall be informed on the requirements of this condition.

12. A project-specific Oil Spill Response and Recovery Plan that includes specifics on reporting and response procedures, available on-site equipment and contracted services, and responsibilities shall be completed and approved prior to the initiation of construction activities. Specifically, the project shall include the following Best Management Practices (BMPs) and shall be included on building plans submitted for approval:
 - a. No refueling of equipment without adequate containment and spill response equipment. The barge shall have only double contained fuel storage below decks, with the spill containment and clean up kits on-site and easily accessible. Spill containment and clean up kits shall include the following:
 - b. 150 feet Absorbent Boom 200 square feet Absorbent Tarp (for use during pile driving operations)
 - c. Barrel Absorbent Pads
 - d. Container Absorbent Granules
 - e. Rainwater runoff pollution from equipment stored on deck shall be prevented through ongoing equipment maintenance and appropriate double containment.
 - f. The work area shall be contained within a boom to prevent debris from falling into the water.

- g. All equipment fueling shall take place on the barge, with containment in-place. No refueling between vessels shall occur.
 - h. An Absorption Tarp shall be placed underneath any portable equipment while in use.
 - i. No equipment shall be permitted to enter the water with any petroleum products.
 - j. All equipment used during pile driving operations shall be in good condition without fuel or oil leakage.
 - k. Should any equipment begin to leak, that equipment shall be removed immediately from the barge and repaired or replaced.
 - l. All vessels shall have portable, regularly serviced sanitation equipment. No overboard discharge is permitted.
13. Prior to issuance of a building permit, a pile driving plan and hydroacoustical noise mitigation plan shall be submitted to the Community Development Director to ensure that underwater noise generated by pile driving activities is minimized to the maximum extent feasible and does not exceed: (1) an accumulated 187 dB SEL as measured 5 meters from the source; and (2) peak dB above 208 dB as measured 10 meters from the source as determined by the Fisheries Hydroacoustic Working Group. In the instance anything other than a vibratory hammer is to be used for pile driving activities, the plan shall provide for a hydro-acoustical monitor to ensure that underwater noise generated by pile driving activities does not exceed such limits. The plan shall identify the type of method used to install pilings. Vibratory hammers shall be used where feasible; if another method is used, a bubble curtain shall be employed to contain both noise and sediment. The plan shall also provide for additional acoustical BMPs to be applied if monitoring shows underwater noise above such limits (including, but not limited to, alternative pile driving methods (press-in pile placement, drilling, dewatered isolation casings, etc.) and additional noise dampening measures (sound shielding and other noise attenuation devices).
14. Netting or fencing around and underneath the project site shall be installed to catch and remove debris released during and after construction.
15. To reduce potential turbidity-associated impacts, silt screens should be used when and where they will be effective. The relatively high tidal currents within Morro Bay could reduce the effectiveness of silt screens and should be considered prior to placing of these screens.
16. Exterior lighting fixtures shall include specifications on the building plans submittal for approval consistent with Zoning Code section 17.14.090 that ensure exterior lighting is cut-off, shielded, or downward fixtures and is between 2600 and 3500 Kelvin and has a CRI of 85 or greater.
17. A minimum of three trash cans with self-closing lid or other bird deterrent as approved by the Community Development Director shall be identified on plans to be included with the building permit submittal.
18. A 4-8 capacity public bike rack shall be installed on the site and placed so as not to impede public pedestrian flow. Location and brand of bike rack shall be included with the building permit submittal. Bike rack shall be consistent with other City facilities or as otherwise approved by the Community Development Director.

19. Two benches available for general public use shall be located in the general public plaza area.

20. Building plans submitted for approval shall meet all accessibility requirements to both adjacent lease site and public ways and match the grades without requirement for handrails providing a smooth transition between lease sites.

Planning Commission conditions added on December 19, 2023:

21. Exterior stairs along the south elevation shall be adjusted so there is clear 10-foot wide vertical access with minimum 8 foot clearance height.

22. The alternate second floor plan which shows two hotels rooms facing the bay as presented at the December 19, 2023 Planning Commission meeting shall be incorporated into the revised plan set for City Council CUP review.

PASSED AND ADOPTED by the Morro Bay Planning Commission at a regular meeting thereof held on this 19th day of December, 2023 on the following vote:

AYES: Rodriguez (m), Meyer (s), Roschen, Ingraffia

NOES:

ABSENT: King

ABSTAIN:


Chairperson William Roschen

ATTEST


Scot Graham, Secretary

The foregoing resolution was passed and adopted this 19th day of December, 2023.

LIBERTINE MORRO BAY

A NEW COMMERCIAL AND HOSPITALITY BUILDING

801 EMBARCADERO, LEASE SITES 86 AND 86W
MORRO BAY, CA



ARCHITECTURAL ABBREVIATIONS

@	AT	FJ	FLOOR JOIST	PR	PAIR
∅	ANGLE	FO	FACE OF FLOOR	PVC	POLYVINYL CHLORIDE
○	CENTERLINE DIAMETER	FLR	FLOOR	PREFAB R	PREFABRICATED RADIUS/RISER
		FLUOR	FLUORESCENT FOUNDATION	RND	ROOF DRAIN
AB	ANCHOR BOLT	FTG	FOOTING	RDWD	REDWOOD
A/C	AIR CONDITIONING	FHWS	FLATHEAD WOOD SCREW	REFR	REFRIGERATOR
ADJ	ADJACENT	FURR	FURRED	REINF REQD	REINFORCEMENT REQUIRED
AFF	ABOVE FINISH FLOOR	GA	GAUGE	RM	ROOM
ALUM	ALUMINUM	GD	GARBAGE DISPOSAL	RO	ROUGH OPENING
BD	BOARD	GLB	GLU LAM BEAM	RS	ROUGH SAWN REDWOOD
BLK	BLOCK	GS	GALVANIZED STEEL	RWD	REDWOOD
BLKG	BLOCKING	GYP	GYP SUM BOARD	SF	SQUARE FEET
BM	BEAM	GB	GYP SUM BOARD	SHLF	SHELF
BO	BOTTOM OF	HB	HOSE BIBB	SHLV	SHELVING
BOF	BOTTOM OF FRAMING	HDR	HEADER	SHS	STAINLESS STEEL SHEET AND POLE SELECT
BO	BOTTOM OF	HGT	HEIGHT	SHT	SINGLE HUNG SHEET
BOBM	BOTTOM OF BEAM	HTR	HEATER	SHT	SHEATHING
		HVAC	HEATING/VENTILATING/AIR CONDITIONING	SHT	SHOWER
CAB	CABINET	HW	HOT WATER	SHWR	SHOWER
CB	CATCH BASIN	IN	INCH	SIM	SIMILAR
CJ	CONTROL JOINT	INT	INTERIOR	SKL	SKYLIGHT
CLG	CEILING	INSUL	INSULATION	SL	SLIDER (WINDOW)
CLR	CLEAR	JST	JOIST	SLDG	SLIDING
CMU	CONCRETE MASONRY UNIT	LAM	LAMINATE	SQ	SQUARE
CO	CLEANOUT	LAV	LAVATORY	STL	STEEL
COL	COLUMN	MATL	MATERIAL	STOR	STORAGE STRUCT
COMP	COMPOSITE SHINGLES	MAX	MAXIMUM	T	TREAD
CONC	CONCRETE	MB	MACHINE BOLT	T&B	TOP & BOTTOM TONGUE AND GROOVE
CONST	CONSTRUCTION	MC	MEDICINE CABINET	TC	TRASH COMPACTOR
CONT	CONTINUOUS	MECH	MECHANICAL	TOB	TOP OF
CSK	COUNTER SINK CASSETTE	MFG	MANUFACTURER	TOM	TOP OF MASONRY
CSMT	CERAMIC TILE	MIN	MINIMUM	TOPL	TOP OF PLATE
CT	COUNTERSINK	MISC	MISCELLANEOUS	TOS	TOP OF SHEATHING
CTSK	CENTER	N	NORTH	THK	THICK
CTR	COLD WATER	NAT	NATURAL	TMPR	TEMPERED GLASS
		NO	NOT IN CONTRACT NUMBER	TV	TELEVISION
DBL	DOWNSPOUT DOUBLE	NTS	NOT TO SCALE	TYP	TYPICAL
DIA	DIAMETER			UNO	UNLESS NOTED OTHERWISE
DIAG	DIAGONAL	OH	OVERHEAD	VIF	VERIFY IN FIELD
DIM	DIMENSION	OBS	OVERSICURE	W	WITH
DN	DOWN	OC	ON CENTER	WO	WITHOUT
DR	DOOR	OD	OUTSIDE DIAMETER	WC	WATER CLOSET
DW	DISHWASHER	OF	OWNER FURNISHED, CONTRACTOR TO PROVIDE OVERHEAD OPENING	WD	WOOD
		OS	OVERFLOW SCUPPER	WH	WATER HEATER
EA	EACH	PEMB	PRE-ENGINEERED METAL BUILDING	WI	WROUGHT IRON
EJ	EXPANSION JOINT	PERF	PERFORATE PROPERTY LINE	WIN	WINDOW
ELEC	ELECTRICAL	PLYWD	PLYWOOD	WP	WATERPROOF
EQL	ENCLOSURE			WR	WATER RESISTANT SHEET
EQ	EQUAL			WWF	WELDED WIRE FABRIC
EW	EACH WAY			WWW	WELDED WIRE MESH
EW	EACH WAY				
(E)	EXISTING				
EXT	EXTERIOR				
FAU	FORCED AIR UNIT				
FF	FINISH FLOOR				
FG	FIXED GLASS				
FHMS	FLATHEAD MACHINE SCREW				
FIN	FINISH				

PROJECT DESCRIPTION

SCOPE OF THIS PROJECT INCLUDES THE FOLLOWING

THIS PROJECT WILL DEMOLISH THE MAJORITY OF AN EXISTING 4677 SF TWO STORY BUILDING WITH BASEMENT AND RECONSTRUCT INTO A 5206 SF MIXED-USE BUILDING (529 ADDITIONAL SF) FEATURING AN UPDATED RESTAURANT WITH INDOOR/OUTDOOR DINING, UPGRADED BASEMENT AREA, NEW COFFEE SHOP, NEW 7 UNIT HOTEL, NEW SECOND LEVEL VIEWING DECK, NEW PUBLIC DOCK, AND SIGNIFICANT SITE IMPROVEMENTS.

THE UPDATED RESTAURANT WILL INCLUDE OUTDOOR DINING AT THE EAST/WEST SIDES, AREAS FOR LIVE MUSIC, COVERED OUTDOOR DINING, ADA IMPROVEMENTS, KITCHEN/BAR UPGRADES AND A CONFERENCE/EVENT SPACE. THE SECOND LEVEL 7 UNIT HOTEL/VACATION RENTAL WILL HAVE PRIVATE PATIOS WITH ACCESS FROM THE SECOND LEVEL VIEWING DECK.

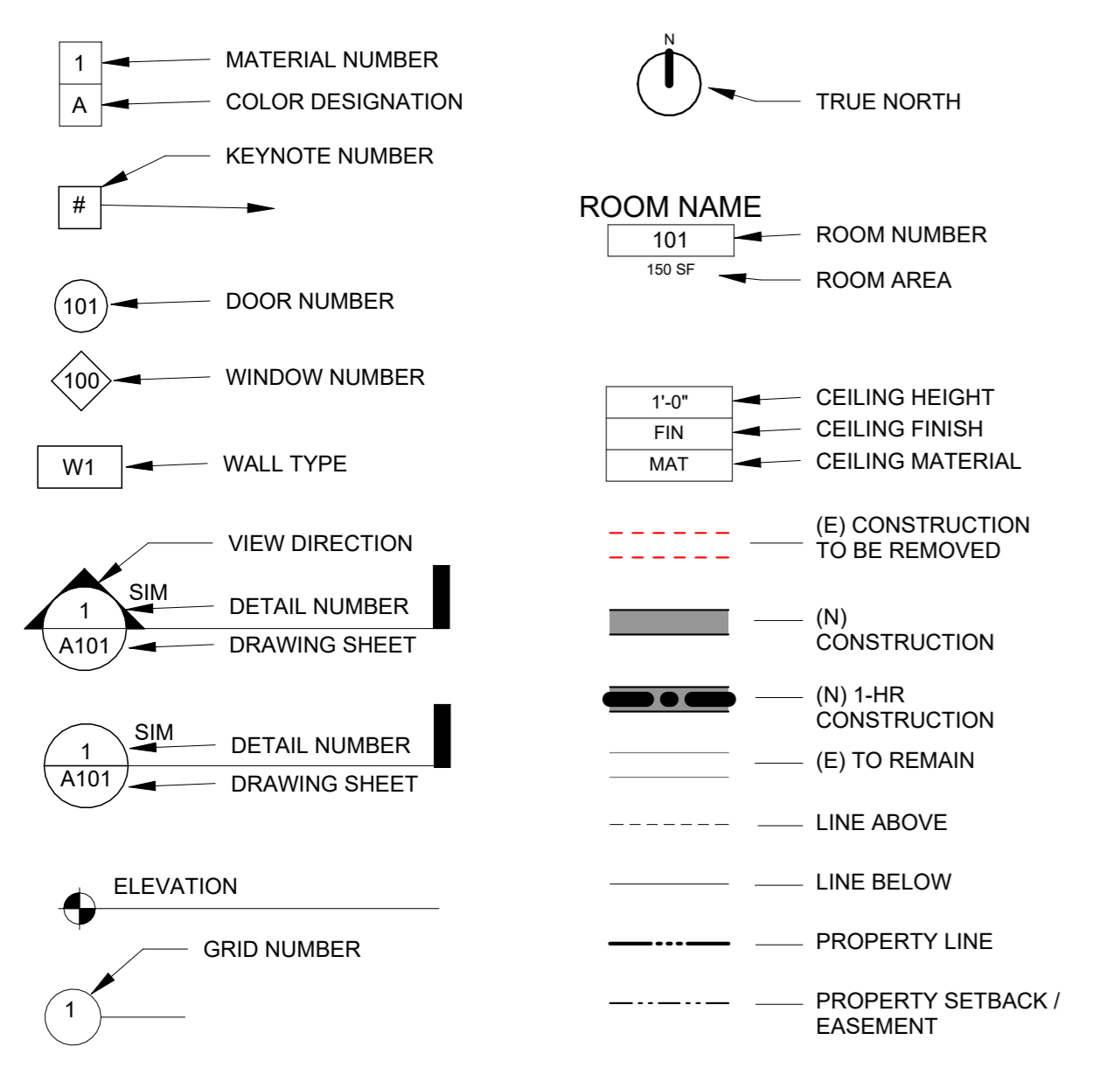
SITE IMPROVEMENTS INCLUDE A NEW 15 FOOT HARBORWALK ACCESS IMPROVEMENTS WITH NEW PILING, CONTINUOUS COASTAL ACCESS FROM BOTH NORTH AND SOUTH ENDS, LOWER DOCK AREA WITH RAMP, EMBARCADERO PUBLIC IMPROVEMENTS BOTH ON THE LEASE SITE AND ADJACENT CITY PARCEL, NEW PASSENGER LOADING AND DROP OFF ZONE, AND PLAZA IMPROVEMENTS.

THE PROJECT AS CONFIGURED EXCEEDS THE SETBACK REQUIREMENT AT SECOND FLOOR ALONG THE EMBARCADERO STREET EXCEEDS THE 17 FOOT HEIGHT, AND THE VIEW CORRIDOR 45 DEG ANGLE AT THE SW BUILDING CORNER. HOWEVER, SIGNIFICANT PUBLIC BENEFIT HAS BEEN PROVIDED TO MITIGATE FOR THESE MODIFICATIONS THAT ARE REQUESTED.

GENERAL NOTES

- A. ALL WORK SHALL CONFORM TO: (A) THE MINIMUM STANDARDS OF THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE AND ALL RELATED DOCUMENTS PUBLISHED BY THE I.C.C. WHICH HAVE BEEN ADOPTED BY THE LOCAL GOVERNING AGENCY; (B) ALL REGULATIONS AND ORDINANCES OF ALL LOCAL GOVERNING AGENCIES; (C) ANY SPECIAL CONDITIONS REQUIRED BY THE LOCAL GOVERNING AGENCIES; AND (D) ALL CALIFORNIA STATE CODE AMENDMENTS (BUILDING STANDARDS CODE) TITLE 24
- ALL CODES REFERENCED SHALL BE CALIFORNIA EDITIONS. THE CODES REFERENCED IN THESE PLANS ARE AS FOLLOWS:
 - 2022 CALIFORNIA RESIDENTIAL CODE (CRC)
 - 2022 CALIFORNIA MECHANICAL CODE (CMC)
 - 2022 CALIFORNIA PLUMBING CODE (CPC)
 - 2022 CALIFORNIA FIRE CODE (CFC)
 - 2022 CALIFORNIA ELECTRICAL CODE (CEC)
 - 2022 CALIFORNIA GREEN CODE (CGC)
 - CALIFORNIA STATE ENERGY CONSERVATION STDS. (TITLE 24)
- B. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, HE SHALL BE PROCEED AT HIS OWN RISK.
- C. OMISSIONS FROM THE DRAWINGS AND SPECIFICATION OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MISDESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
- D. DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER DRAWING'S SCALE OR PROPORTION. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
- E. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE INDUSTRIAL SAFETY REGULATIONS. THE LOCAL GOVERNING AGENCY, THE ARCHITECT, AND THE OWNER SHALL NOT BE RESPONSIBLE FOR ENFORCING SAFETY REGULATIONS.
- F. THE ARCHITECT OF RECORD SHALL BE RESPONSIBLE FOR REVIEWING AND COORDINATING ALL SUBMITTAL DOCUMENTS PREPARED BY OTHERS, INCLUDING DEFERRED SUBMITTAL ITEMS, FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING. 2022 CBC APPENDIX CHAPTER 107.3.4
- G. NO HAZARDOUS MATERIALS SHALL BE STORED AND / OR USED WITHIN THE BUILDING, WHICH EXCEED THE QUANTITIES LISTED IN CHAPTER 27 OF THE 2022 CFC
- H. CONTRACTOR TO NOTIFY OWNER PRIOR TO COMMENCING WITH ANY WORK. CONTRACTOR SHALL CONFORM TO ANY REQUIREMENTS FOR NOISE AND DUST CONTROL TRASH, STORAGE, WORK HOURS, SITE ACCESS, SIGNAGE, ETC. AS DIRECTED BY THE OWNER.
- I. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING INSPECTIONS BY THE BUILDING DEPT. AND OTHER AGENCIES AS REQUIRED.
- J. PRIOR TO ISSUANCE OF THE BUILDING PERMIT, THE GENERAL CONTRACTOR SHALL SUBMIT A SOLID WASTE RECYCLING PROGRAM TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL. THE PROGRAM SHALL ADDRESS AND INCLUDE, BUT IS NOT NECESSARILY LIMITED TO: CONCRETE WASTE, GYPSUM BOARD, WOOD, METAL AND EXCESS EXCAVATION MATERIALS.
- K. THE APPROVED PROJECT ALLOWED TO BE CONSTRUCTED BY THE BUILDING PERMIT SHALL CONFORM TO THE FIRE SAFETY PLAN REQUIREMENTS. AS DEEMED NECESSARY BY THE FIRE DEPT HAVING JURISDICTION FOR THE BLDG PERMIT. PRIOR TO BEGINNING CONSTRUCTION THE PROPERTY OWNER SHALL READ THE FIRE SAFETY PLAN ISSUED BY THE FIRE DEPT AND BECOME FULLY AWARE OF ALL NECESSARY FIRE PROTECTION REQMTS AS MANY OF THESE FIRE PROTECTION REQMTS MAY REQUIRE THE INSTALLATION OF FIRE SPRINKLERS / SPECIAL SAFETY GLAZED WINDOWS / SPECIAL DRIVEWAY-ROADWAY REQMTS AND OTHER SPECIAL CONSTRUCTION

SYMBOL LEGEND



CODE ANALYSIS

APN	066-322-008
LEGAL DESCRIPTION	CY MB PM 3/10 PAR 20 (LS 86)
LOCAL JURISDICTION	MORRO BAY, SLO COUNTY
LOCAL CODE	MORRO BAY MUNICIPAL CODE, TITLE 17
LOCAL ZONING	WF/PD/S.4 WATER FRONT, PLANNED DEVELOPMENT, DESIGN CRITERIA
FIRE ZONE	N/A
FLOOD ZONE	ZONE AE
COASTAL ZONE	Y

BUILDING SUMMARY

	EXISTING	PROPOSED
OCCUPANCY	A-2	A-2, B, R-1
CONSTRUCTION TYPE	V-B	V-B
NO. STORIES	2 WITH BASEMENT	2 WITH BASEMENT
NO. UNITS	(1) BAR/RESTAURANT	(1) BAR/RESTAURANT (1) COFFEE SHOP (7) HOTEL ROOMS
SPRINKLERS	Y	Y

PARKING ANALYSIS

	EXISTING	PROPOSED		
LOT COVERAGE CALCS				
LAND PORTION OF PARCEL	5,430 SF	5,430 SF		
1ST FLOOR BUILDING AREA OVER LAND PORTION	3,304 SF	4,100 SF		
1ST FLOOR COVERAGE (ALLOWED 70%)	(3,304/5,430) = 60.8%	(3,800/5,430) = 70%		
ALLOWED FIRST FLOOR COVERAGE (ALLOWED 70%)	3,800 SF	3,800 SF		
2ND FLOOR AREA OVER LAND PORTION	2,777 SF	2,433 SF		
2ND FLOOR COVERAGE (70% OF ALLOWED 1ST FLOOR BUILDING COV)	(2,777 / 3,800) = 73.1%	(2,433 / 3,800) = 64%		
WATER PORTION OF PARCEL	1,957 SF	1,957 SF		
SQUARE FOOTAGE OF BUILDING OVER WATER (1ST FLOOR)	1,047 SF	1,047 SF		
SQUARE FOOTAGE OF BUILDING OVER WATER (2ND FLOOR)	1,047 SF	544 SF		
FLOOR AREA RATIO (FAR) CALC				
LAND PORTION OF PARCEL	5,430 SF	5,430		
1ST FLOOR BUILDING AREA OVER LAND PORTION	3,304 SF	4,100 SF		
2ND FLOOR BUILDING AREA OVER LAND PORTION	2,777 SF	2,433 SF		
FLOOR AREA RATIO (FAR)	1.12	1.25		
1.14				
LANDSCAPE AREA				
PLANTERS AT 1ST FLOOR	172 SF	87 SF		
POTTED PLANTS AT 2ND FLOOR	0 SF	118 SF		
TOTAL	172 SF	205 SF		
ROOF SLOPES				
"FLAT" AREA	383 SF	3026 / 3409 = .887		
4:12 MIN. AREA	3026 SF			
TOTAL	3409 SF	80%		
		88% SLOPED		
SETBACKS	EXISTING	ALLOWED	ACTUAL 1ST FLR	ACTUAL 2ND FLR
FRONT [STREET]	-2'-0"	5'-0" AVG	5'-4"	5'-4"
REAR [WATER]	-15'-8"	10'-0"	15'-8"	15'-8"
SIDE [PROJECT NORTH]	1'-0"	0'-0"	1'-0"	1'-0"
SIDE [PROJECT SOUTH]	0'-0"	0'-0"	2'-9"	26'-0"
BUILDING HEIGHT ABOVE A.N.G.	-24'-7 1/2"	25'-0"	25'-0"	
AVERAGE NATURAL GRADE	REFER TO SURVEY SHEET			
ADJACENT USES				
NORTH	RESTAURANT / RETAIL			
EAST	RESTAURANT / RETAIL			
SOUTH	PLAZA (RESTAURANT / RETAIL)			
WEST	N/A - WATER			

VICINITY MAP



SUBJECT PROPERTY

IMPERVIOUS SURFACE

	EXISTING	PROPOSED
LAND PORTION OF SITE	5,430 SF	6,200 SF
TOTAL CHANGE	-	770 SF

PROPOSED SIGNIFICANT BENEFITS

- ADD'L 5FT HARBORWALK WIDTH (APPROX 300 SF)
- PUBLIC ACCESS TO NEW PRIVATE DOCK
- LIMITED PUBLIC ACCESS TO 2ND FLOOR VIEW DECK
- PUBLIC SIDEWALK/GITTER IMPROVEMENTS ALONG EMBARCADERO STREET ALONG WIDTH OF PROPOSED PLAZA
- NEW LOADING/DROP-OFF AREA
- DESIGN FOR PUBLIC PLAZA

ADDITIONAL PUBLIC BENEFITS WITH APPROVAL TO USE PLAZA FOR PUBLIC CONCERNS:

- METERED ELECTRICAL CONNECTIONS AT THREE LOCATIONS ACROSS PLAZA
- METERED WATER CONNECTIONS AT TWO LOCATIONS ACROSS PLAZA
- REMOVAL OF HARDSCAPE AND ASPHALT PAVING AT PLAZA AREA
- CONCRETE CURB TRANSITIONS AND STABILIZED DG SURFACING ACROSS PLAZA AREA
- RECONFIGURE CURB DI DRAINAGE THROUGH PLAZA AREA
- PERFORM ANY ADDITIONAL IMPROVEMENTS REQUESTED BY CITY PAF FOR BY ADJACENT LEASE SITES OR CITY, CAN BE PERFORMED DURING THE CONSTRUCTION PHASE

REQUESTED EXCEPTIONS

- HEIGHT EXCEPTION: PROPOSED BUILDING EXCEEDS 17FT
- PROPOSED BUILDING SHALL NOT EXCEED 25FT
- 2ND FLOOR SETBACK AT STREET FRONTAGE/RIGHT OF WAY
- 10FT REQUIRED, 0FT PROPOSED, TO MAINTAIN TWO-STORY VOLUME SIMILAR TO EXISTING BUILDING
- FRONT FACE IS BROKEN UP BY BALCONY/awning
- MINOR VIEW CORRIDOR ENCROACHMENT AT SOUTHWEST CORNER
- LEASE LINE ADJUSTMENT MITIGATES MUCH OF THE CONCERN
- ADDITIONAL GLAZING AT SOUTHWEST CORNERS MAINTAINS VIEW THROUGH BUILDING

NOTE: WE ARE PROPOSING A LEASE LINE ADJUSTMENT, THE EXTENTS OF WHICH ARE INDICATED ON THE PROPOSED SITE PLAN, SHEET A1.1. ALL CALCULATIONS ARE BASED ON THE PROPOSED LEASE LINE ADJUSTMENT.

SHEET INDEX

ARCHITECTURAL	NO.	TITLE
A0.1	COVER SHEET	
D1	DOCK/PILE PLAN - SITE PLAN & GENERAL NOTES	
D2	DOCK/PILE PLAN - CONSTRUCTION PLAN	
S1	SURVEY	
A1.1	SITE PLAN	
A1.2	FRIDAY / SATURDAY PROPOSED CONCERT LAYOUT PLAN	
A1.3	LANDSCAPE PLANS	
A1.4	LIGHTING PLANS	
A2.1	DEMO PLAN	
A2.2	FLOOR PLANS	
A2.3	FLOOR AND ROOF PLAN	
A5.1	BUILDING ELEVATIONS	
A5.2	ELEVATIONS WITH CONTEXT	
A6.1	SECTIONS	
A7.1	SCHEDULES	
A8.1	SIGNAGE	
A9.1	PROJECT IMAGES	
A9.2	PROJECT IMAGES	
TOTAL SHEETS: 18		

LOADING	NO.	DESCRIPTION
10' x 35' Loading Zone	1	
TOTAL PARKING PROVIDED	1	

TOTALS	NO.	DESCRIPTION
TOTAL SPACES REQUIRED	66.9	
HISTORIC PARKING CREDITS AVAILABLE	79	

DIRECTORY

OWNER: CALIFORNIA COASTAL INVESTMENTS, LLC
2436 BROAD ST
SAN LUIS OBISPO, CA
TEL: 805-544-5583
REP: ERIC NEWTON
EMAIL: admin@newtonconstruction.com

DESIGN BY: OUTLIER
418 BROADWAY
CHICO, CA
TEL: 805.791.7610
REP: TREVOR MILLER, AIA
EMAIL: trevor@otr.co

ARCHITECT: HAB DESIGN GROUP
330 S HALCYON RD
ARROYO GRANDE, CA 93420
TEL: 805-544-4334
REP: C.J. HORSTMAN, AIA
EMAIL: c.horstman@habgroup.net

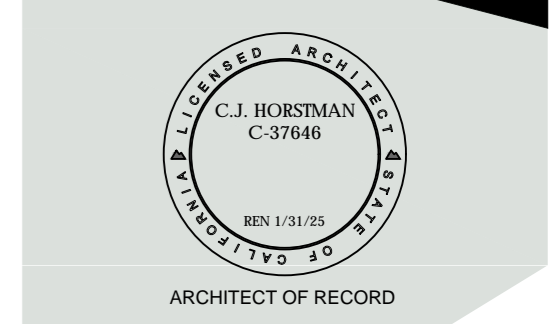
MORRO BAY STAMP AREA



HAB DESIGN GROUP

ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP@NET
805-544-4334



ARCHITECT OF RECORD

COVER SHEET
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

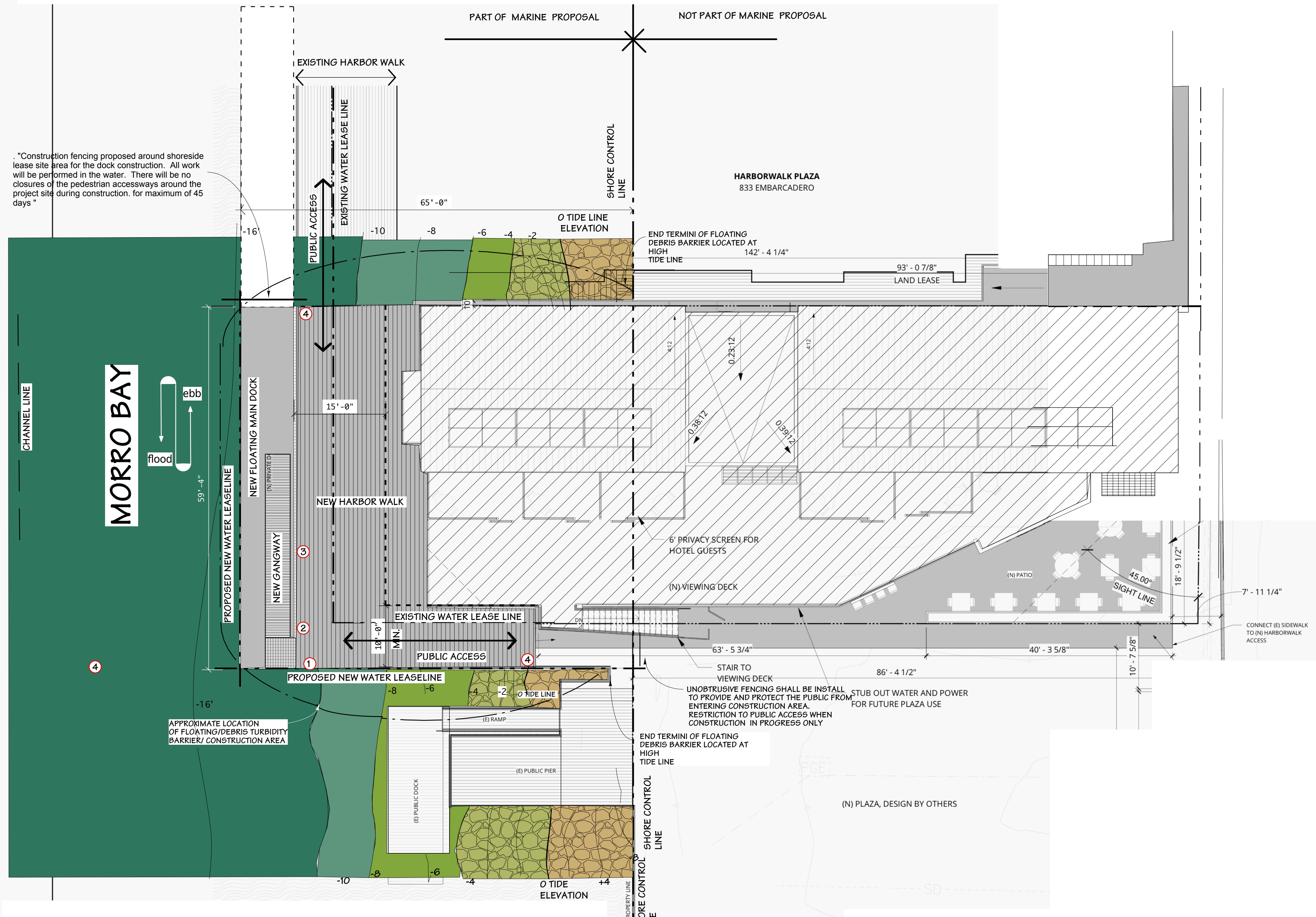
SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTLIER MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED. OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OTR. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

