



City Council
AGENDA

Tuesday, April 2, 2024, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

The City Council holds in-person meetings. Zoom participation will not be supported at this time. Council meetings may be viewed remotely on Channel 20, the City's [YouTube Channel](#), and on the City's website under the [Public Meeting Agendas](#) web page.

INSTRUCTIONS FOR PUBLIC COMMENT:

Public Comment prior to the meeting (must be received 3 hours in advance of the meeting):

Mail - Delivered by the U.S. Postal Service. Address letters to the City Clerk's Office at 990 Palm Street, San Luis Obispo, California, 93401.

Email - Submit Public Comments via email to emailcouncil@slocity.org. In the body of your email, please include the date of the meeting and the item number (if applicable). Emails *will not* be read aloud during the meeting.

Voicemail - Call (805) 781-7164 and leave a voicemail. Please state and spell your name, the agenda item number you are calling about, and leave your comment. Verbal comments must be limited to 3 minutes. Voicemails *will not* be played during the meeting.

**All correspondence will be archived and distributed to councilmembers, however, submissions received after the deadline may not be processed until the following day.*

Public Comment during the meeting:

Meetings are held in-person. To provide public comment during the meeting, you must be present at the meeting location.

Electronic Visual Aid Presentation. To conform with the City's Network Access and Use Policy, Chapter 1.3.8 of the [Council Policies & Procedures Manual](#), members of the public who desire to utilize electronic visual aids to supplement their oral presentation are encouraged to provide display-ready material to the City Clerk by 12:00 p.m. on the day of the meeting. Contact the City Clerk's Office at cityclerk@slocity.org or (805) 781-7114.

**1. ANNUAL ADVISORY BODY RECOGNITION (Estimated Time: 60 minutes):
STARTS AT 4:30 PM**

Beginning at 4:30 p.m., the Mayor and City Council will recognize Advisory Body members for their service to the City of San Luis Obispo.

2. REGULAR MEETING CALL TO ORDER: STARTS AT 5:30 PM

Mayor Erica A. Stewart will call the Regular Meeting of the San Luis Obispo City Council to order at 5:30 p.m.

3. PLEDGE OF ALLEGIANCE

Council Member Emily Francis will lead the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a VOLUNTEER APPRECIATION MONTH PROCLAMATION

Mayor Stewart will present a proclamation declaring the month of April as "Volunteer Appreciation Month".

4.b MONTH OF THE CHILD PROCLAMATION

Mayor Stewart will present a proclamation declaring the month of April as "Month of the Child".

4.c CITY MANAGER REPORT

Receive a brief report from City Manager Derek Johnson.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Not to exceed 15 minutes. The Council welcomes your input. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). Staff may be asked to follow up on such items.

6. CONSENT AGENDA

Not to exceed 15 minutes. Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon at one time. A member of the public may request the Council to pull an item for discussion. Pulled items shall be heard at the close of the Consent Agenda unless a majority of the Council chooses another time. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

Recommendation:

To approve Consent Calendar Items 6a to 6o.

6.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - MARCH 19, 2024 COUNCIL MINUTES

13

Recommendation:

Approve the minutes of the City Council meeting held on March 19, 2024.

6.c APPROVE BIENNIAL CONSUMER PRICE INDEX INCREASES TO COUNCIL, PLANNING COMMISSION, AND ARCHITECTURAL REVIEW COMMISSION SALARIES

19

Recommendation:

Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, setting new salaries for the Mayor, Council Members, Planning Commissioners, and Architectural Review Commissioners," effective the first pay period in January 2025.

6.d **AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL DEVELOPMENT REVIEW SUPPORT**

25

Recommendation:

1. Approve the draft Request for Qualifications (RFQ) to provide on-call development review services (Specification No. 2024-4006-01); and,
2. Authorize the City Manager to execute agreements with selected consulting firms; and,
3. Authorize the Finance Director to execute and amend Purchase Orders for individual consultant services contract in an amount not-to-exceed the authorized project budget; and,
4. Authorize the Community Development Director to amend or extend the agreements for services in accordance with its term and within the available annual budget.

6.e **APPOINTED OFFICIAL COMPENSATION**

63

Recommendation:

1. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, amending a Contract of Employment for City Attorney,” approving an amendment to the City Attorney’s employment contract; and
2. Authorize the Mayor to execute the amended contract of employment with the City Attorney adjusting her salary.

Recommendation:

1. As recommended by Mayor Stewart and Council Member Shoresman, adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, establishing a City Legislative Action Platform for 2024 and appointing the Council Member and Staff to act as a liaison between the City of San Luis Obispo and the League of California Cities”; and
2. Appoint the Mayor, City Manager, and the City Attorney to act as the primary legislative liaisons between the League of California Cities and the City of San Luis Obispo.

6.g FISCAL YEAR 2023-2024 SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY TECHNICAL ASSISTANCE GRANT APPLICATION

Recommendation:

1. Authorize the Utilities Department to apply for the Fiscal Year 2023-2024 Integrated Waste Management Authority Technical Assistance Grant in the amount of \$10,000;
2. If the grant is awarded, authorize the Utilities Director, or their designee, to execute necessary grant documents and direct the appropriation of monies to the accounts required to administer the grant.

6.h **PURCHASE OFFER FOR PERMANENT EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT FROM COUNTY OF
SAN LUIS OBISPO FOR BOB JONES PATHWAY PROJECT**

185

Recommendation:

Pursuant to an offer package received from the County of San Luis Obispo for its Bob Jones Pathway Project:

1. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the sale of a Perpetual Easement and a Temporary Construction Easement for the County of San Luis Obispo’s Bob Jones Pathway Project that will encumber portions of property owned by the City of San Luis Obispo identified as Assessor’s Parcel Numbers 076-061-075, 076-061-078, and 076-121-018 commonly known as the Filipponi Ecological Reserve”; and
2. Authorize the Mayor to sign the document entitled, “Perpetual Easement Agreement (And Temporary Construction Easement) Bob Jones Pathway”; and
3. Direct staff to receive and reserve the funds for future open space uses in accordance with General Plan policy.

6.i **AUTHORIZATION TO APPLY FOR REGIONAL CRASH RESPONSE
AND EXTRICATION IMPROVEMENT GRANT PROGRAM THROUGH
CALIFORNIA’S OFFICE OF TRAFFIC SAFETY GRANT PROGRAM**

255

Recommendation:

1. Authorize the Fire Department to apply for funding under California’s Office of Traffic Safety grant program to purchase modern extrication equipment; and
2. Authorize the City Manager, or Fire Chief as their designee, to execute the grant documents and approve the budget changes necessary to appropriate the grant amount upon notification that the grant has been awarded.

6.j AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL SOLID WASTE AND RECYCLING CONSULTANT SERVICES

259

Recommendation:

1. Approve the Request for Qualifications (RFQ) for on-call solid waste and recycling consultant services; and
2. Authorize the Utilities Director to execute professional service agreements with the selected consultants to create a 2024-2029 on-call list; and
3. Authorize the Finance Director to execute and amend purchase orders for individual professional service agreements in an amount not-to-exceed the authorized project budget.

6.k AUTHORIZATION TO ADVERTISE THE LAGUNA LAKE DOG PARK REVITALIZATION PROJECT, SPECIFICATION NO. 2001068

285

Recommendation:

1. Approve the project plans and special provisions for the Laguna Lake Dog Park Revitalization, Specification 2001068; and,
2. Authorize staff to advertise for bids; and,
3. Authorize the City Manager to award the Construction Contract pursuant to Section 3.24.190 of the Municipal Code, including the Base Bid and Additive Alternates, if the lowest responsible bid is within the Publicly Disclosed funding amount of \$1,130,000; and
4. Authorize the City Engineer to approve Contract Change Orders up to the available project budget; and,
5. Authorize the following appropriations and transfers:
 - a. Transfer \$800,000 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Improvements account (2000057) to the project account (2001068); and,

- b. Appropriate \$239,290 Park Improvement Funds from the Unreserved Fund Balance to the project account (2001068); and,
- c. Transfer \$329,393 from account 2000526 (from two funding sources identified below) to the project account (2001068); and,
 - i. \$279,393 Capital Outlay Funds
 - ii. \$50,000 Parkland In-Lieu (Quimby) Funds
- 6. Unappropriate \$1,478,195 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Park Improvements project account (2000057) that will be received upon final certificate of occupancy of the multi-family units for San Luis Ranch; and,
- 7. Authorize the Finance Director to return any unspent appropriated or transferred funding to its original account or fund, as identified in Recommendation #5; and,
- 8. Approve a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, authorizing use of Park Improvement Funds, Parkland In-Lieu (Quimby) Funds And Capital Outlay Funds to support the Laguna Lake Dog Park Revitalization Project, Specification Number 2001068.”

6.I AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR THE MARGARITA AREA SPECIFIC PLAN AMENDMENT

413

Recommendation:

- 1. Authorize the issuance of a Request for Proposals (RFP) for the Margarita Area Specific Plan Amendment; and
- 2. Authorize the City Manager to enter into a multi-year consultant services agreement if proposals are received within the available budget of \$300,000.

6.m AUTHORIZE FUNDING FOR EMERGENCY MAINTENANCE AT THE WATER RESOURCE RECOVERY FACILITY (WRRF)

453

Recommendation:

1. Approve a budget transfer of \$1,498,364 from the Sewer Fund Undesignated Capital Completed Projects Fund (602.9501.71501) to the WRRF Major Maintenance (2000607-10); and
2. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing use of Sewer Fund Undesignated Capital to Support WRRF Emergency Maintenance."

6.n AUTHORIZE APPLICATION FOR PROHOUSING INCENTIVE PROGRAM FUNDS

461

Recommendation:

Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing application to and participation in the state Prohousing Incentive Program," authorizing the City Manager, or Community Development Director as designee, to:

1. Submit a Prohousing Incentive Program Application to the California Department of Housing and Community Development; and
2. If the application is approved by HCD, execute all documents necessary or appropriate to participate in the Prohousing Incentive Program.

6.o INTERIM CITY MANAGER EMPLOYMENT AGREEMENT WITH ASSISTANT CITY MANAGER WHITNEY MCDONALD

473

Recommendation:

1. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving an Employment Agreement for Interim City Manager”; and
2. Adopt a Regular Salary Schedule as required by California Public Employees Retirement System (CalPERS).

7. PUBLIC HEARING AND BUSINESS ITEMS

7.a INTRODUCE AN ORDINANCE AMENDING TITLE 8 (SOLID WASTE), TITLE 12 (STORMWATER), TITLE 13 (WATER AND SEWER), AND TITLE 15 (PLUMBING CODE) OF THE MUNICIPAL CODE (Estimated Time: 60 minutes)

491

Recommendation:

Introduce a Draft Ordinance entitled, “An Ordinance of the City Council of San Luis Obispo, California, amending Title 8 (Solid Waste), Title 12 (Stormwater), Title 13 (Water and Sewer), and Title 15 (Plumbing Code) of the City of San Luis Obispo Municipal Code”

7.b INITIATION OF GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO CHANGE BUSINESS PARK ZONING TO SERVICE COMMERCIAL ZONING AND ALLOW MIXED-USE DEVELOPMENT AT 365 PRADO ROAD LOCATED WITHIN THE MARGARITA AREA SPECIFIC PLAN (Estimated Time: 45 minutes)

625

Recommendation:

Provide direction to staff on whether to proceed with processing the General Plan and Specific Plan amendments to change Business Park (BP) zoning to Service Commercial (C-S) zoning and allow mixed-use development at 365 Prado Road.

8. LIAISON REPORTS AND COMMUNICATIONS

Not to exceed 15 minutes. Council Members report on conferences or other City activities. At this time, any Council Member or the City Manager may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may provide a reference to staff or other resources for factual information, request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov. Code Sec. 54954.2)

9. ADJOURNMENT

The next Regular Meeting of the City Council will be held on April 16, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

LISTENING ASSISTIVE DEVICES for the hearing impaired - see the Clerk.

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7114 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

City Council meetings are televised live on Charter Channel 20 and the City's YouTube Channel: www.youtube.com/CityofSanLuisObispo. Agenda related writings or documents provided to the City Council are available for public inspection in the City Clerk's Office located at 990 Palm Street, San Luis Obispo, California during normal business hours, and on the City's website <https://www.slocity.org/government/mayor-and-city-council/agendas-and-minutes>. Persons with questions concerning any agenda item may call the City Clerk's Office at (805) 781-7114.



Council Minutes

March 19, 2024, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

Council Members Present: Council Member Emily Francis, Council Member Jan Marx, Council Member Michelle Shoresman, Vice Mayor Andy Pease

Council Members Absent: Mayor Erica A. Stewart

City Staff Present: Derek Johnson, City Manager, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CLOSED SESSION (4:30 PM START TIME)

1.a CALL TO ORDER

Council Member Michelle Shoresman called the Closed Session Meeting of the San Luis Obispo City Council to order at 4:30 p.m., with Mayor Stewart absent and Vice Mayor Pease attending virtually as noted on the agenda.

1.b PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

Public Comments:

None

---End of Public Comment---

1.c PUBLIC EMPLOYEE APPOINTMENT

1.c.1 CONFERENCE WITH LABOR NEGOTIATORS

Action: City Attorney Christine Dietrick stated the Council met in Closed Session on two matters, as noted on the agenda, one matter of public employee appointment regarding Interim City Manager and the other the recruitment of a permanent City Manager. The Council has directed staff to move forward with the appointment of our current Assistant City Manager, Whitney McDonald, to serve as Interim City Manager, upon motion by Council Member Marx, seconded by Council Member Francis, with a vote of 4 – 0, with Mayor Stewart absent. No further reportable

action on that manner was provided. Staff will bring forward a contract for adoption by the Council during open session, date to be determined.

The Council also met with labor negotiators regarding the recruitment of the Interim City Manager and permanent City Manager, further direction was given to the labor negotiator and there was no further reportable action on that item.

1.d ADJOURNMENT

2. CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on March 19, 2024 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Council Member Shoresman. Mayor Stewart was absent, and Vice Mayor Pease participated remotely from the address listed on the cover of the agenda.

3. PLEDGE OF ALLEGIANCE

Council Member Marx led the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a INTRODUCTION OF DOWNTOWN SLO CHIEF EXECUTIVE OFFICER, LEBREN HARRIS

Donna Lewis, President of Downtown SLO, introduced LeBren Harris, the new Chief Executive Officer for Downtown SLO.

4.b RED CROSS MONTH PROCLAMATION

Council Member Shoresman presented a proclamation declaring the month of March as "American Red Cross Month" to Rob Lewin on behalf of the Red Cross.

4.c CITY MANAGER REPORT

City Manager Derek Johnson provided a report on upcoming projects.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:
Dona Hare Price

--End of Public Comment--

6. CONSENT AGENDA

Motion By Council Member Francis

Second By Council Member Marx

To approve Consent Calendar Items 6a to 6g.

Ayes (4): Council Member Francis, Council Member Marx, Council Member Shoresman, and Vice Mayor Pease

Absent (1): Mayor Stewart

CARRIED (4 to 0)

6.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Waive reading of all resolutions and ordinances as appropriate.

**6.b MINUTES REVIEW - FEBRUARY 29, 2024 AND MARCH 5, 2024
COUNCIL MINUTES**

Approve the following minutes of the City Council:

- February 29, 2024 - Special Closed Session
- March 5, 2024 - Regular Meeting

6.c 2024 ANNUAL APPOINTMENTS TO CITY ADVISORY BODIES

As recommended by the Council Liaison Subcommittees, make appointments to the City of San Luis Obispo's (City) advisory bodies as set forth below and continue to recruit for any unfilled vacant positions.

**6.d ADOPTION OF A RESOLUTION ACKNOWLEDGING RECEIPT OF A
REPORT ON THE SAN LUIS OBISPO FIRE DEPARTMENT'S ACTION
PURSUANT TO SB 1205**

Adopt Resolution No. 11478 (2024 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, acknowledging receipt of a report on the San Luis Obispo Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3 pursuant to Senate Bill 1205."

6.e ADOPTION OF THE FEDERAL TRANSIT PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

1. Adopt Resolution No. 11479 (2024 Series) entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the Federal Transit Public Transportation Agency Safety Plan for San Luis Obispo (SLO) Transit”; and
2. Authorize SLO Transit’s Accountable Executive, City Manager, to sign the finalized version of the 2023-24 Public Transportation Agency Safety Plan.

6.f AWARD CONSTRUCTION CONTRACT FOR CORPORATION YARD FUEL ISLAND AND WASH STATION REHABILITATION, SPECIFICATION NO. 2000075-9.01

1. Award a Construction Contract to Quincon, Inc. in the amount of \$795,694.62 for the Corporation Yard Fuel Island and Wash Station Rehabilitation project, Specification Number 2000075-9.01; and
2. Appropriate \$81,203.74 from the Sewer Unreserved Working Capital Fund (602.0000.32001) to the project account (2000075-9.01); and
3. Appropriate \$84,848.98 from the Water Unreserved Working Capital Fund (601.0000.32001) to the project account (2000075-9.01); and
4. Transfer \$15,997.31 from the Whale Rock Undesignated Capital Completed Projects Fund (705.9501.71501) to the project account (2000075-9.01); and
5. Authorize the City Engineer to approve Contract Change Orders up to the available project budget; and
6. Adopt Resolution No. 11480 (2024 Series) entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, authorizing use of Water Unreserved Working Capital Fund, Sewer Unreserved Working Capital Fund and Whale Rock Undesignated Capital Funds to Support the Corporation Yard Fuel Island and Wash Station Rehabilitation project, Specification Number 2000075-9.01.”

6.g AUTHORIZATION TO APPROVE PURCHASE OF TWO (2) BATTERY ELECTRIC BUSES

Adopt Resolution No 11481 (2024 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, Approving the Purchase of Two Battery Electric Buses for use by San Luis Obispo (SLO) Transit."

7. LIAISON REPORTS AND COMMUNICATIONS

Council Member Marx attended the City/University quarterly lunch, the IWMA meeting, and SLO REP Season preview.

Council Member Francis attended the Community Academy and met the attendees. She also attended the Civic Well Conference, which was paid for by the City.

Vice Mayor Pease indicated she was in Sacramento on behalf of SLOCOG to participate in Advocacy Day. She also attended the WRAC meeting, the City/Cal Poly quarterly lunch, the Housing Summit hosted by the SLO Chamber of Commerce, and the monthly County Mayor's meeting on behalf of Mayor Stewart. She attended the final Groundwater Sustainability Commission (GSC) meeting and, since the Groundwater Sustainability Plan has been accepted the Commission, the GSC has been dissolved.

Council Member Shoresman attended Parks and Recreation community meeting for the proposed bike park at Laguna Lake Park. She also attended the first session of the Community Academy, the Housing Summit hosted by SLO Chamber of Commerce, and the SLO REP season announcement.

8. ADJOURNMENT

The meeting was adjourned at 6:19 p.m. The next Regular Meeting of the City Council will be held on **April 2, 2024 at 4:30 p.m. in the Council Chambers** at City Hall, 990 Palm Street, San Luis Obispo. Note, this meeting has an early start due to the Annual Advisory Body Recognition event, which will take place at 4:30 - 5:30 p.m.

APPROVED BY COUNCIL: XX/XX/2024



Department: Administration
Cost Center: 1021
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Megan Wilbanks, Deputy City Clerk

SUBJECT: APPROVE BIENNIAL CONSUMER PRICE INDEX INCREASES TO COUNCIL, PLANNING COMMISSION, AND ARCHITECTURAL REVIEW COMMISSION SALARIES

RECOMMENDATION

Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, setting new salaries for the Mayor, Council Members, Planning Commissioners, and Architectural Review Commissioners," effective the first pay period in January 2025.

POLICY CONTEXT

City of San Luis Obispo Charter Section 410 (Compensation) provides that compensation for the Mayor and Council shall be reviewed biennially in even numbered years. Recommended adjustments would then become effective the following January for the next two-year period. Additionally, in 2001 Council adopted Resolution No. 9189, directing a review of compensation for Architectural Review Commissioners and Planning Commissioners in conjunction with its periodic review of Council compensation.

DISCUSSION

The City Council has adopted a "Council Policies and Procedure Manual" to define and ensure the proper conduct of the City's business by the City Council and in compliance with State law and the City's Charter and Ordinances. The Council Policies and Procedures Section 2.6 specifies that a seven-member citizen committee be appointed by January 31st of even numbered years and, further, that committee recommendations be forwarded to the Council no later than May 1st. In 2022 Council amended the Council Policies and Procedures adding Section 2.1.1 (Consumer Price Index Increases.)

During the biennial review period, should Council choose *not* to initiate a comprehensive review of their compensation package via the formation of a Council Compensation Committee, they may direct staff to increase Council, Planning Commission, and Architectural Review Commission salaries based on the CPI. The CPI is updated monthly by the U.S. Bureau of Labor Statistics and measures the average change in prices over

time in a fixed market basket of goods and services. Historically, the city utilizes the CPI for All Urban Consumers in the Los Angeles, Long Beach and Anaheim metropolitan area. Based on the year-end total for January 2023 (5.8%) and January 2024 (2.5%), the following sections break down the proposed salary increases for each body:

- *City Council*

The monthly salaries of the Mayor and Council Members would be increased from \$2,696 to \$2,923 and \$2,139 to \$2,319 per month, respectively. The compensation package for expenses, benefits, and professional development would remain unchanged. This increase to salaries will increase Council's annual budget for the remainder of the 2023-25 Financial Plan by \$1,366 and \$4,335 respectively.

- *Planning Commission Salary*

The salaries of the Planning Commissioners would be increased from \$80 to \$86 per meeting, and the maximum amount not to be exceeded per month would increase from \$320 to \$347. This increase to salaries will increase Community Development's annual budget for the remainder of the 2023-25 Financial Plan by \$94.

- *Architectural Review Commission Salary*

The salaries of the Architectural Review Commissioners would be increased from \$80 to \$86 per meeting, and the maximum amount not to be exceeded per month would increase from \$320 to \$347. This increase to salaries will increase Community Development's annual budget for the remainder of the 2023-25 Financial Plan by \$94.

Previous Council or Advisory Body Action

- On December 7, 2021, Council directed staff to defer the appointment of a Council Compensation Committee and directed staff to return to Council with a Resolution amending the Council Policies and Procedures to allow biennial Consumer Price Index¹ increases to Council, Planning Commission, and Architectural Review Commission salaries without appointing a Council Compensation Committee ([Staff Report](#), [Minutes](#)).

¹ The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. [The Bureau of Labor Statistics](#) publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments-department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

- On April 19, 2022, Council amended their Policies & Procedures Manual to add Section 2.1.1, Consumer Price Index Increases, which allows biennial CPI increases to be applied to Council, Planning Commission, and Architectural Review Commission salaries, effective the first full pay period in January, without convening a Council Compensation Committee. Subsequently, Council also adopted Resolution No. 11319 (2022 Series), which applied the CPI increase and set the new salaries for a 2-year period. ([Staff Report](#), [Minutes](#))
- On July 18, 2023, Council deferred the appointment of a Compensation Committee and directed staff to return in April 2024 to present the biennial CPI increase to Council, Planning Commission, and Architectural Review Commission salaries. They also directed staff to incorporate the formation and staffing of a Council Compensation Committee into the 2025-27 Financial Plan work program. ([Staff Report](#), [Minutes](#))

Public Engagement

No public engagement has been done for this item; however, the public will have an opportunity to provide public comment in writing prior to the meeting or as public comment during the meeting.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2023-24

Funding Identified: No

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$5,748	\$	\$11,497
State				
Federal				
Fees				
Other:				
Total	\$	\$5,748	\$	\$11,497

There is no fiscal impact from this recommendation until FY 2024-25. Staff are in the process of developing the 2024-25 Supplemental Budget and will include the proposed CPI increase of \$5,748 (six months, January 1, 2025 - June 30, 2025) in the staffing budget. All subsequent budgets will include the CPI increase for the full fiscal year (\$11,497).

ALTERNATIVES

Do not adopt the Resolution. Council could decide not to allow the biennial CPI to increase to Council, Planning Commission, and Architectural Review Commission salaries.

ATTACHMENTS

A - Draft Resolution setting new salaries for Council, Planning Commission, and Architectural Review Commission

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, SETTING NEW SALARIES FOR THE MAYOR, COUNCIL MEMBERS, PLANNING COMMISSIONERS, AND ARCHITECTURAL REVIEW COMMISSIONERS

WHEREAS, Charter Section 410 provides for compensation and reimbursement of expenses for the Mayor and Council Members and establishes a procedure for a biennial review by a five-member Council Compensation Committee; and

WHEREAS, on April 19, 2022, Council amended their Policies & Procedures Manual to add Section 2.1.1, Consumer Price Index Increases, which allows biennial Consumer Price Index increases to be applied to Council, Planning Commission, and Architectural Review Commission salaries, effective the first full pay period in January, without convening a Council Compensation Committee; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Chapter 2.1 of the Council Policies and Procedures shall be amended to read as follows:

Effective the first full payroll period in January 2025, compensation for services rendered in an official capacity shall be provided as follows:

- *The Mayor shall receive a monthly salary of \$2,923 and each City Council Member shall receive a monthly salary of \$2,319.*
- *Planning Commissioners shall receive \$86 per meeting, not to exceed \$347 per month.*
- *Architectural Review Commissioners shall receive \$86 per meeting, not to exceed \$347 per month.*

R _____

SECTION 2. Resolution Number 11319 (2022 Series) is hereby repealed and superseded to the extent inconsistent herewith.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____



Department: Community Development
Cost Center: 4006
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: NA

FROM: Timmi Tway, Community Development Director
Prepared By: Michael Loew, Deputy Director/Chief Building Official

SUBJECT: AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL DEVELOPMENT REVIEW SUPPORT SERVICES

RECOMMENDATION

1. Approve the draft Request for Qualifications (RFQ) to provide on-call development review services (Specification No. 2024-4006-01); and
2. Authorize the City Manager to execute agreements with selected consulting firms; and
3. Authorize the Finance Director to execute and amend Purchase Orders for individual consultant services contract in an amount not-to-exceed the authorized project budget; and
4. Authorize the Community Development Director to amend or extend the agreements for services in accordance with its term and within the available annual budget.

POLICY CONTEXT

The City's purchasing policy requires competitive bids for a single transaction and cumulative purchases that occur in a fiscal year at Tier 3 through 5 in its purchasing guidelines (as outlined in Attachment A, Purchasing Policy Tier Approval Guide for Professional Services). The costs of on-call development review services have varied greatly from year to year depending on staffing levels and workloads. In most recent years, costs for these services have exceeded the Tier 5 threshold (\$150,000+) due to the unprecedented amount of construction projects occurring within the city.

Municipal code 3.24.030 (f) states the City Administrative Officer as the purchasing authority shall seek 'to consolidate department orders for like services to ensure discount pricing whenever feasible.' On-call consultant lists shall be renewed at least every five years by a new RFQ process as required by municipal code section 3.24.070 (c).

Interpreting the policy and Municipal Code together, the Finance Department, Fire Department, and Community Development Department recommends establishing a list of qualified consultants through the RFQ process to perform development review related services. Then, once the contracts are in place, City staff can utilize the services of the contractors with negotiated pricing and terms to reduce overall service costs.

DISCUSSION

In order to meet published cycle times for plan review, the Community Development Department and Fire Department currently require the use of contract plan check services to supplement efforts of in-house resources. The proposed Request for Qualifications (Attachment B) for on-call consultants is to ensure that the City's best economic interests are served and that the Community Development Department can continue to meet the needs and expectations of the public for plan check, engineering review, and inspection services. Requesting proposals in a competitive market will expand the pool of consultant firms to choose from in order to meet published cycle times for plan review.

On-call consultants have been providing plan check services to the City for the last 10 years and can seamlessly keep the workflow moving. Building and Safety currently has several on-call consultants that provide plan check services at a cost of 65% of the applicant's cost of service fee with the remainder of the fee covering all other city costs. The contract scope also includes an applicant-requested option for expedited plan check service where a plan check consultant provides a premium accelerated plan check for time sensitive projects. In such cases, the applicant pays the consultant a higher fee in accordance with their contract for accelerated plan checks. This process would remain available under the proposed contract scope.

While not the primary purpose of this effort, engineering development review and inspection services are included with this RFQ in order to have that capacity should the need arise. On-call consultant services for engineering review and inspections have been required and utilized over the past few years due to staff shortages and increased workloads. Staff has found it more cost effective to hire temporary staff to perform the work during periods of high permit activity and continues to pursue the most cost-effective approach; however, on-call consultants are utilized for projects when staffing levels cannot accommodate providing timely services.

It is typical for consultants to increase their costs for services on an annual basis, as determined by going market rates. In alignment with previous approaches, staff recommends authorizing the Community Development Director to reestablish the terms of the agreement when necessary to ensure that new rates do not exceed budgetary allocations for these services. This authorization will guarantee that rates cannot increase without approval from the Community Development Director, but still allow the contractual work to continue through fiscal years of the budget cycles.

The terms of the agreements with the consultants, including the term of the agreement, and the process for using the agreements will be in accordance with current Finance Department policy, and will be outlined in the RFQ posting (Attachment B).

Previous Council or Advisory Body Action

The City Council previously approved a similar authorization on April 2, 2019. The current contracts were established as a result of the previous council action will expire in July 2024.

Public Engagement

Public comment can be provided to the City Council through written correspondence submitted prior to the meeting and through public testimony during the meeting. This RFQ will be advertised following all purchasing guidelines.

CONCURRENCE

The Finance Department and Fire Department agrees with the need for these services to be procured through multiyear contracts with on-call consultants.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2024-25

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$140,000	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$140,000	\$	\$	\$

Existing contracts and industry standard cost for consultant building permit plan check service is 65% of the amount the City collects for the service provided. In addition to the plan check service, total cost to the City includes overhead and administrative requirements associated with management and oversight of the consultant plan check process. Building inspection and engineering development review services are funded through “Other Contract Services” budgets line items. The Building and Safety Division has been allocated \$140,000 for these services during the 2024-25 fiscal year.

Consistent with the City's budget policies, the Community Development Department sets fees to accomplish 100% cost recovery for this service. Therefore, the recommendation to issue a RFQ and enter into agreements with consultants for plan check services has no net fiscal impact on the City's general fund.

ALTERNATIVES

Do not authorize the issuance of the proposed RFQ, allow existing agreements with plan review consultants to expire, and provide increased services through additional staffing. This is not recommended as a sustainable alternative due to the varying factors that influence the workloads for development review services. While staffing levels are regularly assessed during financial plans, on-call consultants are a necessary resource to utilize during times of staff vacancies, staff vacations and extended leaves of absence, and during times when several large-scale project applications are submitted to the City at same time.

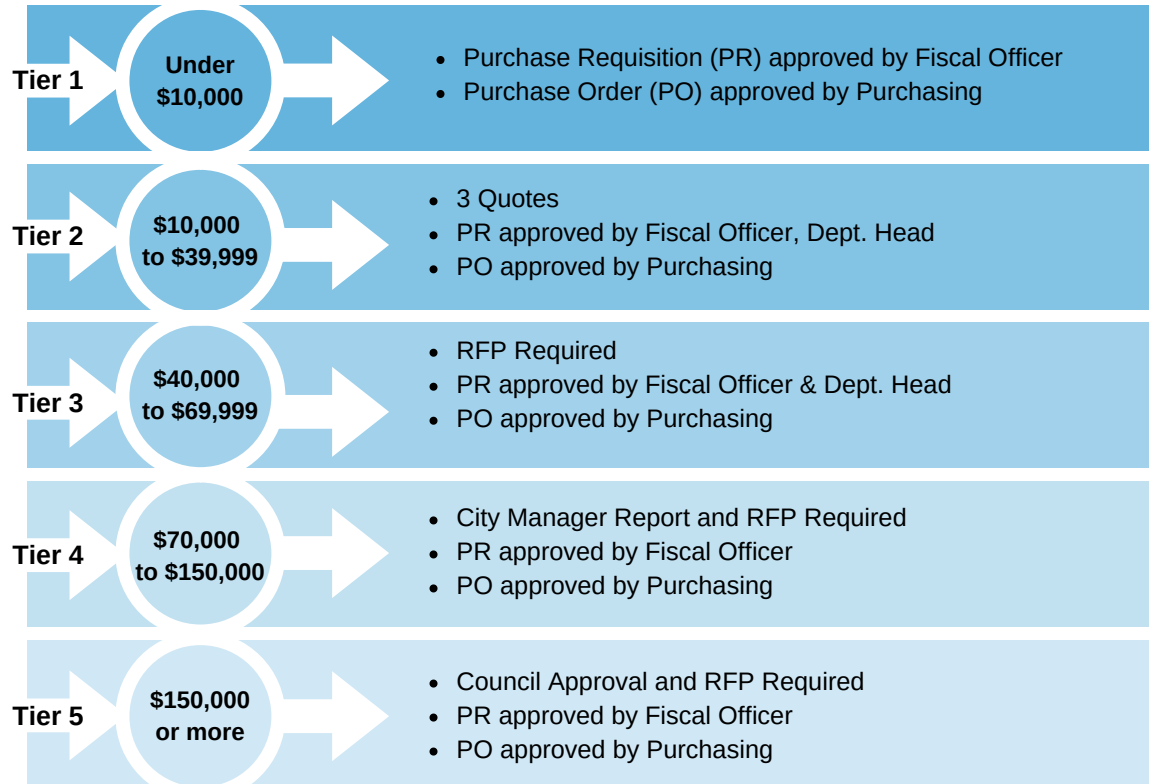
ATTACHMENTS

- A – Purchasing Policy Tier Approval Thresholds
- B – RFQ Draft Spec. No 2024-4006-01



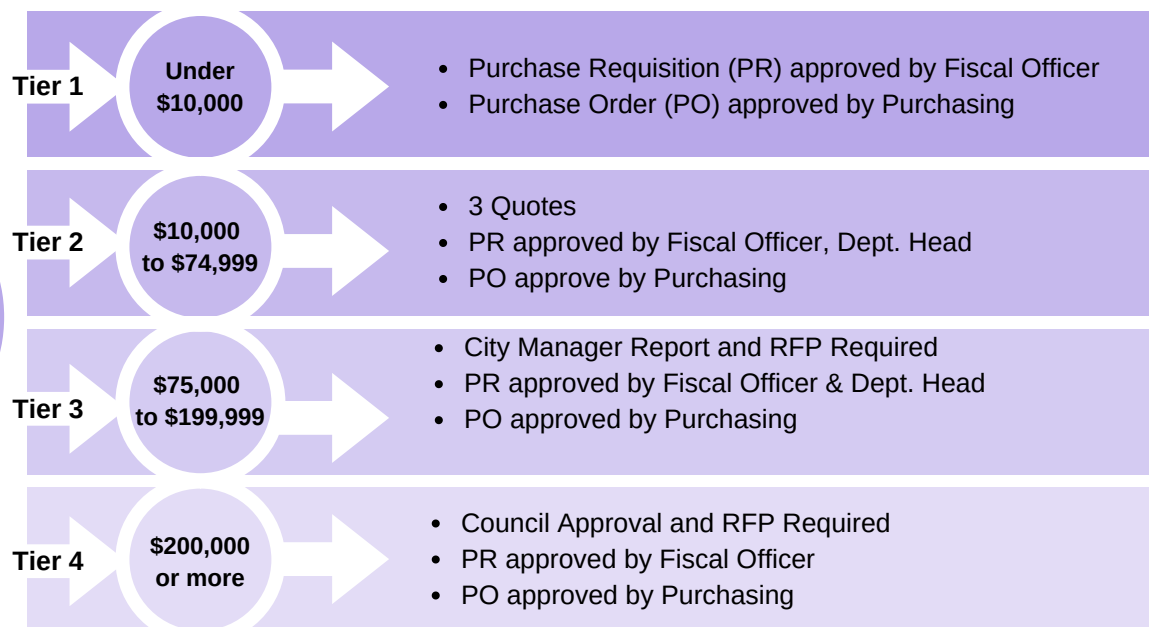
PURCHASING POLICY - APPROVAL THRESHOLDS

Professional Services



PURCHASING POLICY - APPROVAL THRESHOLDS

General Goods





Notice Requesting Proposals for Specification No. 2024-4006-01

BUILDING & SAFETY, ENGINEERING DEVELOPMENT REVIEW, FIRE PLAN REVIEW AND INSPECTION SERVICES

The City of San Luis Obispo is requesting sealed proposals for plan review and inspection of construction projects necessary to determine compliance with all applicable building, fire and development codes and laws pursuant to Specification No. 2024-4006-01.

All firms interested in receiving further correspondence regarding this Request for Qualifications (RFQ) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before [DATE] when they will be opened publicly in the City Hall Conference Hearing Room, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

A pre-proposal conference call will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals. The pre-proposal conference call will take place at the following place and time:

Council Hearing Room
990 Palm Street, San Luis Obispo
[DATE]
1-888-204-5987, Code: 8618289

Specification packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact Michael Loew at mloew@slocity.org (805) 781-7572 with any questions.



