



CITY OF MORRO BAY

City Council Regular Meeting Agenda

Tuesday, April 8, 2025, 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=aWZpTzcwTHlRTk9xaTlmWVNWRWFUQT09>
- 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 - Verbal Update of Current Subcommittee Activities

1. Water Reclamation Facility & Morro Bay / Cayucos Sanitary District JPA
2. Morro Bay Power Plant (Vistra)
3. Offshore Wind Energy

5. **RECOGNITION AND PRESENTATIONS**

5.a **Month of the Child and Child Abuse Prevention Month Proclamation**

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.

Recommended Action

Approve consent agenda items 7.a through 7.h as submitted.

7.a Approval of Minutes

(City Clerk)

Recommended Action

Approve as submitted.

1. March 25, 2025 - Regular Council Meeting 7
2. March 25, 2025 - Special Council Meeting 12

7.b Proclamations

(City Clerk)

Recommended Action

Approve as submitted.

1. Proclamation Declaring April 2025 as Month of the Child and Child Abuse Prevention Month 16
2. Proclamation Recognizing April 2025 as National Sexual Assault Awareness Month 17

7.c Arbor Day Proclamation

(Public Works Department)

Recommended Action

Approve the proposed proclamation in support of Arbor Day and being a Tree City USA community.

7.d Approval of the Updated Sewer System Management Plan

(Public Works Department)

Recommended Action

Approve the updated Sewer System Management Plan (SSMP).

7.e Adoption of Resolution No. 15-25 Initiating Proceedings to Levy the Annual Assessment for the Cloisters Park and Open Space - Landscaping and Lighting Maintenance Assessment District

(Public Works Department)

Recommended Action

Adopt Resolution No. 15-25 ordering the preparation of an Engineer's Report detailing the expenses projected for Fiscal Year (FY) 2025/26 for the maintenance of the Cloisters Park and Open Space under the

	provisions of the “Landscaping and Lighting Act of 1972.”	
7.f	Adoption of Resolution No. 16-25 Initiating Proceedings to Levy the Annual Assessment for the North Point Natural Area - Landscaping and Lighting Maintenance Assessment District (Public Works Department)	27
	<u>Recommended Action</u> Adopt Resolution No. 16-25 ordering the preparation of an Engineer’s Report detailing the expenses projected for Fiscal Year (FY) 2025/26 for the maintenance of the North Point Natural Area under the provisions of the “Landscaping and Lighting Act of 1972.”	
7.g	Award of Contract with Newton Construction & Management, Inc., for the Brackish Water Reverse Osmosis Facility Re-skin and Re-roofing Project (Project no. MB2024-UT09) (Public Works Department)	32
	<u>Recommended Action</u> 1. Award and authorize the City Manager to execute a contract with Newton Construction & Management, Inc., for Project No. MB2024-UT09, Brackish Water Reverse Osmosis (BWRO) Facility Re-skin and Re-roofing Project (Project) in an amount not-to-exceed \$322,786.20, which includes a 10% Contingency. All agreements implementing such project work shall be processed and based on the review of the City Attorney’s Office to be in form and substance acceptable to City staff and legal counsel.; and 2. Direct staff to transfer \$122,786.20 from the Nutmeg Pressure Zone Project (921-9932) to the BWRO re-skin project account to add necessary funding.	
7.h	Approval of Revised Pay Scale and Job Description for Police Support Services Manager (Police Department)	57
	<u>Recommended Action</u> Amend the pay schedule for the Police Support Services Manager by adopting: 1. Resolution No. 17-25 approving Job Description and compensation range, and 2. Resolution No. 18-25 amending Management Salary and Benefits 2025-27, and 3. Resolution No. 19-25 approving updated FY 2024-25, 2025-26, and 2026-27 Pay Schedules.	

8. PUBLIC HEARING ITEMS

- 8.a Introduce An Ordinance Repealing and Replacing Title 7 (Animals) of the Morro Bay Municipal Code** 95
(Police Department)

Recommended Action

1. Receive Presentation on Scope of Services and Cost Allocation Methods provided by San Luis Obispo County Animal Services Manager, Eric Anderson, DVM; and
2. Introduce by title only with further reading waived, Ordinance No. 669 entitled, “An Ordinance of the City Council of the City of Morro Bay, California, repealing and replacing Title 7 (Animals) of the Morro Bay Municipal Code to adopt and incorporate by reference San Luis Obispo County Code Title 9 (Animals) and to retain certain city requirements regarding animals, and finding the action not subject to CEQA.”

- 8.b Public Hearing on Vacancies to Comply with Assembly Bill 2561** 136
(Human Resources/Risk Manager)

Recommended Action

Receive and file this report. No action is needed.

9. BUSINESS ITEMS

- 9.a Update and Discussion of City Owned Properties (2025)** 158
(Community Development Department)

Recommended Action

Review information regarding City-owned properties and provide direction to staff regarding any potential changes to the disposition of any City-owned property. Depending on the desired objectives, the City Council could consider the following options: maintaining the status quo, disposition, or issuance of request for proposals for the purpose of potential development of certain parcels.

- 9.b Analysis of Alternatives for City Attorney Services** 165
(Interim City Attorney)

Recommended Action

Provide direction to Staff on whether to prepare a job description, salary range, and recruitment schedule for an in-house City Attorney or to prepare a Request for Proposals for Contract City Attorney Legal Services.

10. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

The next Regular Meeting will be held on April 22, 2025.

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
REGULAR MEETING**

**March 25, 2025, 5:30 p.m.
Veterans Memorial Hall
209 Surf St., Morro Bay, CA**

Members Present: Mayor Carla Wixom
Council Member Cyndee Edwards
Council Member Jeff Eckles
Council Member Zara Landrum
Council Member Bill Luffee

Staff Present: City Manager Yvonne Kimball
Interim City Attorney Robert Schultz
City Clerk Dana Swanson
Finance Director Emily Conrad
Public Works Director Greg Kwolek
Community Development Director Airlin Singewald
Police Chief Amy Watkins
Fire Chief Dan McCrain
Harbor Vitality Director Chris Munson

1. ESTABLISH QUORUM AND CALL TO ORDER

Mayor Wixom called the meeting to order at 5:37 p.m. with all members present.

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. REPORTS

4.a Closed Session Report

Mayor Wixom announced no closed session meeting was held.

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

<https://youtu.be/LOUHiQFCTpA?si=LPpJ6aW17upc4m8b&t=72>

4.c City Manager Reports, Announcements and Presentations

<https://youtu.be/LOUHiQFCTpA?si=y-lpdqwlwYrgnFCb&t=1009>

4.d Subcommittee Reports - Verbal Update of Current Subcommittee Activities

https://youtu.be/LOUHiQFCTpA?si=a_kK3ZwTAeNXVYTF&t=72

- a. Water Reclamation Facility & Morro Bay / Cayucos Sanitary District JPA
- b. Morro Bay Power Plant (Vistra)
- c. Offshore Wind Energy
- d. Downtown Design District

5. RECOGNITION AND PRESENTATIONS

5.a Presentation of Fire Hazard Severity Zone Map update

https://youtu.be/LOUHiQFCTpA?si=25J-XiGGSAVd_Dnc&t=1219

Presented by Fire Chief Dan McCrain.

6. PUBLIC COMMENT

https://youtu.be/LOUHiQFCTpA?si=gy6Y3Pw0A_t2V4GV&t=1703

- Kiernan Cottle, Morro Bay, commented on the recently attended Ethics Training.
- Ray Riordan, Morro Bay Chamber Foundation President, announced fundraising efforts to provide student scholarships and an opportunity to support their efforts at the upcoming Community Recognition and Awards Gala.
- Paul Boisclair, Morro Bay Chamber Foundation, provided additional information about the Foundation's fundraising efforts.
- Barry Branin, Morro Bay, suggested the City form a 5-person committee to analyze and make recommendations about long-term opportunities related to City-owned property.
- Michelle Leicester-Cadaret, Morro Bay, requested a status update on the fire damaged property in the 400 block of Trinidad.
- Margaret Carman, Morro Bay, appreciated the goals setting session and establishing Morro Elementary as one of the priorities.
- Dina Lundquist, Morro Bay Chamber of Commerce, appreciated the goals setting session and reinforced the importance of housing that supports a diverse community.
- Linda Winters, Morro Bay, provided an update on Monday night community dinners and urged residents to consider a donation to support

805 Outreach, a non-profit that provides free showers at the library on the 1st and 3rd Mondays of the month.

End of public comment.

7. CONSENT AGENDA

https://youtu.be/LOUHiQFCTpA?si=gy6Y3Pw0A_t2V4GV&t=1703

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.

Mayor Wixom opened public comment on the Consent Agenda.

<https://youtu.be/LOUHiQFCTpA?si=fGwUHgmiB8wpkmnT&t=3172>

- Betty Winholtz, Morro Bay, raised questions regarding Item 7.c.

End of public comment.

Mayor Wixom invited Public Works Director Kwolek to respond to questions raised during public comment.

Motion by Mayor Wixom

Seconded by Council Member Landrum

Approve consent agenda items 7.a through 7.d as submitted.

Ayes (5): Mayor Wixom, Council Member Edwards, Council Member Eckles, Council Member Landrum, and Council Member Luffee

CARRIED (5 to 0)

7.a Approval of Minutes

Approve as submitted.

- a. March 11, 2025 - Regular Council Meeting
- b. March 11, 2025 - Special Closed Session Meeting

7.b Accept Completion of Sequoia Court Storm Drain Repair Project

1. Accept the completed work by AAAA Engineering Construction, Inc., for the Sequoia Court Storm Drain Replacement Project; and
2. Authorize issuance and recording of the Notice of Completion; and
3. Transfer remaining project funds (\$23,508.63, General Fund) to the Annual Storm Drain Replacement Capital Project.

7.c Receive and File Fiscal Year 2025 Quarter 1 and Quarter 2 Water Reclamation Facility Quarterly Reports

Receive and file the Fiscal Year (FY) 2025 Quarter 1 and 2 reports for the Water Reclamation Facility Program (WRF).

7.d Approval of Proclamation

- a. Proclamation declaring the month of April Fair Housing Month

8. PUBLIC HEARING ITEMS

9. BUSINESS ITEMS

9.a Introduce an Ordinance Repealing and Replacing Title 7 (Animals) of the Morro Bay Municipal Code

This item was pulled and will be reagendaized at a future meeting as a public hearing item.

9.b Authorize Community Development Director to request the Coastal Commission transfer permitting jurisdiction to the City for specified areas in accordance with Section 30613 of the Coastal Act

<https://youtu.be/LOUHiQFCTpA?si=VLB8yMaNiiGTdu5t&t=3295>

Community Development Director Singewald presented the report and responded to Council inquiries.

Mayor Wixom opened public comment for Item 9.b.

<https://youtu.be/LOUHiQFCTpA?si=V8nE-LR5Xvclq4FJ&t=4303>

- An unnamed resident asked if this action was categorically exempt under CEQA and wished to confirm maps were available.
- Betty Winholtz, Morro Bay, questioned the boundaries, particularly the area below the bluff where the staircase used to be.

End of public comment.

Staff responded to Council inquiries.

Motion by Council Member Landrum
Seconded by Council Member Luffee

Authorize the Community Development Director to send the attached letter requesting the Coastal Commission transfer permitting jurisdiction to the City for specified areas in accordance with Section 30613 of the Coastal Act.

Ayes (5): Mayor Wixom, Council Member Edwards, Council Member Eckles, Council Member Landrum, and Council Member Luffee

CARRIED (5 to 0)

10. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

<https://youtu.be/LOUHiQFCTpA?si=Vv-3WE04BHIPQe24&t=4572>

Council Member Landrum requested support for consideration of forming a marketing subcommittee to develop revenue enhancement ideas. There was consensus to allow the CFAC subcommittee to finish its work in this area and bring forward recommendations vetted by that Committee.

11. **ADJOURNMENT**

The meeting adjourned at 6:55 p.m.

/s/ Dana Swanson, City Clerk



**MINUTES - MORRO BAY CITY COUNCIL
SPECIAL MEETING OF CITY COUNCIL**

**March 25, 2025, 3:00 p.m.
Veterans Memorial Hall
209 Surf St., Morro Bay, CA**

Members Present: Mayor Carla Wixom
Council Member Cyndee Edwards
Council Member Jeff Eckles
Council Member Zara Landrum
Council Member Bill Luffee

Staff Present: City Manager Yvonne Kimball
Interim City Attorney Robert Schultz
City Clerk Dana Swanson
Finance Director Emily Conrad
Public Works Director Greg Kwolek
Community Development Director Airlin Singewald
Police Chief Amy Watkins
Fire Chief Dan McCrain
Harbor Vitality Director Chris Munson
Facilitator Michael Codron

1. ESTABLISH QUORUM AND CALL TO ORDER

Mayor Wixom called the meeting to order at 3:00 p.m. with all members present.

2. PUBLIC COMMENT FOR ITEMS ON THE AGENDA

Public comment was received following the staff presentation.

3. SPECIAL MEETING AGENDA ITEM(S)

3.a Adoption of new City Council Goals for Fiscal Years 2025-2027

https://youtu.be/MA_3qzM9d7A?si=s9NHetC0UTPVIqNv&t=54

City Manager Yvonne Kimball introduced Facilitator, Michael Codron, who presented the report and responded to Council inquiries.

Mayor Wixom opened public comment for items on the agenda.

https://youtu.be/MA_3qzM9d7A?si=AQpOL9jDh1AdY7O6&t=1373

- Michael Wambolt, Visit Morro Bay, shared data and benchmarks from a recent tourism report, noting the direct and indirect economic impact of tourism in Morro Bay.
- Betty Winholtz, Morro Bay, submitted signatures in support of a goal to acquire the Morro Elementary campus and suggested three goals with no more than one or two per department: 1) Focus on the City's budget and health, 2) Streets, and 3) Quality of Life with Morro Elementary as the priority.
- Dina Lundquist, Morro Bay Chamber of Commerce, urged Council to support a unified economic development approach with the Chamber and Visit Morro Bay that will increase sales tax revenue, reduce vacancy rates, and ensure sustainable business survival and growth.
- Nicole Dorfman, Morro Bay, suggested marketing Morro Bay's natural beauty and access to the estuary and sea life, cautioned paid parking programs have not been successful in other cities, and supported the pursuit of Morro Elementary, changing the zoning from high density residential.
- Judy Setting, Morro Bay, urged the City to pursue changes in land use designations for the Morro Elementary property to medium density residential, public institutional, and open space/recreation to preserve our small town character.
- Susan Stewart, Morro Bay business owner, supported the idea of medium to high density housing on the Morro Elementary site, leaving space for soccer fields and playground areas to create a place for families and seniors, adding the historic building would be a great community center.
- An unnamed resident spoke in opposition to paid parking and offered a sample STR ordinance with more teeth to address noise complaints.
- Nancy Bast, Morro Bay, was disappointed by the small audience and hoped future meetings would be held at a time when everyone can attend.
- Karen Aguilar, Morro Bay, opposed paid parking and was supportive of new events to increase revenues.
- Margaret Carman, Morro Bay, opposed paid parking, offshore wind and buildings heights exceeding 25 feet; concurred with previous comments supporting quality of life efforts and obtaining Morro Elementary.

End of public comment.

Mr. Codron revisited recommendations provided by the Recreation & Parks Commission at its March 20th meeting, which occurred after the agenda report was published.

Mr. Codron reviewed the proposed and alternative goal statements. Council voted by straw poll, the clerk tabulated the results and Mr. Codron read them into the record. Council Members Eckles, Landrum, Luffee and Mayor Pro Tem Edwards allocated 5 points each to Economic Vitality/Fiscal Health, Infrastructure and El Morro Elementary. Mayor Wixom allocated 5 points each to Economic Vitality/Fiscal Health and Infrastructure, 3 points to El Morro Elementary, and 2 points to Housing, noting the connection between Housing and El Morro Elementary.

https://youtu.be/MA_3qzM9d7A?si=WyB9IYo2TDGSq3gc&t=4259

The Council reviewed Goal Statements for the selected goals and found consensus on the following:

- **Economic Vitality and Fiscal Health.** "A vibrant and active business community supported by coordinated strategies for economic vitality and fiscal health that create the conditions for individual business success and the long-term fiscal health of the City."
- **Infrastructure Resiliency.** "An infrastructure program that includes regular maintenance to prolong the life of existing infrastructure (streets, buildings, structures, equipment) while implementing a Capital Improvement Plan that prioritizes new projects in alignment with available resources (funding and staff)."
- **El Morro Elementary School.** "Work with the San Luis Coastal Unified School District to acquire the Morro Elementary School site or assist in the development for the purpose of preserving community access, historic preservation, and/or housing development consistent with the City's General Plan."

Following discussion, there was consensus on the following Objectives for each Goal:

Economic Vitality and Fiscal Health. Using existing plans and documents, identify opportunities for downtown revitalization and beautification, including facade improvement rebate program; engagement and outreach efforts to increase satisfaction with planning and building services; analysis of the City's reserve policies; and comprehensive strategy for revenue enhancement.

Infrastructure Resiliency. Create a 5-year CIP, Infrastructure Maintenance & Harbor Infrastructure.

El Morro Elementary. Acquisition (or Partnership) Plan, Community Engagement, Grants.

4. ADJOURN

The meeting adjourned at 5:26 p.m.

Respectfully submitted,

/s/ Dana Swanson, City Clerk

**A PROCLAMATION
OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
DECLARING APRIL 2025 AS MONTH OF THE CHILD
AND CHILD ABUSE PREVENTION MONTH**

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

WHEREAS, the City of Morro Bay's City Council recognize that every moment in a child's life is an opportunity for that child to learn, that the quality of these experiences may determine a child's resilience, whether a child succeeds in school and in life, and that all children need caring and loving adults in their lives; and

WHEREAS, April - Month of the Child and Child Abuse Prevention Month - marks a time to recognize that our community's children are precious assets who all deserve to experience the wonder and magic of childhood; that the quality of their early years is our collective responsibility, and that we commit ourselves to ensuring that each and every child has access to a high quality early environment – at home, at child care, at school and in the community – that will promote their optimal growth and development; and

WHEREAS, in solidarity with the San Luis Obispo County Early Care and Education Planning Council's Advocacy Committee, we as a community of partners and leaders, envision a San Luis Obispo County where all families can find and afford quality care for their children, and where child care professionals are valued for their critical role in building a solid foundation for children and families to thrive in the world; and

WHEREAS, Saturday, April 5, 2025, will commemorate "Day of the Child" at the Annual Children's Day in the Plaza celebration from 10:00 am to 3:00 pm in the San Luis Obispo Mission Plaza, this year's celebration where children and families will have the opportunity to discover creativity, individuality, and diversity while exploring local resources and building connections with a focus on acceptance in order to foster a strong sense of community; and

WHEREAS, Friday, April 25, 2025, our County will participate in the statewide raising of the Children's Memorial Flag to honor and raise awareness about the many children in our midst who suffer daily from abuse and neglect, and pledge our support for strategies that strengthen families and protect our young ones as part of the national recognition of April as Child Abuse Prevention Month; and

NOW, THEREFORE, BE IT RESOLVED that the City of Morro Bay's City Council is proclaiming April 2025 as the "Month of the Child" and "Child Abuse Prevention Month."

IN WITNESS WHEREOF I have hereunto
set my hand and caused the seal of the City
of Morro Bay to be affixed this 8th day of
April 2025

CARLA WIXOM, Mayor
City of Morro Bay, California

**A PROCLAMATION
OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
RECOGNIZING APRIL 2025 AS NATIONAL
SEXUAL ASSAULT AWARENESS MONTH**

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

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault is widespread and impacts every person in San Luis Obispo County; and

WHEREAS, Lumina Alliance provides essential, lifesaving services for survivors, their children, and families throughout San Luis Obispo County, including Morro Bay; and

WHEREAS, sexual assault can result in physical injury, psychological trauma, and even death. The devastating consequences of sexual assault can cross generations and can last a lifetime; and

WHEREAS, there is a need to focus on the individualized needs of sexual assault survivors; and

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and those living with disabilities, increases their vulnerability to sexual assault; and

WHEREAS, Lumina Alliance continues to provide a safe environment to those affected by sexual violence with a 24-hour crisis line, advocacy, therapy, transitional and emergency housing, and prevention education, with the help of dedicated volunteers and professionals; and

WHEREAS, Lumina Alliance has received over two thousand calls to the crisis and information line, provided housing for 171 emergency shelter clients including 70 children, and provided more than 4,200 hours of therapy; and

WHEREAS, Lumina Alliance serves as “A Bright Light During Dark Times” for survivors of Sexual Assault, illuminating a path toward safety and healing; and

WHEREAS, the City of Morro Bay strongly supports the efforts of Lumina Alliance, how every segment of our society can work together to address sexual assault, and how to help survivors connect with services.

NOW, THEREFORE BE IT RESOLVED, the Morro Bay City Council recognizes the important work done by sexual violence programs, do hereby proclaim the month of April to be National Sexual Assault Awareness Month.

IN WITNESS WHEREOF I have hereunto
set my hand and caused the seal of the City
of Morro Bay to be affixed this 8th day of
April 2025

CARLA WIXOM, Mayor
City of Morro Bay, California



AGENDA NO: 7.c

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council **DATE:** April 3, 2025
FROM: Greg Kwolek, Public Works Director
 Carlos Mendoza, Public Works Maintenance Division Manager
SUBJECT: Arbor Day Proclamation

RECOMMENDED ACTION

Approve the proposed proclamation in support of Arbor Day and being a Tree City USA community.

BACKGROUND/ DISCUSSION

The Tree City USA program has been around since 1976 and Morro Bay has been a Tree City for twenty-eight (28) years. To achieve a Tree City USA status the City must meet four core standards: maintaining a tree board or department, have a tree ordinance, spend at least \$2 per capita on urban forestry, and have a City proclamation celebrating Arbor Day.

This proclamation fulfills one of the four core standards to become a Tree City and proclaims Arbor Day in Morro Bay to be Friday, April 25th. The City currently meets the other three standards.

Residents are encouraged to join the City and Morro Bay in Bloom on April 19th from 8:30 am – 11:00 am for a community event. Volunteers will gather at City Park and participate in any of six community projects, including art activities, gardening projects, and tree planting. To learn more about the event or sign up, please visit morrobayinbloom.org.

CONCLUSION

Staff recommends the City Council proclaim Friday, April 25th as Arbor Day in the City of Morro Bay.

ATTACHMENT(S)

- 1. Proclamation

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

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
DECLARING APRIL 25, 2025 AS ARBOR DAY**

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

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Morro Bay has been recognized for the past twenty-eight (28) years as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE BE IT RESOLVED, that the Morro Bay City Council does hereby proclaim April 25, 2025, as ARBOR DAY in the City of Morro Bay, and urges all citizens to support efforts to protect our trees and forests and encourage them to continue their planting ways.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 8th day of April, 2025.

CARLA WIXOM, MAYOR
City of Morro Bay, California



AGENDA NO: 7.d
MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 20, 2025
FROM: Ryan Luzzi – City Engineer Intern
Austin Della, PE – Senior Civil Engineer
Robbie Victor – Lead Utility Operator
SUBJECT: Approval of the Updated Sewer System Management Plan

RECOMMENDED ACTION

Approve the updated Sewer System Management Plan (SSMP).

BACKGROUND

In 2006, the State Water Resources Control Board (SWRCB) adopted Order No. 2006-003-DWQ Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). On June 5, 2023, the State Water Resources Control Board issued Order No. 2022-0103-DWQ: *Statewide General WDR for Wastewater Collection Agencies*. This order requires all California public agencies operating a sanitary sewer system greater than one mile in length to develop and implement a Sewer System Management Plan (SSMP) and update the plan every six years. Failure to recertify the updated SSMP would result in the City being out of compliance with Order No. 2022-0103-DWQ: *Statewide General WDR for Wastewater Collection Agencies*.

The SSMP creates a set of standards and practices designed to minimize sanitary sewer overflows and maintain a reliable sewer system. The goals of the SSMP are to facilitate sewer system management, operation, and maintenance to sustain the infrastructure, protect public health, protect the environment, and achieve compliance with all regulations. The City Council approved the previous SSMP update on June 25, 2019.

The WDR requires the City to conduct periodic internal audits at a minimum of every three years. The audits focus on evaluating the effectiveness of the SSMP and the City’s compliance with the SSMP requirements, including identification of any deficiencies in the SSMP and steps to correct them. Audits have been conducted and completed by staff from the City’s Utilities and Engineering Divisions. Overall, the audits have indicated the City’s SSMP is meeting the requirements of both the SSMP and SWRCB.

DISCUSSION

The City is using this City Council meeting and the March 19, 2025, Public Works Advisory Board (PWAB) meeting to meet the public input requirement stated within Element XI: Communication Program of the WDR. Element XI of the DWR states that the SSMP must include procedures for the City to communicate with the public for the development, implementation, and update of the SSMP. The City’s SSMP specifies that the SSMP will be presented to PWAB prior to approval by the City

Prepared By: _____ RL/AD/RV _____ Dept Review: GK
City Manager Review: __YK__ City Attorney Review: _RWS____
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Council. PWAB and City Council presentations are conducted in an open public format and are also accessible through local public access television channel 20 and virtually.

The SSMP covers the following required sections: Goals and Introduction; Organization; Legal Authority; Operation and Maintenance Program; Design and Performance Provisions; Spill Emergency Response Plan; Sewer Pipe Blockage Control Program; System Evaluation, Capacity Assurance, and Capital Improvements; Monitoring, Measurement, and Program Modification; Internal Audits; and Communication Program.

Staff has completed an updated SSMP in compliance with the WDR. Updates to the City's new SSMP include:

- Reorganization and reformatting of the SSMP to reflect the latest requirements of General Order No. 2022-0103
- Condensed and improved wording for greater clarity
- Updated City staff contact information and responsibility matrix
- Updated list of outside agency contact names and telephone numbers
- Updated sewage spill notification procedures to include Category 4 spills
- Updated equipment inventory
- Updated legal authority in compliance with updated City of Morro Bay Municipal Code
- Updated sewer system asset numbers and data
- Replaced and updated the previous Overflow Emergency Response Plan with the required Spill Emergency Response Plan
- Added a mechanism of reporting any sewage spill in the Bay to the Harbor Department
- Replaced and updated the previous Fats, Oils, and Grease Control Program with the required Sewer Pipe Blockage Control Program
- Updated specifications of capital improvements
- Updated prioritization of specific system areas

The SSMP update has been drafted to comply with the State Water Resources Control Board Order No. 2022-0103-DWQ: *Statewide General WDR for Wastewater Collection Agencies*. Updating and filing the SSMP is self-enforced; therefore, the City maintains all records related to updating the SSMP and its approval by the City Council. Copies are available to regulatory agencies upon request and are publicly available. City staff must self-audit the SSMP triennially.

At their regular meeting on Wednesday, March 19, 2025, the Public Works Advisory Board reviewed the draft SSMP and generally approved of its contents. One comment was made to expand the critical equipment inventory list to include critical control components of the sewer controls system. At this time, staff does not recommend this expansion due to the current controls systems having redundancies. For example, in the event the controls system (Human Machine Interface (HMI) or Operator Interface Terminal (OIT)) fails, local control can be accessed over the SCADA network therefore the equipment can still be operated.

ATTACHMENT

1. Sewer System Management Plan - [Link](#)



AGENDA NO: 7.e

MEETING DATE: April 08, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: April 3, 2025

FROM: Greg Kwolek, Public Works Director

SUBJECT: Adoption of Resolution No. 15-25 Initiating Proceedings to Levy the Annual Assessment for the Cloisters Park and Open Space - Landscaping and Lighting Maintenance Assessment District

RECOMMENDED ACTION

Adopt Resolution No. 15-25 ordering the preparation of an Engineer’s Report detailing the expenses projected for Fiscal Year (FY) 2025/26 for the maintenance of the Cloisters Park and Open Space under the provisions of the “Landscaping and Lighting Act of 1972.”

ALTERNATIVE

Staff does not recommend any alternatives to the recommendation.

FISCAL IMPACT

When approved by City Council, the FY2025/26 assessments are estimated to provide \$148,944 for the maintenance of the Cloisters Park and Open space totaling 34 acres.

BACKGROUND

On September 23, 1996, the City Council passed Resolution No. 69-96, which approved the final map for Tract 1996, known as the Cloisters Sub-division, consisting of 124 lots. With that approval, the City Council accepted lots 121 and 122 of the Cloisters subdivision, 34 acres of open space and organized park. Prior to the acceptance of the final map and pursuant to the Conditions of Approval, an assessment district was formed to cover the cost of maintenance of the parkland and open space. The assessment district formation proceedings began in August 1996 and concluded with the final public hearing for formation on September 23, 1996, which levied an annual assessment of \$148,944 for the maintenance of the 34 acres of parkland and open space.

After the initial formation of the assessment district, each year thereafter, for the assessment to continue, the City must adopt a series of three resolutions to confirm the levy of assessment for the upcoming fiscal year. The first resolution, which is the one being proposed by this staff report, initiates the annual levy process and orders the preparation of an Engineer’s Report; the second resolution approves the Engineer’s Report and notices the intent to levy the assessment; and the third resolution levies the assessment for the upcoming fiscal year.

Prepared By: CC	Dept Review: GK
City Manager Review: _YK_	City Attorney Review: _RWS_

DISCUSSION

After the adoption of Resolution No. 15-25, which initiates the proceedings to levy the annual assessment, an Engineer's Report will be prepared for review, modification, acceptance or rejection at the May 13, 2025, City Council meeting. At that meeting there will be a resolution for consideration declaring the City Council's intent to levy and collect the assessment. That Resolution will list the improvements, name the district and give its general location; it also refers to the proposed assessment and gives notice of the time and place for a meeting regarding the levy of the continuing assessment. The Government Code states the third and final meeting must be noticed in accordance with Sections 22500 *et seq.* of the California Streets and Highways Code and is tentatively scheduled for June 24, 2025.

The Cloisters Landscaping and Lighting Maintenance Assessment District is a separate fund from all other City funds and can only be utilized for improvements within the District. Once set, the annual assessment is transmitted to the County Auditor for recording on the County assessment role. The assessment amount then appears on the parcel owner's annual property tax bill.

In conformance with Proposition 218, The Right to Vote on Taxes Act, passed in 1996 by the voters in the State of California, the Cloisters Landscaping and Lighting Maintenance Assessment District was approved, at that time, by one hundred percent (100%) of the owners for which the assessment is to be levied. All property owners were fully apprised of the costs and benefits associated with the district, prior to its approval by them.

CONCLUSION

Resolution No. 15-25 has been prepared for City Council review and adoption. The Resolution serves as the initiation of the annual assessment proceedings and orders the preparation of the Annual Engineer's Report detailing the proposed costs for the maintenance of the Cloisters Park and Open Space, for purposes of assessing property owners of lots located within the bounds of Tract Map No. 1996 (excluding the City's property). The Resolution also gives notice of review and acceptance, modification, or rejection, of the Engineer's Report by City Council, scheduled for the May 13, 2025, Council meeting.

ATTACHMENT

1. Resolution No. 15-25

RESOLUTION NO. 15-25

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

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

WHEREAS, the City Council has placed certain conditions on the development of Tract 1996, The Cloisters, requiring formation of a property Maintenance Assessment District encompassing and coterminous with the proposed subdivision to provide for the maintenance of a public park, bicycle pathway, right-of-way landscaping, coastal access ways, ESH restoration area, and other common area improvements to be held by or dedicated to the City of Morro Bay as required by City Ordinance; and,

WHEREAS, those conditions are more specifically identified in Vesting Tentative Tract Map (condition 10e) and Precise Plan (condition 2c) as required by City Ordinance; and

WHEREAS, the owners of the real property within the proposed district (the “Owners”) consented in writing to the formation of the district pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code sections 22500 *et seq.*) (the “Act”), and are the only owners of property to be subject to assessments within the district; and

WHEREAS, the Owners offered, in fee and in perpetuity, Lot 121 (Parcel 1) and Lot 122 of Tract 1996, and the City has accepted that Offer of Dedication; provided, that the costs of maintenance thereof, are borne by an assessment district as required by the Conditions of Approval of the project; and

WHEREAS, one hundred percent of the property owners, at the time of the subdivision of the land, approved formation of the district to assure conformance with the “Right to Vote on Taxes Act” (Proposition 218, California Constitution Act XIII C & D); and

WHEREAS, subsequent owners of the lots within the subdivision have received constructive notice of the existence of the assessment district through the real estate disclosures, title report process, and publicly available records.

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

1. The City Council of the City of Morro Bay hereby declares its intent to initiate the proceedings to levy and collect assessments pursuant to the Act.
2. The improvements to be subject to assessment for maintenance by such District shall include those enumerated in the conditions of project approval and in Section 22525 of the Act, which were installed by the developer as a condition of approval of Tract 1996; pursuant to the Final Improvement Plans for the Cloisters Project as approved by the City.

3. The Assessment District is a District located in the City of Morro Bay, County of San Luis Obispo. A map showing the boundaries of the District is attached as Exhibit A which is hereby incorporated herein.
4. An Engineer's Report, detailing the proposed costs for the maintenance of the Cloisters Park and Open Space, will be prepared for consideration by the City Council at the May 13, 2025, meeting and that date is set to review and accept, modify, or reject that report.
5. This District is called the "Cloisters Landscaping and Lighting Maintenance Assessment District."