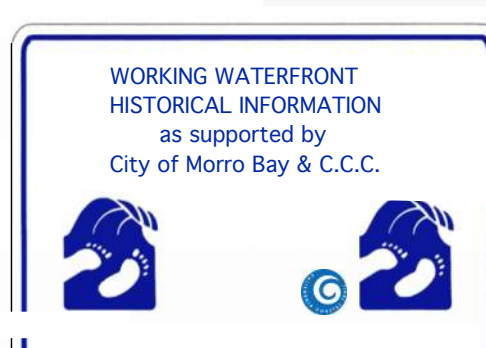
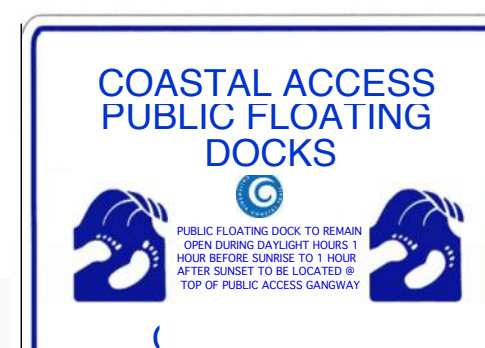
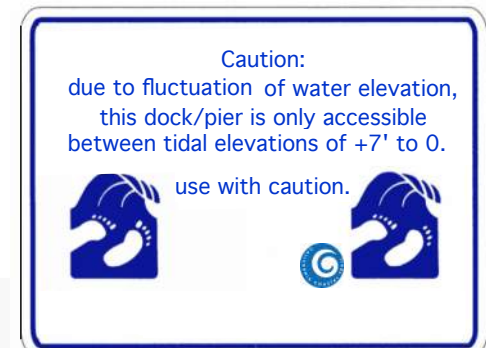
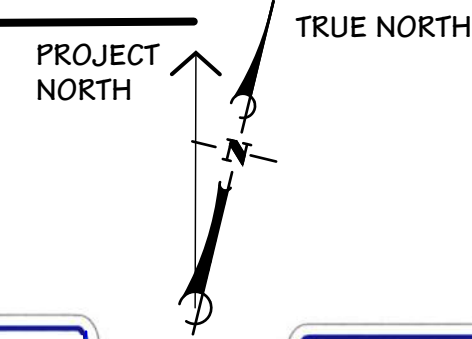
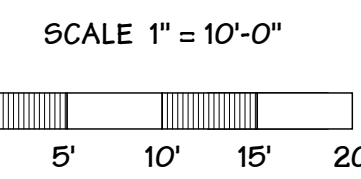
REVISION HISTORY		
NO.	DESC.	DATE

APP #	NO.	DESCRIPTION	DATE
APN #	006-322-008		
JOB #	20-185		
DATE	2023-11-01		
DRAWN BY:	TW	CHECKED BY:	TM

A0.1
SHEET NUMBER

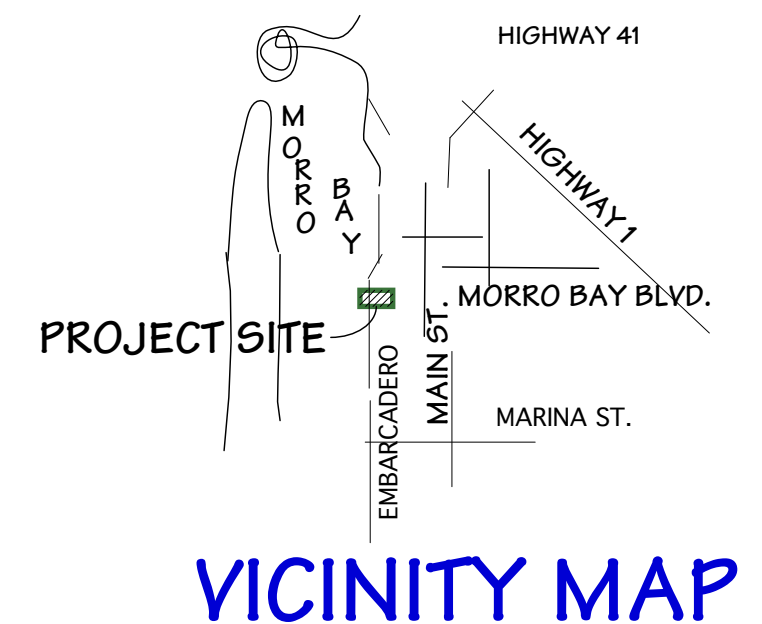
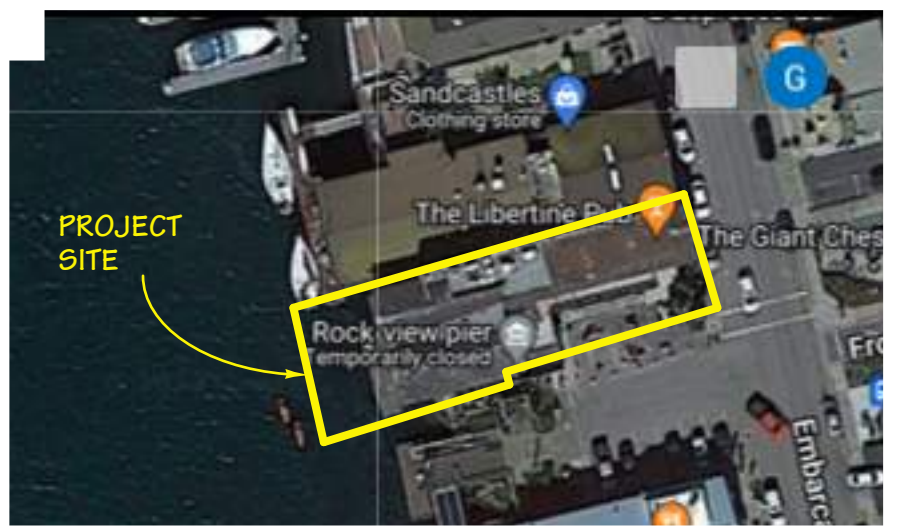


MARINA SITE PLAN



SITE INFORMATION

LEASE INFORMATION		MARINA INFORMATION	
EXISTING LAND LEASE	5430 S.F.	ENCASE OR SLEEVE EXISTING 16" DIA. PILES --3	
PROPOSED LAND LEASE	6200 S.F.	INSTALL NEW STEEL/EPOXY PILING ----- 7	
EXISTING WATER LEASE	(1957 S.F.)	EXISTING FLOAT LENGTH----- 52- LF.	
PROPOSED WATER LEASE	(2235 S.F.)	PROPOSED SLIP LENGTH----- 52 LF.	
TOTAL LEASE AREA	8435. S.F.	EXISTING MAIN FLOAT AREA ----- (416 S.F.)	
EXISTING DECKING-----	587 S.F	PROPOSED MAIN FLOAT AREA ----- (416 S.F.)	
PROPOSED HARBOR WALK-----	1360 S.F.		
BUILDING USE --MIX USE GROUP B-2/ TYPE -----	V		



PROPOSED IMPROVEMENTS

- INSTALL MORROBAY HARBORWALK 15' WIDE. INCLUDING NEW HANDRAIL
- REPLACE AND INSTALL 7 NEW 16" STEEL PILES. SLEEVE 3 EXISTING PILING
- INSTALL NEW STEEL SUPPORT BEAMS
- ENLARGE AND REPLACE EXISTING DEMOLISHED DOCK W/ NEW FLOATING MAIN FLOAT INCLUDING NEW MARINE UTILITY PEDESTALS
- CONNECT FLOATING MAIN FLOAT TO ADJACENT FLOAT. INSTALL NEW 10' VERTICAL HARBORWALK ACCESS TO ADJACENT STREET END
- REMOVE AND RELOCATE NEW H.C. ACCESSIBLE GANGWAY
- EXTEND EXISTING WATER LEASE 15' TO THE WEST AND 7'-4" TO THE SOUTH

LEGAL DESCRIPTION

OWNERS----- CALIFORNIA COASTAL INVESTMENT LLC
2436 BROAD ST. SAN LUIS OBISPO, CALIF. 95061
805 544-5583 ERIC NEWTON

SITE ADDRESS----- 801 Embarcadero
MORRO BAY, CALIF

LEASE SITES----- 86 W
Morro Bay, California
COUNTY OF SAN LUIS OBISPO, CALIFORNIA

APN.----- 066-322 008
ZONE----- H. WF. (PD/5.4)

GENERAL NOTES

NOTE!
THE CONSTRUCTION COORDINATORS INFORMATION SHALL BE POSTED ON SITE
CONSTRUCTION COORDINATOR SHALL BE PAUL GILLEN
495 Embarcadero 93442 805 772-7472
ALL WORK SHALL BE COMPLETED IN A GOOD WORKMANSHIP MANNER
CONTRACTOR SHALL HAVE ON SITE 2022 COPY OF C.B.C. ALL WORK SHALL COMPLY W/ 2022 C. B.C.
CITY OF MORRO BAY. CODES AND REQUIREMENTS, CONDITIONS OF APPROVAL CALIFORNIA COASTAL COMMISSIONS STANDARD AND SPECIAL CONDITIONS, ARMY CORPS OF ENGINEERS AND REGIONAL WATER QUALITY CONTROL BOARD
CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER PRIOR TO CHANGES OF CONSTRUCTION FOR APPROVAL.
STAGING AREA SHALL BE LOCATED INLAND
CONSTRUCTION PRACTICES SHALL BE AS REQUIRED BY CITY OF MORRO BAY CODES AND REQUIREMENTS, CALIFORNIA COASTAL COMMISSION CONDITIONS OF APPROVAL.
SILT SCREENS SHALL BE PLACED WITHIN THE AREA OF ALL IN-WATER CONSTRUCTION OR DISTURBANCE TO REDUCE POTENTIAL TURBIDITY ASSOCIATED IMPACTS. ALL CONSTRUCTION SHALL OCCUR WITHIN THE PROJECT FOOTPRINT.
NOTE! PILING SHALL BE EMBEDDED MIN20' OR RECUR AS PER SPECIAL INSPECTION & OBSERVATION AND APPROVED BY PROJECT ARCHITECT (SEE 5-1)
ARCHITECT SHALL SUBMIT REPORT TO CITY OF THE INSTALLATION OF PILES FOLLOWING INSTALLATION OF THE PILING
NOTE!
SPECIAL OBSERVATIONS FOR MARINE MAMMALS BY QUALIFIED PERSONAL SHALL BE REQUIRED DURING PILING DRIVING INSTALLATION
NOTE!
A POST MEETING REPORT SHALL BE PROVIDED TO PLANNING TO DOCUMENT THAT TRAINING OCCURRED
FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION SHALL BE IN ACCORDANCE WITH 2022 CALIFORNIA FIRE CODE CHAPTER 35, THIS CHAPTER PERQUIRES MINIMUM SAFEGUARDS FOR CONSTRUCTION ALTERATIONS AND DEMOLITION OPERATIONS TO PROVIDE REASONABLE SAFETY OF LIFE AND PROPERTY FROM FIRE DURING SUCH OPERATIONS
ALL CONTRACTORS AND SUBCONTRACTORS SHALL APPLY (BMP) BEST MANAGEMENT PRACTICES THROUGHOUT COURSE OF CONSTRUCTION
CONSTRUCTION PRACTICES SHALL BE AS REQUIRED BY CITY OF MORRO BAY CODES AND REQUIREMENTS, CALIFORNIA COASTAL COMMISSION CONDITIONS OF APPROVAL
ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH ALL CONDITIONS OF THE PERMIT THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

INDEX TO SHEETS

- A-1 SITE PLAN GENERAL NOTES
- A-2 CONSTRUCTION PLAN/SECTION
- A-3 CITY CONDITIONS
- A-4 COASTAL CONDITIONS
- A-5 A.C.E. CONDITIONS



LAND/SEA INTERFACE
GENE DOUGHERTY-ARCHITECT
1-805-772-8434
C 18794

LIBERTINE OFFSHORE DEVELOPMENT
FOR
ERIC NEWTON
NEWTON CONSTRUCTION & MANAGEMENT, INC.
800 EMBARCADERO, MORRO BAY, CALIF

SITE PLAN GENERAL NOTES

1-18-23
4-6-23

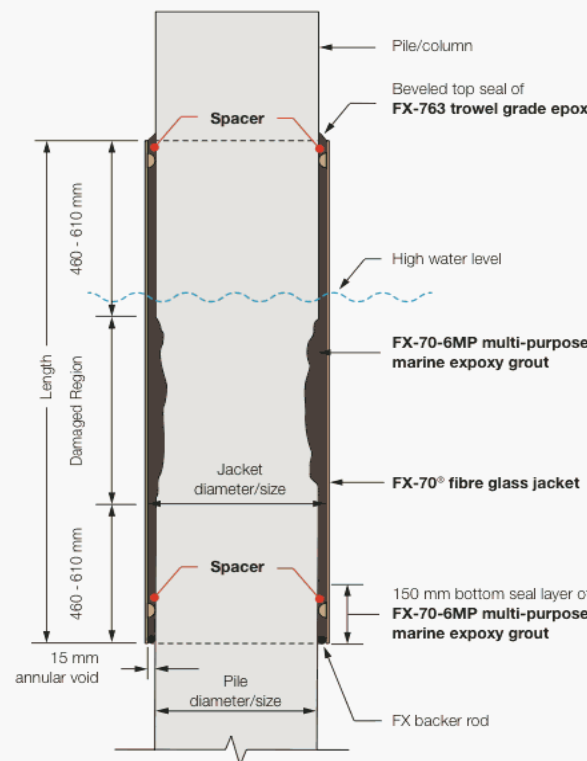
SCALE: AS NOTED
DRAWN: GD
SHEET **D1** OF 6 SHEET

FX-70® Structural Pile Repair and Protection System

System Components

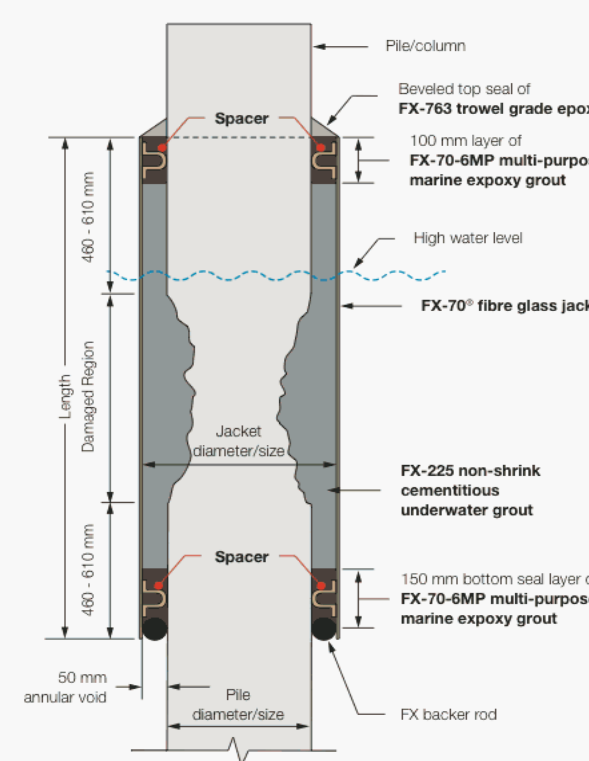
Epoxy Grout Method

Typically for piles with less than 25% section loss, the jacket is sized for a 15 mm annulus, and then completely filled with FX-70-6MP™ multi-purpose marine epoxy grout.

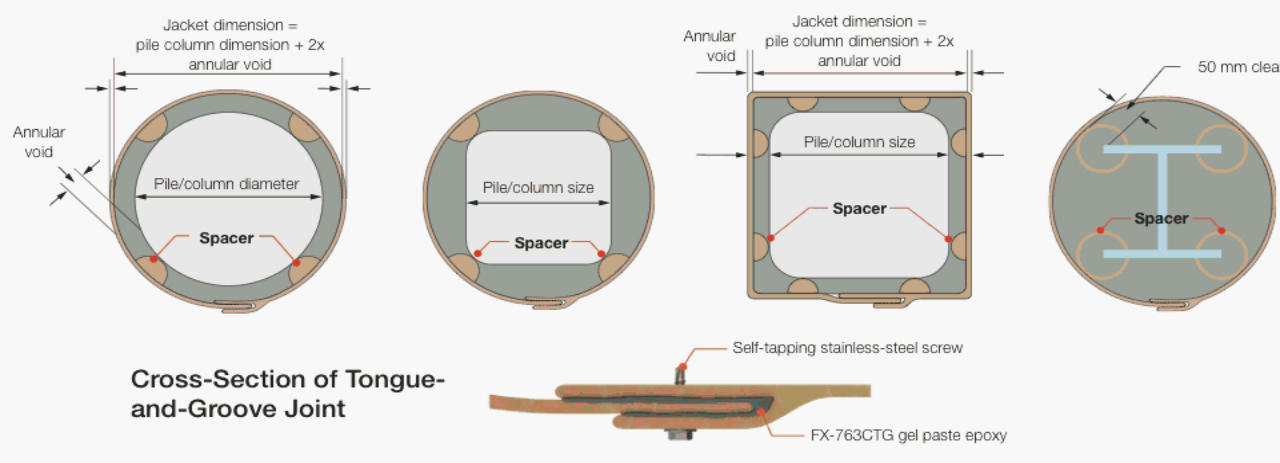


Combination Method

Typically for piles with greater than 25% section loss, the jacket is sized for a 50 mm annulus, and then filled with a combination of FX-70-6MP multi-purpose marine epoxy grout and FX-225 non-shrink underwater grout.

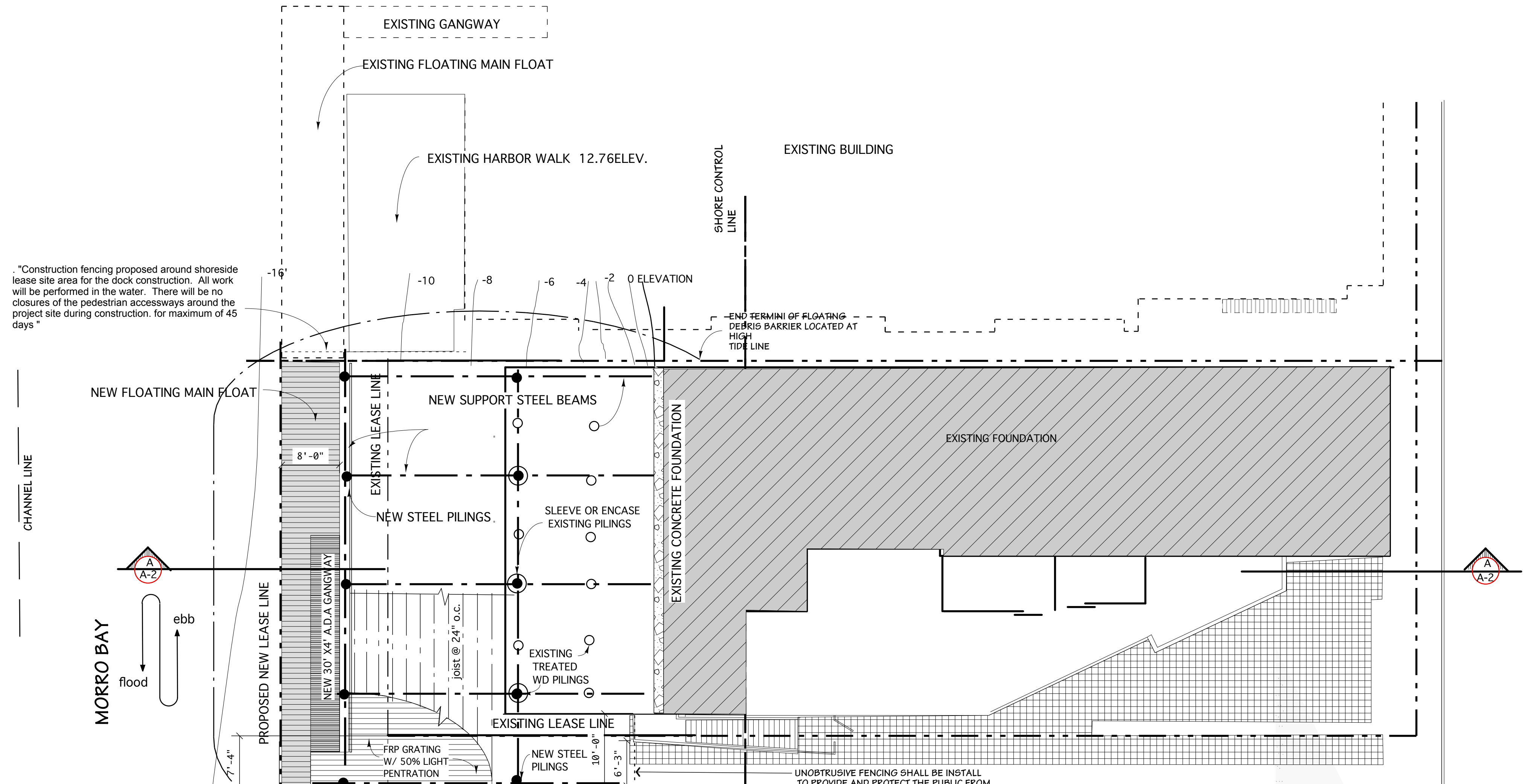
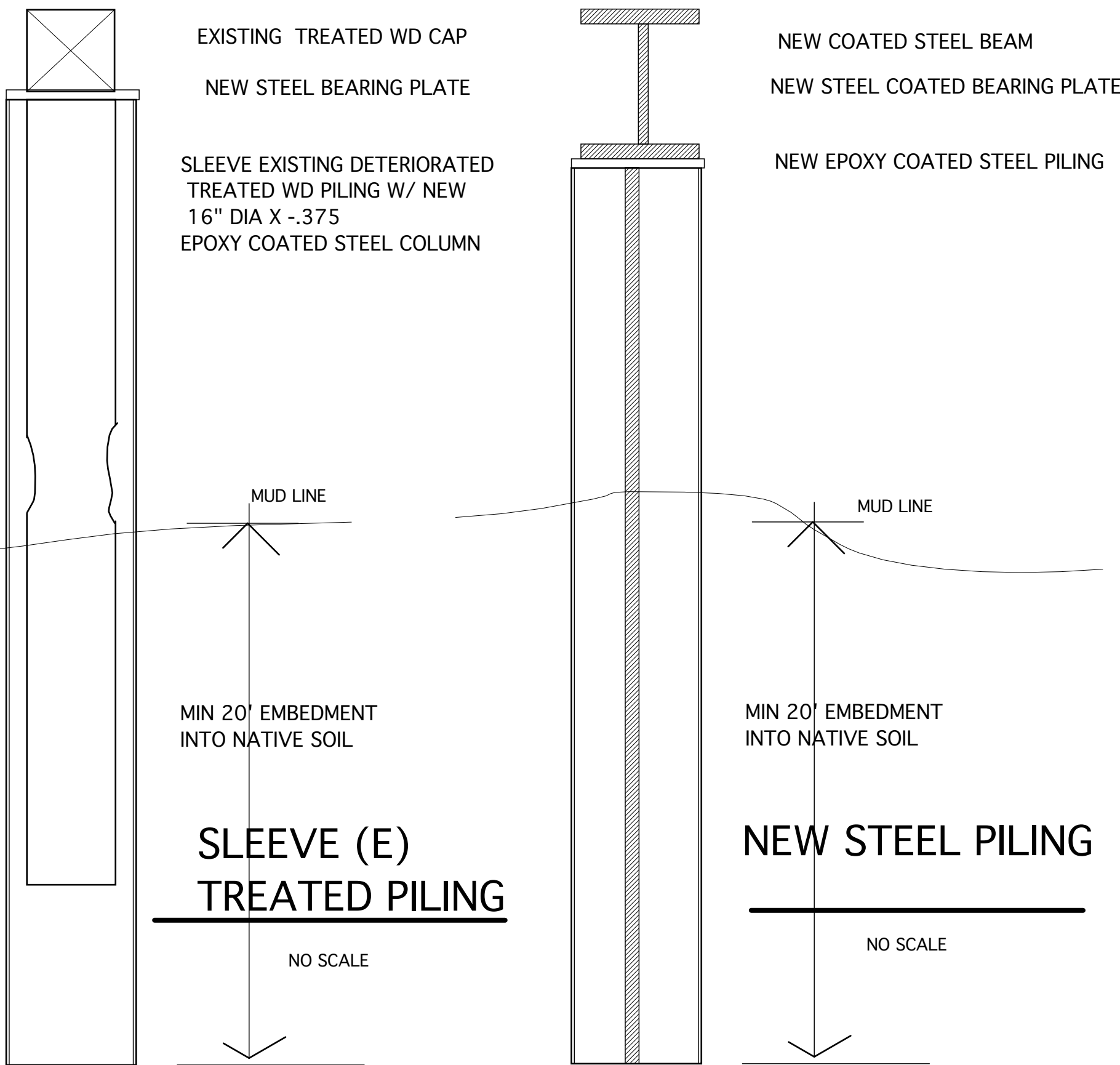


- FX-70-6MP multi-purpose marine epoxy grout used for bottom seal and repair
- Typical annular void of 15 mm
- 20 mm annular void for H-piles
- FX-70-6MP multi-purpose marine epoxy grout used for top and bottom seal
- FX-225 non-metallic underwater grout used for repair
- Typical annular void of 50 mm



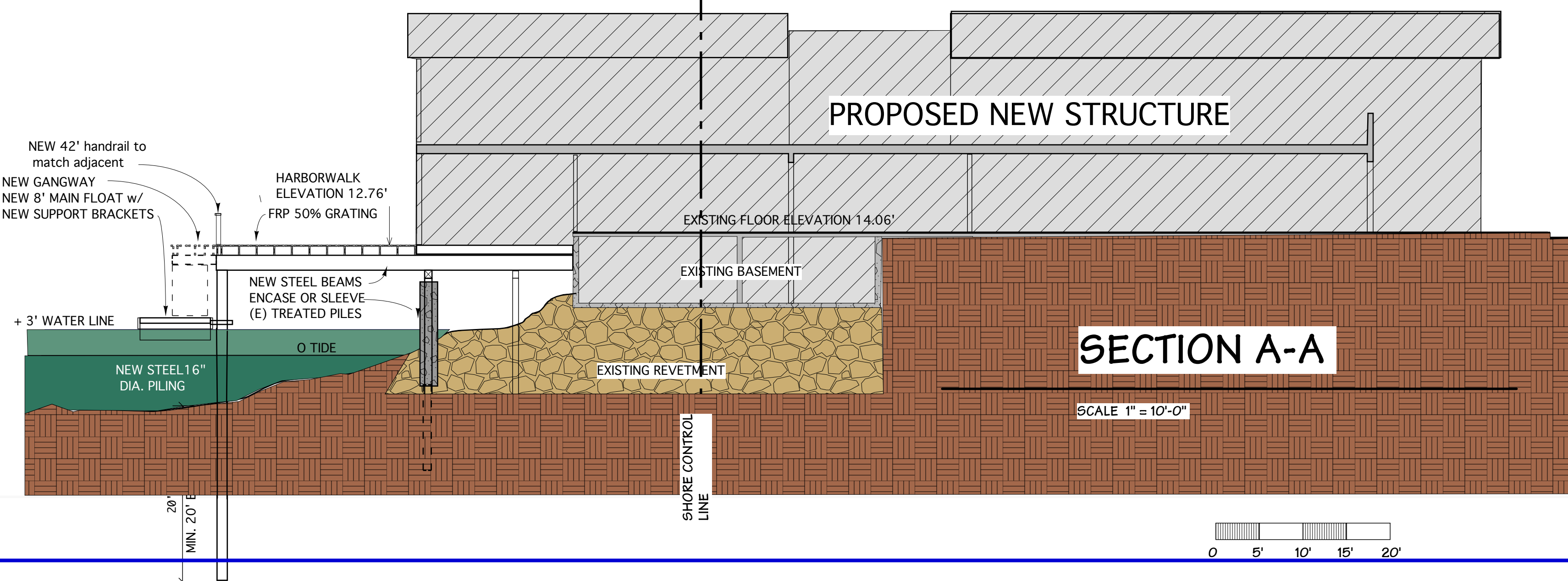
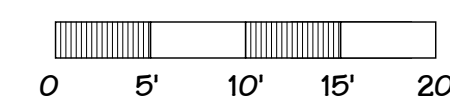
EXISTING PILING EPOXY ENCASEMENT

NO SCALE



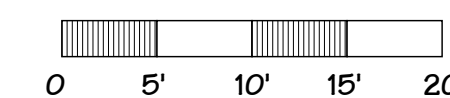
CONSTRUCTION PLAN

SCALE 1" = 10'-0"



SECTION A-A

SCALE 1" = 10'-0"



LAND/SEA INTERFACE
 GENE DOUGHTY-ARCHITECT
 1-805-772-8436
 C 18794

LIBERTINE OFFSHORE DEVELOPMENT
 FOR
 ERIC NEWTON
 NEWTON CONSTRUCTION & MANAGEMENT, INC.
 800 EMBARCADERO, MORRO BAY, CALIF

CONSTRUCTION PLAN
 SECTION A-A

1-18-23
 4-6-23

SCALE: AS NOTED
 DRAWN: GD

SHEET
D2

HIGHEST GRADE AT BUILDING FOOTPRINT: 14.10'
 LOWEST GRADE AT BUILDING FOOTPRINT: 12.11'
 DIFFERENCE: 14.10'-12.11' = 1.99'

AVERAGE NATURAL GRADE (ANG): 13.10'
 MAX BLDG HEIGHT: 25' ABOVE ANG = 25' + 13.10' = 38.10'

SYMBOL LEGEND:

— x —	FENCE LINE	— [] —	RETAINING WALL
— ss —	SEWER MAIN	— [] —	PG&E BOX
— w —	WATER MAIN	— [] —	GAS METER
— g —	GAS MAIN	— [] —	TELEPHONE BOX
— etc —	ELEC/TELEPHONE/CABLE	— [] —	SIGNAL BOX
— ohe —	OVERHEAD ELECTRIC	— [] —	CABLE T.V. BOX
— [] —	DROP INLET AT CURB	— [] —	ELECTRIC BOX
— [] —	DROP INLET	— [] —	TELEPHONE MANHOLE
— [] —	STORM DRAIN MANHOLE	— [] —	STREET LIGHT
— [] —	FIRE HYDRANT	— [] —	JOINT POLE
— [] —	WATER WELL	— [] —	POWER POLE
— [] —	WATER VALVE	— [] —	GUY WIRE
— [] —	WATER METER		
— [] —	SEWER MANHOLE		
— [] —	SEWER CLEANOUT		
— [] —	MONITORING WELL		

ABBREVIATIONS

AC	ASPHALT CONCRETE	IP	IRON PIPE
AP	ANGLE POINT	GB	GRADE BREAK
BM	BENCH MARK	GM	GAS METER
BLDG	BUILDING	HP	HIGH POINT
BOW	BACK OF WALK	LT	LIGHT
CB	CATCH BASIN	MH	MANHOLE
CF	CURB FACE	PP	POWER POLE
CO	CLEAN OUT	PVC	POLYVINYL PIPE
COL	COLUMN	RB	REBAR
COR	CORNER	RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE	R10	CANOPY RADIUS
CMP	CORRUGATED METAL PIPE	SD	STORM DRAIN
CMU	CONCRETE MASONRY UNITS	SL	POINT ON SLOPE
CRN	CROWN OF STREET	SS	SEWER
DI	DROP INLET	STP	STEP
EG	EXISTING GRADE	STR	STAIRS
EP	EDGE OF PAVEMENT	TOP	TOP OF SLOPE
FD	FOUND	TOE	TOE OF SLOPE
FL	FLOW LINE	TW	TOP OF WALL
FF	FINISH FLOOR	W	WATER
FW	FACE OF WALL	WL	WALL
HSE	HOUSE COR	WM	WATER METER
GR	GRASS	WV	WATER VALVE
GM	GAS METER		
IP	IRON PIPE		

SURVEYOR'S STATEMENT:
 THIS MAP REPRESENTS A FIELD SURVEY OF SURFACE FEATURES AND ELEVATIONS PERFORMED ON OCTOBER 19TH, 2021.