TABLE OF CONTENTS

SECTION A: DESCRIPTION OF WORK 2

SECTION B: GENERAL TERMS AND CONDITIONS 3

SECTION C: SPECIAL TERMS AND CONDITIONS 9

SECTION D: FORM OF AGREEMENT 12

SECTION E: INSURANCE REQUIREMENTS 19

SECTION F: PROPOSAL SUBMITTAL FORMS 20

SECTION G: SCHEDULE OF PLAN CHECK AND INSPECTION FEES 28

SECTION H: PROPOSERS LIST 30

SECTION A: DESCRIPTION OF WORK

I. INTRODUCTION

The City of San Luis Obispo (City) wishes to obtain the services of one or more professional governmental consulting firms (Consultant) to provide plan review and field inspection services for projects necessary to determine compliance with all applicable building and fire codes, development standards, City Municipal Codes and state and federal laws. The selected firm(s) will be issued an open purchase order and projects will be assigned by the City's Chief Building Official, Supervising Civil Engineer or Fire Marshal.

II. DESCRIPTION OF PROJECT

The project, in general, will consist of the examination, analysis, and review of plans for various construction projects within the city in order to determine compliance with all applicable regulations, including but not limited to local building regulations and amendments, as well as the California Building Standards Code (CAC Title 24), comprised of the latest adopted editions of the model codes with State amendments, and the State Housing Law (CAC Title 25) as adopted by the State of California and the City of San Luis Obispo, the California Public Safety Code (CAC Title 19), City Municipal Code regulations and adopted City Engineer/Public Works standards. Dependent upon the scope of each specific project assigned, such plan reviews may consist of an examination of the structural, electrical, mechanical, plumbing, energy conservation, green building measures, fire and life safety, fire protection systems, hazardous materials management plans, grading, drainage to include stormwater and LID design requirements, geotechnical, onsite improvements, right-of-way improvements, and disabled accessibility aspects of the proposed project. Mapping projects may also be submitted for review for compliance with the Subdivision Map Act. The City shall provide the Consultant with copies of code amendments and official code interpretations issued by the Chief Building Official, Supervising Civil Engineer or Fire Marshal.

Bidders may submit proposals for services listed in this specification in whole or in part. Proposals are to provide a clear listing of services proposed under this specification on the technical specification submittal form located in Section F of this specification.

The standard turnaround time for assigned plan reviews shall be 10 working days for the initial check and 5 working days for rechecks, unless otherwise specified by the City. Consultants shall pick up and deliver plans to the department unless alternate arrangements are approved by the City, which may include shipping at the sole expense of the Consultant. **The Consultant should have electronic plan review capabilities and offer these services upon request.**

The Consultant shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.). A California Registered Engineer or Licensed Architect employed by the Consultant shall review the portion of plans that involve engineering design. A Registered Fire Protection Engineer should review projects involving fire suppressions systems or hazardous materials management plans. A Licensed Land Surveyor or qualified Registered Civil Engineer shall review mapping projects for compliance with the Subdivision Map Act.

The project may include providing inspection services. Inspections will include review and interpretation of approved construction documents and inspection of construction for compliance with the various applicable codes (listed under the plan check services above). Inspections may include

investigation of construction performed without a permit to determine appropriate enforcement action required to correct any violations that may exist including violations of City Municipal Code Title 15 and Title 17 violations.

The Consultant shall utilize employees to perform inspections who are certified as required either by the International Code Council, California Association of Code Enforcement Officers or American Public Works Association and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.).

Projects shall be assigned at the sole discretion of the Chief Building Official, Supervising Civil Engineer or Fire Marshal. The City may use its own employees and/or other independent Consultants to perform plan reviews in addition to any such work assigned to Consultant. The volume of plan reviews is dependent upon economic conditions that are outside the control of the City. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to a Consultant within any given time period.

In the course of the plan review process, the Consultant shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Chief Building Official, Supervising Civil Engineer or Fire Marshal, and shall act in the interests of the City and the citizens of San Luis Obispo. Consultants shall provide no services for any private client within the corporate boundaries of the City during the contract period.

SECTION B: GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Qualifications (RFQ) specification package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFQ specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic, please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.
7. **Cooperative Purchasing.** During the term of the contract, the successful proposer will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful proposer.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will

provide, in a timely manner, all information that the City deems necessary to make such a decision.

11. **Contract Requirement.** The proposer to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Consultant must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

CONTRACT PERFORMANCE

14. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
17. **Permits and Licenses.** The Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

21. **Immigration Act of 1986.** The Consultant warrants on behalf of itself and all subconsultants engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Consultant Non-Discrimination.** In the performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, gender, gender expression, national origin (ancestry), disability, military status, marital status, sexual orientation, or religion (creed) of such persons.
23. **Work Delays.** Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Consultant (Net 30).
25. **Inspection.** The Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its invoices to City as a condition precedent to any payment to Consultant.
27. **Interests of Consultant.** The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no subconsultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent consultant and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.**
 - (a) Non-design, non-construction Professional Services: To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall

indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) Non-design, construction Professional Services: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) Design Professional Services: In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

29. **Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

SECTION C: SPECIAL TERMS AND CONDITIONS

1. Proposal Content. Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three municipalities for whom you have provided similar services.
- d. Completion of the Technical Specification Sheet and Proposal Submittal Form.

Qualifications

- e. Experience of your firm in performing similar services.
- f. Education, training, experience, professional registration and certification of the principal and of staff members who will be involved in the projects. Include resumes of the individuals who would be assigned to projects, including any sub-contractors.
- g. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
- h. Any additional capabilities of the firm or optional services that may be offered (e.g. NPDES services, CASp services), which supplement the scope of the specification description.

Work Program

- i. A brief narrative of the processes that will be employed to accomplish the specification including a discussion of the quality control measures.
- j. Proposed Plan Review turn-around times.
- k. Any other information that would assist us in making this contract award decision.

Compensation

- l. Proposed compensation shall be delineated on the Proposal Submittal Form provided with this RFQ.
- m. A standard hourly billing rate for the assigned plan reviews.

Proposal Length and Copies

- n. Proposals should not exceed 50 pages, including attachments and supplemental materials.
- o. Six copies of the proposal must be submitted.

2. Proposal Evaluation and Consultant Selection. Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.

- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and experience of the specific individuals to be assigned to projects.
- h. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- 3. Proposal Review and Award Schedule. The following is an outline of the anticipated schedule for proposal review and contract award:

- a. Issue RFQ [date]
- b. Pre-Proposal Conference (optional) [date]
- c. Receive proposals [date]
- d. Complete proposal evaluations [date]
- e. Conduct finalist interviews and finalize recommendation [date]
- f. Execute contract [date]
- g. Start work [date]

- 4. Pre-Proposal Conference. An optional pre-proposal conference will be held at the following location, date, and time to answer any questions that prospective bidders may have regarding this RFQ:

[date]

Community Development Department
919 Palm Street, San Luis Obispo, CA 93401

Participants may contact Michael Loew, Chief Building Official by email at mloew@slocity.org log-in information for the conference call, to be available at least 24 hours in advance.

- 5. Ownership of Materials. All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
- 6. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
- 7. Copies of Reports and Information. If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

8. Required Deliverable Products. The Consultant will be required to provide:

- a. One electronic submission - digital-ready original .pdf of all final documents. If Consultant wishes to file a paper copy, it must be submitted in a sealed envelope to the address provided in the RFQ.
- b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff

- c. City staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

- 9. Alternative Proposals. The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's specification objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
- 10. Attendance at Meetings and Hearings. When requested, the Consultant will attend public meetings to present and discuss its findings and recommendations. Compensation for attendance will be at the hourly rate.
- 11. Accuracy of RFQ. This specification is believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subconsultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subconsultants to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects

or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the specification's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all subconsultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION D: FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

WITNESSETH:

WHEREAS, on [date], City requested proposals for building & safety, engineering development review, fire plan review and inspection services per Specification No. 2024-4006-01

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by City for said services;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be for five years from the date this Agreement is made and entered, as first written above.

2. INCORPORATION BY REFERENCE. City Specification No. 2024-4006-01 and Consultant's proposal dated [date], are hereby incorporated in and made a part of this Agreement. To the extent that there are any conflicts between the City's specification and this Agreement and the Consultant's proposal, the terms of the City's specification and this Agreement shall prevail, unless specifically agreed otherwise in writing signed by both parties.

4. INSURANCE: Consultant shall procure and maintain insurance as described in SECTION E.
5. STARTANDCOMPLETIONOFWORK. Work on this project shall begin within five calendar days after contract execution. Individual projects shall be completed in accordance with approved project schedules.
6. CONTRACT TERM FOR ON-CALL SERVICE CONTRACTS. The interim services requested will be contracted for by the City on as needed basis and as requested in writing by the City. The City reserves the right to use other contractors for the same or similar services or to request proposals for similar services as needed while Consultant provides services.
7. WORK DELAYS. Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
8. TERMINATION. If, during the term of the contract, the City determines that the Consultant is not faithfully abiding by any term or condition contained herein, or the Consultant's work is determined to be deficient, the City may notify the Consultant in writing of such defect or failure to perform. This notice will give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that the proposed work is not feasible due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Consultant will be paid compensation due and payable to the date of termination.

9. ABILITY TO PERFORM. The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

10. SUB-CONTRACT PROVISIONS. No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City. Any substitution of sub-consultants must be approved in writing by the City. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.

11. CONTRACT ASSIGNMENT. The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

12. INSPECTION. The Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.

13. RECORD RETENTION AND AUDIT. For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. For Federally funded projects, access to records shall also include authorized representatives of the State and Federal government. Copies shall be furnished if requested.

14. CONFLICT OF INTEREST. The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing

construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing construction project which will follow.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the City.

15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

17. COMPLIANCE WITH LAWS AND WAGE RATES. The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

18. PAYMENT OF TAXES. The contract prices shall include full compensation for all taxes that the Consultant is required to pay.

19. PERMITS, LICENSES AND FILING FEES. the consultant shall obtain a city business registration and pay the appropriate fees.

20. SAFETY PROVISIONS. The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

21. IMMIGRATION ACT OF 1986. The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United

States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

22. CONSULTANT NON-DISCRIMINATION. In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

23. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

24. NON-EXCLUSIVE CONTRACT. The City reserves the right to contract for the services listed in this proposal from other consultants during the contract term.

25. CONSULTANT ENDORSEMENT. Technical reports, plans and specifications shall be stamped and signed by the Consultant where required.

26. OWNERSHIP OF MATERIALS. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.

27. RELEASE OF REPORTS AND INFORMATION. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City’s written permission.

28. CONSULTANT INVOICES. The Consultant shall deliver a monthly invoice to the City, itemized by project title, plan check number and address. Invoice must include a breakdown of charges by assigned project.

29. PAYMENT. For providing services as specified in this Agreement, City will pay and Consultant shall receive therefore compensation in a total sum not to exceed the individual agreed upon project fee.

Charges shall be based on those quoted in the proposal. Charges for plan review shall be based on the percentage of the City plan review fee as stipulated in the proposal, unless the City explicitly assigns the project on an hourly basis. Charges for inspection services shall be based on the hourly rate as stipulated in the proposal, unless the City explicitly assigns the project on a percentage basis.

30. PAYMENT TERMS. The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Consultant (Net 30).

31. RESOLUTION OF DISPUTES. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Project Manager and the City Director of Community Development, who may consider written or verbal information submitted by the Consultant. Not later than thirty days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Fiscal Officer. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Fiscal Officer of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the consultant from full and timely performance in accordance with the terms of this contract.

32. AGREEMENT PARTIES.

City:	City Clerk	Consultant: FIRM NAME
	City of San Luis Obispo	Attn: Principal authorized to
	990 Palm Street	sign
	San Luis Obispo, CA 93401	Address

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

33. INCORPORATION BY REFERENCE. Consultant's letter proposal dated [date] is hereby incorporated in and made a part of this Agreement.

34. AMENDMENTS. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Community Development Director.

35. WORKING OUT OF SCOPE. If, at any time during the project, the consultant is directed to do work by persons other than the City Project Manager and the Consultant believes that the work is outside of the scope of the original contract, the Consultant shall inform the Project Manager immediately. If the Project Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the project, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the City and the Consultant. Any extra work performed by Consultant without prior written approval from the City Project Manager shall be at Consultant's own expense.

36. COMPLETE AGREEMENT. This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement, the said specification and incorporated documents. Failure by the Consultant to carry out the requirements of this Agreement is a material breach of this agreement which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

37. AUTHORITY TO EXECUTE AGREEMENT. Both City and Consultant do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

By: _____
Name of CAO / President
Its: CAO / President

SECTION E: INSURANCE REQUIREMENTS

Consultant Services

The Consultant 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 by the Consultant, its agents, representatives, employees or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other 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.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

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 Consultant shall procure a bond 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, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this specification, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

SECTION F: PROPOSAL SUBMITTAL FORMS

The undersigned declares that she or he has carefully examined Specification No. 2024-4006-01 which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

PROPOSAL ITEM: Building, Engineering Development Review, and Fire Plan Review and Inspection Services

Consultant Fee as a Percentage of Building Plan Check Fee	%
Consultant Fee as a Percentage of Fire Plan Check & Inspection Fee	%
Consultant Fee as a Percentage of Engineering Development Review Plan Check Fee	%
Structural Only Plan Review as a Percentage of the Building Plan Check Fee	%
Hourly Building Plan Review Fee	\$
Hourly Fire Plan Review Fee	\$
Hourly Engineering Plan Review Fee	\$
Inspection Services upon request — Hourly Rate- Building	\$
CASp Services upon request — Hourly Rate	\$
Inspection Services upon request — Hourly Rate- Code	\$
Inspection Services upon request — Hourly Rate- Fire	\$
Inspection Services upon request — Hourly Rate- Engineering	\$
Inspection Services upon request — Hourly Rate- Stormwater/NPDES	\$

0 Certificate of insurance attached; insurance company's A.M. Best rating: _____

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

Date

TECHNICAL SPECIFICATION SUBMITTAL FORM:

The City is requesting proposals for Building, Engineering Development Review, and Fire Plan Review Services based on the following Technical Specifications.

TECHNICAL SPECIFICATIONS — Building, Engineering Development Review, and Fire Plan Review Services

Instructions: Complete the right-hand column indicating that the specification is acceptable or explaining an exception that you are proposing. Failure to complete the right-hand column may invalidate the proposal.

	SPECIFICATIONS	Acceptable / Exceptions
1.	Provide plan reviews of construction projects necessary to determine compliance with all applicable building and fire codes, engineering standards, and applicable laws.	
2.	<p><u>SCOPE</u></p> <p>A. Project, in general will consist of the examination, analysis, and review of plans for various construction projects within the City in order to determine compliance with all applicable construction regulations, including but not limited to local building regulations and amendments, as well as the California Building Standards Code (CAC Title 24), comprised of the latest adopted editions of the model codes with State amendments, and the State Housing Law (CAC Title 25) as adopted by the State of California and the City of San Luis Obispo. Dependent upon each specific project assigned, such plan reviews may consist of an examination of the structural, electrical, mechanical, plumbing, energy conservation, green building measures, fire and life safety, fire protection systems, hazardous materials management plans, grading, drainage to include stormwater and LID design requirements, geotechnical, onsite improvement, right-of-way improvements, and disabled accessibility features of the proposed project. Mapping projects may also be submitted for review for compliance with the Subdivision Map Act.</p>	

The City shall provide the consultant with copies of code amendments and official code interpretations issued by the Building Official, Supervising Civil Engineer or Fire Marshal. Related consultant services such as the availability of certified inspection staff and/or a Certified Access Specialist (CAsp) pursuant to SB 1608 is highly desirable.

B. In regards to projects assigned by the Supervising Civil Engineer, improvement plan review will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Evaluates plans and specifications for a variety of private development projects; reviews the work of contract professional and technical staff and coordinates their work with that of other city departments, outside agencies, contractors and consultants.
- Grading Plans including mass grading, rough grading and precise grading plans
- Street Improvement Plans including street widening, rehabilitation and new street plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Traffic Plans including signing and striping plans, traffic detour, staging, site plans and signal plans
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including but not limited to: Dust Control Plans, Storm Water Pollution, Low Impact development and Best Practices, Traffic Impact Studies, and Hydrology Studies
- Prevention Plans, and Special Traffic Reports

The tasks of the plan checker include:

- To check for design conformance to:
 - o The approved Tentative Map
 - o Related Specific Plans
 - o General Plan and City Ordinances
 - o Conditions of Approval
 - o City Standards
 - o ADA/Accessibility Standards
 - o The City's Subdivision Plan Check List
 - o Other Agency Requirements such as APCD, County of San Luis Obispo and CalTrans
- To review plans for sound engineering practices.
- To check for accuracy of design in conformance with the City's most current Plan Check List.

	<ul style="list-style-type: none"> • To check general mathematics and design criteria. • To call for redesign of any portion of plans that: <ul style="list-style-type: none"> o Will not function due to poor engineering. o Is not consistent with the Approved Tentative Map or Conditions of Approval. o Will be potentially unsafe to the public. o Impractical to construct <p>C. Inspections will include review and interpretation of approved construction documents and inspection of construction for compliance with the various applicable codes (listed under the plan check services above). Inspections may include investigation of construction performed without a permit to determine appropriate enforcement action required to correct any violations that may exist including violations of City Municipal Code Title 15 and Title 17 violations.</p>	
3.	<p><u>REQUIREMENTS</u></p> <p>A. Consultant shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council (ICC) and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.). Consultant shall utilize employees to perform inspections who are certified as required either by the International Code Council, California Association of Code Enforcement Officers or American Public Works Association and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.).</p> <p>B. A California Registered Engineer or Licensed Architect employed by the Consultant shall review the portion of plans that involve Engineering design. A Registered Fire Protection Engineer shall review projects involving fire protection systems or hazardous materials management plans. A Licensed Land Surveyor or qualified Registered Civil Engineer shall review mapping projects for compliance with the California Subdivision Map Act.</p> <p>C. The standard turn-around time for assigned plan reviews shall be 10 (ten) working days for the initial review and 5 (five) working days for rechecks. Consultants shall pick up and deliver plans <u>daily</u> to the Department unless the Building Official, Fire Marshal, or Supervising Civil Engineer approves alternate arrangements. An overnight courier or postal service may be used by the Consultant at their expense.</p> <p>D. Projects shall be assigned at the sole discretion of the Building Official, Fire Marshal, or Supervising Civil Engineer. The City may use its own employee and/or other independent Consultants to perform plan reviews in addition to any such work assigned to Consultant. The volume of plan reviews is dependent upon economic conditions that are outside the</p>	

	<p>control of the City. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to a Consultant within any given time period.</p> <p>E. In the course of the plan review process, the Consultant shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Building Official, Fire Marshal or City Engineer, and shall act in the interest of the City and the citizens of San Luis Obispo. Consultants shall provide no services for any private client within the corporate boundaries of the City during the contract period.</p> <p>F. Consultant shall have electronic plan review capabilities and offer these services upon request.</p>	
4.	<p><u>COMPENSATION</u></p> <p>A. Proposals shall include the consultant's expected compensation expressed as a <u>percentage</u> of the City's plan review fee as determined in accordance with the attached Schedule of Fees (Attachment A). The proposals should also include the consultant's expected compensation for <u>structural only</u> plan reviews as a percentage of the City's plan review fee.</p> <p>The consultant's plan review fee shall be considered the full compensation for all plan review performed through the second recheck. Thereafter, the consultant may charge any additional plan review time at their agreed upon hourly rate if the base plan review fee is not adequate to cover the consultant's cost for the review.</p> <p>B. Projects not assigned a plan check fee by the Building Official, Fire Marshal or Supervising Civil Engineer are to be billed by the consultant to the City based on the hourly rate and the actual plan check time in one-half hour increments. The consultant's current accumulated plan review hours, to be billable, must be specified on each transmittal sheet accompanying the plans. The final transmittal sheet accompanying the approved plans must indicate the total accumulated hours. Hours not indicated on the transmittal sheets shall not be billable and will not be paid by the City.</p> <p>C. The Building Official, Fire Marshal or Supervising Civil Engineer may assign any plan review at an hourly rate rather than based on a percentage of fees at his/her sole discretion.</p> <p>D. The hourly rate for on-call Building inspection services shall be specified.</p>	

<p>E. The hourly rate for on-call Code inspection services shall be specified.</p> <p>F. The hourly rate for on-call Fire inspection services shall be specified.</p> <p>G. The hourly rate for on-call Engineering inspection services shall be specified.</p> <p>H. The hourly rate for on-call Stormwater/NPDES inspection services shall be specified.</p> <p>1. The hourly rate for CASp services, if available, shall be specified.</p> <p>J. The Consultant shall invoice each applicable department for services rendered on a monthly basis.</p>	
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QUESTIONS REGARDING TECHNICAL ASPECTS OF THIS RFQ SHOULD BE DIRECTED TO THE TECHNICAL AUTHORITY LISTED BELOW.

Michael Loew, Chief Building Official
(805) 781-7157 mloew@slocity.org

REFERENCES:

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
-------------	--

Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

■ Do you have any disqualification as described in the above paragraph to declare?

Yes Q No Q

■ If yes, explain the circumstances.

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative

SECTION G: SCHEDULE OF PLAN CHECK AND INSPECTION FEES

1. Schedule of Plan Check and Inspection Fees- See Attachment A

Note: It is City policy to adjust the fees attached on an annual basis based on the CPI. Any other adjustments to the fees made by the City during the term of this contract will be subject to negotiation with the selected consultant for the scope of work to be assigned at that time

SECTION H: PROPOSERS LIST

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

Business Name
Contact Name
Address
City, State and Zip Code
Phone No.
Fax No.

NOTE: Not to be included with Bidder's Package when mailed or handed out. This should be included and referenced as an attachment to the Council Agenda Report or City Manager Report.



Department: Human Resources
Cost Center: 2007
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Mayor Erica A. Stewart

Prepared By: Nickole Domini, Director of Human Resources

SUBJECT: APPOINTED OFFICIAL COMPENSATION

RECOMMENDATION

1. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, amending a Contract of Employment for City Attorney," approving an amendment to the City Attorney's employment contract; and
2. Authorize the Mayor to execute the amended contract of employment with the City Attorney adjusting her salary.

POLICY CONTEXT

The official City Attorney's evaluation was conducted in accordance with the Appointed Officials Evaluations Guide. The recommendations in this report are consistent with the Council's adopted Compensation Philosophy.

DISCUSSION

Background

In 1999, the Council implemented a structured annual evaluation process to formally review the performance of its two appointed officials, the City Manager and City Attorney. The process is facilitated by a consultant who collects Council input on appointed officials' performance and their progress achieving Council adopted goals, typically in March or April of each year. This process also includes review and consideration of changes to the appointed officials' compensation and benefits.

The Council met with a consultant in closed session on February 29, 2024, to discuss the City Attorney's official performance. Due to City Manager Johnson's resignation, the Council evaluated only City Attorney Christine Dietrick. The Council concluded that the City Attorney had met or exceeded performance expectations in all categories, accomplished the 2023-24 goals provided by the Council, and was eligible for a compensation review. Upon examination of the compensation review, the City Attorney's current effective salary is approximately one (1%) percent below the median of the

comparison agencies. The Council further evaluated the City Attorney’s compensation, carefully weighing the extraordinary wisdom and guidance City Attorney Dietrick provides the organization, the skills necessary to navigate complex issues facing the City, and the willingness to play a pivotable role in the successful transition and onboarding of the new City Manager. Ultimately, the Council recommended a five (5%) percent salary increase for the City Attorney effective the first pay period in April 2024, in an effort to pay the City Attorney competitively with the market in accordance with Council adopted Compensation Philosophy.

Public Engagement

Compensation for the City Attorney official in comparison agencies was considered by Council. No other public engagement was conducted as the City Attorney is appointed and serve at the will of the Council.

CONCURRENCE

No other departments were asked to review this report as the appointed officials’ evaluations and compensation are the authority of the Council.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes Budget Year: 2024-25
 Funding Identified: Yes, a contingency fund exists for negotiated increases.

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$2,645	\$	\$13,754
State				
Federal				
Fees				
Other:				
Total	\$	\$2,645	\$	\$13,754

Providing increases to the City Attorney the first full pay period in April 2024 will result in approximately \$2,645 funding needed through the end of the fiscal year, and \$13,754 annually ongoing. There is enough funding in existing resources to cover these increases.

ALTERNATIVES

Renegotiate adjustments to the City Attorney compensation based on new or different information. This alternative is not recommended because this process represents a good faith negotiation between the appointed official and the Council.

ATTACHMENTS

- A - Draft Resolution amending the City Attorney's Employment Contract
- B - Amended Contract of Employment with the City Attorney

RESOLUTION NO. _____ (2024 SERIES)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS
OBISPO, CALIFORNIA, AMENDING A CONTRACT OF EMPLOYMENT
FOR CITY ATTORNEY**

WHEREAS, on January 2, 2010, the City Council approved a contract of employment appointing Christine Dietrick to the position of City Attorney; and

WHEREAS, the City Council conducted a performance evaluation of this appointed official on February 29, 2024, in accordance with the Appointed Officials' Performance Process as modified in December of 2011.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. The City Council hereby approves the amended contract of employment attached hereto as Exhibit A.

R _____

SECTION 2. The City Council shall evaluate the performance of the City Attorney annually.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

Markie Kersten
Assistant City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____

**AMENDED CONTRACT OF EMPLOYMENT WITH
J. CHRISTINE DIETRICK CITY ATTORNEY**

THIS CONTRACT is amended this 2nd day of April 2024 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation and charter city (hereinafter referred to as "CITY"), and J. CHRISTINE DIETRICK, a contract employee (hereinafter referred to as "CHRISTINE DIETRICK");

WITNESSETH:

WHEREAS, Charter Section 701 provides that the SAN LUIS OBISPO CITY COUNCIL (hereinafter referred to as "COUNCIL") is responsible for the appointment and removal of the CITY ATTORNEY, and

WHEREAS, the COUNCIL, on behalf of the CITY acknowledges and accepts the responsibility for supervision of the CITY ATTORNEY; and

WHEREAS, the COUNCIL is desirous of appointing a CITY ATTORNEY and wishes to set the terms and conditions of said employment; and

WHEREAS, CHRISTINE DIETRICK desires to continue in her position of CITY ATTORNEY consistent with certain terms and conditions of said employment, as set forth in this CONTRACT.

NOW, THEREFORE, the parties do mutually agree as follows:

Section 1. Effective Date.

- A. The appointment of CHRISTINE DIETRICK is effective January 1, 2010.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the COUNCIL to terminate the services of CHRISTINE DIETRICK at any time, subject only to San Luis Obispo CITY Charter Section 709 and the provisions set forth in Section 12 of this Contract.
- C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of CHRISTINE DIETRICK to resign at any time from her position with the CITY, subject only to the provision set forth in Section 13 of this Contract.

Section 2. Duties and Salary.

- A. CITY agrees to employ CHRISTINE DIETRICK as full-time CITY ATTORNEY of the City to perform the functions and duties specified in the Charter and Municipal Code and to perform such other legally permissible and proper duties and functions as the COUNCIL may from time to time assign.

- B. COUNCIL agrees to pay CHRISTINE DIETRICK, for her services rendered pursuant hereto, an annual base salary of \$288,392 payable in installments at the same time as the other management employees of the CITY are paid. In addition, COUNCIL agrees to increase said base salary by the cost-of-living adjustment approved by the COUNCIL for all CITY management employees under any successor Management Compensation Resolutions.

Section 3. Benefits.

In addition to the salary set forth in Section 2 of this CONTRACT, CHRISTINE DIETRICK shall be entitled to a car allowance of \$250 per month, a City contribution of 5.0% of salary to a 401(a) supplemental retirement plan, the ability to cash out up to three weeks' vacation once during the calendar year, upon CHRISTINE DIETRICK'S request, and the same benefits as those offered by the CITY to the CITY ATTORNEY, in accordance with the Management Compensation Resolution, Resolution No. 11316 (2022 Series) and any successors.

Section 4. Performance Evaluation.

- A. By April 30, 2010, COUNCIL and CHRISTINE DIETRICK shall establish mutually agreeable written goals, performance objectives, and priorities for the performance period ending March 30, 2011. Further, Council shall conduct an "interim" evaluation by October 29, 2010. An annual formal Council evaluation will be conducted in March of 2011 in accordance with the City's Appointed Official Evaluation Process. Consistent with the schedule outlined above, based on the Appointed Officials Evaluation Process, and subject to performance as assessed by the COUNCIL, the CITY ATTORNEY compensation shall be reviewed by COUNCIL in April 2011 consistent with the Management Pay-for-Performance System in place at that time.
- B. Each calendar year thereafter, COUNCIL shall review and evaluate the performance and compensation of CHRISTINE DIETRICK in accordance with the adopted Appointed Officials Evaluation Process, best management practices, and informed by comparison agency data.

Section 5. Outside Activities, Conduct and Behavior.

- A. CHRISTINE DIETRICK shall not engage in teaching, consulting or other non-CITY connected business without the prior approval of COUNCIL.
- B. CHRISTINE DIETRICK shall comply with all local and state requirements regarding conflicts-of-interest.

Section 6. Dues and Subscriptions.

COUNCIL agrees to budget for and to pay for professional dues and subscriptions of CHRISTINE DIETRICK necessary for her continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the CITY.

Section 7. Professional Development.

- A. COUNCIL hereby agrees to budget for and to pay for travel and subsistence expenses of CHRISTINE DIETRICK for professional and official travel, meetings, and occasions adequate to continue the professional development of CHRISTINE DIETRICK and to adequately pursue necessary official functions for the CITY, including but not limited to the League of California Cities Annual Conference, League of California Cities City Attorneys Department Conference, the Straus Institute for Mediation at Pepperdine University, and such other national, regional, state, and local governmental organizations, groups and/or committees.
- B. COUNCIL also agrees to budget for and to pay for travel and subsistence expenses of CHRISTINE DIETRICK for short courses, institutes, and seminars that are necessary for her professional development and for the good of the CITY.
- C. Other professional development may be agreed upon from time to time between the COUNCIL and CHRISTINE DIETRICK.

Section 8. General Expenses.

COUNCIL recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by the CITY ATTORNEY, and hereby agrees to authorize the Finance Director to reimburse or to pay said general and reasonable expenses, consistent with CITY policies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section 9. Indemnification.

In addition to that required under state and local law, CITY shall defend, save harmless, and indemnify CHRISTINE DIETRICK against any claims, demands, causes of actions, losses, damages, expenses (including but not limited to attorney's fees as may be authorized against public entities or officers consistent with state law) or liability of any kind whether stated in or arising from tort, professional liability or any other legal action or equitable theory, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of CHRISTINE DIETRICK'S duties as CITY ATTORNEY to the fullest extent permitted by law. CITY may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon.

Section 10. Other Terms and Conditions of Employment.

The COUNCIL, in consultation with CHRISTINE DIETRICK, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of CHRISTINE DIETRICK, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this CONTRACT, the CITY Charter or any other law.

Section 11. No Reduction of Pay and/or Benefits.

COUNCIL shall not at any time during the term of this CONTRACT, reduce the salary, compensation or other financial benefits of CHRISTINE DIETRICK, except to the degree of such a reduction across-the-board for all employees of the CITY or CHRISTINE DIETRICK provides written consent to the reduction.

Section 12. Termination and Severance Pay.

- A. In the event CHRISTINE DIETRICK'S employment is terminated by the COUNCIL, or she resigns at the request of a majority of the COUNCIL during such time that she is otherwise willing and able to perform the duties of CITY ATTORNEY, the COUNCIL agrees to pay her a lump sum cash payment equal to nine (9) months compensation (salary and all appointed officials fringe benefits). Additionally, CITY shall extend to CHRISTINE DIETRICK the right to continue and purchase at her expense health insurance pursuant to the terms and condition of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) or any successor legal requirement. CHRISTINE DIETRICK is the CITY ATTORNEY for the purposes of the benefits under the California Joint Powers Insurance Authority of which the CITY is a member. Any associated severance benefit as a result of termination shall be in accordance with the terms and conditions of the California Joint Powers Insurance Authority's Memorandum of Liability Coverage in effect at the time of termination.
- B. In the event that CHRISTINE DIETRICK is terminated for "good cause" the COUNCIL shall have no obligation to pay the lump sum severance payment mentioned above. For the purpose of this CONTRACT, "good cause" shall mean any of the following:
 - 1) Malfeasance, dishonesty for personal gain, willful violation of law, corrupt misconduct, or conviction of any felony.
 - 2) Conviction of a misdemeanor arising directly out of CHRISTINE DIETRICK's duties pursuant to this Agreement.
 - 3) Willful abandonment of duties outlined in this Agreement."Good cause" shall not mean a mere loss of support or confidence by a majority of the COUNCIL.
- C. Any termination of employment shall be done consistent with limitations established in the City Charter Section 709. Additionally, the CITY shall provide a minimum of 30 days prior written notice to CHRISTINE DIETRICK of the intent to terminate this Agreement.

Section 13. Resignation.

In the event CHRISTINE DIETRICK voluntarily resigns her position with the CITY, she shall give the COUNCIL at least two (2) months advance written notice.

Section 14. General Provisions.

- A. The text herein shall constitute the entire CONTRACT between the parties.

- B. This CONTRACT shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.
- C. It is the intent of the COUNCIL that this CONTRACT and the appointment of CHRISTINE DIETRICK as CITY ATTORNEY are in accordance with the requirements and provisions of the Charter. Wherever possible, the provisions of this CONTRACT shall be construed in a manner consistent with the Charter. If any provision of this CONTRACT conflicts with the Charter, the Charter shall control.
- D. If any provision, or any portion thereof, contained in this CONTRACT is held unconstitutional, invalid or unenforceable, the remainder of this CONTRACT, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, CITY and EMPLOYEE have executed this Contract on the day and year first set forth above.

J. CHRISTINE DIETRICK DATE

MAYOR ERICA A. STEWART DATE

ATTEST:

TERESA PURRINGTON DATE
CITY CLERK

APPROVED AS TO FORM:

MARKIE KERSTEN
ASSISTANT CITY ATTORNEY



Council Agenda Correspondence

DATE: April 2, 2024
TO: Mayor and Council
FROM: Greg Hermann, Deputy City Manager
VIA: Derek Johnson, City Manager
SUBJECT: ITEM 6F - 2024 LEGISLATIVE ACTION PLATFORM

Since this item was published, staff received correspondence from the Ad Hoc committee members, Mayor Stewart, and Councilmember Shoresman requesting to add language on the City's support of planning and funding to expand Cal Poly on-campus housing as identified in the Cal Poly Master Plan. Plank 4 in the "Community Development" section of the Draft 2024 Legislative Platform (Attachment B, Page 10) addresses the issue of Cal Poly housing; but recommended changes to expand the language are shown below.

Community Development Plank 4 (*Existing language*):

Support funding of on-campus housing at Cal Poly for students, staff and faculty, and University acquisition of residences for staff and faculty housing.

Updated Community Development Plank 4 (*Proposed changes underlined*):

Support planning and funding of on-campus housing at Cal Poly for students, staff and faculty as identified in the Cal Poly Master Plan and University acquisition of residences for staff and faculty housing.

These changes are reflected in the updated attachments.

ATTACHMENTS

Updated Exhibit A to the Draft Resolution - 2024 Legislation Action Platform (Clean Version)
Updated 2024 Legislative Action Platform (Legislative Version)

2024



CITY OF SAN LUIS OBISPO LEGISLATIVE ACTION PLATFORM

ADOPTED BY CITY COUNCIL RESOLUTION NO.XXXXX (2024 SERIES)

About this Legislative Platform

This Legislative Platform, adopted by the City of San Luis Obispo Council, will establish the City's position on legislative matters of priority and importance to the City.

The Legislative Platform reflects those legislative matters on which the council majority authorizes the Mayor, City Manager and City Attorney to engage in legislative advocacy on behalf of the City without the need for further council review or authority. The council's authorization extends only to advocacy for or against generally applicable legislative proposals (including those pertaining to budget, regulations, policies, and programs) being considered by local, regional, state and/or federal policy makers or regulators consistent with Major City Goals and adopted City policy platforms. It does not otherwise extend to advocacy for or against any individual project, program, or entitlement application pending before any decision-making body, unless specifically noted herein.

The Legislative Platform shall be reviewed regularly and updated on an annual basis. The Legislative Platform shall be published and disseminated widely to promote transparency and awareness among the public.

For emerging issues or situations not outlined in the Legislative Platform, City staff will work with the City Council for further direction.

Contents

Climate Action.....	4
Energy	5
Diversity, Equity, and Inclusion.....	6
Homelessness Resources	7
Community Development.....	10
Economic Development	11
Finance & Governance.....	12
Human Resources/Employee Relations.....	13
Public Safety.....	14
Public Works	15
Parks and Recreation and Natural Resources.....	16
Transportation	17
Utilities.....	19
County/Regional Priorities.....	22

Climate Action

1. Support funding for communities to pay for public infrastructure that meets state greenhouse gas emission reduction goals and adopted City objectives.
2. Support funding to implement programs and related action items contained in local and regional Climate Action Plans to quantitatively reduce greenhouse gas emissions and advocate for regulatory reform, including but not limited to clean technologies, micro-grids, all electric/zero-emission buildings, electrified transportation, behind the meter technology, and natural solutions (e.g., tree planting, open space conservation, and contemporary land management and restoration practices).
3. Support regulatory reform to facilitate the transition to clean technologies, microgrids, low and zero carbon energy generation, and decarbonized buildings.
4. Support legislation and regulation that is aligned with the City's goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
5. Oppose legislation and regulation that limits the City's ability to achieve its goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
6. Support legislation and regulation that is aligned with the policies and programs set forth by the Climate Adaptation and Safety Element including using future projections for climate hazards in planning decisions, investing in community resilience, and adapting built infrastructure and natural ecosystems to climate change hazards and disturbances.
7. Support funding and resources to focus climate investments on programs and projects that support environmental justice, economic and racial equity, and head of household jobs.
8. Support legislation, policies, and regulation that extend producer responsibility for packaging and single-use product manufacturing as to encourage source reduction and the manufacturing of reusable and sustainable products.
9. Support legislation, policies, and regulation that that make waste diversion and reduction more equitable for our residents and businesses.
10. Support legislation that makes recycling organic waste and edible food recovery and distribution more efficient and easily accessible to residents and businesses in need.