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 8th day of April 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

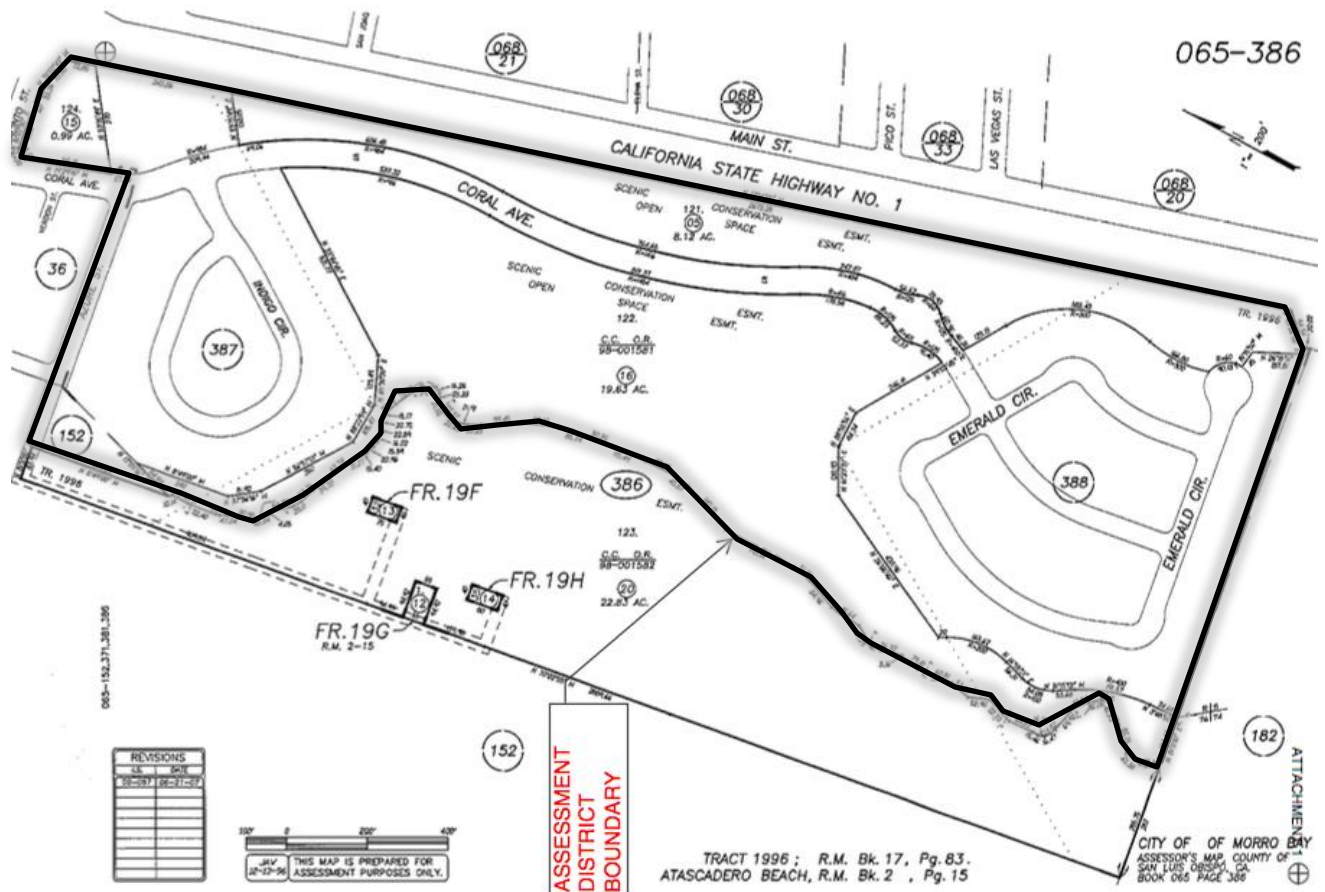
CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

EXHIBIT A
 CLOISTERS
 LANDSCAPING AND LIGHTING
 MAINTENANCE ASSESSMENT DISTRICT
 DISTRICT BOUNDARY DIAGRAM

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





AGENDA NO: 7.f

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: April 3, 2025

FROM: Greg Kwolek, Public Works Director

SUBJECT: Adoption of Resolution No. 16-25 Initiating Proceedings to Levy the Annual Assessment for the North Point Natural Area - Landscaping and Lighting Maintenance Assessment District

RECOMMENDED ACTION

Adopt Resolution No. 16-25 ordering the preparation of an Engineer's Report detailing the expenses projected for Fiscal Year (FY) 2025/26 for the maintenance of the North Point Natural Area under the provisions of the "Landscaping and Lighting Act of 1972."

ALTERNATIVE

Staff does not recommend any alternative direction.

FISCAL IMPACT

If approved by Council, the FY2025/26 assessments are estimated to provide \$5,645 for the maintenance of the North Point Natural Area.

BACKGROUND

On June 27, 1994, the City Council accepted Lot 11 of the North Point subdivision and accepted the final map for Tract 2110. As per the conditions of approval, a Landscaping and Lighting Maintenance Assessment District was formed for the ongoing maintenance of the 1.3-acre natural area. The area includes a non-irrigated meadow area, decomposed granite and asphalt walkways, stairway/beach access, parking lot, drip irrigation system, public access signage and parking lot.

On December 9, 1996, the City Council adopted Resolution No. 89-96, which ordered the formation of the North Point Landscaping and Lighting Maintenance Assessment District and confirmed the yearly assessment of \$5,645. On January 13, 1997, the City Council adopted Resolution No. 01-97, which approved and accepted the on- and off-site improvements for Tract 2110. By adoption of Resolution No. 01-97, the City officially started the maintenance of the North Point Natural Area.

After the initial formation of the assessment district, each year, for the assessment to continue, the City must adopt a series of three resolutions to confirm the levy of assessment for the

Prepared By: CC

Dept Review: __GK__

City Manager Review: __YK__

City Attorney Review: __RWS__

upcoming fiscal year. The first resolution, which is the one being proposed by this staff report, initiates the annual levy process and orders the preparation of an Engineer's Report; the second resolution approves the Engineer's Report and notices the intent to levy the assessment; and the third resolution levies the assessment for the upcoming fiscal year.

DISCUSSION

Upon adoption of Resolution No. 16-25, which initiates the proceedings to levy the annual assessment, an Engineer's Report will be prepared for review, modification, acceptance or rejection at the May 13, 2025, City Council meeting. At that meeting will be a resolution for consideration declaring the City Council's intent to levy and collect the assessment. That Resolution will list the improvements, names the district and gives its general location; it also refers to the proposed assessment and gives notice of the time and place for a meeting regarding the levy of the continuing assessment. The Government Code states the third and final meeting must be noticed in accordance with Sections 22500 *et seq.* of the California Streets and Highways Code and is tentatively scheduled for June 24, 2025.

The North Point Natural Area Landscaping and Lighting Maintenance Assessment District is a separate fund from all other City funds and can only be expended for improvements authorized for the District. Once set, the annual assessment is transmitted to the County Auditor for recordation on the County assessment role. The assessment amount then appears on the parcel owner's annual property tax bill.

In conformance with Proposition 218, "The Right to Vote on Taxes Act," passed in 1996 by the voters in the State of California, the North Point Natural Area Landscaping and Lighting Maintenance Assessment District was approved, at that time, by one hundred percent (100%) of the owners for which the assessment is to be levied. All property owners were fully apprised of the costs and benefits associated with the district, prior to its approval by them.

CONCLUSION

Resolution No. 16-25 has been prepared for City Council review and adoption. The Resolution serves as the initiation to the annual assessment proceedings and orders an Engineer's Report detailing the proposed costs for the maintenance of the North Point Natural Area, for purposes of assessing private property owners of Tract Map No. 2110 (excluding the City's property). The Resolution also gives notice of review and acceptance, modification or rejection, of the Engineer's Report, scheduled for the May 13, 2025, Council meeting.

ATTACHMENT

1. Resolution No. 16-25

RESOLUTION NO. 16-25

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

**T H E C I T Y C O U N C I L
City of Morro Bay, California**

WHEREAS, the City placed certain conditions on the development of Tract 2110 "North Point," requiring formation of a property Landscaping and Lighting Maintenance Assessment District encompassing and coterminous with the proposed subdivision to provide for the maintenance of a natural area, parking lot, landscaping, decomposed granite and asphalt walkways, and coastal access stairway and other common area improvements to be held by or dedicated to the City of Morro Bay; and

WHEREAS, those conditions are more specifically identified in the Precise Plan (condition F1-F7) related to North Point; and

WHEREAS, the owners of the real property within the proposed district (the "Owners") consented to the formation of the district pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code sections 22500 *et seq.*) (the "Act"), and are the only owners of property to be subject to assessments within the district; and

WHEREAS, the Owners offered, in fee and in perpetuity, Lot 11 of Tract 2110, and the City accepted that Offer of Dedication; provided, that the cost of maintenance, thereof, would be borne by an assessment district as required by the Conditions of Approval of North Point; and

WHEREAS, one hundred percent of the property owners, at the time of the subdivision of the land, approved formation of the District to assure conformance with the "Right to Vote on Taxes Act" (Proposition 218, California Constitution Act XIII, C & D); and

WHEREAS, subsequent owners of the lots within the subdivision have received constructive notice of the existence of the assessment district through the real estate disclosures, title report process, and publicly available records.

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

1. The City Council of the City of Morro Bay hereby declares its intent to initiate the proceedings to levy and collect assessments pursuant to the Act.

2. The improvements to be subject to assessment for maintenance by the District shall include those enumerated in the conditions of approval of North Point and in Section 22525 of the Act, which were installed by the developer as a condition of approval of Tract 2110 or which are hereafter installed by developer; pursuant to the Final Improvement Plans for North Point as approved by the City.
3. The Assessment District is a District located in the City of Morro Bay, County of San Luis Obispo. A map showing the boundaries of the proposed District is attached as Exhibit A which is hereby incorporated herein.
4. An Engineer's Report will be prepared for consideration at the May 13, 2025, City Council meeting and that date is set to review and accept or reject that report.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 8th day of April 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

CARLA WIXOM, Mayor

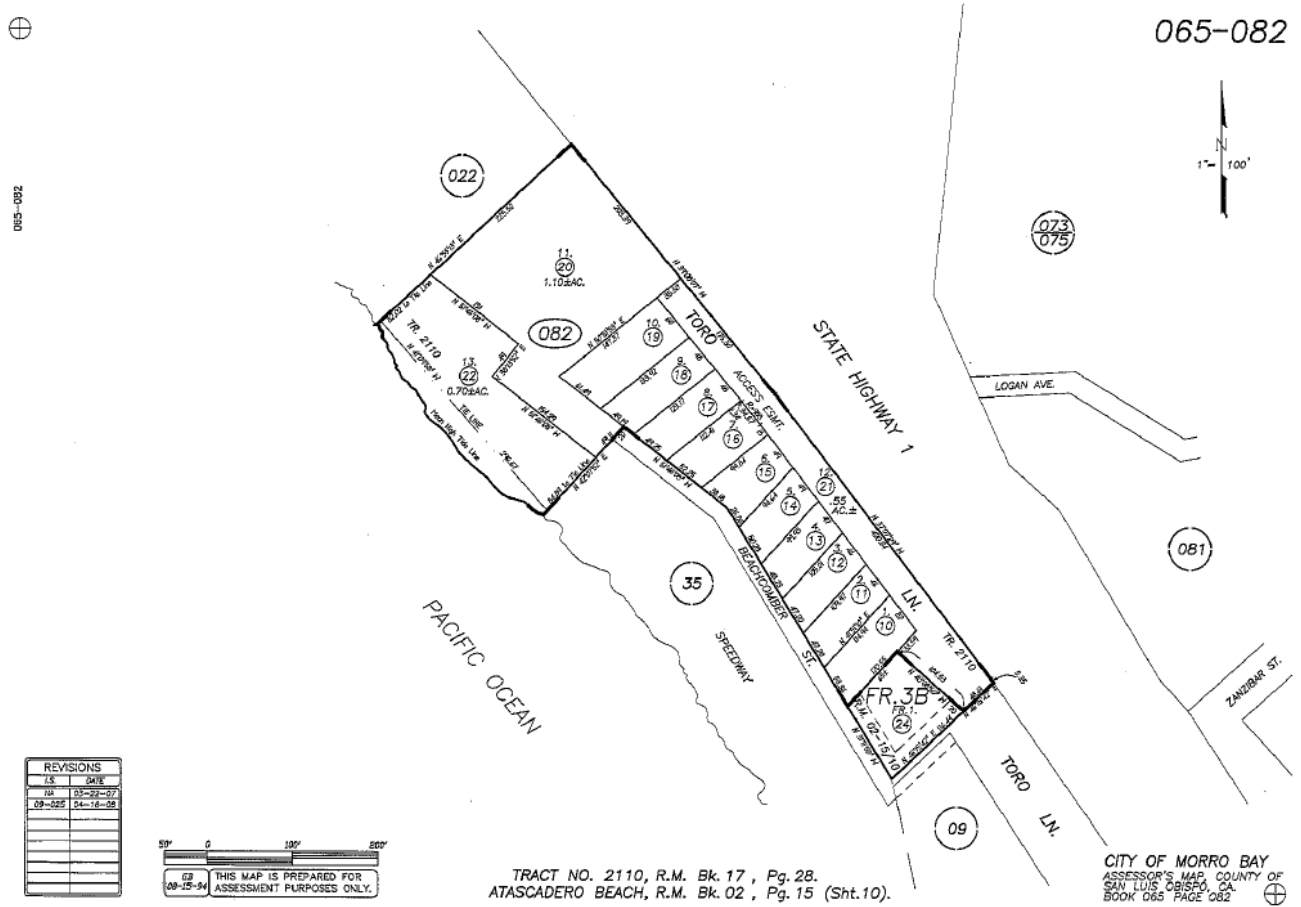
ATTEST:

DANA SWANSON, City Clerk

Exhibit A

DISTRICT BOUNDARY DIAGRAM

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





AGENDA NO: 7.g

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: March 18, 2025

FROM: Austin Della, PE – Senior Civil Engineer
Ryan Luzzi – Engineering Intern

SUBJECT: Award of Contract with Newton Construction & Management, Inc., for the Brackish Water Reverse Osmosis Facility Re-skin and Re-roofing Project (Project No. MB2024-UT09)

RECOMMENDED ACTION

1. Award and authorize the City Manager to execute a contract with Newton Construction & Management, Inc., for Project No. MB2024-UT09, Brackish Water Reverse Osmosis (BWRO) Facility Re-skin and Re-roofing Project (Project) in an amount not-to-exceed \$322,786.20, which includes a 10% Contingency. All agreements implementing such project work shall be processed and based on the review of the City Attorney’s Office to be in form and substance acceptable to City staff and legal counsel.; and
2. Direct staff to transfer \$122,786.20 from the Nutmeg Pressure Zone Project (921-9932) to the BWRO re-skin project account to add necessary funding.

ALTERNATIVE

An alternative is to reject the recommended contract approval and take other action as City Council deems appropriate.

FISCAL IMPACT

No new funding is requested for this project. The original \$200,000 budget allocation for this project is insufficient to complete the work. As such, staff requests a funding transfer from the Nutmeg Pressure Zone project account (\$2.695M available) to make up for the shortfall. All funding is from the Water Fund.

To fill in the funding gap, staff recommends supplementing the project budget with \$122,786.20 from the Nutmeg Pressure Zone Project. With the additional allocation of \$122,786.20 to the BRWO Re-skin and Re-roofing Project, the total funds for the project will be \$322,786.20.

Revenue Sources	Amount
Water Fund FY 21/22 Budget Adoption	\$ 200,000.00
Intra-fund Transfer from 921-9932 Nutmeg Pressure Zone Project	\$ 122,786.20
Total Revenue Sources for Project	\$ 322,786.20

Prepared By: AD/RL Dept Review: GK
 City Manager Review: YK City Attorney Review: RWS
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Estimated Expenditures	Amount
Award (Base Bid)	\$ 293,442.00
Contingency (10%)	\$ 29,344.20
Total Expenditures Authorized by Council for Project	\$ 322,786.20

DISCUSSION

The BWRO Re-skin and Re-roofing Project addresses a critical need to address the aging building that houses the BWRO. The BWRO building protects the City’s reverse osmosis system that allows the City to provide water to its customers during State Water outages. The building’s roof is beyond its useful life and has multiple leaks. In response to this need, the City Council authorized \$200,000 from the Water Fund during the adoption of the 21/22 Budget for this capital project. Shortly after the budget was approved, staff began work on the project, only to realize that the allocated funds were insufficient to complete it. As a result, the project was put on hold while staff explored alternatives to a full re-skin. The alternative solution will include, but not limited to, re-roofing, partial replacement of metal siding, painting, excavation, and other work outlined in the scope of work attached to the contract.

PROCUREMENT PROCESS AND AWARD RECOMMENDATION

The City of Morro Bay is a member of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. Staff communicated with Gordian, which serves as a Sourcewell administrator, to procure a general contractor to complete re-skin and re-roofing work at the City’s BWRO Facility. On September 12, 2023, Sourcewell issued a Notice of Solicitation for Proposals for Indefinite Delivery-Indefinite Quantity Construction Contracts. Forty-six submissions were received and evaluated by the Sourcewell selection committee. Submissions were evaluated based on a responsive bid, lowest overall cost and competitive range for their adjustment factor. The process undergone by Sourcewell has resulted in competitive pricing. Newton Construction Inc., was awarded a contract on December 6, 2023.

On January 13, 2025, Gordian submitted Newton Construction, Inc.'s proposal for the BWRO Re-Skin and Re-Roofing project. Newton Construction, Inc., located in San Luis Obispo, has agreed to extend the contract prices, terms, and conditions under Sourcewell Contract CA-R7-GB-101723-NCM to the City. The proposed contract fully complies with the Competitive Bidding and Living Wage Ordinances.

City staff recommends Newton Construction & Management, Inc. to complete the BWRO re-skin and re-roofing project based on their experience and performance with similar projects. Newton Construction & Management, Inc. has a valid contract with Sourcewell until December 2029. Staff conducted a job walk, provided the scope of work, and received a \$293,442.00 proposal from Newton Construction & Management, Inc. Staff have reviewed the proposal and found the price fair and reasonable for this work and consistent with pre-set unit prices established in their contract with Sourcewell.

ATTACHMENT(S)

1. Contract

**CITY OF MORRO BAY
STATE OF CALIFORNIA
CONTRACT FOR**

CITY OF MORRO BAY WWTP ROOFING PROJECT

This “**CONTRACT FOR CITY OF MORRO BAY WWTP ROOFING PROJECT**” (“Agreement”) is made and entered into on this 10th day of March, 2025, by and between, **NEWTON CONSTRUCTION & MANAGEMENT, INC.** a California Corporation (hereinafter referred to as “**CONTRACTOR**”), and the **CITY OF MORRO BAY**, a California municipal corporation (hereinafter referred to as “**CITY**”). **CITY** and **CONTRACTOR** are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 **GENERAL PROVISIONS**

1.01 **WORK TO BE PERFORMED BY CONTRACTOR; TERM:** For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by **CITY**, **CONTRACTOR** agrees to perform the work described in the scope of work attached hereto as Exhibit A and incorporated herein by this reference (“**Project**”) and to furnish all the materials and labor, except such as are mentioned in the specifications furnished by **CITY**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of **CITY**, this Project in accordance with (i) the scope of work and (ii) the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California. Items (i) and (ii) are hereby specially referred to and by such reference made a part hereof and included in the term “Project”.

The term of this Agreement shall commence on the date it is signed on behalf of **CITY**, as long as it has also be signed on behalf of **CONTRACTOR**, and shall continue through **AUGUST 11, 2025**, unless otherwise terminated as provided herein.

1.02 **COMPENSATION:** **CONTRACTOR** agrees to receive and accept the agreed compensation as set forth in Exhibit A and this Section, as full compensation (i) for furnishing all materials and for doing all the work contemplated for this Project and embraced in each mutually agreed-upon task in Exhibit A, (ii) for all loss or damage, arising out of the nature of this Project, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance

by the said party of the first part and for all risks of every description connected with the work, (iii) for all expenses incurred by or in consequence of the suspension or discontinuance of this Project and (iv) for well and faithfully completing this Project in the manner and according to the plans and specifications and all the documents referred to in Section 1.01, and the requirements of the CITY's Engineer under them. Payments shall be made in accordance with Exhibit B. Compensation shall not exceed **THREE HUNDRED TWENTY-TWO THOUSAND, SEVEN HUNDRED EIGHTY-SIX DOLLARS AND TWENTY CENTS (\$322,786.20)** for the term of this Agreement.

2.00 **OBLIGATIONS OF CONTRACTOR**

2.01 **LAWS TO BE OBSERVED.** CONTRACTOR shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of and comply with all existing applicable federal, state and local laws, ordinances, regulations, orders, and decrees (including prevailing wage requirements), which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR**'s performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to **CITY**'s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.02 **LABOR LAW.**

2.02.1 **WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS:** **CITY** and **CONTRACTOR** intend and agree **CONTRACTOR** is an independent **CONTRACTOR** of **CITY** and agree **CONTRACTOR** and **CONTRACTOR**'s employees and agents have no right to Workers Compensation and other employee benefits from **CITY**. **CONTRACTOR** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONTRACTOR**'s employees and agents. **CONTRACTOR** agrees to hold harmless, defend and indemnify **CITY**, from any and all claims for injury, disability, or death of **CONTRACTOR** and **CONTRACTOR**'s employees or agents. **CONTRACTOR** certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be

insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this Agreement.

2.02.2 **PREVAILING WAGE LAW:**

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

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

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

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

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

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

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

h. Penalties for Excess Hours. **CONTRACTOR** shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The **CONTRACTOR** shall, as a penalty to the **CITY**, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the **CONTRACTOR** or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of **CONTRACTOR** in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

i. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, **CONTRACTOR** certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

j. **CONTRACTOR's** Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, **CONTRACTOR** shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. **CONTRACTOR** shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. **CONTRACTOR** shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

2.03 **INDEMNIFICATION**: **CONTRACTOR** shall defend, indemnify, and hold harmless **CITY**, and its elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, liability and costs, including reasonable attorney's fees and court costs, arising directly or indirectly out of any act or omission by **CONTRACTOR** or any of its officers, employees, agents or subcontractor related in any way to this Agreement or omissions related to this Agreement, including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR**'s "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments; provided, that:

a. **CITY** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the foregoing, because of the acceptance by **CITY**, or the deposit with **CITY** by **CONTRACTOR**, of any of the insurance policies hereinafter described;

b. The foregoing agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages; and

c. Nothing contained in the foregoing shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of **CITY**.

2.04 **INSURANCE**: **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to Exhibit C, Insurance Requirements, and such insurance shall have been approved by **CITY** as to form, amount and carrier.

3.00 **TIME FOR COMPLETION OF THE WORK**

CONTRACTOR shall complete the scope of work for this Project on or before **AUGUST 11, 2025**, and in accordance with a schedule approved by **CITY**. Time is of the essence. Time extensions may be allowed for delays caused by **CITY**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**.

4.00 INSPECTION

CONTRACTOR shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to **CITY** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill this Agreement as prescribed.

5.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of **CITY**, and shall be delivered to **CITY** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of **CITY** upon completion of the work and payment of monies earned and due to **CONTRACTOR**.

6.00 MISCELLANEOUS

6.01 REMEDIES: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement.

6.04 FORCE MAJEURE: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.05 NOTICES: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served

on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

CITY: Yvonne Kimball, City Manager
City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442

CONTRACTOR: Newton Construction & Management, Inc.
P.O. Box 3260
San Luis Obispo, CA 93403

6.06 **GOVERNING LAW AND VENUE**: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. 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. 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.

6.07 **BINDING EFFECT**: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **CITY** to any assignment of this Agreement or any interest in this Agreement.

6.08 **SEVERABILITY**: If any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.09 **INCORPORATION OF PROPOSAL**: It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the bid or proposal of **CONTRACTOR**, then this Agreement shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.10 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.11 **CONSTRUCTION**: The parties agree each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities

are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.12 **AMENDMENTS**: Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.


6.13 **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**: No officer or employee of the CITY shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the CITY or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.14 **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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment. Attorneys' fees shall include any attorneys' fees on 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 any other necessary costs the court allows which are incurred in such litigation.

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

[Signatures on the following page.]

CONTRACTOR

By: 
Eric W. Newton
Its: Chief Executive Officer/Secretary/
Chief Financial Officer
Dated: 3/17/25

By: _____
Its: _____
Dated: _____

CITY

By: _____
Yvonne Kimball
City Manager
Dated: _____

ATTEST:

Dana Swanson, City Clerk
Dated: _____

APPROVED AS TO FORM:

Robert Schultz,
Interim City Attorney

EXHIBIT A
WORK TO BE PERFORMED

CONTRACTOR will provide services and work described in the **CONTRACTOR's** Proposal attached hereto.



Work Order Signature Document

EZIQC Contract No.: CA-R7-GB-101723-NCM	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 134876.00	Work Order Date: 01/13/2025
Work Order Title: Morro Bay WWTP Roofing Project	
Owner Name: City of Morro Bay	Contractor Name: Newton Construction & Management
Contact: Austin Della	Contact: Darin Terrazas
Phone: (805) 772-6266	Phone: 805-544-5583
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB-101723-NCM.	
Brief Work Order Description:	
Time of Performance	Estimated Start Date:
	Estimated Completion Date:
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$293,442.00	
Owner Purchase Order Number:	

Approvals

City of Morro Bay

Date

Newton Construction & Management

Date

3/17/25

Detailed Scope of Work

To: Darin Terrazas
 Newton Construction & Management
 2438 Broad St
 San Luis Obispo, CA 93401
 805-544-5583

From: Austin Della
 City of Morro Bay
 595 Harbor Street
 Morro Bay, CA 93442
 (805) 772-8268

Date Printed: January 13, 2025

Work Order Number: 134878.00

Work Order Title: Morro Bay WWTP Roofing Project

Brief Scope:

Preliminary Revised Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Paint

1. Preparation of Existing Corrugated Metal Siding: Apply a solution of TSP Substitute to metal areas to be paint, gently broom surface to remove any contaminants, rinse siding with a power washer and detergent wipe down to remove remaining corrosion.
2. Treat rusted metal siding with Carboline Rust Bond, Apply Rust Bond to areas that may cause paint adhesion issues.
3. Prime and Preparation of Metal Siding: Caulk metal panels that have been replaced due to excessive rust. Apply 1 coat of Carbomastic 15 primer to all metal surfaces to be painted.
4. Finish Material Application: Apply 2 coats of Carbocrylic 3359 DTMC

Roofing

Installation of Flat Roofing Over Existing Metal Roof

1. Remove existing skylights, fitting metal sheeting in their place.
2. Installing expanded polystyrene (EPS) flute fill between metal seams to support HD cover board.
3. Mechanically fasten 1/2" HD cover board over substrate.
4. Mechanically fasten 60 mil TPO Roofing Membrane System over HD cover board over roof.
5. Includes drip edge, all sealants, adhesives, membrane boot recommendations and metal counterflashing to complete roof system per manufacturer specifications.

Partial Replacement of Metal Siding

1. Remove and replace bottom 3' of existing metal along the north wall (street side of building)
2. Remove and replace metal panels wrapping around the west-facing corner, to the shop door.
3. Patch other siding as needed.
 - Includes building permit issued by the City of Morro Bay
 - Leave the area broom clean.
 - Wicks Workmanship is guaranteed for 10 years for new roof.
 - Metal panels will not match existing siding due to weathering/wear.

Excavation

1. Excavate back building face apx 4" below drip edge 4' away from building

Detailed Scope of Work Continues..

Work Order Number: 134876.00
Work Order Title: Morro Bay WWTP Roofing Project

- 2. Spoils to be disposed of on site at city stockpile

Subject to the terms and conditions of e2iQC Contract CA-R7-GB-101723-NCML



Newton Construction & Management

3/17/25

Date

City of Morro Bay

Date

Contractor's Price Proposal - Summary

Date: January 13, 2025

Re: IGC Master Contract #: CA-R7-GB-101723-NCM
Work Order #: 134876.00
Owner PO #:
Title: Mono Bay WWTP Roofing Project
Contractor: Newlon Construction & Management
Proposal Value: \$293,442.00

Excavation	\$4,907.29
General Requirements	-\$20,860.52
Painting	\$89,746.64
Roofing	\$219,648.59
Proposal Total	\$293,442.00

This total represents the correct total for the proposal. Any discrepancy between the totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 13, 2025

Re: IQC Master Contract #: CA-R7-66-101723-NCM
 Work Order #: 134876.00
 Owner PO #:
 Title: Mono Bay WWTP Roofing Project
 Contractor: Newton Construction & Management
 Proposal Value: \$293,442.00

Inst.	Item	Mod.	UOM	Description	Line Total
Excavation					
1	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand In Soil	\$3,098.35
				Installation	
				Quantity	Unit Price
				17.00	149.39
				Factor	Total
				1.2200	3,098.35
				excavate 1ft depth 115 LF long 4ft wide to uncover building perimeter and provide 4" below drip edge	
2	31 23 16 36 0009 0013			For Excavation In Heavy/Wet Material (Class C), Add	\$1,239.42
				Installation	
				Quantity	Unit Price
				17.00	59.76
				Factor	Total
				1.2200	1,239.42
3	31 23 16 36 0014		CY	Relocating On Site Excavated Stockpiled Material With Dozer From Excavation For Building Foundations and Other Structures >500' to 1,000'	\$284.76
				Installation	
				Quantity	Unit Price
				17.00	13.73
				Factor	Total
				1.2200	284.76
				stockpile material at county yard approx 500 LF away	
4	31 23 16 36 0014 0018			For Up To 20, Add	\$284.76
				Installation	
				Quantity	Unit Price
				17.00	13.73
				Factor	Total
				1.2200	284.76
Subtotal for Excavation					\$4,907.29
General Requirements					
5	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$6,914.64
				Installation	
				Quantity	Unit Price
				6,286.04	1.00
				Factor	Total
				1.1000	6,914.64
				Bonding fee 2% of \$286,452.73	
6	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$27,775.16
				Installation	
				Quantity	Unit Price
				-27,775.16	1.00
				Factor	Total
				1.0000	-27,775.16
				Credit line item for holding price from previous contract	
Subtotal for General Requirements					-\$20,860.52
Painting					
7	01 22 23 00 0905		WK	3,000 PSI Pressure Washer With Full-Time Operator	\$5,253.14
				Installation	
				Quantity	Unit Price
				1.00	4,305.85
				Factor	Total
				1.2200	5,253.14
				2 rounds of pressure washing, 1 before scraping and one after	

Contractor's Price Proposal - Detail

Page 1 of 3
1/13/2025

Contractor's Price Proposal - Detail Continues..

Work Order Number: 134876.00
 Work Order Title: Morro Bay WWTP Roofing Project

Painting							
0	01 22 23 00 0905	0037		For Equipment Without Operator, Deduct			-2,415.40
			Installation	Quantity	Unit Price	Factor	Total
				0.50	-3,959.68	1.2200	-2,415.40
0	09 31 23 00 0399		C&F	Acid Wash (Muratic Acid) Ductwork With Glove/ Mitt			\$37,191.46
			Installation	Quantity	Unit Price	Factor	Total
				720.00	42.34	1.2200	37,191.46
				building footprint of 115LFx110LF wall height average 16ft			
10	09 37 13 23 0071		SF	Brush Up To 14" Diameter Pipe 1.5 Mil Prime And Two 1.5 Mil Alkyd Finish Coats			\$49,717.44
			Installation	Quantity	Unit Price	Factor	Total
				7,200.00	5.66	1.2200	49,717.44
				building footprint of 115LFx110LF wall height average 16ft			
Subtotal for Painting							\$89,746.64
Roofing							
11	01 22 23 00 1219		WK	8,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator			\$16,030.19
			Installation	Quantity	Unit Price	Factor	Total
				2.00	6,569.75	1.2200	16,030.19
				Reach lift used to hoist materials onto the roof, operated 50% of time on site			
12	01 22 23 00 1219	0038		For Equipment Without Operator, Deduct			-66,013.53
			Installation	Quantity	Unit Price	Factor	Total
				1.00	-4,929.12	1.2200	-66,013.53
13	01 71 13 00 0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradels, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.			\$1,838.63
			Installation	Quantity	Unit Price	Factor	Total
				1.00	1,507.07	1.2200	1,838.63
				Delivery of Reschift			
14	07 22 16 00 0172		SF	1" Thick, R3.85, Molded Expanded Polystyrene, Roof Board Insulation (MEPS), Mechanically Fastened			\$41,051.78
			Installation	Quantity	Unit Price	Factor	Total
				12,650.00	2.66	1.2200	41,051.78
				Polystyrene flutz fill per SCW building area 110x115			
15	07 46 19 00 0011		SF	22 Gauge, Painted Finish, Box Ribbed Steel Siding Panel			\$23,111.68
			Installation	Quantity	Unit Price	Factor	Total
				1,500.00	11.84	1.2200	23,111.68
				apx 100FL of panel replacement 16ft avg height			
16	07 54 23 00 0004		SQ	60 Mil, Single Ply Thermoplastic Polyolefin (TPO) Roofing Membrane, Fully Adhered Includes adhesive.			\$71,729.50
			Installation	Quantity	Unit Price	Factor	Total
				126.50	464.78	1.2200	71,729.50
				110x115 TPO roof membrane			
17	07 54 23 00 0004	0135		For >100 To 200, Deduct			-66,798.08
			Installation	Quantity	Unit Price	Factor	Total
				125.50	-44.40	1.2200	-66,798.08

Contractor's Price Proposal - Detail Continues..

Work Order Number: 134876.00
 Work Order Title: Morro Bay WWTP Roofing Project

Roofing								
18	07	54	23	00	0004	0138	For 20 Year Warranty, Add	\$1,080.31
							Installation	
							Quantity	
							Unit Price	
							Factor	
							Total	
								1,080.31
19	07	54	23	00	0018		8F Thermoplastic Polyolefin (TPO) Clad Edge Metal Or Base Flashing 20 Mil TPO membrane laminated to 24 gauge galvanized steel.	\$10,021.57
							Installation	
							Quantity	
							Unit Price	
							Factor	
							Total	
								10,021.57
							building edge flashing and center ridge. 12" flashing width, building perimeter 450L.F. + 115x2 ridge	
20	07	73	00	00	0004		8F 1/2" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Cold Adhesive Applied (Georgia-Pacific DensDeck®)	\$67,596.54
							Installation	
							Quantity	
							Unit Price	
							Factor	
							Total	
								67,596.54
							110x115 roof. 2 layers of 5/8 demastek to level surface for TPO overlay	
Subtotal for Roofing								\$219,648.59
Proposal Total								\$293,442.00

This total represents the correct total for the proposal. Any discrepancy between the totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: January 13, 2025

Re: IGC Master Contract #: CA-R7-GB-181723-NCM
Work Order #: 134875.00
Owner PO #:
Title: Marro Bay WWTP Roofing Project
Contractor: Newton Construction & Management
Proposal Value: \$293,442.00

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

EXHIBIT B

PAYMENT SCHEDULE

Payment(s) will be processed following the satisfactory completion of scheduled work and in the next regularly scheduled check run following submittal of invoice(s).