MICHAEL B. STANTON, PLS 5702 DATE _____

SURVEYOR'S NOTES:

- NO TITLE SEARCH (TITLE REPORT) WAS PROVIDED TO THE SURVEYOR. EASEMENTS OR OTHER FEE CONVEYANCES WHICH MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN PLOTTED.
- ONLY THE SURFACE EVIDENCE OF UNDERGROUND UTILITIES HAVE BEEN MEASURED IN THE FIELD ON THIS SURVEY. IF APPROXIMATE UNDERGROUND ALIGNMENTS ARE SHOWN, I MAKE NO WARRANTY AS TO THE ACTUAL LOCATION, TYPE OR DEPTH OF THOSE UNDERGROUND UTILITIES. CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-642-2444 TO VERIFY THE ACTUAL LOCATION OF UTILITIES PRIOR TO ANY EXCAVATION. THE SURVEYOR ALSO HAS MADE NO INVESTIGATION AS TO SUBSURFACE ENVIRONMENTAL CONDITIONS THAT WOULD AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- IT WILL BE THE ARCHITECT'S RESPONSIBILITY TO VERIFY SETBACK AND HEIGHT RESTRICTIONS WITH THE LOCAL GOVERNING AGENCY.
- THE SIGNED AND SEALED ORIGINAL DRAWINGS OF THIS MAP CONSTITUTE THE FINAL WORK PRODUCT. MBS LAND SURVEYS WILL NOT BE LIABLE FOR ELECTRONIC VERSIONS OF THIS MAP PROVIDED TO OTHER PARTIES.
- THE BOUNDARY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION (I.E. RECORDED MAPS OR DEEDS) AND ARE NOT INTENDED TO REPRESENT THE TRUE OR ACTUAL BOUNDARY LINES OF THE SUBJECT PROPERTY. TO DETERMINE THE ACTUAL BOUNDARIES OF THE PARCEL WILL REQUIRE A COMPLETE BOUNDARY SURVEY, THE SETTING OF PROPERTY MONUMENTS AND THE FILING OF A CORNER RECORD OR RECORD OF SURVEY IN CONFORMANCE WITH STATE LAW (LS ACT SEC. 8762). APPROXIMATE DIMENSIONAL TIES FROM THE BOUNDARY LINES SHOWN TO PHYSICAL FEATURES (E.G. BUILDINGS, FENCES, WALLS OR TREES, ETC.) SHOWN ON THIS MAP CAN BE DERIVED BY SCALING THE FINISHED WORK PRODUCT WHICH IS PLOTTED AT THE SCALE INDICATED.

BENCH MARK:
 THE BENCH MARK FOR THIS PROJECT IS AN NGS MONUMENT SET IN THE TOP OF A CONCRETE PILLAR NEAR A FLAG POLE LYING SOUTHWEST OF TEH DORN'S RESTAURANT AT THE WEST CORNER OF MORRO BAY BLVD AND MARKET ST.
 PID: FV0401
 DESIGNATION: TIDAL 5
 ELEV: 36.66' NAVD88 (ELEVATION TAKEN FROM PRIOR SURVEY IN 2006, ELEVATION HAS SINCE BEEN UPDATED IN NGS DATA SHEETS.)

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS PROJECT IS BASED ON FOUND MONUMENTS ALONG EMBARCADERO RD. BETWEEN HARBOR ST AND MORRO BAY BLVD.
 BEARING N 12° 57' 19" W.

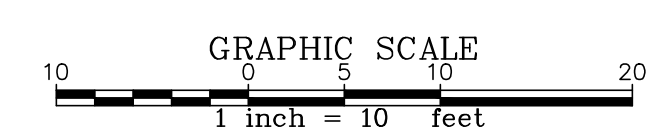
SITE DATA:
 ADDRESS: 801 EMBARCADERO RD, MORRO BAY, CA
 ASSESSOR'S PARCEL NO. 066-322-008

TOPOGRAPHIC MAP
 PARCEL 21 AS SHOWN ON PARCEL MAP NO. MB 68-30 FILED IN BOOK 3 AT PAGE 10, IN THE CITY OF MORRO BAY, COUNTY OF SAN LUIS OBISPO, CALIFORNIA

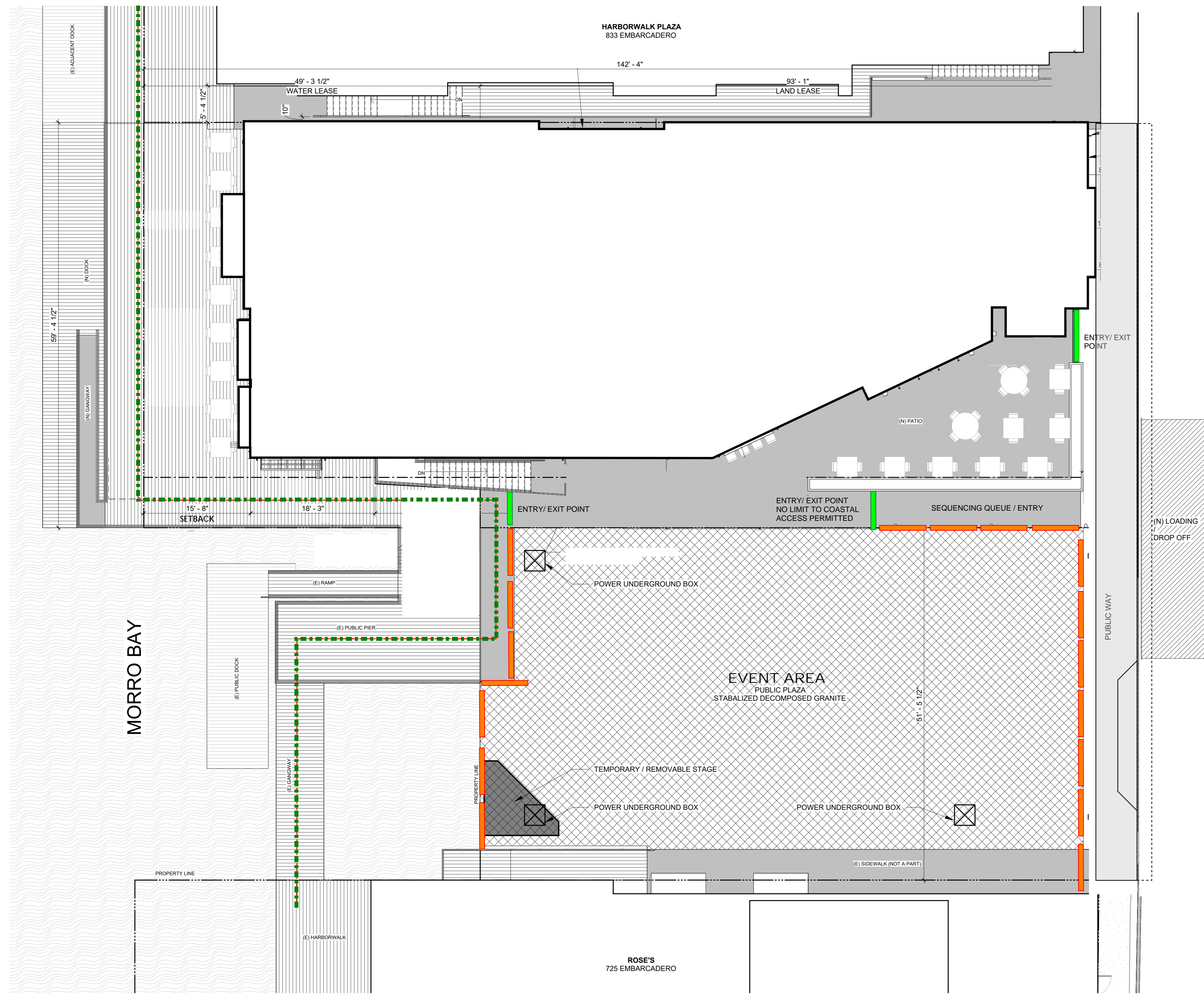
AT THE REQUEST OF ERIC NEWTON

MBS LAND SURVEYS
 MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

October 25, 2021 JOB #21-341



N:\2021\21-341 - Morro Bay\c3d\21-341_801_Embarcadero_Morro Bay_Topo.dwg, 24x36, Oct 25, 2021 10:18am, mstanton

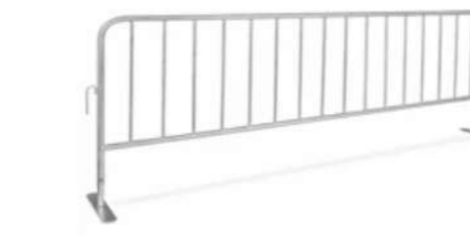


EVENT PLAN NOTES & LEGEND

E. SIDEWALK AND/OR WALKWAY AREAS TO REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS AND TO ALLOW FOR SAFE PASSAGE OF THE GENERAL PUBLIC. ANY CONSTRUCTION FENCING SHALL BE BEHIND THE PROPERTY LINE. ALL CONSTRUCTION-RELATED DEBRIS TO BE PLACED ON PRIVATE PROPERTY.

- █ PORTABLE CROWD BARRIER
- █ CONTROLLED ENTRY POINT/ EXIT

Portable Safety Barrier - Galvanized, Flat Feet



[More Images](#)

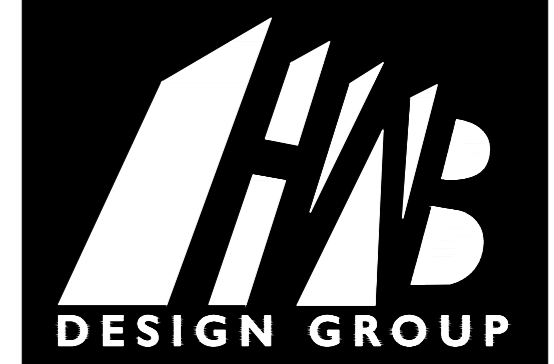
Temporarily manage foot traffic around job sites, festivals and sporting events.

- Welded 1 1/2" diameter frame with 3/4" diameter uprights.
- Removable feet for easy stacking and storage.
- Barriers interlock to create long runs.
- Easy to set up and take down.
- Hot dipped. Excellent rust resistance.
- Flat Feet - Sit flush on ground to prevent tripping in high-traffic areas.

1 EVENT PLAN
1/8" = 1'-0"

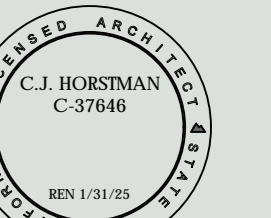


MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-4334



ARCHITECT OF RECORD

FRIDAY / SATURDAY
PROPOSED CONCERT
LAYOUT PLAN
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET
TITLE

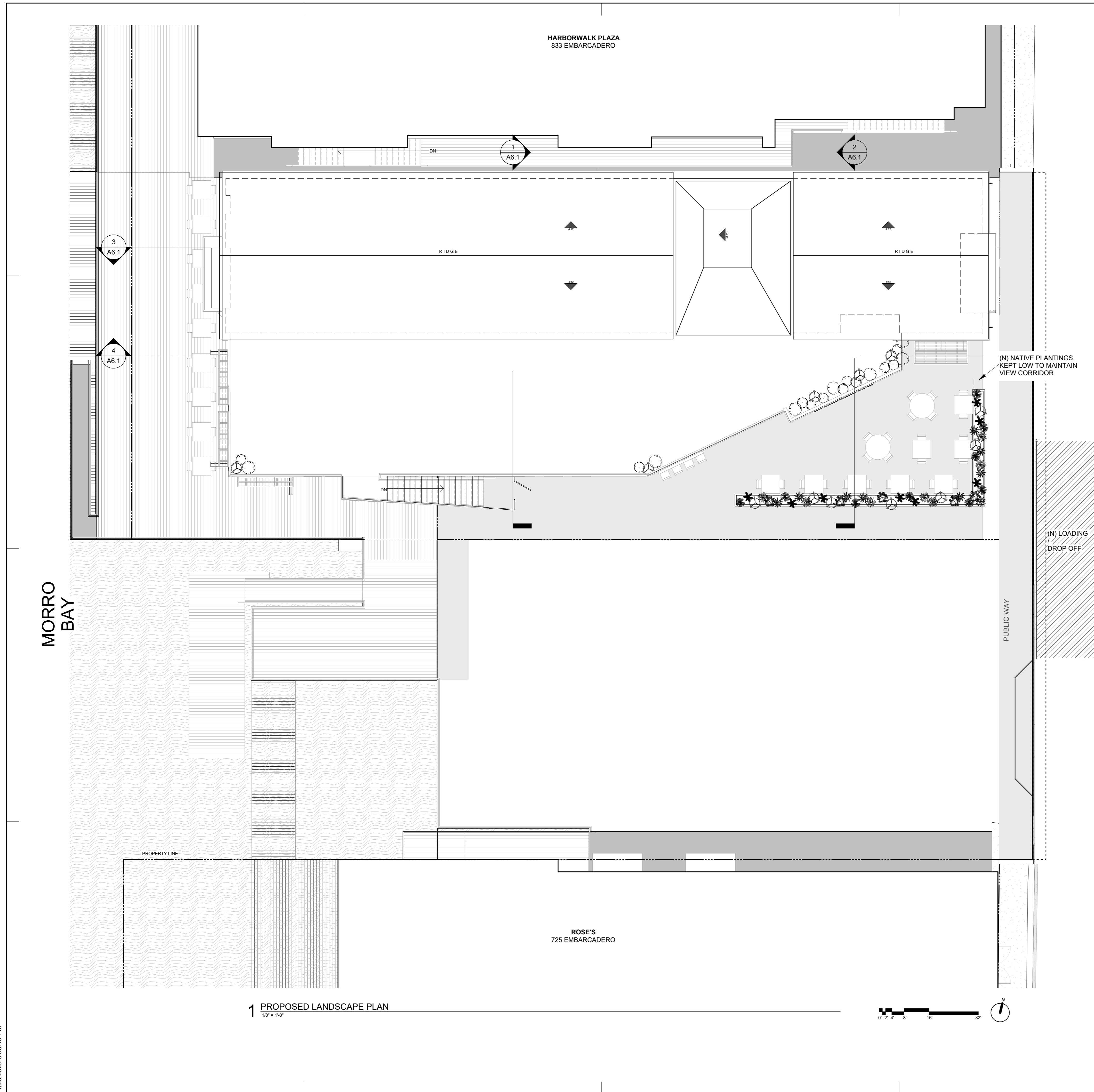
THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTSERVE OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OLS. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

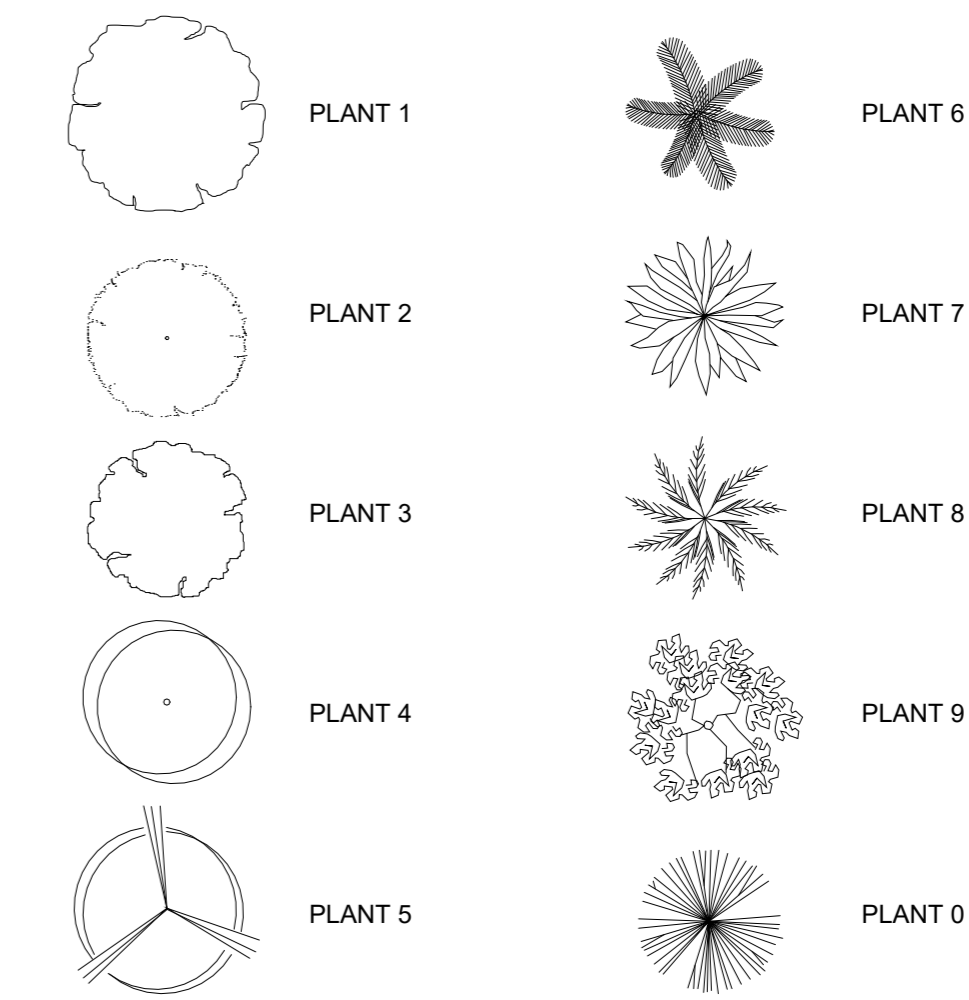
NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A1.2
SHEET NUMBER



PLANTING LEGEND



PLANTING SCHEDULE

CONNECT TO LOW FLOW IRRIGATION SYSTEM

KEY	DESCRIPTION	MATURE HEIGHT	COUNT
Plant 0	KALANCHOE PUMILA (FLOWER DUST PLANT)	12" HT. x 24" WIDE	9
Plant 1	AGAVE BRACTEOSA (SQUID AGAVE)	12" HT. x 18" WIDE	8
Plant 2	PELARGONIUM PELTATUM L'ELEGANTE (L'ELEGANTE GERANIUM)	12" HT. x 18" WIDE	4
Plant 3	ERIGERON GLAUCUS (SEASIDE DAISY)	12" HT. x 18" WIDE	6
Plant 4	TEUCRIUM LUCIDREYS (GERMANDER)	12" HT. x 24" WIDE	2
Plant 5	CAREX COMANS 'BRONZE' (BRONZE HAIR SEDGE)	12" HT. x 30" WIDE	13
Plant 6	SALVIA SONOMENSIS (CREEPING SAGE)	12" HT. x 30" WIDE	8
Plant 7	SCAEVOLA ALBIDA 'MAUVE CLUSTER' (FAIRY FAN FLOWER)	6" HT. x 36" OR MORE	8
Plant 8	APTENIA CORDIFOLIA (RED APPLE)	12" HT. x 24" OR MORE	8
Plant 9	LAVANDULA 'HIDCOTE SUPERIOR' (ENGLISH LAVENDER)	16" HT. x 18" WIDE	5

MAWA = Maximum Applied Water Allowance

MAWA = (Eto - Eppt)(0.62)/(0.7)(LA)+(0.3)(SLA)
 Where:
 MAWA = Maximum Applied Water Allowance (gallons per year)
 Eto = Reference Evapo-transpiration (for location in inches per year)
 Eppt = Effective Precipitation (no more than 25% of local Eto, typically 10%)
 0.62 = conversion factor to gallons
 0.7 = Eto Adjustment Factor (average Ks of .5 divided by 0.7 irrigation efficiency)
 LA = Total irrigated Landscape Area (in square feet) including Special Landscape Area (SLA)
 SLA = Portion of the total irrigated Landscape Area identified as Special Landscape Area (recreational turf)
 0.3 = The additional ET Adjustment Allowance Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

Enter Eto @ site here =	39.9	inches/year					
Enter Eppt @ site here =	0.1	inches/year					
Enter LA @ site here =	115	square feet					
Enter SLA @ site here =	0	square feet					
MAWA =	39.9	0.1	0.62	0.7	115	0.3	0
MAWA =	1,986	Gal./Year	0.01	Acre Feet/Year			
	3	Units/Year					

ETWU = Estimated Total Water Use

ETWU = (Eto)(0.62)((PF x HA)/(IA + SLA))
 Where:
 ETWU = Estimated Total Water Use in gallons per year
 Eto = Reference Evapo-transpiration (for location in inches per year)
 0.62 = conversion factor to gallons
 PF = Plant Factor from WUOLCOLS
 HA = Hydrozone Area (high, medium, low water use areas) (square feet)
 IA = Irrigation Efficiency (minimum 0.7)
 SLA = Special Landscape Area (square feet)

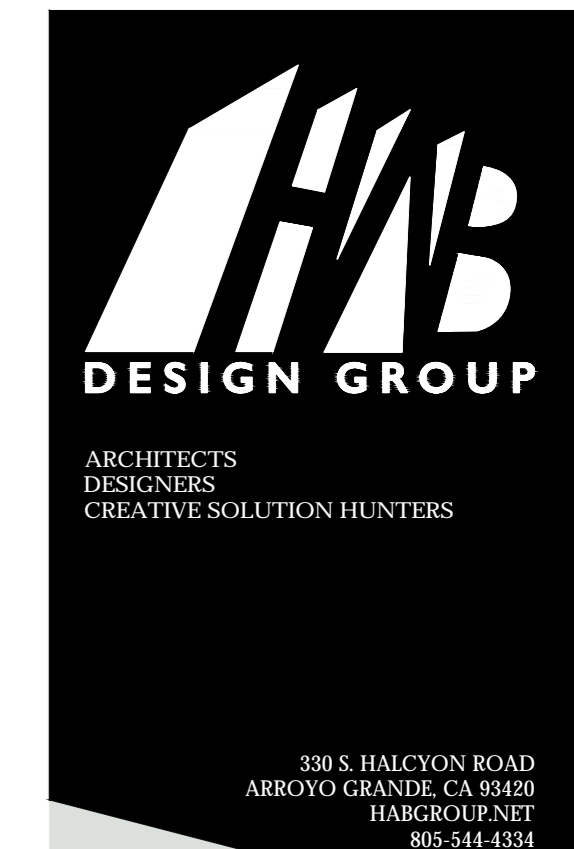
Hydrozone	Plant water Use Type(s)	Plant Factor (PF)	Area (square feet)	PF x Area (square feet)	Application Efficiency	Calc. Factor
1	High	0.0	0	0	1.00	0
2	Medium	0.0	0	0	1.00	0
3	Low	0.5	115	58	1.00	58
4		0.0	0	0	1.00	0
5		0.0	0	0	1.00	0
6	SLA	1.0	0	0	1.00	0
			Sum	58	Sum	58

*Plant Factor from WUOLCOLS

ETWU = (Eto)(0.62)((PF x HA)/(IA + SLA))	39.9	0.62	58	0
ETWU =	1,422	Gallons/Year	2	Units/Year
	0.0	Acre-Ft/Year		

ETWU must be less than MAWA to comply

MORRO BAY STAMP AREA



LANDSCAPE PLANS
 LIBERTINE MORRO BAY
 801 EMBARCADERO
 LEASE SITES 86 & 86W
 MORRO BAY, CA

SHEET TITLE

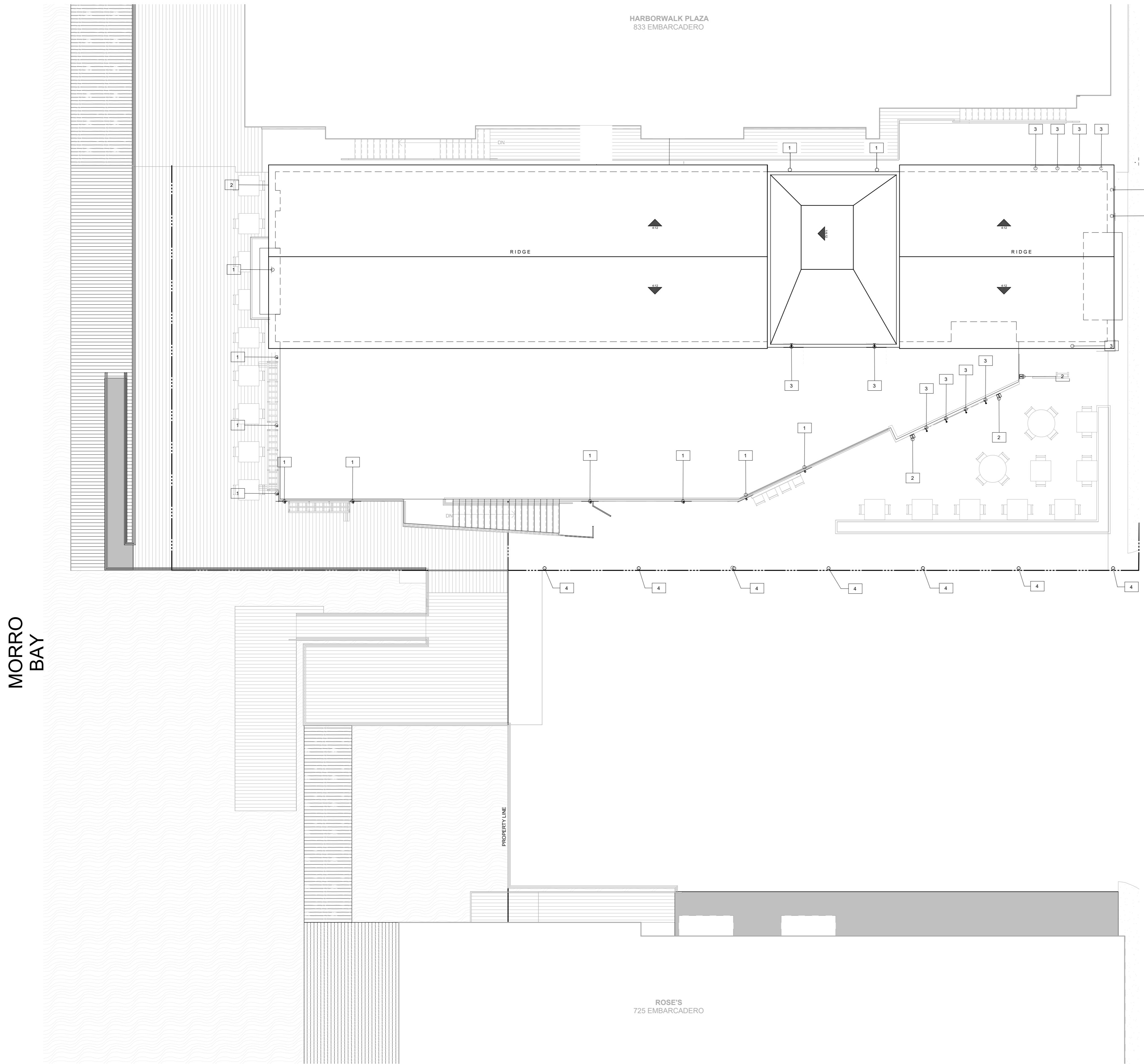
THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF HAB GROUP. ALL RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HAB GROUP. CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A1.3
 SHEET NUMBER



LIGHTING FIXTURE SCHEDULE

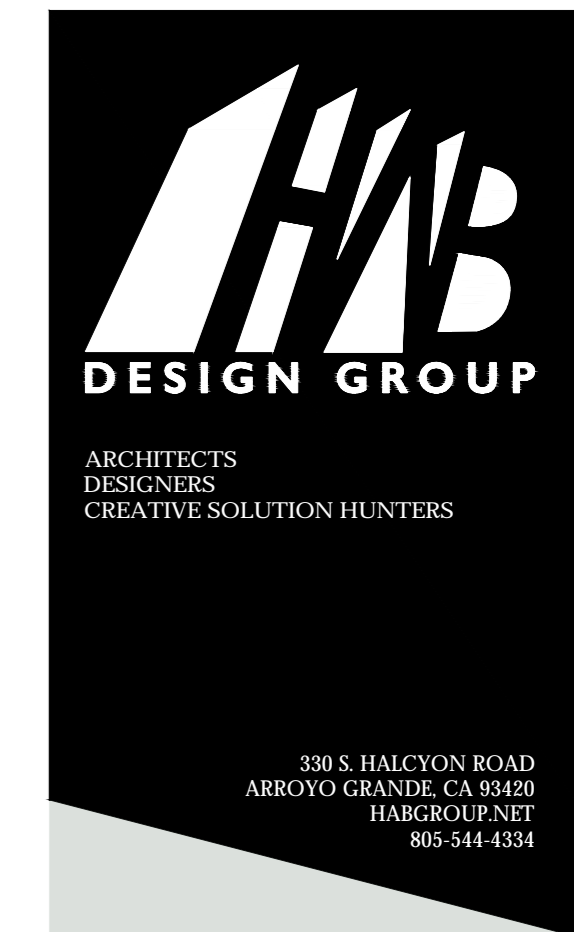
REFER TO ELEVATIONS FOR PRECISE LOCATION

SYMBOL	MARK	DESCRIPTION	MODEL	MANUF.	COUNT
	1	9" W x 6"H WALL SCONCE, 8W	ATLANTIS 1646SK-LED	HINKLEY	21
	2	6" W x 16"H WALL SCONCE, 11W	ATLANTIS 1648SK-LED	HINKLEY	4
	3	COMPACT WALL-MOUNT SIGNAGE SPOTLIGHT, 19W	BEGA 77 702	HINKLEY	13
	4	30" LED BOLLARD, 8W	ATLANTIS 15602SK	HINKLEY	7

2 PROPOSED LIGHTING PLAN
1/8" = 1'-0"

1/20/2023 5:35:17 PM

MORRO BAY STAMP AREA



LIGHTING PLANS
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET
TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTREVIEW OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF O.U.G. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A1.4