Energy

1. Support local communities' broad authority to form and administer Community Choice Energy (CCE) programs, reforming the California Public Utilities Commission (CPUC), and limiting decisions that negatively impact CCEs or otherwise shift the financial impacts of investor-owned utilities to CCEs.
2. Support California Community Choice Associations' (Cal CCA) Regulatory and Legislative Platform, where consistent with the City's legislative platform.
3. Support reform of CPUC policies and state legislation to ensure investor-owned utilities are able and required to provide timely, accurate, and sufficiently detailed energy data.
4. Support reform of CPUC policies and state legislation that supports increased and equitable access to distributed energy resources, including rooftop solar.
5. Support reform of CPUC policies, state regulation, and state legislation that support cost effective zero emission buildings, including support for lower electric rates specific for all-electric buildings, increased value for net energy metering, and increased and equitable access to distributed energy resources, including rooftop solar and battery energy storage systems.
6. Support reform of CPUC policies, state regulation, and state legislation that support low income zero emission buildings, including support for mobile home parks, low-income households, and other disadvantaged community members.
7. Support reform of CPUC policies and state legislation eliminating or reducing departing load charges which discourage the use of alternative energy resources.

Support legislation in alignment with Central Coast Community Energy Policy Board and Operations Board Positions.¹

- a. Support environmental justice and economic equity.
- b. Support 3CE investment in and support for distributed energy resources (e.g., rooftop solar), virtual power plants, demand response, behind the meter technology and energy efficiency.
- c. Support 3CE in evaluating and deploying programs that are climate action force multipliers

¹ The City Council approved the City joining Central Coast Community Energy (3CE) in September 2018 and City representatives have been seated on 3CE's Policy Board, Operations Board, and Community Advisory Council since 2019. This section of the City's Legislative Platform identifies City of San Luis Obispo policy positions on key topics that may come before the various boards and advisory bodies of 3CE. The policy positions contained herein are intended to guide Board member deliberation, and voting and staff review of agenda, but are not an exhaustive list of issues that may arise. These positions are intended to extend only to advocacy for or against generally applicable policy proposals being considered by 3CE and does not extend to advocacy on any individual project or entitlement application pending before any decision-making body, nor does it extend to the larger legislative platform of the City.

- (e.g., tariffed on-bill financing, virtual power plants, etc.).
- d. Support climate mitigation (e.g., emissions reductions), adaptation (e.g., distributed energy resources and grid stability), and resilience (e.g., disaster preparedness).
 - e. Support the inclusion of all segments of the community in policy making and program design processes.
 - f. Support processes that are transparent, collaborative, visible, accessible, and inclusive.
 - g. Support rate, rebate, and revenue structures that create a robust programs budget.
 - h. Support a portfolio of programs that focuses on economic, social, and environmental equity.
 - i. Support a portfolio of programs that focuses on strategic and intentional long-term economic development consistent with sub-regional economic development approaches.
 - j. Support regional climate action and a portfolio of programs that are strategically implemented to achieve regional climate targets.
 - k. Support staffing required to effectively design, advertise, implement, and monitor effectiveness of the agency's project portfolio.
 - l. Support local government access to data, transparent GHG emissions reporting, and sub-annual emissions factors as available.
 - m. Support programs that provide funding, technical support, or legislation that promotes grid independence and resiliency.
 - n. Support processes and governance approaches that provide sufficient time for Board members to fully participate and drive decisions, from inception to implementation.
 - o. Support projects that focus on strategic and intentional regional economic development consistent with regional economic development approaches, when feasible, and with entities that support fair wage practices and maximize benefit to local workforces, when feasible.

Diversity, Equity, and Inclusion

1. Support legislation that creates, expands, and/or provides broad authority to jurisdictions to develop and implement diversity, equity, and inclusion programs, policies, or initiatives to address systemic inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.
2. Support legislation that disrupts anti-immigrant ideologies and centers reforms for advancing access for undocumented individuals' health, well-being, and success.
3. Support education and employment opportunities and development of upward economic mobility and access to programs such as childcare, after-school activities, school's family support networks and supportive services for people aging out of the foster care system.
4. Support increased availability of grant funding for ADA accessibility improvements and connectivity to streets, parks, and other public infrastructure.

5. Support amendments to the California Elections Code to expand safe harbor provisions in response to district elections demands under the California Voting Rights Act to include remedies, in addition to district elections, to enhance quantifiable equity gains in participation and representation in local elections, including, but not limited to cumulative voting, limited voting, ranked choice voting and other voting structures that can be demonstrated to advance voter engagement and equity.
6. Support legislation that furthers jurisdictions to create policies that protect voting rights and work to disrupt voter suppression tactics that disproportionately impact Black, Indigenous, and other communities of color.
7. Support legislation that provides funding sources for appropriate human service agencies that support the mission of the Human Relations Commission.
8. Support legislation and funding to increase affordable and equitable childcare services and activities, and options for working low-income families.
9. Support legislation related to implementation of the Racial Equity Framework² and resources and tools to promote racial equity and address structural racism.
10. Support legislation that creates programs or policies that identify and enhance opportunities for expanded programs that contribute to family friendly workplace environments that may include, but are not limited to leave for reproductive loss, paid parental leave, flextime, and job sharing.
11. Support legislation that advances access and expands funding for services, programs, and/or projects centered in addressing inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.

Homelessness Resources

1. Support legislation and funding for the prevention of homelessness and support of families and individuals vulnerable to becoming homeless.
2. Support funding for project-based, permanent affordable housing.
3. Support funding for the entire housing spectrum (including affordable units, ADUs, Tiny Homes, Temporary Emergency Shelters and family housing, and supportive housing for all unhoused individuals and families including the mentally ill, medically fragile, and aging adults).

² Executive Order [N-16-22](#) establishes the State's authority to develop plans and strategies to advance equity and identify disparities. Within the Executive Order, there are specifics for the Governor's Office of Planning & Research to create the Racial Equity Commission (REC). One of the duties of the REC is to produce a Racial Equity Framework by 2024, which will contain strategies for state, county, and local governments to implement.

4. Advocate for increased flexibility in the use of Federal Funds at the local level to address the full spectrum of services and transitional housing for individuals who are unhoused.
5. Support nonprofit eviction prevention services for low-income individuals and families.
6. Support programs and funding to encourage private market landlords to provide affordable units, participate in housing voucher programs, and upgrade units for energy efficiency.
7. Support additional funding that encourages unique multi-departmental and inter-governmental collaboration to assist individuals experiencing homelessness, such as the City's Community Action Team (CAT) and Mobile Crisis Unit (MCU), as well as Crisis Intervention Training (CIT) for public safety personnel.
8. Support employment services and job training opportunities for individuals who are homeless or at-risk of becoming homeless.
9. Support funding for federal, state, county and local coordination with non-profit and faith-based organizations to prevent and address homelessness.
10. Support funding for the removal and storage of unhoused individual's belongings and the cleaning of sites used by unhoused residents, in alignment with the City's Compassionate Assistance, Mitigation & Prevention (CAMP) Standards and Temporary Storage Guidelines.
11. Support funding and programs that promote whole person care approaches that include access to expanded medical, mental, and behavioral health services, including substance use disorder treatment services, and new approaches to financing health care access and patient wellness to reduce avoidable emergency room visits, hospital stays and readmissions.
12. Support increased funding and statutory authorization for crisis intervention, involuntary assessment and commitment, guardianship control, and health welfare intervention and supervision of those suffering from chronic homelessness, mental illness and addiction, and recognition of mental illness and addiction as contributors to chronic homelessness.
13. Support streamlined protocols and metrics to be used by homeless service providers, local agencies, and other non-governmental partners to capture and share accurate statistics of individuals experiencing homelessness, including vacancy and capacity rates, in-flow and out-flow information, cost-reporting of services provided and rendered, and individuals successfully housed.
14. Oppose legislation that seeks to circumvent local control and consideration of local circumstances and safety of the general public when addressing homelessness.

15. Support legislation, programs, funding, court intervention, and statutory authorization for a unified crisis response system to enhance the ability of the County Behavioral Health Director, crisis response personnel, family members and social service providers to share information necessary for effective treatment interventions and to compel assisted outpatient treatment for a person exiting a conservatorship and those lacking capacity to provide for their own healthcare, shelter and food needs.
16. Support legislation that would allow the courts and crisis intervention personnel to consider a person's medical, addiction and mental health conditions, history of adverse impacts on community health and safety, and capacity of individuals to provide for their own health, shelter, and food needs in mandating program participation in connection with criminal justice and other contacts, including or expansion of the definition of "gravely disabled" under code section 5150 et seq. in evaluating whether an individual is a danger to themselves or others.
17. Support legislation for Mental Health Services Act (MHSA) to allow for flexibility in funds earmarked for "Innovation" programs that are aimed at finding new and different ways to provide services.
18. Support legislation, funding, programs, and policies to help expand capacity in local psychiatric health facilities, delivery of case management, drug, alcohol, and detoxification services and facilities, assisted living beds for medically fragile people, and mental health services for all County residents.
19. Advocate that the County lead in the area of expanding humane shelter and housing opportunities for the unhoused population and expand outreach and case management services specifically tailored to the needs of unhoused individuals in the County to transition out of homelessness.
20. Support the use of data from public safety, City, and regional Community Action Teams (CAT) and Mobile Crisis Units (MCU) outcomes, to advocate that the County allocate new resources to scale up these programs to match the need.
21. Support an effective and efficient implementation of San Luis Obispo County's 5-Year Plan to Address Homelessness.
22. Support state and federal funding of mandates to provide care and services to vulnerable populations.
23. Support legislative efforts to repeal Article 34 of the California Constitution, which requires majority approval by the voters of a city or county for the development, construction, or acquisition of a publicly funded affordable housing project.
24. Support legislation, policies, and programs that expand tenant affordability and stability.

Community Development

1. Support local control of land use planning and zoning matters.
2. Support State and Federal assistance to prevent the loss of housing for those impacted by local, state, or federal disasters.
3. Support reforms of the State mandated HCD Regional Housing Need Allocations process to recognize local resource limitations and align infrastructure and other funding to help communities meet mandated housing requirements.
4. Support planning and funding of on-campus housing at Cal Poly for students, staff and faculty, as identified in the Cal Poly Master Plan and University acquisition of residences for staff and faculty housing.
5. Support increased funding for affordable housing and supportive housing services for very low, low, and moderate income individuals and families in all cities and communities and opposing the erosion of local inclusionary housing and in-lieu fee programs.
6. Support continued funding of National Housing Trust Fund and streamlined and efficient implementation regulations at the state level.
7. Support additional state funding to implement AB 32 (The California Global Warming Solutions Act of 2006) and SB 375 (The Sustainable Communities and Climate Protection Act of 2008) through local general plan updates that implement the regional sustainable communities plan and alternative planning strategy, if needed.
8. Advocate for funding for the identification, acquisition, maintenance and restoration of historic sites and structures.
9. Support continued and expanded funding for the Community Development Block Grant (CDBG) program.
10. Support policies, programs and funding to support opportunities to convert vacant commercial spaces to affordable housing and child care facilities.
11. Support state and federal level down-payment assistance programs and the expansion of below-market rate assistance programs.
12. Support continued local control over mobile home park rent stabilization and local control over the conversion of mobile home parks to other uses to ensure that low-income mobile home park residents

are not involuntarily removed from homes or otherwise subject to involuntary displacement due to economic impacts of parks subdivision or conversion.

13. Encourage the protection, enhancement, and increased production of mobile home park residency opportunities.
14. Advocate for the ability to issue parking citations on private property.
15. Support responsible review and revision of CEQA to ensure sound environmental determinations.
16. Promote pragmatic and clarifying actions to implement Proposition 64 Cannabis legalization, including increased funding for health education, the preservation of local land use decision making, reconciliation of conflicts in state and federal law, and systems for legal banking.
17. Support increased relocation assistance (AB 1482 2019) when a tenant is evicted due to no-fault of their own.
18. Support state and federal approaches to renter protections for rental housing and enforcement of existing renter protections in accordance with the California Civil Codes including but not limited to [Cal. Civ. Code §§ 1940-1954.1](#)
19. Support funding for seismic retrofitting for buildings that haven't been retrofitted.
20. Support and participate in the study period for AB 835 regarding building standards for single exit, single stairway apartment houses.

Economic Development

1. Support state and federal assistance for those people and businesses facing severe economic losses due to pandemic or other disasters.
2. Support regional economic activities except for those that promote weapons or fossil fuel production or distribution activities.
3. Support direct assistance and/or legislation that supports local agencies with recovering costs related to the pandemic or other disasters and stimulate economic development, resiliency, and recovery.
4. Support funding and legislation using tax credits or other incentive programs to encourage research

and development by businesses in California.

5. Support funding and policies for the promotion of California and the City and County of San Luis Obispo as a place to locate businesses that provide head-of-household jobs.
6. Support economic development that is integrated with articulated Major City Goals such as climate action, environmental protection and social justice and diversity objectives.
7. Support funding for the state tourism promotion program.
8. Support the effective and efficient use of all communications technologies including voice, video, data, and information services over wired and wireless transmission technologies and supporting net neutrality.
9. Support telecommunications reform legislation and other measures that preserve local control over public rights-of-way, protect local resources, broadband and telecommunications for all residents and guarantee access to, funding for, and local flexibility in utilizing funds for public, educational and government (PEG) access television.
10. Support the expansion of public infrastructure financing tools and funding for infrastructure.

Finance & Governance

1. Support meaningful fiscal reform that allows each level of government to adequately finance its service responsibilities while continuing to support efforts to protect the City from loss of revenues due to State take-aways and unfunded State or Federal mandates.
2. Oppose initiatives that unduly burden and/or prohibit local government ability to support essential services to the community.
3. Support collection of the full amount of local transient occupancy tax from online sales of lodging.
4. Support the continuation of California Specialized Training Institute activities within San Luis Obispo County.
5. Oppose removal of the municipal bond tax exemption.
6. Support legislation to modernize the Ralph M. Brown Act to provide increased flexibility for remote participation in public meetings by elected and appointed officials and provide increased opportunities for public engagement.

7. Support legislation that furthers SB 1439's intent to restrict "Pay-to-play" campaign financing but provides clarifications and modifications that reduce the administrative burden associated with the implementation as currently written.

Human Resources/Employee Relations

1. Support additional workers' compensation reforms that lower employers' costs while still protecting workers and oppose legislation that would restrict appropriate cost controls in the workers' compensation system.
2. Support pension and retiree health benefits reform efforts, policy changes, and permissible administration decisions aimed at reducing unfunded liabilities, reducing costs, and ensuring the long-term viability of the defined benefit pension system in concert with the League of California Cities and the California Public Employees Retirement System (PERS) Board of Directors.
3. Oppose the expansion of property rights in public employment and procedural requirements that hinder or significantly increase the public costs of effective performance management, including legislation that curtails management rights or obstructs the timely, efficient, and cost-effective implementation of performance management or disciplinary measures.
4. Support legislation to protect the City's continued ability to administer its Cafeteria Benefit Plan and maintain comprehensive health care coverage for eligible employees, in a financially sustainable manner.
5. Support reforms that limit the financial impacts of joint and several liability on public entities.
6. Support the clarification, modification or repeal of AB 646 fact finding requirements and oppose measures that reduces local control over public employee disputes.
7. Oppose measures that curtail management rights or impose local government mandated employee benefits that should be directly negotiated between labor groups and employers.
8. Support Federal legislation to modify, refine, or eliminate Federal Labor Standards Act (FLSA) requirements on public agencies.
9. Support reforms that limit the joint and several liability to agencies who have entered into Joint Powers Agreements (JPAs).
10. Support meaningful statewide and national efforts to make quality health care more affordable and accessible to residents and reduce costs for cities and employers.

Public Safety

1. Support new and continued State and Federal funding for school safety, disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS (Citizen's Options for Public Safety) program, CIT (Crisis Intervention Training) and other public safety activities.
2. Support preservation of the City's authority to investigate police misconduct.
3. Support local control on issuance of concealed weapons permits.
4. Support legislation to help curb drug and alcohol-related criminal behavior and underage consumption.
5. Support legislation to limit or end the sale of all nonflavored and flavored electronic smoking device products, including mint and menthol and to increase enforcement and education related to their use.
6. Oppose new or increased state fees for state-provided law enforcement services.
7. Support the fair and efficient allocation of radio spectrum that provides quality frequencies, free from interference, for all local public safety communication needs.
8. Support efforts to enhance radio and data system(s) stability and interoperability among public safety agencies and jurisdictions.
9. Preserve the City's right to regulate activities with adverse health and safety impacts on local streets, sidewalks, public spaces, and rights-of-way.
10. Support legislation to improve and enhance the safety of cargo transported via rail, including but not limited to: safety enhancements for rail vessel construction with an emphasis on efforts to rapidly improve the safe transport of volatile crude oil and limit the use of older, "grandfathered" containers and vessels; enhancements in remote monitoring and control of railcar speeds; reduction of railcar speeds in populated areas like San Luis Obispo; enhancements in communications, notifications and information dissemination to local governments, especially public safety agencies.
11. Support and expand funding and programs to local jurisdictions to proactively reduce fire risk attributed to heavy vegetative fuels loads, high tree mortality, drought, and climate change to remove diseased, dead and/or down combustible vegetation, thin forests to improve forest health, and create effective defensible space between the undeveloped and developed environments.
12. Support grants and aid to land/property owners with properties one mile or less from natural

vegetation, which are threatened by wind-driven fire events, to harden structures against fire impingement and create sustainable defensible spaces.

13. Support grants and aid to local governments to develop modern evacuation communications systems to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means.
14. Support legislation to preserve and enhance local control, at the city level, for the provision of public safety services, including the scope and provision of medical and non-medical emergency services and legislation that would result in the implementation of a statewide modern earthquake notification and evacuation communications system to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means, which is available for use by local governments at the discretion of local governments.
15. Support uniformity of state and federal regulations of drones and the study and adoption of appropriate local airport protections and public safety exemptions.
16. Support legislation regarding the safe transport and storage of nuclear waste.
17. Support legislation to address the education, funding, and treatment of opioid addiction.
18. Support legislation that expands funding to manage vegetation and fuel sources in the wildland urban interface.
19. Support legislation to provide funding to help communities prepare for response, recovery and be resilient after natural disasters.
20. Support funding to remove unwanted firearms from homes and businesses.
21. Support responsive intervention programs that promote accountability and divert people away from both crime and prison.
22. Support funding and training for emergency response to electrified vehicles and infrastructure.
23. Support legislation and policies that protect and support individuals who are targeted by hate crimes and hate biased incidents.

Public Works

1. Support increased availability of grant funding to replace aging infrastructure of all types, e.g., streets, bridges, water, sewer, parks, and storm sewer systems, etc.

2. Support increased funding for flood protection, clean stormwater, and low impact infrastructure projects.
3. Support cooperation and prompt approval from Federal and State regulatory agencies (such as the Department of Fish & Wildlife, Regional Water Quality Control Board, and the Army Corps of Engineers) for necessary projects involving the City's creek system.
4. Support monetary incentives or grant funding for electric vehicles for replacement of municipal fleet equipment.
5. Support funding and policies that support and enhance active transportation modes such as bicycles, pedestrian, and transit.
6. Support continued protection of SB-1 and other funding for transportation infrastructure maintenance.
7. Support policies and legislation that maintains local control of parking rules, regulations, rates, and citation fees.
8. Support policies and legislation that allow for increased enforcement ability for off-street parking, including but not limited to use of automated parking control devices on public agency owned or operated off-street parking facilities for the purpose of issuing parking violations.
9. Support permanently allowing local governments to use design-build processes and expand the types of projects that cities can use design build and progressive design-build.

Parks and Recreation and Natural Resources

1. Support State and Federal funding and other measures to promote the acquisition, protection, preservation and restoration of natural resources, open space, coastal resources, signature landforms, wetlands, and park development, including continued funding for the Land and Water Conservation Grant Program and for the California Conservation Corps.
2. Support the expansion of National Marine Sanctuary off the coast of San Luis Obispo County to protect this fragile habitat from offshore oil and gas development.
3. Oppose any development under existing or new offshore oil and gas leases off the Coast of San Luis Obispo County.
4. Oppose any development under existing or new oil and gas leases in San Luis Obispo County.

5. Support and seek State and Federal funding and other measures to conduct research and implement land management measures for the purpose of carbon sequestration.
6. Support measures to prohibit discharge of pollutants into the creeks and ocean (e.g., selenium contaminated waters from the San Joaquin valley).
7. Support State and Federal funding and other measures to take advantage of opportunities for land and easement acquisition and enhancement project contracting.
8. Support legislative exemption from property taxes on lands dedicated to open space purposes, which may be outside the boundaries of the jurisdiction owning such lands.
9. Support funding to reduce or mitigate negative impacts to vital regional and community services and enhance public access to parks, open space, after school programming, senior services, facilities that promote physical activity, protect natural resources, and strengthen safety and security.
10. Promote policies that recognize the benefits of parks and recreational facilities in the advancement of "sustainable communities" and curbing greenhouse gas emissions including: strengthening policies that fund parks, open-space, bike lanes and non-motorized trails through the development and implementation of a carbon credit and offset program, and advocating for the strong integration of local and regional park and non-motorized transportation improvements into "Smart Growth Scenarios" pursuant to SB 375 (2008).
11. Support access and connectivity to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.
12. Support extension or permanent legislation at the federal level of enhanced tax deductions for charitable donations of Conservation Easements.
13. Support legislation to limit the opening of protected public lands, e.g., Carrizo Plain, to fossil fuel extraction.

Transportation

1. Support changes in gas tax laws that allow local tax for transportation purposes based on a majority vote of the public, as well as revenue replacement for electric vehicles to support transportation infrastructure.
2. Support the continuation of, and increased funding sources for street maintenance projects, transportation improvements, transit operations and multimodal facility projects.

3. Support funding sources for fleet and transit electrification.
4. Support transportation funding for San Luis Obispo County, in particular funding that provides for alternative modes of transportation with clean air benefits or reductions in Vehicle Miles Traveled (VMT) and greenhouse gases.
5. Support transportation funding and policy that promote regional bike and pedestrian connections between cities and other population centers.
6. Support actions to: (1) promote cooperation and mutual support between metropolitan planning organization (MPO) agencies and local transit providers, and (2) discourage trends toward MPO agencies/regional "control" of local transit providers.
7. Support cooperation of private transportation companies (such as Union Pacific Railroad) to reach agreements for sharing of properly secured right of way corridors for other compatible uses such as bicycle and pedestrian facilities.
8. Oppose the proposed diversion of any funding source for transportation that reduces amounts designated for transit operations.
9. Support funding for projects to implement adopted complete street plans demonstrated to improve public health and reduce greenhouse gas emissions.
10. Support provision of Cap-and-Trade funding for transportation projects.
11. Support increased funding for existing Active Transportation Program (ATP) and other sources of bicycle and pedestrian transportation funding.
12. Support funding for existing and future transportation needs.
13. Support funding strategies to reduce the personal cost of transportation, especially cargo and electric-assist bicycles and their supporting infrastructure.
14. Oppose proposed changes to statistical methodologies such as Metropolitan Statistical Areas that have the potential to reduce funding for transportation improvements.
15. Support improvements of state and federal standards guiding application of street design and traffic control devices to allow more flexibility for local agencies to prioritize safety, particularly for vulnerable road users, and including locations that interface with the state highway system, consistent with calls to action from groups like the National Transportation Safety Board, NACTO and others.

16. Support opportunities for improved coordination between state and local governments to advance common goals and priorities, such as opportunities for partnership projects between the City and Caltrans to advance safety and multimodal improvements to state highway facilities within and in the vicinity of the City.
17. In alignment with the National Association of City Transportation Officials (NACTO), support legislation for a Bike Safety Stop that would authorize a person bicycling to treat a stop sign like a yield sign, giving right-of-way to other traffic at an intersection before proceeding safely through, but without the requirement to come to a full stop.
18. Support consideration of increased funding and options for safe bike and pedestrian crossing of railroad tracks, including bridges, underpasses and controlled at-grade crossings.
19. Support legislation to improve safety features for new motor vehicles, including requirements for side guards on certain trucks and trailers and/or addition of devices that would limit the ability of drivers to unreasonably exceed posted speed limits.
20. Oppose legislation that would modify current restrictions to allow longer or heavier tractor-trailers to use public roadways, which would increase roadway wear and tear and degrade safety for other road users.

Utilities

1. Support clean water and drinking water funding programs.
2. Support recycling, waste diversion, and zero waste programs and enhancing local government's ability to comply with solid waste reduction requirements (includes building of recycling infrastructure and organics / biosolids composting facilities).
3. Support measures that require the State Water Resources Control Board and Regional Water Quality Control Boards establish a process to evaluate, in advance of adoption, the costs of compliance for pending and future regulatory actions on National Pollutant Discharge Elimination System (NPDES) permittees.
4. Support legislation that requires the State's environmental agencies to conduct peer review of proposed regulations to ensure that the proposal is based on sound science.
5. Support the elimination of mandatory minimum penalties for violations of NPDES Requirements and returning discretionary control to the Regional Water Quality Control Board Executive Officers (i.e.,

California Water Code Section 13385[h]).

6. Support measures to ensure reasonableness in the administration of NPDES permit governing City operations, including pursuing a municipal representative on the Regional Water Quality Control Board.
7. Support the safe, responsible, and cost-effective reuse of Exceptional Quality or better biosolids.
8. Support sustainable and resilient energy programs.
9. Support legislation allowing cities/agencies to establish fees for the costs of operating mandated water quality programs such as, but not limited to, municipal storm water and total maximum daily loading.
10. Support federal legislative action and funding to transfer Salinas Reservoir from Army Corps of Engineers Military Project to Army Corps of Engineers Civil Works Project.
11. Support federal and state funding that would allow for transfer of Salinas Reservoir from the Army Corps of Engineers to the County or City of San Luis Obispo.
12. Support water conservation and water use efficiency best management practices.
13. Support amendments to the Urban Water Management Planning Act to recognize past investment in water conservation and the City's ability to comply with SBx7-7 (2009) and other water conservation regulations.
14. Oppose legislation that requires recycled water to be included in water conservation regulations.
15. Oppose mandatory consolidation of water systems.
16. Support the expansion of recycled water production and use, including potable reuse.
17. Support the use of Public Goods Funds for the development and installation of energy saving or green energy generating projects to benefit local government.
18. Oppose legislation that diminishes the City's existing or potential water rights.
19. Support the protection of water resources.
20. Support the protection of our natural resources from invasive species.

21. Support regional water resiliency initiatives.
22. Support streamlined water rights amendment processes for minor water rights permit changes.
23. Support federal and statewide funding of water infrastructure projects.
24. Oppose legislation that inhibits the City's ability to collect water and sewer bills either through terminating service for non-payment or other reasonable means absent public health or safety emergencies.
25. Oppose legislation that restricts water and sewer rates for certain customers to below the cost to provide service based on legitimate public interests such as affordable housing, senior housing, nonprofit public beneficial uses, and/or educational uses.
26. Support amendments to stormwater regulatory requirements to reduce mandatory minimum fines and penalties and the recovery of private attorneys' fees for technical non-compliance issues that do not result in adverse public health impacts or environmental harm.
27. Support stormwater requirements that are related to specific issues and include reasonable implementation timeframes and funding.
28. Support autonomy for management of individual Sustainable Groundwater Management Act designated basins within the county.
29. Support funding for implementation of Groundwater Sustainability Plans including the San Luis Obispo/Edna Valley Basin.
30. Support federal and state policies that require per- or polyfluoroalkyl substances (PFAS) source control and labelling by product manufacturers, producers, packagers, importers, suppliers, or distributors.
31. Support federal and state funding to assist with identification and clean up of per- or polyfluoroalkyl substances (PFAS) contamination in public source water supplies.
32. Support federal or state legislation to protect and limit the liability of passive receivers such as public water and wastewater agencies facing the threat of either USEPA enforcement actions or third-party litigation from the decision to list PFAS as a hazardous substance.
33. Oppose state or local per- or polyfluoroalkyl substances (PFAS) regulations that are more restrictive than federal regulations.

County/Regional Priorities

1. Support County land use policies and practices that are consistent with the Memorandum of Agreement adopted by the City Council and County Board of Supervisors in 2016 regarding development near the edges of the City and opposing inconsistent policies and practices.
2. Encourage participation by County in providing nearby parking for County employees and clients, and alternate transportation and parking demand reduction.
3. Support County development of a local ordinance providing additional local oversight and regulation of the land application of Pollutant Concentration (PC) or better biosolids.
4. Support the San Luis Obispo County Zone 9 Flood Control and Water Conservation District efforts to solve City/County flood problems.
5. Support the San Luis Obispo County Air Pollution Control District's legislative program, where consistent with the City's adopted policies and platform.
6. Support the San Luis Obispo Council of Governments' legislative advocacy activities, where consistent with the City's adopted policies, platform, and public policy and project objectives.
7. Support efforts to enhance dangerous animal regulation and enforcement.
8. Support the streamlining, clarification, and simplification of conflict-of-interest regulations applicable to local officials.
9. Support efforts of other regional entities to join Central Coast Community Energy.
10. Support the Central Coast Regional Energy Network at the County Board of Supervisors, the CPUC, and related relevant entities and supporting pilot projects in the City as feasible.
11. Support regional and regulatory collaboration to fund and support climate change impact projections and coordinate approaches for increasing regional resilience.
12. Support requirements that development outside City jurisdiction have adequate water supplies to support development activities and intensities and does not indirectly impose water service obligations to adjacent municipal water agencies.
13. Support assistance for those experiencing physical and mental health impacts of a pandemic or other disaster.

14. Support the Integrated Waste Management Authority's (IWMA) legislative platform, where consistent with the City's adopted policies, platforms, and public policy and project objectives.
15. Support regional efforts to create a spectrum of housing types (including board and care and housing types that include other supportive services) within the County to house the unhoused.
16. Encourage the County of San Luis Obispo to build complete streets when building new roads, and to upgrade existing roadways to be complete streets.

2024



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Legislative Action
Platform (Legislative
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CITY OF SAN LUIS OBISPO LEGISLATIVE ACTION PLATFORM

ADOPTED BY CITY COUNCIL RESOLUTION NO.XXXXX (2024 SERIES)

About this Legislative Platform

This Legislative Platform, adopted by the City of San Luis Obispo Council, will establish the City's position on legislative matters of priority and importance to the City.

The Legislative Platform reflects those legislative matters on which the council majority authorizes the Mayor, City Manager and City Attorney to engage in legislative advocacy on behalf of the City without the need for further council review or authority. The council's authorization extends only to advocacy for or against generally applicable legislative proposals (including those pertaining to budget, regulations, policies, and programs) being considered by local, regional, state and/or federal policy makers or regulators consistent with Major City Goals and adopted City policy platforms. It does not otherwise extend to advocacy for or against any individual project, program, or entitlement application pending before any decision-making body, unless specifically noted herein.

The Legislative Platform shall be reviewed regularly and updated on an annual basis. The Legislative Platform shall be published and disseminated widely to promote transparency and awareness among the public.

For emerging issues or situations not outlined in the Legislative Platform, City staff will work with the City Council for further direction.

Contents

Climate Action.....	4
Energy	5
Diversity, Equity, and Inclusion.....	6
Homelessness Resources	7
Community Development.....	10
Economic Development	11
Finance & Governance.....	12
Human Resources/Employee Relations.....	13
Public Safety.....	14
Public Works	15
Parks and Recreation and Natural Resources.....	16
Transportation	17
Utilities.....	19
County/Regional Priorities.....	22

Climate Action

1. Support funding for communities to pay for public infrastructure that meets state greenhouse gas emission reduction goals and adopted City objectives.
2. Support funding to implement programs and related action items contained in local and regional Climate Action Plans to quantitatively reduce greenhouse gas emissions and advocate for regulatory reform, including but not limited to clean technologies, micro-grids, all electric/zero-emission buildings, electrified transportation, behind the meter technology, and natural solutions (e.g., tree planting, open space conservation, and contemporary land management and restoration practices).
3. Support regulatory reform to facilitate the transition to clean technologies, microgrids, low and zero carbon energy generation, and decarbonized buildings.
4. Support legislation and regulation that is aligned with the City's goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
5. Oppose legislation and regulation that limits the City's ability to achieve its goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
6. Support legislation and regulation that is aligned with the policies and programs set forth by the Climate Adaptation and Safety Element including using future projections for climate hazards in planning decisions, investing in community resilience, and adapting built infrastructure and natural ecosystems to climate change hazards and disturbances.
7. Support funding and resources to focus climate investments on programs and projects that support environmental justice, economic and racial equity, and head of household jobs.
8. Support legislation, policies, and regulation that extend producer responsibility for packaging and single-use product manufacturing as to encourage source reduction and the manufacturing of reusable and sustainable products.
9. Support legislation, policies, and regulation that that make waste diversion and reduction more equitable for our residents and businesses.
10. Support legislation that makes recycling organic waste and edible food recovery and distribution more efficient and easily accessible to residents and businesses in need.

Energy

1. Support local communities' broad authority to form and administer Community Choice Energy (CCE) programs, reforming the California Public Utilities Commission (CPUC), and limiting decisions that negatively impact CCEs or otherwise shift the financial impacts of investor-owned utilities to CCEs.
2. Support California Community Choice Associations' (Cal CCA) Regulatory and Legislative Platform, where consistent with the City's legislative platform.
3. Support reform of CPUC policies and state legislation to ensure investor-owned utilities are able and required to provide timely, accurate, and sufficiently detailed energy data.
4. Support reform of CPUC policies and state legislation that supports increased and equitable access to distributed energy resources, including rooftop solar.
5. Support reform of CPUC policies, state regulation, and state legislation that support cost effective zero emission buildings, including support for lower electric rates specific for all-electric buildings, increased value for net energy metering, and increased and equitable access to distributed energy resources, including rooftop solar and battery energy storage systems.
6. Support reform of CPUC policies, state regulation, and state legislation that support low income zero emission buildings, including support for mobile home parks, low-income households, and other disadvantaged community members.
7. Support reform of CPUC policies and state legislation eliminating or reducing departing load charges which discourage the use of alternative energy resources.

Support legislation in alignment with Central Coast Community Energy Policy Board and Operations Board Positions.¹

- a. Support environmental justice and economic equity.
- b. Support 3CE investment in and support for distributed energy resources (e.g., rooftop solar), virtual power plants, demand response, behind the meter technology and energy efficiency.
- c. Support 3CE in evaluating and deploying programs that are climate action force multipliers

¹ The City Council approved the City joining Central Coast Community Energy (3CE) in September 2018 and City representatives have been seated on 3CE's Policy Board, Operations Board, and Community Advisory Council since 2019. This section of the City's Legislative Platform identifies City of San Luis Obispo policy positions on key topics that may come before the various boards and advisory bodies of 3CE. The policy positions contained herein are intended to guide Board member deliberation, and voting and staff review of agenda, but are not an exhaustive list of issues that may arise. These positions are intended to extend only to advocacy for or against generally applicable policy proposals being considered by 3CE and does not extend to advocacy on any individual project or entitlement application pending before any decision-making body, nor does it extend to the larger legislative platform of the City.

- (e.g., tariffed on-bill financing, virtual power plants, etc.).
- d. Support climate mitigation (e.g., emissions reductions), adaptation (e.g., distributed energy resources and grid stability), and resilience (e.g., disaster preparedness).
 - e. Support the inclusion of all segments of the community in policy making and program design processes.
 - f. Support processes that are transparent, collaborative, visible, accessible, and inclusive.
 - g. Support rate, rebate, and revenue structures that create a robust programs budget.
 - h. Support a portfolio of programs that focuses on economic, social, and environmental equity.
 - i. Support a portfolio of programs that focuses on strategic and intentional long-term economic development consistent with sub-regional economic development approaches.
 - j. Support regional climate action and a portfolio of programs that are strategically implemented to achieve regional climate targets.
 - k. Support staffing required to effectively design, advertise, implement, and monitor effectiveness of the agency's project portfolio.
 - l. Support local government access to data, transparent GHG emissions reporting, and sub-annual emissions factors as available.
 - m. Support programs that provide funding, technical support, or legislation that promotes grid independence and resiliency.
 - n. Support processes and governance approaches that provide sufficient time for Board members to fully participate and drive decisions, from inception to implementation.
 - o. Support projects that focus on strategic and intentional regional economic development consistent with regional economic development approaches, when feasible, and with entities that support fair wage practices and maximize benefit to local workforces, when feasible.