AMOUNT: Will vary upon scheduling of individual tasks and time and materials rates given in proposal with a total not-to-exceed cost of \$322,786.20. Services provided under this Agreement are provided on an "on-call" basis, to which end the following shall apply to such on-call tasks:

- a. Each task shall be indicated by a written request produced by the **CITY** with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- b. **CONTRACTOR** must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit A; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- c. **CITY** shall in writing approve, modify or reject the Task Proposal, and may issue a notice to proceed.
- d. The task shall be performed at a cost not to exceeding the Task Budget.
- e. **CONTRACTOR** shall complete the task and deliver all deliverables to **CITY** by the Task Completion Date.

EXHIBIT C

INSURANCE REQUIREMENTS
CONTRACTORS WITH VEHICLES

CITY OF MORRO BAY

595 Harbor St.
Morro Bay, CA 93442
(805) 772-6200
FAX (805) 772-7329

INSURANCE REQUIREMENTS FOR CONTRACTORS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, (Including operations personal injury and property damage. If products and Commercial General Liability Insurance or other completed operations) form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, or as a separate owner's policy (CG 20 11 01 96).
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

CONTRACTOR shall furnish the CITY with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the CITY **before** work commences.

The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT D

SCHEDULE OF PERFORMANCE

- I. CONTRACTOR** shall perform all services and deliver all work products timely in accordance with the Contract Term defined at Section 1.01 of this **AGREEMENT**.



AGENDA NO: 7.h

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: March 28, 2025

FROM: Amy Watkins, Police Chief

SUBJECT: Approval of Revised Pay Scale and Job Description for Police Support Services Manager

RECOMMENDED ACTION

Amend the pay schedule for the Police Support Services Manager by adopting:

1. Resolution No. 17-25 approving Job Description and compensation range, and
2. Resolution No. 18-25 amending Management Salary and Benefits 2025-27, and
3. Resolution No. 19-25 approving updated FY 2024-25, 2025-26, and 2026-27 Pay Schedules.

ALTERNATIVES

Make no amendment to the current Police Support Services Manager (PSSM) job description and pay scale.

FISCAL IMPACT

The proposed revised pay schedule would move this position to the next salary range, which is an increase of 17%.

The fiscal impact to the city general fund would be:

FY 2024-25 = \$5,842 FY 2025-26 = \$24,554 FY 2026-27 = \$25,795

BACKGROUND

The current Police Support Services Manager classification has remained largely unchanged since 2004, aside from a 2017 title change from "Support Services Coordinator" to "Police Support Services Manager." That change did not substantially update the job description or reflect the evolving scope of work. In 2014, the Morro Bay Police Department eliminated its dispatch function, including the Dispatch Supervisor position. Many of the associated responsibilities were reassigned to the Police Support Services Manager. Over time, the position has absorbed a significant number of additional duties due to operational changes and increased legal mandates. These have notably expanded the position's complexity, accountability, and potential risk of error.

DISCUSSION

Ongoing duties the Police Support Services Manager (PSSM) performs on a daily, weekly basis:

Prepared By: <u>AW</u>	Dept Review: _____
City Manager Review: <u>YK</u>	City Attorney Review: <u>RWS</u>

- Administrative assistance to the Chief of Police and Police Commander.
- Supervision of five support services/professional staff members.
- Management of computer network.
- Budget preparation and maintenance.
- Custodian of Records
- Management of Report Management System (RMS)
- Department liaison with city staff, general public, and outside agencies.
- Perform department audits for CORI, CLETS, and Detention of minors.
- Comply with State and Federal audits.
- Recruiting and hiring department personnel.
- Maintain current knowledge of laws and regulations concerning police records and property management systems.
- Administrative clerical duties.
- Preparation of purchase orders and other fiscal records.
- Process and comply with subpoenas, court orders, and Pitchess Motions

Increased duties (ongoing) adopted outside of current job description and outside of general PSSM workload, performed on a daily, weekly, monthly basis:

- Administrative process management of Concealed Carry Weapons permits.
- Management of department contracts.
- Audits and system management for CA legislative mandated Racial Identity Profiling Act (RIPA) data collection.
- Assisting staff in writing and reporting crimes that meet the new State and Federal Crime Reporting Databases, CIBRS/NIBRS.
- System management and auditing of LensLock Body Worn Camera system. Including all in unit camera systems. Requires 24-hour on-call for system support and management.
- Management of department building, interview room, and evidence locker surveillance system. Requires 24-hour on-call for system support and management.
- In charge of the city-wide phone system and network.
- Initiation and oversight of department equipment deemed obsolete for department use going to auction at GovDeals.com.
- Department cost recovery.

Project lead on department purchases and contracts:

- Review and implementation of department RIPA system, Veritone.
- Implementation of new Record Management System (RMS), Mark 43.
- Implementation and updates to Body Worn Camera system, LensLock.
- Implementation of new traffic collision software, CrossRoads.
- Contract, hiring, and oversight of department audit for property and evidence, 2021.

Knowledge of:

- Theory, principles, practice and techniques of police administration.
- Principles and practices of public administration, including long-range planning, budgeting, purchasing and maintaining public records.
- Rules of evidence.
- Inter-agency communication/assistance techniques and practices; through knowledge of municipal organization and administration.

- Federal, state, and local laws, policies and directives applicable to areas of responsibility including Public Records Act, CLETS, CJIS, CIBRS/NIBRS, FCC, and HIPPA requirements.
- Federal, state, and local laws, policies and procedures governing records management system for the Department, including the retention, archiving, release and destruction of Department public records.
- Department's Body Worn Camera philosophy, policy, privacy and procedure, including state public records law balancing accountability with transparency, developing effective BWC policies, establishing an effective and efficient public records release process.
- Principles and practices of sound business communication.
- Research methods and analysis techniques.
- City human resources policies and labor contract provisions.
- Safety policies and safe work practices applicable to the work.

In addition to the listed knowledge, skills and experience required for position of PSSM, these additional duties come with a growing amount of focus, stress, and responsibilities that are time sensitive, high liability, and high consequence for error. Limited command staff has forced many of the increased legislative mandates and duties to the Police Support Services Managers desk for oversight. These duties are not found in agency counterparts in or outside the county. The job description change in 2017 did not change or show the increase in the amount of work the PSSM is responsible for or the amount of responsibility that comes with the increased role responsibilities.

JUSTIFICATION FOR CHANGE

The expanded role of the Police Support Services Manager involves management level, time-sensitive responsibilities that exceed the scope of the current classification. Due to limited command staff, many complex mandates have defaulted to this position, which is not the norm for comparable roles in other police agencies. The 2017 title change did not capture the breadth or weight of these responsibilities. To reflect the true nature of the position and ensure appropriate compensation and classification, staff recommends updating the job description and placing the role one salary range above its current placement in the management pay schedule.

CONCLUSION

The Police Support Services Manager position has evolved significantly in complexity and scope. The proposed salary change aligns the classification of Police Support Services Manager with the duties performed. Staff recommends that City Council approve the recommending action and adopting the associated resolutions.

ATTACHMENTS

1. Resolution No. 17-25 Approving Updated Job Description and Compensation Range
2. Resolution No. 18-25 Amending Management Salary and Benefits 2024-27
3. Resolution No. 19-25 Adopting Updated FY 2024-25, 2025-26, and 2026-27 Pay Schedules
 - a. Exhibit A – FY 2024-25 Pay Schedule
 - b. Exhibit B - FY 2025-26 Pay Schedule
 - c. Exhibit C - FY 2026-27 Pay Schedule

RESOLUTION NO. 17-25

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
APPROVING UPDATED JOB DESCRIPTION**

WHEREAS, the Council desires to approve amended “Police Support Services Manager” job classification, set compensation range for the classification, and adopt an updated job description for the unrepresented Management classification.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Morro Bay does hereby attest:

1. The unrepresented full-time classification of “Police Support Services Manager” is hereby amended. The classification will continue to be included within the City’s Unrepresented Management Employee Group. The updated job description for this classification, attached hereto, is hereby adopted. The initial annual compensation for the Police Support Services Manager classification shall be as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
95,451	100,214	105,227	110,490	116,022

2. This resolution shall be effective as of the date of its adoption

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 8th day of April 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk



POLICE SUPPORT SERVICES MANAGER

DEFINITION

Under the direction of the Police Chief, supervises non-sworn support personnel engaged in work assignments of the Police Department's administrative, records, and property and evidence sections; manages the department computer network; provides administrative assistance to the Police Chief and Commander.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- As directed, serves as department liaison to other City staff, the general public, and outside agencies; screens calls, visitors, and mail; responds to complaints and requests for information.
- Assists in collecting, compiling, analyzing, and assembling information from a variety of sources including departmental policies, procedures, systems and precedents, and a variety of other specialized topics of interest to the department.
- Develops, implements, evaluates, and revises department records, computer, and property management systems, procedures, and policies.
- Establishes standards of clerical and communications work performance and reviews work of subordinates for completion, accuracy, and adherence to established policy and procedure.
- Supervises, oversees, or performs the preparation and maintenance of personnel, operations, statistical, and financial records and reports; verifies and reviews materials, applications, records, and reports for completeness, accuracy, and conformance with established policies, regulations, and procedures.
- Assists in preparing, administering, and monitoring the departmental budget; compiles annual budget requests; recommends expenditure requests for designated accounts; estimates supply and equipment requirements for budgetary purposes.
- Assists in selection of, and makes recommendations on, the selection of subordinate personnel; coordinates training and prepares performance evaluations of subordinates.
- Assists staff in writing and reporting crimes that meet the new State and Federal Crime Reporting Databases, CIBRS/NIBRS.

- Implements and manages automated law enforcement records systems using computer applications.
- Provides administrative clerical activities including composing letters, memoranda, reports, resolutions, and ordinances, some containing confidential material; maintains department administrative and personnel files (sworn and non-sworn).
- Prepares purchase orders and other fiscal records for expenditure reimbursements; issues departmental gear and equipment; maintains inventories; maintains other logs and files as needed.
- Processes and complies with court ordered subpoenas, motions for discovery, pitches motions and record sealing orders.
- Acts as custodian of records, property, and evidence.
- Maintains current knowledge of, and operates a variety of computer programs, office equipment including copiers, and facsimile machines; utilizes various computer applications and software packages; maintains data and generates reports from a database network system; creates report documents using word processing and spreadsheet software.
- Administrative process management of Concealed Carry Weapons permits.
- Management of department contracts.
- Audit and system management for CA legislative mandated of Racial Identity Profiling Act (RIPA) data collection.
- System management and auditing of Body Worn Camera system, including all in unit camera systems. Requires 24-hour on-call for system support and management.
- Management of department building, interview room, and evidence locker surveillance system. Requires 24-hour on-call for system support and management.
- In charge of the City-wide phone system and network.
- Initiation and oversight of department equipment deemed obsolete for department use going to auction.
- Management of department cost recovery.
- Complies with State and Federal audits.
- Performs other related duties as required.

QUALIFICATIONS:

Knowledge of:

- Modern office methods, machines, procedures, and practices; including common office computer applications for word processing, spreadsheets, and database management.
- Policies and procedures of the Police Department Records and Communications Bureau
- Basic knowledge of principles of management supervision and training.
- Local, State, and Federal laws applicable to law enforcement public records and confidentiality of information and right to privacy.
- The organizational function of a law enforcement agency as it relates to the criminal justice system.
- Basic computer (LAN) system management and maintenance.
- Principles of budgetary and fiscal management.
- Property and evidence management.
- Basic fiscal, statistical, and research report preparation techniques.
- Theory, principles, practice, and techniques of police administration.
- Principles and practices of public administration, including long-range planning, budgeting, purchasing, and maintaining public records.
- Rules of evidence.
- Inter-agency communication/assistance techniques and practices.
- Thorough knowledge of municipal organization and administration.
- Federal, state, and local laws, policies, and directives applicable to areas of responsibility including Public Records Act, CLETS, CJIS, NIBRS, FCC, and HIPPA requirements.
- Federal, state, and local laws, policies, and procedures governing records management system for the Department, including the retention, archiving, release, and destruction of Department public records.
- Department's Body Worn Camera philosophy, policy, privacy, and procedure, including state public records law balancing accountability with transparency, developing effective BWC policies, establishing an effective and efficient public records release process.
- Principles and practices of sound business communication.
- Research methods and analysis techniques.
- City human resources policies and labor contract provisions.
- Safety policies and safe work practices applicable to the work.

Ability to:

- Plan, supervise, train, delegate, and coordinate work of subordinates.

- Devise and adapt work procedures.
- Understand, interpret, and apply rules, directives, and laws to specific situations.
- Operate a variety of computer software including word processing, database, and records management applications.
- Maintain cooperative working relationships.
- Exercise independent judgment.
- Understand the organization and operation of the City and outside agencies.
- Transcribe tape recordings.
- Research, compile, and interpret data.
- Implement and maintain applicable filing systems.
- Communicate clearly and concisely, both orally and in writing.
- Successfully accomplish responsibilities that are time sensitive, high liability, and tend to have a high consequence for error.

Education & Experience:

- Associate's degree in a related field; OR
- Equivalent work experience; AND
- Minimum of four years of increasingly responsible clerical or administrative experience involving law enforcement records, communications, and computers with two years supervisory or lead experience preferred. Peace Officers Standards and Training (P.O.S.T.) courses in records management, property and evidence management, and civilian supervision preferred.

The Fine Print

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

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

TOOLS & EQUIPMENT USED

Typical and complex office equipment including personal computer word processing, spread sheet, computer aided dispatch and records management applications, telephone, copy machine, fax machine, and calculator.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to sit and talk or hear; walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, crouch, kneel or crawl. The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Normal office setting with extensive public contact. The employee is occasionally exposed to hazardous, toxic and dangerous substances and objects. The noise level in the work environment is usually quiet. At times can be required to work during times outside of normal working hours.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interview and reference check; job related tests may be required. Selection process shall include complete background, polygraph, psychological, and pre-employment drug screening.

Approved by the Morro Bay City Council on June 14, 2004.

Revised and approved by the Morro Bay City Council on June 27, 2017.

Revised and approved by the Morro Bay City Council on April 8, 2025.

RESOLUTION NO. 18-25

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
AMENDING AND RESTATING THE PREVIOUSLY ADOPTED
COMPENSATION AND BENEFITS FOR THE UNREPRESENTED MANAGEMENT
DESIGNATED EMPLOYEES OF THE CITY OF MORRO BAY

WHEREAS, Section 36506 of the California Government Code requires the City Council to fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Morro Bay Municipal Code Section 2.20.020 also provides the salaries and compensation of officers and employees of the City of Morro Bay ("City") shall be as fixed and determined by resolution of the City Council, except as specifically fixed in Chapter 2.20 of the Morro Bay Municipal Code; and

WHEREAS, the City has established a system of classification for all positions within the City service with descriptive occupational titles, used to identify and distinguish classifications and/or positions from one another, based on job duties, essential functions, knowledge, skills, abilities, and minimum requirements; and

WHEREAS, the Meyers-Milias-Brown Act ("MMBA") (Government Code sections 3500 *et seq.*)¹ governs labor relations between local government employers and employees and Section 3507.5 thereof permits a public agency to adopt local rules and regulations providing for the designation of the "management" employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation; and

WHEREAS, the City's Employer-Employee Relations Resolution, Resolution No. 08-17, represents the City's adoption of local rules and regulations for the administration of employer-employee relations, including, but not limited to, the designation of "management" employees, summarized in brief from that resolution as generally defined as meaning those employees who have significant responsibilities for formulating and administering City policies and programs and the authority to exercise independent judgment to hire, discipline, promote discharge; assign, or transfer other employees or who have the responsibility to use independent judgment to direct such employees, adjust their grievances, or recommend personnel action; and

WHEREAS, the City has designated such "management" employees as more fully identified and listed herein below, and

¹ Unless otherwise stated, references to Sections will be to the Government Code.

WHEREAS, the “management” employees identified and listed herein are “unrepresented,” meaning that they are not part of any City Council determined appropriate bargaining unit nor represented by any recognized employee organization as defined by the City’s Employer-Employee Relations Resolution and the MMBA; and

WHEREAS, the City Council deems it is in the best interest of the City to adjust the compensation of the unrepresented management employees, whose titles are listed herein, by a Cost of Living Adjustment (COLA) salary increase established by City Council for these employees for FY 2024/25, FY 25/26, and FY 2026/27.

NOW, THEREFORE, BE IT RESOLVED the Morro Bay City Council does hereby adopt this Resolution, amending and restating the previously adopted and amended schedule of compensation and benefits for the City of Morro Bay’s unrepresented management employees and superseding and replacing any prior compensation and benefits resolutions, contracts, agreements or memorandum for such employees, including, but not limited to, Resolution No. 33-17 as follows:

A. CLASSIFICATION/POSITION LIST

The following is a list of authorized management classifications:

- Accounting Manager
- Administrative Programs Manager
- Assistant to the City Manager/Public Relations Manager
- City Clerk
- City Engineer
- Deputy Chief/Fire Marshal
- Harbor Business Manager
- Human Resources/Risk Manager
- Information Technology Manager
- Maintenance Division Manager
- Management Analyst
- Planning Manager
- Police Commander
- Police Support Services Manager
- Recreation Services Manager
- Senior Civil Engineer
- Senior Planner
- Utility Division Manager

B. NORMAL WORK HOURS

Management employees are expected to work during normal City business hours and may be required to work longer hours (more than an eight-hour day and more than five days per week). However, they are not subject to overtime compensation, as they are considered exempt employees within the definition of the FLSA. The occasional use of alternative work schedules can be implemented upon approval of the City Manager.

C. **EXEMPT TIME OFF**

As stated in B above, management employees are considered *exempt* employees. However, the City provides various leave banks for employees' use, with accrual and use record-keeping being required to properly maintain the leave banks.

Time off of less than two continuous hours in a day does not need to be recorded by exempt employees. Abuses of this exception, such as daily use or random periods within a day, will not be allowed. This exception is also not allowed to be combined with any leaves.

D. **ADMINISTRATIVE LEAVE**

Management employees receive up to seventy-two (72) hours annually in paid administrative leave in a lump sum accrual at the beginning of each fiscal year. The City Manager or designee, upon recommendation by the management employee's Department Head, may grant additional administrative leave to the management employee. The administrative leave bank may never accrue more than ninety-six (96) total hours, which may limit the number of hours credited to the employee's administrative leave bank on July 1st of each year.

New management employees will be provided a pro-rata share of the annual seventy-two-hour administrative leave bank upon employment.

Administrative leave time must be taken off on an hour-for-hour basis equaling employee actual time off, regardless of accumulation rates. Administrative leave is a compensable leave, and any remaining hours in the employee's bank will be paid out upon separation from City service, at the employee's current hourly rate of pay.

E. **VACATION LEAVE**

Management employees accrue vacation, based on the schedule below. The City Manager shall have the authority to decide service years as the they see fit.

<u>Service Years</u>	<u>Entitlement in Days</u>
1 thru 2	10
3 thru 4	11
5 thru 6	12
7 thru 8	13
9 thru 10	14
11 thru 12	15
13 thru 14	16
15 thru 16	17
17 thru 18	18
19 thru 20	19
21 or more	20

Vacation leave time must be taken off on an hour-for-hour basis equaling employee actual time off, regardless of accumulation rates.

Management employees are subject to a maximum leave accumulation of three hundred (300) hours. Any hours exceeding the maximum accumulation as of November 1st of each year will be paid out in the pay period including December 1st.

Management employees will be provided an option to convert up to 40 hours of vacation into compensation per calendar year, subject to meeting the following requirements, provided that at the time of the conversion request at least 20 hours of vacation time remains in the employee's vacation bank. To be eligible for cash out of accrued vacation leave, an employee must pre-elect the number of vacation hours they will cash out, up to a maximum of 40 hours, by December 15 of the preceding calendar year. The election will apply only to vacation hours accrued in the next calendar year. The election to cash out vacation hours in each designated year is irrevocable. Management employees who elect to cash out vacation leave hours must cash out the number of accrued hours pre-designated on the irrevocable election form provided by the City. Employees who pre-designate cash out amounts may request a cash out at any time in the designated calendar year by submitting a cash out request at least 30 days in advance to Human Resources. Human Resources will confirm the cash out amount has accrued and is consistent with the amount the employee pre-designated, then forward to payroll to complete the cash out request. If the full amount of hours designated for cash out is not available at the time of cash out request, the maximum available will be paid.

For Management employees who have not requested payment of the elected cash out amount by November 1 of each year, payroll will automatically cash out the pre-designated amount in a paycheck issued on or after the payroll date including November 1. Additionally, the City may, prior to the end of the calendar year, automatically cash out the vacation leave accrued each pay period by an employee such that the vacation leave cash out is consistent with the employee's pre-elected number of vacation leave cash-out hours for that year.

Employees who do not pre-designate vacation leave cash-out hours or who decline the cash opt option by the December 15 deadline will be deemed to have waived the right and will not be eligible to cash out any vacation leave in that year.

Vacation accrual is a compensable leave, and any hours remaining in the employee's vacation bank will be paid out upon separation from City service, at the employee's current hourly rate of pay.

F. **HOLIDAYS**

The following days are paid holidays for management employees:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Spring Break Holiday	Observed the Friday before Easter weekend
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th
Floating Holiday	Varies
Floating Holiday	Varies

Any holiday, which falls on a Saturday or Sunday, will be officially designated as a "HOLIDAY" on the prior Friday (if Saturday) or Monday (if Sunday).

For management employees, one holiday equals eight hours, unless the employee is working the 9/80 alternative work schedule where one holiday may equal eight or nine hours depending on the normally scheduled workday being either an eight- or nine-hour work day for that employee.

Floating holiday hours are recorded in a bank in July of each fiscal year and may be carried over to the next fiscal year, to a maximum accumulation of forty-eight (48) hours of holiday time. Hours of holiday time accumulated over forty-eight (48) hours will be paid out in December. All leave time (vacation, sick leave, holiday, etc.) will be taken off on an hour-for-hour basis equaling employee actual time off from work during normal business hours, regardless of accumulation rates.

Floating holiday pay is a compensable leave, and any remaining hours in the employee's bank will be paid out upon separation from City service, at the employee's current hourly rate of pay.

G. **SICK LEAVE**

All employees accrue ninety-six (96) hours per year in a sick leave bank to be used for employee illness, forty-eight (48) hours of which may be used to care for the employee's family member for illness or any other reason mandated by law. All leave time (vacation, sick leave, holiday, etc.) will be taken off on an hour-for-hour basis, equaling employee actual time off from work during normal business hours, regardless of accumulation rates.

Upon retirement from City service, remaining unused sick leave converts to time served under the applicable contract between the City and the California Public Employees' Retirement System ("CalPERS"), if any. Sick leave converted to service credit for CalPERS purposes cannot be compensated (converted to dollars).

Based on individual utilization of paid sick leave in the preceding calendar year, management employees may convert unused accumulated sick leave into paid vacation leave once per calendar year, pursuant to the formula below:

<u>Sick Leave Utilization</u>	<u>Sick Leave</u>	<u>Maximum Conversion to Vacation Leave</u>
0 hours	96 hours	48 hours
.25 to 8 hours	72 hours	36 hours
8.25 to 16 hours	48 hours	24 hours
16.25 to 25 hours	24 hours	12 hours
Over 25 hours	0 hours	0 hours

At least one-hundred sixty (160) accrued hours must remain in the management employee's sick leave bank for an employee to be eligible for conversion or for a conversion to be authorized. In addition, the right to convert does not carry over or rollover from calendar year to calendar year; failure to request conversion in any calendar year eliminates the right to do so for that calendar year.

Upon the Service Retirement of a management employee, who has more than ten years of service with the City, said employee shall be entitled to receive payment for up to the first seven hundred twenty hours of their accrued sick leave at thirty-five percent of the employee's rate of pay, as of the date of service retirement. Service Retirement is defined as service retirement from both the City and CalPERS. Voluntary separation or termination actions are excluded from this benefit.

H. RETIREMENT BENEFITS

All employees, enrolled in the CalPERS retirement system, bear the risk of payment of any increases in the employee contribution, above the current percentage, made by action of CalPERS, the California Public Employees Pension Reform Act of 2013 ("PEPRA") or related legislation, and/or the State Legislature.

All employee CalPERS contributions are paid to CalPERS, based upon tax treatment currently permitted by the State Franchise Tax Board and the Internal Revenue Service ("IRS").

The following is descriptive information on City CalPERS-contracted retirement plans:

CalPERS Miscellaneous Plans

All employees pay 100% of the employee contribution to CalPERS, which is currently:

1. Tier 1 Classic members = 8%
2. Tier 2 Classic members = 7%
3. Tier 3 PEPRA members = one-half the normal cost of retirement (currently 6.75%)

Tier 1: All employees, who were hired prior to December 10, 2011, receive the following CalPERS retirement formula and optional benefits (existing Tier 1 employees, promoted to another position within the City, will not be considered new hires, with respect to retirement formulas):

1. 2.7% @ 55 formula (Section 21354.5)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 1 Year (Section 20042)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 2: All employees who were hired on or after December 10, 2011, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the CalPERS definition of *classic member*, as determined by CalPERS under PEPRA and related legislation, receive the following CalPERS retirement formula and optional benefits:

1. 2% @ 60 formula (benefit factor increases to 2.418% @ 63+) (Section 21353)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 3 Years (Section 20037)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 3: All employees, who were hired on or after January 1, 2013, and meet the definition of *new member*, as determined by CalPERS under PEPRA and related legislation, receive the following CalPERS retirement formula and optional benefits:

1. 2% @ 62 formula (benefit factor increases to 2.5% @ 67+) (Section 7522.20)
2. Final Compensation 3 Years (Section 20037)

3. Member contribution rate of fifty percent of the expected normal cost rate, which is currently 13.5% (6.75% is employee's portion)
4. Unused Sick Leave Credit (Section 20965)
5. Military Service Credit (Section 21024 and 21027)
6. 1959 Survivor Benefit, Level 4 (21574)
7. Pre-Retirement Option 2W Death Benefit (Section 21548)

CalPERS Safety Plans

All employees pay 100% of the employee contribution to CalPERS, which is currently:

1. Tier 1 and Tier 2 Classic members = 9%
2. Tier 3 PEPRA members = 13.0% (50% of the normal contribution rate)

Tier 1: All employees, who were hired prior to September 17, 2011, receive the following CalPERS retirement formula and optional benefits (existing Tier 1 employees, promoted to another position within the City, will not be considered new hires, with respect to retirement formulas):

1. 3% @ 50 formula (Section 21362.2)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 1 Year (Section 20042)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 2: All employees, who were hired on or after September 17, 2011, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the definition of *classic member*, as determined by CalPERS under PEPRA and related legislation, receive the following CalPERS retirement formula and optional benefits:

1. 3% @ 55 formula (Section 21363.1)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 3 Years (Section 20037)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 3: All employees, who were hired on or after January 1, 2013, and meet the definition of *new member*, as determined by CalPERS under PEPRA and related legislation, receive the following CalPERS retirement formula and optional benefits:

1. 2.7% @ 57 formula
2. Final Compensation 3 Years (Section 20037)

3. Member contribution rate of fifty percent of the expected normal cost rate, which is currently 26% (13.0% is employee's portion)
4. Unused Sick Leave Credit (Section 20965)
5. Military Service Credit (Section 21024 and 21027)
6. 1959 Survivor Benefit, Level 4 (21574)
7. Pre-Retirement Option 2W Death Benefit (Section 21548)

Employee Cost Sharing: CalPERS Classic Member Tier 1 & 2 employees shall make a 1% cost sharing contribution to the employer's contribution to CalPERS effective the first full payroll period after City Council approval of a CalPERS Contract Amendment providing for such payment commencing FY 23/24, but in no event sooner than the pay period including July 1, 2023.

I. HEALTH/LIFE/VISION/DENTAL INSURANCE

All employees receive the following contribution toward the purchase of CalPERS health insurance, which includes the required CalPERS monthly contribution:

City will pay an amount equal to 100% of Employee-only premium, 90% of Employee + one premium, and 89% of Employee + two or more (family coverage) premium for the **lowest-cost PPO plan offered by CalPERS**.

For calendar years 2024 and 2025, the City will contribute 100% of the dental and vision premiums for Employees and their dependents.

The city will pay up to a 5% increase in premiums for the calendar year 2026 and up to a 5% increase for the calendar year 2027 through the end of the 2027 calendar year. Employees will pay for any increase beyond 5%.

Life insurance is provided at \$50,000 per employee.

For retired employees, City contributes the required CalPERS monthly contribution towards CalPERS health plans, as selected by retiree.

J. LONG-TERM DISABILITY ("LTD") INSURANCE PROGRAM

Management employees do not participate in the California State Disability Insurance program. City provides LTD to its management employees and pays the cost for the plan.

K. DEFERRED COMPENSATION PROGRAM

Management employees receive a matching contribution up to \$1,500, per calendar year, paid to employee's deferred compensation plan, or approved retiree medical savings plan. City matching contributions are paid on a 2:1 basis (e.g., employee contributes \$2, City contributes \$1).

L. LONGEVITY INCENTIVE

Once annually, for employees who have been continuously employed with City for ten (10) years of full-time employment, City shall contribute to the employee's deferred compensation plan (Section 457 account) \$25 per year for each whole year of continuous full-time employment with City, plus an additional \$25 per year for each whole year of continuous full-time employment completed after ten (10) years.

For example:

If an employee has been employed full-time with the City for 10 years, the City will contribute \$250 that year (\$25 for each year of continuous full-time employment).

If an employee has been employed full-time with the City for 14 years, the City will contribute \$350 that year (\$25 for each year of continuous full-time employment).

Whole years of full-time employment shall be determined on September 1st of each year.

Fractions of a year will be rounded down to the nearest whole year.

Deposits into the deferred compensation plan shall be made in one lump sum no later than the second pay period in September.

M. SPECIAL PAY

Management employees may receive up to \$150 reimbursement per fiscal year, to purchase steel-toed shoes, as required in the performance of their job duties. Proof of purchase is required, and reimbursement is based on price paid, not to exceed \$150 per fiscal year. Once purchased, footwear must be worn while working.

N. COMPENSATION ADJUSTMENTS

Annual Cost of Living Adjustments (COLA) and/or equity adjustments may be given to management employees, as recommended by the City Manager and approved by the City Council, though neither is guaranteed.

1. Effective the pay period including July 1, 2024, City shall provide a 5% COLA increase to base salaries for all management employees (see Exhibit A updated salary table).
2. Effective the pay period including July 1, 2025, City shall provide a 5% COLA increase to base salaries for all management employees (see Exhibit B updated salary table).

3. Effective the pay period including July 1, 2026, the City shall provide a 5% COLA increase to base salaries for all management employees (see Exhibit C updated salary table).
4. Effective the pay period including July 1, 2024, in addition to the COLA above, City shall provide a 3% Equity Adjustment increase to base salaries for the Chief Building/Plans Examiner, City Clerk, Information Technology Manager, Recreation Services Manager, Planning Manager, Human Resources/Risk Manager, Accounting Manager, Senior Civil Engineer, Deputy Chief/Fire Marshal, and Police Commander.
5. Effective the pay period including July 1, 2025, in addition to the COLA above, City shall provide a 2% Equity Adjustment increase to base salaries for the Chief Building/Plans Examiner, City Clerk, Information Technology Manager, Recreation Services Manager, Planning Manager, Human Resources/Risk Manager, Accounting Manager, Senior Civil Engineer, and Police Commander, and a 1% Equity Adjustment increase to the base salary for the Deputy Chief/Fire Marshal.
6. Effective the pay period including July 1, 2026, in addition to the COLA above, City shall provide a 2% Equity Adjustment increase to base salaries for the Chief Building/Plans Examiner, City Clerk, Information Technology Manager, Recreation Services Manager, Planning Manager, Human Resources/Risk Manager, Accounting Manager, Senior Civil Engineer, and Police Commander, and a 1% Equity Adjustment increase to the base salary for the Deputy Chief/Fire Marshal.

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O. EDUCATION REIMBURSEMENT

City will reimburse its management employees for costs associated with job-related and job-required certifications, correspondence courses, and/or licenses (except Class III driver's license), upon successful completion of the examination or course by the employee. Written authorization, from the employee's Department Director, is required in advance. Reimbursement includes application fees, examination fees, and certificate fees. Renewal fees may be paid in advance by City. This provision does not apply to continuing education requirements.