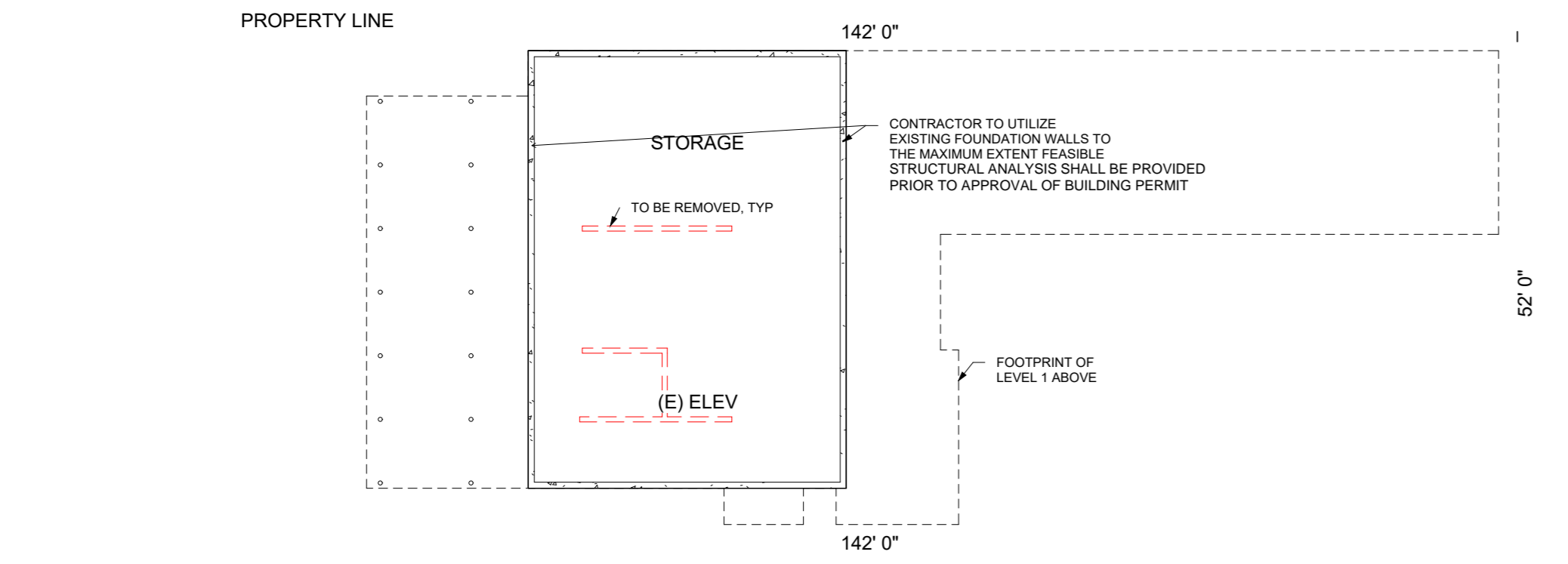
SHEET NUMBER

DEMOLITION GENERAL NOTES

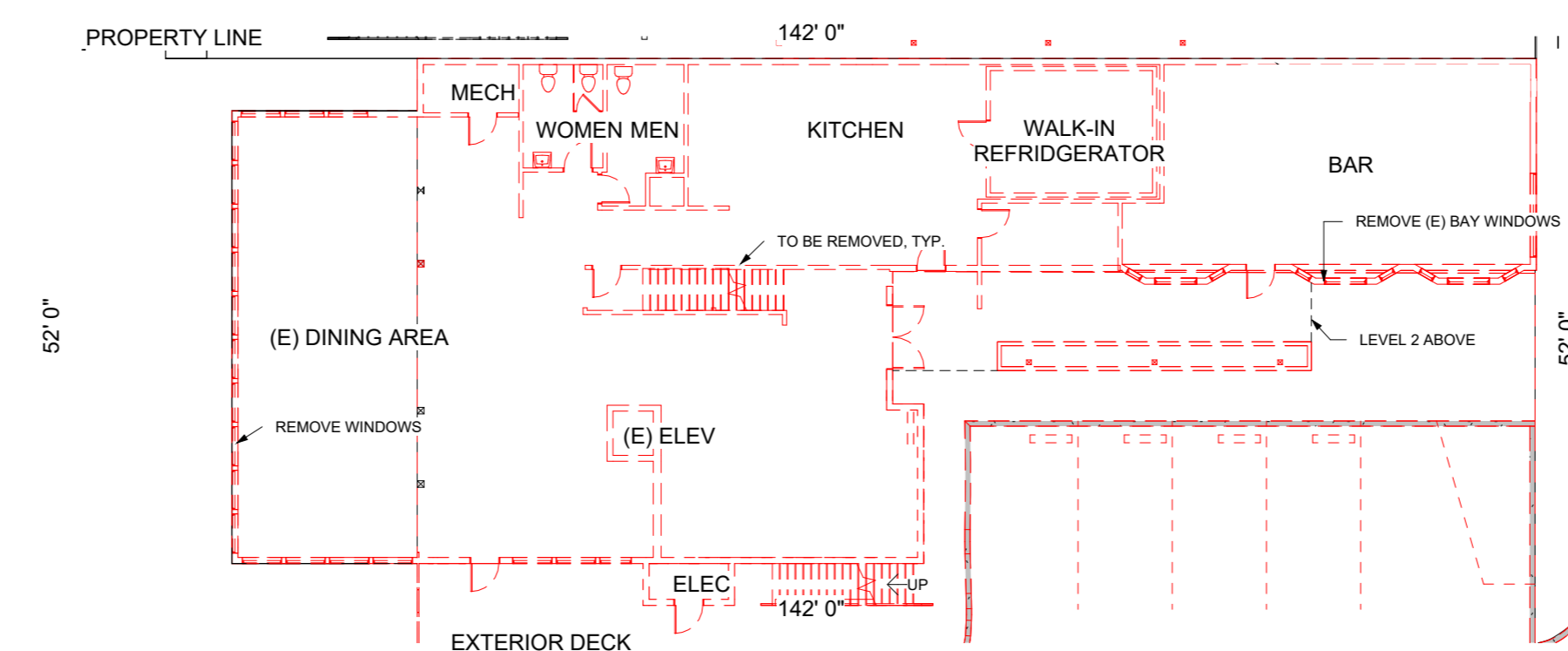
- A. ALL WORK SHALL CONFORM TO ALL REGULATIONS, CODES AND ORDINANCES ADOPTED BY THE STATE AND LOCAL GOVERNING AGENCIES; ANY SPECIAL CONDITIONS REQUIRED BY STATE AND/OR LOCAL GOVERNING AGENCIES; AND ALL REGULATIONS AND ORDINANCES REQUIRED BY FEDERAL GOVERNING AGENCIES. CODE REFERENCED IN THIS SUBMITTAL: 2007 CALIF. BLDG CODE
- B. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE FIELD CONDITIONS. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THESE DRAWINGS SHALL BE BROUGHT TO THE DESIGNERS ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED.
- C. DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER DRAWING SCALE OR PROPORTION. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS
- D. WHERE DEMOLITION IS INDICATED, CONTRACTOR SHALL DISCONNECT AND CAP ALL UTILITIES, ELECTRICAL CONDUITS, ETC. PER CODE, WHERE SUCH ITEMS ARE NOT INDICATED TO BE REUSED, CAP ALL ABANDONED PENETRATIONS ABOVE FINISHED CEILING.
- E. CONTRACTOR TO NOTIFY OWNER PRIOR TO COMMENCING WITH ANY WORK. CONTRACTORS SHALL CONFORM TO ANY REQUIREMENTS FOR NOISE AND DUST CONTROL, TRASH, STORAGE WORK HOURS, SITE ACCESS, ETC. AS DIRECTED BY THE OWNER.
- F. CONTRACTOR IS RESPONSIBLE FOR REPAIR, REPLACEMENT OR CLEAN UP OF ANY DAMAGE CAUSED BY THEIR WORK TO ANY PORTION OF EXISTING IMPROVEMENTS.
- G. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND SCHEDULING OF INSPECTIONS BY THE BUILDING DEPARTMENT AND OTHER AGENCIES AS REQUIRED.
- H. REMOVE FROM SITE AND LEGALLY DISPOSE OF REFUSE, DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. THE SITE SHALL BE LEFT BROOM CLEAN. COORDINATE DISPOSAL LOCATION W/ PROPERTY MANAGEMENT.
- I. ARRANGE AND PAY FOR DISCONNECTING, REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB-OFF.
- J. CAP OFF EXISTING PLUMBING, ELECTRICAL, AND MECHANICAL NOT UTILIZED IN NEW SCHEME PER CODE AND CLEAR OF NEW WORK; CAP ABANDONED FLOOR/CEILING PENETRATIONS BELOW FINISH FLOOR OR ABOVE CEILING.
- K. CLOSE OPENINGS IN EXTERIOR SURFACES TO PROTECT EXISTING WORK FROM WEATHER AND EXTREMES OF TEMPERATURE AND HUMIDITY.
- L. REMOVE, CUT, AND PATCH WORK IN A MANNER TO MINIMIZE DAMAGE AND TO PROVIDE A MEANS OF RESTORING PRODUCTS AND FINISHES TO ORIGINAL CONDITION.
- M. REFINISH VISIBLE EXISTING SURFACES TO REMAIN IN RENOVATED ROOMS AND SPACES, TO SPECIFIED CONDITION FOR EACH MATERIAL, WITH A NEAT TRANSITION TO ADJACENT FINISHES. PATCHES SHOULD NOT BE VISIBLE FROM A DISTANCE OF FIVE FEET OR GREATER
- N. WHERE NEW WORK ABUTS OR ALIGNS WITH EXISTING, PERFORM A SMOOTH AND EVEN TRANSITION. PATCHED WORK TO MATCH EXISTING ADJACENT WORK IN TEXTURE AND APPEARANCE.
- O. WHEN FINISHED SURFACES ARE CUT SO THAT A SMOOTH TRANSITION WITH NEW WORK IS NOT POSSIBLE, TERMINATE EXISTING SURFACE ALONG A STRAIGHT LINE AT A NATURAL LINE OF DIVISION AND MAKE RECOMMENDATION TO DESIGNER/ENGINEER.
- P. DO NOT REMOVE OR ALTER STRUCTURAL COMPONENTS WITHOUT WRITTEN APPROVAL.

DEMOLITION LEGEND

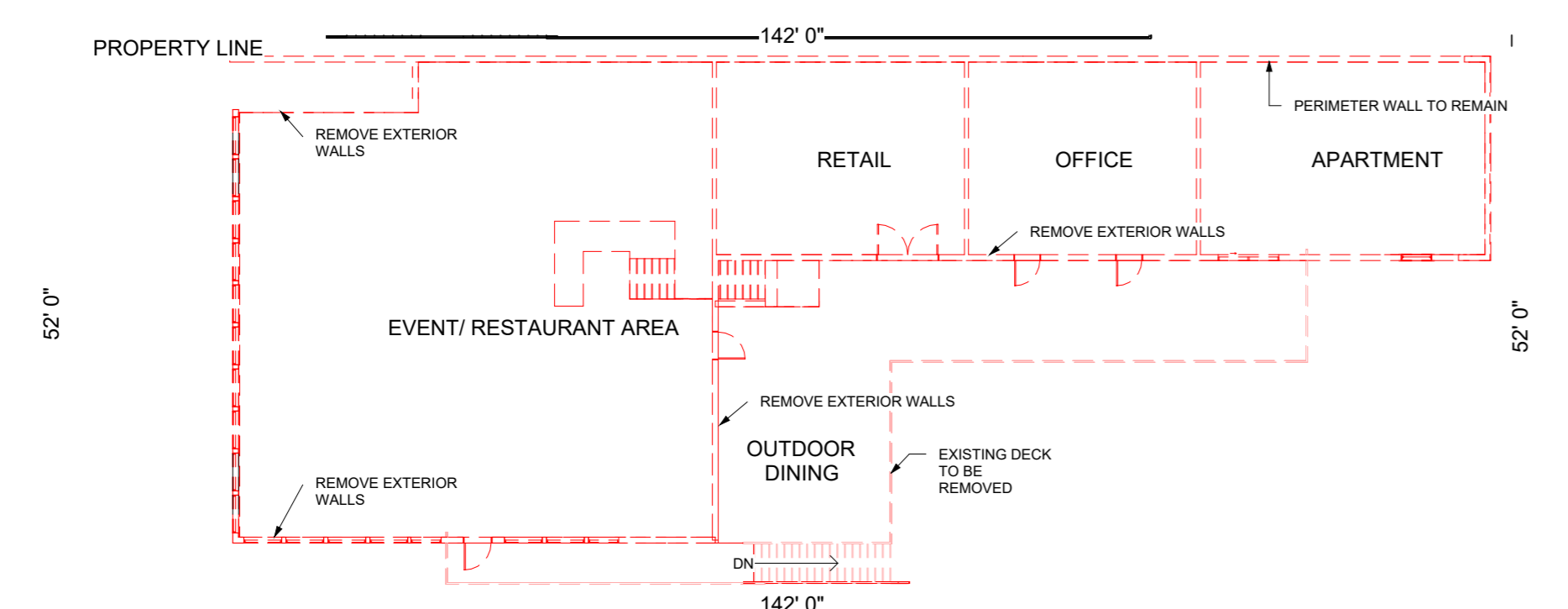
- EXISTING WALLS TO BE REMOVED AND DISPOSED OF, CONTRACTOR TO VERIFY ALL LOAD-BEARING CONDITIONS AND PROVIDE TEMPORARY SHORING IN NECESSARY. CONTACT ARCHITECT IF ANY PROBLEMS BECOME APPARENT DURING DEMOLITION WORK.



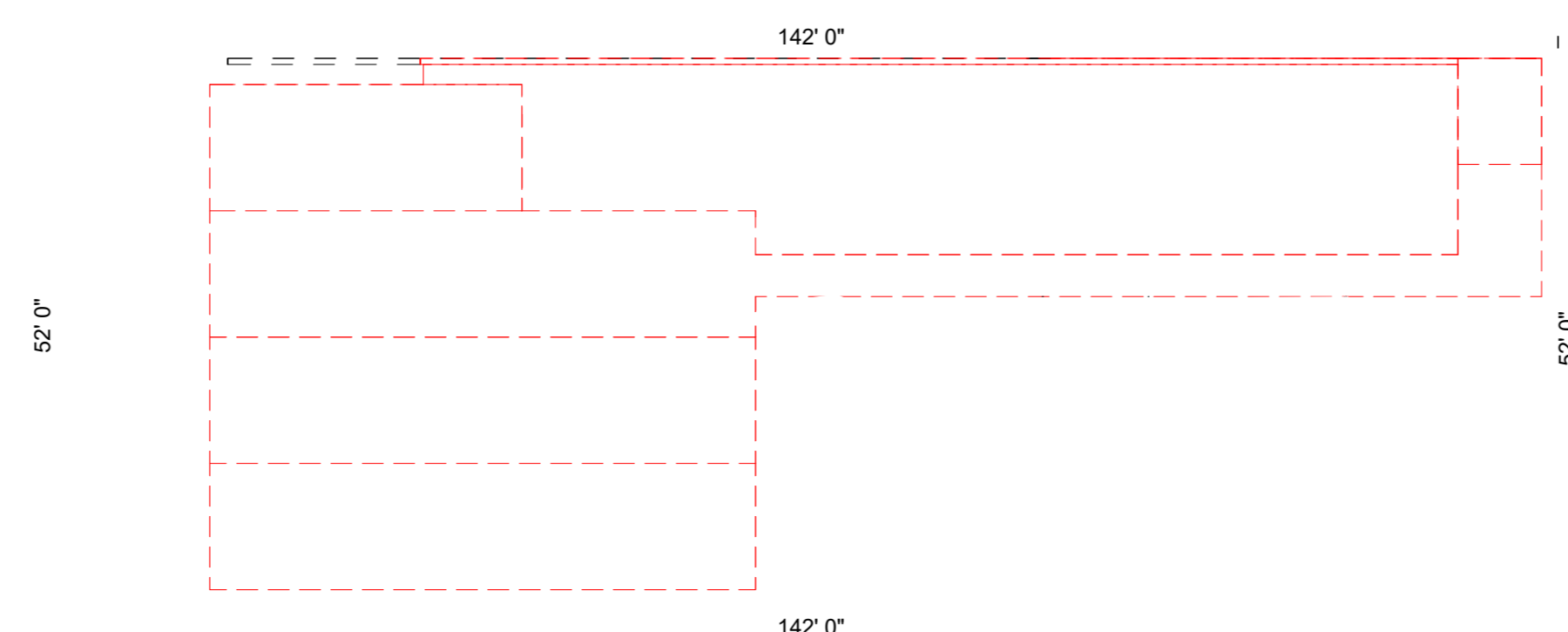
1 EXISTING BASEMENT PLAN DEMO
1/16" = 1'-0"



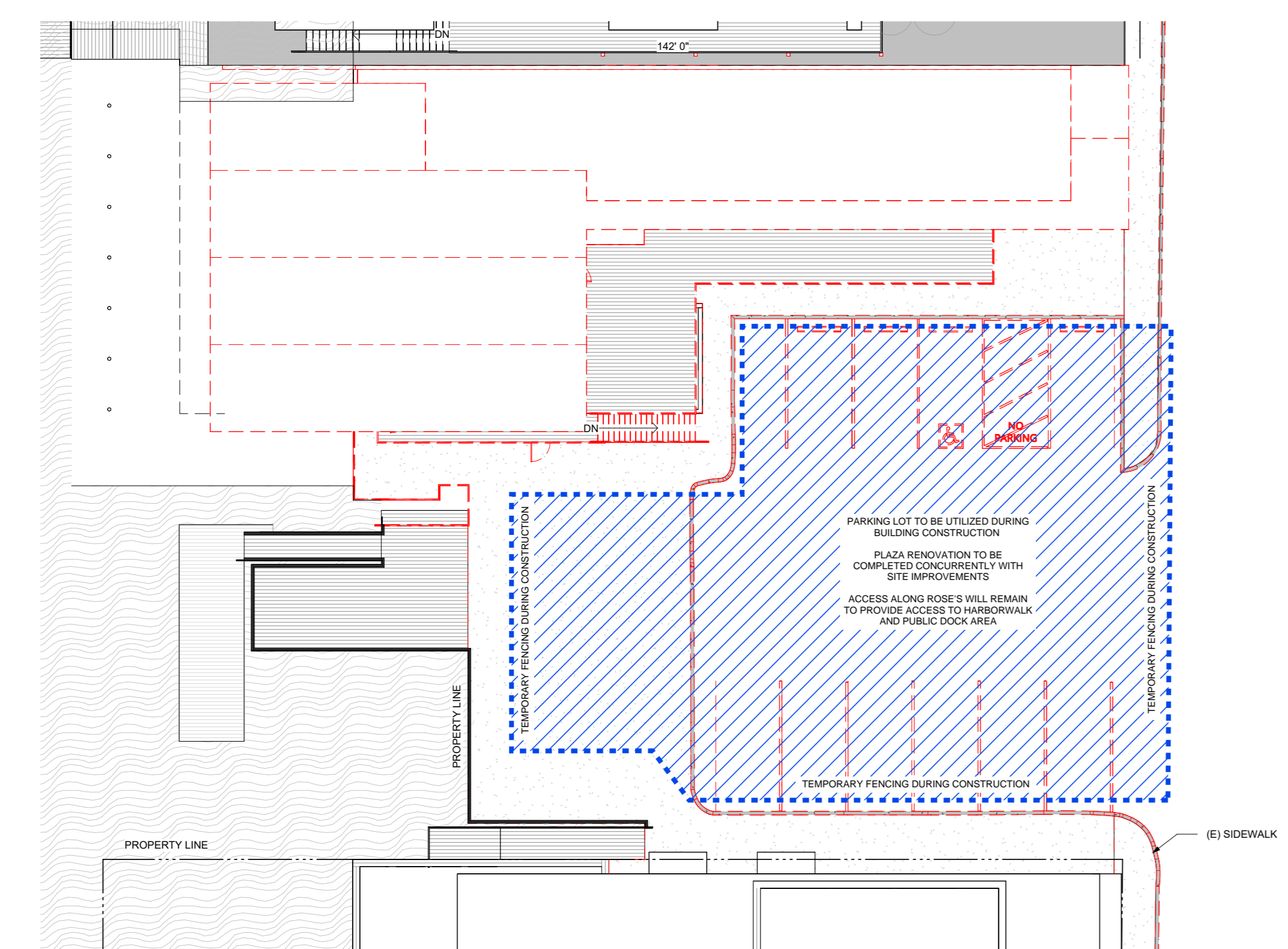
2 EXISTING LEVEL 1 DEMO
1/16" = 1'-0"



3 EXISTING LEVEL 2 DEMO
1/16" = 1'-0"



4 EXISTING ROOF PLAN DEMO
1/16" = 1'-0"



5 EXISTING SITE PLAN DEMO
1/16" = 1'-0"

MORRO BAY STAMP AREA

DEMO PLAN
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF HAB DESIGN GROUP. ALL RIGHTS RESERVED. THIS DOCUMENT IS NOT TO BE REPRODUCED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HAB DESIGN GROUP. THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

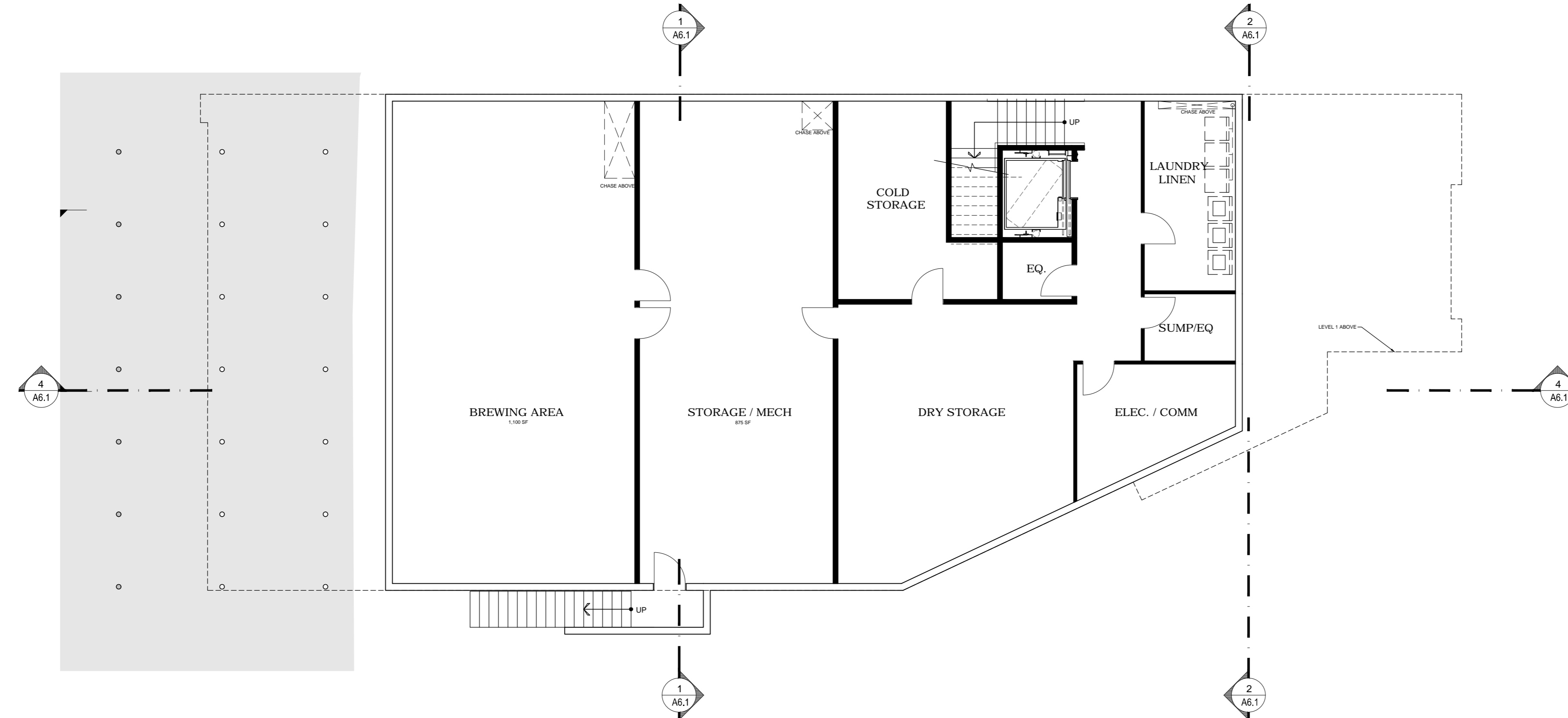
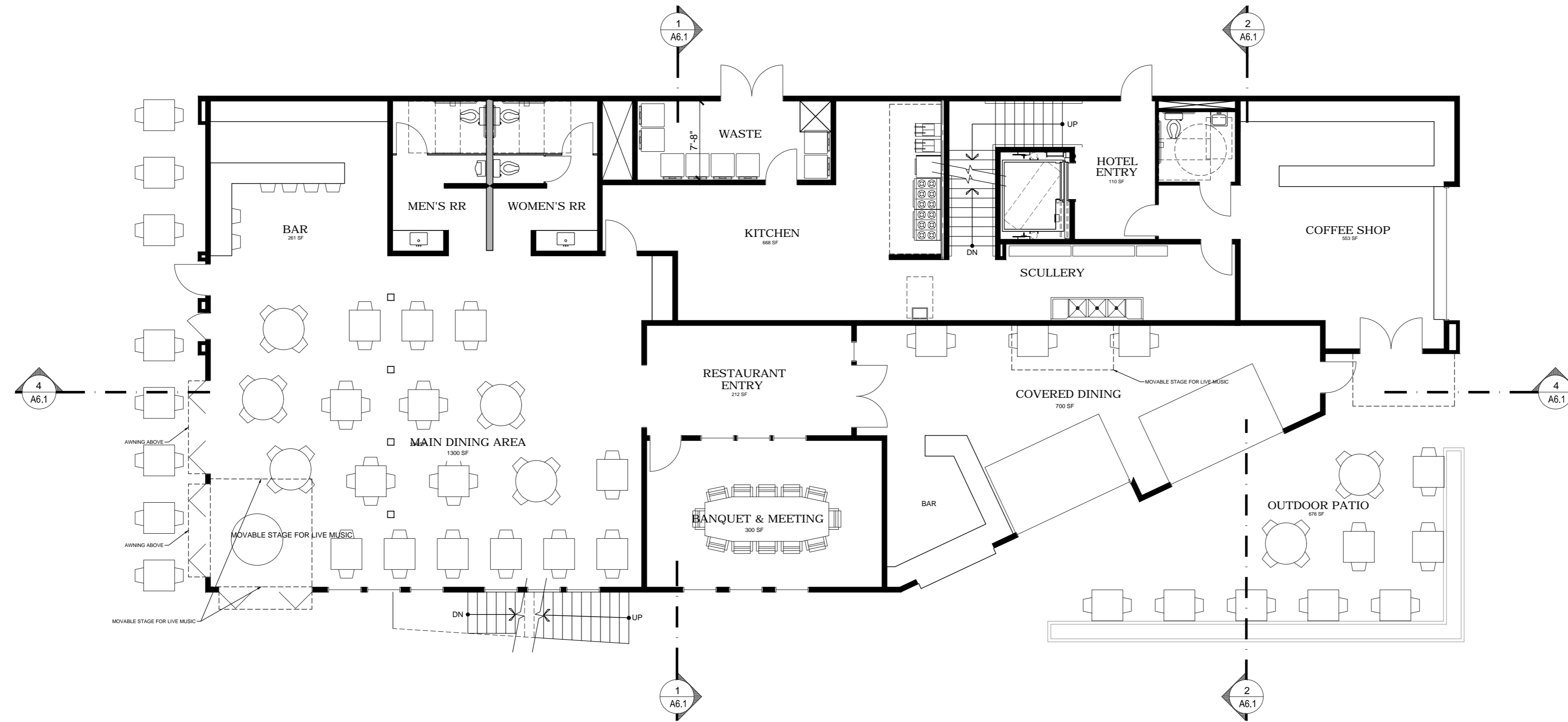
NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A2.1
SHEET NUMBER

FLOOR PLAN GENERAL NOTES

- A. THERE SHALL BE NO DIRECT SURFACE FLOW DRAINAGE ACROSS THE PUBLIC SIDEWALK. CONTRACTOR TO VERIFY EXISTING UNDER SIDEWALK DRAINAGE IS WORKING PROPERLY AND REPLACE OR REPAIR AS NECESSARY.
- B. WALL AND CEILING MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN **CBC TABLE 803.9**.
- C. ALL 'PRIMARY' EXTERIOR DOORS SHALL HAVE CONTINUOUS PERIMETER VINYL WEATHER STRIPPING, ADA COMPLIANT FLOOR PROOF SILLS AND NONABSORBENT FLOOR AND WALL FINISHES WITHIN AT LEAST 2 FEET AROUND AND PERPENDICULAR TO SUCH OPENINGS.
- D. THIS ENTIRE BUILDING AND FACILITY SHALL BE IN COMPLIANCE WITH **2022 CBC CHAPTER 11B** ACCESSIBILITY TO PUBLIC BUILDINGS.
- E. INSTALLATION OF NFPA 13 FIRE PROTECTION SYSTEM IS REQUIRED AND SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT ADOPTED BUILDING AND FIRE CODES.
- F. FOR DOOR ADA SIGNAGE REQUIREMENTS REFER TO GENERAL NOTES ON A0.2 AND DETAILS ON SHEET A0.05

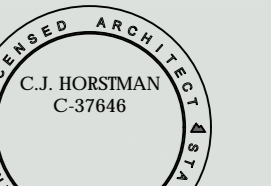


MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-4334



ARCHITECT OF RECORD

FLOOR PLANS
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF HAB GROUP ARCHITECTURE. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF H.A.B. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

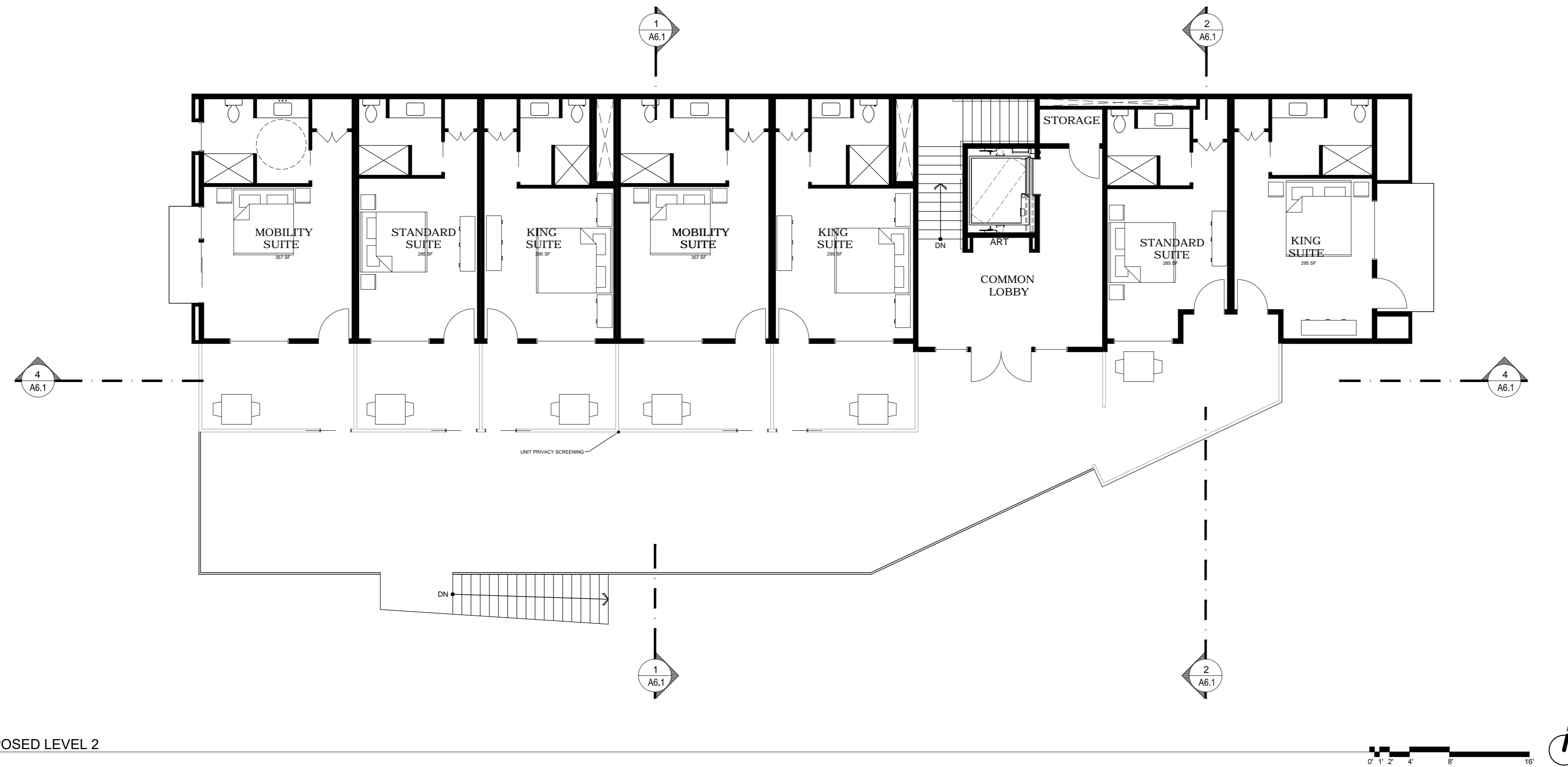
REVISION HISTORY

NO.	DESC.	DATE

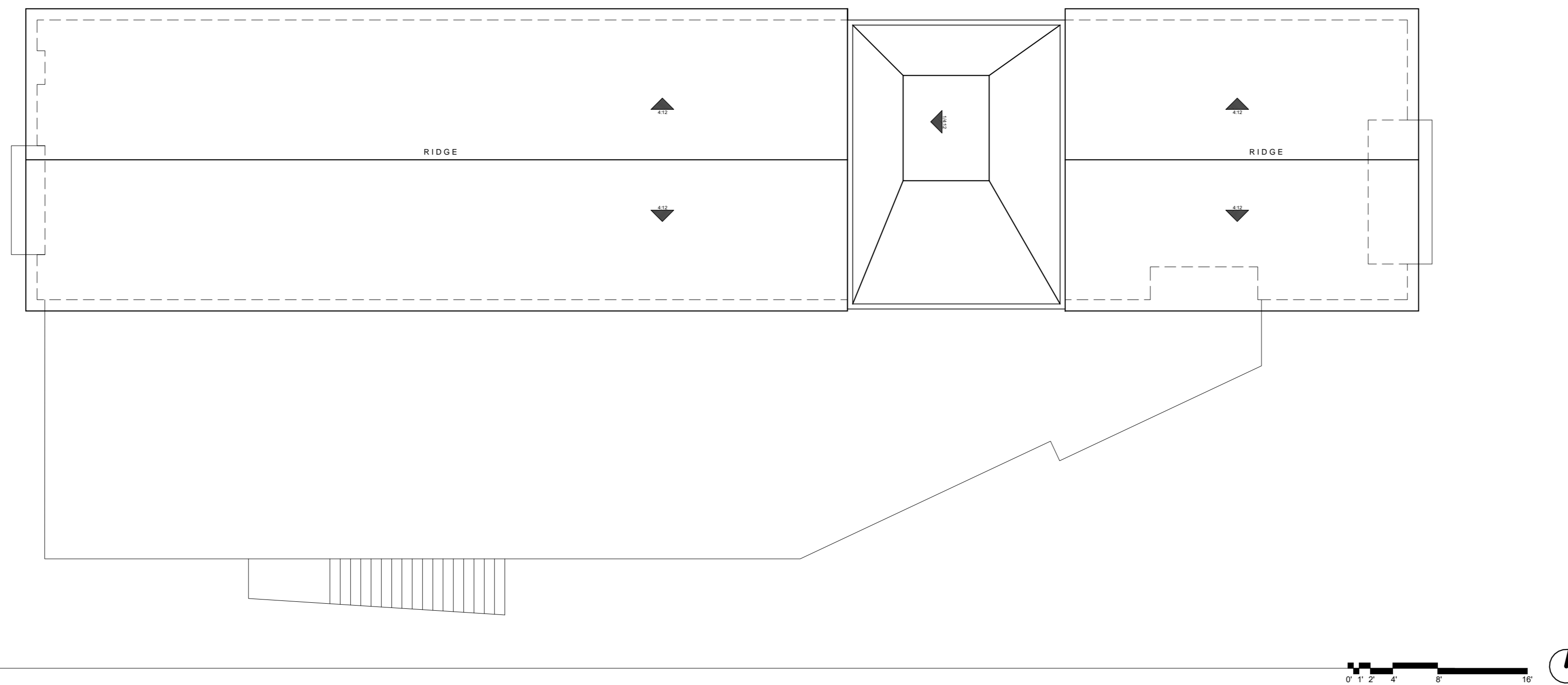
APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A2.2

SHEET NUMBER



1 PROPOSED LEVEL 2
1/8" = 1'-0"



2 PROPOSED ROOF PLAN
1/8" = 1'-0"

ROOF GENERAL NOTES

- A. PROVIDE ADEQUATE ROOF SLOPE FOR DRAINAGE (1/4" PER FOOT, MIN.) OR SUBMIT DEFLECTION AND PONDING CALCULATIONS.
- B. RADIANT BARRIER TO BE INSTALLED IN ACCORDANCE WITH THE T24 ENERGY REPORT.