Diversity, Equity, and Inclusion

1. Support legislation that creates, expands, and/or provides broad authority to jurisdictions to develop and implement diversity, equity, and inclusion programs, policies, or initiatives to address systemic inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.
2. Support legislation that disrupts anti-immigrant ideologies and centers reforms for advancing access for undocumented individuals' health, well-being, and success.
3. Support education and employment opportunities and development of upward economic mobility and access to programs such as childcare, after-school activities, school's family support networks and supportive services for people aging out of the foster care system.
4. Support increased availability of grant funding for ADA accessibility improvements and connectivity to streets, parks, and other public infrastructure.

5. Support amendments to the California Elections Code to expand safe harbor provisions in response to district elections demands under the California Voting Rights Act to include remedies, in addition to district elections, to enhance quantifiable equity gains in participation and representation in local elections, including, but not limited to cumulative voting, limited voting, ranked choice voting and other voting structures that can be demonstrated to advance voter engagement and equity.
6. Support legislation that furthers jurisdictions to create policies that protect voting rights and work to disrupt voter suppression tactics that disproportionately impact Black, Indigenous, and other communities of color.
7. Support legislation that provides funding sources for appropriate human service agencies that support the mission of the Human Relations Commission.
8. Support legislation and funding to increase affordable and equitable childcare services and activities, and options for working low-income families.
9. Support legislation related to implementation of the Racial Equity Framework² and resources and tools to promote racial equity and address structural racism.
10. Support legislation that creates programs or policies that identify and enhance opportunities for expanded programs that contribute to family friendly workplace environments that may include, but are not limited to leave for reproductive loss, paid parental leave, flextime, and job sharing.
11. Support legislation that advances access and expands funding for services, programs, and/or projects centered in addressing inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.

Homelessness Resources

1. Support legislation and funding for the prevention of homelessness and support of families and individuals vulnerable to becoming homeless.
2. Support funding for project-based, permanent affordable housing.
3. Support funding for the entire housing spectrum (including affordable units, ADUs, Tiny Homes, Temporary Emergency Shelters and family housing, and supportive housing for all unhoused individuals and families including the mentally ill, medically fragile, and aging adults).

² Executive Order [N-16-22](#) establishes the State's authority to develop plans and strategies to advance equity and identify disparities. Within the Executive Order, there are specifics for the Governor's Office of Planning & Research to create the Racial Equity Commission (REC). One of the duties of the REC is to produce a Racial Equity Framework by 2024, which will contain strategies for state, county, and local governments to implement.

4. Advocate for increased flexibility in the use of Federal Funds at the local level to address the full spectrum of services and transitional housing for individuals who are unhoused.
5. Support nonprofit eviction prevention services for low-income individuals and families.
6. Support programs and funding to encourage private market landlords to provide affordable units, participate in housing voucher programs, and upgrade units for energy efficiency.
7. Support additional funding that encourages unique multi-departmental and inter-governmental collaboration to assist individuals experiencing homelessness, such as the City's Community Action Team (CAT) and Mobile Crisis Unit (MCU), as well as Crisis Intervention Training (CIT) for public safety personnel.
8. Support employment services and job training opportunities for individuals who are homeless or at-risk of becoming homeless.
9. Support funding for federal, state, county and local coordination with non-profit and faith-based organizations to prevent and address homelessness.
10. Support funding for the removal and storage of unhoused individual's belongings and the cleaning of sites used by unhoused residents, in alignment with the City's Compassionate Assistance, Mitigation & Prevention (CAMP) Standards and Temporary Storage Guidelines.
11. Support funding and programs that promote whole person care approaches that include access to expanded medical, mental, and behavioral health services, including substance use disorder treatment services, and new approaches to financing health care access and patient wellness to reduce avoidable emergency room visits, hospital stays and readmissions.
12. Support increased funding and statutory authorization for crisis intervention, involuntary assessment and commitment, guardianship control, and health welfare intervention and supervision of those suffering from chronic homelessness, mental illness and addiction, and recognition of mental illness and addiction as contributors to chronic homelessness.
13. Support streamlined protocols and metrics to be used by homeless service providers, local agencies, and other non-governmental partners to capture and share accurate statistics of individuals experiencing homelessness, including vacancy and capacity rates, in-flow and out-flow information, cost-reporting of services provided and rendered, and individuals successfully housed.
14. Oppose legislation that seeks to circumvent local control and consideration of local circumstances and safety of the general public when addressing homelessness.

15. Support legislation, programs, funding, court intervention, and statutory authorization for a unified crisis response system to enhance the ability of the County Behavioral Health Director, crisis response personnel, family members and social service providers to share information necessary for effective treatment interventions and to compel assisted outpatient treatment for a person exiting a conservatorship and those lacking capacity to provide for their own healthcare, shelter and food needs.
16. Support legislation that would allow the courts and crisis intervention personnel to consider a person's medical, addiction and mental health conditions, history of adverse impacts on community health and safety, and capacity of individuals to provide for their own health, shelter, and food needs in mandating program participation in connection with criminal justice and other contacts, including or expansion of the definition of "gravely disabled" under code section 5150 et seq. in evaluating whether an individual is a danger to themselves or others.
17. Support legislation for Mental Health Services Act (MHSA) to allow for flexibility in funds earmarked for "Innovation" programs that are aimed at finding new and different ways to provide services.
18. Support legislation, funding, programs, and policies to help expand capacity in local psychiatric health facilities, delivery of case management, drug, alcohol, and detoxification services and facilities, assisted living beds for medically fragile people, and mental health services for all County residents.
19. Advocate that the County lead in the area of expanding humane shelter and housing opportunities for the unhoused population and expand outreach and case management services specifically tailored to the needs of unhoused individuals in the County to transition out of homelessness.
20. Support the use of data from public safety, City, and regional Community Action Teams (CAT) and Mobile Crisis Units (MCU) outcomes, to advocate that the County allocate new resources to scale up these programs to match the need.
21. Support an effective and efficient implementation of San Luis Obispo County's 5-Year Plan to Address Homelessness.
22. Support state and federal funding of mandates to provide care and services to vulnerable populations.
23. Support legislative efforts to repeal Article 34 of the California Constitution, which requires majority approval by the voters of a city or county for the development, construction, or acquisition of a publicly funded affordable housing project.
24. Support legislation, policies, and programs that expand tenant affordability and stability.

Community Development

1. Support local control of land use planning and zoning matters.
2. Support State and Federal assistance to prevent the loss of housing for those impacted by local, state, or federal disasters.
3. Support reforms of the State mandated HCD Regional Housing Need Allocations process to recognize local resource limitations and align infrastructure and other funding to help communities meet mandated housing requirements.
4. Support planning and funding of on-campus housing at Cal Poly for students, staff and faculty, as identified in the Cal Poly Master Plan and University acquisition of residences for staff and faculty housing.
5. Support increased funding for affordable housing and supportive housing services for very low, low, and moderate income individuals and families in all cities and communities and opposing the erosion of local inclusionary housing and in-lieu fee programs.
6. Support continued funding of National Housing Trust Fund and streamlined and efficient implementation regulations at the state level.
7. Support additional state funding to implement AB 32 (The California Global Warming Solutions Act of 2006) and SB 375 (The Sustainable Communities and Climate Protection Act of 2008) through local general plan updates that implement the regional sustainable communities plan and alternative planning strategy, if needed.
8. Advocate for funding for the identification, acquisition, maintenance and restoration of historic sites and structures.
9. Support continued and expanded funding for the Community Development Block Grant (CDBG) program.
10. Support policies, programs and funding to support opportunities to convert vacant commercial spaces to affordable housing and child care facilities.
11. Support state and federal level down-payment assistance programs and the expansion of below-market rate assistance programs.
12. Support continued local control over mobile home park rent stabilization and local control over the conversion of mobile home parks to other uses to ensure that low-income mobile home park residents

are not involuntarily removed from homes or otherwise subject to involuntary displacement due to economic impacts of parks subdivision or conversion.

13. Encourage the protection, enhancement, and increased production of mobile home park residency opportunities.
14. Advocate for the ability to issue parking citations on private property.
15. Support responsible review and revision of CEQA to ensure sound environmental determinations.
16. Promote pragmatic and clarifying actions to implement Proposition 64 Cannabis legalization, including increased funding for health education, the preservation of local land use decision making, reconciliation of conflicts in state and federal law, and systems for legal banking.
17. Support increased relocation assistance (AB 1482 2019) when a tenant is evicted due to no-fault of their own.
18. Support state and federal approaches to renter protections for rental housing and enforcement of existing renter protections in accordance with the California Civil Codes including but not limited to [Cal. Civ. Code §§ 1940-1954.1](#)
19. Support funding for seismic retrofitting for buildings that haven't been retrofitted.
20. Support and participate in the study period for AB 835 regarding building standards for single exit, single stairway apartment houses.

Economic Development

1. Support state and federal assistance for those people and businesses facing severe economic losses due to pandemic or other disasters.
2. Support regional economic activities except for those that promote weapons or fossil fuel production or distribution activities.
3. Support direct assistance and/or legislation that supports local agencies with recovering costs related to the pandemic or other disasters and stimulate economic development, resiliency, and recovery.
4. Support funding and legislation using tax credits or other incentive programs to encourage research

and development by businesses in California.

5. Support funding and policies for the promotion of California and the City and County of San Luis Obispo as a place to locate businesses that provide head-of-household jobs.
6. Support economic development that is integrated with articulated Major City Goals such as climate action, environmental protection and social justice and diversity objectives.
7. Support funding for the state tourism promotion program.
8. Support the effective and efficient use of all communications technologies including voice, video, data, and information services over wired and wireless transmission technologies and supporting net neutrality.
9. Support telecommunications reform legislation and other measures that preserve local control over public rights-of-way, protect local resources, broadband and telecommunications for all residents and guarantee access to, funding for, and local flexibility in utilizing funds for public, educational and government (PEG) access television.
10. Support the expansion of public infrastructure financing tools and funding for infrastructure.

Finance & Governance

1. Support meaningful fiscal reform that allows each level of government to adequately finance its service responsibilities while continuing to support efforts to protect the City from loss of revenues due to State take-aways and unfunded State or Federal mandates.
2. Oppose initiatives that unduly burden and/or prohibit local government ability to support essential services to the community.
3. Support collection of the full amount of local transient occupancy tax from online sales of lodging.
4. Support the continuation of California Specialized Training Institute activities within San Luis Obispo County.
5. Oppose removal of the municipal bond tax exemption.
6. Support legislation to modernize the Ralph M. Brown Act to provide increased flexibility for remote participation in public meetings by elected and appointed officials and provide increased opportunities for public engagement.

7. Support legislation that furthers SB 1439's intent to restrict "Pay-to-play" campaign financing but provides clarifications and modifications that reduce the administrative burden associated with the implementation as currently written.

Human Resources/Employee Relations

1. Support additional workers' compensation reforms that lower employers' costs while still protecting workers and oppose legislation that would restrict appropriate cost controls in the workers' compensation system.
2. Support pension and retiree health benefits reform efforts, policy changes, and permissible administration decisions aimed at reducing unfunded liabilities, reducing costs, and ensuring the long-term viability of the defined benefit pension system in concert with the League of California Cities and the California Public Employees Retirement System (PERS) Board of Directors.
3. Oppose the expansion of property rights in public employment and procedural requirements that hinder or significantly increase the public costs of effective performance management, including legislation that curtails management rights or obstructs the timely, efficient, and cost-effective implementation of performance management or disciplinary measures.
4. Support legislation to protect the City's continued ability to administer its Cafeteria Benefit Plan and maintain comprehensive health care coverage for eligible employees, in a financially sustainable manner.
5. Support reforms that limit the financial impacts of joint and several liability on public entities.
6. Support the clarification, modification or repeal of AB 646 fact finding requirements and oppose measures that reduces local control over public employee disputes.
7. Oppose measures that curtail management rights or impose local government mandated employee benefits that should be directly negotiated between labor groups and employers.
8. Support Federal legislation to modify, refine, or eliminate Federal Labor Standards Act (FLSA) requirements on public agencies.
9. Support reforms that limit the joint and several liability to agencies who have entered into Joint Powers Agreements (JPAs).
10. Support meaningful statewide and national efforts to make quality health care more affordable and accessible to residents and reduce costs for cities and employers.

Public Safety

1. Support new and continued State and Federal funding for school safety, disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS (Citizen's Options for Public Safety) program, CIT (Crisis Intervention Training) and other public safety activities.
2. Support preservation of the City's authority to investigate police misconduct.
3. Support local control on issuance of concealed weapons permits.
4. Support legislation to help curb drug and alcohol-related criminal behavior and underage consumption.
5. Support legislation to limit or end the sale of all nonflavored and flavored electronic smoking device products, including mint and menthol and to increase enforcement and education related to their use.
6. Oppose new or increased state fees for state-provided law enforcement services.
7. Support the fair and efficient allocation of radio spectrum that provides quality frequencies, free from interference, for all local public safety communication needs.
8. Support efforts to enhance radio and data system(s) stability and interoperability among public safety agencies and jurisdictions.
9. Preserve the City's right to regulate activities with adverse health and safety impacts on local streets, sidewalks, public spaces, and rights-of-way.
10. Support legislation to improve and enhance the safety of cargo transported via rail, including but not limited to: safety enhancements for rail vessel construction with an emphasis on efforts to rapidly improve the safe transport of volatile crude oil and limit the use of older, "grandfathered" containers and vessels; enhancements in remote monitoring and control of railcar speeds; reduction of railcar speeds in populated areas like San Luis Obispo; enhancements in communications, notifications and information dissemination to local governments, especially public safety agencies.
11. Support and expand funding and programs to local jurisdictions to proactively reduce fire risk attributed to heavy vegetative fuels loads, high tree mortality, drought, and climate change to remove diseased, dead and/or down combustible vegetation, thin forests to improve forest health, and create effective defensible space between the undeveloped and developed environments.
12. Support grants and aid to land/property owners with properties one mile or less from natural

vegetation, which are threatened by wind-driven fire events, to harden structures again fire impingement and create sustainable defensible spaces.

13. Support grants and aid to local governments to develop modern evacuation communications systems to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means.
14. Support legislation to preserve and enhance local control, at the city level, for the provision of public safety services, including the scope and provision of medical and non-medical emergency services and legislation that would result in the implementation of a statewide modern earthquake notification and evacuation communications system to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means, which is available for use by local governments at the discretion of local governments.
15. Support uniformity of state and federal regulations of drones and the study and adoption of appropriate local airport protections and public safety exemptions.
16. Support legislation regarding the safe transport and storage of nuclear waste.
17. Support legislation to address the education, funding, and treatment of opioid addiction.
18. Support legislation that expands funding to manage vegetation and fuel sources in the wildland urban interface.
19. Support legislation to provide funding to help communities prepare for response, recovery and be resilient after natural disasters.
20. Support funding to remove unwanted firearms from homes and businesses.
21. Support responsive intervention programs that promote accountability and divert people away from both crime and prison.
22. Support funding and training for emergency response to electrified vehicles and infrastructure.
23. Support legislation and policies that protect and support individuals who are targeted by hate crimes and hate biased incidents.

Public Works

1. Support increased availability of grant funding to replace aging infrastructure of all types, e.g., streets, bridges, water, sewer, parks, and storm sewer systems, etc.

2. Support increased funding for flood protection, clean stormwater, and low impact infrastructure projects.
3. Support cooperation and prompt approval from Federal and State regulatory agencies (such as the Department of Fish & Wildlife, Regional Water Quality Control Board, and the Army Corps of Engineers) for necessary projects involving the City's creek system.
4. Support monetary incentives or grant funding for electric vehicles for replacement of municipal fleet equipment.
5. Support funding and policies that support and enhance active transportation modes such as bicycles, pedestrian, and transit.
6. Support continued protection of SB-1 and other funding for transportation infrastructure maintenance.
7. Support policies and legislation that maintains local control of parking rules, regulations, rates, and citation fees.
8. Support policies and legislation that allow for increased enforcement ability for off-street parking, including but not limited to use of automated parking control devices on public agency owned or operated off-street parking facilities for the purpose of issuing parking violations.
9. Support permanently allowing local governments to use design-build processes and expand the types of projects that cities can use design build and progressive design-build.

Parks and Recreation and Natural Resources

1. Support State and Federal funding and other measures to promote the acquisition, protection, preservation and restoration of natural resources, open space, coastal resources, signature landforms, wetlands, and park development, including continued funding for the Land and Water Conservation Grant Program and for the California Conservation Corps.
2. Support the expansion of National Marine Sanctuary off the coast of San Luis Obispo County to protect this fragile habitat from offshore oil and gas development.
3. Oppose any development under existing or new offshore oil and gas leases off the Coast of San Luis Obispo County.
4. Oppose any development under existing or new oil and gas leases in San Luis Obispo County.

5. Support and seek State and Federal funding and other measures to conduct research and implement land management measures for the purpose of carbon sequestration.
6. Support measures to prohibit discharge of pollutants into the creeks and ocean (e.g., selenium contaminated waters from the San Joaquin valley).
7. Support State and Federal funding and other measures to take advantage of opportunities for land and easement acquisition and enhancement project contracting.
8. Support legislative exemption from property taxes on lands dedicated to open space purposes, which may be outside the boundaries of the jurisdiction owning such lands.
9. Support funding to reduce or mitigate negative impacts to vital regional and community services and enhance public access to parks, open space, after school programming, senior services, facilities that promote physical activity, protect natural resources, and strengthen safety and security.
10. Promote policies that recognize the benefits of parks and recreational facilities in the advancement of "sustainable communities" and curbing greenhouse gas emissions including: strengthening policies that fund parks, open-space, bike lanes and non-motorized trails through the development and implementation of a carbon credit and offset program, and advocating for the strong integration of local and regional park and non-motorized transportation improvements into "Smart Growth Scenarios" pursuant to SB 375 (2008).
11. Support access and connectivity to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.
12. Support extension or permanent legislation at the federal level of enhanced tax deductions for charitable donations of Conservation Easements.
13. Support legislation to limit the opening of protected public lands, e.g., Carrizo Plain, to fossil fuel extraction.

Transportation

1. Support changes in gas tax laws that allow local tax for transportation purposes based on a majority vote of the public, as well as revenue replacement for electric vehicles to support transportation infrastructure.
2. Support the continuation of, and increased funding sources for street maintenance projects, transportation improvements, transit operations and multimodal facility projects.

3. Support funding sources for fleet and transit electrification.
4. Support transportation funding for San Luis Obispo County, in particular funding that provides for alternative modes of transportation with clean air benefits or reductions in Vehicle Miles Traveled (VMT) and greenhouse gases.
5. Support transportation funding and policy that promote regional bike and pedestrian connections between cities and other population centers.
6. Support actions to: (1) promote cooperation and mutual support between metropolitan planning organization (MPO) agencies and local transit providers, and (2) discourage trends toward MPO agencies/regional "control" of local transit providers.
7. Support cooperation of private transportation companies (such as Union Pacific Railroad) to reach agreements for sharing of properly secured right of way corridors for other compatible uses such as bicycle and pedestrian facilities.
8. Oppose the proposed diversion of any funding source for transportation that reduces amounts designated for transit operations.
9. Support funding for projects to implement adopted complete street plans demonstrated to improve public health and reduce greenhouse gas emissions.
10. Support provision of Cap-and-Trade funding for transportation projects.
11. Support increased funding for existing Active Transportation Program (ATP) and other sources of bicycle and pedestrian transportation funding.
12. Support funding for existing and future transportation needs.
13. Support funding strategies to reduce the personal cost of transportation, especially cargo and electric-assist bicycles and their supporting infrastructure.
14. Oppose proposed changes to statistical methodologies such as Metropolitan Statistical Areas that have the potential to reduce funding for transportation improvements.
15. Support improvements of state and federal standards guiding application of street design and traffic control devices to allow more flexibility for local agencies to prioritize safety, particularly for vulnerable road users, and including locations that interface with the state highway system, consistent with calls to action from groups like the National Transportation Safety Board, NACTO and others.

16. Support opportunities for improved coordination between state and local governments to advance common goals and priorities, such as opportunities for partnership projects between the City and Caltrans to advance safety and multimodal improvements to state highway facilities within and in the vicinity of the City.
17. In alignment with the National Association of City Transportation Officials (NACTO), support legislation for a Bike Safety Stop that would authorize a person bicycling to treat a stop sign like a yield sign, giving right-of-way to other traffic at an intersection before proceeding safely through, but without the requirement to come to a full stop.
18. Support consideration of increased funding and options for safe bike and pedestrian crossing of railroad tracks, including bridges, underpasses and controlled at-grade crossings.
19. Support legislation to improve safety features for new motor vehicles, including requirements for side guards on certain trucks and trailers and/or addition of devices that would limit the ability of drivers to unreasonably exceed posted speed limits.
20. Oppose legislation that would modify current restrictions to allow longer or heavier tractor-trailers to use public roadways, which would increase roadway wear and tear and degrade safety for other road users.

Utilities

1. Support clean water and drinking water funding programs.
2. Support recycling, waste diversion, and zero waste programs and enhancing local government's ability to comply with solid waste reduction requirements (includes building of recycling infrastructure and organics / biosolids composting facilities).
3. Support measures that require the State Water Resources Control Board and Regional Water Quality Control Boards establish a process to evaluate, in advance of adoption, the costs of compliance for pending and future regulatory actions on National Pollutant Discharge Elimination System (NPDES) permittees.
4. Support legislation that requires the State's environmental agencies to conduct peer review of proposed regulations to ensure that the proposal is based on sound science.
5. Support the elimination of mandatory minimum penalties for violations of NPDES Requirements and returning discretionary control to the Regional Water Quality Control Board Executive Officers (i.e.,

California Water Code Section 13385[h]).

6. Support measures to ensure reasonableness in the administration of NPDES permit governing City operations, including pursuing a municipal representative on the Regional Water Quality Control Board.
7. Support the safe, responsible, and cost-effective reuse of Exceptional Quality or better biosolids.
8. Support sustainable and resilient energy programs.
9. Support legislation allowing cities/agencies to establish fees for the costs of operating mandated water quality programs such as, but not limited to, municipal storm water and total maximum daily loading.
10. Support federal legislative action and funding to transfer Salinas Reservoir from Army Corps of Engineers Military Project to Army Corps of Engineers Civil Works Project.
11. Support federal and state funding that would allow for transfer of Salinas Reservoir from the Army Corps of Engineers to the County or City of San Luis Obispo.
12. Support water conservation and water use efficiency best management practices.
13. Support amendments to the Urban Water Management Planning Act to recognize past investment in water conservation and the City's ability to comply with SBx7-7 (2009) and other water conservation regulations.
14. Oppose legislation that requires recycled water to be included in water conservation regulations.
15. Oppose mandatory consolidation of water systems.
16. Support the expansion of recycled water production and use, including potable reuse.
17. Support the use of Public Goods Funds for the development and installation of energy saving or green energy generating projects to benefit local government.
18. Oppose legislation that diminishes the City's existing or potential water rights.
19. Support the protection of water resources.
20. Support the protection of our natural resources from invasive species.

21. Support regional water resiliency initiatives.
22. Support streamlined water rights amendment processes for minor water rights permit changes.
23. Support federal and statewide funding of water infrastructure projects.
24. Oppose legislation that inhibits the City's ability to collect water and sewer bills either through terminating service for non-payment or other reasonable means absent public health or safety emergencies.
25. Oppose legislation that restricts water and sewer rates for certain customers to below the cost to provide service based on legitimate public interests such as affordable housing, senior housing, nonprofit public beneficial uses, and/or educational uses.
26. Support amendments to stormwater regulatory requirements to reduce mandatory minimum fines and penalties and the recovery of private attorneys' fees for technical non-compliance issues that do not result in adverse public health impacts or environmental harm.
27. Support stormwater requirements that are related to specific issues and include reasonable implementation timeframes and funding.
28. Support autonomy for management of individual Sustainable Groundwater Management Act designated basins within the county.
29. Support funding for implementation of Groundwater Sustainability Plans including the San Luis Obispo/Edna Valley Basin.
30. Support federal and state policies that require per- or polyfluoroalkyl substances (PFAS) source control and labelling by product manufacturers, producers, packagers, importers, suppliers, or distributors.
31. Support federal and state funding to assist with identification and clean up of per- or polyfluoroalkyl substances (PFAS) contamination in public source water supplies.
32. Support federal or state legislation to protect and limit the liability of passive receivers such as public water and wastewater agencies facing the threat of either USEPA enforcement actions or third-party litigation from the decision to list PFAS as a hazardous substance.
33. Oppose state or local per- or polyfluoroalkyl substances (PFAS) regulations that are more restrictive than federal regulations.

County/Regional Priorities

1. Support County land use policies and practices that are consistent with the Memorandum of Agreement adopted by the City Council and County Board of Supervisors in 2016 regarding development near the edges of the City and opposing inconsistent policies and practices.
2. Encourage participation by County in providing nearby parking for County employees and clients, and alternate transportation and parking demand reduction.
3. Support County development of a local ordinance providing additional local oversight and regulation of the land application of Pollutant Concentration (PC) or better biosolids.
4. Support the San Luis Obispo County Zone 9 Flood Control and Water Conservation District efforts to solve City/County flood problems.
5. Support the San Luis Obispo County Air Pollution Control District's legislative program, where consistent with the City's adopted policies and platform.
6. Support the San Luis Obispo Council of Governments' legislative advocacy activities, where consistent with the City's adopted policies, platform, and public policy and project objectives.
7. Support efforts to enhance dangerous animal regulation and enforcement.
8. Support the streamlining, clarification, and simplification of conflict-of-interest regulations applicable to local officials.
9. Support efforts of other regional entities to join Central Coast Community Energy.
10. Support the Central Coast Regional Energy Network at the County Board of Supervisors, the CPUC, and related relevant entities and supporting pilot projects in the City as feasible.
11. Support regional and regulatory collaboration to fund and support climate change impact projections and coordinate approaches for increasing regional resilience.
12. Support requirements that development outside City jurisdiction have adequate water supplies to support development activities and intensities and does not indirectly impose water service obligations to adjacent municipal water agencies.
13. Support assistance for those experiencing physical and mental health impacts of a pandemic or other disaster.

14. Support the Integrated Waste Management Authority's (IWMA) legislative platform, where consistent with the City's adopted policies, platforms, and public policy and project objectives.
15. Support regional efforts to create a spectrum of housing types (including board and care and housing types that include other supportive services) within the County to house the unhoused.
16. Encourage the County of San Luis Obispo to build complete streets when building new roads, and to upgrade existing roadways to be complete streets.



Department: Administration
Cost Center: 1001
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Natalie Harnett, Policy and Project Manager

SUBJECT: 2024 LEGISLATIVE ADVOCACY PLATFORM

RECOMMENDATION

1. As recommended by Mayor Stewart and Council Member Shoresman, adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, establishing a City Legislative Action Platform for 2024 and appointing the Council Member and Staff to act as a liaison between the City of San Luis Obispo and the League of California Cities"; and
2. Appoint the Mayor, City Manager, and the City Attorney to act as the primary legislative liaisons between the League of California Cities and the City of San Luis Obispo.

POLICY CONTEXT

The legislative platform is a tool to promote the efficient use of staff and the Council time while also ensuring the City is actively engaged on relevant legislative issues. City Council approval is required for any modifications to the platform and is updated through an annual review process. The City will be providing a copy of the City's Legislative Platform to Federal and State legislators and will also be sharing a copy with the County Board of Supervisors.

DISCUSSION

Attached for Council's consideration is a Resolution (Attachment A) establishing the City's 2024 Legislative Action Platform. Similar resolutions have been adopted by the Council since 1993. The City Administration and IT Department coordinates the Legislative Action Program and assistance from the Attorney's Office and other City departments, as appropriate. This Resolution authorizes staff to respond to legislative issues affecting the City (via letters signed by the Mayor, City Manager and occasionally, Department Heads), provided that the positions taken in the letters are consistent with the priorities identified in Exhibit A to the Resolution (Attachment B) and League of California Cities advocacy efforts.

By establishing a broad legislative platform and delegating responsibility to the Mayor and staff to respond to proposed legislation and recommendations from the League of California Cities, the City is better able to react quickly to changing circumstances and urgent requests than it would be if each item were brought to the Council at its regular meetings. The process is considered a best practice, has been efficient given the limited City resources available, and the City continues to be very active in communicating its positions on Federal and State legislation.

During the January 9, 2024 City Council meeting the Council appointed Mayor Stewart and Council Member Shoresman to an Ad Hoc Committee to review the 2024 Legislative Platform. Staff reviewed the Legislative Platform and suggested edits based on their subject matter expertise. On February 27, 2024, the Ad Hoc Committee met after they had reviewed the platform and suggested additional edits. The Ad Hoc Committee made several changes to the platform that mostly expanded upon previous items in the platform.

In addition to Council's substantive direction on the platform, edits were also made to the introduction section of the platform to provide more context on the platform and clarify the scope. Historically, and as affirmed by the City Councils of the last four years, the platform has been utilized primarily to advocate for or against a particular piece of legislation and not for or against a particular project or permitting application (adjudicative acts before other jurisdictions' legislative bodies). This is still the intent of the platform, but the language was clarified to include legislative proposals including those related to budget, regulations, policies, and programs. All changes, including language clean-ups and issue consolidations, are shown in the legislative draft of the 2024 Platform attached to this report (Attachment C).

Previous Council or Advisory Body Action

The City Council discussed this item at the January 9, 2024 meeting and appointed the Ad Hoc Committee. On February 27, 2024, the Ad Hoc Committee met after they had reviewed the platform and suggested additional edits.

Similar resolutions have been adopted by the Council since 1993 following the advice and example of other cities (1993 Staff Report). The most recent Legislative Action Platform was approved on April 2, 2023.

Legislative Liaison Appointments

The League of California Cities encourages cities to appoint a Council Member and a staff person to act as legislative liaisons between the League and the City. As has been past practice, staff recommends that Mayor Erica A. Stewart act as the Council Legislative Liaison and the City Manager and the City Attorney serve as the Staff Liaisons.

Public Engagement

Public comment on the item can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

In preparing this year’s draft platform, input was solicited from all City departments and several additions and clarifications were recommended.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2023-24

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	N/A	N/A	N/A	N/A

Because no additional staff work is anticipated as a result of this ongoing program, no new fiscal impact will be incurred that was not already included in the current budget appropriation.

ALTERNATIVES

The Council may wish to include other issues, not included in the current draft. However, it is important to note that the Legislative Platform allows the City to take action on any bills and other measures formally supported by the League of California Cities. It is staff’s recommendation that the desired additions to the Platform are generally crafted and flexible to allow for quick responses to legislation important to cities.

ATTACHMENTS

- A - Draft Resolution adopting the 2024 Legislative Platform
- B - Exhibit A to the Draft Resolution – 2024 Legislative Action Platform (Clean Version)
- C - 2024 Legislative Action Platform (Legislative Version)

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, ESTABLISHING THE CITY LEGISLATIVE ACTION PLATFORM FOR 2024 AND APPOINTING THE COUNCIL MEMBER AND STAFF PERSON TO ACT AS LIAISON BETWEEN THE CITY OF SAN LUIS OBISPO AND THE LEAGUE OF CALIFORNIA CITIES

WHEREAS, a major objective of the City Council is to adopt an aggressive legislative action platform which strengthens local government, promotes City goals and defends the City against legislative actions by State and Federal governments that would weaken local government and/or take away traditional revenue sources; and

WHEREAS, it is vital to the fiscal health and the self determination of the City to effectively communicate with State Legislators and Federal representatives in order to favorably influence State and Federal legislation, regulations and grant requests; and

WHEREAS, the League of California Cities conducts a legislative analysis and advocacy program on behalf of cities for State issues and major Federal issues; and

WHEREAS, the City desires to be proactive and involved in the governmental decision-making processes directly affecting the City legislative priorities identified in Exhibit A, and other selected issues as may from time to time be recommended by the League of California Cities; and

WHEREAS, the City Council considered an update to the Legislative Action Platform on January 8, 2024 and formed an Ad-Hoc Subcommittee consisting of Mayor Stewart and Councilmember Shoresman to provide further review and changes in response to Council and public input; and

WHEREAS, on February 27, 2024 the Ad-Hoc Subcommittee reviewed staff recommended changes in response the the Council and public input; and

WHEREAS, a key component of the City's Legislative Action Platform is face-to face meetings between City representatives and elected officials at the Federal, State, and County levels, and coordination with similar efforts made by other local government entities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

R _____

SECTION 1. Establish the Legislative Action Platform for 2024 as set forth in the attached Exhibit "A" and authorize the Mayor and designated staff to take positions on legislation generally consistent with the Legislative Action Platform and such other resolutions and recommendations of the League of California Cities as may be from time to time presented to the City.

Upon motion of _____, seconded by _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington,
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick,
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington,
City Clerk

R _____

2024



CITY OF SAN LUIS OBISPO LEGISLATIVE ACTION PLATFORM

ADOPTED BY CITY COUNCIL RESOLUTION NO.XXXXX (2024 SERIES)

About this Legislative Platform

This Legislative Platform, adopted by the City of San Luis Obispo Council, will establish the City's position on legislative matters of priority and importance to the City.

The Legislative Platform reflects those legislative matters on which the council majority authorizes the Mayor, City Manager and City Attorney to engage in legislative advocacy on behalf of the City without the need for further council review or authority. The council's authorization extends only to advocacy for or against generally applicable legislative proposals (including those pertaining to budget, regulations, policies, and programs) being considered by local, regional, state and/or federal policy makers or regulators consistent with Major City Goals and adopted City policy platforms. It does not otherwise extend to advocacy for or against any individual project, program, or entitlement application pending before any decision-making body, unless specifically noted herein.

The Legislative Platform shall be reviewed regularly and updated on an annual basis. The Legislative Platform shall be published and disseminated widely to promote transparency and awareness among the public.

For emerging issues or situations not outlined in the Legislative Platform, City staff will work with the City Council for further direction.

Contents

Climate Action.....	4
Energy	5
Diversity, Equity, and Inclusion.....	6
Homelessness Resources	7
Community Development.....	10
Economic Development	11
Finance & Governance	12
Human Resources/Employee Relations.....	13
Public Safety.....	14
Public Works	15
Parks and Recreation and Natural Resources.....	16
Transportation	17
Utilities	19
County/Regional Priorities.....	22

Climate Action

1. Support funding for communities to pay for public infrastructure that meets state greenhouse gas emission reduction goals and adopted City objectives.
2. Support funding to implement programs and related action items contained in local and regional Climate Action Plans to quantitatively reduce greenhouse gas emissions and advocate for regulatory reform, including but not limited to clean technologies, micro-grids, all electric/zero-emission buildings, electrified transportation, behind the meter technology, and natural solutions (e.g., tree planting, open space conservation, and contemporary land management and restoration practices).
3. Support regulatory reform to facilitate the transition to clean technologies, microgrids, low and zero carbon energy generation, and decarbonized buildings.
4. Support legislation and regulation that is aligned with the City's goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
5. Oppose legislation and regulation that limits the City's ability to achieve its goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
6. Support legislation and regulation that is aligned with the policies and programs set forth by the Climate Adaptation and Safety Element including using future projections for climate hazards in planning decisions, investing in community resilience, and adapting built infrastructure and natural ecosystems to climate change hazards and disturbances.
7. Support funding and resources to focus climate investments on programs and projects that support environmental justice, economic and racial equity, and head of household jobs.
8. Support legislation, policies, and regulation that extend producer responsibility for packaging and single-use product manufacturing as to encourage source reduction and the manufacturing of reusable and sustainable products.
9. Support legislation, policies, and regulation that that make waste diversion and reduction more equitable for our residents and businesses.
10. Support legislation that makes recycling organic waste and edible food recovery and distribution more efficient and easily accessible to residents and businesses in need.

Energy

1. Support local communities' broad authority to form and administer Community Choice Energy (CCE) programs, reforming the California Public Utilities Commission (CPUC), and limiting decisions that negatively impact CCEs or otherwise shift the financial impacts of investor-owned utilities to CCEs.
2. Support California Community Choice Associations' (Cal CCA) Regulatory and Legislative Platform, where consistent with the City's legislative platform.
3. Support reform of CPUC policies and state legislation to ensure investor-owned utilities are able and required to provide timely, accurate, and sufficiently detailed energy data.
4. Support reform of CPUC policies and state legislation that supports increased and equitable access to distributed energy resources, including rooftop solar.
5. Support reform of CPUC policies, state regulation, and state legislation that support cost effective zero emission buildings, including support for lower electric rates specific for all-electric buildings, increased value for net energy metering, and increased and equitable access to distributed energy resources, including rooftop solar and battery energy storage systems.
6. Support reform of CPUC policies, state regulation, and state legislation that support low income zero emission buildings, including support for mobile home parks, low-income households, and other disadvantaged community members.
7. Support reform of CPUC policies and state legislation eliminating or reducing departing load charges which discourage the use of alternative energy resources.

Support legislation in alignment with Central Coast Community Energy Policy Board and Operations Board Positions.¹

- a. Support environmental justice and economic equity.
- b. Support 3CE investment in and support for distributed energy resources (e.g., rooftop solar), virtual power plants, demand response, behind the meter technology and energy efficiency.
- c. Support 3CE in evaluating and deploying programs that are climate action force multipliers

¹ The City Council approved the City joining Central Coast Community Energy (3CE) in September 2018 and City representatives have been seated on 3CE's Policy Board, Operations Board, and Community Advisory Council since 2019. This section of the City's Legislative Platform identifies City of San Luis Obispo policy positions on key topics that may come before the various boards and advisory bodies of 3CE. The policy positions contained herein are intended to guide Board member deliberation, and voting and staff review of agenda, but are not an exhaustive list of issues that may arise. These positions are intended to extend only to advocacy for or against generally applicable policy proposals being considered by 3CE and does not extend to advocacy on any individual project or entitlement application pending before any decision-making body, nor does it extend to the larger legislative platform of the City.