City will provide a City vehicle, when available, for required transportation, and will permit paid time for employee to take examinations, scheduled during normal working hours. If no City vehicle is available, then City will reimburse mileage for the use of the management employee's personal vehicle, at current IRS mileage rates.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 8th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

**ATTACHMENT A
MANAGEMENT PAY SCHEDULE
EFFECTIVE APRIL 8, 2025**

POSITION	ANNUAL SALARY				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MANAGEMENT ANALYST	81,619	85,696	89,981	94,474	99,195
POLICE SUPPORT SERVICES MANAGER	95,451	100,214	105,227	110,490	116,022
HARBOR BUSINESS MANAGER	95,451	100,214	105,227	110,490	116,022
MAINTENANCE DIVISION MANAGER	95,451	100,214	105,227	110,490	116,022
ADMINISTRATIVE PROGRAMS MANAGER	95,451	100,214	105,227	110,490	116,022
ASSISTANT TO THE CITY MANAGER/PUBLIC RELATIONS MANAGER	95,451	100,214	105,227	110,490	116,022
SENIOR PLANNER	95,451	100,214	105,227	110,490	116,022
CHIEF BUILDING INSP/PLANS EXAMINER	98,176	103,085	108,222	113,651	119,330
CITY CLERK	98,176	103,085	108,222	113,651	119,330
INFORMATION TECHNOLOGY MANAGER	98,176	103,085	108,222	113,651	119,330
RECREATION SERVICES MANAGER	98,176	103,085	108,222	113,651	119,330
PLANNING MANAGER	107,994	113,402	119,059	125,008	131,248
HUMAN RESOURCES/RISK MANAGER	107,994	113,402	119,059	125,008	131,248
ACCOUNTING MANAGER	107,994	113,402	119,059	125,008	131,248
SENIOR CIVIL ENGINEER	107,994	113,402	119,059	125,008	131,248
CITY ENGINEER	123,739	129,917	136,406	143,250	150,405
UTILITY DIVISION MANAGER	123,739	129,917	136,406	143,250	150,405
DEPUTY CHIEF / FIRE MARSHAL	131,186	137,758	144,622	151,861	159,453
POLICE COMMANDER	142,896	150,030	157,539	165,402	173,701

**ATTACHMENT B
MANAGEMENT PAY SCHEDULE
EFFECTIVE JULY 1, 2025**

POSITION	ANNUAL SALARY				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MANAGEMENT ANALYST	85,696	89,981	94,474	99,195	104,146
POLICE SUPPORT SERVICES MANAGER	100,214	105,227	110,490	116,022	121,826
HARBOR BUSINESS MANAGER	100,214	105,227	110,490	116,022	121,826
MAINTENANCE DIVISION MANAGER	100,214	105,227	110,490	116,022	121,826
ADMINISTRATIVE PROGRAMS MANAGER	100,214	105,227	110,490	116,022	121,826
ASSISTANT TO THE CITY MANAGER/PUBLIC RELATIONS MANAGER	100,214	105,227	110,490	116,022	121,826
SENIOR PLANNER	100,214	105,227	110,490	116,022	121,826
CHIEF BUILDING INSP/PLANS EXAMINER	105,040	110,302	115,794	121,597	127,691
CITY CLERK	105,040	110,302	115,794	121,597	127,691
INFORMATION TECHNOLOGY MANAGER	105,040	110,302	115,794	121,597	127,691
RECREATION SERVICES MANAGER	105,040	110,302	115,794	121,597	127,691
PLANNING MANAGER	115,544	121,347	127,400	133,765	140,442
HUMAN RESOURCES/RISK MANAGER	115,544	121,347	127,400	133,765	140,442
ACCOUNTING MANAGER	115,544	121,347	127,400	133,765	140,442
SENIOR CIVIL ENGINEER	115,544	121,347	127,400	133,765	140,442
CITY ENGINEER	129,917	136,406	143,229	150,405	157,934
UTILITY DIVISION MANAGER	129,917	136,406	143,229	150,405	157,934
DEPUTY CHIEF / FIRE MARSHAL	139,048	146,016	153,296	160,971	169,021
POLICE COMMANDER	152,901	160,534	168,563	176,987	185,869

**ATTACHMENT C
MANAGEMENT PAY SCHEDULE
EFFECTIVE JULY 1, 2026**

POSITION	ANNUAL SALARY				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MANAGEMENT ANALYST	89,981	94,474	99,195	104,146	109,346
POLICE SUPPORT SERVICES MANAGER	105,227	110,490	116,022	121,826	127,920
HARBOR BUSINESS MANAGER	105,227	110,490	116,022	121,826	127,920
MAINTENANCE DIVISION MANAGER	105,227	110,490	116,022	121,826	127,920
ADMINISTRATIVE PROGRAMS MANAGER	105,227	110,490	116,022	121,826	127,920
ASSISTANT TO THE CITY MANAGER/PUBLIC RELATIONS MANAGER	105,227	110,490	116,022	121,826	127,920
SENIOR PLANNER	105,227	110,490	116,022	121,826	127,920
CHIEF BUILDING INSP/PLANS EXAMINER	112,403	118,019	123,906	130,104	136,635
CITY CLERK	112,403	118,019	123,906	130,104	136,635
INFORMATION TECHNOLOGY MANAGER	112,403	118,019	123,906	130,104	136,635
RECREATION SERVICES MANAGER	112,403	118,019	123,906	130,104	136,635
PLANNING MANAGER	123,635	129,834	136,323	143,125	150,280
HUMAN RESOURCES/RISK MANAGER	123,635	129,834	136,323	143,125	150,280
ACCOUNTING MANAGER	123,635	129,834	136,323	143,125	150,280
SENIOR CIVIL ENGINEER	123,635	129,834	136,323	143,125	150,280
CITY ENGINEER	136,406	143,229	150,384	157,934	165,838
UTILITY DIVISION MANAGER	136,406	143,229	150,384	157,934	165,838
DEPUTY CHIEF / FIRE MARSHAL	147,389	154,773	162,490	170,622	179,171
POLICE COMMANDER	163,613	171,766	180,357	189,384	198,890

RESOLUTION NO. 19-25

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
SUPERSEDING AND REPLACING RESOLUTION NO. 14-25 AND APPROVING
THE UPDATED FISCAL YEAR 2024-2025, FISCAL YEAR 2025-26, AND FISCAL YEAR 2026-27
CITY-WIDE PAY SCHEDULES**

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

WHEREAS, Section 36506 of the California Government Code requires that the City Council fix compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Morro Bay Municipal Code Title 2, Chapter 2.20, Section 2.20.020 requires that the salaries and compensation of officers and employees of the City shall be as fixed and determined by resolution of the City Council, after due consideration of employees' bargaining rights, as established by the Meyers-Milias-Brown Act, except those fixed in this chapter; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their employee compensation on one pay schedule document, approved and adopted by the governing body, in accordance with California Code of Regulations (CCR), section 570.5, and meeting all of the following requirements thereof:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the formal approval of the updated and revised pay schedules requires that they are duly approved and adopted by the City Council by resolution, and the 2 CCR 570.5 regulation requires the adoption of a revised and updated Pay Schedule for Fiscal Year 2024-25, Fiscal Year 2025-26, and Fiscal Year 2026-27, attached as Exhibits A-C and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Morro Bay does hereby:

1. Resolution No. 14-25 shall be superseded and replaced by this resolution effective April 8, 2025, and

2. The Combined Pay Schedules, attached hereto as Exhibit A-C shall be effective April 8, 2025.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 8th day of April 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2024-25: Effective 4/8/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SEIU LOCAL 620	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
ACCOUNT CLERK IN-TRAINING	18.96	19.92	20.92	21.96	23.06		39,437	41,434	43,514	45,677	47,965	
ACCOUNT CLERK I	22.93	24.08	25.28	26.54	27.87		47,694	50,086	52,582	55,203	57,970	
CONSOLIDATED MAINTENANCE WRK I	22.93	24.08	25.28	26.54	27.87		47,694	50,086	52,582	55,203	57,970	
OFFICE ASST. III	22.93	24.08	25.28	26.54	27.87		47,694	50,086	52,582	55,203	57,970	
OFFICE ASST. IV	24.79	26.03	27.33	28.70	30.14		51,563	54,142	56,846	59,696	62,691	
ACCOUNT CLERK II	25.76	27.05	28.39	29.82	31.31		53,581	56,264	59,051	62,026	65,125	
CONSOLIDATED MAINTENANCE WRK II	25.76	27.05	28.39	29.82	31.31		53,581	56,264	59,051	62,026	65,125	
RECREATION SPECIALIST	25.76	27.05	28.39	29.82	31.31		53,581	56,264	59,051	62,026	65,125	
ACCOUNT CLERK III	27.58	28.97	30.42	31.93	33.53		57,366	60,258	63,274	66,414	69,742	
CONSOLIDATED MAINTENANCE WRK III	27.58	28.97	30.42	31.93	33.53		57,366	60,258	63,274	66,414	69,742	
PERMIT TECHNICIAN	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
ADMINISTRATIVE TECHNICIAN	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
BUILDING PERMIT TECHNICIAN I	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
SUPPORT SERVICES TECHNICIAN	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
PROPERTY EVIDENCE CLERK	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
COMMUNITY SERVICES OFFICER	28.08	29.47	30.95	32.50	34.13		58,406	61,298	64,376	67,600	70,990	
MECHANIC	28.97	30.42	31.94	33.54	35.22		60,258	63,274	66,435	69,763	73,258	
RECREATION COORDINATOR	28.97	30.42	31.94	33.54	35.22		60,258	63,274	66,435	69,763	73,258	
ENGINEERING TECHNICIAN III	32.81	34.45	36.18	37.99	39.89		68,245	71,656	75,254	79,019	82,971	
MAINTENANCE LEADWORKER	32.81	34.45	36.18	37.99	39.89		68,245	71,656	75,254	79,019	82,971	
BUILDING PERMIT TECHNICIAN II	32.81	34.45	36.18	37.99	39.89		68,245	71,656	75,254	79,019	82,971	
UTILITY OPERATOR	32.87	34.51	36.24	38.04	39.95		68,370	71,781	75,379	79,123	83,096	
UTILITY SUPPORT COORDINATOR	32.87	34.51	36.24	38.04	39.95		68,370	71,781	75,379	79,123	83,096	
ASSISTANT PLANNER	34.18	36.44	37.67	39.56	41.54		71,094	75,795	78,354	82,285	86,403	
BUILDING INSPECTOR	34.34	36.06	37.85	39.75	41.74		71,427	75,005	78,728	82,680	86,819	
BUILDING INSPECTOR/CODE ENF OFFICER	34.34	36.06	37.85	39.75	41.74		71,427	75,005	78,728	82,680	86,819	

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2024-25: Effective 4/8/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RECREATION SUPERVISOR	34.45	36.18	37.99	39.89	41.88		71,656	75,254	79,019	82,971	87,110	
HARBOR PATROL OFFICER	34.53	36.27	38.07	39.98	41.98		71,822	75,442	79,186	83,158	87,318	
UTILITY OPERATOR MC (MULTIPLE CERT)	35.16	36.93	38.77	40.71	42.75		73,133	76,814	80,642	84,677	88,920	
IT SYSTEMS ANALYST	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
ENGINEERING TECHNICIAN IV	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
ASSISTANT ENGINEER	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
ASSOCIATE PLANNER	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
BUILDING INSPECTOR/PLANS EXAMINER	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
CONSOLIDATED MAINT FIELD SUPV	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
PUBLIC WORKS INSPECTOR	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
HARBOR BUSINESS COORD	38.94	40.89	42.93	45.08	47.33		80,995	85,051	89,294	93,766	98,446	
LEAD UTILITY OPERATOR	39.17	41.13	43.18	45.34	47.61		81,474	85,550	89,814	94,307	99,029	
OPERATIONAL TECHNOLOGY SPECIALIST	41.12	43.18	45.33	47.60	49.98		85,530	89,814	94,286	99,008	103,958	
HARBOR PATROL SUPERVISOR	42.66	44.79	47.03	49.38	51.86		88,733	93,163	97,822	102,710	107,869	
ASSOCIATE ENGINEER	44.19	46.40	48.72	51.16	53.72		91,915	96,512	101,338	106,413	111,738	
UTILITY DIVISION SUPERVISOR	44.19	46.40	48.72	51.16	53.72		91,915	96,512	101,338	106,413	111,738	

MORRO BAY PEACE OFFICERS' ASSOC.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	39.53	41.50	43.58	45.76	48.05	50.45	82,222	86,320	90,646	95,181	99,944	104,936
POLICE DETECTIVE	41.50	43.58	45.76	48.05	50.45	52.97	86,320	90,646	95,181	99,944	104,936	110,178
POLICE SCHOOL RESOURCE OFFICER	41.50	43.58	45.76	48.05	50.45	52.97	86,320	90,646	95,181	99,944	104,936	110,178
POLICE SENIOR OFFICER	41.50	43.58	45.76	48.05	50.45	52.97	86,320	90,646	95,181	99,944	104,936	110,178
POLICE SERGEANT	50.67	53.21	55.87	58.67	61.59	64.68	105,394	110,677	116,210	122,034	128,107	134,534

MORRO BAY FIRE FIGHTERS ASSOC.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	25.83	27.13	28.48	29.91	31.41	75,217	79,003	82,934	87,098	91,466
FIREFIGHTER/PARAMEDIC	28.41	29.84	31.33	32.90	34.54	82,730	86,894	91,233	95,805	100,580

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2024-25: Effective 4/8/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FIRE ENGINEER	28.24	29.66	31.14	32.69	34.33		82,235	86,370	90,680	95,193	99,969	
FIRE ENGINEER/PARAMEDIC	31.07	32.63	34.26	35.96	37.77		90,476	95,019	99,765	104,716	109,986	
FIRE CAPTAIN	32.48	34.08	35.79	37.58	39.46		94,582	99,241	104,220	109,433	114,908	
FIRE CAPTAIN/PARAMEDIC	35.72	37.50	39.38	41.34	43.42		104,017	109,200	114,675	120,382	126,439	
FIRE MARSHAL	38.55	40.47	42.49	44.61	46.85		112,258	117,849	123,731	129,904	136,427	
UNREPRESENTED CONFIDENTIAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
HUMAN RESOURCES ANALYST I	31.96	33.56	35.24	36.99	38.84		66,477	69,805	73,299	76,939	80,787	
EXECUTIVE ASSISTANT/DEPUTY CLERK	34.34	36.06	37.85	39.75	41.74		71,427	75,005	78,728	82,680	86,819	
SENIOR ACCOUNTING TECHNICIAN	35.69	37.47	39.35	41.32	43.39		74,235	77,938	81,848	85,946	90,251	
FISCAL ANALYST	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
HUMAN RESOURCES ANALYST II	38.43	40.35	42.37	44.49	46.71		79,934	83,928	88,130	92,539	97,157	
UNREPRESENTED MANAGEMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
MANAGEMENT ANALYST	39.24	41.20	43.26	45.42	47.69		81,619	85,696	89,981	94,474	99,195	
POLICE SUPPORT SERVICES MANAGER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
HARBOR BUSINESS MANAGER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
MAINTENANCE DIVISION MANAGER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
ADMINISTRATIVE PROGRAMS MANAGER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
ASST. TO THE CITY MANAGER/PR MANAGER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
SENIOR PLANNER	45.89	48.18	50.59	53.12	55.78		95,451	100,214	105,227	110,490	116,022	
CHIEF BUILDING INSP/PLANS EXAMINER	47.20	49.56	52.03	54.64	57.37		98,176	103,085	108,222	113,651	119,330	
CITY CLERK	47.20	49.56	52.03	54.64	57.37		98,176	103,085	108,222	113,651	119,330	
INFORMATION TECHNOLOGY MANAGER	47.20	49.56	52.03	54.64	57.37		98,176	103,085	108,222	113,651	119,330	
RECREATION SERVICES MANAGER	47.20	49.56	52.03	54.64	57.37		98,176	103,085	108,222	113,651	119,330	
PLANNING MANAGER	51.92	54.52	57.24	60.10	63.10		107,994	113,402	119,059	125,008	131,248	
HUMAN RESOURCES/RISK MANAGER	51.92	54.52	57.24	60.10	63.10		107,994	113,402	119,059	125,008	131,248	

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2024-25: Effective 4/8/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ACCOUNTING MANAGER	51.92	54.52	57.24	60.10	63.10		107,994	113,402	119,059	125,008	131,248	
SENIOR CIVIL ENGINEER	51.92	54.52	57.24	60.10	63.10		107,994	113,402	119,059	125,008	131,248	
CITY ENGINEER	59.49	62.46	65.58	68.87	72.31		123,739	129,917	136,406	143,250	150,405	
UTILITY DIVISION MANAGER	59.49	62.46	65.58	68.87	72.31		123,739	129,917	136,406	143,250	150,405	
DEPUTY CHIEF / FIRE MARSHAL	63.07	66.23	69.53	73.01	76.66		131,186	137,758	144,622	151,861	159,453	
POLICE COMMANDER	68.70	72.13	75.74	79.52	83.51		142,896	150,030	157,539	165,402	173,701	

DEPARTMENT HEADS/EXECUTIVE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
COMMUNITY DEVELOPMENT DIRECTOR	75.63	79.41	83.39	87.56	91.94		157,310	165,173	173,451	182,125	191,235	
PUBLIC WORKS DIRECTOR	75.63	79.41	83.39	87.56	91.94		157,310	165,173	173,451	182,125	191,235	
FINANCE DIRECTOR	75.63	79.41	83.39	87.56	91.94		157,310	165,173	173,451	182,125	191,235	
HARBOR VITALITY DIRECTOR	75.63	79.41	83.39	87.56	91.94		157,310	165,173	173,451	182,125	191,235	
FIRE CHIEF (Sworn)	77.05	80.90	84.95	89.19	93.65		160,264	168,272	176,696	185,515	194,792	
POLICE CHIEF (Sworn)	77.05	80.90	84.95	89.19	93.65		160,264	168,272	176,696	185,515	194,792	
CITY MANAGER	97.09	99.52	102.00	104.55	107.17		201,947	207,002	212,160	217,464	222,914	

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2025-26: Effective 07/01/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SEIU LOCAL 620	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
ACCOUNT CLERK IN-TRAINING	19.91	20.92	21.97	23.06	24.21		41,413	43,514	45,698	47,965	50,357	
ACCOUNT CLERK I	24.08	25.28	26.54	27.87	29.26		50,086	52,582	55,203	57,970	60,861	
CONSOLIDATED MAINTENANCE WRK I	24.08	25.28	26.54	27.87	29.26		50,086	52,582	55,203	57,970	60,861	
OFFICE ASST. III	24.08	25.28	26.54	27.87	29.26		50,086	52,582	55,203	57,970	60,861	
OFFICE ASST. IV	26.03	27.33	28.70	30.14	31.65		54,142	56,846	59,696	62,691	65,832	
ACCOUNT CLERK II	27.05	28.40	29.81	31.31	32.88		56,264	59,072	62,005	65,125	68,390	
CONSOLIDATED MAINTENANCE WRK II	27.05	28.40	29.81	31.31	32.88		56,264	59,072	62,005	65,125	68,390	
RECREATION SPECIALIST	27.05	28.40	29.81	31.31	32.88		56,264	59,072	62,005	65,125	68,390	
ACCOUNT CLERK III	28.96	30.42	31.94	33.53	35.21		60,237	63,274	66,435	69,742	73,237	
CONSOLIDATED MAINTENANCE WRK III	28.96	30.42	31.94	33.53	35.21		60,237	63,274	66,435	69,742	73,237	
PERMIT TECHNICIAN	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
ADMINISTRATIVE TECHNICIAN	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
BUILDING PERMIT TECHNICIAN I	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
SUPPORT SERVICES TECHNICIAN	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
PROPERTY EVIDENCE CLERK	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
COMMUNITY SERVICES OFFICER	29.48	30.94	32.50	34.13	35.84		61,318	64,355	67,600	70,990	74,547	
MECHANIC	30.42	31.94	33.54	35.22	36.98		63,274	66,435	69,763	73,258	76,918	
RECREATION COORDINATOR	30.42	31.94	33.54	35.22	36.98		63,274	66,435	69,763	73,258	76,918	
ENGINEERING TECHNICIAN III	34.45	36.17	37.99	39.89	41.88		71,656	75,234	79,019	82,971	87,110	
MAINTENANCE LEADWORKER	34.45	36.17	37.99	39.89	41.88		71,656	75,234	79,019	82,971	87,110	
BUILDING PERMIT TECHNICIAN II	34.45	36.17	37.99	39.89	41.88		71,656	75,234	79,019	82,971	87,110	
UTILITY OPERATOR	34.51	36.24	38.05	39.94	41.95		71,781	75,379	79,144	83,075	87,256	
UTILITY SUPPORT COORDINATOR	34.51	36.24	38.05	39.94	41.95		71,781	75,379	79,144	83,075	87,256	
ASSISTANT PLANNER	35.89	38.26	39.55	41.54	43.62		74,651	79,581	82,264	86,403	90,730	
BUILDING INSPECTOR	36.06	37.86	39.74	41.74	43.83		75,005	78,749	82,659	86,819	91,166	
BUILDING INSPECTOR/CODE ENF OFFICER	36.06	37.86	39.74	41.74	43.83		75,005	78,749	82,659	86,819	91,166	
RECREATION SUPERVISOR	36.17	37.99	39.89	41.88	43.97		75,234	79,019	82,971	87,110	91,458	

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2025-26: Effective 07/01/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
HARBOR PATROL OFFICER	36.26	38.08	39.97	41.98	44.08		75,421	79,206	83,138	87,318	91,686	
UTILITY OPERATOR MC (MULTIPLE CERT)	36.92	38.78	40.71	42.75	44.89		76,794	80,662	84,677	88,920	93,371	
IT SYSTEMS ANALYST	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
ENGINEERING TECHNICIAN IV	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
ASSISTANT ENGINEER	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
ASSOCIATE PLANNER	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
BUILDING INSPECTOR/PLANS EXAMINER	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
CONSOLIDATED MAINT FIELD SUPV	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
PUBLIC WORKS INSPECTOR	40.35	42.37	44.49	46.71	49.05		83,928	88,130	92,539	97,157	102,024	
LEAD UTILITY OPERATOR	41.13	43.19	45.34	47.61	49.99		85,550	89,835	94,307	99,029	103,979	
OPERATIONAL TECHNOLOGY SPECIALIST	43.18	45.34	47.60	49.98	52.48		89,814	94,307	99,008	103,958	109,158	
HARBOR PATROL SUPERVISOR	44.79	47.03	49.38	51.85	54.45		93,163	97,822	102,710	107,848	113,256	
ASSOCIATE ENGINEER	46.40	48.72	51.16	53.72	56.41		96,512	101,338	106,413	111,738	117,333	
UTILITY DIVISION SUPERVISOR	46.40	48.72	51.16	53.72	56.41		96,512	101,338	106,413	111,738	117,333	

MORRO BAY PEACE OFFICERS' ASSOC. (Sworn)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	42.30	44.41	46.63	48.96	51.41	53.98	87,984	92,373	96,990	101,837	106,933	112,278
POLICE DETECTIVE	44.41	46.63	48.96	51.41	53.98	56.68	92,373	96,990	101,837	106,933	112,278	117,894
POLICE SCHOOL RESOURCE OFFICER	44.41	46.63	48.96	51.41	53.98	56.68	92,373	96,990	101,837	106,933	112,278	117,894
POLICE SENIOR OFFICER	44.41	46.63	48.96	51.41	53.98	56.68	92,373	96,990	101,837	106,933	112,278	117,894
POLICE SERGEANT	54.22	56.93	59.78	62.78	65.90	69.21	112,778	118,414	124,342	130,582	137,072	143,957

MORRO BAY FIRE FIGHTERS ASSOC. (Sworn)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	27.38	28.76	30.19	31.70	33.29	79,731	83,749	87,913	92,310	96,940
FIREFIGHTER/PARAMEDIC	30.11	31.63	33.21	34.87	36.61	87,680	92,107	96,708	101,541	106,608
FIRE ENGINEER	29.93	31.44	33.01	34.65	36.39	87,156	91,553	96,125	100,901	105,968
FIRE ENGINEER/PARAMEDIC	32.93	34.59	36.32	38.12	40.04	95,892	100,726	105,764	111,005	116,596
FIRE CAPTAIN	34.43	36.12	37.94	39.83	41.83	100,260	105,181	110,481	115,985	121,809

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2025-26: Effective 07/01/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FIRE CAPTAIN/PARAMEDIC	37.86	39.75	41.74	43.82	46.03		110,248	115,752	121,547	127,604	134,039	
FIRE MARSHAL	40.86	42.90	45.04	47.29	49.66		118,984	124,925	131,156	137,708	144,610	

UNREPRESENTED CONFIDENTIAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HUMAN RESOURCES ANALYST I	33.56	35.24	37.00	38.84	40.78	69,805	73,299	76,960	80,787	84,822
EXECUTIVE ASSISTANT/DEPUTY CLERK	36.06	37.86	39.74	41.74	43.83	75,005	78,749	82,659	86,819	91,166
SENIOR ACCOUNTING TECHNICIAN	37.47	39.34	41.32	43.39	45.56	77,938	81,827	85,946	90,251	94,765
FISCAL ANALYST	40.35	42.37	44.49	46.71	49.05	83,928	88,130	92,539	97,157	102,024
HUMAN RESOURCES ANALYST II	40.35	42.37	44.49	46.71	49.05	83,928	88,130	92,539	97,157	102,024

UNREPRESENTED MANAGEMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MANAGEMENT ANALYST	41.20	43.26	45.42	47.69	50.07	85,696	89,981	94,474	99,195	104,146
POLICE SUPPORT SERVICES MANAGER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
HARBOR BUSINESS MANAGER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
MAINTENANCE DIVISION MANAGER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
ADMINISTRATIVE PROGRAMS MANAGER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
ASST. TO THE CITY MANAGER/PR MANAGER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
SENIOR PLANNER	48.18	50.59	53.12	55.78	58.57	100,214	105,227	110,490	116,022	121,826
CHIEF BUILDING INSP/PLANS EXAMINER	50.50	53.03	55.67	58.46	61.39	105,040	110,302	115,794	121,597	127,691
CITY CLERK	50.50	53.03	55.67	58.46	61.39	105,040	110,302	115,794	121,597	127,691
INFORMATION TECHNOLOGY MANAGER	50.50	53.03	55.67	58.46	61.39	105,040	110,302	115,794	121,597	127,691
RECREATION SERVICES MANAGER	50.50	53.03	55.67	58.46	61.39	105,040	110,302	115,794	121,597	127,691
PLANNING MANAGER	55.55	58.34	61.25	64.31	67.52	115,544	121,347	127,400	133,765	140,442
HUMAN RESOURCES/RISK MANAGER	55.55	58.34	61.25	64.31	67.52	115,544	121,347	127,400	133,765	140,442
ACCOUNTING MANAGER	55.55	58.34	61.25	64.31	67.52	115,544	121,347	127,400	133,765	140,442
SENIOR CIVIL ENGINEER	55.55	58.34	61.25	64.31	67.52	115,544	121,347	127,400	133,765	140,442
CITY ENGINEER	62.46	65.58	68.86	72.31	75.93	129,917	136,406	143,229	150,405	157,934
UTILITY DIVISION MANAGER	62.46	65.58	68.86	72.31	75.93	129,917	136,406	143,229	150,405	157,934

**CITY OF MORRO BAY
COMBINED PAY SCHEDULE**

FISCAL YEAR 2025-26: Effective 07/01/2025

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
DEPUTY CHIEF / FIRE MARSHAL	66.85	70.20	73.70	77.39	81.26		139,048	146,016	153,296	160,971	169,021	
POLICE COMMANDER	73.51	77.18	81.04	85.09	89.36		152,901	160,534	168,563	176,987	185,869	

DEPARTMENT HEADS/EXECUTIVE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
COMMUNITY DEVELOPMENT DIRECTOR	79.41	83.38	87.56	91.94	96.54		165,173	173,430	182,125	191,235	200,803	
PUBLIC WORKS DIRECTOR	79.41	83.38	87.56	91.94	96.54		165,173	173,430	182,125	191,235	200,803	
FINANCE DIRECTOR	79.41	83.38	87.56	91.94	96.54		165,173	173,430	182,125	191,235	200,803	
HARBOR VITALITY DIRECTOR	79.41	83.38	87.56	91.94	96.54		165,173	173,430	182,125	191,235	200,803	
FIRE CHIEF (Sworn)	80.90	84.95	89.20	93.65	98.33		168,272	176,696	185,536	194,792	204,526	
POLICE CHIEF (Sworn)	80.90	84.95	89.20	93.65	98.33		168,272	176,696	185,536	194,792	204,526	
CITY MANAGER	101.94	104.50	107.10	109.78	112.53		212,035	217,360	222,768	228,342	234,062	

CITY OF MORRO BAY

COMBINED PAY SCHEDULE

FISCAL YEAR 2026-27: Effective 07/01/2026

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SEIU LOCAL 620	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
ACCOUNT CLERK IN-TRAINING	20.91	21.97	23.07	24.21	25.42		43,493	45,698	47,986	50,357	52,874	
ACCOUNT CLERK I	25.28	26.54	27.87	29.26	30.72		52,582	55,203	57,970	60,861	63,898	
CONSOLIDATED MAINTENANCE WRK I	25.28	26.54	27.87	29.26	30.72		52,582	55,203	57,970	60,861	63,898	
OFFICE ASST. III	25.28	26.54	27.87	29.26	30.72		52,582	55,203	57,970	60,861	63,898	
OFFICE ASST. IV	27.33	28.70	30.14	31.65	33.23		56,846	59,696	62,691	65,832	69,118	
ACCOUNT CLERK II	28.40	29.82	31.30	32.88	34.52		59,072	62,026	65,104	68,390	71,802	
CONSOLIDATED MAINTENANCE WRK II	28.40	29.82	31.30	32.88	34.52		59,072	62,026	65,104	68,390	71,802	
RECREATION SPECIALIST	28.40	29.82	31.30	32.88	34.52		59,072	62,026	65,104	68,390	71,802	
ACCOUNT CLERK III	30.41	31.94	33.54	35.21	36.97		63,253	66,435	69,763	73,237	76,898	
CONSOLIDATED MAINTENANCE WRK III	30.41	31.94	33.54	35.21	36.97		63,253	66,435	69,763	73,237	76,898	
PERMIT TECHNICIAN	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
ADMINISTRATIVE TECHNICIAN	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
BUILDING PERMIT TECHNICIAN I	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
SUPPORT SERVICES TECHNICIAN	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
PROPERTY EVIDENCE CLERK	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
COMMUNITY SERVICES OFFICER	30.95	32.49	34.13	35.84	37.63		64,376	67,579	70,990	74,547	78,270	
MECHANIC	31.94	33.54	35.22	36.98	38.83		66,435	69,763	73,258	76,918	80,766	
RECREATION COORDINATOR	31.94	33.54	35.22	36.98	38.83		66,435	69,763	73,258	76,918	80,766	
ENGINEERING TECHNICIAN III	36.17	37.98	39.89	41.88	43.97		75,234	78,998	82,971	87,110	91,458	
MAINTENANCE LEADWORKER	36.17	37.98	39.89	41.88	43.97		75,234	78,998	82,971	87,110	91,458	
BUILDING PERMIT TECHNICIAN II	36.17	37.98	39.89	41.88	43.97		75,234	78,998	82,971	87,110	91,458	
UTILITY OPERATOR	36.24	38.05	39.95	41.94	44.05		75,379	79,144	83,096	87,235	91,624	
UTILITY SUPPORT COORDINATOR	36.24	38.05	39.95	41.94	44.05		75,379	79,144	83,096	87,235	91,624	
ASSISTANT PLANNER	37.68	40.17	41.53	43.62	45.80		78,374	83,554	86,382	90,730	95,264	
BUILDING INSPECTOR	37.86	39.75	41.73	43.83	46.02		78,749	82,680	86,798	91,166	95,722	
BUILDING INSPECTOR/CODE ENF OFFICER	37.86	39.75	41.73	43.83	46.02		78,749	82,680	86,798	91,166	95,722	
RECREATION SUPERVISOR	37.98	39.89	41.88	43.97	46.17		78,998	82,971	87,110	91,458	96,034	
HARBOR PATROL OFFICER	38.07	39.98	41.97	44.08	46.28		79,186	83,158	87,298	91,686	96,262	
UTILITY OPERATOR MC (MULTIPLE CERT)	38.77	40.72	42.75	44.89	47.13		80,642	84,698	88,920	93,371	98,030	

CITY OF MORRO BAY

COMBINED PAY SCHEDULE

FISCAL YEAR 2026-27: Effective 07/01/2026

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
IT SYSTEMS ANALYST	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
ENGINEERING TECHNICIAN IV	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
ASSISTANT ENGINEER	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
ASSOCIATE PLANNER	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
BUILDING INSPECTOR/PLANS EXAMINER	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
CONSOLIDATED MAINT FIELD SUPV	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
PUBLIC WORKS INSPECTOR	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
LEAD UTILITY OPERATOR	43.19	45.35	47.61	49.99	52.49		89,835	94,328	99,029	103,979	109,179	
OPERATIONAL TECHNOLOGY SPECIALIST	45.34	47.61	49.98	52.48	55.10		94,307	99,029	103,958	109,158	114,608	
HARBOR PATROL SUPERVISOR	47.03	49.38	51.85	54.44	57.17		97,822	102,710	107,848	113,235	118,914	
ASSOCIATE ENGINEER	48.72	51.16	53.72	56.41	59.23		101,338	106,413	111,738	117,333	123,198	
UTILITY DIVISION SUPERVISOR	48.72	51.16	53.72	56.41	59.23		101,338	106,413	111,738	117,333	123,198	

MORRO BAY PEACE OFFICERS' ASSOC. (Sworn)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	45.26	47.52	49.89	52.39	55.01	57.76	94,141	98,842	103,771	108,971	114,421	120,141
POLICE DETECTIVE	47.52	49.89	52.39	55.01	57.76	60.65	98,842	103,771	108,971	114,421	120,141	126,152
POLICE SCHOOL RESOURCE OFFICER	47.52	49.89	52.39	55.01	57.76	60.65	98,842	103,771	108,971	114,421	120,141	126,152
POLICE SENIOR OFFICER	47.52	49.89	52.39	55.01	57.76	60.65	98,842	103,771	108,971	114,421	120,141	126,152
POLICE SERGEANT	58.02	60.92	63.96	67.17	70.51	74.05	120,682	126,714	133,037	139,714	146,661	154,024

MORRO BAY FIRE FIGHTERS ASSOC. (Sworn)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	29.02	30.49	32.00	33.60	35.29	84,506	88,787	93,184	97,843	102,764
FIREFIGHTER/PARAMEDIC	31.92	33.53	35.20	36.96	38.81	92,951	97,639	102,502	107,628	113,015
FIRE ENGINEER	31.73	33.33	34.99	36.73	38.57	92,398	97,057	101,891	106,958	112,316
FIRE ENGINEER/PARAMEDIC	34.91	36.67	38.50	40.41	42.44	101,658	106,783	112,112	117,674	123,585
FIRE CAPTAIN	36.50	38.29	40.22	42.22	44.34	106,288	111,500	117,121	122,945	129,118
FIRE CAPTAIN/PARAMEDIC	40.13	42.14	44.24	46.45	48.79	116,859	122,712	128,827	135,262	142,076
FIRE MARSHAL	43.31	45.47	47.74	50.13	52.64	126,119	132,409	139,019	145,979	153,288