FLOOR PLAN GENERAL NOTES

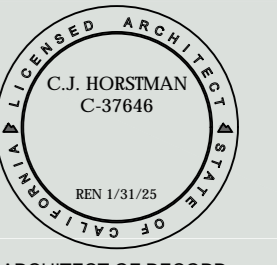
- A. THERE SHALL BE NO DIRECT SURFACE FLOW DRAINAGE ACROSS THE PUBLIC SIDEWALK. CONTRACTOR TO VERIFY EXISTING UNDER SIDEWALK DRAINAGE IS WORKING PROPERLY AND REPLACE OR REPAIR AS NECESSARY.
- B. WALL AND CEILING MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN **CBC TABLE 803.9**.
- C. ALL 'PRIMARY' EXTERIOR DOORS SHALL HAVE CONTINUOUS PERIMETER VINYL WEATHER STRIPPING, ADA COMPLIANT FLOOR PROOF SILLS AND NONABSORBENT FLOOR AND WALL FINISHES WITHIN AT LEAST 2 FEET AROUND AND PERPENDICULAR TO SUCH OPENINGS.
- D. THIS ENTIRE BUILDING AND FACILITY SHALL BE IN COMPLIANCE WITH 2019 **CBC CHAPTER 11B** ACCESSIBILITY TO PUBLIC BUILDINGS.
- E. INSTALLATION OF NFPA 13 FIRE PROTECTION SYSTEM IS REQUIRED AND SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT ADOPTED BUILDING AND FIRE CODES.
- F. FOR DOOR ADA SIGNAGE REQUIREMENTS REFER TO GENERAL NOTES ON A0.2 AND DETAILS ON SHEET A0.3

MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-4334



ARCHITECT OF RECORD

FLOOR AND ROOF PLAN

LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET
TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF HUBBARD BURNETT ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HUBBARD BURNETT ARCHITECT GROUP. THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A2.3

SHEET NUMBER

MATERIAL TYPES

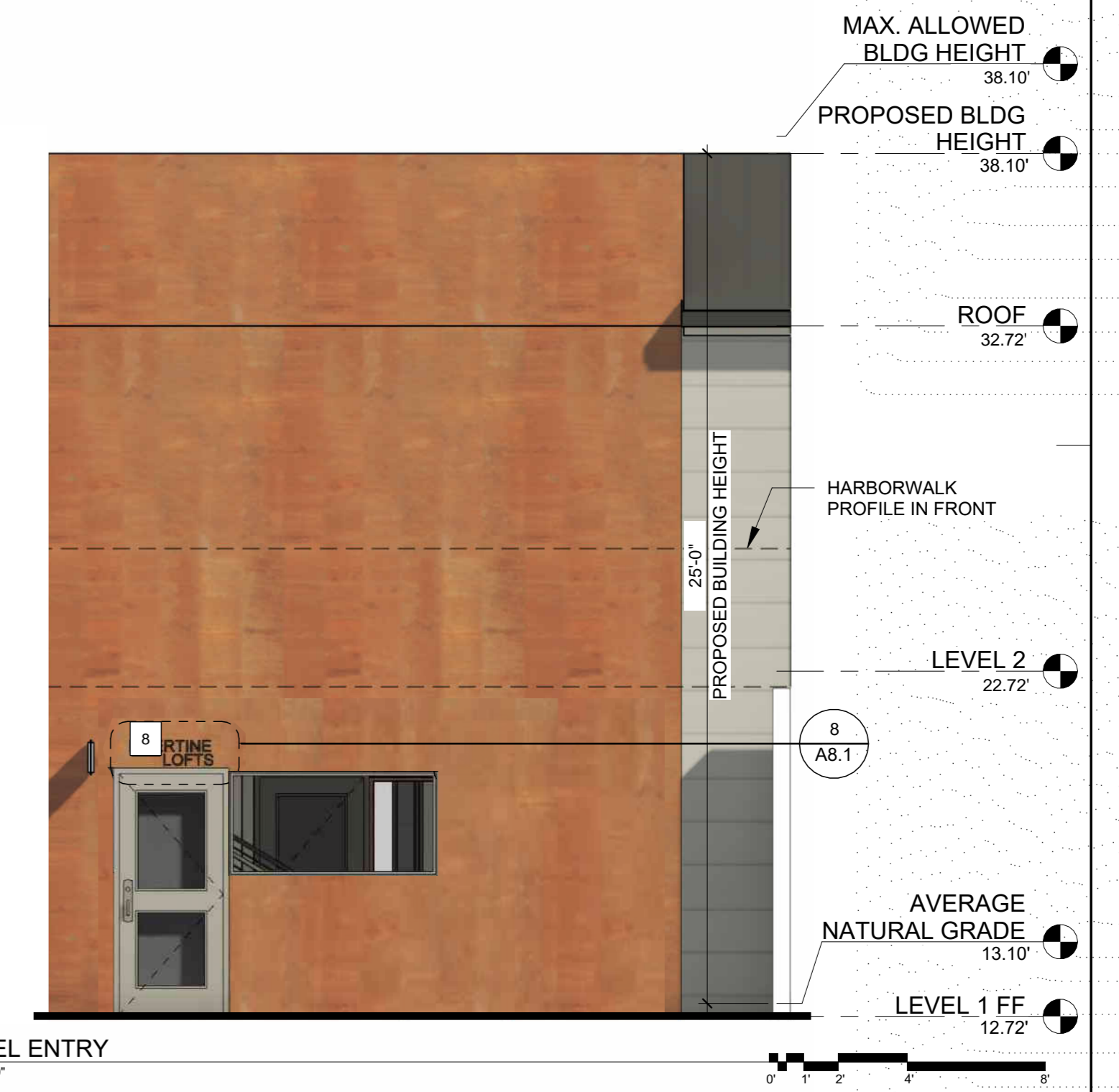
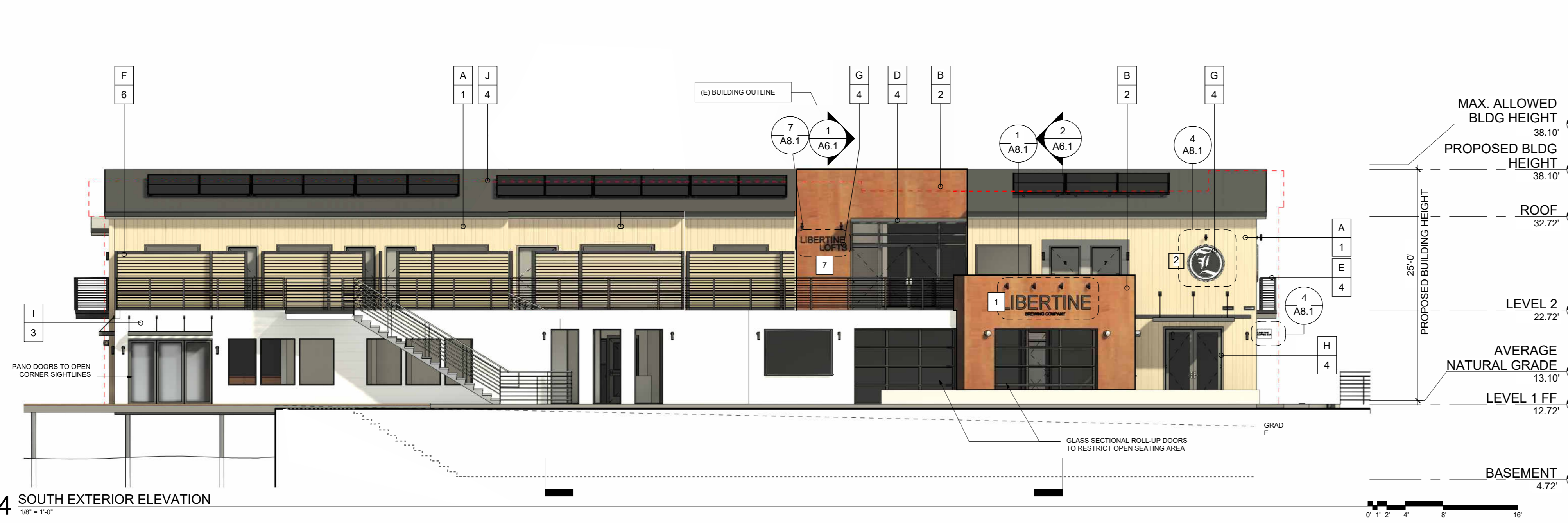
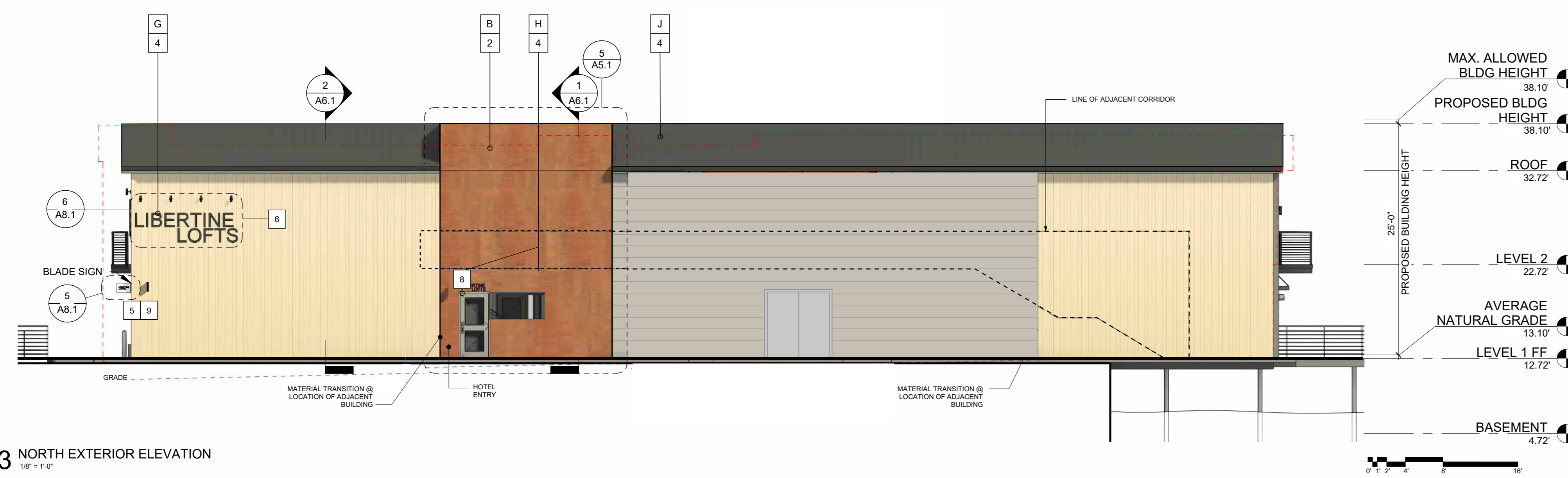
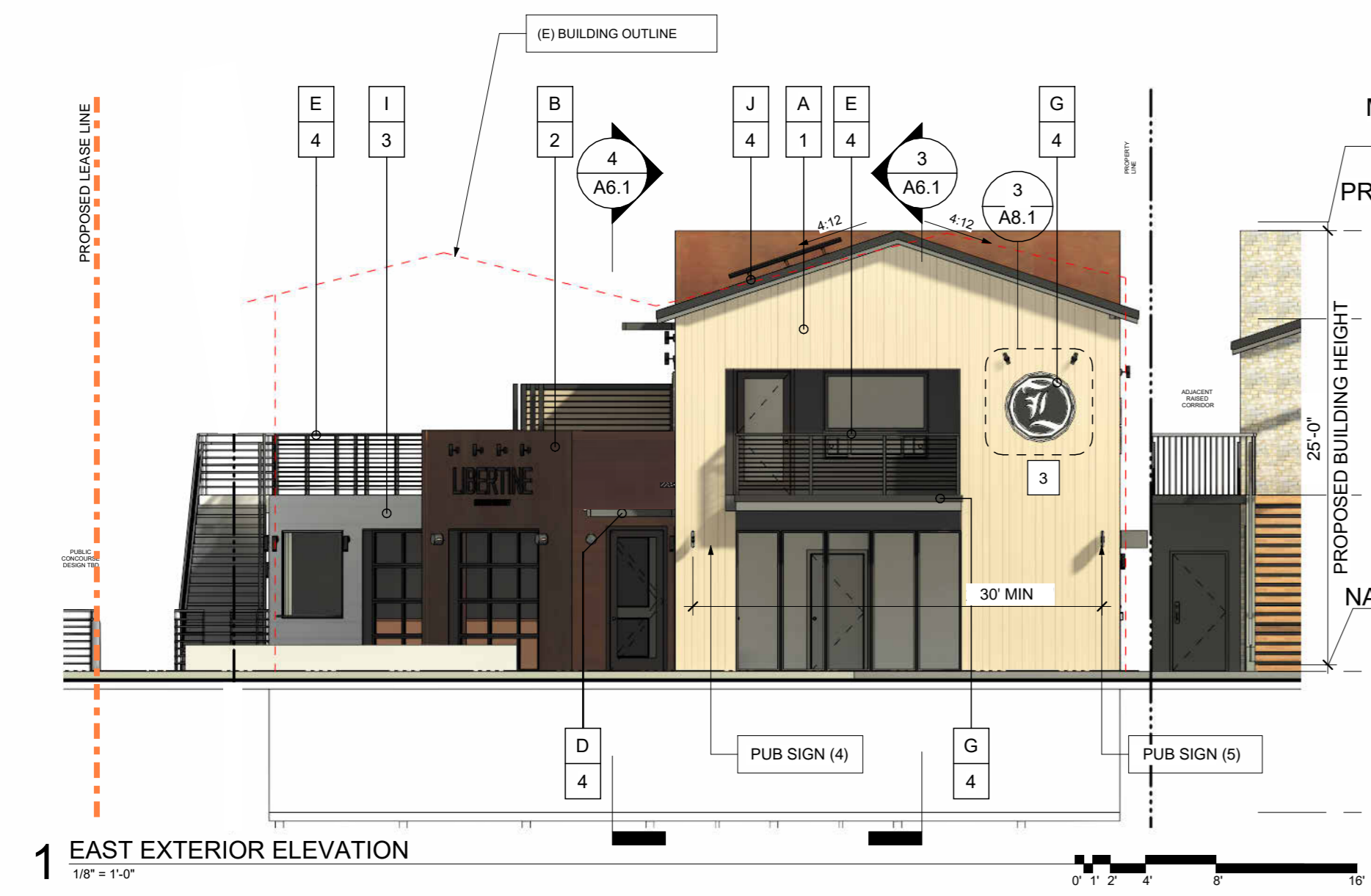
CODE	DESCRIPTION
A	COMPOSITE WOOD-LOOK RAINSCREEN SIDING, VERTICAL ORIENTATION
B	STEEL PANELS, TILE VERTICALLY
C	CORRUGATED METAL PANEL SIDING
D	STEEL AWNINGS FRAMING
E	STEEL HANDRAIL ASSEMBLY
F	WOOD PRIVACY SCREENING
G	FABRICATED ALUMINUM
H	ALUMINUM DOOR/WINDOW FRAMING
I	CEMENT FIBER SMOOTH SHIP LAP SIDING
J	STANDING SEAM ALUMINUM ROOFING

MATERIAL COLORS

CODE	DESCRIPTION
1	NATURAL WOOD-LOOK FINISH
2	CORTEN STEEL, NATURAL FINISH
3	PAINT, SW 7070 'SITE WHITE' OR SIM.
4	BLACK, FACTORY OR PAINT FINISH
5	METAL SALES 'OLD TOWN GREY' OR SIMILAR
6	NATURAL WOOD ACCENT, STAINED TO COMPLIMENT

MATERIAL BOARD

- FIBERON COMPOSITE WOOD-LOOK RAIN SCREEN SIDING OR SIMILAR
- CORTEN RUSTWALL CORTEN PANELS OR SIMILAR
- FIBERON CEMENT FIBER SMOOTH SHIPLAP SIDING OR SIMILAR
- METAL SALES METAL PANEL SIDING OR SIMILAR
- METAL SALES STANDING SEAM ROOF OR SIMILAR
- STAINLESS STEEL CABLE RAILING W/ 2x2 STEEL POSTS AND 1x4 STEEL CAP
- MILGARD DARK BRONZE WINDOW FRAMES OR SIMILAR



MORRO BAY STAMP AREA

ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP/PNET
805-544-4334

C.J. HORNSTMAN
C-37846

ARCHITECT OF RECORD

BUILDING ELEVATIONS
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF HAB GROUP. ALL RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF H.A.B. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A5.1
SHEET NUMBER



1 EAST EXTERIOR ELEVATION W. CONTEXT
1/4" = 1'-0"



2 WEST EXTERIOR ELEVATION
1/4" = 1'-0"

MORRO BAY STAMP AREA

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-4334

ARCHITECT OF RECORD

ELEVATIONS WITH
CONTEXT
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET
TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTREVIEWER OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED. OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OLA. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

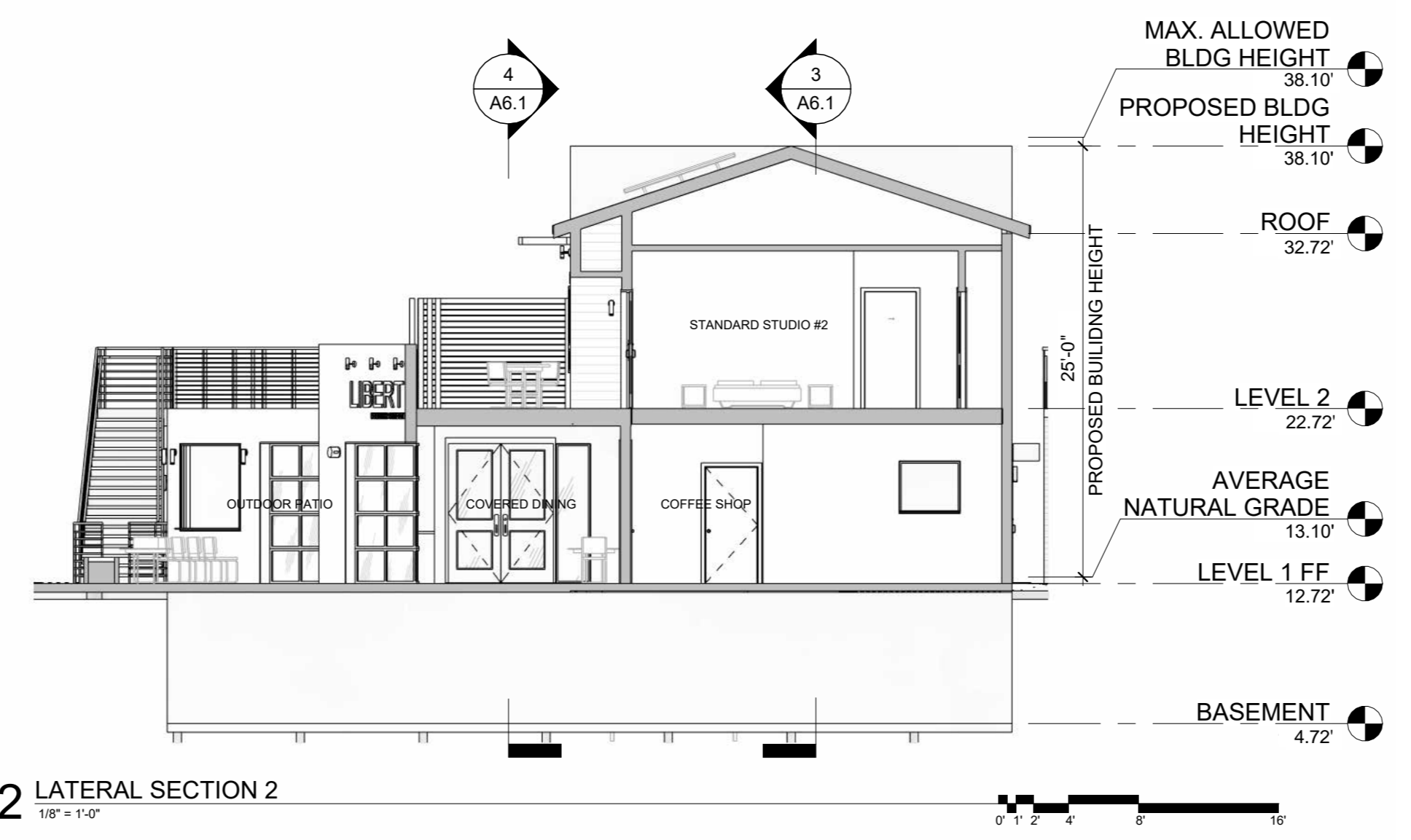
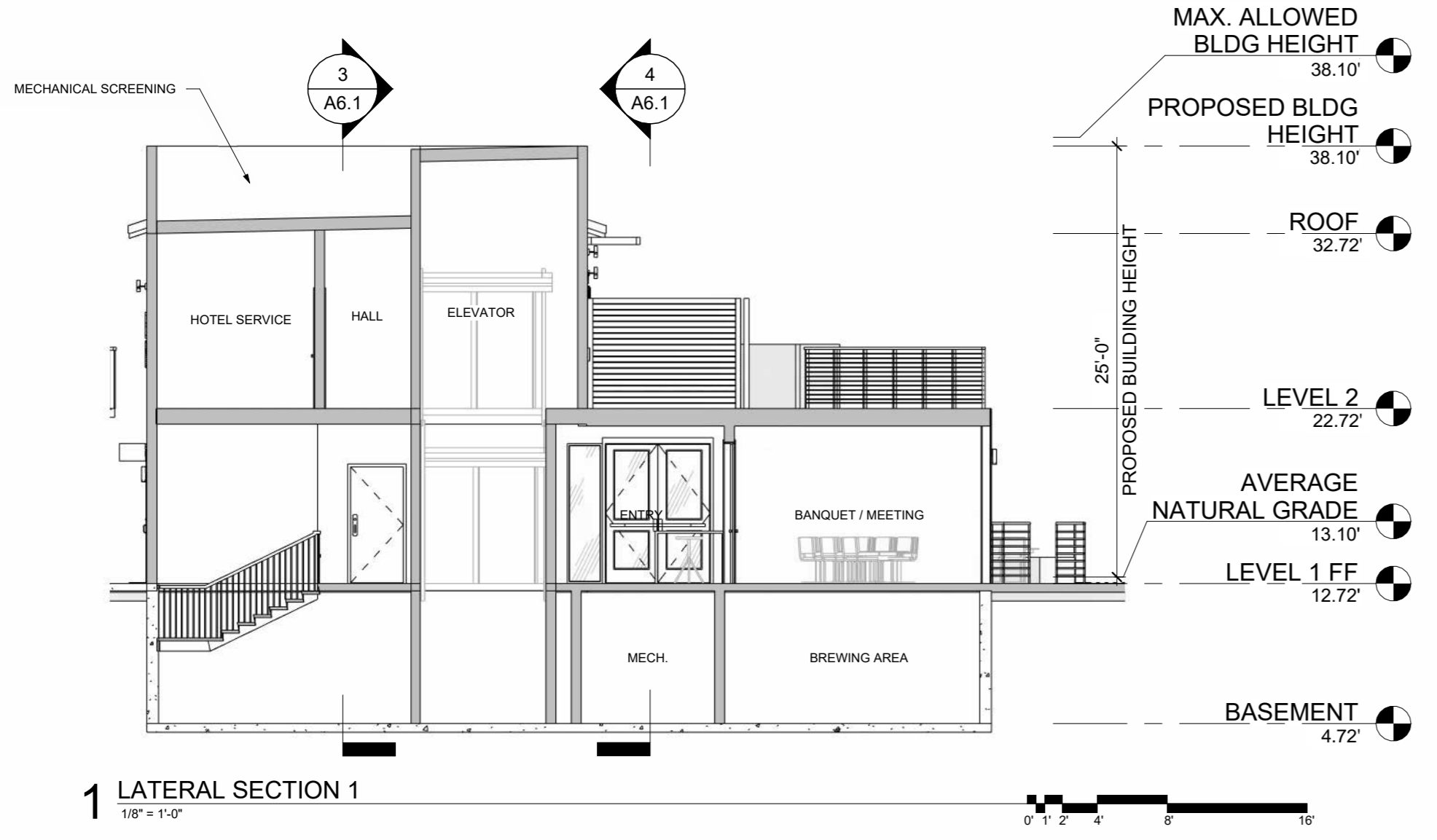
REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

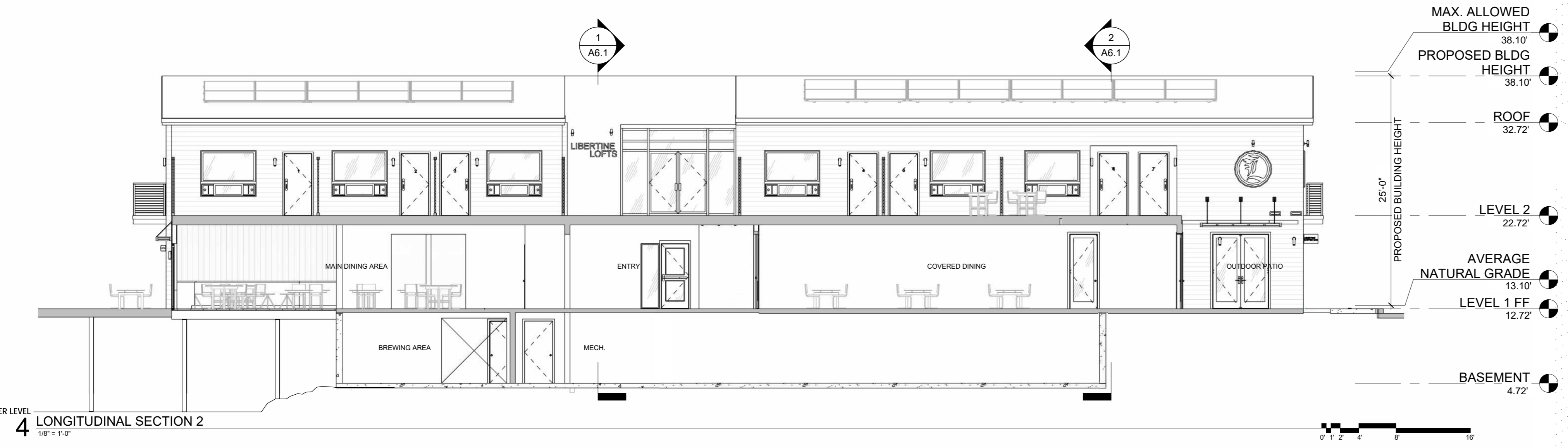
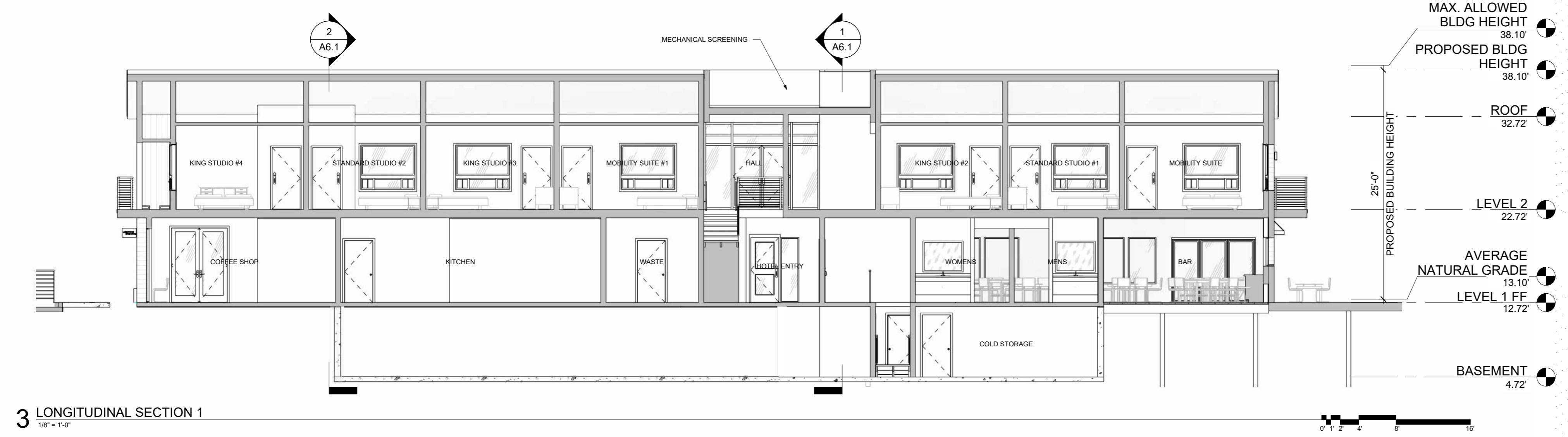
A5.2
SHEET NUMBER

1/20/2023 5:35:33 PM



SECTION GENERAL NOTES

- A. CONCRETE SLAB AND FOOTINGS ARE SHOWN DIAGRAMMATIC AND SHALL NOT BE USED FOR CONSTRUCTION. CONTRACTOR SHALL REFER TO FOUNDATION PLAN AND FOUNDATION DETAILS FOR EXACT SIZE, LOCATION AND OTHER REQUIREMENTS.
- B. CONTRACTOR SHALL PROVIDE MOISTURE BARRIER (WATERPROOFING, BUILDING PAPER, SHEET METAL AND APPROVED MATERIALS WHERE STUDS ARE ADJACENT TO RETAINING WALLS OR EXPOSED CONCRETE.
- C. PROVIDE 24 GA. GS FLASHING AT ALL WALL AND ROOF PENETRATIONS, VALLEYS AND BUILT-UP CRICKETS IN ACCORDANCE WITH 2022 CBC 1508 & 1509
- D. AIR INFILTRATION AND INSULATION SHALL BE COORDINATED WITH AND MEET THE CA ENERGY CODE. SHOW AND SPECIFY THE R-VALUE OF ALL REQUIRED INSULATION IN WALLS, CEILINGS AND FLOORS.



MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP/PNET
805-544-4334



ARCHITECT OF RECORD

SECTIONS
LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTRETERE OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF O.T.G. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A6.1
SHEET NUMBER

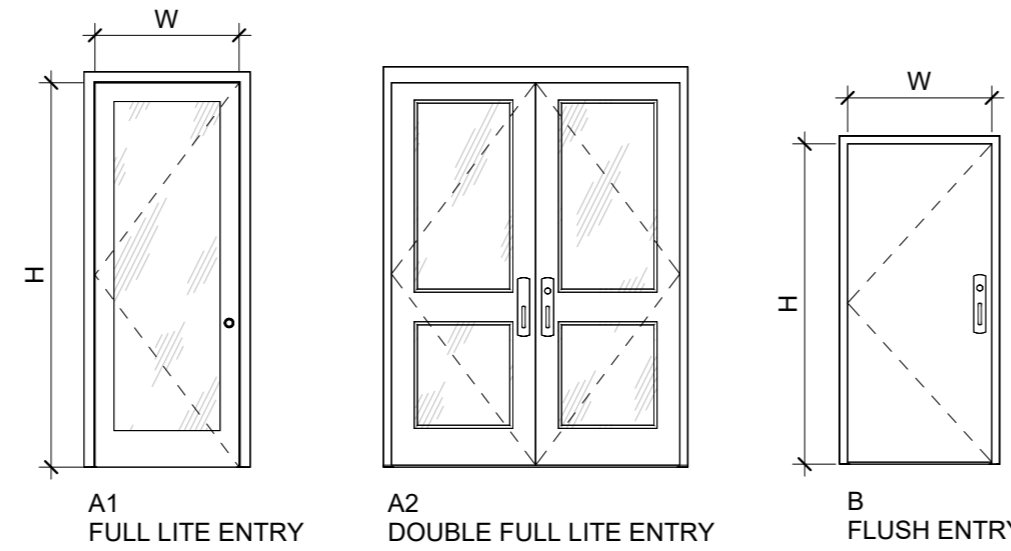
DOOR SCHEDULE

NO	TYPE	DOOR		FRAME		SIZE			DETAILS				REMARKS
		FIN	MATL	TYPE	FIN	W	H	THK	HEAD	JAMB	THSHLD	RATING	
BASEMENT													
001	D	FF	ST	AL	FF	3'-0"	6'-8"	0'-1 3/8"					
002	D	FF	ST	AL	FF	3'-0"	6'-8"	0'-1 3/8"					
004	D	FF	ST	AL	FF	3'-0"	6'-8"	0'-1 3/8"					
Y						0'-0"	7'-0"						
LEVEL 1 FF													
102A	A1	DB	AL	AL	DB	3'-0"	8'-0"	0'-1 3/8"					G2
102B					AL	12'-0"	8'-0"	0'-1 1/2"					
102C					AL	12'-0"	8'-0"	0'-1 1/2"					
103	A2	DB	AL	AL	DB	6'-0"	8'-0"	0'-1 3/4"					G2
104	A1	DB	AL	AL	DB	3'-0"	8'-0"	0'-1 3/8"					G2
105A	I	FF	AL	AL	DB	9'-0"	7'-0"	0'-3 1/8"					G2
105B	I	FF	AL	AL	DB	9'-0"	7'-0"	0'-3 1/8"					G2
105C	I	FF	AL	AL	DB	9'-0"	7'-0"	0'-3 1/8"					G2
105D	D	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
109A	D	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
109B	J	PTX	AL	AL	DB	7'-0"	7'-0"	0'-0 1/2"					
110A	D	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
110B						3'-0"	6'-8"	0'-1 3/4"					
111A	A2	FF	AL	AL	FF	6'-0"	8'-0"	0'-1 3/8"					G2
111B	A1	DB	AL	AL	DB	3'-0"	8'-0"	0'-1 3/8"					G2
111C	D	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
112	A1	DB	AL	AL	DB	3'-0"	7'-0"	0'-1 3/4"					G2
112A	A1	DB	AL	AL	DB	3'-0"	7'-0"	0'-1 3/4"					G2
112C	B	PT	ST	AL	PT	3'-0"	6'-8"	0'-1 3/4"					
LEVEL 2													
201	A2	DB	AL	AL	DB	6'-2 1/4"	6'-8 1/4"	0'-1 3/4"					G2
202	D	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
203A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
203B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
203C	G	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 1/2"					
203D	A1	DB	AL	AL	DB	3'-0"	7'-0"	0'-1 3/8"					G2
204A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
204B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
204C	G	PT	WD	WD	PT	2'-6"	6'-8"	0'-1 1/2"					
205A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
205B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
205C	G	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 1/2"					
206A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
206B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
206C	G	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 1/2"					
207A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
207B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
207C	G	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 1/2"					
208A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
208B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
208C	G	PT	WD	WD	PT	2'-6"	6'-8"	0'-1 1/2"					
209A	B	PT	ST	AL	DB	3'-0"	6'-8"	0'-1 3/4"					
209B	H	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 3/8"					
209C	G	PT	WD	WD	PT	3'-0"	6'-8"	0'-1 1/2"					
209D	C	DB	AL	AL	DB	6'-0"	7'-0"						G2

DOOR NOTES

- A. LOCKING DEVICES AT EXIT DOORS SHALL HAVE A PLAINLY MARKED AND READILY DISTINGUISHABLE MESSAGE PANEL INDICATING WHETHER THE LOCK IS IN THE "OPEN" OR "LOCKED" POSITION.
- B. MANUALLY OPERATED EDGE OR SURFACE-MOUNTED FLUSH BOLTS AND SURFACE BOLTS OR ANY OTHER TYPE OF DEVICE THAT MAY BE USED TO CLOSE OR RESTRAIN THE DOOR OTHER THAN BY OPERATION OF THE LOCKING DEVICE SHALL NOT BE USED. WHERE EXIT DOORS ARE USED IN AREAS AND APPROVED AUTOMATIC FLUSH BOLTS ARE USED, THE DOOR LEAF HAVING THE AUTOMATIC FLUSH BOLTS SHALL HAVE NO DOORSTOP OR SURFACE-MOUNTED UNLATCHING OF ANY LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION.
- C. ALL EXTERIOR DOORS SHALL BE WEATHERSTRIPPED.
- D. HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 34" AND 44" ABOVE THE FLOOR LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED AND WHICH ARE IN A PATH OF TRAVEL SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. LOCKED EXIT DOORS SHALL OPERATE AS ABOVE IN EGRESS DIRECTION.
- E. INTERIOR AND EXTERIOR THRESHOLDS SHALL BE NO HIGHER THAN 1/2 INCH ABOVE THE ADJACENT FLOOR LEVELS. EACH EXPOSED EDGE OF THRESHOLDS IS REQUIRED TO BE BEVELED OR SLOPED AT AN ANGLE NOT TO EXCEED 45 DEGREES SO THAT NO VERTICAL CHANGE OF ELEVATION EXCEEDS 1/4 INCH.
- F. THERE SHALL BE A FLOOR OR LANDING ON EACH SIDE OF A DOOR THAT SHALL NOT BE MORE THAN 1/2 INCH LOWER THAN THE THRESHOLD OF THE DOORWAY. ALL LANDINGS SHALL BE LEVEL EXCEPT FOR EXTERIOR LANDINGS WHICH MAY HAVE A SLOPE NOT TO EXCEED 1/4 INCH PER FOOT.
- G. MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 LBS. FOR EXTERIOR DOORS AND 5 LBS. FOR INTERIOR DOORS, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOORS. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED TO THE MAXIMUM ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 LBS.
- H. THE BOTTOM 10 INCHES OF ALL DOORS EXCEPT AUTOMATIC AND SLIDING DOORS SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION. WHERE NARROW FRAME DOORS ARE USED, A 10 INCH HIGH SMOOTH PANEL SHALL BE INSTALLED ON THE PUSH SIDE OF THE DOOR, WHICH WILL ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.
- I. BARS, GRILLES, GRATES, OR SIMILAR DEVICES PLACED OVER EXIT DOORS, SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, TOOL, OR ANY SPECIAL KNOWLEDGE OR EFFORT. SUCH BARS, GRILLES, GRATES, OR SIMILAR DEVICES SHALL BE EQUIPPED WITH AN APPROVED RELEASE DEVICE FOR USE BY THE FIRE DEPARTMENT ONLY ON THE EXTERIOR SIDE FOR THE PURPOSE OF FIRE DEPARTMENT EMERGENCY ACCESS, WHEN REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- J. ALL GLAZING IN DOORS SHALL BE TEMPERED GLASS, EXCEPT WHERE FIRE-RATED AREAS ARE SCHEDULED, IN WHICH CASE WIRE-GLASS SHALL BE USED.
- K. SIGN ADJACENT TO MAIN EXIT DOORS SHALL STATE: "DOORS TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" WITH 1 INCH HIGH CONTRASTING LETTERS.
- L. DOOR DETAILS REFERENCED MAY NOT NECESSARILY SHOW HARDWARE SMOKE SEALS ETC. REFER TO RATING AND HARDWARE GROUP FOR WEATHERSTRIPPING, DOOR BOTTOMS OR SMOKE SEAL REQUIREMENTS.
- M. ALL DOOR MANUEVERING CLEARANCES AT MANUAL SWING DOORS MUST COMPLY WITH DETAIL 24A0.5

DOOR LEGEND



ROOM FINISH SCHEDULE

NO	ROOM NAME	BASE			WALLS				CEILING			WAINSCOT			REMARKS
		FLR	MATL	FIN	NORTH	EAST	SOUTH	WEST	HGT	FIN	MATL	WALL	MATL	FIN	
Not Placed															
210	FIRST FLOOR														8'-0"
BASEMENT															
001	COLD STORAGE														7'-4 3/4"
002	STORAGE														8'-0"
003	BREWING AREA														8'-0"
004	MECH.														8'-0"
LEVEL 1 FF															
101	OUTDOOR PATIO														10'-0"
102	COVERED DINING														9'-0"
103	ENTRY														9'-0"
104	BANQUET / MEETING														9'-0"
105	MAIN DINING AREA														9'-0"
107	BAR														9'-0"
108	MENS														9'-0"
109	WOMENS														9'-0"
110	KITCHEN														9'-0"
111	COFFEE SHOP														9'-0"
112	HOTEL ENTRY														8'-0"
LEVEL 2															
201	HALL														10'-0"
202	HOTEL SERVICE														10'-0"
203	KING STUDIO #4														10'-0"
204	STANDARD STUDIO #2														10'-0"
205	KING STUDIO #3														10'-0"
206	MOBILITY SUITE #1														10'-0"
207	KING STUDIO #2														10'-0"
208	STANDARD STUDIO #1														10'-0"
209	MOBILITY SUITE														10'-0"

MATERIAL CODES

- CODE FLOOR MATERIAL**
 - CT MOSAIC TILE SHALL BE 12" x 12" FACE SIZE BY 1/4" THICK, UNGLAZED PORCELAIN, SQUARE EDGE WITH A STATIC COEFFICIENT OF FRICTION OF 0.4 OR LESS
 - XC EXPOSED CONCRETE
 - LAM LAMINATE, COORDINATE STYLE WITH OWNER
 - WD WOOD FLOORING, COORDINATE TYPE AND STYLE WITH OWNER. WOOD FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE METHODS OUTLINED IN THE NWFA'S INSTALLATION GUIDELINES MANUAL.
- CODE BASE MATERIAL**
 - CT GLAZED CERAMIC TILE BASE OVER HARDIE-BACKER, COORDINATE STYLE WITH OWNER
 - WD STAIN GRADE WOOD, VERIFY SHAPE WITH OWNER
- CODE WALL MATERIAL**
 - GB58 5/8" GYPSUM WALL BOARD
 - GB58M 5/8" GYPSUM WALLBOARD, MOISTURE RESISTANT W/ FIBERGLASS TAPE AND SETTING TYPE COMPOUND
 - GB58X 5/8" TYPE 'X' GYPSUM WALL BOARD
 - CT GLAZED CERAMIC TILE OVER HARDIE-BACKER, COORDINATE STYLE WITH OWNER
- CODE WALL FINISH**
 - NOTE: CONTRACTOR TO COORDINATE PAINT COLOR WITH OWNER UNLESS NOTED BELOW
 - PT4 PAINT, LEVEL 4 GYP, BD, FINISH
- CODE CEILING MATERIAL**
 - GB58 5/8" GYPSUM WALL BOARD
 - UF UNFINISHED, EXPOSED STRUCTURE
 - WD STAIN GRADE TONGUE & GROOVE WOOD
- CODE CEILING FINISH**
 - P PAINT, COORDINATE COLOR WITH OWNER
 - STN STAIN, COORDINATE COLOR WITH OWNER

DOOR AND WINDOW CODES

- NOTE: COORDINATE ALL COLORS AND STYLES WITH OWNER
- MATERIALS AND FINISHES**
 - VL VINYL
 - AL ALUMINUM
 - ST STEEL
 - FF FACTORY-FINISH
 - DB DARK BRONZE, MATTE FINISH
 - PTX PAINTED, EXTERIOR GRADE, COORDINATE WITH OWNER.

GLAZING TYPES

- G1 DUAL PANEL, LOW-E
- G2 DUAL PANEL, LOW-E, TEMPERED

DOOR HARDWARE

COORDINATE WITH OWNER

REMARKS

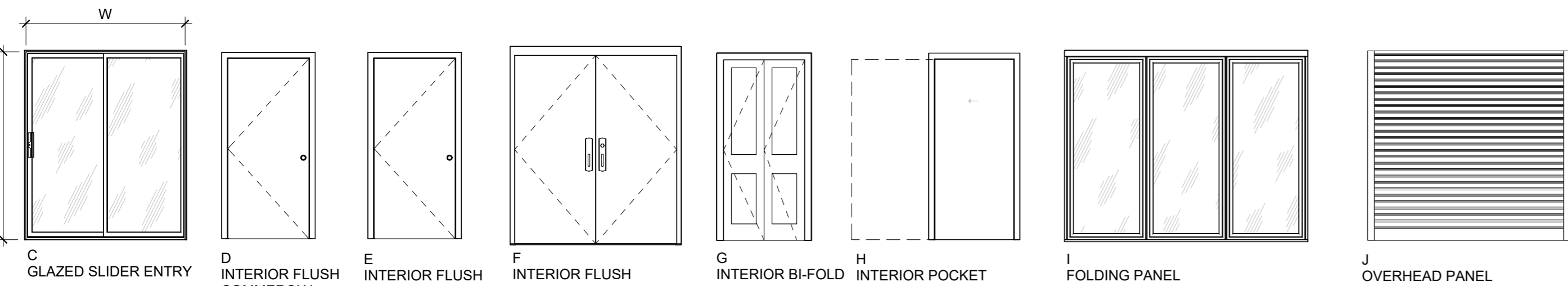
- R1 EXISTING TO REMAIN

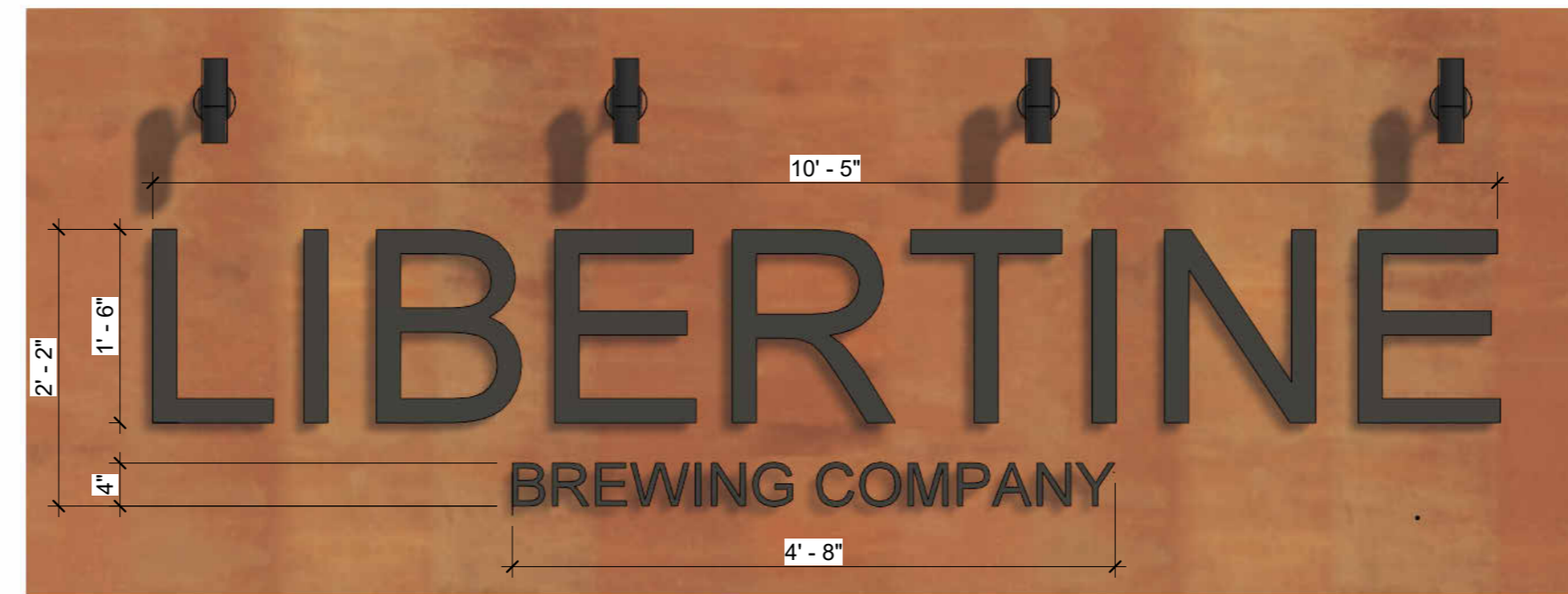
PLUMBING FIXTURE...

PLUMBING FIXTURES TO MEET CALGREEN MANDATORY MEASURES

REFER TO NOTES ON SHEET AD.3 AND AD.5

DESCRIPTION	MANUF.	MODEL
LEVEL 1 FF		
COFFEE SHOP		
16" Watercloset	TBD	TBD
Accessible Sink, Faucet, and Counter		
Accessible Grab Bars		
MENS		
16" Watercloset	TBD	TBD
Accessible Sink, Faucet, and Counter		
Urinal	TOTO	UT447
WOMENS		
16" Watercloset	TBD	TBD
16" Watercloset	TBD	TBD
Accessible Sink, Faucet, and Counter		
LEVEL 2		
KING STUDIO #2		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
60" Bathtub with Fixtures		
KING STUDIO #3		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
60" Bathtub with Fixtures		
KING STUDIO #4		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
60" Bathtub with Fixtures		
KING STUDIO #1		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
Roll-In Tub with Accessible Fixtures		
STANDARD STUDIO #1		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
60" Bathtub with Fixtures		
STANDARD STUDIO #2		
16" Watercloset	TBD	TBD
Sink basin and Faucet		
60" Bathtub with Fixtures		

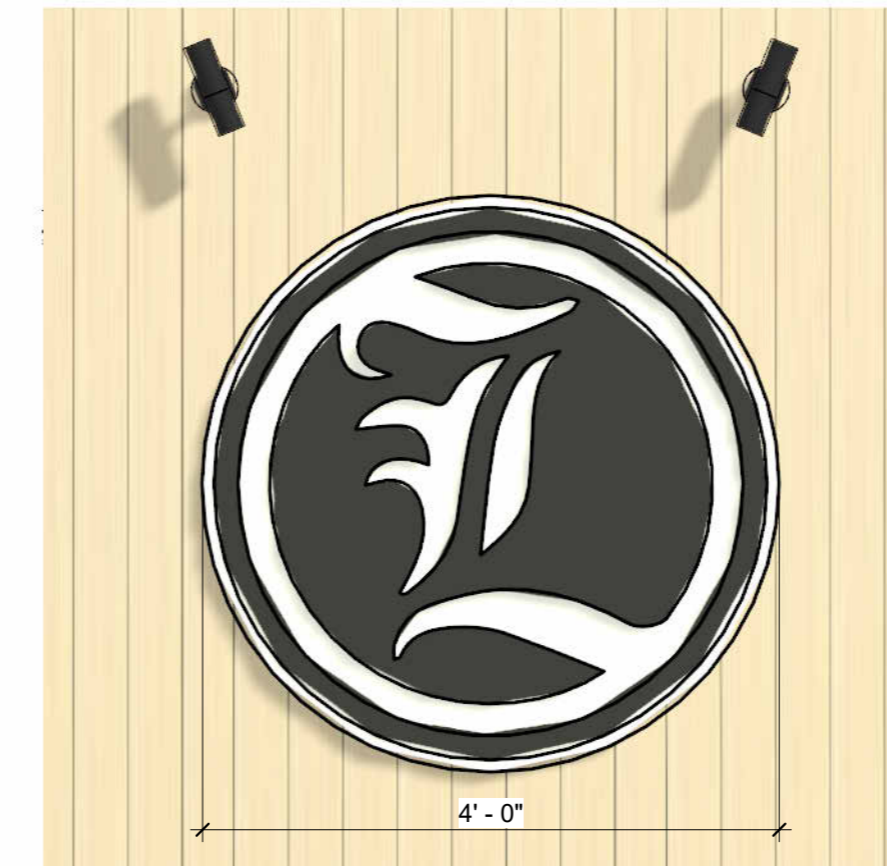




1 WALL SIGN (LETTERS MAIN)
3/4" = 1'-0"
 * SIGN TO BE METAL EXTERIOR ILLUMINATED. ATTACH PER MANUFACTURER SPECIFICATIONS.



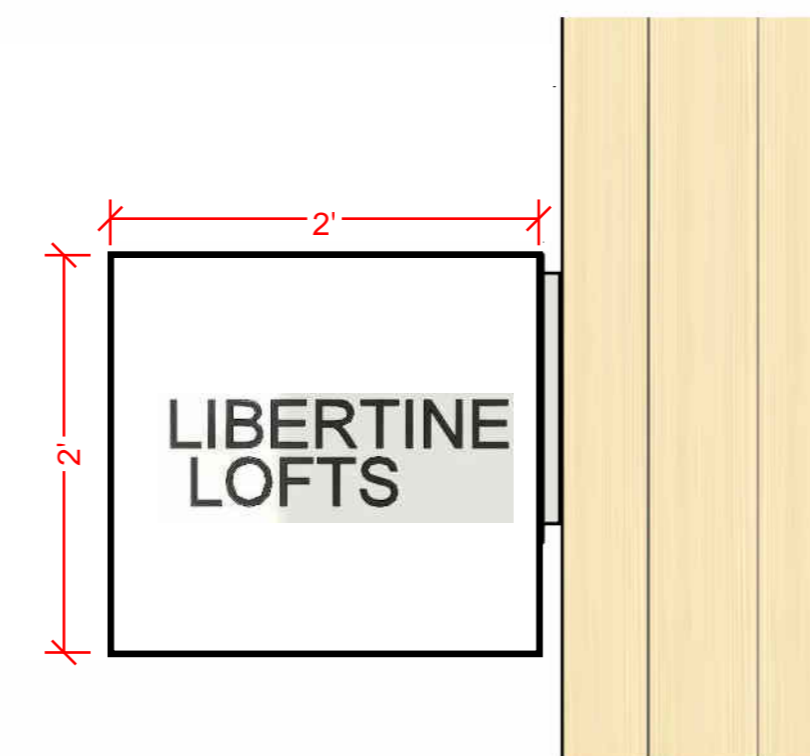
2 WALL SIGN (LOGO SOUTH)
3/4" = 1'-0"
 * SIGN TO BE METAL EXTERIOR ILLUMINATED. ATTACH PER MANUFACTURER SPECIFICATIONS.



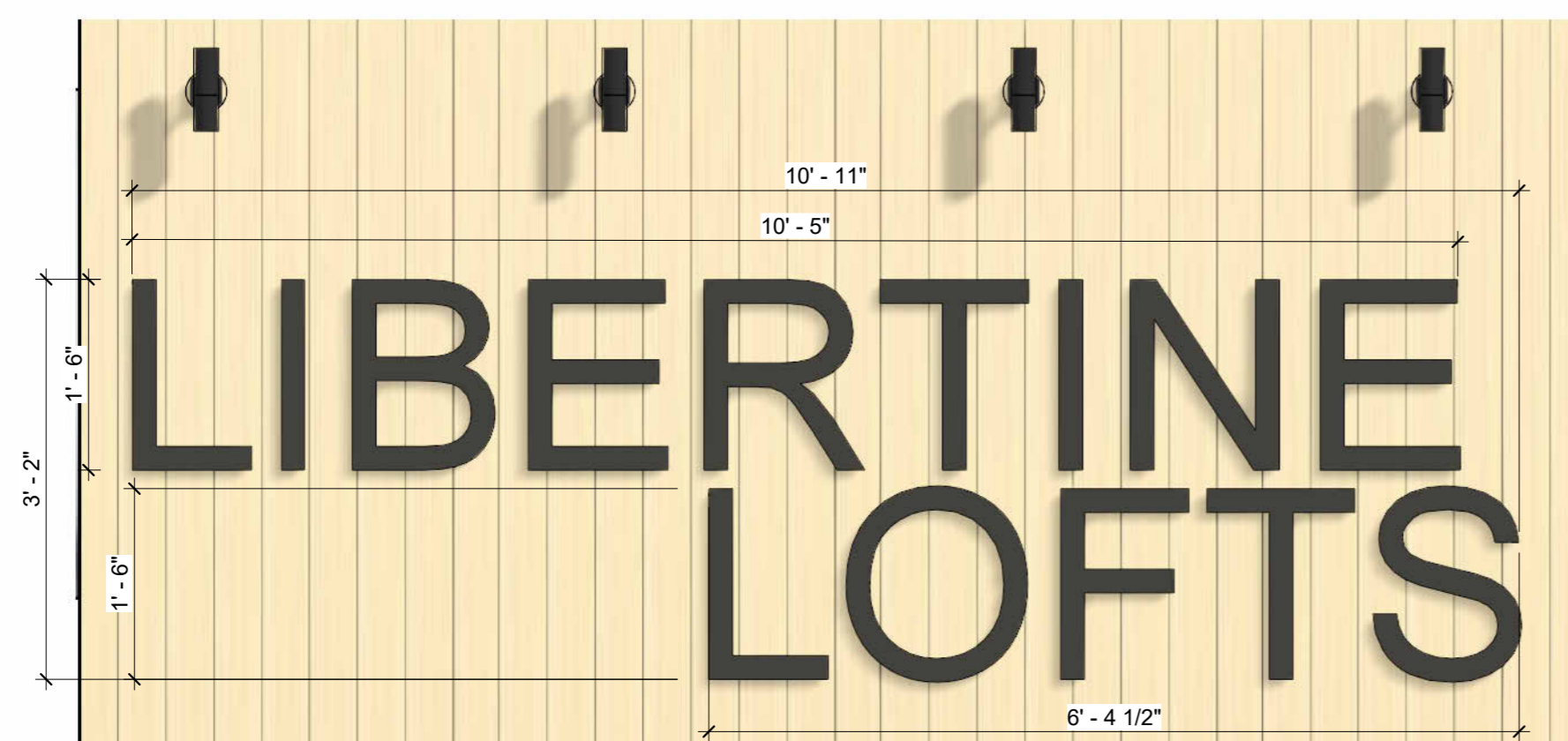
3 WALL SIGN (LOGO EAST)
3/4" = 1'-0"
 * SIGN TO BE METAL EXTERIOR ILLUMINATED. ATTACH PER MANUFACTURER SPECIFICATIONS.
 * PRIMARY FAÇADE SIGN



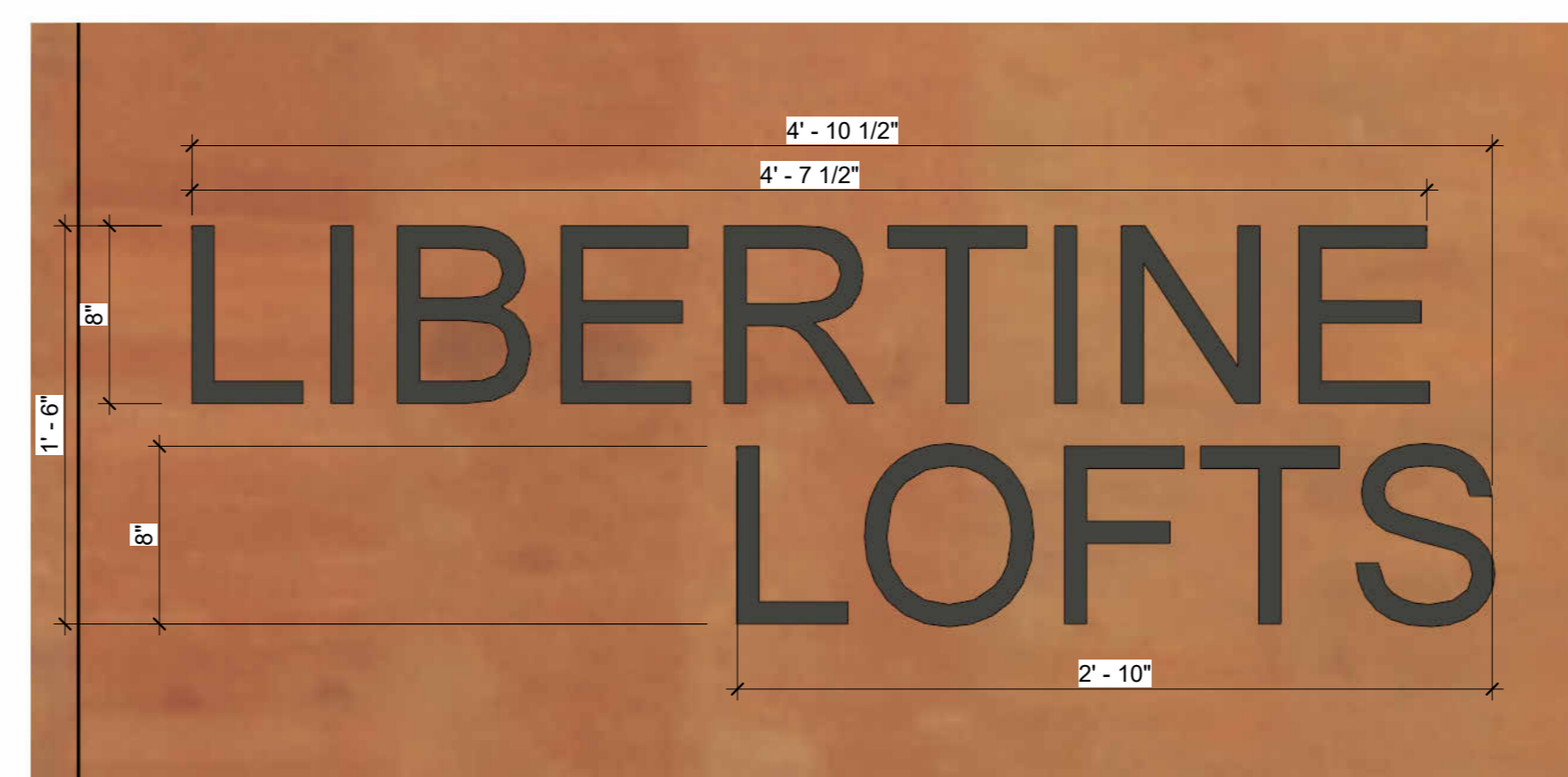
4 PUB SIGN (COFFEE)
1/12" = 1'-0"
 * SIGN TO BE METAL. ATTACH PER MANUFACTURER SPECIFICATIONS.



5 PUB SIGN (LOFTS)
1/12" = 1'-0"
 * SIGN TO BE METAL. ATTACH PER MANUFACTURER SPECIFICATIONS.



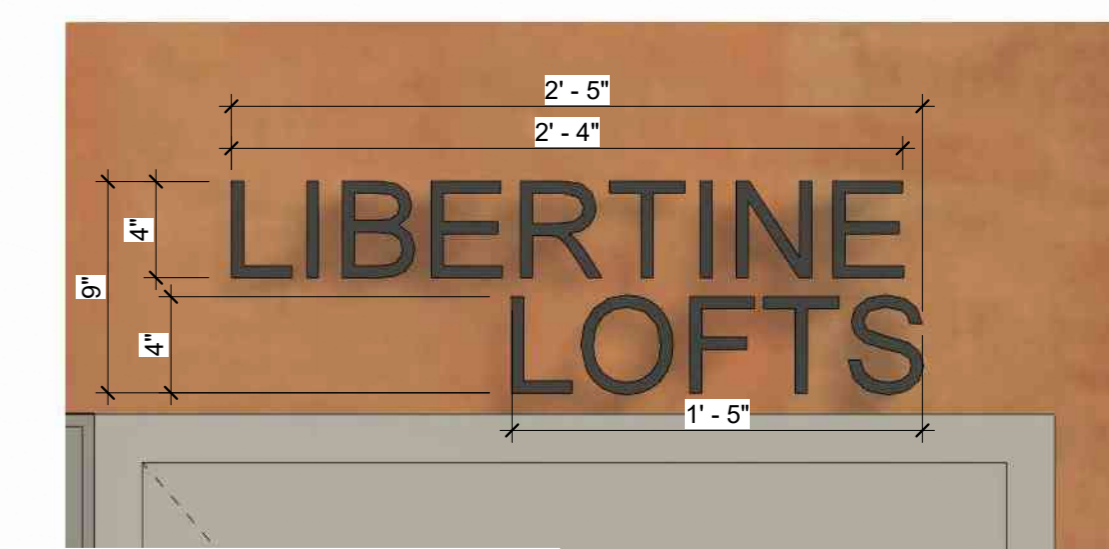
6 WALL SIGN (LETTERS NORTH)
3/4" = 1'-0"
 * SIGN TO BE METAL EXTERIOR ILLUMINATED. ATTACH PER MANUFACTURER SPECIFICATIONS.



7 WALL SIGN (LETTERS SECONDARY)
1/12" = 1'-0"
 * SIGN TO BE METAL. ATTACH PER MANUFACTURER SPECIFICATIONS.

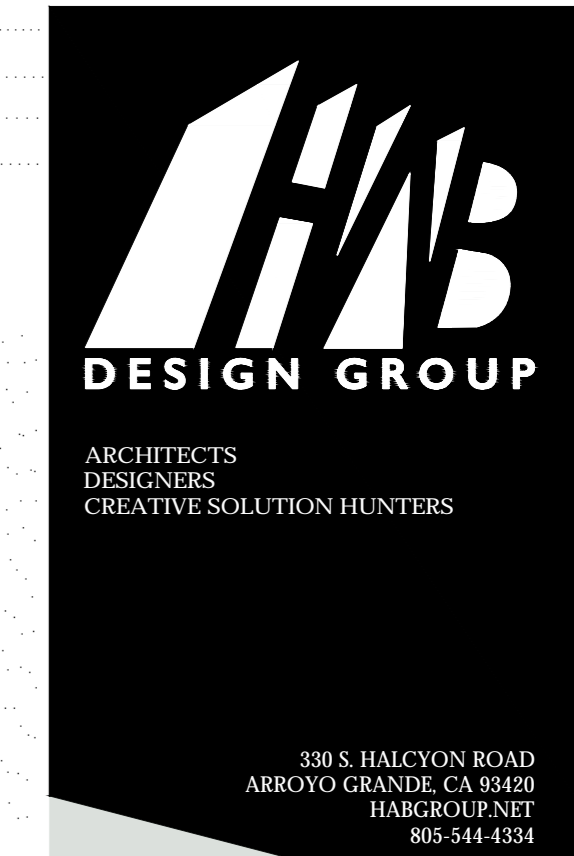
SIGNAGE CALCULATIONS

Mark	Sign Type	Dimensions	Total Sq. Ft.
East Elevation:			
	3 WALL SIGN (LOGO EAST)	4' DIA	16 SF
	4 PUB SIGN (COFFEE)	2'x2'	4 SF
	5 PUB SIGN (LOFTS)	2'x2'	4 SF
Subtotal			24 SF
South Elevation:			
	1 WALL SIGN (LETTERS MAIN)	15'-5" x 2'-2"	22.57 SF
	2 WALL SIGN (LOGO SOUTH)	4' DIA	16 SF
	7 WALL SIGN (LETTERS SECONDARY)	4'-10.5" x 1'-4"	7.31 SF
Subtotal			45.88 SF
West Elevation: NO SIGNAGE PROPOSED			
Subtotal			0 SF
North Elevation:			
	6 WALL SIGN (LETTERS NORTH)	10'-11" x 3'-2"	34.57 SF
	8 WALL SIGN (LETTERS LOFTS)	2'-5" x 0'-9"	1.81 SF
Subtotal			36.38 SF
Total Proposed All Elevations			106.26
Primary Façade Area (east elevation)			= 317 sf proposed
Secondary Façade Area (other elevations)			= 86.83 sf proposed.