- (e.g., tariffed on-bill financing, virtual power plants, etc.).
- d. Support climate mitigation (e.g., emissions reductions), adaptation (e.g., distributed energy resources and grid stability), and resilience (e.g., disaster preparedness).
 - e. Support the inclusion of all segments of the community in policy making and program design processes.
 - f. Support processes that are transparent, collaborative, visible, accessible, and inclusive.
 - g. Support rate, rebate, and revenue structures that create a robust programs budget.
 - h. Support a portfolio of programs that focuses on economic, social, and environmental equity.
 - i. Support a portfolio of programs that focuses on strategic and intentional long-term economic development consistent with sub-regional economic development approaches.
 - j. Support regional climate action and a portfolio of programs that are strategically implemented to achieve regional climate targets.
 - k. Support staffing required to effectively design, advertise, implement, and monitor effectiveness of the agency's project portfolio.
 - l. Support local government access to data, transparent GHG emissions reporting, and sub-annual emissions factors as available.
 - m. Support programs that provide funding, technical support, or legislation that promotes grid independence and resiliency.
 - n. Support processes and governance approaches that provide sufficient time for Board members to fully participate and drive decisions, from inception to implementation.
 - o. Support projects that focus on strategic and intentional regional economic development consistent with regional economic development approaches, when feasible, and with entities that support fair wage practices and maximize benefit to local workforces, when feasible.

Diversity, Equity, and Inclusion

1. Support legislation that creates, expands, and/or provides broad authority to jurisdictions to develop and implement diversity, equity, and inclusion programs, policies, or initiatives to address systemic inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.
2. Support legislation that disrupts anti-immigrant ideologies and centers reforms for advancing access for undocumented individuals' health, well-being, and success.
3. Support education and employment opportunities and development of upward economic mobility and access to programs such as childcare, after-school activities, school's family support networks and supportive services for people aging out of the foster care system.
4. Support increased availability of grant funding for ADA accessibility improvements and connectivity to streets, parks, and other public infrastructure.

5. Support amendments to the California Elections Code to expand safe harbor provisions in response to district elections demands under the California Voting Rights Act to include remedies, in addition to district elections, to enhance quantifiable equity gains in participation and representation in local elections, including, but not limited to cumulative voting, limited voting, ranked choice voting and other voting structures that can be demonstrated to advance voter engagement and equity.
6. Support legislation that furthers jurisdictions to create policies that protect voting rights and work to disrupt voter suppression tactics that disproportionately impact Black, Indigenous, and other communities of color.
7. Support legislation that provides funding sources for appropriate human service agencies that support the mission of the Human Relations Commission.
8. Support legislation and funding to increase affordable and equitable childcare services and activities, and options for working low-income families.
9. Support legislation related to implementation of the Racial Equity Framework² and resources and tools to promote racial equity and address structural racism.
10. Support legislation that creates programs or policies that identify and enhance opportunities for expanded programs that contribute to family friendly workplace environments that may include, but are not limited to leave for reproductive loss, paid parental leave, flextime, and job sharing.
11. Support legislation that advances access and expands funding for services, programs, and/or projects centered in addressing inequities that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities.

Homelessness Resources

1. Support legislation and funding for the prevention of homelessness and support of families and individuals vulnerable to becoming homeless.
2. Support funding for project-based, permanent affordable housing.
3. Support funding for the entire housing spectrum (including affordable units, ADUs, Tiny Homes, Temporary Emergency Shelters and family housing, and supportive housing for all unhoused individuals and families including the mentally ill, medically fragile, and aging adults).

² Executive Order [N-16-22](#) establishes the State's authority to develop plans and strategies to advance equity and identify disparities. Within the Executive Order, there are specifics for the Governor's Office of Planning & Research to create the Racial Equity Commission (REC). One of the duties of the REC is to produce a Racial Equity Framework by 2024, which will contain strategies for state, county, and local governments to implement.

4. Advocate for increased flexibility in the use of Federal Funds at the local level to address the full spectrum of services and transitional housing for individuals who are unhoused.
5. Support nonprofit eviction prevention services for low-income individuals and families.
6. Support programs and funding to encourage private market landlords to provide affordable units, participate in housing voucher programs, and upgrade units for energy efficiency.
7. Support additional funding that encourages unique multi-departmental and inter-governmental collaboration to assist individuals experiencing homelessness, such as the City's Community Action Team (CAT) and Mobile Crisis Unit (MCU), as well as Crisis Intervention Training (CIT) for public safety personnel.
8. Support employment services and job training opportunities for individuals who are homeless or at-risk of becoming homeless.
9. Support funding for federal, state, county and local coordination with non-profit and faith-based organizations to prevent and address homelessness.
10. Support funding for the removal and storage of unhoused individual's belongings and the cleaning of sites used by unhoused residents, in alignment with the City's Compassionate Assistance, Mitigation & Prevention (CAMP) Standards and Temporary Storage Guidelines.
11. Support funding and programs that promote whole person care approaches that include access to expanded medical, mental, and behavioral health services, including substance use disorder treatment services, and new approaches to financing health care access and patient wellness to reduce avoidable emergency room visits, hospital stays and readmissions.
12. Support increased funding and statutory authorization for crisis intervention, involuntary assessment and commitment, guardianship control, and health welfare intervention and supervision of those suffering from chronic homelessness, mental illness and addiction, and recognition of mental illness and addiction as contributors to chronic homelessness.
13. Support streamlined protocols and metrics to be used by homeless service providers, local agencies, and other non-governmental partners to capture and share accurate statistics of individuals experiencing homelessness, including vacancy and capacity rates, in-flow and out-flow information, cost-reporting of services provided and rendered, and individuals successfully housed.
14. Oppose legislation that seeks to circumvent local control and consideration of local circumstances and safety of the general public when addressing homelessness.

15. Support legislation, programs, funding, court intervention, and statutory authorization for a unified crisis response system to enhance the ability of the County Behavioral Health Director, crisis response personnel, family members and social service providers to share information necessary for effective treatment interventions and to compel assisted outpatient treatment for a person exiting a conservatorship and those lacking capacity to provide for their own healthcare, shelter and food needs.
16. Support legislation that would allow the courts and crisis intervention personnel to consider a person's medical, addiction and mental health conditions, history of adverse impacts on community health and safety, and capacity of individuals to provide for their own health, shelter, and food needs in mandating program participation in connection with criminal justice and other contacts, including or expansion of the definition of "gravely disabled" under code section 5150 et seq. in evaluating whether an individual is a danger to themselves or others.
17. Support legislation for Mental Health Services Act (MHSA) to allow for flexibility in funds earmarked for "Innovation" programs that are aimed at finding new and different ways to provide services.
18. Support legislation, funding, programs, and policies to help expand capacity in local psychiatric health facilities, delivery of case management, drug, alcohol, and detoxification services and facilities, assisted living beds for medically fragile people, and mental health services for all County residents.
19. Advocate that the County lead in the area of expanding humane shelter and housing opportunities for the unhoused population and expand outreach and case management services specifically tailored to the needs of unhoused individuals in the County to transition out of homelessness.
20. Support the use of data from public safety, City, and regional Community Action Teams (CAT) and Mobile Crisis Units (MCU) outcomes, to advocate that the County allocate new resources to scale up these programs to match the need.
21. Support an effective and efficient implementation of San Luis Obispo County's 5-Year Plan to Address Homelessness.
22. Support state and federal funding of mandates to provide care and services to vulnerable populations.
23. Support legislative efforts to repeal Article 34 of the California Constitution, which requires majority approval by the voters of a city or county for the development, construction, or acquisition of a publicly funded affordable housing project.
24. Support legislation, policies, and programs that expand tenant affordability and stability.

Community Development

1. Support local control of land use planning and zoning matters.
2. Support State and Federal assistance to prevent the loss of housing for those impacted by local, state, or federal disasters.
3. Support reforms of the State mandated HCD Regional Housing Need Allocations process to recognize local resource limitations and align infrastructure and other funding to help communities meet mandated housing requirements.
4. Support funding of on-campus housing at Cal Poly for students, staff and faculty, and University acquisition of residences for staff and faculty housing.
5. Support increased funding for affordable housing and supportive housing services for very low, low, and moderate income individuals and families in all cities and communities and opposing the erosion of local inclusionary housing and in-lieu fee programs.
6. Support continued funding of National Housing Trust Fund and streamlined and efficient implementation regulations at the state level.
7. Support additional state funding to implement AB 32 (The California Global Warming Solutions Act of 2006) and SB 375 (The Sustainable Communities and Climate Protection Act of 2008) through local general plan updates that implement the regional sustainable communities plan and alternative planning strategy, if needed.
8. Advocate for funding for the identification, acquisition, maintenance and restoration of historic sites and structures.
9. Support continued and expanded funding for the Community Development Block Grant (CDBG) program.
10. Support policies, programs and funding to support opportunities to convert vacant commercial spaces to affordable housing and child care facilities.
11. Support state and federal level down-payment assistance programs and the expansion of below-market rate assistance programs.

12. Support continued local control over mobile home park rent stabilization and local control over the conversion of mobile home parks to other uses to ensure that low-income mobile home park residents are not involuntarily removed from homes or otherwise subject to involuntary displacement due to economic impacts of parks subdivision or conversion.
13. Encourage the protection, enhancement, and increased production of mobile home park residency opportunities.
14. Advocate for the ability to issue parking citations on private property.
15. Support responsible review and revision of CEQA to ensure sound environmental determinations.
16. Promote pragmatic and clarifying actions to implement Proposition 64 Cannabis legalization, including increased funding for health education, the preservation of local land use decision making, reconciliation of conflicts in state and federal law, and systems for legal banking.
17. Support increased relocation assistance (AB 1482 2019) when a tenant is evicted due to no-fault of their own.
18. Support state and federal approaches to renter protections for rental housing and enforcement of existing renter protections in accordance with the California Civil Codes including but not limited to [Cal. Civ. Code §§ 1940-1954.1](#)
19. Support funding for seismic retrofitting for buildings that haven't been retrofitted.
20. Support and participate in the study period for AB 835 regarding building standards for single exit, single stairway apartment houses.

Economic Development

1. Support state and federal assistance for those people and businesses facing severe economic losses due to pandemic or other disasters.
2. Support regional economic activities except for those that promote weapons or fossil fuel production or distribution activities.
3. Support direct assistance and/or legislation that supports local agencies with recovering costs related to the pandemic or other disasters and stimulate economic development, resiliency, and recovery.

4. Support funding and legislation using tax credits or other incentive programs to encourage research and development by businesses in California.
5. Support funding and policies for the promotion of California and the City and County of San Luis Obispo as a place to locate businesses that provide head-of-household jobs.
6. Support economic development that is integrated with articulated Major City Goals such as climate action, environmental protection and social justice and diversity objectives.
7. Support funding for the state tourism promotion program.
8. Support the effective and efficient use of all communications technologies including voice, video, data, and information services over wired and wireless transmission technologies and supporting net neutrality.
9. Support telecommunications reform legislation and other measures that preserve local control over public rights-of-way, protect local resources, broadband and telecommunications for all residents and guarantee access to, funding for, and local flexibility in utilizing funds for public, educational and government (PEG) access television.
10. Support the expansion of public infrastructure financing tools and funding for infrastructure.

Finance & Governance

1. Support meaningful fiscal reform that allows each level of government to adequately finance its service responsibilities while continuing to support efforts to protect the City from loss of revenues due to State take-aways and unfunded State or Federal mandates.
2. Oppose initiatives that unduly burden and/or prohibit local government ability to support essential services to the community.
3. Support collection of the full amount of local transient occupancy tax from online sales of lodging.
4. Support the continuation of California Specialized Training Institute activities within San Luis Obispo County.
5. Oppose removal of the municipal bond tax exemption.
6. Support legislation to modernize the Ralph M. Brown Act to provide increased flexibility for remote participation in public meetings by elected and appointed officials and provide increased opportunities for public engagement.

7. Support legislation that furthers SB 1439's intent to restrict "Pay-to-play" campaign financing but provides clarifications and modifications that reduce the administrative burden associated with the implementation as currently written.

Human Resources/Employee Relations

1. Support additional workers' compensation reforms that lower employers' costs while still protecting workers and oppose legislation that would restrict appropriate cost controls in the workers' compensation system.
2. Support pension and retiree health benefits reform efforts, policy changes, and permissible administration decisions aimed at reducing unfunded liabilities, reducing costs, and ensuring the long-term viability of the defined benefit pension system in concert with the League of California Cities and the California Public Employees Retirement System (PERS) Board of Directors.
3. Oppose the expansion of property rights in public employment and procedural requirements that hinder or significantly increase the public costs of effective performance management, including legislation that curtails management rights or obstructs the timely, efficient, and cost-effective implementation of performance management or disciplinary measures.
4. Support legislation to protect the City's continued ability to administer its Cafeteria Benefit Plan and maintain comprehensive health care coverage for eligible employees, in a financially sustainable manner.
5. Support reforms that limit the financial impacts of joint and several liability on public entities.
6. Support the clarification, modification or repeal of AB 646 fact finding requirements and oppose measures that reduces local control over public employee disputes.
7. Oppose measures that curtail management rights or impose local government mandated employee benefits that should be directly negotiated between labor groups and employers.
8. Support Federal legislation to modify, refine, or eliminate Federal Labor Standards Act (FLSA) requirements on public agencies.
9. Support reforms that limit the joint and several liability to agencies who have entered into Joint Powers Agreements (JPAs).
10. Support meaningful statewide and national efforts to make quality health care more affordable and accessible to residents and reduce costs for cities and employers.

Public Safety

1. Support new and continued State and Federal funding for school safety, disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS (Citizen's Options for Public Safety) program, CIT (Crisis Intervention Training) and other public safety activities.
2. Support preservation of the City's authority to investigate police misconduct.
3. Support local control on issuance of concealed weapons permits.
4. Support legislation to help curb drug and alcohol-related criminal behavior and underage consumption.
5. Support legislation to limit or end the sale of all nonflavored and flavored electronic smoking device products, including mint and menthol and to increase enforcement and education related to their use.
6. Oppose new or increased state fees for state-provided law enforcement services.
7. Support the fair and efficient allocation of radio spectrum that provides quality frequencies, free from interference, for all local public safety communication needs.
8. Support efforts to enhance radio and data system(s) stability and interoperability among public safety agencies and jurisdictions.
9. Preserve the City's right to regulate activities with adverse health and safety impacts on local streets, sidewalks, public spaces, and rights-of-way.
10. Support legislation to improve and enhance the safety of cargo transported via rail, including but not limited to: safety enhancements for rail vessel construction with an emphasis on efforts to rapidly improve the safe transport of volatile crude oil and limit the use of older, "grandfathered" containers and vessels; enhancements in remote monitoring and control of railcar speeds; reduction of railcar speeds in populated areas like San Luis Obispo; enhancements in communications, notifications and information dissemination to local governments, especially public safety agencies.
11. Support and expand funding and programs to local jurisdictions to proactively reduce fire risk attributed to heavy vegetative fuels loads, high tree mortality, drought, and climate change to remove diseased, dead and/or down combustible vegetation, thin forests to improve forest health, and create effective defensible space between the undeveloped and developed environments.
12. Support grants and aid to land/property owners with properties one mile or less from natural

vegetation, which are threatened by wind-driven fire events, to harden structures again fire impingement and create sustainable defensible spaces.

13. Support grants and aid to local governments to develop modern evacuation communications systems to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means.
14. Support legislation to preserve and enhance local control, at the city level, for the provision of public safety services, including the scope and provision of medical and non-medical emergency services and legislation that would result in the implementation of a statewide modern earthquake notification and evacuation communications system to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means, which is available for use by local governments at the discretion of local governments.
15. Support uniformity of state and federal regulations of drones and the study and adoption of appropriate local airport protections and public safety exemptions.
16. Support legislation regarding the safe transport and storage of nuclear waste.
17. Support legislation to address the education, funding, and treatment of opioid addiction.
18. Support legislation that expands funding to manage vegetation and fuel sources in the wildland urban interface.
19. Support legislation to provide funding to help communities prepare for response, recovery and be resilient after natural disasters.
20. Support funding to remove unwanted firearms from homes and businesses.
21. Support responsive intervention programs that promote accountability and divert people away from both crime and prison.
22. Support funding and training for emergency response to electrified vehicles and infrastructure.
23. Support legislation and policies that protect and support individuals who are targeted by hate crimes and hate biased incidents.

Public Works

1. Support increased availability of grant funding to replace aging infrastructure of all types, e.g., streets, bridges, water, sewer, parks, and storm sewer systems, etc.

2. Support increased funding for flood protection, clean stormwater, and low impact infrastructure projects.
3. Support cooperation and prompt approval from Federal and State regulatory agencies (such as the Department of Fish & Wildlife, Regional Water Quality Control Board, and the Army Corps of Engineers) for necessary projects involving the City's creek system.
4. Support monetary incentives or grant funding for electric vehicles for replacement of municipal fleet equipment.
5. Support funding and policies that support and enhance active transportation modes such as bicycles, pedestrian, and transit.
6. Support continued protection of SB-1 and other funding for transportation infrastructure maintenance.
7. Support policies and legislation that maintains local control of parking rules, regulations, rates, and citation fees.
8. Support policies and legislation that allow for increased enforcement ability for off-street parking, including but not limited to use of automated parking control devices on public agency owned or operated off-street parking facilities for the purpose of issuing parking violations.
9. Support permanently allowing local governments to use design-build processes and expand the types of projects that cities can use design build and progressive design-build.

Parks and Recreation and Natural Resources

1. Support State and Federal funding and other measures to promote the acquisition, protection, preservation and restoration of natural resources, open space, coastal resources, signature landforms, wetlands, and park development, including continued funding for the Land and Water Conservation Grant Program and for the California Conservation Corps.
2. Support the expansion of National Marine Sanctuary off the coast of San Luis Obispo County to protect this fragile habitat from offshore oil and gas development.
3. Oppose any development under existing or new offshore oil and gas leases off the Coast of San Luis Obispo County.
4. Oppose any development under existing or new oil and gas leases in San Luis Obispo County.

5. Support and seek State and Federal funding and other measures to conduct research and implement land management measures for the purpose of carbon sequestration.
6. Support measures to prohibit discharge of pollutants into the creeks and ocean (e.g., selenium contaminated waters from the San Joaquin valley).
7. Support State and Federal funding and other measures to take advantage of opportunities for land and easement acquisition and enhancement project contracting.
8. Support legislative exemption from property taxes on lands dedicated to open space purposes, which may be outside the boundaries of the jurisdiction owning such lands.
9. Support funding to reduce or mitigate negative impacts to vital regional and community services and enhance public access to parks, open space, after school programming, senior services, facilities that promote physical activity, protect natural resources, and strengthen safety and security.
10. Promote policies that recognize the benefits of parks and recreational facilities in the advancement of "sustainable communities" and curbing greenhouse gas emissions including: strengthening policies that fund parks, open-space, bike lanes and non-motorized trails through the development and implementation of a carbon credit and offset program, and advocating for the strong integration of local and regional park and non-motorized transportation improvements into "Smart Growth Scenarios" pursuant to SB 375 (2008).
11. Support access and connectivity to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.
12. Support extension or permanent legislation at the federal level of enhanced tax deductions for charitable donations of Conservation Easements.
13. Support legislation to limit the opening of protected public lands, e.g., Carrizo Plain, to fossil fuel extraction.

Transportation

1. Support changes in gas tax laws that allow local tax for transportation purposes based on a majority vote of the public, as well as revenue replacement for electric vehicles to support transportation infrastructure.
2. Support the continuation of, and increased funding sources for street maintenance projects, transportation improvements, transit operations and multimodal facility projects.

3. Support funding sources for fleet and transit electrification.
4. Support transportation funding for San Luis Obispo County, in particular funding that provides for alternative modes of transportation with clean air benefits or reductions in Vehicle Miles Traveled (VMT) and greenhouse gases.
5. Support transportation funding and policy that promote regional bike and pedestrian connections between cities and other population centers.
6. Support actions to: (1) promote cooperation and mutual support between metropolitan planning organization (MPO) agencies and local transit providers, and (2) discourage trends toward MPO agencies/regional "control" of local transit providers.
7. Support cooperation of private transportation companies (such as Union Pacific Railroad) to reach agreements for sharing of properly secured right of way corridors for other compatible uses such as bicycle and pedestrian facilities.
8. Oppose the proposed diversion of any funding source for transportation that reduces amounts designated for transit operations.
9. Support funding for projects to implement adopted complete street plans demonstrated to improve public health and reduce greenhouse gas emissions.
10. Support provision of Cap-and-Trade funding for transportation projects.
11. Support increased funding for existing Active Transportation Program (ATP) and other sources of bicycle and pedestrian transportation funding.
12. Support funding for existing and future transportation needs.
13. Support funding strategies to reduce the personal cost of transportation, especially cargo and electric-assist bicycles and their supporting infrastructure.
14. Oppose proposed changes to statistical methodologies such as Metropolitan Statistical Areas that have the potential to reduce funding for transportation improvements.
15. Support improvements of state and federal standards guiding application of street design and traffic control devices to allow more flexibility for local agencies to prioritize safety, particularly for vulnerable road users, and including locations that interface with the state highway system, consistent with calls to action from groups like the National Transportation Safety Board, NACTO and others.

16. Support opportunities for improved coordination between state and local governments to advance common goals and priorities, such as opportunities for partnership projects between the City and Caltrans to advance safety and multimodal improvements to state highway facilities within and in the vicinity of the City.
17. In alignment with the National Association of City Transportation Officials (NACTO), support legislation for a Bike Safety Stop that would authorize a person bicycling to treat a stop sign like a yield sign, giving right-of-way to other traffic at an intersection before proceeding safely through, but without the requirement to come to a full stop.
18. Support consideration of increased funding and options for safe bike and pedestrian crossing of railroad tracks, including bridges, underpasses and controlled at-grade crossings.
19. Support legislation to improve safety features for new motor vehicles, including requirements for side guards on certain trucks and trailers and/or addition of devices that would limit the ability of drivers to unreasonably exceed posted speed limits.
20. Oppose legislation that would modify current restrictions to allow longer or heavier tractor-trailers to use public roadways, which would increase roadway wear and tear and degrade safety for other road users.

Utilities

1. Support clean water and drinking water funding programs.
2. Support recycling, waste diversion, and zero waste programs and enhancing local government's ability to comply with solid waste reduction requirements (includes building of recycling infrastructure and organics / biosolids composting facilities).
3. Support measures that require the State Water Resources Control Board and Regional Water Quality Control Boards establish a process to evaluate, in advance of adoption, the costs of compliance for pending and future regulatory actions on National Pollutant Discharge Elimination System (NPDES) permittees.
4. Support legislation that requires the State's environmental agencies to conduct peer review of proposed regulations to ensure that the proposal is based on sound science.
5. Support the elimination of mandatory minimum penalties for violations of NPDES Requirements and returning discretionary control to the Regional Water Quality Control Board Executive Officers (i.e., California Water Code Section 13385[h]).

6. Support measures to ensure reasonableness in the administration of NPDES permit governing City operations, including pursuing a municipal representative on the Regional Water Quality Control Board.
7. Support the safe, responsible, and cost-effective reuse of Exceptional Quality or better biosolids.
8. Support sustainable and resilient energy programs.
9. Support legislation allowing cities/agencies to establish fees for the costs of operating mandated water quality programs such as, but not limited to, municipal storm water and total maximum daily loading.
10. Support federal legislative action and funding to transfer Salinas Reservoir from Army Corps of Engineers Military Project to Army Corps of Engineers Civil Works Project.
11. Support federal and state funding that would allow for transfer of Salinas Reservoir from the Army Corps of Engineers to the County or City of San Luis Obispo.
12. Support water conservation and water use efficiency best management practices.
13. Support amendments to the Urban Water Management Planning Act to recognize past investment in water conservation and the City's ability to comply with SBx7-7 (2009) and other water conservation regulations.
14. Oppose legislation that requires recycled water to be included in water conservation regulations.
15. Oppose mandatory consolidation of water systems.
16. Support the expansion of recycled water production and use, including potable reuse.
17. Support the use of Public Goods Funds for the development and installation of energy saving or green energy generating projects to benefit local government.
18. Oppose legislation that diminishes the City's existing or potential water rights.
19. Support the protection of water resources.
20. Support the protection of our natural resources from invasive species.
21. Support regional water resiliency initiatives.

22. Support streamlined water rights amendment processes for minor water rights permit changes.
23. Support federal and statewide funding of water infrastructure projects.
24. Oppose legislation that inhibits the City's ability to collect water and sewer bills either through terminating service for non-payment or other reasonable means absent public health or safety emergencies.
25. Oppose legislation that restricts water and sewer rates for certain customers to below the cost to provide service based on legitimate public interests such as affordable housing, senior housing, nonprofit public beneficial uses, and/or educational uses.
26. Support amendments to stormwater regulatory requirements to reduce mandatory minimum fines and penalties and the recovery of private attorneys' fees for technical non-compliance issues that do not result in adverse public health impacts or environmental harm.
27. Support stormwater requirements that are related to specific issues and include reasonable implementation timeframes and funding.
28. Support autonomy for management of individual Sustainable Groundwater Management Act designated basins within the county.
29. Support funding for implementation of Groundwater Sustainability Plans including the San Luis Obispo/Edna Valley Basin.
30. Support federal and state policies that require per- or polyfluoroalkyl substances (PFAS) source control and labelling by product manufacturers, producers, packagers, importers, suppliers, or distributors.
31. Support federal and state funding to assist with identification and clean up of per- or polyfluoroalkyl substances (PFAS) contamination in public source water supplies.
32. Support federal or state legislation to protect and limit the liability of passive receivers such as public water and wastewater agencies facing the threat of either USEPA enforcement actions or third-party litigation from the decision to list PFAS as a hazardous substance.
33. Oppose state or local per- or polyfluoroalkyl substances (PFAS) regulations that are more restrictive than federal regulations.

County/Regional Priorities

1. Support County land use policies and practices that are consistent with the Memorandum of Agreement adopted by the City Council and County Board of Supervisors in 2016 regarding development near the edges of the City and opposing inconsistent policies and practices.
2. Encourage participation by County in providing nearby parking for County employees and clients, and alternate transportation and parking demand reduction.
3. Support County development of a local ordinance providing additional local oversight and regulation of the land application of Pollutant Concentration (PC) or better biosolids.
4. Support the San Luis Obispo County Zone 9 Flood Control and Water Conservation District efforts to solve City/County flood problems.
5. Support the San Luis Obispo County Air Pollution Control District's legislative program, where consistent with the City's adopted policies and platform.
6. Support the San Luis Obispo Council of Governments' legislative advocacy activities, where consistent with the City's adopted policies, platform, and public policy and project objectives.
7. Support efforts to enhance dangerous animal regulation and enforcement.
8. Support the streamlining, clarification, and simplification of conflict-of-interest regulations applicable to local officials.
9. Support efforts of other regional entities to join Central Coast Community Energy.
10. Support the Central Coast Regional Energy Network at the County Board of Supervisors, the CPUC, and related relevant entities and supporting pilot projects in the City as feasible.
11. Support regional and regulatory collaboration to fund and support climate change impact projections and coordinate approaches for increasing regional resilience.
12. Support requirements that development outside City jurisdiction have adequate water supplies to support development activities and intensities and does not indirectly impose water service obligations to adjacent municipal water agencies.
13. Support assistance for those experiencing physical and mental health impacts of a pandemic or other disaster.

14. Support the Integrated Waste Management Authority's (IWMA) legislative platform, where consistent with the City's adopted policies, platforms, and public policy and project objectives.
15. Support regional efforts to create a spectrum of housing types (including board and care and housing types that include other supportive services) within the County to house the unhoused.
16. Encourage the County of San Luis Obispo to build complete streets when building new roads, and to upgrade existing roadways to be complete streets.

2024



CITY OF SAN LUIS OBISPO LEGISLATIVE ACTION PLATFORM

ADOPTED BY CITY COUNCIL RESOLUTION NO.XXXXX (2024 SERIES)

About this Legislative Platform

This Legislative Platform, adopted by the City of San Luis Obispo Council, will establish the City's position on legislative matters of priority and importance to the City.

The Legislative Platform~~following document~~ reflects those legislative matters on which the council majority authorizes the Mayor, City Manager and City Attorney to engage in legislative advocacy on behalf of the City without the need for further council review or authority. The council's authorization extends only to advocacy for or against generally applicable legislative proposals (including those pertaining to budget~~and, regulations, policies, and programs)~~ being considered by local, regional, state and/or federal policy makers or regulators,~~as well as regional initiatives~~ consistent with Major City ~~Goals, and~~Goals and adopted City policy platforms,~~and. It~~ does not otherwise extend to advocacy for or against ~~on~~ any individual project, program, or entitlement application pending before any decision-making body, unless specifically noted herein.

The Legislative Platform shall be reviewed regularly and updated on an annual basis. The Legislative Platform shall be published and disseminated widely to promote transparency and awareness among the public.

For emerging issues or situations not outlined in the Legislative Platform, City staff will work with the City Council for further direction.

Contents

Climate Action.....	4
Energy	5
Diversity, Equity, and Inclusion.....	6
Homelessness Resources	7
Community Development.....	10
Economic Development	12
Finance & Governance.....	12
Human Resources/Employee Relations.....	13
Public Safety.....	14
Public Works	16
Parks and Recreation and Natural Resources.....	17
Transportation	18
Utilities.....	19
County/Regional Priorities.....	22

Climate Action

1. Support funding for communities to pay for public infrastructure that meets state greenhouse gas emission reduction goals and adopted City objectives.
2. Support funding to implement programs and related action items contained in local and regional Climate Action Plans to quantitatively reduce greenhouse gas emissions and advocate for regulatory reform, including but not limited to clean technologies, micro-grids, all electric/zero-emission buildings, electrified transportation, behind the meter technology, and natural solutions (e.g., tree planting, open space conservation, and contemporary land management and restoration practices).
3. Support regulatory reform to facilitate ~~for~~ the transition to clean technologies, microgrids, low and zero carbon energy generation, and decarbonized buildings.
4. Support legislation and regulation that is aligned with the City's goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
- 4.5. Oppose legislation and regulation that limits the City's ability to achieve it's goals of carbon neutrality by 2035 and sub-goals related to municipal operations, clean electricity, building decarbonization, clean mobility, organic waste diversion, and natural solutions.
- ~~5.6.~~ Support legislation and regulation that is aligned with the policies and programs set forth by the Climate Adaptation and Safety Element including using future projections for climate hazards in planning decisions, investing in community resilience, and adapting built infrastructure and natural ecosystems to climate change hazards and disturbances.
- ~~6.7.~~ Support funding and resources to focus climate investments on programs and projects that support environmental justice, economic and racial equity, and head of household jobs.
- ~~7.8.~~ Support legislation, policies, and regulation that ~~extended~~ producer responsibility for packaging and single-use product manufacturing as to encourage source reduction and the manufacturing of reusable and sustainable products.
- ~~8.9.~~ Support legislation, policies, and regulation that ~~measures~~ that make waste diversion and reduction more equitable for our residents and businesses.
- 9.10. Support legislation that makes recycling organic waste and edible food recovery and distribution more efficient and easily accessible to residents and businesses in need.

Energy

1. Support local communities' broad authority to form and administer Community Choice Energy (CCE) programs, reforming the California Public Utilities Commission (CPUC), and limiting decisions that negatively impact CCEs or otherwise shift the financial impacts of investor-owned utilities to CCEs.
2. Support California Community Choice Associations' (Cal CCA) Regulatory and Legislative Platform, where consistent with the City's legislative platform.
3. Support reform of CPUC policies and state ~~to~~ legislation to ensure investor-owned utilities are able and required to provide timely, accurate, and sufficiently detailed energy data.
4. Support reform of CPUC policies and state legislation that supports increased and equitable access to distributed energy resources, including rooftop solar.
5. Support reform of CPUC policies, state regulation, and state legislation that support cost effective zero emission buildings, including support for lower electric rates specific for all-electric buildings, increased value for net energy metering, and increased and equitable access to distributed energy resources, including rooftop solar and battery energy storage systems.
6. Support reform of CPUC policies, state regulation, and state legislation that support low income zero emission buildings, including support for mobile home parks, low-income households, and other disadvantaged community members.
- 4.7. Support reform of CPUC policies and state legislation eliminating or reducing departing load charges which discourage the use of alternative energy resources.
5. Support legislation in alignment with Central Coast Community Energy Policy Board and Operations Board Positions.¹
 - a. Support environmental justice and economic equity.
 - b. Support 3CE investment in and support for distributed energy resources (e.g., rooftop solar), virtual power plants, demand response, behind the meter technology and energy efficiency.

¹ The City Council approved the City joining Central Coast Community Energy (3CE) in September 2018 and City representatives have been seated on 3CE's Policy Board, Operations Board, and Community Advisory Council since 2019. This section of the City's Legislative Platform identifies City of San Luis Obispo policy positions on key topics that may come before the various boards and advisory bodies of 3CE. The policy positions contained herein are intended to guide Board member deliberation, and voting and staff review of agenda, but are not an exhaustive list of issues that may arise. These positions are intended to extend only to advocacy for or against generally applicable policy proposals being considered by 3CE and does not extend to advocacy on any individual project or entitlement application pending before any decision-making body, nor does it extend to the larger legislative platform of the City.

- c. Support 3CE in evaluating and deploying programs that are climate action force multipliers (e.g., tariffed on-bill financing, virtual power plants, etc.).
- d. Support climate mitigation (e.g., emissions reductions), adaptation (e.g., distributed energy resources and grid stability), and resilience (e.g., disaster preparedness).
- e. Support the inclusion of all segments of the community in policy making and program design processes.
- f. Support processes that are transparent, collaborative, visible, accessible, and inclusive.
- g. Support rate, rebate, and revenue structures that create a robust programs budget.
- h. Support a portfolio of programs that focuses on economic, social, and environmental equity.
- i. Support a portfolio of programs that focuses on strategic and intentional long-term economic development consistent with sub-regional economic development approaches.
- j. Support regional climate action and a portfolio of programs that are strategically implemented to achieve regional climate targets.
- k. Support staffing required to effectively design, advertise, implement, and monitor effectiveness of the agency's project portfolio.
- l. Support local government access to data, transparent GHG emissions reporting, and sub-annual emissions factors as available.
- m. Support programs that provide funding, technical support, or legislation that promotes grid independence and resiliency.
- n. Support processes and governance approaches that provide sufficient time for Board members to fully participate and drive decisions, from inception to implementation.
- o. Support projects that focus on strategic and intentional regional economic development consistent with regional economic development approaches, when feasible, and with entities that support fair wage practices and maximize benefit to local workforces, when feasible.

Diversity, Equity, and Inclusion

1. Support [legislation that creates, expands, and/or provides broad authority to jurisdictions to develop and implement diversity, equity, and inclusion programs, policies, or initiatives to address systemic inequities that disproportionately impact programs and policies to enhance diversity, equity, and inclusion initiatives and address systemic inequities that disproportionately impact](#) Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, [underserved, and underrepresented racial, ethnic, and faith-based](#) communities.
2. Support legislation that disrupts anti-immigrant ideologies and centers [strategies-reforms](#) for [advancing access for](#) undocumented individuals' health, well-being, and success.
3. Support education and employment opportunities and [advancementdevelopment](#) of upward economic mobility and access to programs such as childcare, after-school activities, school's family support networks and supportive services for people aging out of the foster care system.

4. Support increased availability of grant funding for ADA accessibility improvements and connectivity to streets, parks, and other public infrastructure.
5. Support amendments to ~~the California Elections Code~~ ~~the California Voting Rights Act~~ to expand safe harbor provisions in response to district elections demands under the California Voting Rights Act to include remedies, in addition to district elections, to enhance quantifiable equity gains in participation and representation in local elections, including, but not limited to cumulative voting, limited voting, ranked choice voting and other voting structures that can be demonstrated to advance voter engagement and equity.–
6. Support legislation that furthers jurisdictions to create policies that protect voting rights and work to disrupt voter suppression tactics that disproportionately impact Black, Indigenous, and other communities of color.
7. Support legislation that provides funding sources for appropriate human service agencies that support the mission of the Human Relations Commission.
8. Support legislation and funding to increase affordable and equitable childcare services and activities, and options for working low-income families.
9. Support legislation related to implementation of the Racial Equity Framework² and resources and tools to promote racial equity and address structural racism.
10. Support legislation that creates programs or policies that identify and enhance opportunities for expanded programs that contribute to family friendly workplace environments that may include, but are not limited to leave for reproductive loss, paid parental leave, flextime, and job sharing.
- 9.11. Support legislation that advances access and expands funding for services, programs, and/or projects centered in addressing inequities experienced by that disproportionately impact Black, Indigenous, People of Color (BIPOC), LGBTQIA+, and other marginalized, underserved, and underrepresented communities. underserved and underrepresented communities.

Homelessness Resources **Advocacy**

1. Support legislation and funding for the prevention of homelessness and support of families and individuals vulnerable to becoming homeless.