CITY OF MORRO BAY

COMBINED PAY SCHEDULE

FISCAL YEAR 2026-27: Effective 07/01/2026

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
UNREPRESENTED CONFIDENTIAL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
HUMAN RESOURCES ANALYST I	35.24	37.00	38.85	40.78	42.82		73,299	76,960	80,808	84,822	89,066	
EXECUTIVE ASSISTANT/DEPUTY CLERK	37.86	39.75	41.73	43.83	46.02		78,749	82,680	86,798	91,166	95,722	
SENIOR ACCOUNTING TECHNICIAN	39.34	41.31	43.39	45.56	47.84		81,827	85,925	90,251	94,765	99,507	
FISCAL ANALYST	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	
HUMAN RESOURCES ANALYST II	42.37	44.49	46.71	49.05	51.50		88,130	92,539	97,157	102,024	107,120	

UNREPRESENTED MANAGEMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	MANAGEMENT ANALYST	43.26	45.42	47.69	50.07		52.57	89,981	94,474	99,195	104,146	
POLICE SUPPORT SERVICES MANAGER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
HARBOR BUSINESS MANAGER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
MAINTENANCE DIVISION MANAGER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
ADMINISTRATIVE PROGRAMS MANAGER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
ASST. TO THE CITY MANAGER/PR MANAGER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
SENIOR PLANNER	50.59	53.12	55.78	58.57	61.50	105,227	110,490	116,022	121,826	127,920		
CHIEF BUILDING INSP/PLANS EXAMINER	54.04	56.74	59.57	62.55	65.69	112,403	118,019	123,906	130,104	136,635		
CITY CLERK	54.04	56.74	59.57	62.55	65.69	112,403	118,019	123,906	130,104	136,635		
INFORMATION TECHNOLOGY MANAGER	54.04	56.74	59.57	62.55	65.69	112,403	118,019	123,906	130,104	136,635		
RECREATION SERVICES MANAGER	54.04	56.74	59.57	62.55	65.69	112,403	118,019	123,906	130,104	136,635		
PLANNING MANAGER	59.44	62.42	65.54	68.81	72.25	123,635	129,834	136,323	143,125	150,280		
HUMAN RESOURCES/RISK MANAGER	59.44	62.42	65.54	68.81	72.25	123,635	129,834	136,323	143,125	150,280		
ACCOUNTING MANAGER	59.44	62.42	65.54	68.81	72.25	123,635	129,834	136,323	143,125	150,280		
SENIOR CIVIL ENGINEER	59.44	62.42	65.54	68.81	72.25	123,635	129,834	136,323	143,125	150,280		
CITY ENGINEER	65.58	68.86	72.30	75.93	79.73	136,406	143,229	150,384	157,934	165,838		
UTILITY DIVISION MANAGER	65.58	68.86	72.30	75.93	79.73	136,406	143,229	150,384	157,934	165,838		
DEPUTY CHIEF / FIRE MARSHAL	70.86	74.41	78.12	82.03	86.14	147,389	154,773	162,490	170,622	179,171		
POLICE COMMANDER	78.66	82.58	86.71	91.05	95.62	163,613	171,766	180,357	189,384	198,890		

**CITY OF MORRO BAY
 COMBINED PAY SCHEDULE
 FISCAL YEAR 2026-27: Effective 07/01/2026**

TITLE	HOURLY RATES						ANNUAL SALARY EQUIVALENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
DEPARTMENT HEADS/EXECUTIVE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
COMMUNITY DEVELOPMENT DIRECTOR	83.38	87.55	91.94	96.54	101.37		173,430	182,104	191,235	200,803	210,850	
PUBLIC WORKS DIRECTOR	83.38	87.55	91.94	96.54	101.37		173,430	182,104	191,235	200,803	210,850	
FINANCE DIRECTOR	83.38	87.55	91.94	96.54	101.37		173,430	182,104	191,235	200,803	210,850	
HARBOR VITALITY DIRECTOR	83.38	87.55	91.94	96.54	101.37		173,430	182,104	191,235	200,803	210,850	
FIRE CHIEF (Sworn)	84.95	89.20	93.66	98.33	103.25		176,696	185,536	194,813	204,526	214,760	
POLICE CHIEF (Sworn)	84.95	89.20	93.66	98.33	103.25		176,696	185,536	194,813	204,526	214,760	
CITY MANAGER	107.04	109.73	112.46	115.27	118.16		222,643	228,238	233,917	239,762	245,773	



AGENDA NO: 8.a

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: March 20, 2025

FROM: Amy Watkins, Police Chief

SUBJECT: Introduce An Ordinance Repealing and Replacing Title 7 (Animals) of the Morro Bay Municipal Code

RECOMMENDED ACTION

1. Receive Presentation on Scope of Services and Cost Allocation Methods provided by San Luis Obispo County Animal Services Manager, Eric Anderson, DVM; and
2. Introduce by title only with further reading waived, Ordinance No. 669 entitled, "An Ordinance of the City Council of the City of Morro Bay, California, repealing and replacing Title 7 (Animals) of the Morro Bay Municipal Code to adopt and incorporate by reference San Luis Obispo County Code Title 9 (Animals) and to retain certain city requirements regarding animals, and finding the action not subject to CEQA."

ALTERNATIVES

1. **Council could decide not to introduce Ordinance 669 incorporating Title 9 of the County Code by reference and keep the existing Municipal Code language.** This action is not recommended, as City staff does not have the animal control expertise needed to ensure current regulations are updated with best practices and in compliance with regulations and laws related to animal control.
2. **Council could remove certain provisions of Title 9 of the County Code from incorporation by reference into Title 7 of the City's Municipal Code and introduce the proposed ordinance as modified.** Depending on the nature of the County Code Title 9 provision removed, this alternative could create greater inconsistencies and concerns for the County in carrying out animal control services within the City. It is, therefore, recommended that, should Council wish to move forward with this alternative, staff be provided time to confer with the County before adoption of the proposed changes.

FISCAL IMPACT

The Animal Services contract is budgeted out of the Police Department General Fund Budget under Support Services/Contractual Services. The total budget allocated for FY 2024-25 is \$60,000 for animal services.

There is no projected fiscal impact directly related to adopting the County of San Luis Obispo Title 9 by reference. The City costs associated with Animal Services are based on our calls for service and

Prepared By: AW Dept Review: _____
 City Manager Review: YK City Attorney Review: RWS

shelter usage, based on a percentage of total costs in relation to the usage and calls for service of the other cities and the County.

BACKGROUND

The City of Morro Bay contracts with the County of San Luis Obispo (“County”) to provide animal control services to the City. The animal services contract is coordinated and funded as an expense item in the Police Department budget. To support today’s discussion, the County Animal Control Services Manager will provide service overview presentation. The County has recently updated their animal control ordinance, Title 9 of the County Code (Attachment 3), and has asked each contract city to adopt their Code by reference into the Municipal Code to streamline and simplify the enforcement of animal control throughout the County.

By adopting Title 9 of the County Code (by reference), many current Morro Bay municipal codes in [Title 7 \(Animals\)](#) will be duplicated and will be removed. The City will retain all current animal control Municipal Codes that are not represented in Title 9, resulting in no significant changes to the current animal control rules and regulations of the City, but this approach will provide future efficiencies should the County make further updates to Title 9. The current municipal code sections that will be retained are renumbered in the proposed Ordinance 669 (Attachment 1).

DISCUSSION

Title 9 of the San Luis Obispo County Code establishes rules and regulations related to the care, management, and keeping of animals within the County. Additionally, it establishes the County Division of Animal Services’ role, responsibility, and authority in the enforcement of those codes. The last substantial revisions to the County’s Animal Control Code occurred in 1998.

Since that time, standards and expectations with regard to animal care and control have evolved, leaving some of the code’s provisions outdated and inconsistent with the currently recognized best practices. Beyond addressing omissions and additions, the County Code revisions clarified existing language, resolved conflicting provisions, eliminated redundancies, and provides continuity between Title 9 and other sections of the County Code.

The City of Morro Bay Municipal Code contains the rules and regulations related to animal regulations in the City. Animal Control Officers from the County are tasked with enforcing the regulations of each contract city, creating a confusing mix of numerous municipal codes, combined with the County Code, that required research and analysis, depending on which jurisdiction they were currently responding to for a call for service. Having each contract city adopt Title 9 of the County Code will provide a standardized set of regulations that can be more easily enforced, create continuity throughout the county, while still allowing each city to keep additional regulations that are not contained in Title 9. The City of Grover Beach and the City of San Luis Obispo were the first to adopt Title 9 of the County Code by reference. Other cities in the County have begun working on this but are in the early stages of analysis and the timeframe for their adoption is unknown.

Attachment 2 provides an analysis of each current MBMC Title 7 section, and the relevant County Code Title 9 section that will replace it.

Should the City adopt the County Code by reference, the following [MBMC chapters](#) and sections will be rescinded in their entirety as they are codified in a like manner in the County Code:

- 7.04.010 (Public Pound),
- 7.04.015 (Adoption)
- 7.04.020 (Animal Control Officer Duties),
- 7.04.030 (Citation Authority),
- 7.04.040 (Badges/Uniforms)
- 7.04.050 (Records of Division),
- 7.04.065 (Fees),
- 7.04.070 (Unnecessary Noise – Unsanitary Conditions),
- 7.04.080 (Noise/nuisance Abatement),
- 7.04.085 (Nuisance Abatement Hearing)
- 7.04.090 (Owner’s Responsibility to Dispose of Dead Animals),
- 7.04.100 (Division Disposal of Dead Animals),
- 7.04.110 (Definitions),
- 7.04.120 (Animal Use Operation, Pet Shop – Division Regulations),
- 7.04.125 (Pet Shops – Business License Required),
- 7.04.140 (Interference with Animal Control Officer),
- 7.04.145 (Violation of Order),
- 7.04.150 (Impoundment of sick/disabled animals – Post and pre-seizure hearings)
- 7.04.160 (Violation and Penalties),
- 7.04.170 (Menacing and Aggressive Animals),
- 7.08.010 (Definitions – Stray),
- 7.08.020 (Leash Law),
- 7.08.025 (Animal Wastes – Duty to Remove),
- 7.08.030 (Enforcement of Regulations),
- 7.08.040 (Seizing and Impounding of Stray Dogs),
- 7.08.050 (Dogs Running at Large),
- 7.08.060 (Private Individuals Finding Lost Pets),
- 7.08.070 (Notice of Impoundment),
- 7.08.080 (Redemption of Impounded Animals),
- 7.08.090 (Redemption Fees),
- 7.08.095 (Holding periods),
- 7.08.100 (Sale, Gift, or Destruction of Unclaimed Dogs),
- 7.08.105 (Veterinarian determination of sick animals)
- 7.08.125 (Reporting of Animal Bites),
- 7.08.130 (Biting Dogs),
- 7.08.140 (Impoundment of Dogs that Bite),
- 7.08.145 (Violation of quarantine),
- 7.08.150 (Suspicion of Rabies),
- 7.08.160 (Registration and License),
- 7.08.170 (Vaccination Required),
- 7.08.180 (Exemptions from Rabies Vaccination Requirements),
- 7.08.190 (Rabies Vaccination Certificate),
- 7.08.195 (Rabies Deposit Fee Required),
- 7.08. -7.08.290 (Record of Registration, Tags, Term, Fees, Lost Tags, Exemptions, Limitations of Dogs and Cats),
- 7.08.310 (Dogs in Public Parks)

- 7.12.014-7.12.050 (Cats at Large, Redemption of Impounded Cats, Feral Cats, Sale/Gift/Destruction of Cats, Impoundment of Biting Cats, Limitation on Cats),
- 7.16.010 (Animals and Poultry at Large).

The adoption of Title 9 of the County Code by reference will result in the following minor changes from the City's current municipal code:

- Removal of 7.08.020 – Leash Law. County code addresses loophole in municipal code regarding public property.
- Removal of 7.08.095 – County code establishes different holding time requirements for household pets and livestock. City code makes no distinction.
- Removal of 7.12.010 – Formalize that the County no longer impounds healthy stray cats, and that practice would extend to the City. The impounding of healthy stray cats has not been occurring since 2019, including in the City of Morro Bay. According to Animal Control, this practice has been found to be ineffective at controlling stray cat population and leads to significantly high amount of euthanasia. This is a best practice in the industry and does not result in a measurable increase of stray cats.

In order to keep the current animal regulations that are unique to the City of Morro Bay in place, the following MBMC sections will be retained as they are not prohibited actions identified in the County Code. If deemed necessary, they can be preserved as addendum codes following the adoption of Title 9 by reference:

- 7.04.130 – Permit refusal, suspension. The City code directs an appeal of revocation or denial to the City Council.
- 7.16.020 (new 7.08.010) – Wild bird sanctuary. The city is designated and signs bearing the legend "Morro Bay is a bird sanctuary" shall be placed at appropriate locations.
- 7.16.025 (new 7.08.015) – Molesting wild birds – Nuisance remedies.
- 7.16.030 (new 7.08.020) – Poultry, rabbits, and other fowl.
- 7.16.040 (new 7.08.025) – Livestock.
- 7.16.045 (new 7.08.030) – Keeping of pygmy livestock.

Attachment 2 provides a list of regulations in Title 9 of the County Code that are not currently contained in Title 7 of the City Municipal Code. These will constitute new animal control restrictions in the City. Most are administrative in nature, but some of the noteworthy additions include:

- 9.02.002 – Prohibits the unauthorized feeding of animals by individuals on property other than their own.
- 9.02.008 – Places restrictions on the keeping of animals designated as potentially dangerous or vicious.
- 9.02.009 – Prohibits the keeping of dangerous and wild animals including large and venomous snakes, wolf hybrid dogs and others.
- 9.02.010 – Requires motorists striking domestic animals to stop and render aid or make official notification.
- 9.03.001 – Requires microchipping of adult dogs and cats.
- 9.03.003 – Allows owners to obtain a variance permit for keeping additional animals over standard limitation.
- 9.03.004 – Prohibits cat owners from allowing unaltered cats to roam at large. Allows finders of unaltered cats roaming at large to have the cat altered at their expense.

- 9.04.005 – Authorizes Animal Services to vaccinate and provide medical care for impounded animals.
- 9.04.007 - Defines holding periods for livestock.
- 9.05.006 – Requires individual report of animal sales.
- 9.06.002 – Requires commercial animal operation permit.
- 9.06.005 – Emergency notification related to inspections of breeders.
- 9.07.007 – Allows for assistance animal tags to be issued by Animal Services to also serve as a license tag.
- 9.08.002 – Establishes a requirement for owners of cats allowed to roam outdoors to have those cats vaccinated against rabies.

Note: Animals will not be taken by Animal Services for these violations. There are low-cost options for micro-chipping and vaccinations available at Animal Services, and it is the current law that any animal that is taken into custody is required by state law to be micro-chipped before it can be returned to the owner, but an inability to pay does not result in the animal being retained. The code requires that it be performed at no cost to the owner in these cases.

If approved, the ordinance will come back for adoption at the April 8th Regular Meeting and take effect in 30 days thereafter. When the County code changes in the future, those amendments will become effective on the same date due to the reference in the Municipal Code. The adoption or rejection of the County Code by other cities does not affect the City of Morro Bay or our contract with Animal Services. In anticipation of general questions regarding the animal control services, County’s Animal Service Manager will be in attendance and provide a presentation. The presentation slide deck is in Attachment 5,

To conclude, there are no significant substantive changes to the current rules and regulations related to animals. The proposed ordinance is a clean-up effort to streamline city’s animal regulations to reflect state law changes and align with regional animal services regulations. Once adopted, the ordinance will ensure efficiency in implementing the regional animal service agreement. This update has been a county-wide collaborative effort. Other municipalities are conducting similar changes for the same purposes.

ATTACHMENTS

1. Proposed Ordinance No. 669 amending Title 7 (Animals)
2. Comparison document of SLO County Code Title 9 and MBMC Title 7
3. San Luis Obispo County Code Title 9
4. [Link](#) to existing MBMC Title 7 – Animals
5. SLO County Presentation on Scope of Services and Cost Allocation Methods

ORDINANCE NO. 669

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
REPEALING AND REPLACING TITLE 7 (ANIMALS) OF THE MORRO BAY MUNICIPAL
CODE TO ADOPT AND INCORPORATE BY REFERENCE SAN LUIS OBISPO COUNTY
CODE TITLE 9 (ANIMALS) AND TO RETAIN CERTAIN CITY REQUIREMENTS
REGARDING ANIMALS AND FINDING THE ACTION NOT SUBJECT TO CEQA**

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

WHEREAS, the City of Morro Bay, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Title 7 of the Morro Bay Municipal Code currently sets forth the animal control regulations applicable within the City; and

WHEREAS, the Division of Animal Services (“Division”) for the County of San Luis Obispo (“County”) was established to provide animal care and control functions relating to the care, keeping, and management of animals within the County; and

WHEREAS, the City contracts with the Division for the provision of animal control services within the City and the Division works in conjunction with the City’s Police Department and other City personnel to administer such services within the City’s boundaries; and

WHEREAS, in 2024, the County updated Title 9 of its Municipal Code to enhance animal control regulations, including amendments to licensing requirements, public safety standards, and enforcement measures; and

WHEREAS, the City has reviewed these updates and now seeks to amend Title 7 of the Morro Bay Municipal Code to substantially incorporate Title 9 of the San Luis Obispo County Code to ensure alignment with regional animal control standards and maintain the Division’s jurisdiction for services within the City while tailoring certain provisions to address the specific needs of the City, as set forth in the proposed Ordinance attached hereto as Exhibit “A”; and

WHEREAS, any and all other legal prerequisites relating to adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA FINDS AND ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals set forth above are all true and correct and are incorporated herein by this reference.

SECTION 2. Municipal Code Amendments. The City Council desires to adopt the proposed Ordinance, repealing and replacing Title 7 (Animal) of the Morro Bay Municipal Code to read as follows.

Chapter 7.04 GENERAL PROVISIONS

7.04.010 Adoption and incorporation of San Luis Obispo County Animal Control Code (Title 9).

The provisions of San Luis Obispo County Animal Control Code, Title 9, as amended from time to time, are adopted by reference and incorporated in their entirety as equivalent provisions of the Morro Bay Municipal Code. To the extent any provision or provisions of the San Luis Obispo County Animal Control Code, Title 9, as adopted, conflict with any other provision or provisions of the Morro Bay City Municipal Code, the other provision or provisions of the Morro Bay Municipal Code shall take precedence.

7.04.020 Enforcement of Animal Control provisions within City

The provisions of this Title are enforceable within the jurisdictional boundaries of the City of Morro Bay by the San Luis Obispo County Division of Animal Services and County of San Luis Obispo Animal Control Officer, or designee, pursuant to and in accordance with the terms of a contract for animal care and control services entered into between the City and the County, and by City Code Enforcement and the City Police Department.

7.04.130 Pet Shop Permit refusal, suspension.

Notwithstanding SLOCC Section 9.06.006, whenever the issuance of a permit is refused, suspended, or a permit is revoked, the applicant or permittee may appeal the action to the city council within ten days. The clerk shall set the matter for hearing at the earliest possible date and shall give reasonable notice of the time and place of the hearing to the applicant or permittee and to the San Luis Obispo County Division of Animal Services ("division"). The city council, or its designee, shall hear the evidence offered by the applicant or permittee and the division, and shall forthwith decide the issue. The decision of the city council or its designee, shall be final.

Chapter 7.08 OTHER ANIMALS, POULTRY AND BIRDS

7.08.010 Wild bird sanctuary.

The city is designated a bird sanctuary, and signs bearing the legend "Morro Bay is a bird sanctuary" shall be placed at appropriate locations at or near the city limits at principal entrances to the city.

(Ord. 480 (part), 2000)

7.08.015 Molesting wild birds—Nuisance remedies.

No person shall trap, shoot, hunt, molest, injure or kill any wild birds, or tamper, damage or destroy the nests or eggs of any wild birds within the city. Should the city council determine by resolution that birds protected under this chapter have become so numerous or destructive in any particular location or area as to constitute a menace and danger to the public health, safety or property, the council may provide for such remedies appropriate under the circumstances.

(Ord. 480 (part), 2000)

7.08.020 Poultry, rabbits and other fowl.

- A. No person shall keep upon any premises in the city more than twelve of any poultry, rabbits, or other fowl:
 - 1. Within fifty feet of any dwelling; and
 - 2. The owner or person in charge of such rabbits, poultry or other fowl kept in the city shall provide suitable houses or cotes with board or cement floors in each and every house and cote and such houses, cotes or pens shall at all times be kept clean.
- B. No rooster over four months old shall be kept on any premises in the city, unless the premises involved is operating on a commercial basis or is on an agricultural zoned parcel in conformance with existing zoning regulations and state statutes governing such commercial operation.

(Ord. 480 (part), 2000; Ord. 234 (part), 1982)

7.08.025 Livestock.

- A. Except as otherwise permitted in this chapter, no person shall own, keep, maintain, stake or pasture any bovine, swine, sheep, goat, horse or other livestock upon any premises in the city unless the lot or parcel size is a minimum twenty thousand square feet or, the parcel is in a properly zoned agricultural district in which case the number of animals shall not exceed the maximum density allowed for such animals pursuant to Section 17.30.060 of this code.
- B. All such fences, enclosures, corrals or pens used to restrain such animals in this section must be of adequate materials and properly maintained to humanely enclose and protect the animals and prevent the trespass of such animals upon any private property or upon any street or other public place.

(Ord. 480 (part), 2000; Ord. No. 654, § 6, 11-22-22)

7.08.030 Keeping of pygmy livestock.

Pygmy livestock may be kept or maintained upon any premises subject to the following conditions:

- A. Male pygmy livestock must be neutered before they reach sexual maturity.
- B. Pygmy livestock shall be subject to the leash law.
- C. No person or persons may own, harbor, or maintain or cause to be maintained more than two pygmy animals at any dwelling within the city, unless such dwelling is on a parcel that meets the size and zoning criteria as contained in Section 7.16.040 in which case the number of animals shall be limited to the maximum listed density allowed as codified.

(Ord. 480 (part), 2000; Ord. 459 § 42, 1997; Ord. 434 § 2, 1993; Ord. 234 (part), 1982)

SECTION 3. Compliance with the California Environmental Quality Act (CEQA). This interim ordinance is not subject to CEQA (Public Resources Code Section 21000 et seq.) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.) Section 15060(c)(2) [activity will not result in a direct or reasonably foreseeable indirect physical change in the environment]. Additionally or alternatively, this interim ordinance is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment], 15307 [Class 7, categorical exemption for regulatory activity to assure the protection of natural resources], and 15308 [Class 8, categorical exemption for regulatory activity to assure the protection of natural resources]. Further, this interim ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in full force and effect thirty (30) days after its passage.

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SECTION 6. Certification. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

INTRODUCED at a regular meeting of the City Council held on the 25th day of March 2025, by motion of Council Member _____ and seconded by Council Member _____.

PASSED AND ADOPTED on the ____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

APPROVED AS TO FORM:

ROBERT W. SCHULTZ, Interim City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)
CITY OF MORRO BAY)

I, Dana Swanson, CITY CLERK FOR THE CITY OF MORRO BAY, HEREBY CERTIFY the foregoing Ordinance Number 669 was duly adopted by the City Council of the City Council of the City Morro Bay at a regular meeting of said Council on the _____ day of _____ 2025 and that it was so adopted on by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Morro Bay, California, this _____ day of _____, 2025.

DANA SWANSON, City Clerk

COMPARISON OF COUNTY TITLE 9 AND MORRO BAY TITLE 7 PROVISIONS

CITY CODE	TITLE	COUNTY EQUIV.	TITLE	VARIANCES	COMMENTS
GENERAL PROVISIONS					
7.04.010	Establishment of a public pound	9.01.004	Establishment of a public pound		
7.04.015	Policy of adoption			No equivalent	
7.04.020	Animal control officer - Duties	9.01.005	Chief animal control officer	City code directs CACO to operate under supervision of the Sheriff.	Animal Services and the CACO currently are established within the County Health Agency and operate under the supervision of the Health Agency Director.
7.04.030	Animal control officer - Citation authority - Authorized to carry weapons	9.01.006	Animal control officers - citation authority	County code does not specify authority to carry weapons	Authority for ACOs to carry firearms is established by state law.
7.04.040	Badges/Uniforms - Impersonating animal control officer	9.01.009	Impersonation of animal control officer - Prohibited	County code does not specifically authorize/require ACOs display of badge.	
7.04.050	Records of division	9.01.010	Record of division	City code directs CACO to provide quarterly report to chief of police	Reporting requirements for Animal Services are established in the service agreement and are currently set to be issued semi-annually. Those reports are made to the Chief of Police.
7.04.065	Fees	9.01.011	Fees		
7.04.070	Unnecessary noise - Unsanitary conditions	9.02.004	Unsanitary conditions prohibited	City code only addresses keeping of animals in unsanitary conditions. County code prohibits accumulation of animal wastes that create public nuisance or water quality issues.	In the absence of the additional provision in the city code, Animal Services is unable to address individuals who may remove waste from an animal enclosure but allow it to accumulate elsewhere on the property, creating a potential neighborhood nuisance or health issue.
		9.02.005	Unnecessary noise	County code provides prae facie standard for noise violation	Prae facie standard allows for issuance of citations when problematic noise is substantiated by residents but not occurring in the immediate presence of the officer.
7.04.080	Noise/nuisance abatement	9.02.006	Investigation and abatement of noise or nuisance		
7.04.085	Nuisance abatement hearing - Procedures and findings			No equivalent	Substantiated nuisance allegations are submitted for filing with the DA. This results in a court hearing on the case, negating the need for an administrative hearing.
7.04.090	Owner's responsibility to dispose of dead animals	9.02.011	Owner's responsibility to dispose of dead dogs, cats, and household pets	City code only prohibits dumping of animal carcasses; County code prohibits dumping of carcasses and requires sanitary disposal of animal remains on private property	The absence of a requirement to dispose of animal remains on private property can result in deceased animals being left to decompose naturally, creating visually or sensory offensive circumstances.
7.04.100	Division disposal of dead animals	9.02.012	Disposition of dead dogs, cats, and household pets upon request		
7.04.110	Definitions	9.01.003	Definitions	Some variation in definitions. County code is more expansive.	Absence of some definitions may leave question about interpretation or applicability.
7.04.120	Animal use operation, pet shop - Division regulations	9.03.003 9.05 9.06 9.06.001	Animal keeping limitations - Variance to Animal Breeding Commercial Animal Operations Commercial animal operation - Permit required	County code delineates permitting requirements separately for the various types of operations.	While County code delineates requirements separately, there is no substantial difference between city and county codes in terms of the requirements established.
7.04.125	Animal use operation, pet shops - Business license required	9.06.004	Business license required		

7.04.130	Permit refusal, suspension	9.06.006	Commercial animal operation permit - Issuance, suspension and revocation	City code directs appeal of revocation or denial to city council. County code places those actions before Board of Supervisors.	This variance is inconsequential from Animal Services perspective since the process would be largely the same from an operational level. Primary concern is whether the city would rather place responsibility for hearing and deciding appeals on the BoS or retain it locally. Animal Services has no preference in this regard. If city wants to retain hearing authority, that requirement can be established as an addendum to the code after the section adopting T9 by reference.
7.04.140	Interference with animal control officer	9.01.007	Interference with performance of duties		
7.04.145	Violation of written order	9.01.008	Violation of order		
7.04.150	Impoundment of sick/disabled animals - Post and pre-seizure			No equivalent	Various codes within California state law already address these issues in detail. State code includes the provisions set out in the muni-code but have an expanded scope and language, providing more clarity and direction.
7.04.160	Violation and penalties	9.01.012	Violation		
7.04.170	Menacing and aggressive animals - Animal owner and property owner responsibility	9.02.007	Menacing and aggressive animals		
DOGS					
7.08.010	Stray dogs defined	9.01.003(jj)	Definitions - "Stray"		
7.08.020	Leash law	9.03.005	Leash law	County code addresses loophole in muni code which allows dogs to roam at large provided they don't stray onto public property such as a roadway or park.	In the past this loophole has resulted in dismissal of some citations for leash law violations when dogs left their property to roam through other yards but never crossed the street.
7.08.025	Dog defecation removal	9.02.003	Animal wastes - Duty to remove	County code extends the duty to remove waste to animals other than dogs (cats, livestock, etc.)	In the absence of this additional provision there is no requirement for removal of other animal waste (eg. cats defecating in neighbor's garden; equestrians leaving manure; etc.)
7.08.030	Enforcement of regulations	9.01.005(b)(1)	Chief animal control officer		
7.08.040	Seizing and impounding stray dogs	9.03.006	Duty of division to seize and impound dogs roaming at large		
7.08.050	Dogs running at large	7.03.007	Dogs upon private property		
7.08.060	Private individuals finding lost pets	9.04.001	Private individuals finding lost animals	County code allows division to compel finders of lost animals to surrender them to Animal Services if deemed necessary.	Failure of finders to relinquish stray animals can prevent them from being reunified with their owner.
7.08.070	Notice of impoundment	9.04.002	Notice of impoundment and holding period		
7.08.080	Redemption of impounded dogs	9.04.004	Redemption of impounded animals	County code does not have a provision for administrative hearing to challenge validity of impound	Challenges to impound fees are routinely heard and addressed through the customer service process. Administering such hearings is outside of the scope and capacity of Animal Services under current operational framework and would require additional funding and potentially staffing.
7.08.090	Redemption fees	9.04.008	Impound fees	City code does not include provision to charge owner of impounded animal fees for the cost of boarding and veterinary care.	Boarding and veterinary fees represent a significant portion of total costs associated with impounds and of revenue offset for city service contract fees.
7.08.095	Holding periods	9.04.006	Holding period - Household pets	County code establishes different holding time requirements for household pets and livestock. City code makes no distinction.	Due to differences in management and interaction of owners with livestock, a prolonged holding period is appropriate.
		9.04.007	Holding period - Livestock		

7.08.100	Sale, gift, or destruction of unclaimed dogs	9.04.009	Adoption of unredeemed animals	County code does not include provision requiring release of animals to rescue organizations. However this requirement already exists under state code.	Absence of this provision will have no operational impact as Animal Services is governed by state code which establishes the same requirement.
		9.04.010	Euthanasia of animals		
7.08.105	Veterinarian determination for injured animals			No equivalent	The provisions of this city code are also established in state law.
7.08.110	Injured and/or diseased animals			No equivalent	The provisions of this city code are also established in state law.
7.08.125	Reporting of animal bites	9.08.005	Reporting of bites		
7.08.130	Biting dogs	9.08.006	Biting animals - Penalty		
7.08.140	Impoundment of dogs that bite	9.08.007	Isolation of biting and rabies exposed animals		
7.08.145	Violation of quarantine			No equivalent	The provisions of this city code are also established in state law.
7.08.150	Suspicion of rabies	9.08.008	Suspicion of rabies		
7.08.160	Registration and license	9.07.001	Dog license -Required		
7.08.170	Vaccination required	9.07.003	Vaccination required		
7.08.180	License denied without vaccination	9.08.003	Exemptions from rabies vaccination requirements		
7.08.190	Rabies vaccination certificate	9.08.004	Rabies vaccination - Administration, certificates, and reporting		
7.08.195	Rabies deposit fee required	9.07.005	Rabies deposit fee required		
7.08.200	Record of registration			No equivalent	While no equivalent county code exists, this information is automatically captured in the licensing process.
7.08.210	License - Tags	9.07.006	Dog license tags		
7.08.220	Annual licensing of dogs	9.07.004	Dog license term		
7.08.230	License fees	9.07.008	License fees		
7.08.240	Lost or damaged tag			No equivalent	Issuance of a replacement tag is not mandated by county code but is nevertheless conducted as a matter of routine business with appropriate fees set annually by the BoS.
7.08.250	License - Exemptions	9.07.002	Dog license - Exemptions		
7.08.260	Fee exemptions	9.07.009	License fee - Waived		
7.08.270	Failure to pay fee or provide information			No equivalent	Provision is redundant - requirement for licensure is already established; by default, failure to license is a violation of that section.
7.08.280	Counterfeiting	9.07.010	Counterfeiting prohibited		
7.08.290	Limitations of dogs	9.03.003	Animal keeping limitations - Dogs and cats		
7.08.310	Dogs in public parks			No equivalent	This code prohibits dogs from being in public parks unless they are held on leash by an owner. This provision is duplicative of the leash law which applies in all public areas, including parks, making the provision unnecessary.
CATS					

7.12.010	Duty of division to accept abandoned cats			No equivalent	This code requires Animal Services to impound healthy stray cats. That practice has been found to be ineffective at controlling stray cat populations and leads to significantly high numbers of euthanasia. It is discouraged by industry leaders including HSUS, ASPCA, American Assn of Shelter Veterinarians, and others. Efforts to promote SNR programs have largely supplanted this practice.
7.12.014	Cats at large			No equivalent	
7.12.020	Redemption of impounded cats	9.04.004	Redemption of impounded animals		
7.12.025	Feral cat exception			No equivalent	Unnecessary following move away from impounding healthy stray cats.
7.12.030	Sale, gift, or destruction of cats	9.04.009	Adoption of unredeemed animals		
		9.04.010	Euthanasia of animals		
7.12.040	Impoundment of biting cats	9.08.007	Isolation of biting and rabies exposed animals		
7.12.050	Limitation of cats	9.03.003	Animal keeping limitations - Dogs and cats		
OTHER ANIMALS, POULTRY AND BIRDS					
7.16.010	Animals and poultry at large	9.02.001	Animals at large		
7.16.020	Wild bird sanctuary				These codes establish various provisions unique to Morro Bay and the specific needs or circumstances of the city. If deemed necessary, they can be preserved as addendum codes following the adoption of T9 by reference.
7.16.025	Molesting wild birds - nuisance remedies				
7.16.030	Poultry, rabbits, and other fowl			No equivalent	
7.16.040	Livestock				
7.16.045	Keeping of pygmy livestock				
COUNTY CODES WITHOUT CITY EQUIVALENT					
		9.02.002	Unauthorized feeding or attraction of animals prohibited		Unregulated feeding of cats in public areas promotes development of feral colonies, public nuisances, and overpopulation
		9.02.008	Animals designated as potentially dangerous or vicious		This code places restrictions on the keeping of animals which have been previously designated as dangerous or vicious in another jurisdiction. By doing so, it ensures that animals which have had restrictions on their keeping imposed by a different jurisdiction are still subject to those controls when brought into the local community. In the absence of this ordinance, animals adjudicated to be a public safety threat may be kept in the city of Pismo Beach without restriction.
		9.02.009	Possession of unsafe and wild animals prohibited		County code prohibits the private keeping of dangerous and wild animals such as wolf hybrids, large and venomous snakes which pose potential public safety risks.
		9.02.010	Injury to animals by motorists- Duty to stop and assist		This code requires that in the event that a domestic animal is injured by motorist, proper notifications are made to help ensure it receives timely treatment. In the absence of this code, injured animals are at increased risk of prolonged suffering and/or death.