8 WALL SIGN (LETTERS LOFTS)
1/12" = 1'-0"
 * SIGN TO BE METAL. ATTACH PER MANUFACTURER SPECIFICATIONS.

MORRO BAY STAMP AREA



SIGNAGE
 LIBERTINE MORRO BAY
 801 EMBARCADERO
 LEASE SITES 86 & 86W
 MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTREVIEWER OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED. OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OJLA. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A8.1
 SHEET NUMBER

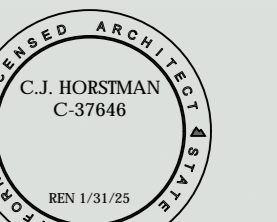


MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-4334



ARCHITECT OF RECORD

PROJECT IMAGES

LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET
TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTRETE/RE/MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OTE/RE. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A9.1

SHEET NUMBER



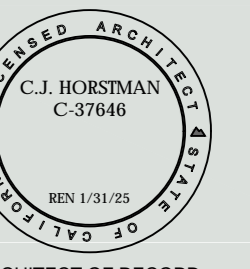
1/20/2023 5:35:52 PM

MORRO BAY STAMP AREA



ARCHITECTS
DESIGNERS
CREATIVE SOLUTION HUNTERS

330 S. HALCYON ROAD
ARROYO GRANDE, CA 93420
HABGROUP.NET
805-544-1334



ARCHITECT OF RECORD

PROJECT IMAGES

LIBERTINE MORRO BAY
801 EMBARCADERO
LEASE SITES 86 & 86W
MORRO BAY, CA

SHEET TITLE

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF OUTREVIEW OR MILLER ARCHITECT GROUP. ALL COMMON COPYRIGHT AND OTHER PROPERTY RIGHTS RESERVED. THIS DOCUMENT SHALL NOT BE DUPLICATED, COPIED, DISCLOSED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT HAS BEEN PREPARED, OR ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF OJL. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REVISION HISTORY

NO.	DESC.	DATE

APP #	--
APN #	006-322-008
JOB #	20-185
DATE	2023-11-01
DRAWN BY:	TW
CHECKED BY:	TM

A9.2

SHEET NUMBER



AGENDA NO: 9.a
MEETING DATE: August 13, 2024

Staff Report

TO: Honorable Mayor and City Council

DATE: August 8, 2024

FROM: Gregory Kwolek, Public Works Director
Damaris Hanson, Utilities Division Manager

SUBJECT: Professional Services Agreements for Hydrogeologic Support for the Recycled Water Program and the Morro Basin Extraction Well Project.

RECOMMENDED ACTION

Authorize the City Manager to execute:

1. An agreement with GSI Water Solutions, Inc. (GSI) to provide Injection Well Design and Construction Support Services for the Recycled Water Program in an amount not to exceed \$493,225, which includes a 10% contingency budget executable by the City Manager.
2. An agreement with GSI to provide Design and Construction Support Services for the Morro Basin Extraction Well project in an amount not to exceed \$184,352, which includes a 10% contingency budget executable by the City Manager.

FISCAL IMPACT

Funding for Recommended Action 1 is included in the approved [WRF Program budget of \\$9,424,174 for the Recycled Water Program](#). Currently, the City expects to cover these costs through a mixture of funding sources, including the awarded Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan, the State Water Resource Control Board's (SWRCB) Clean Water State Revolving Fund (CWSRF) Loan, the United States Bureau of Reclamation's (USBR) Title XVI Grant, and the California Department of Water Resources' (DWR) Integrated Regional Water Management (IRWM) Grant.

Funding for Recommended Action 2 is included in the Capital Improvement Project for the Morro Basin Extraction Well project in the adopted [FY 2023-24 \(\\$500,000\)](#) and [FY 2024-25 \(\\$1,250,000\)](#) Budgets and requested as a future [FY 2025-26 \(\\$1,734,900\)](#) capital project appropriation in the FY 2024-25 One-Year Capital Improvements budget. In addition to the budgeted funding for the new Morro Basin Extraction Well, staff intends to review potential available grant programs (e.g. Bureau of Reclamation's Drought Response Program: Drought Resiliency Projects, etc.) for opportunities to obtain outside funding for this project and reduce the costs to the City rate payers.

BACKGROUND/DISCUSSION

Recycled Water Program

The Recycled Water Program is a critical component of the City's strategy to reduce its reliance on imported State Water Project (SWP) water and develop a reliable, resilient local water supply. The Recycled Water Program includes advanced treatment facilities (i.e., reverse osmosis and ultraviolet disinfection with advanced oxidation) at the Water Resources Center to treat the City's wastewater and produce up to 825 acre-feet per year (AFY) of advanced purified water. The advanced purified water will be conveyed to the Morro Groundwater Basin (Morro Basin) for injection via a series of injection wells to augment groundwater replenishment and to offset potable water use to prevent

Prepared By: <u> DH </u>	Dept Review: <u> GK </u>
City Manager Review: <u> YK </u>	City Attorney Review: <u> LNL </u>

seawater intrusion and improve groundwater quality.

On November 14th, 2023, at a Joint Public Works Advisory Board (PWAB) and City Council Meeting, City Staff and the Recycled Water Program Team provided recommendations for implementation of the initial phase of the Recycled Water Program. These recommendations included construction of three (3) injection wells and recycled water connections for Lila Kaiser Park and Morro Bay High School, with the intent of meeting the following objectives:

1. Develop a local, drought proof water supply to reduce reliance on State Water and meet near- and long-term water supply reliability and resiliency needs.
2. Comply with the recycled water implementation requirements of the WRF Program Funding/Financing Agreements
3. Fulfill the City Council and Coastal Commission direction to incorporate Recycled Water as a component of the WRF Program

Included in the recommendations was approval of consultant agreements to support the implementation of initial phase of the recycled water program and to release a Request for Proposal (RFP) for design services for the injection wells and recycled water pipelines. The City Council approved City Staff's recommendations and included an amendment for City Staff to contact the SWRCB to confirm the minimum recycled water implementation requirements for the WRF Program's CWSRF Loan.

On February 27th, 2024, the City received a response letter from the CWSRF representatives formally documenting the minimum recycled water program implementation requirements. The response indicated that the City must construct indirect potable reuse facilities and a recycled water project capable of delivering 412.5 Acre-Feet per Year (AFY) within 5 years of completion of construction to comply with the terms of the CWSRF Loan Agreement. On March 12, 2024, City Staff and the Recycled Water Program Team presented the response letter from the SWRCB regarding the request for formal documentation of the minimum recycled water program implementation requirements to City Council.

With confirmation of the minimum implementation of the recycled water program, on May 6, 2024, City Staff and the Recycled Water Program Management Team released a Request for Proposals (RFP) for the procurement of hydrogeological design services for the injection wells design. A panel comprised of City Staff and the Recycled Water Program Manager reviewed a total of 2 responsive proposals. After conducting interviews with the responsive consultants, a recommended consultant was identified, and a proposed scope and fee estimate negotiated. Based on review of the submitted proposals and negotiations with the recommended consultant, staff recommends the City Council authorize the City Manager to execute an agreement with GSI to provide Injection Well Design and Construction Support Services in an amount not to exceed \$493,225, which includes a 10% contingency budget executable by the City Manager. The detailed scope and fee estimate Injection Well Design and Construction Support Services can be found in Attachment 1, GSI Injection Well Design and Construction Support Services Agreement. If approved, Injection Well Design and Construction Support Services would initiate in August 2024 and continue through December 2026.

Morro Basin Extraction Well

Separately from the Recycled Water Program, the Morro Basin Extraction Well project was approved in the FY 23/24 budget as a Water Capital Improvement Project. Here is the link that explain the project in more detail: [Capital Request | FY2024 Final Adopted Locked \(cleargov.com\)](#). The Morro Wellfield Rehabilitation Project intends to address several potential vulnerabilities of the Morro Wellfield by implementing key infrastructure modifications/additions to increase water production capacity, improve operational efficiency, and provide long-term reliability for the City's water production infrastructure. Currently, the project aims to rehabilitate the City's six active wells and install one new well, though staff may recommend additional improvements upon completion of a

needs assessment of the wells. The improvements to the existing wells will include rehabilitation or replacement of each of the following components: 1) Electrical, Instrumentation and Control (EI&C); 2) mechanical infrastructure; and 3) site civil and structural. The project components for the new wells will include: 1) well siting; 2) well drilling; 3) well equipping; and, 4) connection to the Brackish Water Reverse Osmosis Facility.

A key component of the rehabilitation project is the construction of a new extraction well to improve the reliability of the Morro Basin Wellfield and overall resiliency of the City's water supply portfolio. A number of the City's current wells are approaching the end of their remaining useful life and some of them are experiencing water quality problems. A new extraction well will provide the City with the needed additional production capacity, improved water quality and enhanced reliability required to maintain the resiliency of its water system. To facilitate procurement of hydrogeologic support services for a new Morro Basin Extraction Well, staff included Morro Basin Extraction Well Design and Construction Support Services in the RFP for the Injection Well Design and Construction Support Services. Based on review of the submitted proposals and performance during the interviews, staff recommends that the City Council authorize the City Manager to execute an agreement with GSI to provide Morro Basin Extraction Well Design and Construction Support Services in an amount not to exceed \$184,352, which includes a 10% contingency budget. The detailed scope and fee estimate for Morro Basin Extraction Well Design and Construction Support Services can be found in Attachment 2, GSI Morro Basin Extraction Well Design and Construction Support Services Agreement. If approved, Morro Basin Extraction Well Design and Construction Support Services would initiate in August 2024 and continue through December 31st 2026.

CONCLUSION

These agreements for hydrogeological services for consideration by the City Council are critical path items for completing the Recycled Water Program and improving the reliability of the Morro Basin Wellfield. Executing the Injection Well Design and Construction Support Services agreement is necessary to keep the Recycled Water Program on schedule to meet the deadlines set by WRF Program funding and financing agencies. Executing the Morro Basin Extraction Well Design and Construction Support Services is critical to improve the reliability of the Morro Basin Wellfield and overall resiliency of the City's water supply portfolio.

Staff recommends the City Council authorize the City Manager to execute:

1. An agreement with GSI Water Solutions, Inc. (GSI) to provide Injection Well Design and Construction Support Services for the implementation of the Recycled Water Component of the Water Reclamation Facility Program in an amount not to exceed \$493,225, which includes a 10% contingency budget executable by the City Manager.
2. An agreement with GSI to provide Morro Basin Extraction Well Design and Construction Support Services in an amount not to exceed \$184,352, which includes a 10% contingency budget executable by the City Manager.

ATTACHMENTS

1. GSI Injection Well Design and Construction Support Services Agreement
2. GSI Morro Basin Extraction Well Design and Construction Support Services Agreement

**AGREEMENT FOR SERVICES
BETWEEN CITY OF MORRO BAY AND
GSI WATER SOLUTIONS, INC.**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this thirteenth day of August, 2024 by and between City OF MORRO BAY, a California municipal corporation (“**City**”) and GSI WATER SOLUTIONS, INC., a Oregon 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 Four Hundred Ninety-Three Thousand Two Hundred Twenty-Five Dollars (\$493,225) (“**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 December 31st, 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 Susan Haupt, 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 Yvonne Kimball (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

Yvonne Kimball
City Manager

ATTEST:

Dana Swanson, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Chris F. Neumeayer by DS
Chris F. Neumeayer, City Attorney

CONSULTANT:

GSI WATER SOLUTIONS, INC., a Oregon Corporation

By: [Signature]
Susan Haupt
President

By: Liesel Deck
Liesel Deck
Chief Financial Officer

800 Quintana Road
Suite 2C
Morro Bay, CA 93442

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. Consultant will perform services described in Consultant's Scope of Work and Organization Chart attached hereto.**

- II. 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.**

Scope of Work – Injection and Monitoring Wells

We understand that the design and construction of the recycled water facilities (injection and monitoring wells) for the project are funded through a combination of funding from the U.S. Environmental Protection Agency’s Water Infrastructure Finance and Innovation Act, the State Water Resource Control Board’s Clean Water State Revolving Fund, the U.S. Bureau of Reclamation’s Title XVI, and DWR’s Integrated Regional Water Management programs. The IPR components of the project (injection wells and monitoring wells) are likely to be subject to unique grant-related project milestones and funding constraints

The scope of work presented below is based largely on the scope provided by the City in the RFP. *Text in italics indicates scope items added or modified by GSI from the scope of work defined in the RFP.*

Task 1 – Project Management

GSI will provide project management services throughout the project, including communication, coordination, and project team and agency/stakeholder meetings.

- **Project Coordination.** We will coordinate activities of the internal project team members, including managing communications, providing work direction, monitoring subconsultant activities and progress, and preparing requested materials and deliverables.
- **Project Controls.** GSI will maintain the project schedule throughout the duration of the project to ensure that we hit project milestones to allow the City to meet the deadlines associated with its WRF Program funding/financing agreements. Furthermore, GSI will closely monitor project budget with respect to individual tasks and specifically itemize expenses, subconsultants and other project costs, as necessary.
- **Team Meetings.** We will prepare for and participate in meetings occurring every 2 weeks with the RWF Project Team (City Staff, RWF Project Manager, and other RWF Project supporting consultants). We have assumed that Julie Garofalo will attend these meetings twice monthly for the duration of the project, with less time-intensive support from Brian Franz, Dave O’Rourke, and/or Tim Thompson.
- **External Agency/Stakeholder Meetings.** GSI will prepare for and participate in external agency/stakeholder meetings, as necessary, to support completion of the project. GSI assumes four such meetings for planning and budgeting purposes.
- **QA/QC.** GSI will prepare a Quality Management Plan outlining the overall approach to managing quality for the project design and construction. The plan will adhere to GSI’s QA/QC Policy, which stipulates that all deliverables must be reviewed by a principal or senior-level employee that is qualified in the subject matter and has been involved with the task from the start, and documents that are authored by a principal or senior-level employee will undergo a peer review by another principal or senior-level team member.
- **Invoicing and Progress Reports.** GSI will prepare and provide monthly invoices and progress reports describing activities performed during that period.

Task 2 – Data Collection and Review

Task 2.1 – Data Review

The GSI Team will leverage City and consultant reports dating back to the 1980s collected during our development of the BOD Report. CHG is also familiar with archival reports and information dating back decades. This past experience will enable us to streamline efforts on this task. For any additional data needed from the

City or the RWF Project Team, GSI will prepare and manage any requests for information related to the project. We will also conduct site visits to determine precise measurements and obtain photographs, as necessary.

GSI will review applicable engineering plans, hydrogeologic reports, municipal code requirements, industry standards, and records necessary to complete the hydrogeologic services for the project.

Task 2.2 – Geophysical Data Collection

CHG will conduct a geophysical investigation that will help define and delineate both the base of permeable sediments and alluvial stratigraphy associated with the site, which will inform the IPR project model and assist with injection/monitoring well field design. To accomplish this, two geophysical methods will be employed: an electrical resistivity tomography (ERT) method, which measures the relative resistance of lithologic units within the subsurface, and a passive seismic method (HVSr), which would look for velocity changes associated with lithologic changes in the subsurface, particularly the shift between the alluvium and the underlying Franciscan Formation bedrock. This work would be undertaken through a collaboration between CHG and California State Polytechnic University San Luis Obispo (Cal Poly).

The anticipated scope of work consists of the following tasks:

- Develop a Lidar Topography map of the area of investigation.
- Obtain any necessary City encroachment permits to conduct the geophysical investigation.
- Conduct electrical resistivity surveys (up to 6 lines – approximately 1,800 meters of total length).
- Conduct an HVSr passive seismic investigation with 40-60 points to supplement the ERT survey.
- Process all geophysical data to create figures illustrating results across the area of geophysical investigation.
- Produce a memorandum discussing the investigation and interpreted results.

Deliverable: Geophysical Investigation Memorandum, including figures illustrating the geophysical results and interpretation.

Task 3 – Preliminary Design and Contract Documents

The GSI Team will prepare the necessary construction contract documents for the project. These shall include well design plans, technical specifications, and cost estimates for the initial phase of the project, based on the well location recommendations and design criteria included in the Engineer’s Conceptual Design Report (to be provided by another consultant). This scope of work does not include detailed design for the full build-out phase of the project, which anticipates an injection capacity of over 800 AFY and installation of additional injection and monitoring wells. However, the design for the initial phase project shall consider the future expansion of the project.

Contract documents will be completed in two submittals: Draft and Final Bid Documents. Prior to each submittal, the work product will be reviewed and revised in accordance with the Quality Management Plan. Submittal of the Draft review documents will occur at a Project Review Workshop with the entire RWF Project Team in attendance. The contents of the submittal will be presented to the City and the RWF Project Team to familiarize the group with the information being submitted and the design logic used in its preparation.

The design and contract documents for the initial phase of the project will include **two injection wells and up to five monitoring wells**. *Each of the components of drilling project implementation detailed in the following sections may apply to both types of wells, while some may apply only to the injection wells but not the monitoring*

wells. An effort is made to maintain this differentiation in the following text. Budget estimates reflect the GSI Team's best professional judgement of the requirements of each type of well installation.

Our team will provide technical specifications for the equipment and materials needed to construct the facilities listed above. GSI and CHG both have hydrogeologists licensed in the state of California to stamp the technical specifications. The front-end documents (e.g., supplementary special conditions, Division 0 specifications, etc.) will be provided by the City or a separate consultant.

Task 3.1 – Initial Draft Well Plans and Specifications

The GSI Team will prepare and submit initial draft plans and specifications design package for two injection wells and up to five monitoring wells.

Different well types will likely require different drilling methods and contractors. GSI will bid the different types of wells in the manner that most benefits the City from a cost savings and administrative standpoint. The draft design package will include plans and specifications as follows:

- Initial draft plans that include temporary construction layouts in plan view, and vertical profiles for each well showing standard details of well drilling, construction, and testing. Temporary construction layout sheets will include allowed work and staging areas, location of any assets that must be protected or restored, anticipated temporary pipeline routing to water sources and disposal points, location of key drilling equipment, and access locations.
- Initial draft technical specifications are anticipated to include subdivisions for the following:
 - Well Disinfection
 - Temporary Well Construction Facilities covered in combined specification
 - Well Construction Sequence
 - Conductor Casing
 - Testing and Disposal of Drill Cuttings
 - Well Geophysical Logging and Caliper Survey
 - Final Well Design
 - Temporary Stabilization of Pilot Hole
 - Pilot Hole Drilling, Downhole Testing, and Reaming
 - Drilling Fluid Management Methods
 - Well Casings, Screens, and Accessories
 - Testing of Casing and Screen Plumbness and Alignment
 - Filter Pack, Fine Transition Sand, and Grout Seal
 - Lost Boreholes and Borehole Destruction
 - Well Development
 - Aquifer Pump Testing
 - Aquifer Injection Testing
 - Video Camera Survey of Well

Task 3.2 – Initial Draft Plans and Specifications Workshop

GSI will prepare and facilitate a workshop (in conjunction with CHG) with the entire RWF Project Team to review and discuss the initial draft well plans and specifications design package. GSI will generate a meeting agenda, any materials or exhibits necessary for the meeting, and will prepare meeting minutes for the workshop.

Task 3.3 – Final Draft Well Plans and Specifications

After incorporating appropriate RWF Project Team input from the workshop and any changes identified during the internal QA/QC review, the GSI Team will prepare and submit final draft plans and specifications design package for two injection wells and up to five monitoring wells. The GSI Team will finalize construction/bid documents to generate clear, complete, cross-checked and bid-ready design documents. We will perform a final review to confirm compliance with all permitting, funding/financing, and other final coordination items, and make any minimal final revisions necessary to produce a set of final construction/bid documents. These final construction/bid documents will be delivered for advertisement after the RWF Project Team's final approval.

Task 3.4 – Bid Phase Support Services

GSI will lead all bid phase services to support the project, including:

- Supporting distribution of plans and specifications to prospective bidders.
- Supporting the RWF Project Team in preparing addenda during the bidding period by answering technical questions as they relate to the project plans and specifications.
- Facilitating and leading a pre-bid meeting, which shall include a site walk to allow the prospective drilling contractors the opportunity to evaluate the site conditions.
- Responding to prospective bidder's questions during the bidding phase and preparing bid addendums, as necessary.
- Facilitating a bid opening conference, reviewing submitted bids, and determining if bidders are qualified and responsive to the technical requirements of the bid package.
- Preparing a bid summary sheet and bid award recommendations.

Task 4 – Permitting Support

Task 4.1 – County Well Permitting Support

The GSI Team will assist the drilling contractor and RWF Project Team in obtaining well drilling permits from the San Luis Obispo County Environmental Health Division.

Task 4.2 – Water Discharge Permitting Support

The GSI Team will assist with the following permitting support tasks:

- Assisting the drilling contractor and RWF Project Team in obtaining discharge permits/approvals from the relevant regulatory agencies.
- Updating an existing National Pollutant Discharge Elimination System Permit to regulate discharge of well development water.
- Updating the Waste Discharge Requirement by adding the new wells to the existing injection program permit.

Task 5 – Construction Management

The GSI Team will provide construction management, owner's representative services, and final design for **two injection wells and up to five monitoring wells**. Field service will be provided by the GSI Team on a critical path level. The GSI Team will provide part-time services for tasks requiring less supervision (e.g., reaming, mobilization), full-time equivalent during milestone phases (e.g., pilot borehole drilling), and round the clock coverage during critical stages (e.g., well construction).

Task 5.1 – Pre-Construction Meeting

The GSI Team will plan and facilitate a pre-construction meeting with the City, the RWF Project Team, and the selected drilling contractor to review key issues within the contract documents, technical specifications, prior work done to date, hydrogeologic understanding, and project coordination and logistics. Agenda items will include required submittals, inspections, permitting, work schedule, invoicing, and communication protocols.

Task 5.2 – Construction Management

The GSI Team will provide construction management services during the well construction process to ensure that the hydrogeologic aspects of the project are carried out in a professional and efficient fashion. Construction management activities are anticipated to include the following:

- Review drilling contractor submittals.
- Provide daily email updates to the client.
- Participate in periodic phone/video conference calls and occasional onsite meetings.
- Review drilling contractor invoices to ensure accuracy and completeness.
- Review and response to drilling contractor Requests for Information.
- Review change order requests for legitimacy.
- Preparation of a final "punch list."
- Filing of essential paperwork, correspondence, and field notes.

Task 6 – Well Construction Oversight

The GSI Team will provide well construction oversight for the planned injection and monitoring wells. Much of the following text specifically addresses the injection wells and mirrors the RFP. It is anticipated that the monitoring wells will be installed using hollow stem auger drilling methods and will not require the detailed data collection that is required of the injection wells (i.e., no geophysical logs, alignment surveys, or aquifer testing), and slot size and filter pack size will likely be pre-designed based on injection well lithology). Fieldwork sequencing and budget estimates will reflect the different levels of effort associated with each type of well.

Task 6.1 – Conductor Installation

GSI will provide onsite field inspection during drilling and logging of the conductor borehole and installation of the conductor casings and sanitary cement seals, to ensure all materials are furnished and installed in accordance with technical specifications and regulatory requirements.

Task 6.2 – Pilot Borehole Drilling and Logging

GSI will provide part-time onsite field inspection and lithologic logging during drilling of the pilot borehole. Based upon data gathered during the sonic coring program, preliminary lithologic logs have been generated for the injection well sites. GSI will specify that the contractor collect formation samples at regular intervals to accurately characterize the borehole lithology. GSI will then review the contractor-collected samples for comparison with the sonic lithologic log. All drill cuttings will be logged using the Unified Soil Classification System. The lithologic log will be used in conjunction with the borehole geophysical data to select the screen interval design for the final well.

Task 6.3 – Geophysical Logging

Upon completion of the pilot borehole drilling, GSI will provide full-time onsite inspection of the geophysical borehole logging.

Task 6.4 – Mechanical Grading Analysis

Using the sieve analysis results from formation samples collected from the sonic borings at the selected injection well locations, GSI will evaluate mechanical grain size (i.e., sieve) analysis to assess permeability, sand migration potential, and uniformity coefficients. The recent completion of the boring program using sonic coring methods to advance seven boreholes to the bedrock underlying the alluvium will allow for pre-design of the wells and contraction of the project schedule.

Task 6.5 – Preparation of Final Well Design

GSI will prepare final designs for the wells based on borehole lithology, geophysical logs, visual logging, mechanical grading analysis and other available information. Final well designs shall include at a minimum: well dimensions and depth, borehole diameter and depth, screen interval, slot size, and filter pack material and size.

Task 6.6 – Borehole Reaming

During reaming of the pilot borehole to the final design diameter(s) and depth(s), GSI will provide part-time field inspection services to ensure that the work is performed correctly, and that drilling fluid properties are maintained within the parameters defined by the technical specifications.

Task 6.7 – Installation of Casing, Screen, Filter Pack, and Annular Seal

GSI will provide full-time field inspection services during installation of the casing, screen, appurtenances, filter pack, and annular seals to ensure that all materials are furnished and placed in accordance with the recommended design and technical specifications. GSI will carefully inspect the casing to ensure it meets all specifications and will also ensure the drilling rods are the correct type for the specific type of casing delivered. As the filter pack and cement seal are being installed, GSI will track the volume placed against the volume calculated from the caliper log.

Task 6.8 – Well Development and Plumbness and Alignment Surveys

GSI will provide part-time supervision and observation to monitor well development. Development methods and objectives will be specified in the technical documents, and are expected to include mechanical swabbing, chemical treatment, possibly chlorination, and other methods. Pumped-out development water will be closely monitored to measure water turbidity and sand content. Periodic specific capacity tests will document the effectiveness of each round of development, until no additional well productivity is achieved with additional development.

After development of the well is determined to be complete, the contractor will conduct the plumbness and alignment survey. GSI will review and provide approval based on the survey results.

Task 6.9 – Monitoring Well Siting and Regulatory Negotiations

GSI anticipates that a significant effort will be required to select the sites for the planned monitoring wells. This task was not included in the RFP. It is possible that after discussions and negotiations with regulators it may not be necessary to construct five new monitoring wells. In addition, there are likely to be groundwater model runs recommended to determine that travel paths and residence times are compliant with the groundwater replenishment reuse project permit conditions. There may be iterative discussions and meetings with RWQCB and DDW staff before final monitoring well locations are approved. GSI will provide technical support and direction during these meetings.

Task 7 – Injection Well Testing and Reporting

Task 7.1 – Aquifer Pumping Tests

After the well development process is complete, GSI will coordinate with the drilling contractor to perform aquifer pumping tests on the injection wells to determine well and aquifer characteristics. We do not anticipate that aquifer tests will be performed on the monitoring wells. The following aquifer pumping tests will be performed:

- A Step Drawdown Pumping Test (8 hours testing at three to four different pumping rates)
- Constant Rate Pumping and Recovery Test (24 hours of pumping followed by 18 hours of recovery)

Toward the end of the constant rate test, GSI will coordinate with the drilling contractor to collect groundwater quality samples and arrange delivery to a California-certified laboratory for analysis of water quality constituents required by the Title 22 California Code of Regulations (Drinking Water/Recycled Water Related Statutes).

Task 7.2 - Preliminary Video Survey

GSI recommends that an initial video survey be performed on the well after the completion of the aquifer pumping test but prior to the injection test. The purpose of this video survey is to observe the well screen and confirm that there is no residual drilling mud visible in the screen, and that development and pump testing have successfully removed residual mud and fine-grained material from the screened section(s) of the well. This will provide confidence that the results of the injection tests are representative of the aquifer conditions and not affected by conditions in the well bore.

Task 7.3 – Aquifer Injection Tests

For the injection wells, the GSI Team will provide full-time inspection during all aquifer injection testing to confirm that injection rates are properly maintained and adjusted, and that quality data are being collected. The following aquifer injection tests will be performed for each injection well:

- 6-Hour Step Injection Head Test (testing three to four different injection rates). *GSI recommends that this be expanded to an 8-hour effort with 4 2-hour injection steps lasting 2 hours each.*
- 24-Hour Constant Rate Injection Head and Water Level Decay Test. *GSI recommends that this injection test be extended to 7 days, so that the test encompasses one to two backflush cycles. If the injection test is extended to 7 days, it may not be necessary or practical to provide round-the-clock monitoring during the entire test period. It may be possible to outfit the injection equipment with telemetry so that test conditions may be monitored remotely, as was done with the 30-day injection test at IW-1. This will be discussed with the RWF Project Team prior to modifying the injection test plans.*

Task 7.4 – Final Video Survey and Disinfection

Following the removal of the test pump and all ancillary downhole equipment and bailing of the bottom of the well, GSI will observe the final downhole video survey to document the post-construction condition of the well, and will also observe the final chlorination of the well to verify that approved disinfection materials, concentrations, and methods are used by the drilling contractor.

Task 7.5 – Analyze Aquifer Pumping and Injection Tests

For the injection wells, GSI staff will analyze the pumping rates associated water level data, and provide estimates of aquifer transmissivity, supplemental operational parameters, including design injection rates, short- and long-term injection head characteristics, and recommended injection valve settings.

Task 7.6 – Well Construction Report

Upon completion of the well construction activities, GSI will prepare detailed draft and final reports for the two injection wells and each monitoring well that summarize the details of drilling, construction, development, and testing. The Well Construction report is anticipated to include the following components:

- Chronology of activities
- Lithologic log based on the drill cuttings
- Mechanical grading analyses
- Geophysical and video survey logs
- As-built diagram of the completed wells
- Analyses and results of aquifer pumping tests
- Recommended pump setting, injection rate, short- and long-term injection head characteristics, where applicable
- DWR well completion report
- Field inspection and testing reports
- An electronic photographic log
- Other pertinent data and analytical results

City of Morro Bay

Dave O'Rourke, PG, CHg
Principal in Charge

Julie Garofalo, PG, CHg
Project Manager and
Construction Management

Brian Franz, PG
Technical Reviewer

Spencer Harris, PG, CHg, CEG
Technical Reviewer

Tim Thompson, PG, CHg
QA/QC

Injection Wells

Nate Page, PG, CHg
Erik Tobin
Sydney Robertson, GIT

Monitoring Wells

Neil Currie, PG, CHg
Andrea Berge, PG
Jim Raney

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

The following revisions to the Agreement boilerplate language are accepted as superseding Agreement boilerplate (deletions shown in ~~strikethrough~~, additions shown in underline):

Article 1.1 is hereby amended to read:

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 generally accepted ~~the highest~~ professional standards and practices in performing ~~the~~ similar services required hereunder.

Article 1.5 is hereby amended to read:

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.

Article 6.1 and 6.2 are hereby amended to read:

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, after giving reasonable notice to Consultant, 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. The documents and materials delivered under this Agreement are intended for the sole use of City and the contents may not be used or relied upon by any other individual or entity without the express written approval of Consultant.

Article 8.2 is hereby amended to read:

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, and to the best of Consultant’s ability, 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.

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. The Contract Sum includes a contingency for optional tasks, calculated as follows:**
 - A. The City Manager may approve optional work not to exceed ten percent (10%) of a base work estimate of Four Hundred Forty-Eight Thousand Three Hundred Eighty-Seven Dollars (\$448,387), such contingency amount being Forty-Four Thousand Eight Hundred Thirty-Eight Dollars (\$44,838). In no event shall the authorized contingency result in an excess of the Contract Sum, as provided in Section 2.1 of this Agreement.**
- V. Consultant shall perform the following tasks at the following rates: See attached fee estimate on the next page.**

Cost Proposal

GSI Water Solutions, Inc. (GSI), is pleased to present this task-by-task breakdown of our proposed budget for all required services for this project. The total not-to-exceed amount for the items associated with the Injection and Monitoring Wells scoped in our proposal is \$448,387. The table below breaks down these costs for each task described in the scope of work. Should unforeseen project delays occur that push work into 2026, work will be billed in accordance with our 2026 rates. Mileage is billed at the IRS authorized rate per mile plus 5 percent markup, and direct expenses (including subconsultant labor) are billed at a 5 percent markup.