² Executive Order [N-16-22](#) establishes the State's authority to develop plans and strategies to advance equity and identify disparities. Within the Executive Order, there are specifics for the Governor's Office of Planning & Research to create the Racial Equity Commission (REC). One of the duties of the REC is to produce a Racial Equity Framework by 2024, which will contain strategies for state, county, and local governments to implement.

2. Support funding for project-based, permanent affordable housing.
3. Support funding for the entire housing spectrum (including affordable units, ADUs, Tiny Homes, Temporary Emergency Shelters and family housing, and supportive housing for all homeless-unhoused individuals and families including the mentally ill, medically fragile, and aging adults).
4. Advocate for increased flexibility in the use of Federal Funds at the local level to address the full spectrum of services and transitional housing for individuals who are unhoused.
5. Support nonprofit eviction prevention services for low-income individuals and families.
6. Support programs and funding to encourage private market landlords to provide affordable units, participate in housing voucher programs, and upgrade units for energy efficiency.
7. Support additional funding that encourages unique multi-departmental and inter-governmental collaboration to assist individuals experiencing homelessness, such as the City's Community Action Team (CAT) and Mobile Crisis Unit (MCU), as well as Crisis Intervention Training (CIT) for public safety personnel.
- ~~7-8.~~ Support employment services and job training opportunities for individuals who are homeless or at-risk of becoming homeless.
9. Support funding for federal, state, county and local coordination with non-profit and faith-based organizations to ~~community's coordination in~~ preventing and ending address homelessness.
- ~~8-10.~~ Support funding for the removal and storage of homeless-unhoused individual's belongings and the cleaning of sites used by unhoused residents, in alignment with the City's Compassionate Assistance, Mitigation & Prevention (CAMP) Standards and Temporary Storage Guidelines.
- ~~9-11.~~ Support funding and ~~county~~ programs that promote whole person care approaches that include access to expanded medical, mental, and behavioral health services, including substance use disorder treatment services, and new approaches to financing health care access and patient wellness to reduce avoidable emergency room visits, hospital stays and readmissions.
- ~~10-12.~~ Support increased funding and statutory authorization for crisis intervention, involuntary assessment and commitment, guardianship control, and health welfare intervention and supervision of those suffering from chronic homelessness, mental illness and addiction, and recognition of mental illness and addiction as contributors to chronic homelessness.
- ~~11-13.~~ Support streamlined protocols and metrics to be used by homeless service providers, local agencies, and other non-governmental partners to capture and share accurate statistics of individuals

experiencing homelessness, including vacancy and capacity rates, in-flow and out-flow information, cost-reporting of services provided and rendered, and individuals successfully housed.

~~12-14.~~ 12-14. Oppose legislation that seeks to circumvent local control and consideration of local circumstances and safety of the general public when addressing homelessness.

~~13-15.~~ 13-15. Support legislation, programs, funding, court intervention, and statutory authorization for a unified crisis response system ~~and to~~ enhances the ability of the County Behavioral Health Director, crisis response personnel, family members and social service providers to share information necessary for effective treatment interventions and to compel assisted outpatient treatment for a person exiting a conservatorship and those lacking capacity to provide for their own healthcare, shelter and food needs.

~~14-16.~~ 14-16. Support legislation that would allow the courts and crisis intervention personnel to consider a person's medical, addiction and mental health conditions, history of adverse impacts on community health and safety, and capacity of individuals to provide for their own health, shelter, and food needs in mandating program participation in connection with criminal justice and other contacts, including or expansion of the definition of "gravely disabled" under code section 5150 et seq. in evaluating whether an individual is a danger to themselves or others.

~~15-17.~~ 15-17. Support legislation for Mental Health Services Act (MHSA) to allow for flexibility in funds earmarked for "Innovation" programs that are aimed at finding new and different ways to provide services.

~~16-18.~~ 16-18. Support legislation, funding, programs, and policies to help expand capacity in local psychiatric health facilities, delivery of case management, drug, alcohol, and detoxification services and facilities, assisted living beds for medically fragile people, and mental health services for all County residents.

~~17-19.~~ 17-19. Advocate that the County lead in the area of expanding humane shelter and housing opportunities for the unhoused population and expand outreach and case management services specifically tailored to the needs of ~~homeless-unhoused~~ individuals in the County to transition out of homelessness.

~~18-20.~~ 18-20. Support the use of data from public safety, City, and regional Community Action Teams (CAT) and Mobile Crisis Units (MCU) outcomes, to advocate that the County allocate new resources to scale up these programs to match the need.

~~19-21.~~ 19-21. Support an effective and efficient implementation of San Luis Obispo County's ~~5-~~Year Plan to Address Homelessness.

~~20-22.~~ 20-22. Support state and federal funding of mandates to provide care and services to vulnerable populations.

23. Support legislative efforts to repeal Article 34 of the California Constitution, which requires majority approval by the voters of a city or county for the development, construction, or acquisition of a publicly funded affordable housing project.

24. Support [legislation, policies, and programs that expand tenant affordability and stability.](#)

Community Development

1. Support local control of land use planning and zoning matters.
2. Support State and Federal assistance to prevent the loss of housing for those impacted by local, state, or federal disasters.
3. Support reforms of the State mandated HCD Regional Housing Need Allocations process to recognize local resource limitations and align infrastructure and other funding to help communities meet mandated housing requirements.
4. Support funding of on-campus housing at Cal Poly for students, staff and faculty, and University acquisition of residences for staff and faculty housing.
5. Support increased funding for affordable housing and supportive housing services for very low, low, and moderate income individuals and families in all cities and communities and opposing the erosion of local inclusionary housing and in-lieu fee programs.
6. Support continued funding of National Housing Trust Fund and streamlined and efficient implementation regulations at the state level.
7. Support additional state funding to implement AB 32 (The California Global Warming Solutions Act of 2006) and SB 375 (The Sustainable Communities and Climate Protection Act of 2008) through local general plan updates that implement the regional sustainable communities plan and alternative planning strategy, if needed.
8. Advocate for funding for the identification, acquisition, maintenance and restoration of historic sites and structures.
9. Support continued and expanded funding for the Community Development Block Grant (CDBG) program.
10. Support [policies, programs and funding to support opportunities to convert vacant commercial spaces](#)

to affordable housing and child care facilities.

~~9-11.~~ Support state and federal level down-payment assistance programs and the expansion of below-market rate assistance programs.

~~10-12.~~ Support continued local control over mobile home park rent stabilization and local control over the conversion of mobile home parks to other uses to ensure that low-income mobile home park residents are not involuntarily removed from homes or otherwise subject to involuntary displacement due to economic impacts of parks subdivision or conversion.

~~11-13.~~ Encourage the protection, enhancement, and increased production of mobile home park residency opportunities.

~~12.~~ Promote resolving regulatory or financial barriers to implement AB 811 (2008) property-assessed clean energy districts.

~~13.~~ Encourage continued viability and expansion of inclusionary housing provisions and avoidance of conflicts with Costa-Hawkins Act.

14. Advocate for the ability to issue parking citations on private property.

15. Support responsible review and revision of CEQA to ensure sound environmental determinations.

16. Promote pragmatic and clarifying actions to implement Proposition 64 Cannabis legalization, including increased funding for health education, the preservation of local land use decision making, reconciliation of conflicts in state and federal law, and systems for legal banking.

17. Support increased relocation assistance (AB 1482 2019) when a tenant is evicted due to no-fault of their own.

18. Support astate and federal comprehensive approaches to renter protections for rental housing and enforcement of existing renter protections in accordance with the California Civil Codes including but not limited to Cal. Civ. Code §§ 1940-1954.1 .-

19. Support funding for seismic retrofitting for buildings that haven't been retrofitted.

20. Support and participate in the study period for AB 835 regarding building standards for single exit, single stairway apartment houses.

Economic Development

1. Support state and federal assistance for those people and businesses facing severe economic losses due to pandemic or other disasters.
2. Support regional economic activities except for those that promote weapons or fossil fuel production or distribution activities.
3. Support direct assistance and/or legislation that supports local agencies with recovering costs related to the pandemic or other disasters and stimulate economic development, resiliency, and recovery.
4. Support funding and legislation using tax credits or other incentive programs to encourage research and development by businesses in California.
5. Support funding and policies for the promotion of California and the City and County of San Luis Obispo as a place to locate businesses that provide head-of-household jobs.
6. Support economic development that is integrated with articulated Major City Goals such as climate action, environmental protection and social justice and diversity objectives.
7. Support funding for the state tourism promotion program.
8. Support the effective and efficient use of all communications technologies including voice, video, data, and information services over wired and wireless transmission technologies and supporting net neutrality.
9. Support telecommunications reform legislation and other measures that preserve local control over public rights-of-way, protect local resources, broadband [and telecommunications](#) for all residents and guarantee access to, funding for, and local flexibility in utilizing funds for public, educational and government (PEG) access television.
10. Support the expansion of public infrastructure financing tools and funding for infrastructure.

Finance & Governance

1. Support meaningful fiscal reform that allows each level of government to adequately finance its service responsibilities while continuing to support efforts to protect the City from loss of revenues due to State take-aways and unfunded State or Federal mandates.

2. Oppose initiatives that unduly burden and/or prohibit local government ability to support essential services to the community.
3. Support collection of the full amount of local transient occupancy tax from online sales of lodging.
4. Support the continuation of California Specialized Training Institute activities within San Luis Obispo County.
5. Oppose removal of the municipal bond tax exemption.
6. Support legislation to modernize the Ralph M. Brown Act to provide increased flexibility for remote participation in public meetings by elected and appointed officials and provide increased opportunities for public engagement.
7. Support legislation that furthers SB 1439's intent to restrict "Pay-to-play" campaign financing but provides clarifications and modifications that reduce the administrative burden associated with the implementation as currently written.

Human Resources/Employee Relations

1. Support additional workers' compensation reforms that lower employers' costs while still protecting workers and oppose legislation that would restrict appropriate cost controls in the workers' compensation system.
2. Support pension and retiree health benefits reform efforts, policy changes, and permissible administration decisions aimed at reducing unfunded liabilities, reducing costs, and ensuring the long-term viability of the defined benefit pension system in concert with the League of California Cities and the California Public Employees Retirement System (PERS) Board of Directors.
3. Oppose the expansion of property rights in public employment and procedural requirements that hinder or significantly increase the public costs of effective performance management, including legislation that curtails management rights or obstructs the timely, efficient, and cost-effective implementation of performance management or disciplinary measures.
4. Support legislation to protect the City's continued ability to administer its Cafeteria Benefit Plan and maintain comprehensive health care coverage for eligible employees, in a financially sustainable manner.
5. Support reforms that limit the financial impacts of joint and several liability on public entities.
6. Support the clarification, modification or repeal of AB 646 fact finding requirements and oppose

measures that reduces local control over public employee disputes.

7. Oppose measures that curtail management rights or impose local government mandated employee benefits that should be directly negotiated between labor groups and employers.
8. Support Federal legislation to modify, refine, or eliminate Federal Labor Standards Act (FLSA) requirements on public agencies.
9. Support reforms that limit the joint and several liability to agencies who have entered into Joint Powers Agreements (JPAs).
10. Support meaningful statewide and national efforts to make quality health care more affordable and accessible to residents and reduce costs for cities and employers.

Public Safety

1. Support new and continued State and Federal funding for school safety, disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS (Citizen's Options for Public Safety) program, CIT (Crisis Intervention Training) and other public safety activities.
2. Support preservation of the City's authority to investigate police misconduct.
3. Support local control on issuance of concealed weapons permits.
4. Support legislation to help curb drug and alcohol-related criminal behavior and underage consumption.
5. Support legislation to limit or end the sale of all nonflavored and flavored electronic smoking device products, including mint and menthol and to increase enforcement and education related to their use.
6. Oppose new or increased state fees for state-provided law enforcement services.
7. Support the fair and efficient allocation of radio spectrum that provides quality frequencies, free from interference, for all local public safety communication needs.
8. Support efforts to enhance radio and data system(s) stability and interoperability among public safety agencies and jurisdictions.
9. Preserve the City's right to regulate activities with adverse health and safety impacts on local streets, sidewalks, public spaces, and rights-of-way.

10. Support legislation to improve and enhance the safety of cargo transported via rail, including but not limited to: safety enhancements for rail vessel construction with an emphasis on efforts to rapidly improve the safe transport of volatile crude oil and limit the use of older, “grandfathered” containers and vessels; enhancements in remote monitoring and control of railcar speeds; reduction of railcar speeds in populated areas like San Luis Obispo; enhancements in communications, notifications and information dissemination to local governments, especially public safety agencies.
11. Support and expand funding and programs to local jurisdictions to proactively reduce fire risk attributed to heavy vegetative fuels loads, high tree mortality, drought, and climate change to remove diseased, dead and/or down combustible vegetation, thin forests to improve forest health, and create effective defensible space between the undeveloped and developed environments.
12. Support grants and aid to land/property owners with properties one mile or less from natural vegetation, which are threatened by wind-driven fire events, to harden structures against fire impingement and create sustainable defensible spaces.
13. Support grants and aid to local governments to develop modern evacuation communications systems to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means.
14. Support legislation to preserve and enhance local control, at the city level, for the provision of public safety services, including the scope and provision of medical and non-medical emergency services and legislation that would result in the implementation of a statewide modern earthquake notification and evacuation communications system to effectively reach all residents in a timely fashion via voice, text, email, and other electronic means, which is available for use by local governments at the discretion of local governments.
15. Support uniformity of state and federal regulations of drones and the study and adoption of appropriate local airport protections and public safety exemptions.
16. Support legislation regarding the safe transport and storage of nuclear waste.
17. Support legislation to address the education, funding, and treatment of opioid addiction.
18. Support legislation that expands funding to manage vegetation and fuel sources in the wildland urban interface.
19. Support legislation to provide funding to help communities prepare for response, recovery and be resilient after natural disasters.
20. Support funding to remove unwanted firearms from homes and businesses.

21. Support responsive intervention programs that promote accountability and divert people away from both crime and prison.

22. Support funding and training for emergency response to electrified vehicles and infrastructure.

21-23. Support legislation and policies that protect and support individuals who are targeted by hate crimes and hate biased incidents.

Public Works

1. Support increased availability of grant funding to replace aging infrastructure of all types, e.g., streets, bridges, water, sewer, parks, and storm sewer systems, etc.

2. Support increased funding for flood protection, clean stormwater, and low impact infrastructure projects.

3. Support cooperation and prompt approval from Federal and State regulatory agencies (such as the Department of Fish & Wildlife, Regional Water Quality Control Board, and the Army Corps of Engineers) for necessary projects involving the City's creek system.

4. Support monetary incentives or grant funding for electric vehicles for replacement of municipal fleet equipment.

5. Support funding and policies that support and enhance active transportation modes such as bicycles, pedestrian, and transit.

6. Support continued protection of SB-1 and other funding for transportation infrastructure maintenance.

7. Support policies and legislation that maintains local control of parking rules, regulations, rates, and citation fees.

7-8. Support policies and legislation that allow for increased enforcement ability for off-street parking, including but not limited to use of automated parking control devices on public agency owned or operated off-street parking facilities for the purpose of issuing parking violations.

8-9. Support permanently allowing local governments to use design-build processes and expand the types of projects that cities can use design build and progressive design-build.

Parks and Recreation and Natural Resources

1. Support State and Federal funding and other measures to promote the acquisition, protection, preservation and restoration of natural resources, open space, coastal resources, signature landforms, wetlands, and park development, including continued funding for the Land and Water Conservation Grant Program and for the California Conservation Corps.
2. Support the expansion of National Marine Sanctuary off the coast of San Luis Obispo County to protect this fragile habitat from offshore oil and gas development.
3. Oppose any development under existing or new offshore oil and gas leases off the Coast of San Luis Obispo County.
4. Oppose any development under existing or new oil and gas leases in San Luis Obispo County.
5. Support and seek State and Federal funding and other measures to conduct research and implement land management measures for the purpose of carbon sequestration.
6. Support measures to prohibit discharge of pollutants into the creeks and ocean (e.g., selenium contaminated waters from the San Joaquin valley).
7. Support State and Federal funding and other measures to take advantage of opportunities for land and easement acquisition and enhancement project contracting.
8. Support legislative exemption from property taxes on lands dedicated to open space purposes, which may be outside the boundaries of the jurisdiction owning such lands.
9. Support funding to reduce or mitigate negative impacts to vital regional and community services and enhance public access to parks, open space, after school programming, senior services, facilities that promote physical activity, protect natural resources, and strengthen safety and security.
10. Promote policies that recognize the benefits of parks and recreational facilities in the advancement of "sustainable communities" and curbing greenhouse gas emissions including: strengthening policies that fund parks, open-space, bike lanes and non-motorized trails through the development and implementation of a carbon credit and offset program, and advocating for the strong integration of local and regional park and non-motorized transportation improvements into "Smart Growth Scenarios" pursuant to SB 375 (2008).
11. Support access and connectivity to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.

12. Support extension or permanent legislation at the federal level of enhanced tax deductions for charitable donations of Conservation Easements.
13. Support legislation to limit the opening of protected public lands, e.g., Carrizo Plain, to fossil fuel extraction.

Transportation

1. Support changes in gas tax laws that allow local tax for transportation purposes based on a majority vote of the public, as well as revenue replacement for electric vehicles to support transportation infrastructure.
2. Support the continuation of, and increased funding sources for street maintenance projects, transportation improvements, transit operations and multimodal facility projects.
3. Support funding sources for fleet and transit electrification.
4. Support transportation funding for San Luis Obispo County, in particular funding that provides for alternative modes of transportation with clean air benefits or reductions in Vehicle Miles Traveled (VMT) and greenhouse gases.
5. Support transportation funding and policy that promote regional bike and pedestrian connections between cities and other population centers.
6. Support actions to: (1) promote cooperation and mutual support between metropolitan planning organization (MPO) agencies and local transit providers, and (2) discourage trends toward MPO agencies/regional "control" of local transit providers.
7. Support cooperation of private transportation companies (such as Union Pacific Railroad) to reach agreements for sharing of properly secured right of way corridors for other compatible uses such as bicycle and pedestrian facilities.
8. Oppose the proposed diversion of any funding source for transportation that reduces amounts designated for transit operations.
9. Support funding for projects to implement adopted complete street plans demonstrated to improve public health and reduce greenhouse gas emissions.
10. Support provision of Cap-and-Trade funding for transportation projects.
11. Support increased funding for existing Active Transportation Program (ATP) and other sources of

bicycle and pedestrian transportation funding.

12. Support funding for existing and future transportation needs.
13. Support funding strategies to reduce the personal cost of transportation, especially cargo and electric-assist bicycles and their supporting infrastructure.
14. Oppose proposed changes to statistical methodologies such as Metropolitan Statistical Areas that have the potential to reduce funding for transportation improvements.
15. Support improvements of state and federal standards guiding application of street design and traffic control devices to allow more flexibility for local agencies to prioritize safety, particularly for vulnerable road users, and including locations that interface with the state highway system, consistent with calls to action from groups like the National Transportation Safety Board, NACTO and others.
16. Support opportunities for improved coordination between state and local governments to advance common goals and priorities, such as opportunities for partnership projects between the City and Caltrans to advance safety and multimodal improvements to state highway facilities within and in the vicinity of the City.
- 15,17. In alignment with the National Association of City Transportation Officials (NACTO), support legislation for a Bike Safety Stop that would authorize a person bicycling to treat a stop sign like a yield sign, giving right-of-way to other traffic at an intersection before proceeding safely through, but without the requirement to come to a full stop.
18. Support consideration of increased funding and options for safe bike and pedestrian crossing of railroad tracks, including bridges, underpasses and controlled at-grade crossings.
19. Support legislation to improve safety features for new motor vehicles, including requirements for side guards on certain trucks and trailers and/or addition of devices that would limit the ability of drivers to unreasonably exceed posted speed limits.
20. Oppose legislation that would modify current restrictions to allow longer or heavier tractor-trailers to use public roadways, which would increase roadway wear and tear and degrade safety for other road users.

Utilities

1. Support clean water and drinking water funding programs.

2. Support recycling, waste diversion, and zero waste programs and enhancing local government's ability to comply with solid waste reduction requirements (includes building of recycling infrastructure and organics / biosolids composting facilities).
3. Support measures that require the State Water Resources Control Board and Regional Water Quality Control Boards establish a process to evaluate, in advance of adoption, the costs of compliance for pending and future regulatory actions on National Pollutant Discharge Elimination System (NPDES) permittees.
4. Support legislation that requires the State's environmental agencies to conduct peer review of proposed regulations to ensure that the proposal is based on sound science.
5. Support the elimination of mandatory minimum penalties for violations of NPDES Requirements and returning discretionary control to the Regional Water Quality Control Board Executive Officers (i.e., California Water Code Section 13385[h]).
6. Support measures to ensure reasonableness in the administration of NPDES permit governing City operations, including pursuing a municipal representative on the Regional Water Quality Control Board.
7. Support the safe, responsible, and cost-effective reuse of Exceptional Quality or better biosolids.
8. Support sustainable and resilient energy programs.
9. Support legislation allowing cities/agencies to establish fees for the costs of operating mandated water quality programs such as, but not limited to, municipal storm water and total maximum daily loading.
10. Support federal legislative action and funding to transfer Salinas Reservoir from Army Corps of Engineers Military Project to Army Corps of Engineers Civil Works Project.
11. Support federal and state funding that would allow for transfer of Salinas Reservoir from the Army Corps of Engineers to the County or City of San Luis Obispo.
12. Support water conservation and water use efficiency best management practices.
13. Support amendments to the Urban Water Management Planning Act to recognize past investment in water conservation and the City's ability to comply with SBx7-7 (2009) and other water conservation regulations.

14. Oppose legislation that requires recycled water to be included in water conservation regulations.
15. Oppose mandatory consolidation of water systems.
16. Support the expansion of recycled water production and use, including potable reuse.
17. Support the use of Public Goods Funds for the development and installation of energy saving or green energy generating projects to benefit local government.
18. Oppose legislation that diminishes the City's existing or potential water rights.
19. Support the protection of water resources.
20. Support the protection of our natural resources from invasive species.
21. Support regional water resiliency initiatives.
22. Support streamlined water rights amendment processes for minor water rights permit changes.
23. Support federal and statewide funding of water infrastructure projects.
24. Oppose legislation that inhibits the City's ability to collect water and sewer bills either through terminating service for non-payment or other reasonable means absent public health or safety emergencies.
25. Oppose legislation that restricts water and sewer rates for certain customers to below the cost to provide service based on legitimate public interests such as affordable housing, senior housing, nonprofit public beneficial uses, and/or educational uses.
26. Support amendments to stormwater regulatory requirements to reduce mandatory minimum fines and penalties and the recovery of private attorneys' fees for technical non-compliance issues that do not result in adverse public health impacts or environmental harm.
27. Support stormwater requirements that are related to specific issues and include reasonable implementation timeframes and funding.
28. Support autonomy for management of individual Sustainable Groundwater Management Act designated basins within the county.
29. Support funding for implementation of Groundwater Sustainability Plans including the San Luis Obispo/Edna Valley Basin.

30. Support federal and state policies that require per- or polyfluoroalkyl substances (PFAS) source control and labelling by product manufacturers, producers, packagers, importers, suppliers, or distributors.
31. Support federal and state funding to assist with identification and clean up of per- or polyfluoroalkyl substances (PFAS) contamination in public source water supplies.
32. Support federal or state legislation to protect and limit the liability of passive receivers such as public water and wastewater agencies facing the threat of either USEPA enforcement actions or third-party litigation from the decision to list PFAS as a hazardous substance.
- ~~29-33.~~ Oppose state or local per- or polyfluoroalkyl substances (PFAS) regulations that are more restrictive than federal regulations.

County/Regional Priorities

1. Support County land use policies and practices that are consistent with the Memorandum of Agreement adopted by the City Council and County Board of Supervisors in 2016 regarding development near the edges of the City and opposing inconsistent policies and practices.
2. Encourage participation by County in providing nearby parking for County employees and clients, and alternate transportation and parking demand reduction.
3. Support County development of a local ordinance providing additional local oversight and regulation of the land application of Pollutant Concentration (PC) or better biosolids.
4. Support the San Luis Obispo County Zone 9 Flood Control and Water Conservation District efforts to solve City/County flood problems.
5. Support the San Luis Obispo County Air Pollution Control District's legislative program, where consistent with the City's adopted policies and platform.
6. Support the San Luis Obispo Council of Governments' legislative advocacy activities, where consistent with the City's adopted policies, platform, and public policy and project objectives.
7. Support efforts to enhance dangerous animal regulation and enforcement.
8. Support the streamlining, clarification, and simplification of conflict-of-interest regulations applicable to local officials.
9. Support efforts of other regional entities to join Central Coast Community Energy.

10. Support the Central Coast Regional Energy Network at the County Board of Supervisors, the CPUC, and related relevant entities and supporting pilot projects in the City as feasible.
11. Support regional and regulatory collaboration to fund and support climate change impact projections and coordinate approaches for increasing regional resilience.
12. Support requirements that development outside City jurisdiction have adequate water supplies to support development activities and intensities and does not indirectly impose water service obligations to adjacent municipal water agencies.
13. Support assistance for those experiencing physical and mental health impacts of a pandemic or other disaster.
14. Support the Integrated Waste Management Authority's (IWMA) legislative platform, where consistent with the City's adopted policies, platforms, and public policy and project objectives.
15. Support regional efforts to create a spectrum of housing types (including board and care and housing types that include other supportive services) within the County to house the unhoused.
16. Encourage the County of San Luis Obispo to build complete streets when building new roads, and to upgrade existing roadways to be complete streets.



Department: Utilities
Cost Center: 6107
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director – Wastewater
Meg Buckingham, Solid Waste and Recycling Program Manager

SUBJECT: FISCAL YEAR 2023-2024 SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY TECHNICAL ASSISTANCE GRANT APPLICATION

RECOMMENDATION

1. Authorize the Utilities Department to apply for the Fiscal Year 2023-2024 Integrated Waste Management Authority Technical Assistance Grant in the amount of \$10,000;
2. If the grant is awarded, authorize the Utilities Director, or their designee, to execute necessary grant documents and direct the appropriation of monies to the accounts required to administer the grant.

POLICY CONTEXT

The recommended actions are consistent with the City of San Luis Obispo's [Climate Action Plan](#), Pillar 5: Circular Economy, which includes a [Lead by Example](#) component identifying a zero-waste goal of ninety percent landfill diversion for all City operations, buildings, and facilities by 2030.

DISCUSSION

Background

The San Luis Obispo County Integrated Waste Management Authority (IWMA) offers a Technical Assistance Grant (TAG) Program to businesses, government agencies, nonprofit groups, and institutions located in San Luis Obispo County to promote, start, and/or expand waste reduction and landfill diversion efforts.

The IWMA's TAG Program is designed to empower local groups and/or change agents to develop community-based strategies for the prevention, separation, diversion, recycling, and composting of material. The IWMA typically seeks applicants who can act as a catalyst for reducing waste, promote zero waste strategies, demonstrate circular economy practices to eliminate waste, and maximize material resources.

Application Process and Proposed Use of Grant Funds

If approved by the City Council, staff will apply to the TAG Program. This is a competitive grant opportunity and applications include a written component (Attachment A) and a presentation to the IWMA Board of Directors for consideration at the May 8, 2024, Board of Directors meeting.

In 2023, staff performed an audit of the trash, recycling, and organics containers located at indoor and rentable City facilities to identify areas that need new containers in compliance with Senate Bill 1383. During this audit, staff observed certain City facilities had broken containers, incorrectly labeled containers, or no containers at all for recycling.

Staff procured uniform two and three waste stream containers with available budgetary savings and installed them at prioritized City facilities not in compliance with SB1383, or that had an immediate need. This grant funding would be used to purchase containers for the remaining public-facing or high-use locations that do not yet have the needed containers. The in-kind contributions of staff time will be dedicated to facilitating the project, procuring and installing the containers, and reporting the success to the IWMA.

This grant would further the City’s efforts towards meeting the ambitious zero waste goal included in the adopted Climate Action Plan with the intent that by leading by example, the City will simultaneously reduce greenhouse gas emissions and demonstrate replicable strategies to residents, businesses, and other organizations.

Previous Council or Advisory Body Action

On October 20, 2020, the City Council authorized staff to apply for a previous round of TAG Program funding. Grant funding renews every fiscal year, providing the opportunity for agencies to apply annually.

Public Engagement

Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting. An opportunity for public comment will also be available at the May 8, 2024, IWMA Board of Directors meeting when the City’s TAG funding request is under consideration.

CONCURRENCE

The City’s Finance Department concurs with the findings of this report. The Office of Sustainability and Natural Resources also concurs with staff’s recommendation.

ENVIRONMENTAL REVIEW

The recommended actions are not a “project” as defined under CEQA Guidelines Section 15378 because the action will not result in any physical change to the environment.

FISCAL IMPACT

Budgeted: No
 Funding Identified: Yes

Budget Year: 2023-24

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other: TAG Program Award	\$10,000			
Total	\$10,000	\$	\$	\$

There is no fiscal impact associated with the recommended action to authorize staff to pursue a grant funding opportunity with the IWMA for up to \$10,000 to fund solid waste and recycling infrastructural improvements to increase landfill diversion.

ALTERNATIVES

Council could decide not to authorize the application to the IWMA TAG Program. Staff does not recommend this alternative; however, if Council chooses not to authorize staff to apply for this funding, staff will continue to seek other funding sources to assist with the implementation of the City’s Climate Action Plan.

ATTACHMENTS

A - Fiscal Year 2023-2024 Technical Assistance Grant Program Application



TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION

Applicant Information

Organization: City of San Luis Obispo - Public Utilities Department		
Applicant Name	First: Meg	Last: Buckingham
Applicant Physical Address	Street: 879 Morro Street	
City: San Luis Obispo	State: CA	Zip Code: 93401
Applicant Mailing Address	Street: 879 Morro Street	
City: San Luis Obispo	State: CA	Zip Code: 93401
Primary Contact Name	First: Meg	Last: Buckingham
Title	Solid Waste and Recycling Program Manager	
Work Phone: (805)783-7850	Cell Phone: (805)748-0887	
Email: mbuckin@slocity.org	Total TAG Funding Requested: \$10,000	

Brief Project Description (1-3 sentences)

This grant request is for the purchase cost of indoor two and three stream recycling, trash, and organics receptacle systems to be installed at various locations throughout City facilities in order to maximize landfill diversion opportunities in accordance with the City's Climate Action Plan implementation efforts.

Certification:

I declare, under the penalty of perjury, that all information submitted for the San Luis Obispo County Integrated Waste Management Authority's (IWMA's) consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief: ***If applicant is not Officer/Principal, have form signed before returning to IWMA.***

Company Officer or Principal Name	First: Meg	Last: Buckingham
Title: Solid Waste and Recycling Program Manager	Phone: (805)783-7850	
Email: mbuckin@slocity.org		
Signature	<i>Meg Buckingham</i> <small>Digitally signed by Meg Buckingham Date: 2024.03.06 11:27:47 -08'00'</small>	

TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION QUESTIONS

Please provide the following information in the order requested. Additionally, limit your response to no more than (3) three pages.

Applicant Name	First: Meg	Last: Buckingham
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1. Provide a description of the project including project goals.

The City requests grant funding to purchase and install two and three stream indoor recycling and trash receptacles at public and high-use City facilities in order to maximize its internal recycling efforts.

The grant would further the City's efforts towards meeting the ambitious zero waste goal (90 percent landfill diversion by 2030) included in the adopted Climate Action Plan with the intent that by leading by example, the City will simultaneously reduce greenhouse gas emissions and demonstrate replicable strategies to residents, businesses, and other organizations.

The container systems will provide new recycling opportunities at many locations for staff and the public, are anticipated to increase program participation, and reduce contamination.

2. Describe how the grant money will be used to purchase, lease, or rent equipment or pay for services/supplies needed to start and/or expand landfill diversion or source reduction efforts.

Grant funds would be used to purchase containers for high-use and/or public City facilities, including Sinsheimer Pool, the Police Station, Parking Services, Utilities Department office, and the City Corporation Yard.

The new bins would provide uniform colors consistent with SB 1383 and the opportunity for customizable signage based on the discarded materials specific to each location. Last year, the City implemented the first phase of this project, focusing primarily on locations with an immediate need for organics and recycling containers. This year, the City would like to implement the second and final phase of this project by installing bin systems at the remaining priority locations.

Some of these facilities have lobby areas and meeting rooms that do not currently offer recycling to the public. Other locations have been identified both by the City's Solid Waste and Recycling Team and a consultant hired by the City to conduct a waste characterization audit of City facilities and operations as high contamination areas resulting from roaming bins, poorly labeled bins resulting from bin/lid design, and the continual misplacement of the labeled lids on the wrong bins.



Applicant Name	First: Meg	Last: Buckingham
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3. Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project's proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc.

Year 1:
Grant Funds - \$10,000 (bin procurement - bin costs and shipping)
In-Kind - 5 hours of staff time (Bin procurement, facilitation, and installation)
In-Kind - 12 hours of staff time (Quarterly bin monitoring for contamination and diversion success)

Year 2:
In-Kind - 12 hours of staff time (Quarterly bin monitoring for contamination and diversion success)

Year 3:
In-Kind - 12 hours of staff time (Quarterly bin monitoring for contamination and diversion success)

No revenues will be received from this effort.

4. Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.

In July 2023, the City hired a consultant, ReCREATE, to conduct a waste generation and characterization audit of City facilities and operations. ReCREATE determined that the City's internal diversion rate was 30 percent, however, it could be doubled to 60 percent if discarded materials were properly source separated.

Placing uniformly paired, well-labeled, and SB 1383 consistent color-coded bins in areas where recycling is not currently offered and in high employee/public usage areas is expected to increase the amount of materials the City is able to divert from landfill disposal. In addition, the new bins allow for customized signage that can be designed and periodically updated to target location specific contamination based on the findings of quarterly visual audits.

The City will use an Excel spreadsheet to track the status of project milestones. Milestones include opening a purchase order to the bin system supplier, product delivery, and grant administrative tasks. Additional milestones beyond the scope of this funding request include product installation, quarterly visual waste contamination audits, and the design and installation of customizable signs.



Applicant Name	First: Meg	Last: Buckingham
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5. How does this project provide new or expanded landfill diversion and/or source reduction opportunities for San Luis Obispo County?

Placing uniformly paired, well-labeled, and SB 1383 consistent color-coded bins in areas where recycling is not currently offered and in high employee usage areas with inferior bin set ups is expected to increase the amount of materials the City is able to divert from landfill disposal.

A prime example is the Sinsheimer Pool that does not have public facing bins for mixed recycling and organics recycling in its lobby area. This facility has over 40 part-time lifeguards and can draw hundreds of members of the public for a single event who enter and exit through this area.

The new bins allow for customized signage that can be easily updated to target location specific contamination based on the results of periodic audits. The City has piloted both types of bin systems in many of its rental facilities, such as the Ludwick Center and Library Community room, and has received very positive feedback from facility users.

6. What resources and expertise do you have to complete this project?

The City implemented the first phase of this project in 2023 and has a clear understanding of what it will take to procure and install the bin systems at the identified locations.

The City has already conducted multiple surveys of its facilities to determine these high priority locations, that included stakeholder input from facility users.

Time will be dedicated from the Solid Waste and Recycling Coordinator and Solid Waste and Recycling Manager to oversee the procurement of the bins, and City Building Maintenance staff will assist with their installation. The program also includes custodial training to make sure materials placed in each of the containers are properly discarded in the appropriate outdoor receptacles.

Note: In addition to responding to the above (6) six items, applicants may provide up to (10) ten pages of supplemental information such as brochures, equipment flyers, etc. Print application and submit the complete packet by US Postal Service. Applications must be date stamped by the application deadline.





Department: Administration
Cost Center: 1005
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Robert Hill, Sustainability & Natural Resources Official

SUBJECT: PURCHASE OFFER FOR PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM COUNTY OF SAN LUIS OBISPO FOR BOB JONES PATHWAY PROJECT

RECOMMENDATION

Pursuant to an offer package received from the County of San Luis Obispo for its Bob Jones Pathway Project:

1. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the sale of a Perpetual Easement and a Temporary Construction Easement for the County of San Luis Obispo's Bob Jones Pathway Project that will encumber portions of property owned by the City of San Luis Obispo identified as Assessor's Parcel Numbers 076-061-075, 076-061-078, and 076-121-018 commonly known as the Filipponi Ecological Reserve"; and
2. Authorize the Mayor to sign the document entitled, "Perpetual Easement Agreement (And Temporary Construction Easement) Bob Jones Pathway"; and
3. Direct staff to receive and reserve the funds for future open space uses in accordance with General Plan policy.

POLICY CONTEXT

There are three areas of pertinent City policy applicable to evaluating the offer from the County of San Luis for the requested easements necessary for them to complete their Bob Jones Pathway Project.

1. Support for the County's Bob Jones Pathway Project can be found in a suite of City policy documents:
 - a) The Land Use Element of the General Plan (2014), with Goal # 10 (Environment), "Support statewide and regional efforts to create more sustainable communities, reduce greenhouse gas emissions, and develop transportation systems that support all modes of circulation."