No equivalent

9.03.001	Microchipping required	County code requires microchipping of all dogs and cats over 16 weeks of age. A Similar state provision requires any animal coming into the custody of Animal Services be microchipped before being returned to its owner. Microchipping substantially increases the likelihood of an animal being returned to its owner and helps decrease shelter impounds. Absence of this provision may lead to increased impounds from Pismo Beach with associated impact on contract service fees.
9.03.003	Animal keeping limitations - Variance to	County code allows for animal owners to obtain a variance permit for the keeping of additional animals over the standard limitation. This permit is issued annually and requires inspection and evaluation to ensure animals are not creating nuisance concerns. Permits may be issued for circumstances such as a person keeping 5 cats that are housed appropriately and exclusively indoors or 4 dogs which are confined to the owners house and yard and which are not prone to barking.
9.03.004	Cats at large	County code prohibits cat owners from allowing those animals to roam at large unless they have been altered. It also allows individuals find an unaltered cat to have that cat spayed or neutered at their own const. This code helps to address the proliferation of community cats and feral cat colonies.
9.04.005	Vaccination and medical treatment of impounded animals authorized	This code authorizes Animal Services to vaccinate and provide medical care for impounded animals. This is essential to prevent infectious disease in the shelter and to address basic animal welfare needs. Code also allows for recovery of associated costs through billing of an identified animal owner.
9.04.007	Holding period - livestock	This code is needed in order to define holding periods for livestock which are found roaming at large.
9.05.006	Report of animal sales	This code section requires individuals engaged in animal breeding and sales accessory to residential use to obtain a permit for such operations. Further establishes standards and inspection allowance to ensure that those activities do not
9.06.002	Commercial animal operation permit- Operational standards	
9.06.005	Emergency notification	
9.07.007	Assistance animal tags	
9.08.002	Rabies vaccination required - Cats	This code requires outdoor cats to be vaccinated against rabies. With regards to domestic animals, cats are the most at risk of exposure due to their natural predatory behavior and the virus' prevalence in bats. The absence of this ordinance creates a potential public health risk to individuals bitten by an outdoor cat.

Title 9 ANIMALS¹

Chapter 9.01 GENERAL PROVISIONS

9.01.001 Division of animal services established.

There is hereby established a division of animal services which shall function as a division of the county health agency.

(Ord. No. 3498, 11-7-23)

9.01.002 Rules and regulations.

The chief animal control officer is hereby authorized to promulgate and enforce such rules or regulations consistent with the purposes, intent, and express terms of this title as he deems necessary to implement such purposes, intent and express terms.

(Ord. No. 3498, 11-7-23)

9.01.003 Definitions.

This section provides definitions of terms and phrases used in this title that are technical or specialized, or that may not reflect common usage. If any of the definitions in this section conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this title. If a word is not defined in this section, or in other provisions of this code, the chief animal control officer shall determine the correct definition. The chief animal control officer shall have the authority to render interpretation and discretion regarding the applicability of any definition set forth in this section.

- (a) "Aggressive" means the demonstration of behavior indicating that an animal is likely or prone to unprovoked attack against a person or another animal.
- (b) "Altered" means having been spayed or neutered.
- (c) "Animal" means any member of the taxonomic kingdom Animalia other than a human being.
- (d) "Animal facility" means any lot, building, structure, enclosure, or premises wherein or whereon companion animals are kept or maintained for purposes related to the operation of any business or

¹Ord. No. 3498, adopted November 7, 2023, repealed title 9, chs. 9.04—9.16, §§ 9.04.010—9.04.160, 9.08.010—9.08.280, 9.12.010—9.12.040 and 9.16.010—9.16.030 and enacted a new title 9 as set out herein. Former title 9 pertained to similar subject matter and derived from Ord. 2474 § 1 (part), adopted 1990; Ord. 2764 § 1 (part), adopted 1996; Ord. 2809 § 1, adopted 1997; Ord. 2815 §§ 1, 2, 4—7, adopted 1997; Ord. 2838 § 1—5, 7—13, adopted 1998; Ord. 2507 § 1 (part), adopted 1991; Ord. No. 3167, §§ 1, 2, 3, 4, 5, adopted Nov. 25, 2008; Ord. No. 3228, § 1, adopted July 17, 2012.

organization, including, but not limited to, a pet shop, grooming facility, breeding facility, boarding facility, stable or non-profit humane organization.

- (e) "Animal operation" means any commercial or non-profit endeavor which is wholly or in part based upon the care, keeping, or utilization of companion animals in the conduct of its business or operation.
- (f) "At large" means being upon any private property while unrestrained by a leash and without permission of the person who owns or has a right to possess or use the property; or, being upon public property or private property which is open to the public while unrestrained by a leash.
- (g) "Board of supervisors" means the San Luis Obispo County Board of Supervisors.
- (h) "Business day" means any day that the division's animal shelter is open to the public.
- (i) "Cat" means a *Felis catus* of either sex, altered or unaltered; or any animal which is a hybrid of a *Felis catus*.
- (j) "Chief animal control officer" means the animal services manager of the County of San Luis Obispo or his designee.
- (k) "Commercial" means any transaction, relationship, business or endeavor which involves the exchange of money, or traded goods or services, in exchange for any material consideration or service.
- (l) "Commercial animal operation" means:
 - (1) Any commercial enterprise other than a duly licensed veterinary hospital which involves the direct care, keeping or maintenance of companion animals conducted from a non-residential location; or
 - (2) Any commercial enterprise other than a duly licensed veterinary hospital conducted from a residential location which involves the direct care, keeping or maintenance of companion animals and at which the number of animals kept exceeds the maximum allowed under the provisions of this title or other applicable codes; or
 - (3) Any commercial enterprise other than a duly licensed veterinary hospital which involves the care, keeping, or maintenance of companion animals conducted from a residential location and with gross annual revenue exceeding ten thousand dollars.
- (m) "Companion animal" means any animal of a species normally kept by people for the purposes of companionship, recreation, or sport. For the purposes of this title, this definition includes horses, donkeys, mules, and any other domesticated equine.
- (n) "County" means the County of San Luis Obispo.
- (o) "Division" means the division of animal services, the chief animal control officer and/or his or her duly authorized representative(s).
- (p) "Dog" means a *Canis familiaris* of either sex, altered or unaltered; or any animal which is a hybrid of a *Canis familiaris*.
- (q) "Domestic animal" means any animal of a vertebrate species which:
 - (1) Has been selectively bred to live in a tame condition for the purposes of being a household pet, food or fiber source, or work animal; and
 - (2) Is generally dependent upon people for its survival; and
 - (3) Is notably distinct in conformation and/or behavior from its wild ancestors.
- (r) "Health agency" means the County of San Luis Obispo Health Agency as established in Chapter 2.26 of this code.

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- (s) "Heel" means for a dog to walk with its head or body remaining parallel and directly adjacent to the legs of its handler.
 - (t) "Hobby breeder" means any private person who offers any dog, cat, or other animal normally kept as a household pet for sale or in exchange for any monetary or other non-monetary consideration, provided that:
 - (1) The sale of such animals is conducted as an accessory use from a private residence; and
 - (2) The number of animals kept at that location does not exceed the maximum allowed under the provisions of this title or other applicable codes; and
 - (3) The total gross revenue realized from the breeding or sale of animals does not exceed an annual revenue of ten thousand dollars.
 - (u) "Household pets" means any animal normally kept for purposes of companionship or amusement, including, but is not limited to, cats, dogs, canaries, parrots, fish, rodents, rabbits, turtles, lizards, and snakes.
 - (v) "Identification" means any visible or readily discoverable tag, tattoo, microchip or other information bearing mark or device attached to, or implanted in, an animal giving indication that the animal is owned and providing, at a minimum, a current phone number or address at which the owner can be contacted.
 - (w) "Impound" means to have been received into the custody of the chief animal control officer, any of his or her authorized agents or officers, or any public agency.
 - (x) "Irremediable" means any injury or illness causing significant malaise, discomfort, or suffering to an animal and which is without treatment or which would not normally be treated by the average animal owner in the community.
 - (y) "Livestock" means all domestic animals other than household pets including, but not limited to, horses, ponies, mules, donkeys, cattle, sheep, goats, swine, and poultry.
 - (z) "Menacing" means the demonstration of behavior indicating an intent to inflict harm or which otherwise places a person in reasonable fear for his or her safety, the safety of others, or the safety of animals kept by them.
 - (aa) "Non-profit humane organization" means any animal operation conducted by a bona fide charity in good standing under the provisions of Section 501(c)3 of the Internal Revenue Code and in compliance with all state and local codes pertaining thereto.
 - (bb) "Neuter" means to be rendered incapable of reproduction as a result of surgical removal of the testes.
 - (cc) "Owner" means any person who exercises legal possession or custodianship of an animal, or who legally claims the right to possession or custodianship of an animal.
 - (dd) "Person" means any individual, firm, partnership, corporation, company, society, or association and every officer, agent, or employee thereof.
 - (ee) "Public nuisance" means any condition or circumstance which:
 - (1) Effects a substantial portion of a neighborhood as determined by the division; and
 - (2) Is indecent or offensive to the senses, adversely impacts the health and safety of others, or otherwise impedes the reasonable use and enjoyment of property.
 - (ff) "Quarantine" means the strict confinement of an animal in a location which prevents its interaction with other animals and limits interaction with people during the period in which it is under observation for signs indicative of an infectious disease.

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- (gg) "Severe bodily injury" means any physical injury which results in deep lacerations with separation of subcutaneous tissues, muscle tears, lacerations, fractures or joint dislocations, or permanent impairment of locomotion or special senses.
 - (hh) "Spay" means to be rendered incapable of reproduction as a result of the surgical removal of the ovaries.
 - (ii) "Stable" means any lot, building, enclosure, or premises maintained for the purpose of lodging, feeding, boarding or rental of horses or other livestock.
 - (jj) "Stray" means any animal subject to leash law or other confinement restrictions which is found roaming at large and without an owner or custodian in the immediate vicinity.
 - (kk) "Veterinarian" means a professional licensed by the State of California to practice the science and art of disease and injury diagnosis, prevention, treatment and cure in animals.

(Ord. No. 3498, 11-7-23)

9.01.004 Establishment of a public pound.

A public pound is authorized and established at such place(s) in San Luis Obispo County as shall be fixed from time to time by the board of supervisors.

(Ord. No. 3498, 11-7-23)

9.01.005 Chief animal control officer.

- (a) The animal services division shall be under the direction of the chief animal control officer subject to the supervisory control of the county health agency director.
- (b) It shall be the duty of the chief animal control officer to:
 - (1) Enforce the provisions of this title, any other sections of San Luis Obispo County Code pertaining to the care and keeping of animals, and all applicable statutes and regulations of the state.
 - (2) Designate and employ those individuals who shall perform the duties of animal control officer.
 - (3) Have charge of and supervise the county animal shelter(s) under his or her jurisdiction.
 - (4) Keep records of all animals impounded in said shelter(s).
 - (5) Keep accounts of all moneys collected and received in the administration of the title.
- (c) Nothing in this section is intended to create a mandatory duty to perform the duties above for purposes of imposing liability under Government Code section 815.6.

(Ord. No. 3498, 11-7-23)

9.01.006 Animal control officers—Citation authority.

The chief animal control officer and his or her duly appointed staff shall have the power to issue citations pursuant to Sections 1.08 and 9.01.012 of this code.

(Ord. No. 3498, 11-7-23)

9.01.007 Interference with performance of duties.

It is unlawful for any person to hinder, resist or obstruct the chief animal control officer or any of his or her staff or employees in the exercise of their lawful duties. Any person who violates this section is guilty of a misdemeanor.

(Ord. No. 3498, 11-7-23)

9.01.008 Violation of order.

Except as provided in this chapter, any person who, after written notice, violates, or who upon the demand of the division, refuses or neglects to conform to any lawful rule, written order, or regulation prescribed by the division is guilty of an infraction.

(Ord. No. 3498, 11-7-23)

9.01.009 Impersonation of animal control officer—Prohibited.

It is unlawful for any person who has not been designated to the position of animal control officer as provided in Section 9.01.004, to represent himself or herself to be, or to attempt to act as an animal control officer. Any person who violates this section is guilty of a misdemeanor.

(Ord. No. 3498, 11-7-23)

9.01.010 Record of division.

The division shall keep a record of the number, description and disposition of all animals impounded, showing in detail in the case of each, the date of receipt, the date and manner of disposal, the name of the person reclaiming, redeeming or receiving such dogs, cats or household pets, the reason for destruction and such additional records as the board of supervisors may from time to time direct.

(Ord. No. 3498, 11-7-23)

9.01.011 Fees.

- (a) Whenever fees are to be charged by the division of animal services, these fees shall be set by ordinance or resolution of the board of supervisors.
- (b) A fee, including a penalty fee, may be waived if, in the discretion of the chief animal control officer, it is contrary to interests of justice, would adversely impact animal welfare, or would impose an undue financial hardship upon the payee.

(Ord. No. 3498, 11-7-23)

9.01.012 Violation.

- (a) Except as otherwise provided, violation of a provision of this title is an infraction.
- (b) Each day upon which a violation occurs or continues to occur shall constitute a separate offence.

(Ord. No. 3498, 11-7-23)

Chapter 9.02 ANIMALS GENERALLY

9.02.001 Animals at large.

- (a) No person shall allow or permit any animal, other than household pets, to run at large upon any public street or place, or to trespass upon the property of another.
- (b) This provision shall not be construed as permitting the running at large of any household pets that are otherwise restricted by the provisions of this title or by any law applicable thereto.

(Ord. No. 3498, 11-7-23)

9.02.002 Unauthorized feeding or attraction of animals prohibited.

It is unlawful for any person to place, deposit, or maintain food, water, shelter, or other similar attractant for an animal in any public park, plaza, woodland, other public place, or upon the private property of another person without the express consent and authorization of the property owner or tenant.

(Ord. No. 3498, 11-7-23)

9.02.003 Animal wastes—Duty to remove.

Every person having custody or control of a dog or cat shall promptly remove and dispose of, in a sanitary manner, all feces and other solid waste left by such animal in any public area or on any private property other than that of the animal's owner or keeper.

(Ord. No. 3498, 11-7-23)

9.02.004 Unsanitary conditions prohibited.

It is unlawful for any person to do any of the following:

- (a) Keep an animal confined upon any premises or in any enclosure which is befouled by animal waste, trash or debris, or any other foul, noxious, or unsanitary condition.
- (b) Allow the accumulation or deposit of animal wastes upon his or her property in such a quantity as to disturb the owners, occupants, or users of adjacent properties by way of offensive odor or the attraction of flies, insects, or other vermin.
- (c) Allow the accumulation or deposit of animal wastes in a location and quantity so as to befoul or pollute waters entering surface or storm drainage systems.

(Ord. No. 3498, 11-7-23)

9.02.005 Unnecessary noise.

- (a) It is unlawful for any person to keep, harbor or maintain upon any lot, or in any residence, building, or structure owned, occupied, or controlled by them any animal which, by any frequent or prolonged noise, causes annoyance or discomfort to a reasonable person of normal sensitivities.

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- (b) Prima facie evidence of a violation of this section shall be established if the noise from any such animal disturbs:
 - (1) Two or more individuals residing in separate dwellings directly adjacent to the property whereat the animal is kept, or
 - (2) Three or more individuals residing in separate dwellings in close proximity to the property whereat the animal is kept.
 - (c) Frequent and repetitive violations of this section may be deemed a public nuisance.
 - (d) This section shall not apply to sounds made by livestock kept upon property which is zoned to allow the keeping of agricultural animals nor shall it apply to any appropriately permitted commercial animal facility situated in a location zoned for such an operation, provided that such noise is consistent with normal and expected levels for that type of animal keeping.

(Ord. No. 3498, 11-7-23)

9.02.006 Investigation and abatement of noise or nuisance.

- (a) Should the division determine through investigation that any animal habitually causes or creates a public nuisance, the chief animal control officer may issue to the owner of the animal an order to abate the nuisance forthwith.
 - (1) The division may initiate such an investigation independently upon reasonable suspicion or other good cause that a public nuisance exists; or
 - (2) The division shall initiate such an investigation upon the written affirmation from three individuals alleging that any animal is causing or creating a public nuisance, provided that those individuals reside in, or occupy, separate dwellings or businesses in proximity to the alleged nuisance.
- (b) Upon issuance of an order to abate a nuisance, a fine may be levied by the division against the owner of the animal.
- (c) If a public nuisance is not successfully abated upon the order of the chief animal control officer, the division may present the results of such investigation to the district attorney for prosecution.

(Ord. No. 3498, 11-7-23)

9.02.007 Menacing and aggressive animals.

- (a) It is unlawful for any person to keep, harbor, or maintain any aggressive or menacing animal which threatens, harasses, or intimidates a person who is peaceably and lawfully upon public or private property, unless it is contained in an enclosure of a construction adequate to keep it securely confined and prevent its escape.
- (b) Upon notification of a violation of subsection (a), the animal owner(s) must immediately confine it to an enclosure or location that mitigates the aggressive and menacing behavior.
- (c) It is unlawful for any person to permit any animal owned, harbored, or controlled by him or her to attack and cause severe bodily injury or death to another domestic or captive animal while off the property of its owner or keeper.
- (d) Liability of Property Owners.

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- (1) Owners of properties upon which a tenant keeps, harbors, or maintains any aggressive or menacing animal may, along with the animal owner(s), be jointly and severally liable for penalties related to violations of subsection (a), provided that they have received at least fourteen days prior written notice of the existence of such violation and the violation has not been abated.

(Ord. No. 3498, 11-7-23)

9.02.008 Animals designated as potentially dangerous or vicious.

- (a) Any animal designated under the provisions of another municipal, county, or state law as potentially dangerous, vicious, or their respective equivalent shall be considered so designated within the County of San Luis Obispo as well.
- (b) Any and all terms or restrictions related to the keeping, confinement, and care of the animal issued in association with that designation shall be fully and equally in force within the county.

(Ord. No. 3498, 11-7-23)

9.02.009 Possession of unsafe and wild animals prohibited.

It is unlawful for any person to own, keep, maintain, or possess any animal which is wild by nature and which, because of its size, disposition, or other characteristics could constitute a danger to human life or property.

- (a) Such animals shall include, but are not necessarily limited to, the following:
 - (1) Mammals:
 - a. Any canine other than a member of the species *Canis familiaris* (domestic dog), including wolves, coyotes, foxes, jackal, or any hybrid thereof.
 - b. Any feline other than a member of the species *Felis catus* (domestic cat), including mountain lions, bobcats, tiger, or any hybrid thereof.
 - c. Hyenas, bears, elephants, and primates.
 - (2) Reptiles:
 - a. Any species of front fanged venomous snake, or hybrid thereof.
 - b. Any venomous species of *Heloderma*.
 - c. Reticulated pythons, rock pythons, Burmese pythons, anacondas, or any other snake which commonly exceeds ten feet in length at adulthood.
 - d. Any crocodile or alligator.
 - (3) Any other terrestrial animal species, except for honey-producing bees, which is venomous to human beings, whether its venom is transmitted by bite, sting, touch or other means.
- (b) This prohibition shall not apply to:
 - (1) Livestock;
 - (2) Any member of the following taxonomic groups:
 - a. Aves (birds);
 - b. Equidae (horses, asses, and zebras);

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- c. Camelidae (camels, llamas, alpacas);
 - d. Ruminatia (Oxen, bison, deer, antelope, chevron).
- (3) Any wild and dangerous animal being transported through the county provided that the possessor is in compliance with all state and federal laws related to the keeping, possession, and transport of such animals, and provided that the animal does not remain within the county for more than twenty-four hours;
- (4) Any zoo, circus, museum, educational or academic research institution, veterinary hospital, wildlife rehabilitation or breeding organization, animal rescue, or commercial film or video production company provided that the animals are kept and confined in a manner which precludes their escape and which fully protects the public from harm.

(Ord. No. 3498, 11-7-23)

9.02.010 Injury to animals by motorists—Duty to stop and assist.

- (a) The operator of a motor vehicle or self-propelled vehicle which strikes and injures or kills any domestic animal on any public roadway shall:
- (1) Stop and give reasonable aid, assistance, and/or protection to said animal, provided that this can be done without the operator placing himself at unreasonable risk; and
 - (2) Contact the animal's owner, if known, or the animal services division, highway patrol, or the sheriff's or police department with jurisdiction, and report the location and facts of the incident, including their name and contact information; and
 - a. Remain at the scene until the owner, appropriate law enforcement or animal control authority arrives or until otherwise dismissed by that authority; or
 - b. In the case of an animal which is injured and not dead, the operator may immediately transport the animal to a veterinarian for treatment.
- (b) This section shall not apply to public safety officers or emergency response personnel if the vehicle they were operating was responding to an emergency situation at the time the animal was struck.

(Ord. No. 3498, 11-7-23)

9.02.011 Owner's responsibility to dispose of dead dogs, cats and household pets.

- (a) The owner of any dog, cat, or household pet which has died shall dispose of the carcass in a sanitary manner within twenty-four hours of becoming aware of its death.
- (b) It is unlawful for any person to place the carcass of an animal, or any portion thereof, in or upon any roadway, park, public place, or upon the private property of another without the express consent of the property owner or possessor.

(Ord. No. 3498, 11-7-23)

9.02.012 Disposition of dead dogs, cats and household pets upon request.

It shall be the duty of the division, upon the request of any owner of any dead dog, cat or household pet which was kept or maintained in the county immediately prior to its death, or upon the request of any person discovering a dead dog, cat or household pet upon his or her premises or upon any public road, highway, street,

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alley, square, park, school ground or other public place, or in or upon any lot or premises, to forthwith bury or dispose of the animal in such manner as may be prescribed by law. The division may charge and collect fees, which may be set by resolution of the board of supervisors, for the transportation and disposal of the dog, cat or household pet from the owner or person having had possession or control of the animal if same can be ascertained.

(Ord. No. 3498, 11-7-23)

Chapter 9.03 DOGS AND CATS

9.03.001 Microchipping required.

- (a) All dogs and cats over the age of four months must be implanted with an identifying microchip.
- (b) This provision shall not apply to:
 - (1) Dogs or cats for which a veterinarian licensed to practice within the state of California has issued a certificate indicating that such procedure would pose a serious risk to the health or life of the animal. Such certificate shall be issued in a form as prescribed by the division.
 - (2) Dogs or cats over eight years of age on January 1, 2022.
- (c) Any dog or cat without a microchip impounded by the division shall be microchipped prior to redemption or adoption.

(Ord. No. 3498, 11-7-23)

9.03.002 Animal keeping limitations—Dogs and cats.

- (a) Except as provided by Section 9.03.003, no person may keep, harbor, or maintain more than three dogs, nor more than three cats, over the age of four months on any single lot, premises, dwelling, or living accommodation located within the county, nor may any person allow to be kept, harbored, or maintained more than three dogs, or more than three cats, over the age of four months on any single lot, premises, dwelling, or living accommodation controlled by them and located within the county.
- (b) This section shall not apply to any duly permitted commercial animal operation.

(Ord. No. 3498, 11-7-23)

9.03.003 Animal keeping limitations—Variance to.

- (a) The division may issue a permit for a variance to the limitations on animal keeping as established by Section 9.03.002. The issuance of such a permit shall be at the discretion of the chief animal control officer taking into consideration the following:
 - (1) The type and characteristics of the animals to be kept,
 - (2) The type and quality of housing or confinement provided for the animals,
 - (3) The ability of the owner to maintain the animals in a manner which minimizes undue impact on adjacent neighbors,
 - (4) Laws, ordinances, regulations and rules applicable to the keeping of animals at the subject location and

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- (5) Documentation or awareness of prior animal welfare problems or adverse neighborhood impacts related to the keeping or management of animals by the permit applicant.
 - (b) Permits for a variance to animal keeping limitations shall be issued for the calendar year, or any part thereof, for which the variance is sought. Each permit shall expire on December 31 of the current year, provided that such permit may be renewed without penalty on or before January 1 of the next year.
 - (c) The division may assess a fee for the issuance or the annual renewal of a permit for variance. No proration of the fee shall be made for new permit or renewal applications submitted after January 1, provided that permits issued for new applications submitted after October 1 shall be valid until December 31 of the following year.
 - (d) A penalty fee may be assessed for permit renewal applications submitted after January 31.
- (Ord. No. 3498, 11-7-23)

9.03.004 Cats at large.

- (a) No person shall permit any unaltered cat owned, harbored, or controlled by him to roam at large.
 - (b) Any person finding a cat roaming at large may, at their own expense, have that animal spayed or neutered by a veterinarian.
- (Ord. No. 3498, 11-7-23)

9.03.005 Leash law.

- (a) No person shall permit any dog owned, harbored, or controlled by him to be in or upon any public roadway, walkway, park or other public area unless securely restrained by a leash and under the direct control of a person competent to exercise full care, custody, and charge over such dog, or unless the dog is at a "heel" beside a person and obedient to that person's command.
- (b) No person shall permit any dog owned, harbored, or controlled by him to trespass or be upon the private property of another without the express prior consent of the property owner or possessor.
- (c) The provisions of this section shall not be applicable:
 - (1) To any dog actively engaged in the herding of livestock or hunting provided it is obedient to the commands of the person controlling them during these activities;
 - (2) Within the boundaries of any park or other public area specifically designated and authorized by the controlling agency as an off-leash recreational area for dogs; or
 - (3) Any registered service dogs or dogs associated with search and rescue or law enforcement.

(Ord. No. 3498, 11-7-23)

9.03.006 Duty of division to seize and impound dogs roaming at large.

It shall be the duty of the division to seize and impound, in a lawful manner and subject to the provisions of this title, any dog found running at large.

(Ord. No. 3498, 11-7-23)

9.03.007 Dogs upon private property.

The owner or possessor of any private property may take up and deliver to the division, or detain for the division to pick up, any dog found running at large upon that property.

(Ord. No. 3498, 11-7-23)

Chapter 9.04 IMPOUNDMENT OF ANIMALS

9.04.001 Private individuals finding lost animals.

- (a) Any person finding a lost, stray or stolen animal shall notify the division by any means available within twenty-four hours of the event and provide his or her name, address, phone number, a description of the animal, and the time and location at which it was found.
- (b) Any person having custody of a lost, stray, or stolen animal shall surrender such animal to the division upon demand of the chief animal control officer. Failure to comply with this provision is a misdemeanor.

(Ord. No. 3498, 11-7-23)

9.04.002 Notice of impoundment and holding period.

- (a) Upon impounding any animal with identification, the division shall make reasonable efforts to notify the owner or custodian of the impoundment within twenty-four hours, excluding Sundays and holidays. The owner or custodian shall also be notified that the animal must be redeemed within three business days and, that unless so redeemed, the animal may be disposed of in a manner as provided by this title.
 - (1) Notification may be made by direct oral communication, telephone message, or posting of written notice at the address listed upon the animal's identification.
- (b) The division shall maintain a listing which includes the description, date of impound, and location taken up for all animals impounded by the division or reported as found by a private person. This information shall be made available to the public by means of a recorded phone message, website or any other reasonable means deemed appropriate by the chief animal control officer.

(Ord. No. 3498, 11-7-23)

9.04.003 Authority to take up.

- (a) The division may take into custody:
 - (1) Any animal found running at large contrary to the provisions of this title or other applicable statute.
 - (2) Any animal delivered to the division by a peace officer as defined by California Penal Code Sections 830.1-830.9.
 - (3) Sick, injured, or abandoned animals for which the owner or custodian cannot be located or is unable or unwilling to provide appropriate care.
 - (4) Any animal which presents an active or immediate health or safety risk to the public or other animals.
 - (5) Any animal whose owner or custodian has failed to provide it with necessary sustenance, drink, shelter, and veterinary care.

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- (6) Any animal which is confined inhumanely or subject to needless suffering, torment, or otherwise cruel and unnecessary treatment.
 - (7) Any animal which by law the division is authorized to impound.
 - (b) Any owner or custodian of an animal who believes that the animal has been unlawfully impounded may request a hearing before the chief animal control officer to determine the issue of whether it was lawfully seized and impounded.
 - (1) The chief animal control officer or his or her designee shall conduct such hearing within seven calendar days of the request.
 - (2) In the event the animal is determined to have been unlawfully impounded, the division shall refund to the owner or custodian any and all fees associated with the impound other than those associated with the licensure of the animal as required by this title or those due to any veterinary or special care fees necessary for the health and safety of the animal.

(Ord. No. 3498, 11-7-23)

9.04.004 Redemption of impounded animals.

- (a) The owner or custodian of any animal taken up and impounded under the provisions of this title may, at any time before the adoption or disposal thereof, redeem such animal by paying to the division the fees and charges prescribed by this title and any other applicable statutes which have accrued up to the time of such redemption.
- (b) Any person seeking to redeem an animal impounded under the terms of this provision shall demonstrate to the satisfaction of the division that he or she is the owner or duly authorized custodian of the animal.
- (c) Any person who is denied the redemption of an animal shall be provided written notification of the basis of the denial and afforded the opportunity to make the corrections necessary to secure the redemption of the animal during which time the animal shall remain in the division's custody.
- (d) Any person who is denied the redemption of an animal may request a hearing before the chief animal control officer into the validity of the denial. The chief animal control officer or his or her designee shall conduct such hearing within two business days of the request.
- (e) Failure of a person denied the redemption of an animal to implement the necessary corrections or to request a hearing into the denial within seven days shall be deemed abandonment of the animal which may then be disposed of by the division in a manner provided by this title.

(Ord. No. 3498, 11-7-23)

9.04.005 Vaccination and medical treatment of impounded animals authorized.

The division is hereby authorized to administer to any impounded animal such vaccinations, preventative medical treatment, or parasite controls as may be deemed necessary to promote the health and welfare of the animal or of other impounded animals. The cost for the administration of such medications or treatment may be included in the calculation and assessment of impound fees.

(Ord. No. 3498, 11-7-23)

9.04.006 Holding period—Household pets.

- (a) Unless otherwise specified within this title or by California state code, any household pet impounded under the provisions of this title shall be held by the division and kept available for owner redemption for a period of no less than three business days, not including the day of impoundment.
- (b) Calculation of the holding period for animals impounded with current identification as defined by Section 9.01.003(v) shall commence upon notification to the owner or custodian of the impoundment. If such notification is not made, the holding period for such animals shall be no less than seven calendar days.
- (c) Any animal surrendered to the division by its lawful owner may, at the division's discretion, be made immediately available for adoption.

(Ord. No. 3498, 11-7-23)

9.04.007 Holding period—Livestock.

- (a) The division shall immediately notify the office of the California State Secretary of Agriculture and provide a description of any impounded bovine, horse, mule, or burro having been found at large.
- (b) Any livestock animal found at large shall be held by the division and kept available for owner redemption for a period of no less than ten business days, not including the day of impoundment.
- (c) The division may authorize an individual finding any livestock animal other than a bovine roaming at large to maintain custody of the animal pending identification of the owner, provided they keep it adequately confined and provided with appropriate care. If the owner is not identified after thirty days, the finder may establish ownership of the animal as provided in Section 9.04.009. The individual finding the animal roaming at large may at any time turn such animal over to the division.

(Ord. No. 3498, 11-7-23)

9.04.008 Impound fees.

- (a) Before an impounded animal is released to the owner or custodian, he or she shall pay fees to the division for the following:
 - (1) Any applicable license fee and late penalty for the animal;
 - (2) An impound fee which shall be set to increase sequentially for the second, third, and subsequent impounds of the same animal within a one-year period. The first impound fee shall be waived for any dog wearing a current license tag at the time of impound;
 - (3) A boarding fee for each day, or portion thereof, that the animal remains in the division's custody beginning the day following the date of impound;
 - (4) Any veterinary or special care fees assessed to, or incurred by, the division as a result of the impound of the animal. Payment of these fees does not constitute a guarantee against any future billing of the owner or custodian by a veterinarian or animal care provider for fees not yet assessed to the division or for the value of any discounted service provided to the division.
 - (5) Any other fee established within the provisions of this title or by California state statute.
- (b) The above fees shall be set by the board of supervisors by ordinance or resolution and may be amended from time to time.

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- (c) Any owner or custodian who refuses or fails to redeem an animal upon notification of its impoundment shall remain liable for all costs associated with its impoundment and incurred through the duration of its holding period.