Injection and Monitoring Wells

Name Billing Rate	T. Thompson	D. O'Rourke	B. Franz	J. Garofalo	E. Tobin	S. Robertson	N. Palmer (GIS/ Graphics)	H. Hoffman (Editing)	P. Blagg (Admin)	Total Hours	Total GSI Labor	Outside Services (CHG)	Direct Expenses	Project Totals
Task 1 – Project Management	24	34	53	183	0	0	0	0	18	312	\$73,784	\$6,048	\$168	\$80,000
Task 2 – Data Collection and Review														
Task 2.1 – Data Review	0	4	8	18	6	6	0	0	0	42	\$9,146	\$0	\$0	\$9,146
Task 2.2 – Geophysical Data Collection	0	6	0	6	0	0	0	0	0	12	\$3,030	\$63,000	\$7	\$66,037
Total Task 2	0	10	8	24	6	6	0	0	0	54	\$12,176	\$63,000	\$7	\$75,183
Task 3 – Preliminary Design and Contract Documents														
Task 3.1 – Initial Draft Well Plans and Specifications	2	6	15	30	40	0	8	4	0	105	\$21,712	\$8,852	\$7	\$30,570
Task 3.2 – Initial Draft Plans and Specifications Workshop	0	8	16	16	0	0	0	0	0	40	\$9,992	\$1,890	\$10	\$11,892
Task 3.3 – Final Draft Well Plans and Specifications	2	8	10	20	0	0	4	0	0	44	\$10,612	\$2,898	\$0	\$13,510
Task 3.4 – Bid Phase Support Services	0	4	13	26	0	0	0	0	0	43	\$10,266	\$4,029	\$154	\$14,449
Total Task 3	4	26	54	92	40	0	12	4	0	232	\$52,582	\$17,668	\$171	\$70,421
Task 4 – Permitting Support														
Task 4.1 – County Well Permitting Support	0	0	8	16	0	0	0	0	0	24	\$5,616	\$1,796	\$0	\$7,412
Task 4.2 – Water Discharge Permitting Support	0	0	0	6	4	4	0	0	0	14	\$2,620	\$0	\$13	\$2,633
Total Task 4	0	0	8	22	4	4	0	0	0	38	\$8,236	\$1,796	\$13	\$10,045
Task 5 – Construction Management														
Task 5.1 – Pre-Construction Meeting	0	2	4	16	0	0	0	0	0	22	\$5,138	\$3,602	\$154	\$8,894
Task 5.2 – Construction Management	0	2	18	62	0	0	0	0	0	82	\$18,926	\$6,363	\$13	\$25,302
Total Task 5	0	4	22	78	0	0	0	0	0	104	\$24,064	\$9,965	\$168	\$34,196
Task 6 – Well Construction Oversight														
Task 6.1 – Conductor Installation	0	0	0	8	12	0	0	0	0	20	\$3,836	\$0	\$136	\$3,972
Task 6.2 – Pilot Borehole Drilling and Logging	0	0	4	12	8	8	0	0	0	32	\$6,288	\$12,006	\$170	\$18,463
Task 6.3 – Geophysical Logging	0	0	2	4	4	4	0	0	0	14	\$2,704	\$0	\$170	\$2,874
Task 6.4 – Mechanical Grading Analysis	0	0	2	6	0	0	0	0	0	8	\$1,844	\$0	\$0	\$1,844
Task 6.5 – Preparation of Final Well Design	2	4	12	26	0	0	0	0	0	44	\$10,644	\$5,051	\$0	\$15,695
Task 6.6 – Borehole Reaming	0	0	0	4	8	8	0	0	0	20	\$3,480	\$0	\$129	\$3,609
Task 6.7 – Installation of Casing, Screen Filter Pack, and Annular Seal	0	4	4	21	16	16	0	0	0	61	\$12,008	\$7,228	\$219	\$19,455
Task 6.8 – Well Development and Plumbness and Alignment Surveys	0	4	4	12	16	16	0	0	0	52	\$10,028	\$3,911	\$192	\$14,131
Task 6.9 – Monitoring Well Siting and Regulatory Negotiations	8	16	8	16	0	0	0	0	0	48	\$12,736	\$0	\$0	\$12,736
Total Task 6	10	28	36	109	64	52	0	0	0	299	\$63,568	\$28,196	\$1,015	\$92,778
Task 7 – Injection Well Testing and Reporting														
Task 7.1 – Aquifer Pumping Tests	0	0	2	12	16	16	0	0	0	46	\$8,364	\$0	\$192	\$8,556
Task 7.2 – Preliminary Video Survey	0	0	0	0	2	0	0	0	0	2	\$346	\$0	\$0	\$346
Task 7.3 – Aquifer Injection Tests (7 days as in GSI's proposed modifications)	0	8	8	24	72	0	0	0	0	112	\$22,112	\$0	\$522	\$22,634
Task 7.4 – Final Video Survey and Disinfection	0	0	2	12	24	0	0	0	0	38	\$7,316	\$0	\$129	\$7,445
Task 7.5 – Analyze Aquifer Pumping and Injection Tests	0	4	4	16	24	0	0	0	0	48	\$9,860	\$0	\$0	\$9,860
Task 7.6 – Well Construction Report	2	12	16	22	36	24	12	4	0	128	\$25,552	\$11,372	\$0	\$36,924
Total Task 7	2	24	32	86	174	40	12	4	0	374	\$73,550	\$11,372	\$843	\$85,764
TOTAL FOR RFP SCOPE ITEMS (Injection and Monitoring Wells):	40	126	213	594	288	102	24	8	18	1,413	\$307,960	\$138,044	\$2,384	\$448,387

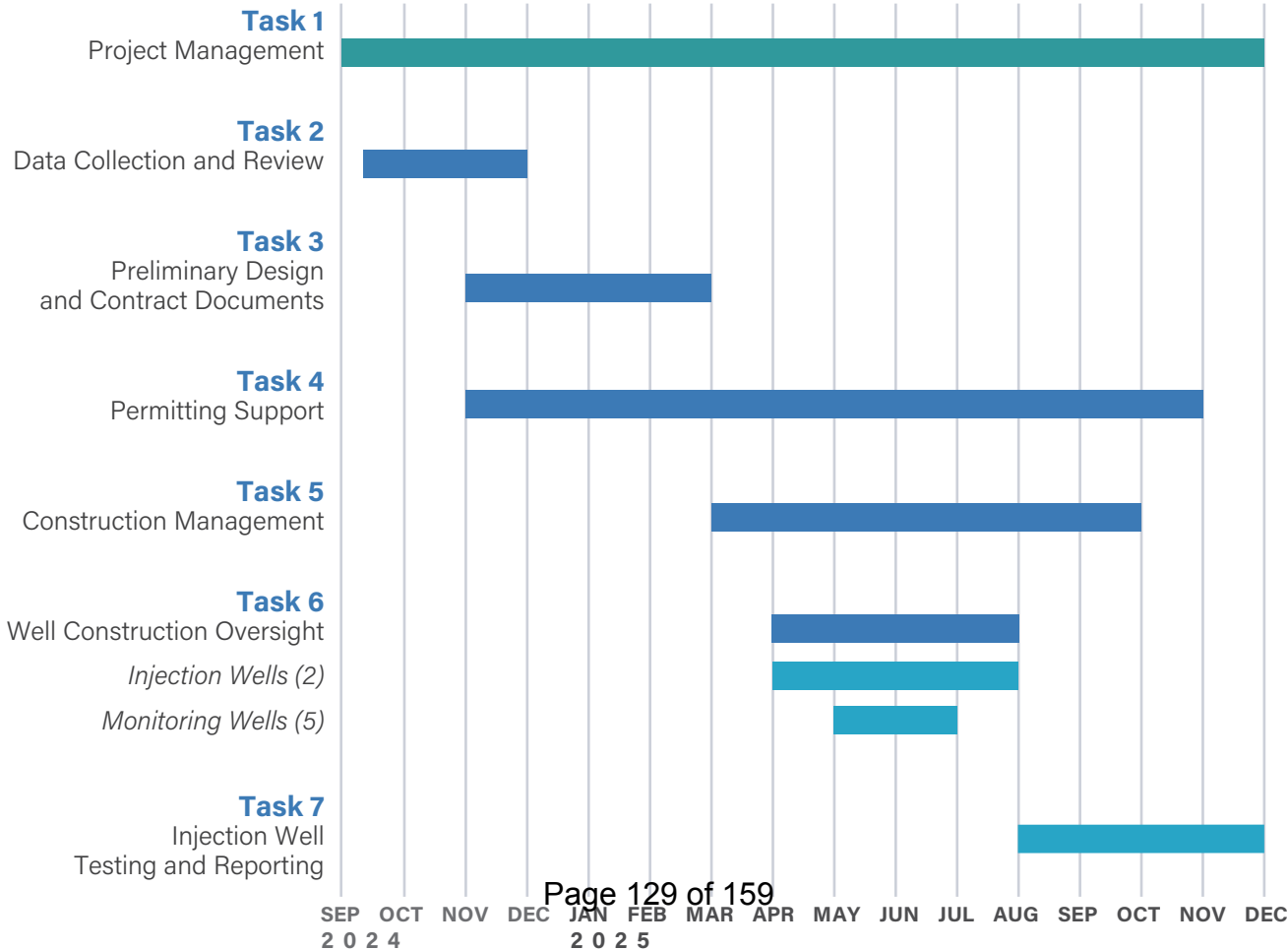
EXHIBIT D

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely and in accordance with the attached schedule.**

See the attached preliminary schedule for services on the next page.

Project Schedule: Injection and Monitoring Wells



**AGREEMENT FOR SERVICES
BETWEEN CITY OF MORRO BAY AND
GSI WATER SOLUTIONS, INC.**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this thirteenth day of August, 2024 by and between City OF MORRO BAY, a California municipal corporation (“**City**”) and GSI WATER SOLUTIONS, INC., a Oregon 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 Eighty-Four Thousand Three Hundred Fifty-Two Dollars (\$184,352) (“**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 December 31st, 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 Susan Haupt, 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 Yvonne Kimball (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

Yvonne Kimball
City Manager

ATTEST:

Dana Swanson, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP




Chris F. Neumeyer, City Attorney

CONSULTANT:

GSI WATER SOLUTIONS, INC., a Oregon Corporation

By: 

Susan Haupt
President

By: 

Liesel Deck
Chief Financial Officer

800 Quintana Road
Suite 2C
Morro Bay, CA 93442

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. Consultant will perform services described in Consultant's Scope of Work and Organization Chart attached hereto.**

- II. 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.**

Scope of Work – Extraction Well

The scope of work presented below is based largely on the scope provided by the City in the RFP. *Text in italics indicates scope items added or modified by GSI from the scope of work defined in the RFP.*

Task 1 – Project Management

GSI will provide project management services throughout the project, including communication, coordination, and project team and agency/stakeholder meetings.

- **Project Coordination.** We will coordinate activities of the internal project team members, including managing communications, providing work direction, monitoring subconsultant activities and progress, and preparing requested materials and deliverables.
- **Project Controls.** GSI will maintain the project schedule throughout the duration of the project to ensure that we hit project milestones and maintain appropriate oversight of contractors. Furthermore, GSI will closely monitor project budget with respect to individual tasks and specifically itemize expenses, subconsultants and other project costs, as necessary.
- **Team Meetings.** We will prepare for and participate in meetings as appropriate City Staff, Project Manager, and other Project supporting consultants). We have assumed that Julie Garofalo will attend these meetings for the duration of the project, with less time-intensive support from Brian Franz, Dave O'Rourke, and/or Tim Thompson, and that some of these meetings may be co-scheduled with other meetings.
- **External Agency/Stakeholder Meetings.** GSI will prepare for and participate in external agency/stakeholder meetings, as necessary, to support completion of the project.
- **QA/QC.** GSI will prepare a Quality Management Plan outlining the overall approach to managing quality for the project design and construction. The plan will adhere to GSI's QA/QC Policy, which stipulates that all deliverables must be reviewed by a principal or senior-level employee that is qualified in the subject matter and has been involved with the task from the start, and documents that are authored by a principal or senior-level employee will undergo a peer review by another principal or senior-level team member.
- **Invoicing and Progress Reports.** GSI will prepare and provide monthly invoices and progress reports describing activities performed during that period.

Task 2 – Data Collection and Review

This task does not apply to the extraction well. No hours have been included in our cost proposal for this task.

Task 3 – Preliminary Design and Contract Documents

The GSI Team will prepare the necessary construction contract documents for the project. These shall include well design plans, technical specifications, and cost estimates for the initial phase of the project, based on the well condition assessment report and the well siting study.

Contract documents will be completed in two submittals: Draft and Final Bid Documents. Prior to each submittal, the work product will be reviewed and revised in accordance with the Quality Management Plan. Submittal of the Draft review documents will occur at a Project Review Workshop with the entire City team in attendance. The contents of the submittal will be presented to the City team to familiarize the group with the information being submitted and the design logic used in its preparation.

The design and contract documents for the initial phase of the project will include **one extraction well**.

Our team will provide technical specifications for the equipment and materials needed to construct the facilities listed above. GSI and CHG both have hydrogeologists licensed in the state of California to stamp the technical specifications. The front-end documents (e.g., supplementary special conditions, Division 0 specifications, etc.) will be provided by the City or a separate consultant.

Task 3.1 – Initial Draft Well Plans and Specifications

The GSI Team will prepare and submit initial draft plans and specifications design package for one extraction well.

Our understanding from the original RFP text was that each well type would be bid separately. In order to achieve cost savings for the City, we have revised this approach to consider alternative bid strategies that may be financially and administratively advantageous for the City.. GSI will perform all QA/QC procedures on the draft design submittals. The draft design package will include plans and specifications as follows:

- Initial draft plans that include temporary construction layouts in plan view, and vertical profiles for each well showing standard details of well drilling, construction, and testing. Temporary construction layout sheets will include allowed work and staging areas, location of any assets that must be protected or restored, anticipated temporary pipeline routing to water sources and disposal points, location of key drilling equipment, and access locations.
- Initial draft technical specifications are anticipated to include subdivisions for the following:
 - Well Disinfection
 - Temporary Well Construction Facilities covered in combined specification
 - Well Construction Sequence
 - Conductor Casing
 - Testing and Disposal of Drill Cuttings
 - Well Geophysical Logging and Caliper Survey
 - Final Well Design
 - Temporary Stabilization of Pilot Hole
 - Pilot Hole Drilling, Downhole Testing, and Reaming
 - Drilling Fluid Management Methods
 - Well Casings, Screens, and Accessories
 - Testing of Casing and Screen Plumbness and Alignment
 - Filter Pack, Fine Transition Sand, and Grout Seal
 - Lost Boreholes and Borehole Destruction
 - Well Development
 - Aquifer Pump Testing
 - Video Camera Survey of Well

Task 3.2 – Initial Draft Plans and Specifications Workshop

GSI will prepare and facilitate a workshop (in conjunction with CHG) with the City team to review and discuss the initial draft well plans and specifications design package. GSI will generate a meeting agenda, any materials or exhibits necessary for the meeting, and will prepare meeting minutes for the workshop.

Task 3.3 – Final Draft Well Plans and Specifications

After incorporating appropriate City team input from the workshop and any changes identified during the internal QA/QC review, the GSI Team will prepare and submit final draft plans and specifications design package for one extraction well. The GSI Team will finalize construction/bid documents to generate clear, complete, cross-checked and bid-ready design documents. We will perform a final review to confirm compliance with all permitting, funding/financing, and other final coordination items, and make any minimal final revisions necessary to produce a set of final construction/bid documents. These final construction/bid documents will be delivered for advertisement after the City team's final approval.

Task 3.4 – Bid Phase Support Services

GSI will lead all bid phase services to support the project, including:

- Supporting distribution of plans and specifications to prospective bidders.
- Supporting the City team in preparing addenda during the bidding period by answering technical questions as they relate to the project plans and specifications.
- Facilitating and leading a pre-bid meeting, which shall include a site walk to allow the prospective drilling contractors the opportunity to evaluate the site conditions.
- Responding to prospective bidder's questions during the bidding phase and preparing bid addendums, as necessary.
- Facilitating a bid opening conference, reviewing submitted bids, and determining if bidders are qualified and responsive to the technical requirements of the bid package.
- Preparing a bid summary sheet and bid award recommendations.

Task 4 – Permitting Support

Task 4.1 – County Well Permitting Support

The GSI Team will assist the drilling contractor and City team in obtaining well drilling permits from the San Luis Obispo County Environmental Health Division.

Task 4.2 – Water Discharge Permitting Support

The GSI Team will assist with the following permitting support tasks:

- Assisting the drilling contractor and City team in obtaining discharge permits/approvals from the relevant regulatory agencies.
- Updating an existing National Pollutant Discharge Elimination System Permit to regulate discharge of well development water.
- Updating the Waste Discharge Requirement by adding the new wells to the existing injection program permit.

Task 5 – Construction Management

The GSI Team will provide construction management, owner's representative services, and final design for **one extraction well**. Field service will be provided by the GSI Team on a critical path level. The GSI Team will provide part-time services for tasks requiring less supervision (e.g., reaming, mobilization), full-time equivalent during milestone phases (e.g., pilot borehole drilling), and round the clock coverage during critical stages (e.g., well construction).

Task 5.1 – Pre-Construction Meeting

This meeting will be combined with the pre-construction meeting for the injection and monitoring wells and has been included as part of the scope of work for those wells. If additional meetings are required, they will be performed as part the project management meetings task discussed in Task 1 of this Scope of Work.

Task 5.2 – Construction Management

The GSI Team will provide construction management services during the well construction process to ensure that the hydrogeologic aspects of the project are carried out in a professional and efficient fashion. Construction management activities are anticipated to include the following:

- Review drilling contractor submittals.
- Provide daily email updates to the client.
- Participate in periodic phone/video conference calls and occasional onsite meetings.
- Review drilling contractor invoices to ensure accuracy and completeness.
- Review and response to drilling contractor Requests for Information.
- Review change order requests for legitimacy.
- Preparation of a final "punch list."
- Filing of essential paperwork, correspondence, and field notes.

Task 6 – Well Construction Oversight

The GSI Team will provide well construction oversight for the planned extraction well.

Task 6.1 – Conductor Installation

GSI will provide onsite field inspection during drilling and logging of the conductor borehole and installation of the conductor casings and sanitary cement seals, to ensure all materials are furnished and installed in accordance with technical specifications and regulatory requirements.

Task 6.2 – Pilot Borehole Drilling and Logging

GSI will provide part-time onsite field inspection and lithologic logging during drilling of the pilot borehole. GSI will specify that the contractor collect formation samples at regular intervals to accurately characterize the borehole lithology. GSI will then review the contractor-collected samples. All drill cuttings will be logged using the Unified Soil Classification System. The lithologic log will be used in conjunction with the borehole geophysical data to select the screen interval design for the final well.

Task 6.3 – Geophysical Logging

Upon completion of the pilot borehole drilling, GSI will provide full-time onsite inspection of the geophysical borehole logging.

Task 6.4 – Mechanical Grading Analysis

Using the sieve analysis results from formation samples collected from the sonic borings at the selected injection well locations, GSI will evaluate mechanical grain size (i.e., sieve) analysis to assess permeability, sand migration potential, and uniformity coefficients. The recent completion of the boring program using sonic coring methods to advance seven boreholes to the bedrock underlying the alluvium will allow for pre-design of the wells and contraction of the project schedule.

Task 6.5 – Preparation of Final Well Design

GSI will prepare final designs for the wells based on borehole lithology, geophysical logs, visual logging, mechanical grading analysis and other available information. Final well designs shall include at a minimum: well dimensions and depth, borehole diameter and depth, screen interval, slot size, and filter pack material and size.

Task 6.6 – Borehole Reaming

During reaming of the pilot borehole to the final design diameter(s) and depth(s), GSI will provide part-time field inspection services to ensure that the work is performed correctly, and that drilling fluid properties are maintained within the parameters defined by the technical specifications.

Task 6.7 – Installation of Casing, Screen, Filter Pack, and Annular Seal

GSI will provide full-time field inspection services during installation of the casing, screen, appurtenances, filter pack, and annular seals to ensure that all materials are furnished and placed in accordance with the recommended design and technical specifications. GSI will carefully inspect the casing to ensure it meets all specifications and will also ensure the drilling rods are the correct type for the specific type of casing delivered. As the filter pack and cement seal are being installed, GSI will track the volume placed against the volume calculated from the caliper log.

Task 6.8 – Well Development and Plumbness and Alignment Surveys

GSI will provide part-time supervision and observation to monitor well development. Development methods and objectives will be specified in the technical documents, and are expected to include mechanical swabbing, chemical treatment, possibly chlorination, and other methods. Pumped-out development water will be closely monitored to measure water turbidity and sand content. Periodic specific capacity tests will document the effectiveness of each round of development, until no additional well productivity is achieved with additional development.

After development of the well is determined to be complete, the contractor will conduct the plumbness and alignment survey. GSI will review and provide approval based on the survey results.

Task 7 – Extraction Well Testing and Reporting

Task 7.1 – Aquifer Pumping Tests

After the well development process is complete, GSI will coordinate with the drilling contractor to perform aquifer pumping tests on the extraction well to determine well and aquifer characteristics. The following aquifer pumping tests will be performed:

- A Step Drawdown Pumping Test (8 hours testing at three to four different pumping rates)
- Constant Rate Pumping and Recovery Test (24 hours of pumping followed by 18 hours of recovery)

Toward the end of the constant rate test, GSI will coordinate with the drilling contractor to collect groundwater quality samples and arrange delivery to a California-certified laboratory for analysis of water quality constituents required by the Title 22 California Code of Regulations (Drinking Water/Recycled Water Related Statutes).

Task 7.2 - Preliminary Video Survey

This task does not apply to the extraction well. No hours have been included in our cost proposal for this task.

Task 7.3 – Aquifer Injection Tests

This task does not apply to the extraction well. No hours have been included in our cost proposal for this task.

Task 7.4 – Video Survey and Disinfection

Following the removal of the test pump and all ancillary downhole equipment and bailing of the bottom of the well, GSI will observe the final downhole video survey to document the post-construction condition of the well. and will also observe the final chlorination of the well to verify that approved disinfection materials, concentrations, and methods are used by the drilling contractor.

Task 7.5 – Analyze Aquifer Pumping and Injection Tests

For the extraction well, GSI staff will analyze the pumping rates associated water level data, and provide estimates of aquifer transmissivity, supplemental operational parameters, including design pumping rates, short- and long-term head characteristics, and recommended operational pumping rates.

Task 7.6 – Well Construction Report

Upon completion of the well construction activities, GSI will prepare detailed draft and final report for the extraction well that summarize the details of drilling, construction, development, and testing. The Well Construction report is anticipated to include the following components:

- Chronology of activities
- Lithologic log based on the drill cuttings
- Mechanical grading analyses
- Geophysical and video survey logs
- As-built diagram of the completed wells
- Analyses and results of aquifer pumping tests
- Recommended pump setting, injection rate, short- and long-term injection head characteristics, where applicable
- DWR well completion report
- Field inspection and testing reports
- An electronic photographic log
- Other pertinent data and analytical results

Task 8 – Wellfield Condition Assessment and Extraction Well Siting Study

Task 8.1 – Wellfield Condition Assessment

We anticipate that CHG will take the lead on the condition assessment of the City's wells in its existing wellfield. The City's wellfield in the Morro Basin includes seven existing wells, most of which are over 50 years old. The purpose of the wellfield condition assessment is to document current conditions of each City well and provide recommendations for rehabilitation/replacement of these wells to meet the City's water supply reliability and resiliency needs. Groundwater pumping from the Morro Basin wellfield following State Water deliveries has been limited, compared to historical production levels. A significant increase in future production under IPR Program operations will result in increased stress to existing infrastructure. CHG has decades of experience in evaluating well condition and preparing and implementing well rehabilitation programs, including repairing and lining wells for increased longevity. The scope of work for Task 8.1 will include the following:

- Review available well documentation and prepare a work plan for hydrogeologic testing and inspections to assess wellfield conditions. The work plan would include recommendations for specific capacity testing, sand testing, video inspection, pump bowls and drop-pipe inspection, and any other physical tests

(such as cement-bond logs or submersible pump motor efficiency tests) to be performed at applicable City wells.

- Pump contractor services, video/geophysical services, and pump motor efficiency testing services recommended in the work plan will be covered under separate contract.
- Results of the above testing will be reviewed and compared with historical specific capacity and sand tests, prior video surveys, and any other pertinent information to develop assessments of condition and estimates of remaining useful life for existing downhole well field infrastructure.
- Condition assessment and rehabilitation/replacement recommendations for aboveground well components (including turbine pump motors) to be prepared by a separately contracted consultant/contractor.
- Prepare a draft and final Wellfield Condition Assessment Technical Memorandum that documents current conditions and provides recommendations for rehabilitation/replacement of existing wells to meet the City's water supply reliability and resiliency needs.

Task 8.2 – Extraction Well Siting Study

GSI will conduct a review of all available documentation for the City's existing extraction wellfield in the Morro Basin and prepare an evaluation of potential siting locations for a new extraction well. The well siting evaluation will include, at a minimum, assessment of the following considerations:

- Morro Basin hydrogeology
- Potential interference with existing and planned wells in the Morro Basin
- Property ownership status/land cost
- Environmental constraints
- Site layout/access
- Permitting considerations
- Anticipated production rate
- Anticipated water quality
- Proximity to existing non-potable/potable water pipelines and treatment systems

We will prepare a draft and final Extraction Well Siting Study Technical Memorandum that documents the well siting evaluation and provides recommendations for locating a new extraction well in the Morro Basin.

City of Morro Bay

Dave O'Rourke, PG, CHg
Principal in Charge

Julie Garofalo, PG, CHg
Project Manager and
Construction Management

Brian Franz, PG
Technical Reviewer

Spencer Harris, PG, CHg, CEG
Technical Reviewer

Tim Thompson, PG, CHg
QA/QC

Condition Assessment

Neil Currie, PG, CHg
Andrea Berge, PG
Jim Raney

Extraction Well

Nate Page, PG, CHg
Erik Tobin
Sydney Robertson, GIT

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

The following revisions to the Agreement boilerplate language are accepted as superseding Agreement boilerplate (deletions shown in ~~strikethrough~~, additions shown in underline):

Article 1.1 is hereby amended to read:

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 generally accepted ~~the highest~~ professional standards and practices in performing ~~the~~ similar services required hereunder.

Article 1.5 is hereby amended to read:

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.

Article 6.1 and 6.2 are hereby amended to read:

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, after giving reasonable notice to Consultant, 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. The documents and materials delivered under this Agreement are intended for the sole use of City and the contents may not be used or relied upon by any other individual or entity without the express written approval of Consultant.

Article 8.2 is hereby amended to read:

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, and to the best of Consultant’s ability, 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.

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. The Contract Sum includes a contingency for optional tasks, calculated as follows:**
 - A. The City Manager may approve optional work not to exceed ten percent (10%) of a base work estimate of One Hundred Sixty-Seven Thousand, Five Hundred and Ninety-Three Dollars (\$167,593), such contingency amount being Sixteen Thousand, Seven Hundred Fifty-Nine Dollars (\$16,759). In no event shall the authorized contingency result in an excess of the Contract Sum, as provided in Section 2.1 of this Agreement.**
- V. Consultant shall perform the following tasks at the following rates: See attached fee estimate on the next page.**

Cost Proposal

GSI Water Solutions, Inc. (GSI), is pleased to present this task-by-task breakdown of our proposed budget for all required services for this project. The total not-to-exceed amount for the items associated with the Extraction Well scoped in our proposal is \$167,593. The table below breaks down these costs for each task described in the scope of work. Should unforeseen project delays occur that push work into 2026, work will be billed in accordance with our 2026 rates. Mileage is billed at the IRS authorized rate per mile plus 5 percent markup, and direct expenses (including subconsultant labor) are billed at a 5 percent markup.

Potable Water Extraction Well

Name	Billing Rate	Personnel									Total Hours	Total GSI Labor	Outside Services (CHG)	Direct Expenses	Project Totals
		T. Thompson	D. O'Rourke	B. Franz	J. Garofalo	E. Tobin	S. Robertson	N. Palmer (GIS/Graphics)	H. Hoffman (Editing)	P. Blagg (Admin)					
Task 1 – Project Management	0	6	8	48	0	0	0	0	9	71	\$15,500	\$0	\$0	\$15,500	
Task 2 – Data Collection and Review	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
Task 3 – Preliminary Design and Contract Documents															
Task 3.1 – Initial Draft Well Plans and Specifications	0	6	12	20	0	0	2	0	0	40	\$9,590	\$1,050	\$17	\$10,657	
Task 3.2 – Initial Draft Plans and Specifications Workshop	0	0	4	4	0	0	0	0	0	8	\$1,928	\$0	\$17	\$1,945	
Task 3.3 – Final Draft Well Plans and Specifications	0	2	4	10	0	0	0	0	0	16	\$3,818	\$1,050	\$0	\$4,868	
Task 3.4 – Bid Phase Support Services	0	0	5	10	0	0	0	0	0	15	\$3,510	\$0	\$17	\$3,527	
Total Task 3	0	8	25	44	0	0	2	0	0	79	\$18,846	\$2,100	\$50	\$20,996	
Task 4 – Permitting Support															
Task 4.1 – County Well Permitting Support	0	0	0	8	0	12	0	0	0	20	\$3,584	\$0	\$0	\$3,584	
Task 4.2 – Water Discharge Permitting Support	0	0	0	4	4	0	0	0	0	8	\$1,572	\$0	\$0	\$1,572	
Total Task 4	0	0	0	12	4	12	0	0	0	28	\$5,156	\$0	\$0	\$5,156	
Task 5 – Construction Management															
Task 5.1 – Pre-Construction Meeting	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
Task 5.2 – Construction Management	0	2	9	24	0	0	0	0	0	35	\$8,208	\$0	\$34	\$8,242	
Total Task 5	0	2	9	24	0	0	0	0	0	35	\$8,208	\$0	\$34	\$8,242	
Task 6 – Well Construction Oversight															
Task 6.1 – Conductor Installation	0	0	1	2	6	0	0	0	0	9	\$1,740	\$0	\$79	\$1,819	
Task 6.2 – Pilot Borehole Drilling and Logging	0	1	1	4	16	0	0	0	0	22	\$4,195	\$0	\$79	\$4,274	
Task 6.3 – Geophysical Logging	0	1	0	2	4	0	0	0	0	7	\$1,417	\$0	\$79	\$1,496	
Task 6.4 – Mechanical Grading Analysis	0	0	2	2	0	0	0	0	0	4	\$964	\$0	\$63	\$1,027	
Task 6.5 – Preparation of Final Well Design	2	2	4	12	0	0	2	0	0	22	\$5,234	\$2,100	\$0	\$7,334	
Task 6.6 – Borehole Reaming	0	0	0	2	8	0	0	0	0	10	\$1,824	\$0	\$79	\$1,903	
Task 6.7 – Installation of Casing, Screen Filter Pack, and Annular Seal	0	2	0	4	12	0	0	0	0	18	\$3,526	\$0	\$79	\$3,605	
Task 6.8 – Well Development and Plumbness and Alignment Surveys	0	0	2	8	16	0	0	0	0	26	\$5,052	\$0	\$142	\$5,194	
Total Task 6	2	6	10	36	62	0	2	0	0	118	\$23,952	\$2,100	\$601	\$26,653	
Task 7 – Extraction Well Testing and Reporting															
Task 7.1 – Aquifer Pumping Tests	0	4	0	6	8	12	0	0	0	30	\$5,668	\$0	\$142	\$5,810	
Task 7.2 – Preliminary Video Survey	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
Task 7.3 – Aquifer Injection Tests	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
Task 7.4 – Video Survey and Disinfection	0	0	1	4	4	4	0	0	0	13	\$2,442	\$0	\$79	\$2,521	
Task 7.5 – Analyze Aquifer Pumping and Injection Tests	0	1	2	4	4	4	0	0	0	15	\$2,989	\$1,050	\$0	\$4,039	
Task 7.6 – Well Construction Report	0	5	6	14	18	0	6	4	0	53	\$10,767	\$0	\$0	\$10,767	
Total Task 7	0	10	9	28	34	20	6	4	0	111	\$21,866	\$1,050	\$221	\$23,137	
Task 8 – Well Condition Assessment and Extraction Well Siting Study															
Task 8.1 – Wellfield Condition Assessment	2	8	4	16	0	0	0	0	0	30	\$7,488	\$36,765	\$0	\$44,253	
Task 8.2 – Extraction Well Siting Study	4	12	18	50	6	0	8	6	0	104	\$23,650	\$0	\$7	\$23,657	
Total Task 8	6	20	22	66	6	0	8	6	0	134	\$31,138	\$36,765	\$7	\$67,909	
TOTAL FOR RFP SCOPE ITEMS (Extraction Well):		8	52	83	258	106	32	18	10	9	576	\$124,666	\$42,015	\$912	\$167,593

EXHIBIT D

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely and in accordance with the attached schedule.**

See the attached preliminary schedule for services on the next page.

Project Schedule: Extraction Well