- b) The Circulation Element of the General Plan (2014) calls for achieving a transportation mode split objective of 20% of all trips being made by bicycle, which is echoed by the Climate Action Plan for Community Recovery (2020) that also places a strong emphasis on addressing emissions from regional trips.
 - c) The Active Transportation Plan (2021) addresses the need for regional collaboration and specifically names the subject project with Goal 1.9 Collaborate with Regional Partners. “Cooperate with the County, State, San Luis Obispo Council of Governments, Cuesta College and Cal Poly in the planning and design of regional bicycle and pedestrian facilities (e.g. Bob Jones City-to-Sea Bike Trail, Chorro Valley Trail, Edna-Price Canyon Trail) to expand regional active transportation and recreation opportunities.”
2. The City of San Luis Obispo’s policies and procedures for real property acquisition and disposal are found at Section 475 of the Financial Management Manual, which further incorporates City Charter Article IX, Section 906 and City Council Resolution No. 10052 (2009 Series). Policy guidance pertinent to granting the proposed permanent and temporary construction easements to another public agency can be found in the sub-section regarding long-term use of real property intended for specific City-approved purposes by others (475-11): “The proposed use must further the Council’s intended goals or policies for the specific property, and shall not conflict or preclude any existing or planned City use” and “The proposed use should be consistent with the goals and objectives of the City’s General Plan for land use.”
3. Staff’s recommendation to receive the offered payment funds and reserve them for future open space uses is supported by policy found in the Conservation and Open Space Element of the General Plan (2006), Appendix C: Management of Open Space Lands, paragraph 13: “When compatible with the primary purpose of the open space, the City should use revenue from open space lands ... to fund open space maintenance. Such revenues may also be used to acquire open space.”

DISCUSSION

Background

The Bob Jones Pathway (sometimes also referred to as the Bob Jones Trail and the City-to-Sea Trail) was envisioned over 25 years ago as a pedestrian and bicycle facility to join the communities of San Luis Obispo and Avila Beach with a trail along San Luis Obispo Creek. Bob Jones was a passionate conservationist, co-founder of the pioneering environmental consulting firm, Jones & Stokes, and also served on the Board of Trustees of The Land Conservancy of San Luis Obispo County.

At present, there are two existing sections of the Bob Jones Pathway, a 2.5-mile segment between Ontario Road and Avila Beach operated by the County of San Luis Obispo and a 1.1-mile segment operated by the City of San Luis Obispo between Prado Road and Los Osos Valley Road.

The next new segment of the Bob Jones Pathway is being undertaken by the County of San Luis Obispo's Parks and Recreation Department and Public Works Department and is a 4.4-mile segment stretching from the Octagon Barn Center located off of South Higuera Street and the existing Ontario Road staging area¹. At this time, the County has completed and certified an Environmental Impact Report for the project and has been awarded \$18.25 million in funding through a State of California Active Transportation Program (ATP) grant facility. Project engineering and design is nearing completion, and the right-of-way acquisition process is now underway.

Filipponi Ecological Reserve

One such property that will require right-of-way acquisition is owned by the City of San Luis Obispo, commonly known as the "Filipponi Ecological Reserve". The City acquired approximately 70 acres of land from the Filipponi family in April 2000 that had once been part of the larger Filipponi Ranch; however, the property was bifurcated by the construction of the US 101 freeway. The remaining, subject land on the east side of US 101 was farmed over the years, but in wet winters the land would flood from time-to-time resulting in loss of crops and overall utility given that it is part of the historic floodplain along the East Fork of San Luis Obispo Creek. Following acquisition of the land, the City partnered with The Land Conservancy of San Luis Obispo County to implement a series of wetland and floodplain restoration projects. Due to the site characteristics and poor access from South Higuera, the City has historically only allowed for docent-led and educational outings at the property.

It is important to note that the City acquired the Filipponi Ecological Reserve, in part, with grants funds from the California Department of Transportation's "Environmental Enhancement and Mitigation Program" (EEMP). As a required condition of that grant facility, an "Agreement Declaring Restrictive Covenants" was recorded on title to the property to ensure that the property is only used in a manner consistent with the purposes of the grant. Staff from the City, County, and local office of Cal Trans have conferred on the matter and agree that the small area of the easements along the frontage of the property, as further described herein, will not significantly impair or interfere with the conservation purposes of the property acquisition and the EEMP grant.

County of San Luis Obispo Offer Package

The County of San Luis Obispo's Public Works Department has delivered to the City an offer package dated as of March 1, 2024 (Attachment B). The key highlights of the package are as follows:

¹ Another future, connecting segment of the Bob Jones Pathway between Los Osos Valley Road and the Octagon Barn Center will be undertaken by the City of San Luis Obispo. This is considered a "Tier 1" project in the City's Active Transportation Plan given the funding that has been acquired by the County for their project (page 147).

Purchase Request

The County is seeking to purchase from the City a perpetual easement for the pathway totalling 0.86 acres and a temporary construction easement for a three-year term totalling 3.32 acres. These easements would encumber three separate parcels owned by the City within the site. Both the permanent easement and the temporary construction easements are shown graphically at Exhibit B of the package. The permanent easement is legally described and depicted at Exhibit B-1.

Valuation and Offer Price

An appraisal was conducted in order to determine the fair market value of the easement interests proposed to be purchased, dated as of March 2, 2023. The valuation process is based on a highest and best use of the land for rural residential / agricultural production and relies on the comparable sales approach to value; the cost approach and income approach to valuation were not applicable because the City's property does not have any improvements and does not produce income.

The value for the perpetual easement was determined to be \$34,830. The value for the temporary construction easement was determined to be \$29,880. A severance damage payment of \$3,015 was also included in the offer. Just compensation and the proposed purchase price is therefore a total of \$67,700.00 (rounded).

Overview of Easement Terms

The full text of the proposed permanent and temporary construction easements is included with the offer package that is Attachment B to this Council Agenda Report. A brief overview of easement terms is below:

- a) The easement for the pathway is perpetual and non-exclusive.
- b) The purpose of the easement for the pathway is for the construction, reconstruction, maintenance, repair, and use (including emergency use) as a public multi-use pathway.
- c) The pathway would be open to the public from one-half hour prior to sunrise until one-half hour after sunset for pedestrian and bicycle use.
- d) The County would post signs and install fencing, as well as conduct patrol, enforcement, and all maintenance activities in accordance with County regulations and standards.
- e) The temporary construction easement is for a three-year term.
- f) The County would restore the temporary construction easement area to the condition that generally existing prior to construction.
- g) The County would implement and is fully responsible for the Habitat Mitigation and Monitoring Program required by the Environmental Impact Report for the Bob Jones Pathway Project.
- h) The easement document includes indemnification by the County, as well as standard terms and conditions for an easement instrument.

Previous Council Action

The City Council approved the purchase of this property by adoption of Resolution No. 8987 (1999 Series) and the acquisition was completed on April 12, 2000. On June 19, 2021, Council approved a “Conceptual Restoration and Enhancement Plan” and since that time has also approved several restoration and mitigation projects conducted by others upon the property.

Public Engagement

An extensive public engagement process was conducted leading up to the adoption of the City’s Active Transportation Plan, wherein the Bob Jones Pathway was specifically discussed. The County of San Luis Obispo has also conducted numerous public meetings regarding the project over the course of the past 20 years. Any member of the public may comment on this item either in writing or in-person at the hearing.

General Plan Conformity

California Government Code Section 65402 requires that the Planning Commission make a finding that an acquisition or disposal of real property for public purposes, such as contemplated herein, is consistent with the General Plan. On December 9, 2020, the Planning Commission reviewed the draft Active Transportation Plan (subsequently adopted by City Council in February 2021), which identified the Bob Jones Pathway Project. The Planning Commission’s action included approval of a General Plan Conformity report that was included as Attachment 4 to the Planning Commission Agenda Report for that hearing.

CONCURRENCE

The Public Works Transportation Engineering Division has participated in the processing of this item and concurs with the recommendation.

ENVIRONMENTAL REVIEW

The County of San Luis Obispo is the lead agency for the environmental determination for its Bob Jones Pathway Project under the California Environmental Quality Act and is also responsible for all applicable regulatory agency permitting and requirements. The re-circulated Draft Environmental Impact Report was certified by the County Board of Supervisors on February 24, 2015 (SCH # 2010031121).

FISCAL IMPACT

Budgeted: No
Funding Identified: N/A

Budget Year: 2023-24

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund				
State				
Federal				
Fees				
Other:				
Total	N/A	N/A	N/A	N/A

The County of San Luis Obispo will make a lump sum payment in the amount of \$67,700.00 to the City of San Luis Obispo as “good and valuable consideration” for the subject easements. Per Conservation and Open Space Element policy, as discussed above, this revenue should be reserved for future open space maintenance or acquisition purposes.

ALTERNATIVES

Council may ask questions or request further clarification from staff, may request changes prior to approval, or may decide not to approve the recommendations contained in this Council Agenda Report. A decision not to approve, however, is not recommended by staff because this request is in furtherance of a long-standing community project of regional significance, is consistent with numerous City goals and policies, and may jeopardize the \$18.25 million in grant funding that has been secured by the County of San Luis Obispo.

ATTACHMENTS

- A - Draft Resolution authorizing the sale of a perpetual trail easement and a temporary construction easement for the County of San Luis Obispo’s Bob Jones Pathway Project
- B - Offer Package received from the County of San Luis Obispo

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING THE SALE OF A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE COUNTY OF SAN LUIS OBISPO'S BOB JONES PATHWAY PROJECT THAT WILL ENCUMBER PORTIONS OF PROPERTY OWNED BY THE CITY OF SAN LUIS OBISPO IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 076-061-075, 076-061-078, AND 076-121-018 COMMONLY KNOWN AS THE FILIPPONI ECOLOGICAL RESERVE

WHEREAS, the City of San Luis Obispo has adopted policies and procedures for protection, management, and public use of open space lands and natural and cultural resources acquired by the City; and

WHEREAS, the City of San Luis Obispo owns and manages open space areas totaling over 4,000 acres, including the approximately 70-acre Filipponi Ecological Reserve; and

WHEREAS, the County of San Luis Obispo has received grant funding to construct and implement its Bob Jones Pathway Project, a multi-use bicycle and pedestrian facility, which will necessitate their purchase of both a 0.86-acre permanent easement for the pathway and a 3.32-acre temporary construction easement from the City of San Luis Obispo that will encumber portions of the Filipponi Ecological Reserve; and

WHEREAS, the County of San Luis Obispo has identified the specific easement areas needed for the project, prepared an appraisal to determine the fair market value of the easements, set forth a satisfactory form of easement agreement, and has made an offer to pay the fair market value for the easements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Recitals. The recitals set forth above are hereby adopted as findings of the City in approving the real property transaction described herein.

SECTION 2. Environmental Review. The County of San Luis Obispo is the lead agency for the environmental determination for its Bob Jones Pathway Project under the California Environmental Quality Act and is also responsible for all applicable regulatory agency permitting and requirements. The re-circulated Draft Environmental Impact Report was certified by the County Board of Supervisors on February 24, 2015 (SCH # 2010031121).

R _____

SECTION 3. Bob Jones Pathway Project. The City Council hereby accepts the offer from the County of San Luis Obispo and authorizes the sale of the permanent and temporary easements in accordance with the offer package dated March 1, 2024, based on the following findings:

- a) The sale of the permanent and temporary construction easements is consistent with various City of San Luis Obispo policy documents including the Land Use and Circulation Elements of the General Plan (2014), as well as the adopted Climate Action Plan for Community Recovery (2020) and the Active Transportation Plan (2021).
- b) The sale of the permanent and temporary construction easements is consistent with the City of San Luis Obispo's policies and procedures for real property acquisition and disposal found at Section 475 of the Financial Management Manual, which further incorporates City Charter Article IX, Section 906 and City Council Resolution No. 10052 (2009 Series). Specifically, granting the permanent and temporary construction easements to another public agency is consistent with the sub-section regarding long-term use of real property intended for specific City-approved purposes by others (475-11): "The proposed use must further the Council's intended goals or policies for the specific property, and shall not conflict or preclude any existing or planned City use" and "The proposed use should be consistent with the goals and objectives of the City's General Plan for land use."
- c) On December 9, 2020, the Planning Commission reviewed the draft Active Transportation Plan (subsequently adopted by City Council in February 2021), which identified the Bob Jones Pathway Project. In accordance with California Government Code Section 65402, the Planning Commission's action included approval of a General Plan Conformity report that was included as Attachment 4 to the Planning Commission Agenda Report for that hearing.
- d) The sale of the permanent and temporary construction easements is consistent with the conservation purposes of the property, as well as the grant funding that was provided by the California Department of Transportation's "Environmental Enhancement and Mitigation Program" (EEMP) that was awarded at the time of the property acquisition (1999/2000) and the "Agreement Declaring Restrictive Covenants" that was recorded on title to ensure that the property is only used in a manner consistent with the purposes of the grant, because the small area of the easements that will encumber the frontage area of the property will not significantly impair or interfere with the conservation purposes of the property and the EEMP grant.

- e) The appraisal methodology and valuation, dated as of March 2, 2023, represents fair market value for the permanent and temporary construction easements and the offered sum of \$67,700.00 is just compensation.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:
 NOES:
 ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

 Mayor Erica A. Stewart

ATTEST:

 Teresa Purrington
 City Clerk

APPROVED AS TO FORM:

 J. Christine Dietrick
 City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

 Teresa Purrington
 City Clerk

R _____



March 1, 2024

HAND DELIVERY

City of San Luis Obispo
Attn: Robert Hill
990 Palm Street
San Luis Obispo CA 93401-3249

Subject: County of San Luis Obispo – Bob Jones Pathway “Gap Closure” Project
WBS #320096, Parcel 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

Dear Mr. Hill:

The County of San Luis Obispo (County) hereby offers to purchase from the City of San Luis Obispo (City) a Permanent Easement and a Temporary Construction Easement over portions of City property along South Higuera Street, San Luis Obispo, otherwise identified as Assessor’s Parcel Number(s) 076-061-075, 07-061-078 and 076-121-018, for the Bob Jones Pathway “Gap Closure” Project (Project).

As you are aware, the Bob Jones Pathway is a multi-year County project that is widely supported by the community. Construction of the Project, funded by grants, will close the pathway “gap” between two existing sections of the Bob Jones multi-use pathway by connecting their current termini trailheads – Ontario Road Trailhead at the north edge of Pismo Beach/Avila Valley and Octagon Barn Trailhead at the south edge of the City of San Luis Obispo.

This new segment of the pathway will be approximately 4.5 miles in length and is a part of the overall City to Sea Trail. This pathway fills an essential link in the County's bicycle transportation network and provides people of all abilities a transportation choice for bicycling and walking to work, school, and community destinations, and provides access through natural and agricultural areas for recreation and exercise.

The requested Permanent Easement is necessary for the construction of the pathway. The Temporary Construction Easement is required to support construction operations, including storage and stockpile space, within the project area.

Enclosed are the following documents outlining the County's offer to purchase the necessary real property rights:

- Summary Statement relating to the Purchase of Real Property or an Interest Therein.
- Right of Way Appraisal Summary Statement (with Principal Transactions).
- Easement Agreement describing the terms of the transaction, the permanent easement, and the Temporary Construction Easement.
- Property Owner's Information Pamphlet
- Internal Revenue Service Request for Taxpayer Identification Number (Form W-9)

I am available to meet with you at your convenience to discuss the proposed transaction and review the enclosed documents. I am also available to serve as Notary Public for the required signatures. Please contact me at (805) 781-5290 to arrange a meeting.

Sincerely,



VALERIE MOORE, SR/WA
Right of Way Agent

c: Aaron Yonker, Project Manager

File: Bob Jones Pathway "Gap Closure" Project WBS #320096

G:/RightofWay/BJP/Offer Ltr rev City of SLO.doc

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Bob Jones Pathway “Gap Closure” Project

Date: June 12, 2023

Project No. 320096

Parcel(s) 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

The County of San Luis Obispo (County) Bob Jones “Gap Closure” Project (Project) will close the gap between the two existing sections of the Bob Jones multi-use pathway by connecting termini trailheads. The pathway, which is non-vehicular, except for emergency vehicle traffic, provides a transportation choice for bicycling and walking while providing access through natural and agricultural areas for recreation and exercise.

A portion of your property located on South Higuera Street is within the Project area and is also identified by the County Assessor as Parcel No(s). 076-061-075, -078 and 076-121-018. A Permanent Easement and a Temporary Construction Easement are required to provide the additional easement area and temporary work area necessary for construction of the Project.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the County Real Property Acquisition Policy require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which may be allocable to any period subsequent to the passage of title or possession.
2. The County will offer to purchase any remnant created by the proposed acquisition and considered by the County to be an uneconomic unit which is owned by you or, if applicable, occupied by you as a tenant and which is contiguous to the land being conveyed.
3. All buildings, structures, fences, and other improvements affixed to the land described in the referenced conveyance document covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests to be acquired are:

Parcel 22-12.01 (APN 076-061-075)

Perpetual Easement: 0.40± acre (17,500± sq ft)

Temporary Construction Easement: 2.35± acres (102,230± sq ft)

Parcel 22-12.03 (APN 076-061-078)

Perpetual Easement: 0.24± acre (10,670± sq ft)

Temporary Construction Easement: 0.72± acre (31,380± sq ft)

Parcel 22-12.07 (APN 076-121-018)

Perpetual Easement: 0.22± acre (9,520± sq ft)

Temporary Construction Easement: 0.25± acre (11,010± sq ft)

as further described in the attached Easement Agreement and related Exhibit(s).

4. The market value of the interest being purchased is based upon a valuation which is summarized on the attached Summary of Salient Facts and Conclusions (Appraisal Summary Statement) and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property rights to be purchased; and
 - b. Is not less than the approved appraisal of the fair market value of the property as improved; and

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

Bob Jones Pathway "Gap Closure" Project

Date: June 12, 2023

Project No. 320096

Parcel(s) 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

- c. Disregards any decrease or increase in the fair market value of the interest in real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Department will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
- a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the Department will not be a party to the contract;
 - b. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County at: Public Works Department, County Government Center, Room 206, San Luis Obispo, CA 93408 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the County concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required temporary interest in property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the ability of said business to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the County's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through voluntary donation to the County of all or part of your interest in the real property sought to be acquired by the County.

RIGHT OF WAY APPRAISAL SUMMARY STATEMENT

Bob Jones Pathway "Gap Closure" Project

Date: June 12, 2023

Project No. 320096

Parcel(s) 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

1. Name of owner: City of San Luis Obispo
2. Property interests to be acquired: Perpetual Easement and Temporary Construction Easement. Enclosed herewith is the proposed Perpetual Easement and Temporary Construction Easement Agreement, more particularly describing the property interests, the location, and the terms of the transaction.
3. Total Value of the property interests to be acquired:

	Rounded	<u>\$67,700.00</u>
a) <u>Title Interest, Area, and Value of land to be acquired:</u>		
<u>Parcel 22-12.01 (APN 076-061-075)</u>		
Perpetual Easement: 0.40± acre x \$45,000/acre x 90% fee		\$ 16,200
Temporary Construction Easement: 2.35± acre x \$3,000/ac/yr. x 3 yrs.		\$ 21,150
<u>Parcel 22-12.03 (APN 076-061-078)</u>		
Perpetual Easement: 0.24± acre x \$45,000/acre x 90% fee		\$ 9,720
Temporary Construction Easement: 0.72± acre x \$3,000/ac/yr. x 3 yrs		\$ 6,480
<u>Parcel 22-12.07 (APN 076-121-018)</u>		
Perpetual Easement: 0.22± acre x \$45,000/acre x 90% fee		\$ 8,910
Temporary Construction Easement: 0.25± acre x \$3,000/ac/yr. x 3 yrs		\$ 2,250
b) <u>Value of Improvements in acquisition area:</u>		None
c) <u>Severance Damage to remainder due to proposed acquisition & construction:</u>		
<u>Parcel 22-12.01</u> 0.47± acre x \$45,000/ac x 10% fee		\$ 2,115
<u>Parcel 22-12.03</u> 0.10± acre x \$45,000/ac x 10% fee		\$ 450
<u>Parcel 22-12.07</u> 0.10± acre x \$45,000/ac x 10% fee		\$ 450
d) <u>Amount of Benefits:</u>		None
4. JUST COMPENSATION FOR ACQUISITION (as described above): (Rounded) \$67,700.00

BASIS OF APPRAISAL - Basic Property Data:

Date of Value: March 2, 2023

Applicable zoning: Agriculture (AG)

Highest and Best Use: Rural Residential/Agriculture Production

1. The market approach is based upon the consideration of comparable land sales for valuation of the described real property.
2. The cost approach is based in part on a replacement cost new of improvements less depreciation and has been found to be inapplicable to this valuation.
3. The income approach is based on a consideration of net operating income and market-based capitalization rates and is not applicable.

 This Appraisal Summary Statement is presented in compliance with Federal and State law and is derived from an appraisal prepared by Public Works Staff.

Comparable Sales and Listings Summary

Sales	Subject Larger Parcel	1	2	3	4
Location	4677 S. Higuera Street SLOSLO	4860 Camp 8 Road NCELPO	1020 O'Conner Way SLOSLO	3625 Templeton Road NCELPO	0 Kiler Canyon Road NCADEL
Area	San Luis Obispo	Paso Robles	San Luis Obispo	Atascadero	Paso Robles
APN(s)	076-061-075, 076-061-078, 076-121-018	035-391-001, 035-381-034, 035-381-035, 035-381-037	067-061-042	034-421-035	026-342-049
Date of Value	3/3/2023	5/27/2022	8/31/2022	12/6/2022	7/22/2022
Price		\$2,750,000	\$3,800,000	\$1,100,000	\$1,149,000
Document No.		2022-022759	2022-034976	2022-047040	2022-030193
Doc. Stamps		\$3,025.00	\$4,180.00	\$1,180.85	\$1,263.90
Grantor		Wilkens	Vanherweg	Heilmann	Wolf
Grantee		Camp 8 Partners, LLC	Stapleman	Hendrix	Fields
Parcel Size	76.21	160.99	107.30	52.34	43.20
Present Use	Vacant	AG/Rural	AG/Rural	AG/Rural	AG/Rural
Zoning	AG	AG	AG	AG	AG
Improvements	None	Vineyard, Shop, MH	Avocado Trees, Barns	MH, fencing	Vineyard
Imp value		\$1,500,000	\$1,500,000	\$100,000	\$250,000
Net Value		\$1,250,000	\$2,300,000	\$1,000,000	\$899,000
Price per Acre		\$17,082	\$35,415	\$21,016	\$26,597
Price per Sq Ft (land)		\$0.39	\$0.81	\$0.48	\$0.61
Topography	Slight Slope	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	None	\$100,000	\$50,000	\$100,000	\$50,000
Access/View	Street	\$0.00	\$0.00	\$0.00	\$0.00
Net Adjusted value		\$1,150,000	\$2,250,000	\$900,000	\$849,000
Net Adjusted price per acre		\$7,143	\$20,969	\$17,196	\$19,653
Net Adjusted Price per SF land		\$0.16	\$0.48	\$0.39	\$0.45
Listings	Subject Larger Parcel	5	6	7	8
Location	4677 S. Higuera Street SLOSLO	0 Peachy Canyon Road NCADEL	0 Cayucos Creek Road NCADEL	5595 El Pomar Drive NCELPO	0 Pecho Valley Road LSOS
Planning Area	San Luis Obispo	Paso Robles	Cayucos	Templeton	Los Osos
APN(s)	076-061-075, 076-061-078, 076-121-018	026-331-018	046-191-054	033-291-012	074-024-011
Date of Value or Listing	3/3/2023	3/28/2022	5/17/2022	6/17/2022	12/23/2022
Price		\$1,200,000	\$1,210,000	\$1,175,000	\$799,000
Document No.		2022-013768	2022-021200	2022-025581	2022-049118
Doc. Stamps		\$1,320.00	\$1,331.00	\$1,292.50	\$878.90
Grantor		Hood	Martony/Pekarek	Reed	Harris
Grantee		Scarince	Burton	Harrington	Miller/Wong
Parcel Size	76.21	40.00	30.02	26.34	18.00
Present Use	Vacant	AG/Rural	Vacant	AG/Rural	Vacant
Zoning	AG	AG	AG	AG	RS
Improvements	None	Orchard, well	None	Vineyard, Barn	None
Imp value		\$200,000	\$0	\$200,000	\$0
Net Value		\$1,000,000	\$1,210,000	\$975,000	\$799,000
Price per Acre		\$30,000	\$40,306	\$44,609	\$44,389
Price per Sq Ft (land)		\$0.69	\$0.93	\$1.02	\$1.02
Topography	Slight Slope	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	None	\$50,000	\$0.00	\$50,000	\$0.00
Access/View	Street	\$0.00	\$0.00	\$0.00	\$0.00
Net Adjusted Value		\$950,000	\$1,210,000	\$925,000	\$799,000
Net Adjusted price per acre		\$23,750	\$40,306	\$35,118	\$44,389
Net Adjusted price per SF land		\$0.65	\$0.93	\$0.81	\$1.02

I have investigated sales of the Agricultural/Rural Acreage Sites in the general vicinity of the subject larger parcel. The above grid summarizes the comparable data. All comparables are current sales of parcels suitable for homesites and/or agriculture sites. Comparable 8 is the most representative of the subject with no adjustments, at an indicated unit value of \$45,000 acre or \$1.00 sq. ft.

RECORDING REQUESTED BY:

County of San Luis Obispo
Department of Parks and Recreation

AND WHEN RECORDED RETURN TO:

County of San Luis Obispo
Department of Parks and Recreation
1144 Monterey Street
San Luis Obispo, CA 93408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN(s): 076-061-075, 076-061-078
and 076-121-018 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and
Taxation Code § 11922

**PERPETUAL EASEMENT AGREEMENT
(AND TEMPORARY CONSTRUCTION EASEMENT)
BOB JONES PATHWAY**

THIS PERPETUAL EASEMENT AGREEMENT (“Agreement”) is entered into by and between City of San Luis Obispo, a California Charter Municipal Corporation, hereafter referred to as “Grantor,” and the County of San Luis Obispo, a public entity in the State of California, hereafter referred to as “County.” Grantor and County are sometimes individually referred to herein as “Party” or collectively as “Parties.”

RECITALS:

- A. Grantor is the owner of certain real property situated in an unincorporated area of San Luis Obispo, in San Luis Obispo County, California (hereafter referred to as the “Property” or the “Servient Tenement”), and more particularly described in Exhibit “A” which is attached to this Agreement and hereby incorporated by reference.
- B. County needs to obtain certain property interests from Grantor for the Bob Jones Pathway “Gap Closure” Project WBS 320096 (“Project”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. Grant of Easement; Satisfaction of Condition. Grantor hereby grants to County, its successor and assigns, and County hereby accepts, a non-exclusive, perpetual easement (“Easement”) in, on, over, upon, under and across that certain real property situated in the County of San Luis Obispo, State of California, described in Exhibit “B” and depicted in Exhibit “B1” attached hereto and incorporated herein (hereinafter, “Easement Area”) for the purposes of and subject to all the limitations, terms and conditions of this Agreement (hereinafter, the “Easement”).
- 2. The COUNTY shall:
 - A. Pay the undersigned Grantor the sum of \$67,700.00 for the subject property interests conveyed by this Agreement when title vests in the County free and

clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

- 1) Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the time the Agreement is entered.
- 2) Prior easements, rights of way over said land for public, public utility or quasi-public utility purposes, if any.
- 3) Matters affecting title to the Property.

B. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

C. Have the authority to deduct and pay from the amount shown in Paragraph 2(a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. Character of Easement; Intent. The Easement is non-exclusive, in gross to the public, and the burdens run with the Servient Tenement.

4. Purpose of Easement. The purpose of the Easement is for the construction, reconstruction, maintenance, repair and use (including emergency use) of the Easement Area as a public multi-use pathway for the Project (“Pathway”) for the uses, and subject to the limitations specified in Paragraph 5 below.

5. Public Uses and Restrictions of Easement. All sections of the Pathway within the Easement Area, shall be open for public use daily between one-half hour prior to sunrise until one-half hour after sunset, or such other hours as otherwise established by County ordinance, for the following authorized purposes only and for no other uses except as specifically set forth in this Agreement: The Pathway shall be varying widths, together with any necessary Pathway junctions, for pedestrian and bicycling use; excluding, however, any motor driven equipment or vehicle other than as may be necessary for construction/development, maintenance, emergency, or patrol purposes or to provide access to any disabled persons confined to motor-driven devices. The use of the Pathway and Easement Area by either County or Grantor shall include emergency uses, including but not limited to use of the Pathway for the purpose of emergency public escape routes, emergency response, and emergency vehicle access due to wildfire or other emergencies; and for the purpose of wildfire prevention activities including, but not limited to, fuel reduction, enforcement, and fire break maintenance.

Nothing contained in this Agreement shall give any member of the public the right to loiter in the Easement Area, or enter any other portions of the Servient Tenement, except for such entry as may be specifically allowed by Grantor.

6. Secondary Easements. The Easement includes the following incidental rights:

A. The right of ingress and egress over and across the Easement Area for the installation, construction, maintenance, repair, and replacement of Pathway improvements in connection with the Project. For purposes of this Section 6.A, the right of “maintenance” shall include the right to adopt and enforce any rules and regulations adopted or promulgated by County which are related to the use of the Pathway, including, but not limited to, unlawful camping and trash removal.

B. The right of County to ensure and maintain public access to the Pathway. In exercising these rights, County must use reasonable care and may not make any material changes to the Easement Area except as specified in this Agreement.

C. County Signs. County shall have the right to post County signs along the Easement Area in conformance with Parks and Recreation Department standards for the protection of the health, safety and welfare of the public Pathway users and adjoining property owners, including the right to post signs for proper precaution in the event of emergencies. Examples of signs include, but are not limited to, mile markers, general Pathway information, directional signs, precautionary alerts such as signs indicating the closing of the Pathway in the event of flooding, and private property notices. All County-posted signs shall be in conformance with any, and all, sign ordinances, of the County of San Luis Obispo, and shall be approved by the Department of Parks and Recreation Director or designee. Grantor shall also have a right to install signs identifying its ownership of the Property, as well as applicable rules and regulations pertinent to its Property.

D. Enforcement. General information and directional signs shall be posted at main entrances to the Pathway. General information signs shall display the rules and regulations of the Pathway. In addition to all law enforcement agents and peace officers, the County Parks staff shall have the right to enforce the rules and regulations of the Pathway. Enforcement of such rules and regulations shall be determined by law enforcement agents, peace officers, and County Parks staff either separately or jointly, at the time of the violation. Grantor, through its Ranger Service or law enforcement agents, shall also have a right of enforcement, but not an obligation.

7. Non-Exclusive Easement; Reservation of Grantor’s Rights; Right of Reversion. This Agreement, except as specifically otherwise set forth, imposes no restrictions on the current uses or any and all future uses (as they may change from time to time) of the Servient Tenement by Grantor whether or not within the Easement Area, provided they do not materially interfere with the purposes of the grant of Easement. Specifically, Grantor shall retain rights to access the Easement Area in order to access Grantor’s Property, so long as said access does not damage the Easement (reasonable wear and tear accepted) or unreasonably interfere with the public’s use of the Easement.

8. Acceptance in Natural Condition; Installation and Maintenance of Improvements.

A. County accepts the Easement and the Easement Area in the condition it exists as of the date of this Agreement.

B. Grantor hereby warrants and represents that the Grantor has not knowingly discharged or caused to be discharged any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25115, 25117, and 25316 of the California Health and Safety Code) on, beneath or within any of the real property covered by this Agreement. If Grantor ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, Grantor shall immediately so advise County. County and Grantor are aware of the potential of previously documented and evaluated deposits of weathered crude oil to be present within the Easement resulting from the 1926 Tank Farm fire and have each concluded through their independent due diligence investigations that the potential presence of these deposits is considered low risk and not categorized as hazardous waste.

C. Grantor hereby warrants and represents that (1) Grantor has sufficient title in the Subject Property to fully convey to County all of the property rights and interests described in the Easement Area, subject to any mortgage, loan, required consent or other superior interest or matters affecting title to the Property, and (2) that Grantor's title in the Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Property to someone other than the County prior to close of escrow. County acknowledges the prior existence of an "Agreement Declaring Restrictive Covenants" recorded on title in favor of the State of California Department of Transportation related to grant funding awarded to Grantor at the time of Grantor's acquisition of the Property (Doc. No. 2000-019357, Official Records, San Luis Obispo County).

D. County, at its sole cost and expense, shall be responsible for all installation, maintenance, repair and replacement of improvements in and along the boundaries of the Easement Area, including but not limited to all required fencing, grading, and drainage related to the proposed Pathway. The County's development of the improvements to the Easement Area, and opening for public use, is subject to the resources available to the County, as the parties agree that the Easement Area shall not be open to public use until the County has installed the planned Pathway improvements and has formally opened the Easement Area to the public.

E. County shall be responsible for enforcing all rules and regulations applicable to conduct and activity on the Pathway, including, but not limited to unlawful camping and trash removal. County's responsibility to begin coordinating proceedings to enforce against unlawful camping is immediate upon discovery or notification from Grantor, its agents, or any member of the public; that notwithstanding, the Grantor shall have the right, but not the obligation, to enforce rules and regulations applicable to conduct and activity on the Pathway. It is expressly understood that County's enforcement responsibilities as set forth in this paragraph 8.E shall be at the discretion of County and shall not be considered a mandatory duty or otherwise modify County's

liability under the Government Claims Act, Government Code §§ 810 et seq.

F. County shall maintain the Easement Area, including maintenance items such as removal of trash and abandoned personal property, graffiti abatement, as well as upkeep of fencing and any revegetation and / or erosion control measures, in a good and workmanlike manner and shall not allow the Easement Area to fall into disrepair. Upon seven calendar (7) days' notice by Grantor that the Easement Area has fallen into a state of disrepair, the County must undertake efforts to ameliorate the condition of the Easement Area. If County fails or is unable to maintain the Easement Area upon notification from Grantor, then County shall close the Easement to public use until such time as it is able to take corrective or remedial action.

G. County shall adopt and implement mitigation measures and a monitoring program in accordance with the Mitigation Monitoring and Reporting Program (MMRP), Appendix A to the Environmental Impact Report (Exhibit "C") attached hereto and incorporated herein.

H. Indemnification by County. COUNTY SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, CONSULTANTS' FEES, COURT COSTS AND INTEREST), LIABILITIES, ACTIONS AND DAMAGES (COLLECTIVELY, "CLAIMS") BY OR ON BEHALF OF ANY PERSON OR PERSONS ARISING IN CONNECTION WITH THE COUNTY'S NEGLIGENT USE OF THE EASEMENT AREA AS WELL AS COUNTY'S ENFORCEMENT ACTIONS TAKEN IN THE EASEMENT AREA PURSUANT TO THIS AGREEMENT, AND EXCEPTING ANY CLAIMS OCCURRING WITHIN THE EASEMENT AND/OR ON GRANTOR'S ADJACENT REAL PROPERTY WHICH RESULT FROM GRANTOR'S WILLFUL OR NEGLIGENT ACTS OR OMISSIONS, OR GRANTOR'S FAILURE TO GUARD OR WARN AGAINST A DANGEROUS CONDITION, USE, STRUCTURE OR ACTIVITY ON GRANTOR'S ADJACENT REAL PROPERTY.

9. Benefits and Burdens Run with the Land. The benefits and burdens of this Agreement run with the land and shall not be severed from the Servient Tenement.

10. Temporary Construction Easement. In addition to the Easement, Grantor hereby further grants to County a Temporary Construction Easement ("TCE") on the Property within that certain area depicted on the Right of Way Map attached as Exhibit "B" attached hereto and made a part hereof, for the purpose of all reasonable construction and construction support activities related to the Project including, but not limited to the stockpiling of materials, soil, and equipment. The TCE shall commence on the commencement of construction, and shall terminate upon completion of Pathway project or three (3) years from the date of commencement, whichever shall occur first. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said TCE, including severance damages, if any. Prior to commencing utilization of the TCE, at the County's expense, an existing conditions inventory will be prepared for the TCE area and agreed upon by Grantor and County that it is representative of the condition of the TCE. Upon completion of Project construction, the TCE area shall be generally restored

to the condition that existed prior to construction in accordance with the documentation in the existing conditions inventory, to the extent reasonably practical.

11. Severability. The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

12. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.

13. Law. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.

14. Venue. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. Corporate Authority. Any individual executing this Agreement on behalf of Grantor represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Grantor, and that this Agreement is binding upon said Grantor in accordance with its terms.

16. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and County relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and County. No person shall sign for the County except the Chairperson of the Board of Supervisors. Grantor shall not rely on representations made by or signatures of any other person(s) acting on behalf of County.

17. Recordation of Agreement. This Agreement shall be recorded in the Official Records of San Luis Obispo County.

(Signatures appear on following page)

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

Dated: _____, 20__

ATTEST:

REBECCA CAMPBELL
Interim Ex-Officio Clerk of the Board

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____ Dated: _____, 20__
Deputy County Counsel

G:\RightOfWay\Common\Bob Jones Trail 320096_Owners\22-12.01,03,07 City of SLO\Offer pkg\Easement Agreement BJP City of SLO_20240228 FINAL.docx

EXHIBIT A
(PAGE 1 OF 3)

LEGAL DESCRIPTION

Real property in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

A.P.N. 076-061-075

Government Lots 2 and 3 of Section 15 and Government Lot 1 of Section 16, all in Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land.

Excepting therefrom any portion of said land lying within the bounds of the property conveyed to the State of California, by instruments recorded in Book 78, Page 152; Book 434, Page 216; and Book 1206, Page 713 of Official Records, County of San Luis Obispo.