(Ord. No. 3498, 11-7-23)

9.04.009 Adoption of unredeemed animals.

At any time after the expiration of the applicable holding period, the division may, without further notice and without advertising in any manner, adopt out any animal not reclaimed or redeemed provided that:

- (a) No animal be adopted, given, or otherwise transferred to any individual, organization, or business for the purpose of being utilized in biomedical, pharmaceutical, or other laboratory testing or research.
- (b) No dog or cat shall be adopted, given, or otherwise transferred to any person, organization, or business, other than a non-profit humane organization, unless it has been previously spayed or neutered, or unless a veterinarian licensed to practice in the state of California certifies that it is too sick to undergo such a procedure, in which case the adopter shall pay to the division a deposit of no less than fifty dollars.
 - (1) The deposit shall be returned to the adopter upon provision of proof of alteration to the division.
 - (2) Failure to provide proof of alteration or a renewed veterinarian's certification that the animal remains too ill to undergo surgery to the division within sixty days of the date of the deposit shall result in forfeiture of the deposit.

(Ord. No. 3498, 11-7-23)

9.04.010 Euthanasia of animals.

- (a) Any impounded animal which, upon the conclusion of its holding period, has not been redeemed by its owner or which has not been adopted may be humanely euthanized by the division in its discretion.
- (b) Any owner surrendered animal which has not been reclaimed by its owner within a period of time equivalent to the holding period for impounded stray animals as set forth in Section 9.04.006 may be humanely euthanized by the division in its discretion.
- (c) Any impounded or owner surrendered animal, regardless of its holding period, may be euthanized by the division upon diagnosis or recognition of an illness or injury causing irremediable suffering.
- (d) The division may provide for the humane euthanasia of animals upon request and certification by the owner that the animal:
 - (1) Has an illness or injury causing substantial suffering, discomfort, or malaise; or
 - (2) Demonstrates unprovoked aggression towards people or domestic animals; or
 - (3) Demonstrates undesirable behavior which is unmanageable and incompatible with the keeping of the animal as a domestic pet.

(Ord. No. 3498, 11-7-23)

Chapter 9.05 ANIMAL BREEDING AND SALES

9.05.001 Animal breeding—Permit required.

- (a) No person, firm, corporation, or association shall breed with the intent to sell, nor offer for sale, any animal of a type normally kept as a household pet without having first obtained the appropriate permit from the division.
 - (1) In the event that the breeding operation qualifies as a hobby breeder under the definitions of this title, the permit type issued shall be that of a hobby breeder permit.
 - (2) All other breeding operations shall be permitted as a commercial animal operation.
- (b) Application, approval, and maintenance of this permit shall be independent of, and in addition to, any other permits required by this code.
- (c) Issuance of a permit under this section does not supersede, negate, or otherwise eliminate the requirement of an animal owner or keeper to comply with all other municipal, county and state regulations, ordinances, and laws related to the keeping, breeding and/or sale of animals.

(Ord. No. 3498, 11-7-23)

9.05.002 Advertisement of animals for sale.

Any hobby breeder or commercial animal operation offering the sale of a household pet shall include the permit number issued for that operation in any print, electronic, or other form of advertisement.

(Ord. No. 3498, 11-7-23)

9.05.003 Hobby breeder permit—Inspection required.

- (a) The division shall conduct an inspection of the associated animal facility upon receipt of an application for a new hobby breeder permit and from time to time as may be deemed necessary by the chief animal control officer to ensure appropriate animal care and management.
- (b) Routine hobby breeder permit inspections may be conducted without prior notification to the permit holder or applicant during the normal business hours of the division.
- (c) Inspections conducted in conjunction with an investigation of alleged or suspected animal welfare concerns or permit violations may be conducted as necessary for that purpose.
- (d) Refusal of an applicant or permit holder to allow an inspection shall be grounds for denial or revocation of the hobby breeder permit.

(Ord. No. 3498, 11-7-23)

9.05.004 Hobby breeder permit—Issuance and revocation.

- (a) An applicant shall be issued a hobby breeder permit by the chief animal control officer upon successful completion of an inspection of the associated animal facility and payment of any associated fees as may be established by the board of supervisors.
- (b) A hobby breeder permit may be immediately denied, suspended, or revoked by the chief animal control officer upon due investigation and determination that:
 - (1) The issuance of such permit creates, is likely to create, or promotes a public nuisance; or

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- (2) The permit holder or applicant has failed to maintain the premises in a clean, sanitary condition and poses an unreasonable risk to the health, safety and welfare of the animals residing at the premises; or
 - (3) The permit holder or applicant has failed to provide appropriate care, housing, or confinement for the animals in his or her keeping; or
 - (4) The permit holder, applicant, or other resident of the property for which the permit is sought has been convicted of any offence involving a violation of Section 597 of the California State Penal Code or any other equivalent municipal, county, or state law or code.
 - (5) The permit holder or applicant is maintaining or breeding animals in violation of municipal, county, or state law or code.
- (c) In the event a hobby breeder permit is suspended or revoked, the holder of the permit shall be given an opportunity for a hearing before an impartial hearing officer from outside of the division, within forty eight business hours of the time of suspension. Upon conclusion of the hearing, the hearing officer may decide to:
- (1) Dismiss the suspension or revocation and reinstate the permit with or without conditions; or
 - (2) Suspend or revoke the permit.

This hearing shall be conducted in accordance with procedures adopted by the division and the hearing officer's decision shall be final.

(Ord. No. 3498, 11-7-23)

9.05.005 Hobby breeder permit—Term, fee, and delinquency.

- (a) Hobby breeder permits shall be issued for the calendar year, or any part thereof, during which the operation is maintained. Each permit shall expire on December 31 of the current year.
- (b) The division may assess a fee for the issuance or the annual renewal of a hobby breeder permit. No proration of the fee shall be made for new permit or renewal applications submitted after January 1, provided that permits issued for new applications submitted after October 1 shall be valid until December 31 of the following year.
- (c) A renewal application may be submitted at any time during the calendar year without penalty, provided that such application is made prior to the breeding of the animals to be covered by the permit. In the event that a renewal application is not submitted prior to the breeding, the division may assess a penalty fee.

(Ord. No. 3498, 11-7-23)

9.05.006 Report of animal sales.

Any holder of a hobby breeder permit shall report in writing the sale of any dog or cat to the division within thirty days of the event. Such report shall include:

- (a) Date of sale;
- (b) Species, breed, age, sex, and color of the animal; and
- (c) Name and physical address of purchaser.

(Ord. No. 3498, 11-7-23)

Chapter 9.06 COMMERCIAL ANIMAL OPERATIONS

9.06.001 Commercial animal operation—Permit required.

- (a) No person shall conduct any commercial breeding, kennel, stable, pet shop or other commercial animal operation as defined in this title without first obtaining the appropriate permit from the division.
- (b) Issuance of a permit to operate under this section does not supersede, negate, or otherwise eliminate the requirement of an animal owner or keeper to comply with all other municipal and or county regulations and ordinances related to the sale or keeping of animals.

(Ord. No. 3498, 11-7-23)

9.06.002 Commercial animal operation permit—Operational standards.

- (a) The division shall establish minimum standards of sanitation, animal care, and animal housing for the operation of a commercial animal facility. In the event that another law or regulation sets forth different standards regarding the sanitation, care and housing of animals at the facility, the more restrictive law or regulation shall control.
- (b) Failure of a permit holder to correct a deficiency in operational standards upon notification by the division constitutes an infraction.

(Ord. No. 3498, 11-7-23)

9.06.003 Commercial animal operation permit—Inspection required.

- (a) The division shall conduct an inspection of the associated animal facility upon receipt of an application for a new commercial animal operation permit and from time to time as may be deemed necessary by the chief animal control officer to ensure appropriate animal care and management.
- (b) Routine commercial animal operation permit inspections may be conducted without prior notification during the normal business hours of the permitted animal facility.
- (c) Inspections conducted in conjunction with an investigation of alleged or suspected animal welfare concerns or permit violations may be conducted as necessary for that purpose.
- (d) Refusal of an applicant or permit holder to allow an inspection may be grounds for denial or revocation of the permit.

(Ord. No. 3498, 11-7-23)

9.06.004 Business license required.

- (a) Unless exempted by county or municipal code, no person, firm, corporation, or association may erect, establish, or maintain any commercial animal operation without first obtaining a business license from the jurisdiction wherein the operation is located.
- (b) Such business license shall be issued in a form and for a duration prescribed by the issuing authority.

(Ord. No. 3498, 11-7-23)

9.06.005 Emergency notification.

The owner or operator of a commercial animal operation shall post in a conspicuous location, where it may be seen outside the locked premises, a notice listing the names and telephone numbers of persons who may be contacted in the case of any emergency.

(Ord. No. 3498, 11-7-23)

9.06.006 Commercial animal operation permit—Issuance, suspension and revocation.

- (a) An applicant shall be granted a commercial animal operation permit by the chief animal control officer upon submittal of a complete application, successful completion of an inspection of the associated animal facility and payment of any associated fees as may be established by resolution or ordinance by the board of supervisors.
- (b) Any permit issued under this title may be suspended or revoked by the chief animal control officer upon the determination that:
 - (1) The permitted operation creates, is likely to create, or promotes a public nuisance; or
 - (2) The permittee, their agents or employees have failed to maintain the premises in a clean, sanitary condition; or
 - (3) The permittee, their agents or employees have failed to provide appropriate care or housing for the animals in their keeping; or
 - (4) The permittee, their agent, or employee has been convicted of any offense involving a violation of Section 597 of the California State Penal Code; or
 - (5) The division determines that the application included any materially false information; or
 - (6) The permittee, their agents or employees have failed to meet the operational standards established by the division for a commercial animal operation or have otherwise violated any other rule or regulation related to the operation of a commercial animal operation.
- (c) Prior to the suspension or revocation of any permit issued under this title, the division shall conduct a hearing into the basis for such suspension or revocation.
 - (1) Notice of the hearing shall be mailed to the permittee or posted at the location of the permitted operation at least five days prior to the date of the hearing.
 - (2) Written notice of the hearing findings shall be mailed to the permittee or posted at the location of the permitted operation.
 - (3) Any order to suspend or terminate a permitted operation shall become effective no sooner than seven, nor more than thirty, calendar days from the date of issuance.

(Ord. No. 3498, 11-7-23)

9.06.007 Commercial animal operation permit—Appeal of denial, suspension, or revocation.

- (a) The applicant or holder of a commercial animal operation permit which has been denied, suspended, or revoked may appeal the decision to the board of supervisors by submitting a written request to the clerk of the board within seven days of the issuance of such decision. The clerk shall set the matter for hearing at the

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earliest possible date and shall give reasonable notice of the time and place thereof to the applicant or permittee and to the division.

- (b) The board of supervisors, or their designee, shall hear the evidence offered by the division and by the applicant or permittee and shall forthwith decide the issue.
- (c) The decision of the board of supervisors, or their designee, shall be final.

(Ord. No. 3498, 11-7-23)

9.06.008 Commercial animal operation permit—Term, fee, delinquency, fee exemption.

- (a) Commercial animal operation permits shall be issued for the calendar year, or any part thereof during which the operation is maintained. Each permit shall expire on December 31 of the current year, provided that such permit may be renewed without penalty on or before January 1 of the next year.
- (b) The division may assess a fee for the issuance or the annual renewal of a permit which shall be established by resolution or ordinance by the board of supervisors. No proration of the fee shall be made for new permit or renewal applications submitted after January 1, provided that permits issued for new applications submitted after October 1 shall be valid until December 31 of the following year.
- (c) A penalty fee may be assessed for permit renewal applications submitted after January 31. The penalty fee shall be established by resolution or ordinance by the board of supervisors.
- (d) Non-profit humane organization conducting a commercial animal operation are exempt from the assessment of permit fees provided that they submit documentation of their Internal Revenue Service designation as a 501(c)3 organization at the time of application and that they submit their renewal application prior to January 31.

(Ord. No. 3498, 11-7-23)

Chapter 9.07 LICENSING

9.07.001 Dog license—Required.

- (a) All dogs, including dog hybrids, over the age of four months and being kept or maintained in the county of San Luis Obispo for more than thirty days in any one year period shall be licensed through the division.
- (b) The owner, or the owner's agent, of any properties upon which a tenant keeps, harbors, or maintains a dog subject to the licensing requirements established by this section may, along with the animal owner, be jointly and severally liable for penalties related to violations of subsection (a).
- (c) It shall be the responsibility of the division to administer those processes related to the issuance of such license, including, but not limited to, the:
 - (1) Receipt and processing of applications for licensure;
 - (2) Distribution of license tags; and
 - (3) Maintenance of all records related thereto.

(Ord. No. 3498, 11-7-23)

9.07.002 Dog license—Exemptions.

The provisions of this title requiring the licensing of dogs shall not apply to:

- (a) Dogs on sale in a duly licensed and permitted pet shop or commercial animal operation.
- (b) Dogs owned by a duly licensed and permitted commercial animal operation, provided that the animal is housed or maintained at the permitted facility.
- (c) Every dog that is exempt from licensing requirements shall still be vaccinated against rabies infection with a vaccine approved by the California Department of Public Health for use in dogs, unless such animal would otherwise be exempt from the vaccination requirement as provided in Section 9.08.003.

(Ord. No. 3498, 11-7-23)

9.07.003 Dog license—Vaccination required.

The division shall not license any dog which has not been vaccinated against rabies infection with a vaccine approved by the California Department of Public Health for use in dogs or which has not been issued an exemption to the requirement for rabies vaccination as provided for in Section 9.08.003.

(Ord. No. 3498, 11-7-23)

9.07.004 Dog license term.

Each dog license shall be valid for a period of up to three years from the date of issuance, provided that the term of validity may not extend beyond the expiration date of the animal's rabies vaccination. In the event that a dog has been exempted from rabies vaccination as provided for in Section 9.08.003, the term of the license shall be for one year.

(Ord. No. 3498, 11-7-23)

9.07.005 Rabies deposit fee required.

Any person procuring a dog license without a valid rabies vaccination for reason of redeeming an impounded animal or clearing a citation will pay a rabies deposit fee which shall be established by resolution or ordinance by the board of supervisors. This deposit is refundable upon proof of current vaccination through normal county refund procedures. Proof of rabies vaccination shall be made to the division within thirty days or the license will be void and the deposit forfeit.

(Ord. No. 3498, 11-7-23)

9.07.006 Dog license tags.

Upon exhibition of the proper evidence of vaccination and payment of the license fee, the division shall deliver to the person making such payment a metal tag with a unique identification number and the words "San Luis Obispo County, CA" stamped thereon. This tag shall be worn at all times by the dog for which it was issued. If the dog is exempted from vaccination as established by Section 9.08.003, the dog tag shall have a distinguishing mark as evidence of such fact.

(Ord. No. 3498, 11-7-23)

9.07.007 Assistance animal tags.

Any assistance animal identification tag issued by the division in compliance with California Food and Agriculture Code Section 30850 shall also serve as the license tag for the dog to which it was issued.

(Ord. No. 3498, 11-7-23)

9.07.008 License fees.

- (a) The division shall assess a fee for each license issued. Such fee shall be established by resolution or ordinance by the board of supervisors.
- (b) A late penalty may be assessed in addition to the standard licensing fee for any license renewal which is more than thirty days delinquent or for any new license application which is submitted more than thirty days after the requirements established in Section 9.07.001(a). Such fee shall be established by resolution or ordinance by the board of supervisors.
- (c) A reduced fee shall be assessed to senior citizens providing proof of age, provided that the licensed animal has been altered. For the purposes of this section, "senior citizen" shall be interpreted to mean any person over the age of sixty-five.

(Ord. No. 3498, 11-7-23)

9.07.009 License fee—Waived.

The licensing fee shall be waived for:

- (a) Dogs which have been issued an assistance animal identification tag as established by California Food and Agriculture Code Section 30850; and
- (b) Dogs owned, appropriately trained and utilized by a public agency for the purpose of assisting in law enforcement, search and rescue, or military activities; dogs being trained for such purpose; dogs kept as breeding stock for such purpose; or dogs previously utilized and retired from such purpose.

(Ord. No. 3498, 11-7-23)

9.07.010 Counterfeiting prohibited.

It is a misdemeanor for any person to counterfeit a license tag, to remove a valid tag from a dog with the intent of affixing that tag to another dog or transferring that tag to another person, or to knowingly possess or place on a dog any such tag.

(Ord. No. 3498, 11-7-23)

Chapter 9.08 RABIES CONTROL

9.08.001 Rabies vaccination required—Dogs.

- (a) The owner or custodian of any dog or dog hybrid over the age of four months shall procure its vaccination against rabies virus infection.

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- (b) Every dog so vaccinated shall be revaccinated at an interval consistent with the labeling directions for the specific vaccine and as approved by the California Department of Public Health.

(Ord. No. 3498, 11-7-23)

9.08.002 Rabies vaccination required—Cats.

- (a) The owner or custodian of any cat or cat hybrid over the age of four months which is allowed to roam at large shall procure its vaccination against rabies virus.
- (b) Every cat so vaccinated shall be revaccinated at an interval consistent with the labeling directions for the specific vaccine and as approved by the California Department of Public Health for so long as it is allowed to roam at large.

(Ord. No. 3498, 11-7-23)

9.08.003 Exemptions from rabies vaccination requirements.

- (a) The requirement for rabies vaccination for any dog or cat may, upon the approval of the chief animal control officer, be waived for a period of up to one year following the submission of a certification by a veterinarian listing a specific medical diagnosis or condition affecting the animal and stating that due to such condition the administration of a rabies vaccination poses a grave or life-threatening risk to the animal. The form of such certification is to be specified by the chief animal control officer.
- (b) Advanced age alone does not constitute a basis for the waiver of rabies vaccination requirements.
- (c) Any animal so exempted from rabies vaccination shall be restricted to the enclosed yard or premises of the owner or keeper unless it is securely constrained by a leash no more than six feet in length.

(Ord. No. 3498, 11-7-23)

9.08.004 Rabies vaccination—Administration, certificates, and reporting.

- (a) Vaccination against rabies infections shall be performed by a duly qualified and licensed veterinarian using a vaccine of a type approved for use in that species of animal by the California Department of Public Health.
- (b) The veterinarian performing the vaccination shall issue to the owner or custodian of the animal a certificate of vaccination which shall include:
 - (1) The manufacturer and type of vaccine used;
 - (2) The date of the vaccination;
 - (3) The duration of vaccination;
 - (4) A true description of the animal to which the vaccination was administered, including species, age, breed, sex and color; and
 - (5) The name and address of the owner or custodian of the animal.
- (c) A copy of the vaccination certificate shall be sent by the veterinarian to the division within thirty days of said vaccination.

(Ord. No. 3498, 11-7-23)

9.08.005 Reporting of bites.

Any person bitten by a dog, cat, raccoon, skunk, bat, fox, coyote, bobcat, or other animal of a species subject to rabies infection, any parent or guardian of a minor child so bitten, any physician or healthcare provider treating a person so bitten, and any other person having knowledge of a person so bitten shall, within twenty-four hours, notify the division and report, if known:

- (a) The name, address, and phone number of the person bitten;
- (b) The type of animal inflicting the bite;
- (c) The name, address, and phone number of the owner of the animal; and
- (d) The time, date, and circumstances under which the bite occurred.

(Ord. No. 3498, 11-7-23)

9.08.006 Biting animals—Penalty.

It is a misdemeanor for any person to permit any animal owned, harbored or controlled by him or her, to inflict upon any human being a bite that penetrates the skin while the person bitten is on any public place, or lawfully upon any private property.

(Ord. No. 3498, 11-7-23)

9.08.007 Isolation of biting and rabies exposed animals.

- (a) Any domestic animal of a species subject to infection by the rabies virus and which has bitten a person shall be quarantined for a period of time as established by Title 17 of the California Code of Regulations Section 2606. The location and manner of the quarantine shall be at the discretion of the chief animal control officer. In the event that no time period for the quarantine is established by the California Code of Regulations, the duration of quarantine shall be set by the chief animal control officer in his or her reasonable discretion.
- (b) Any domestic animal of a species subject to infection by the rabies virus and which has been exposed to a known or suspected rabid animal shall be quarantined for a period of time as established by Title 17 of the California Code of Regulations Section 2606. The location and manner of quarantine shall be at the discretion of the chief animal control officer. In the event that no time period for the quarantine is established by the California Code of Regulations, the duration of quarantine shall be set by the chief animal control officer in his or her reasonable discretion.
- (c) Any hybrid animal which has been vaccinated against rabies infection shall, for the purposes of administration of this section, be considered unvaccinated unless such vaccine was specifically labeled and approved by the California Department of Public Health for administration to hybrid animals.
- (d) Upon the request and consent of the owner or custodian, an animal subject to quarantine under the provisions of this section may be euthanized prior to the conclusion of the quarantine period provided that the animal's remains are submitted for diagnostic testing in a manner consistent with established medical practice for the assessment of rabies infection.
- (e) The chief animal control officer or his or her duly authorized agent is hereby empowered to enter upon any private property, including the home or residence where an animal is kept or has strayed, to inspect, and if necessary to seize and impound any animal for the purpose of enforcing this section.

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- (f) Any person who fails to produce and relinquish upon demand of the division any animal subject to isolation under the terms of this section, disobeys any isolation order issued by the division, or removes from its place of confinement any animal under quarantine without the consent of the division is guilty of a misdemeanor.

(Ord. No. 3498, 11-7-23)

9.08.008 Suspicion of rabies.

- (a) Any person having ownership or custody of an animal demonstrating symptoms indicative and suggestive of rabies infection, or any veterinarian treating such an animal, shall immediately notify the division.
- (b) Upon certification by a veterinarian that an animal is demonstrating signs indicative and suggestive of rabies infection, the division may cause the animal to be humanely euthanized and the remains submitted for diagnostic testing in a manner consistent with established medical practice for the assessment of rabies infection.

(Ord. No. 3498, 11-7-23)



AGENDA NO: 8.b

MEETING DATE: April 8, 2025

TO: Honorable Mayor and City Council DATE: March 27, 2025
FROM: Rachael Hendricks, Human Resources/Risk Manager
SUBJECT: Public Hearing on Vacancies to Comply with Assembly Bill 2561

RECOMMENDED ACTION

Receive and file this report. No action is needed.

FISCAL IMPACT

There is no fiscal impact to receiving and filing this report.

OVERVIEW

In response to Assembly Bill 2561 (AB 2561), signed into law by Governor Newsom on September 22, 2024, the City of Morro Bay presents this report in compliance with new transparency requirements related to staffing vacancies. AB 2561 mandates that public agencies hold at least one public hearing each fiscal year before the adoption of their budgets to report on vacancy levels, evaluate hiring and retention efforts, and allow for participation by recognized bargaining groups. This report includes workforce data for the 2024 calendar year, along with the most current staffing status as of April 1, 2025.

BACKGROUND

Assembly Bill 2561 (AB 2561) amended the Meyers-Milias-Brown Act by adding Government Code Section 3502.3, which requires local public agencies to enhance transparency and accountability in public sector staffing. The full text of the bill is available at: [AB 2561 Bill Text](#). The purpose of AB 2561 is to address growing concerns over staffing shortages in public agencies, which can lead to increased workloads, employee burnout, lower morale, and reduced service delivery to citizens. To mitigate these impacts, the law requires agencies to:

- Report annually on vacancies, recruitment activity, and retention strategies;
- Identify any policies or practices that may hinder hiring or retention;
- Provide recognized bargaining groups an opportunity to present during the public hearing; and
- If any bargaining group vacancy rate reaches or exceeds 20% of authorized positions, provide additional data upon request, including applicant volume, hiring timelines, and efforts to improve compensation, benefits, and working conditions.

Prepared By: RH Dept Review:
City Manager Review: YK City Attorney Review: RWS
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Recognized bargaining groups, including the Morro Bay Firefighters Association (MBFFA), Service Employees International Union (SEIU), and the Morro Bay Police Officers Association (MBPOA) have been invited to participate in this public hearing in accordance with AB 2561.

Workforce Overview

As of April 1, 2025, the City of Morro Bay has 114.5 full-time equivalent (FTE) budgeted positions. Of the 114.5 FTE’s, 85.5 are represented by bargaining groups. No bargaining group currently meets or exceeds the 20% vacancy threshold that would trigger enhanced reporting under AB 2561. The City’s overall vacancy rate is currently 4%, which is considered low.

Vacancy rates are calculated as follows: Vacancy Rate (%) = (Number of Vacant Positions in employee group / Total Number of Authorized Positions) x 100.

The following table summarizes the City’s vacancy rate by employee group as of April 1, 2025.

Employee Group	FTE’s Budgeted	Vacancies	Vacancy Rate
Confidential	4	0	0%
Dept Heads	7	0	0%
Management	18	2	11%
MBFFA (Fire)	13	0	0%
MBPOA (Police)	16	2	13%
SEIU	56.5	1	2%
City Overall	114.5	5	4%

Recruitment Activity

Vacancies within the City arise from a range of factors, including retirements, internal promotions, resignations, and terminations. In 2024, the City filled 20 full-time positions and hired 111 part-time, temporary employees. Human Resources staff reviewed 635 applications for full-time positions and 741 for part-time, temporary positions, demonstrating consistent interest in City employment opportunities.

However, a high volume of applications does not always indicate a strong pool of qualified candidates. The City often receives applications from across the country and internationally, many of which are from individuals seeking remote-only roles or from candidates who do not meet minimum qualifications. Additionally, some qualified candidates choose not to proceed in the recruitment process due to the region’s high cost of living or compensation levels that do not align with their expectations or desired lifestyle.

Employee Separations

In 2024, twelve full-time equivalent employees separated from the City of Morro Bay. The reasons for departure were as follows:

- 5 employees left for other municipal positions offering higher pay or promotional opportunities
- 2 employees transitioned to the private sector for similar reasons
- 2 employees resigned without securing alternative employment
- 1 employee retired
- 1 employee was terminated
- 1 employee left to provide childcare

These separation figures reflect broader workforce mobility trends and highlight the ongoing need to support alternative work schedules, offer competitive compensation and benefits, and create pathways for internal advancement.

Employee Retention

Employee retention remains a central focus of the City's workforce strategy. In 2024, the City implemented several initiatives designed to improve employee satisfaction, promote longevity, and enhance professional growth. These efforts include:

- Implementation of the 2023 Classification and Compensation Study, which provided market-aligned wage adjustments;
- Approval of new three-year labor agreements effective July 1, 2024, incorporating competitive wage increases and expanded benefits;
- Continued access to a comprehensive benefits package and flexible scheduling options for many positions;
- Creation of longevity incentives to reward and retain experienced employees;
- Ongoing professional development through in-person and online training programs, including offerings from the California Joint Powers Insurance Authority (CJPIA), Mineral, and Liebert Cassidy Whitmore (LCW).

City data indicates that employees with shorter tenure are more likely to leave within their first few years of service. This reinforces the importance of robust onboarding and meaningful engagement strategies to support employee retention and long-term success.

Organizational Self-Assessment

As part of its workforce planning and in alignment with AB 2561, the City continues to assess internal practices and workforce conditions to identify and address recruitment and retention challenges. Current areas of focus include:

- Exploring new advertising methods and platforms, particularly for hard-to-fill positions such as Police Officers;
- Ensuring that compensation and benefits remain competitive within the region;
- Reviewing recruitment best practices and improving the onboarding experience.

This ongoing self-assessment helps position the City to become an employer of choice, supports organizational resilience, and ensures the effective delivery of public services.

CONCLUSION

The City of Morro Bay is committed to maintaining a skilled and resilient workforce and to complying with the requirements of Assembly Bill 2561. This report and public hearing fulfill the requirements of AB 2561 and confirm that all bargaining groups are below the 20% vacancy threshold. While vacancy levels remain below the threshold for enhanced reporting, the City will continue to monitor staffing trends, address recruitment challenges, and invest in workforce development.

ATTACHMENT(S)

1. AB 2561 FY 24-25 Presentation



City of Morro Bay

AB 2561

2025 Annual Reporting

Rachael Hendricks, Human
Resources/Risk Manager

What is AB 2561?

- Effective January 1st, 2025
- Adds Govt. Code Section 3502.3 to the Meyer-Milias-Brown Act. Imposing new obligations on public sector agencies related to tracking and presenting information on job vacancies.

What is AB 2561?

- AB 2561 declares that job vacancies are a widespread and significant problem for the public sector
- CA Legislature found high public employee vacancy rates contribute to:
 - Negative impacts on public service delivery to citizens
 - Increased workloads
 - Burnout/increased turnover

City's AB 2561 Obligation

- Mandate for Annual Reporting and Presentation of:
 - Vacancies, recruitment, and retention efforts BEFORE formal budget adoption
 - If a bargaining units vacancy rate is at or above 20%, then more comprehensive analysis and reporting must be done

Public Hearing Purpose

- Increase transparency on staffing shortages in a public setting
- Address recruitment and retention challenges
 - Provides an avenue to discuss challenges to maintaining a stable workforce

Purpose of AB 2561

- Requires annual public hearing before budget adoption
- Invite input from recognized bargaining units during the public hearing
 - The City has 3 recognized bargaining groups, SEIU, Police and Fire

Workforce Overview

- Total Employees (FTE): 114.5
- • Vacancies: 5
- • Overall Vacancy Rate: 4%
- • No groups meet or exceed the 20% vacancy threshold

**Represented
Employees with
MOU Labor
Contracts = 78**



Morro Bay Vacancy Data

Employee Group	FTE's Budgeted	Vacancies	Vacancy Rate
Confidential	4	0	0%
Dept Heads	7	0	0%
Management	18	2	11%
MBFFA (Fire)	13	0	0%
MBPOA (Police)	16	2	13%
SEIU	56.5	1	2%
City Overall	114.5	5	4%

Current Full-Time Recruitments

- City Engineer
- Police Officer
- Police Sergeant

2024 Recruitment Activity

- 20 full-time and 111 part-time hires
 - 635 full-time and 741 part-time applications
- Challenges:
 - Unqualified candidates
 - Salary expectations
 - High cost of living for relocation

2024 Departure Reasons

Employee Departure Reasons



5

Local Govt. Jobs



2

Local Private
Sector Jobs



2

Resignation
Without
Employment



1

Retirement



1

Termination



1

Moved to Part-time
Due to Childcare

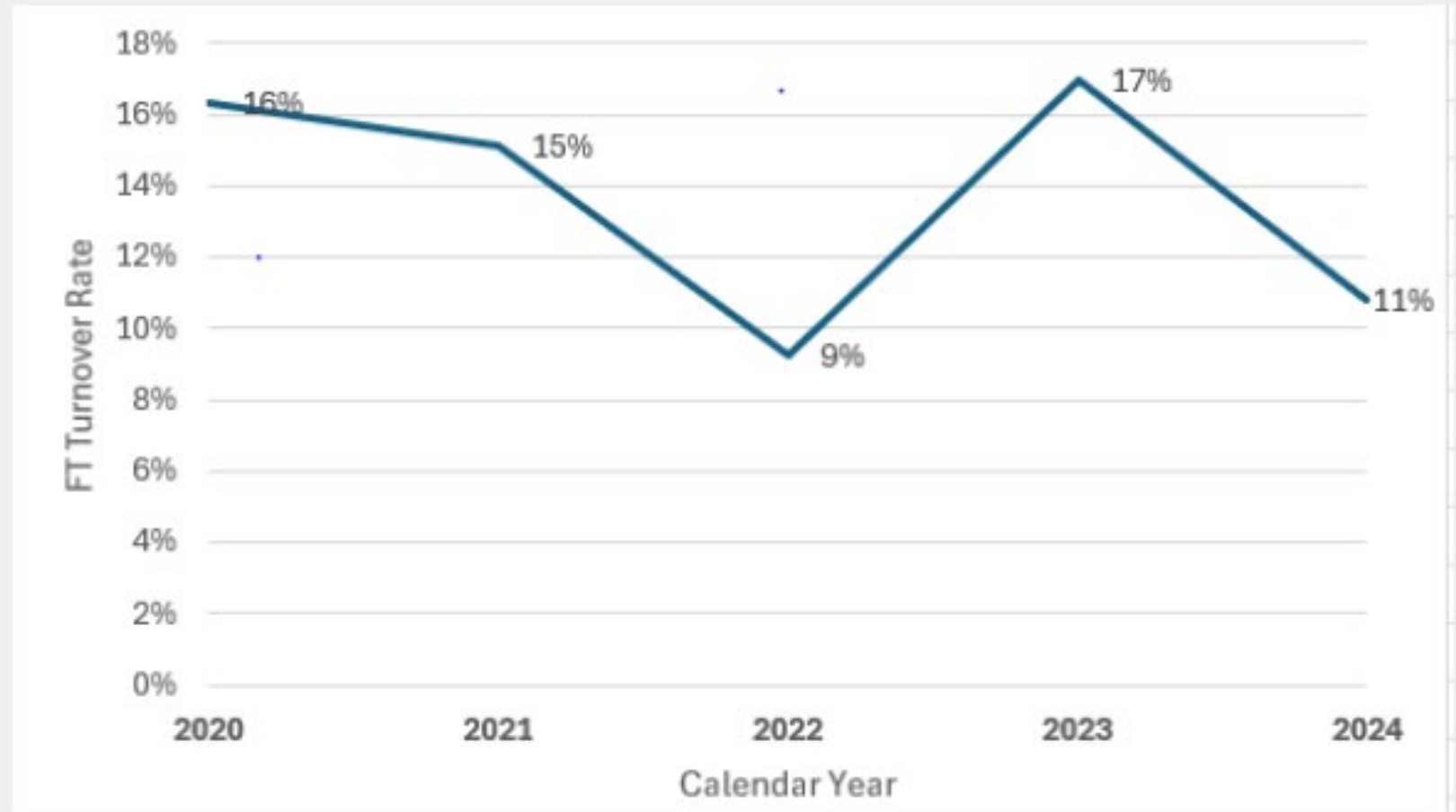
Retention Efforts

- 2024 Market-aligned wage adjustments from 2023 Compensation Study
- New three-year labor agreements with market wage and benefits increases
- New longevity incentives to encourage retention
- Employee training & development
- Flexible scheduling for some positions

Retention Efforts

- Open communication with bargaining units
- Competitive employer-paid benefits
 - Dental, vision, & life insurance for family
 - Employee health insurance for Gold PPO
 - Deferred Compensation City contributions
 - Longevity Incentives
- Employee recognition
 - Years of Service Pins
 - Employee appreciation events
 - Employee performance reviews

5 – Year Full-Time Turnover



Turnover rate decreased!

Conclusion

- Presentation and public hearing meets our AB 2561 obligation
- All groups are under the 20% vacancy threshold with overall vacancy rate at low 4%.
- No Council action is needed at this time.
- Bargaining group presentations.

SEIU Presentation

MBPOA Presentation

MBFFA Presentation



AGENDA NO: 9.a

MEETING DATE: April 8, 2025

Staff Report

TO: Honorable Mayor and City Council

DATE: March 3, 2025

FROM: Airlin Singewald, Community Development Director
Erik Valentine, Assistant Planner
Yvonne Kimball, City Manager

SUBJECT: Update and Discussion of City Owned Properties (2025)

RECOMMENDED ACTION

Review information regarding City-owned properties and provide direction to staff regarding any potential changes to the disposition of any City-owned property. Depending on the desired objectives, the City Council could consider the following options: maintaining the status quo, disposition, or issuance of request for proposals for the purpose of potential development of certain parcels.

ALTERNATIVES

There are no recommended alternatives.

FISCAL IMPACT

There is no direct financial impact from this action, however future impacts may result depending on Council direction regarding the sale or development of City-owned properties.

BACKGROUND / DISCUSSION

This staff report is an update of an item originally brought forth to City Council by Rob Livick, the former Public Works Director and City Engineer back in 2015. Since then, the City's property inventory has changed slightly.

As of 2025, the City owns approximately 342 acres of real property in 69 parcels, some of which are outside of the City's corporate boundary. This does not include any of the City's rights of way or easements, which are only for public use as long as they are needed for that purpose. Except in the case of fee owned rights of way, should the public's rights be abandoned or vacated, they revert back to the underlying property owner.

Attachment 1 is a spreadsheet containing each parcel owned by the City that contains information like the size of the parcel, its current use and zoning designation, and the Building Insurable Value (BIV) of any structures maintained by the City on the site. Each parcel is given a number ranging from zero (0) to four (4) that indicates its possible development potential. These categories are defined as follows:

Prepared By: EV/AS

Dept Review: AS

City Manager Review: YK

City Attorney Review: RWS

0. Questions persist about the property; development potential is unknown or future development is already planned.
1. The property almost certainly does not have development potential.
2. The property likely does not have much development potential.
3. The property may potentially have development potential.
4. The property definitely has some development potential.

A majority of the parcels owned by the City do not have significant development potential. Reasons for this include the size or shape of the parcel, or its current use and value to the community.

CONCLUSION

Owning a large portfolio of real estate presents many opportunities, including financial benefits and leverage over development. To optimize the City's real estate assets, the City must take a strategic approach that takes political and economic factors into consideration. Ultimately, the City Council could consider the potential development, sale, lease, or simply maintain the status quo. The included attachments with recommended categories are meant to serve as a tool to help the Council in its consideration of the future of City owned properties. Staff recommend Council focus on properties under Category 3 and 4. This discussion is expected to continue in the months to come. It is also recommended that Council direct advisory committees to assist this evaluation of City owned properties.

ATTACHMENTS

1. City-Owned Property Inventory Spreadsheet
2. Map of City-Owned Property
3. List of City-Owned Properties with Identifiers

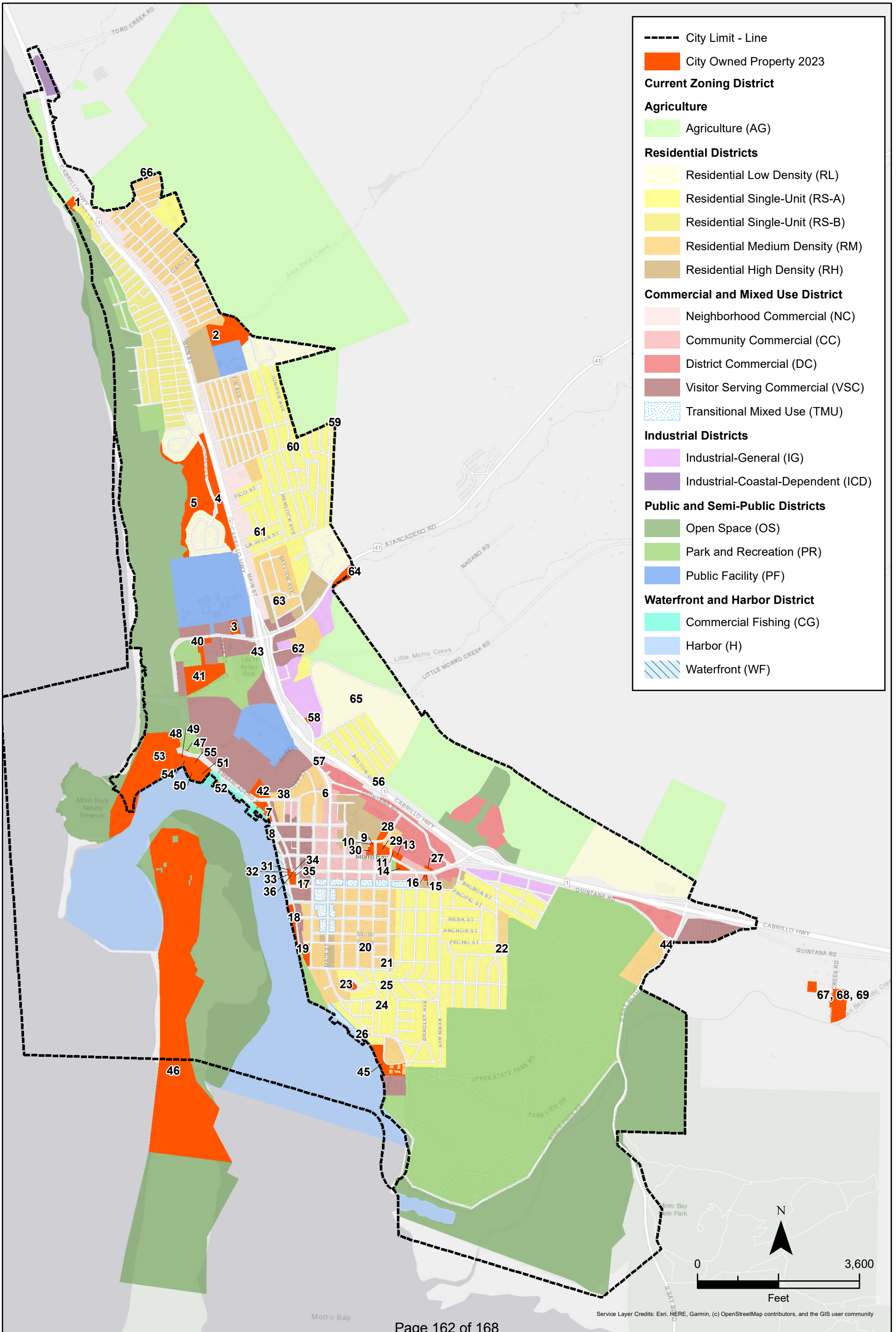
DEV VALUE	VALUE DEFINITION	OBJECT ID	APN	PROPERTY ADDRESS	MAP LABEL	CURRENT ZONING	BUILDING INSURABLE VALUE	OWNER NAME	ACRES	LAND SF	
1	Definitely Not Developable	1772	065-082-020	3500 TORO LN	1	PARKING / ACCESS TO NORTH POINT NATURAL AREA	OS	\$203,000	MORRO BAY CITY OF	1.05	45901.04
1	Definitely Not Developable	438	065-149-026	3060 IRONWOOD AVE	2	DEL MAR PARK	PR	\$117,000	MORRO BAY CITY OF	9.82	427737
1	Definitely Not Developable	2119	065-386-005	HIGHWAY 1 / CORAL AVE	4	EAST PORTION OF CLOISTERS OPEN SPACE / LIFT STATION 1	PR	\$409,000	MORRO BAY CITY OF	8.29	361010.03
1	Definitely Not Developable	2826	065-386-016	HIGHWAY 1 / CORAL AVE	5	WEST PORTION OF CLOISTERS OPEN SPACE	PR		MORRO BAY CITY OF	19.87	865421.32
1	Definitely Not Developable	1	066-025-001	SURF + MAIN STREET	6	LANDSCAPE BUFFER	CC		MORRO BAY CITY OF	0.01	242.71
1	Definitely Not Developable	3488	066-031-001	FRONT AVE	7	VARIOUS PARKING LOTS AND PART OF EMBARCADERO RD	VSC		MORRO BAY CITY OF	1.16	50363.76
1	Definitely Not Developable	1875	066-033-003	1001 EMBARCADERO / FRONT	8	PATIO SEATING AND BOAT DOCKS (NEAR GIOVANNI'S)	WF		MORRO BAY CITY OF	0.381	16608.318
1	Definitely Not Developable	3651	066-071-034	HARBOR ST	11	PART OF MAIN FIRE STATION	PF		MORRO BAY CITY OF	0.06	2751.65
1	Definitely Not Developable	1740	066-071-035	715 HARBOR ST	13	MAIN FIRE STATION	PF	\$6,058,000	MORRO BAY FIRE DISTRICT	0.67	29244.05
1	Definitely Not Developable	4578	066-074-001	734 HARBOR ST	14	MORRO BAY CITY PARK	PR	\$98,000	MORRO BAY CITY OF	0.77	33383.64
1	Definitely Not Developable	2146	066-075-007	870 MORRO BAY BLVD	15	POLICE STATION (BIV SAME AS 850 MB BLVD)	PF		MORRO BAY CITY OF	0.09	3884.97
1	Definitely Not Developable	3730	066-075-021	850 MORRO BAY BLVD	16	POLICE STATION	PF	\$1,452,000	MORRO BAY CITY OF	0.16	7120.89
1	Definitely Not Developable	2083	066-172-002	429 MORRO AVE	19	FRANKLIN RILEY PARK	OS		MORRO BAY CITY OF	1.61	70056.98
1	Definitely Not Developable	4638	066-187-006	ADJACENT TO 451 PINEY WAY	21	PARKING FOR ADJACENT APARTMENT BUILDING	RM		MORRO BAY CITY OF	0.05	2060.99
1	Definitely Not Developable	2576	066-207-008	490 KINGS AVE	22	KINGS TANK ACCESS / INFORMAL PARKING	RM	\$2,941,500	MORRO BAY CITY OF	0.3	13264.41
1	Definitely Not Developable	1533	066-221-001	CERRITO PL	23	EAGLE ROCK / CERRITO PEAK	OS		MORRO BAY CITY OF	1.05	45916.69
1	Definitely Not Developable	4469	066-225-027	ADJACENT TO 315 PINEY LANE	24	STORM DRAIN	RS-A		MORRO BAY CITY OF	0.06	2498.97
1	Definitely Not Developable	1006	066-225-028	ADJACENT TO 351 PINEY LANE	25	UTILIZED BY 351 PINEY LANE'S DRIVEWAY / UTILITY CABINET	RS-A		MORRO BAY CITY OF	0.03	1435.86
1	Definitely Not Developable	205	066-251-014	MAIN ST	26	SANDPIPER COURT (ROAD)	RS-A / WF		MORRO BAY CITY OF	0.1	4407.16
1	Definitely Not Developable	466	066-280-018	875 MORRO BAY BLVD	27	POLICE STORAGE	DC	\$134,000	MORRO BAY CITY OF	0.31	13298.65
1	Definitely Not Developable	997	066-280-023	1001 KENNEDY WAY	28	COMMUNITY CENTER	PF	\$4,660,000	MORRO BAY CITY OF	1.43	62222.18
1	Definitely Not Developable	4033	066-280-024	625 HARBOR ST	29	LIBRARY & VISITORS CENTER	PF	\$1,677,500	MORRO BAY CITY OF	1.5	65190.7
1	Definitely Not Developable	2525	066-332-008	HIGHWAY 1	43	UTILITIES, ADJACENT TO MOTEL 6	VSC		MORRO BAY CITY OF	0.15	6352.3
1	Definitely Not Developable	3463	066-391-010	181 BAYSHORE DR	45	BAYSHORE BLUFFS PARK AND RESTROOMS	RM	\$223,000	MORRO BAY CITY OF	4.07	177189.43
1	Definitely Not Developable	2293	066-401-001	SANDSPIT	46	SANDSPIT	OS		MORRO BAY CITY OF	161.27	7024948.65
1	Definitely Not Developable	149	066-461-003	EMBARCADERO RD	47	UNIQUELY SHAPED PARCEL ADJACENT TO EMBARCADERO BIKE PATH	PR		MORRO BAY CITY OF	0.04	1733.86
1	Definitely Not Developable	149	066-461-004	EMBARCADERO RD	48	UNIQUELY SHAPED PARCEL ADJACENT TO EMBARCADERO BIKE PATH	OS		MORRO BAY CITY OF	1.21	52763.4
1	Definitely Not Developable	149	066-461-005	EMBARCADERO RD	49	PARCEL NEAR COLEMAN BEACH	CF		MORRO BAY CITY OF	0.37	15959.2
1	Definitely Not Developable	149	066-461-007	EMBARCADERO RD	50	PARCEL CONTAINS PART OF COLEMAN BEACH	CF		MORRO BAY CITY OF	1.8	78204.3
1	Definitely Not Developable	149	066-461-008	EMBARCADERO RD	51	PARCEL CONTAINS PART OF COLEMAN BEACH	CF		MORRO BAY CITY OF	2.21	96137.4
1	Definitely Not Developable	149	066-461-009	EMBARCADERO RD	52	NORTH T PIER	CF		MORRO BAY CITY OF	0.41	17846.7
1	Definitely Not Developable	581	066-461-011	1 COLEMAN DR	53	ROCK PARKING LOT, RESTROOM	OS / NONE	\$71,000	MORRO BAY CITY OF	94.11	4099296.67
1	Definitely Not Developable	149	066-461-012	101 COLEMAN DR	54	PART OF COLEMAN PARK	CF		MORRO BAY CITY OF	0.31	13545.9
1	Definitely Not Developable	149	066-461-013	EMBARCADERO RD	55	EMBARCADERO PARKING LOT	CF / NONE		MORRO BAY CITY OF	1.35	58890.6
1	Definitely Not Developable	947	068-258-010	678 ELENA ST	60	WATER TANKS	RS-A	\$408,500	MORRO DEL MAR COUNTY WATER DISTRICT	0.07	2849.78
1	Definitely Not Developable	3323	068-371-002	HWY 41	64	LITTLE MORRO CREEK / ESHA	IG		MORRO BAY CITY OF	2.49	108341.8
1	Definitely Not Developable	2847	068-401-002	LITTLE MORRO CREEK RD	65	UNKNOWN USE - UTILITY?	RL		MORRO BAY CITY OF	0.08	3545.71
1	Definitely Not Developable	1840	073-075-001	561 BLANCA ST	66	WATER TANKS	N/A	\$1,249,000	MORRO BAY CITY OF	0.25	11054.02
1	Definitely Not Developable			CITY WELLS OUTSIDE OF LIMITS	67, 68, 69	CITY WELLS					
2	Likely Not Developable	2542	066-065-003	985 SHASTA AVE	9	BOCCE BALL COURTS	CC		MORRO BAY CITY OF	0.09	4053.49
2	Likely Not Developable	394	066-184-001	SOUTH ST / 470 SHASTA AVE	20	MONTY YOUNG PARK	RM	\$41,500	MORRO BAY CITY OF	0.7	30532.68
2	Likely Not Developable	2197	066-280-025	595 HARBOR ST	30	CITY HALL (APN INCLUDES COMMUNITY DEVELOPMENT AND ANNEX, VALUATION IS ALL 3)	PF	\$2,277,500	MORRO BAY CITY OF	0.64	28082.89
2	Likely Not Developable	1137	066-321-008	EMBARCADERO RD	32	CENTENNIAL PARK RESTROOM	VSC	\$237,500	MORRO BAY CITY OF	0.07	3166.85
2	Likely Not Developable	5259	066-331-019	209 SURF ST	38	VETERANS HALL	PF	\$1,136,000	MORRO BAY CITY OF	0.71	30978.14
2	Likely Not Developable	1379	066-331-032	170 ATASCADERO RD	40	CORP YARD (1281 EMBARCADERO RD)	PR	\$997,800	MORRO BAY CITY OF	1.99	86476.5
2	Likely Not Developable	1822	066-371-004	SOUTH BAY BLVD / QUINTANA RD	44	REMNANT / VACANT ISLAND / LANDSCAPE BUFFER	RM		MORRO BAY CITY OF	0.24	10499.95
2	Likely Not Developable	4301	068-168-022	1350 MAIN ST	57	UTILITIES	DC		MORRO BAY CITY OF	0.24	10511.09
2	Likely Not Developable	4106	068-183-021	301 LITTLE MORRO CREEK RD	58	BIKE PARK	IG		MORRO BAY CITY OF	0.64	27933.65
2	Likely Not Developable	534	068-251-001	2696 NUTMEG AVE	59	NUTMEG WATER TANK ACCESS	RS-A	\$365,000	MORRO BAY CITY OF	0.13	5597.25
2	Likely Not Developable	4747	068-262-042	460 BONITA ST	61	FIRE STATION	RS-A	\$620,000	MORRO DEL MAR FIRE DISTRICT	0.16	6967.57
2	Likely Not Developable	1259	068-291-010	490 ERROL ST	62	ABANDONED WELL SITE ADJACENT TO FUTURE PRIVATE RV PARK	VSC		MORRO DEL MAR COUNTY WATER DISTRICT	0.07	2853.51
2	Likely Not Developable	3557	068-321-012	SUNSET CT	63	CENTER OF CUL DE SAC LANDSCAPE	RM		MORRO BAY CITY OF	0.05	2337.16
3	May Be Developable	5695	066-137-001	595, 591, 575, 571, 561, 551, 541, 501, 495, 471, 451 EMBARCADERO	18	EMBARCADERO LEASE SITES	WF		MORRO BAY CITY OF	2.2691	92939.1
3	May Be Developable	2184	066-321-025	MARKET AVE (*EMBARCADERO RD*)	33	PARKING LOT ENTRANCE (714 EMBARCADERO)	VSC		MORRO BAY CITY OF	0.05	2278.33
3	May Be Developable	2597	066-331-041	1200 EMBARCADERO RD	42	MARITIME MUSEUM, BOAT STORAGE	PF		MORRO BAY CITY OF	2.33	101511.15
4	Definitely Developable	1818	065-182-005	231 ATASCADERO RD	3	TEEN CENTER, CURRENTLY VACANT	VSC	\$1,352,500	MORRO BAY CITY OF	1.42	61839.29

4	Definitely Developable	533	066-065-012	570 DUNES ST	10	RESIDENTIAL RENTAL (SFR)	CC	\$243,500	MORRO BAY CITY OF	0.09	4071.47
4	Definitely Developable	1684	066-112-007	PACIFIC ST	17	PARKING LOT	VSC		MORRO BAY CITY OF	0.33	14341.56
4	Definitely Developable	2061	066-321-007	806 EMBARCADERO RD	31	CHESS BOARD (BIV INCLUDES CENTENNIAL STAIRWAY)	VSC	\$165,000	MORRO BAY CITY OF	0.13	5811.7
4	Definitely Developable	2676	066-321-026	714 EMBARCADERO RD	34	RESIDENTIAL (RED BUILDING), MAINTENANCE SHOP	VSC	\$218,000	MORRO BAY CITY OF	0.06	2498.9
4	Definitely Developable	4223	066-321-027	781 MARKET AVE	35	UNDER LEASE; VARIOUS RETAIL AND WELLNESS (BIV INCLUDES EMB. PARKING LOT)	VSC	\$2,256,500	MORRO BAY CITY OF	0.3	13034.98
4	Definitely Developable	769	066-321-028	781 MARKET AVE (*EMBARCADERO RD*)	36	PARKING LOT (VALUATION INCLUDED IN 066-321-027)	VSC		MORRO BAY CITY OF	0.58	25468.3
4	Definitely Developable	56	066-331-038	1700 EMBARCADERO RD	41	DUNES, RV PARK, OPEN SPACE	VSC		MORRO BAY CITY OF	9.37	408295.6
4	Definitely Developable	225	068-159-016	460 DOWNING ST	56	VACANT RESIDENTIAL	RS-A		MORRO BAY CITY OF	0.17	7351.64
TOTAL											341.7901

LEGEND & NOTES		
Color/Rank	Category	Totals
0	Questions Remaining	11
1	Definitely Not Developable	31
2	Probably Not Developable	29
3	Potentially Developable	10
4	Definitely Developable	11
At least 2 parcels identified in 2015 inventory have been sold by the City		
Current use and zoning of parcels on this inventory are updated as of 2/5/2025		
6 of the parcels on this list are not solely owned by CMB		
As of 2015, the City owned approx. 215 acres of real property across 73 parcels.		
As of February 2025, the City owns approximately 386.5 acres of real property across 92 parcels (calculated from the sum of Column L).		
The GIS table did not include Lift Station 2 at 1196 Front Street. This has a BIV of \$662,000.		
It also did not include Lift Station 3 at 1401 Quintana Road, with a BIV of \$610,000.		
The GIS table does not contain the Harbor Dept office building, with a BIV of \$230,500.		



City of Morro Bay City Owned Properties



W:\GIS\CityofMorroBay\Planning\Projects\Property\B-CityOwnedProperty-2023.mxd

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

APN	Address (APN)	Map Label	Property
065-082-020	TORO LN (065-082-020)	1	North Point Natural Area
065-149-026	3060 IRONWOOD AVE (065-149-026)	2	Del Mar Park
065-182-005	231 ATASCADERO RD (065-182-005)	3	Land
065-386-005	HIGHWAY 1 (065-386-005)	4	Cloisters - Vacant Strip
065-386-016	HIGHWAY 1 (065-386-016)	5	Cloisters Park
066-025-001	MAIN ST (066-025-001)	6	Road
066-031-001	FRONT AVE (066-031-001)	7	Parking
066-033-003	1001 EMBARCADERO RD (066-033-003)	8	Anchor Memorial Park
066-065-003	985 SHASTA AVE (066-065-003)	9	Shasta Ave Pocket Park
066-065-012	570 DUNES ST (066-065-012)	10	570 Dunes St
066-071-034	HARBOR ST (066-071-034)	11	Fire Station
066-071-035	715 HARBOR ST (066-071-035)	13	Fire Station
066-074-001	734 HARBOR ST (066-074-001)	14	City Park
066-075-007	870 MORRO BAY BLVD (066-075-007)	15	Police Station
066-075-021	850 MORRO BAY BLVD (066-075-021)	16	Police Station
066-112-007	PACIFIC ST (066-112-007)	17	Parking
066-137-001	501 EMBARCADERO RD (066-137-001)	18	Embarcadero Lease Site
066-172-002	429 MORRO AVE (066-172-002)	19	Franklin Riley Park
066-184-001	SOUTH ST (066-184-001)	20	Monte Young Park
066-187-006	066-187-006	21	Vacant Land
066-207-008	490 KINGS AVE (066-207-008)	22	Kings Tanks
066-221-001	CERRITO PL (066-221-001)	23	Cerrito Peak
066-225-027	066-225-027	24	Land
066-225-028	PINEY LN (066-225-028)	25	Vacant Land
066-251-014	MAIN ST (066-251-014)	26	Vacant Land
066-280-018	901 MORRO BAY BLVD (066-280-018)	27	Police Station Storage
066-280-023	1001 KENNEDY WAY (066-280-023)	28	Community Center
066-280-024	625 HARBOR ST (066-280-024)	29	Library and Visitors Center
066-280-025	595 HARBOR ST (066-280-025)	30	City Hall/City Hall Annex
066-321-007	806 EMBARCADERO RD (066-321-007)	31	Centennial Park
066-321-008	EMBARCADERO RD (066-321-008)	32	Centennial Park
066-321-025	MARKET AVE (066-321-025)	33	Lease Site
066-321-026	714 EMBARCADERO RD (066-321-026)	34	Centennial Park Stairs
066-321-027	781 MARKET AVE (066-321-027)	35	Lease Site
066-321-028	781 MARKET AVE (066-321-028)	36	Parking
066-331-019	209 SURF ST (066-331-019)	38	Veterans Building
066-331-032	170 ATASCADERO RD (066-331-032)	40	Corp Yard/WWTP
066-331-038	1700 EMBARCADERO RD (066-331-038)	41	Corp Yard/WWTP
066-331-041	1200 EMBARCADERO RD (066-331-041)	42	Triangle Lot
066-332-008	HIGHWAY 1 (066-332-008)	43	Well Site
066-371-004	SOUTH BAY BLVD (066-371-004)	44	Lift Station #3
066-391-010	BAYSHORE DR (066-391-010)	45	Bayshore Bluffs Park
066-401-001	066-401-001	46	Sand Spit
066-461-003	EMBARCADERO RD (066-461-003)	47	Land
066-461-004	EMBARCADERO RD (066-461-004)	48	Land
066-461-005	EMBARCADERO RD (066-461-005)	49	Land

066-461-007	EMBARCADERO RD (066-461-007)	50	Embarcadero Lease Site
066-461-008	EMBARCADERO RD (066-461-008)	51	Embarcadero Lease Site
066-461-009	T PIER (066-461-009)	52	North T Pier
066-461-011	1 COLEMAN DR (066-461-011)	53	Morro Rock
066-461-012	EMBARCADERO RD (066-461-012)	54	Coleman Park
066-461-013	EMBARCADERO RD (066-461-013)	55	Embarcadero Parking Lot
068-159-016	460 DOWNING ST (068-159-016)	56	Lot
068-168-022	1350 MAIN ST (068-168-022)	57	Lot
068-183-021	LITTLE MORRO CREEK RD (068-183-021)	58	Vacant Land
068-251-001	2696 NUTMEG AVE (068-251-001)	59	Nutmeg Tank
068-258-010	678 ELENA ST (068-258-010)	60	Elena Tank
068-262-042	460 BONITA ST (068-262-042)	61	Fire Station
068-291-010	490 ERROL ST (068-291-010)	62	Errol Street Pump House
068-321-012	SUNSET CT (068-321-012)	63	Sunset Court
068-371-002	HWY 41 (068-371-002)	64	Highway 41 Open Space
068-401-002	LITTLE MORRO CREEK RD (068-401-002)	65	Unknown
073-075-001	561 BLANCA ST (073-075-001)	66	Blanca Tank
		67, 68, 69	City Wells

- Law firms may have access to more specialized training than in-house attorneys.
- If a designated City Attorney is not available, a law firm may be able to substitute with another qualified attorney.
- Law firms can change personnel upon request by the City.
- The City has no responsibility for human resource and payroll functions.
- Law firms have immediate access to additional staff resources in the event of a crisis.
- No additional PERS costs.
- Ease of terminating levels of service without severance payment obligations or layoffs.
- No management of office space, utilities, technical support for electronic devices.

Contract City Attorney Disadvantages:

- City Attorney is not located in city facilities and, therefore, less accessible.
- City Attorney is not always available in person or onsite.
- City Attorney is not as familiar with the intricacies of the City's day-to-day operations.
- City Attorney is not readily available to participate in early “drop-in” discussions regarding a matter that may later become a legal matter.
- City Attorney is not proactive as they are not present in meetings.
- The direct cost per hour will be higher than that of in-house attorneys.
- Law firm determines attorneys assigned to assist the designated City Attorney.
- The City Attorney is accountable to the law firm and the City.

In-House City Attorney Advantages:

- City Attorney is available to attend meetings and provide prompt responses to issues as they arise.
- City Attorney has office space and is on-site.
- The City Attorney is available to participate in early “drop-in” discussions regarding matters that may later become legal issues.
- City Attorney can be an active member of the executive team.
- City Attorney will have more significant ties to the community.
- City Attorney has a greater likelihood of preserving institutional knowledge even if there are staffing changes.
- City Attorney can perform risk management functions.
- City Attorney costs are controlled by budgeted staff levels.
- City Attorney can manage and control special counsel.
- City Attorney is accountable to the City/ City Council only.

In-House City Attorney Disadvantages:

- Expertise may be limited.
- Personnel costs, including vacations and leaves, are incurred regardless of workload.
- Attorney training may be limited by the availability of City resources.
- Limitations on the volume of work that can be handled at any one time.
- The City must address in-house City Attorney Office personnel matters.
- Increase in PERS costs from having an additional employee(s).
- The City must provide adequate office space.

Monetary Analysis – In House

If the City were to return to an in-house City Attorney and Legal Assistant model, it would incur an

annual cost of approximately \$400,000 to \$420,000 in salary and benefits. One full-time in-house attorney would presumably receive a salary in the range equivalent to that of the City Manager, which is \$201,946 to \$222,911. As a rule of thumb, the fully loaded benefits, including PERS, life insurance, medical, and unemployment, are approximately 50% of the salary cost (i.e., \$100,973- \$111,455). The salary range for the Legal Assistant position is likely to be the same as that of the Executive Assistant, which is \$71,427 to \$86,819. With fully loaded benefits, this would cost the City approximately \$100,000 to \$120,000 per year.

Non-personnel costs for a City Attorney's Office include mandatory State Bar dues, professional memberships, mandatory continuing legal education, office supplies, subscriptions, conference, and travel expenses, automated legal research (such as Westlaw or Lexis), computers, and other similar expenses for a legal office. This non-personnel cost is approximately \$15,000 to \$25,000 per year. In addition, transitioning to in-house City Attorney services would also involve certain startup costs, such as recruitment, the one-time purchase of equipment and furniture, as well as other initial expenses. Another key consideration in this matter is whether the City can physically provide adequate office space, as a full-time city attorney would require a permanent office. Although the exact amount is unknown, the City should consider a one-time cost of \$25,000 to \$50,000.

A budget for an in-house City Attorney Office would also include contract costs for specialized outside counsel. The need for and cost of outside counsel would depend upon the expertise of the in-house City Attorney and the nature of any specialized legal issues that may arise. The data from other cities is not very revealing or relevant to determining the average amount of outside counsel costs among cities. Although all cities use some outside counsel, the budgeted costs for outside counsel are typically combined with budgets for third-party administrators, claims costs, and other departmental costs, and these amounts vary widely from City to City. Depending on the type and nature of specialized services, outside legal counsel's hourly rates for public agency services can range from \$225 to \$400 per hour. Based on the experience of the Interim City Attorney, an estimated annual budget of \$100,000 to \$150,000 would be required.

Based on the analysis, an estimated budget for an in-house City Attorney would be approximately \$550,000 to \$700,000.

Monetary Analysis- Contract Attorney

An outsourced city attorney or firm is an independent contractor, which means that the attorney or firm and the city enter into a professional services agreement. This agreement generally provides that the City Attorney will provide services, as defined in the agreement, for a specified retainer and hourly rate.

The following table depicts information obtained in response to a Request for Information. The purpose of benchmarking comparable jurisdictions is to provide information on whether the amount the City has been paying is reasonable in relation to other jurisdictions.

City	FY 22/23	FY 23/24
Morro Bay	\$794,195	\$995,470
Pismo Beach	\$643,335	\$1,819,440
Atascadero	\$279,029	\$216,106
Solvang	\$431,925	\$827,758
Grover Beach	\$437,642	\$388,081
Arroyo Grande	\$166,002	\$539,177
Paso Robles	\$1,049,357	\$945,456
Goleta	\$662,565	\$925,853

Carmel	\$365,326	\$388,646
Pacific Grove	\$476,134	\$755,784
Capitola	\$372,190	\$506,544
Marina	\$476,898	\$299,062
Carpinteria	\$971,802	\$901,083
Hueneme	\$264,740	\$229,705
Half Moon Bay	\$992,776	\$1,272,325

It is the Interim City Attorney's opinion, based on a review of the previous attorney's invoices for the past two years and the amounts paid by other jurisdictions, that the previous attorneys failed to provide efficient legal services and representation. A significant factor contributing to the overly high fees is the use of multiple attorneys for meetings and legal matters. The previous attorney firm averaged 360 hours per month, with as many as nine attorneys billing for legal services on a single personnel matter. The Interim City Attorney considered the time commitment required for legal services and determined that 40 hours a week would be sufficient to provide a full range of legal services. This is based on the experience of the last few months, during which the average amount of time required from the Interim City Attorney has been approximately 130 hours per month.

A significant factor contributing to the overly high fees was the overutilization or mis-utilization of the City Attorney's Office. As a contract provider paid by the hour, it is often deceptively easy to "over-serve". The City asks, and the attorney provides, and provides it quickly. The cycle repeats itself. However, City Attorneys need to ask whether their office should do all such tasks or whether there is a more economical means of completing them. There was a lot of billing that City staff was capable of doing, that was being sent to the contract attorneys.

If the Council decides to continue outsourcing city attorney services, the City should develop policies and procedures to manage legal expenses. One solution would be the creation of a two-member Council Ad-Hoc committee that would meet regularly with the City Attorney, City Manager, and Finance Director to discuss pending and anticipated work, progress in implementing cost control measures, and meeting budget milestones. Another solution for budget reduction measures would be to use "focused utilization." This would require legal expenses to be classified as "critical functions" (litigation, significant transactions, and general counsel advice), "valuable functions" (critical but beneficial), and "supplemental functions" (work that could be performed by City staff but was not).

CONCLUSION

Both in-house and outsourced contract city attorneys offer distinct benefits and drawbacks. The choice between them should be guided by the city's specific needs, budgetary constraints, and the complexity of its legal matters. An optimal approach might involve a hybrid model that combines the strengths of both in-house and outside legal counsel to provide comprehensive and cost-effective legal support.

Should the City Council direct to proceed with hiring an in-house city attorney, staff will bring forward a job description and pay scale to reinstate the City Attorney position and seek authorization to proceed with recruitment at the next meeting. The recruitment process typically takes 6-12 weeks. Staff will begin to identify office spaces and begin to implement necessary changes once an employment contract is entered. Due to time constraints, staff will prepare the FY 25-26 Budget based on the current contract model and will adjust budget details and set up accounting details once the recruitment is complete.

Should City Council direct to continue the contract model, an RFP should be issued. The selection process takes 5 - 8 weeks.

ATTACHMENT(S)

None