Also excepting therefrom that portion of said land as described in Notice of Voluntary Merger recorded April 12, 2000 as Instrument No. 2000-019358 of Official Records, County of San Luis Obispo, described as follows:

A portion of Government Lots 2 and 3 in Section 15, Township 31 South, Range 12 East, and a portion of Government 1 in Section 16, Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands approved by the Surveyor General on November 21, 1867 described as follows:

Beginning at the Northwesterly most corner of said Government Lot 2; said point lying North 85° 31' 58" West, 660.17 feet from a corner marked S.F. #4, as shown on the Survey of Lot 38 of the Ranchita de Santa Fe, according to the official plat of the survey of said lands approved by the Surveyor General on May 3, 1859, an 8 inch by 8 inch post at the intersection of two fence lines according to the map filed in Book 21 of Record of Surveys at Page 9, records of said County thence;

1. South 85° 31' 58" East along the boundary of said Ranchita de Santa Fe, a distance of 353.15 feet; thence
2. North 74° 04' 53" East, 36.75 feet; thence
3. North 34° 22' 53" East, 159.06 feet; thence
4. North 54° 46' 53" East, 358.38 feet; thence
5. North 34° 32' 53", 414.53 feet to S.F.#5, being the Northwest corner of said Government Lot 2; thence
6. North 89° 40' 11" East, along the North line of said Lot 2, a distance of 222.69 feet to the East line of said Lot 2; thence
7. South 00° 15' 00" West, 982.27 feet; thence
8. Leaving the East line of said Lot 2, South 53° 35' 28" West, 232.84 feet; thence
9. South 39° 21' 31" West, 205.03 feet; thence
10. South 83° 14' 28" West, 230.24 feet, more or less to a point on the South line of said Lot 2; thence
11. North 47° 49' 10" West, 913.75 feet, more or less, to a point on the West line of said Lot 2 and on the East line of said Lot 1, said point being twenty-five (25) feet from, measured at right angles to, the Southwesterly line of said Ranchita de Santa Fe; thence
12. North 54° 46' 58" West, along a line twenty-five (25) feet from and parallel with said Southwesterly line 1293.24 feet; thence
13. South 56° 18' 39" West, 16.08 feet; thence
14. North 54° 46' 58" West, 42.72 feet, more or less, to a point on a non-tangent curve, concave to the Southeast, having a radius of 1960.00 feet, a radial line to said curve bears North 34° 27' 07" West, said curve being the Southeasterly boundary of South Higuera Street; thence
15. Northeasterly along the arc of said curve through a central angle of 01° 15' 08" an arc length of 42.83 feet; thence
16. Leaving said Southeasterly boundary, South 54° 46' 58" East, 1308.78 feet to the point of beginning

EXHIBIT A
(PAGE 2 OF 3)

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

APN: 076-061-078

That part of Government Lot 1 in Section 16, Township 31 South, Range 12 East, Mount Diablo Base and Meridian as conveyed to the State of California, by parcel "THIRD" in deed recorded February 13, 1947 in Volume 434 at page 216, Official Records of San Luis Obispo County. Together with any right, title or interest in said Section conveyed to the State of California by deed recorded December 3, 1929 in Volume 78 at page 152, Official Records of said County that lies southeasterly of the relinquishment of said County recorded in Volume 503 at page 217, Official Records of said County.

EXHIBIT A
(PAGE 3 OF 3)

A.P.N. 076-121-018

All that parcel of Lot 6 of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, described as follows:

Commencing at a post marked "S.M.6", and running thence South 79° 45' East, 2181.90 feet to post marked "S.38"; thence South 14° 30' West, 751.08 feet; thence South 75° 45' West, 1955.58 feet; thence North 7° West, 557.70 feet to the west side of former right of way of Railroad; thence along same South 11° West, 130.68 feet; thence West, 166.96 feet; thence North 18° East, 303.60 feet; and thence North 2° West, 1500.84 feet to the point of beginning.

Excepting therefrom that portion conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County, described as follows:

Beginning in the westerly line of Lot 6 of the Subdivision of the San Miguelito Rancho, at a point South 2° East, 601.26 feet distant from the Northwest corner "S.M.6" of said San Miguelito Rancho and running thence South 87° East, 2653.86 feet to the East line of said Lot No. 6; thence along said East line South 14° 30' West, 499.62 feet; thence South 75° 45' West, 1955.58 feet; thence North 89° West, 491.70 feet; thence South 12° West, 125.40 feet; thence West 166.98 feet to the West line of Lot No. 6; thence along said West line North 15° East, 303.60 feet; thence North 2° West, 899.58 feet to the point of beginning.

Also excepting therefrom any portion of said land lying within the bounds of the property conveyed to the State of California by instruments recorded in Book 78, Page 152; Book 434, Page 216; and Book 1206, Page 713 of Official Records, County of San Luis Obispo.

EXHIBIT B
LEGAL DESCRIPTION
PERMANENT EASEMENT

File no: 0019-0101-01

February 13, 2024

That portion of Government Lot 1 of Section 16, all in Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land thereof approved by the Surveyor's General's Office on June 12, 1872 and that portion of Lot 6 of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, according to the map recorded May 05, 1882 in Book A, Page 38 of Maps in the Office of the County Recorder of said County, described as follows:

COMMENCING at a found 2" brass cap station 655+31.04 99.07' left shown on the State of California Division of Highways Coordinate Control Map S.L.O.-101 PLM 24.8 to 27.9 sheet 2 of 2 ref data = F.B. Doc. 3077 on file at the District 5 Office from which a found 1.25" diameter iron pipe, no tag, shown as a 1.25" diameter iron pipe tagged RCE 6923 (S.M. #26) on Parcel Map No. CO 72-183, according to the map recorded March 11, 1973 in Book 10, Page 94 of Parcel Maps of said county, shown as station "ER" 551+06.14, 320.61' left on the State of California Division of Highways Right of Way Map 05-SLO-101 Old SLO-2-E dated 1947 sheet 24 of 32 on file at the District 5 Office bears South 24° 44' 55" West 9916.90 feet [South 24° 44' 35" West 9916.86 feet calculated from data shown on said Coordinate Control Map and said Right of Way Map]:

Thence South 22°47'14" West, 3488.04 feet to the beginning of a curve to the left having a radius of 120.00 feet, the center of said curve bears (RAD1) South 31°41'09" East;

Thence along the arc of said curve (C1) through a central angle of 28°54'19" a distance of 60.54 feet to the beginning of a reverse curve, having a radius of 200.00 feet and the **POINT OF BEGINNING** of a strip of land 28 feet wide lying 15 feet southeasterly and 13 feet northwesterly of the following described line, a point hereinafter referred to as **Point A** bears South 60°35' 28" East 15.00 feet;

Thence along the arc of said curve (C2) through a central angle of 22°53'49" a distance of 79.93 feet;

Thence (L1) South 52°18'21" West, 161.81 feet to the beginning of a tangent curve to the right, having a radius of 120.00 feet;

Thence along the arc of said curve (C3) through a central angle of 21°36'32" a distance of 45.26 feet to the beginning of a reverse curve, having a radius of 120.00 feet;

Thence along the arc of said curve (C4) through a central angle of 22°22'02" a distance of 46.85 feet;

Thence (L2) South 51°32'52" West, 342.74 feet to the terminus of said strip and the beginning of a strip of land 26 feet wide lying 13 feet southeasterly and 13 feet northwesterly of the following described line and to the beginning of a tangent curve to the left, having a radius of 200.00 feet;

Thence along the arc of said curve (C5) through a central angle of 55°38'23" a distance of 194.22 feet, a point hereinafter referred to as **Point B** bears (L5) North 85°54' 29" East 13.00 feet;

Thence (L3) South 04°05'31" East, 116.12 feet to the beginning of a tangent curve to the right, having a radius of 500.00 feet;

Thence along the arc of said curve (C6) through a central angle of 22°55'06" a distance of 200.00 feet;

Thence (L4) South 18°49'35" West, 181.07 feet to the beginning of a tangent curve to the left, having a radius of 1500.00 feet;

Thence along the arc of said curve (C7) through a central angle of 05°08'04" a distance of 134.42 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, a point hereinafter referred to as **Point C** bears (L10) South 76°18' 29" East 13.00 feet;

Thence along the arc of said curve (C8) through a central angle of 00°11'04" a distance of 4.83 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, a point hereinafter referred to as **Point D** bears (L11) North 76°29' 33" West 13.00 feet;

Thence along the arc of said curve (C9) through a central angle of 01°22'03" a distance of 35.80 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, and the beginning of a strip of land 28 feet wide lying 15 feet southeasterly and 13 feet northwesterly of the following described line a point hereinafter referred to as **Point E** bears (L12) South 77°51' 36" East 13.00 feet;

Thence along the arc of said curve (C10) through a central angle of 13°53'31" a distance of 363.69 feet more or less to the north line of the land that portion of said Lot 6 of the Rancho San Miguelito conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County.

Excepting therefrom that portion lying southerly of the north line of the land that portion of Lot 6 of the Rancho San Miguelito conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County.

Also excepting therefrom that portion lying northwesterly and westerly of the southeasterly and easterly line of South Higuera Street, a County road, relinquished by the State of California and described in Document No. 1290 recorded February 9, 1949 in Volume 503, Page 217 of Official Records in the Office of the County Recorder of said County, shown as Parcel 737 on the State of California Division of Highways Right of Way Map 05-SLO-101 at post Mile R 25.0 on file at the District 5 Office and described in Document No. 8009 recorded April 28, 1967 in Volume 1433, Page 245 of Official Records in the Office of the County Recorder of said County, shown as Parcel 1281 on said Right of Way Map.

Together with

Parcel A

Beginning at hereinabove described **Point A** and the beginning of a non-tangent curve to the right having a radius of 1045.56 feet, the center of said curve bears (RAD2) South 59°50'57" East;

Thence along the arc of said curve (C11) through a central angle of 01°48'55" a distance of 33.13 feet to the southeasterly line of hereinabove described South Higuera Street, a County Road and to the beginning of a non-tangent curve to the left having a radius of 2012.57 feet, the center of said curve bears (RAD3) South 34°31'06" East;

Thence along said southeasterly line and along the arc of said curve (C12) through a central angle of 001°02'41" a distance of 36.70 feet to a point that bears North 60°35'28" West from said **Point A**;

Thence South 60°35'28" East, 14.88 feet to said **Point A**.

Parcel B

Beginning at hereinabove described **Point B** and the beginning of a curve to the right having a radius of 187.00 feet, the center of said curve (RAD4) bears North 85°54'29" East;

Thence along the arc of said curve (C13) through a central angle of 08°52'18" a distance of 28.95 feet;

Thence (L6) South 74°11'02" East, 10.20 feet to the beginning of a non-tangent curve to the left having a radius of 177.00 feet, the center of said curve bears (RAD5) South 85°51'09" East;

Thence along the arc of said curve (C14) through a central angle of 08°14'22" a distance of 25.45 feet;

Thence (L7) South 04°05'31" East, 22.90 feet;

Thence (L8) North 74°11'02" West, 10.64 feet to a point that bears South 04°05'31" East from said **Point B**;

Thence (L9) North 04°05'31" West, 19.27 feet to said **Point B**.

Parcel C

Beginning at hereinabove described **Point C**;

Thence (L13) South 86°55'23" East, 17.30 feet to the beginning of a non-tangent curve to the left having a radius of 1470.00 feet, the center of said curve bears (RAD6) South 76°11'02" East;

Thence along the arc of said curve (C15) through a central angle of 01°34'58" a distance of 40.61 feet;

Thence (L6) North 86°55'23" West, 15.19 feet;

Thence (L15) North 77°51'36" West, 2.00 feet to hereinabove described Point E and the beginning of a non-tangent curve to the right having a radius of 1487.00 feet, the center of said curve bears South 77°51'36" East;

Thence along the arc of said curve (C16) through a central angle of 01°33'07" a distance of 40.28 feet to said **Point C**.

Parcel D

Beginning at hereinabove described **Point D** and the beginning of a curve to the left having a radius of 1513.00 feet, the center of said curve bears South 76°29'33" East;

Thence along the arc of said curve (C17) through a central angle of 01°31'48" a distance of 40.41 feet to the southeasterly line of hereinabove described South Higuera Street, a County Road and the beginning of a non-tangent curve to the right having a radius of 2120.00 feet, the center of said curve bears (RAD7) South 89°06'57" East;

Thence along said line and along the arc of said curve (C18) through a central angle of 01°04'37" a distance of 39.85 feet to a point that bears North 86°55'23" West, from said **Point D**;

Thence (L16) South 86°55'23" East, 7.93 feet to said **Point D**.

The bearings and distances of this legal description are based upon the California Coordinate System of 1983, CCS83, Zone 5 projection, (2010.00) in accordance with the California Public Resources Code Sections 8801-8819; and are based locally upon field-observed ties to the following National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) with the published station values as tabulated below:

CORS Station	Northing (sFT)	Easting (sFT)	NAD 83(2011) Ellipsoid Height (sFT)	Accuracy
P513	2,163,030.39	5,767,197.37	935.70	Not Published
P523	2,309,259.76	5,708,342.54	137.74	Not Published

The Combined Scale Factor, Convergence Angle and the values used to calculate them are shown below:

Northing (sFT)	Easting (sFT)	Elevation (sFT)	NAD 83(2011) Ellipsoid Height (sFT)	Convergence Angle	Combined Scale Factor
2,276,161.70	5,756,930.66	61.952	-52.836	-1°32'09.24"	0.99996

All coordinates and distances shown, unless otherwise noted, are in terms of the U.S. Survey Foot (sFT). As used in tables above, Elevation refers to derived California Orthometric Heights ("COH88") or equivalent of the point where the mapping angle and combination factor were calculated in terms of the North American Vertical Datum of 1988 ("NAVD88") and Height refers to the vertical value of the California Geodetic Coordinate or equivalent ellipsoid height used to calculate the combination factor.

Distances shown hereon or inversed from coordinates shown hereon are in reference to CCS83. To approximate local ground distances, divide by the combination factor provided hereon.

Containing 0.86 acres more or less.

The above described land is graphically shown on Exhibit B1, being 7 sheets, attached hereto and made a part hereof.

End of Description



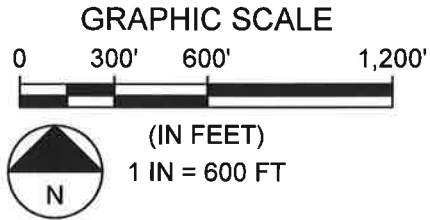
Clayton L. Bradshaw, P.L.S. 8298
Date Signed: February 13, 2024



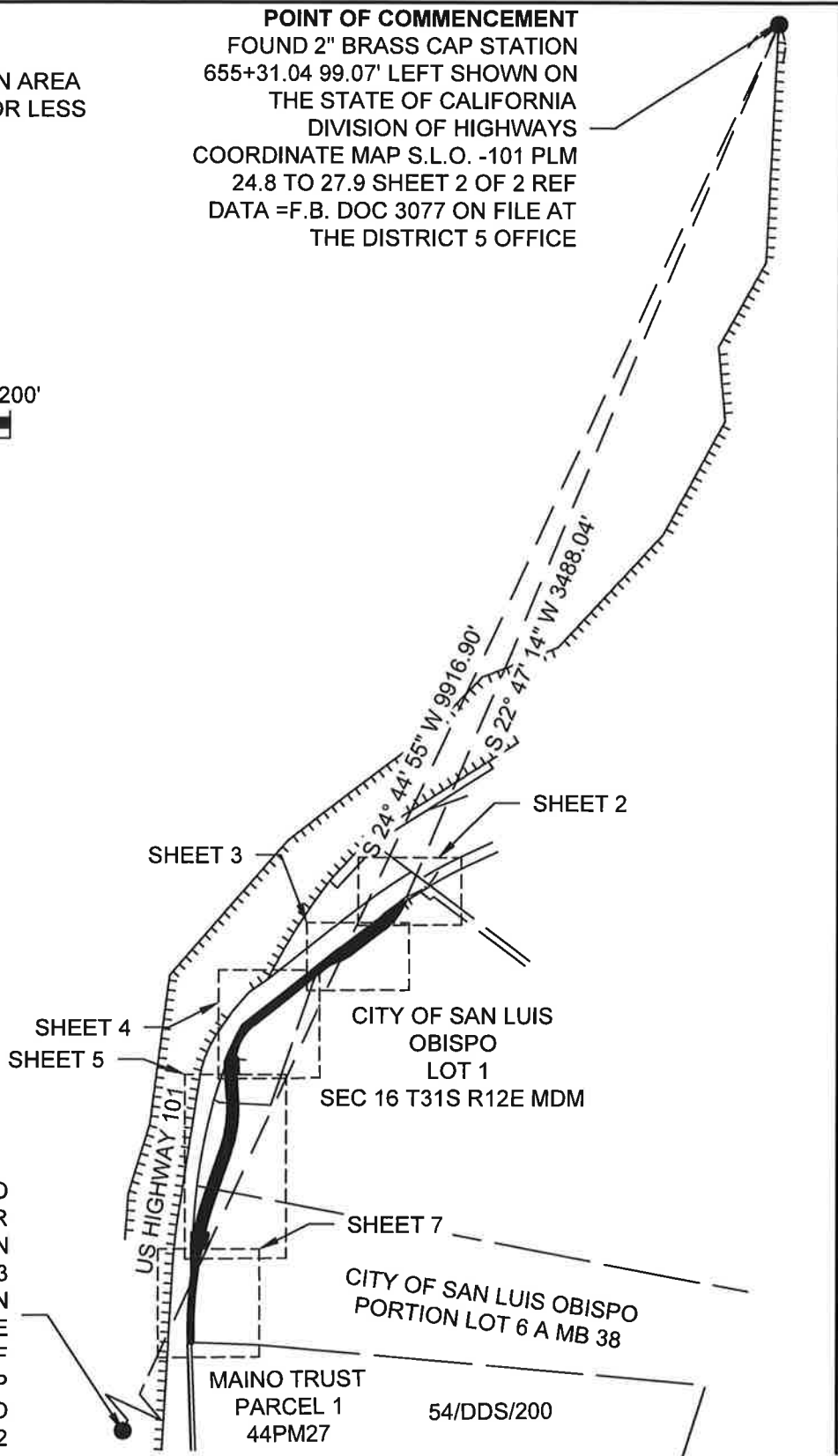
LEGEND



LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS



POINT OF COMMENCEMENT
FOUND 2" BRASS CAP STATION
655+31.04 99.07' LEFT SHOWN ON
THE STATE OF CALIFORNIA
DIVISION OF HIGHWAYS
COORDINATE MAP S.L.O. -101 PLM
24.8 TO 27.9 SHEET 2 OF 2 REF
DATA =F.B. DOC 3077 ON FILE AT
THE DISTRICT 5 OFFICE



FOUND 1.25" DIAMETER PIPE, NO TAG, SHOWN AS 1.25" DIAMETER IRON PIPE TAGGED RCE 6923 ON PARCEL MAP NO. CO 72-183 (10/PM/94) AND AT "ER" STATION 551+06.14, LEFT 320.61' OF STATE OF CALIFORNIA, DIVISION OF HIGHWAYS, RIGHT OF WAY MAP 05-SLO-101, OLD SLO-2-E, DATED 1947, SHEET 24 OF 32



612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& POR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 1 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY :	LG
DATE :	2024-01-19
SCALE :	1" = 600'

SEE SHEET 1
FOR
DESCRIPTION

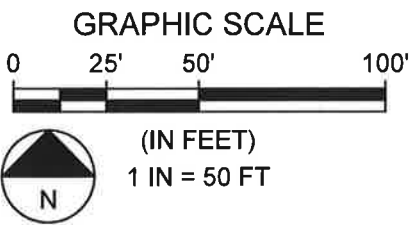
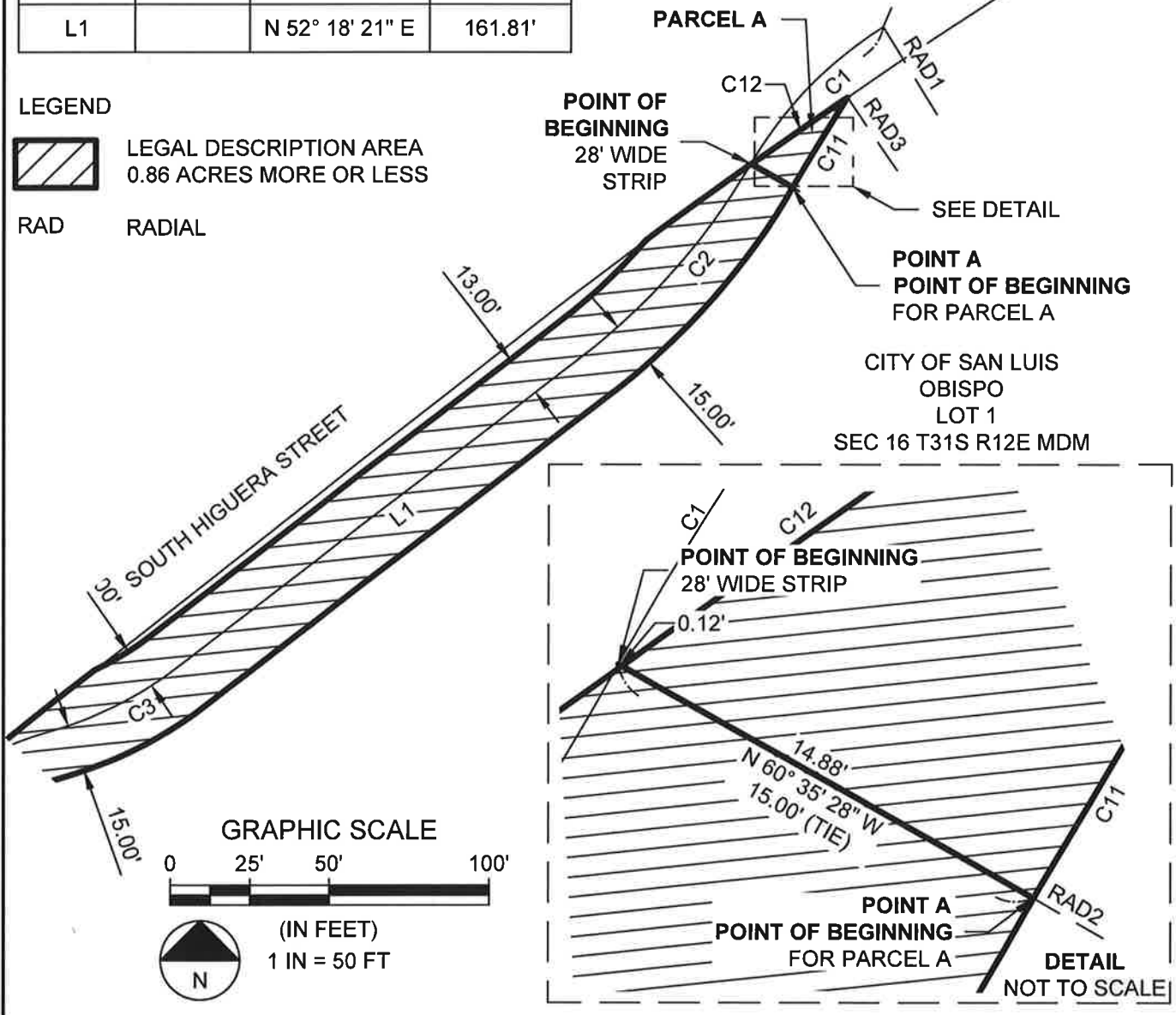
LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C1	120.00'	028° 54' 19"	60.54'
C2	200.00'	022° 53' 49"	79.93'
C3	120.00'	021° 36' 32"	45.26'
C11	1045.56'	001° 48' 55"	33.13'
C12	2012.57'	001° 02' 41"	36.70'
L1		N 52° 18' 21" E	161.81'

RADIAL TABLE	
RADIAL	BEARING
RAD1	S31° 41' 09"E
RAD2	S59° 50' 57"E
RAD3	S34° 31' 06"E

LEGEND

 LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL




 612 CLARION COURT
 SAN LUIS OBISPO, CA 93401
 T 805 544-4011
 F 805 544-4294
 www.wallacegroup.us

EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& POR. LOT 6 A/MB/38
COUNTY OF SLO, CA
 SHEET 2 OF 7 OF EXHIBIT B1

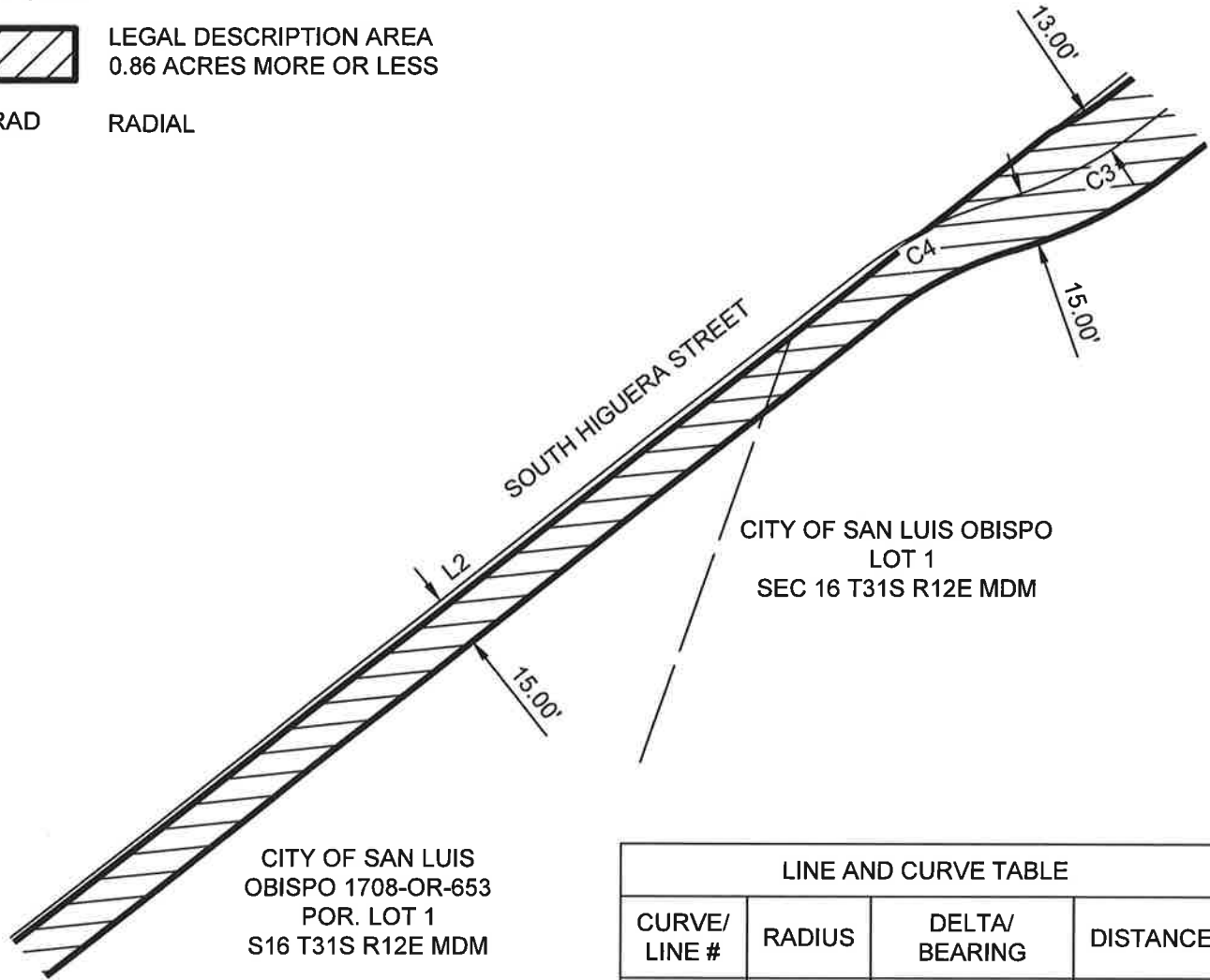
JOB No.:	0019-0101
DRAWING:	076-121-018 CITY SLO
DRAWN BY:	LG
DATE:	2024-01-19
SCALE:	1" = 50'

LEGEND



LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL



CITY OF SAN LUIS OBISPO
LOT 1
SEC 16 T31S R12E MDM

CITY OF SAN LUIS
OBISPO 1708-OR-653
POR. LOT 1
S16 T31S R12E MDM

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C4	120.00'	022° 22' 02"	46.85'
L2		S 51° 32' 52" W	342.74'

GRAPHIC SCALE



(IN FEET)
1 IN = 50 FT



612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 3 OF 7 OF EXHIBIT B1

JOB No. : 0019-0101
DRAWING : 076-121-018 CITY SLO
DRAWN BY: LG
DATE : 2024-01-19
SCALE : 1" = 50'

LEGEND



LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

GRAPHIC SCALE



(IN FEET)
1 IN = 50 FT

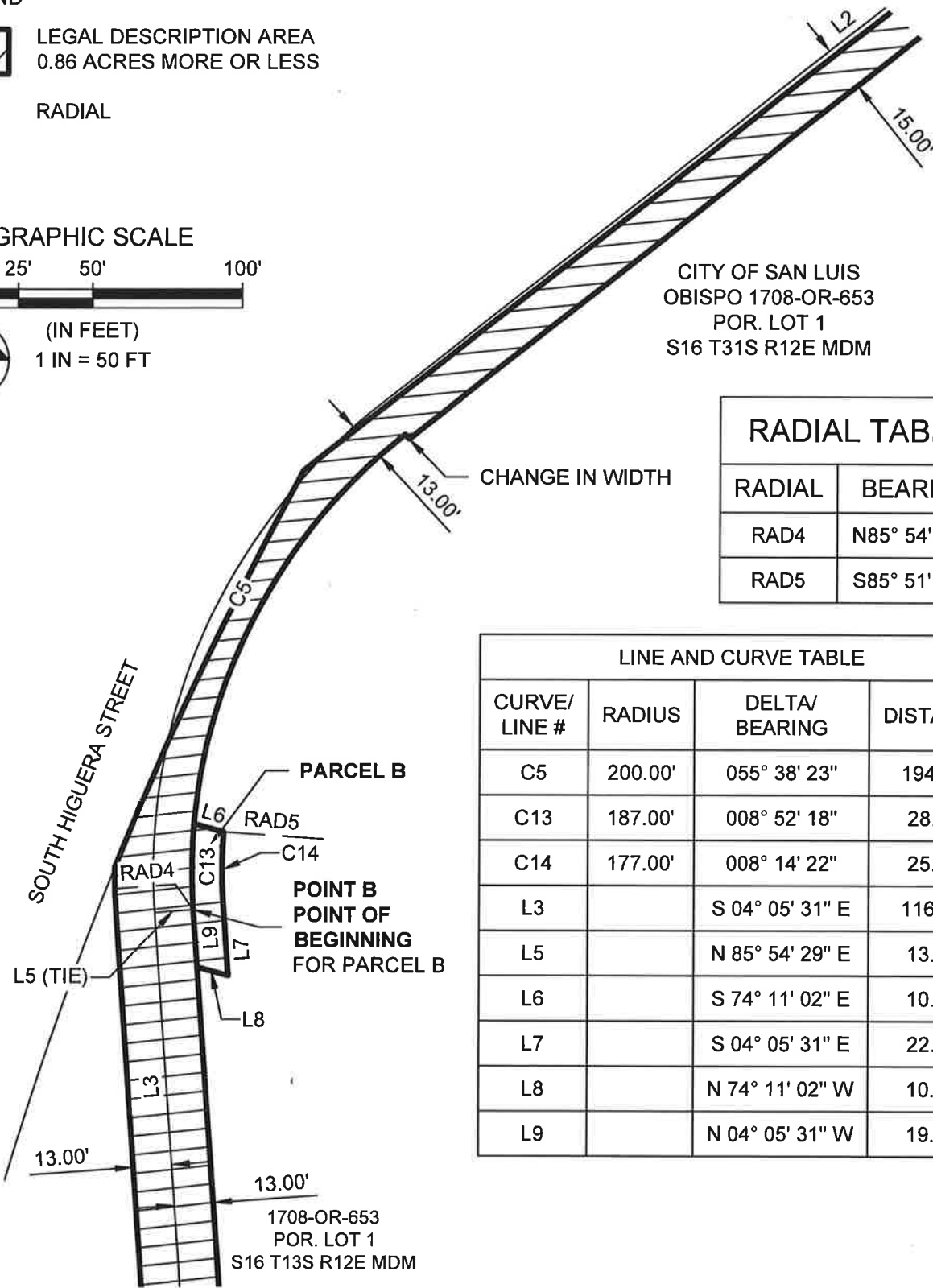
CITY OF SAN LUIS
OBISPO 1708-OR-653
POR. LOT 1
S16 T31S R12E MDM

RADIAL TABLE

RADIAL	BEARING
RAD4	N85° 54' 29"E
RAD5	S85° 51' 09"E

LINE AND CURVE TABLE

CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C5	200.00'	055° 38' 23"	194.22'
C13	187.00'	008° 52' 18"	28.95'
C14	177.00'	008° 14' 22"	25.45'
L3		S 04° 05' 31" E	116.12'
L5		N 85° 54' 29" E	13.00'
L6		S 74° 11' 02" E	10.20'
L7		S 04° 05' 31" E	22.90'
L8		N 74° 11' 02" W	10.64'
L9		N 04° 05' 31" W	19.27'



1708-OR-653
POR. LOT 1
S16 T13S R12E MDM




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EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 4 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY :	LG
DATE :	2024-01-19
SCALE :	1" = 50'

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C10	1500.00'	013° 53' 30"	363.69'

LEGEND

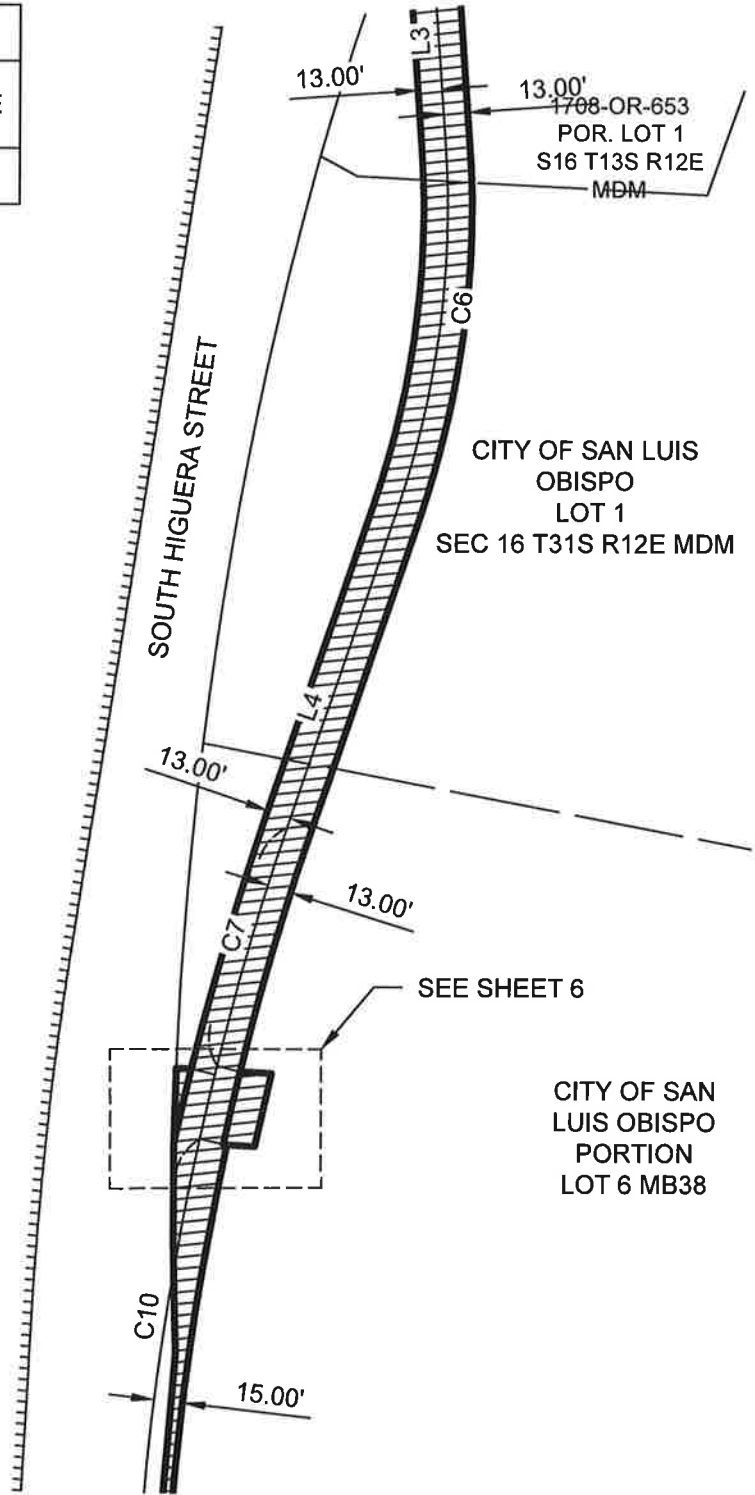
 LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

GRAPHIC SCALE



(IN FEET)
1 IN = 100 FT



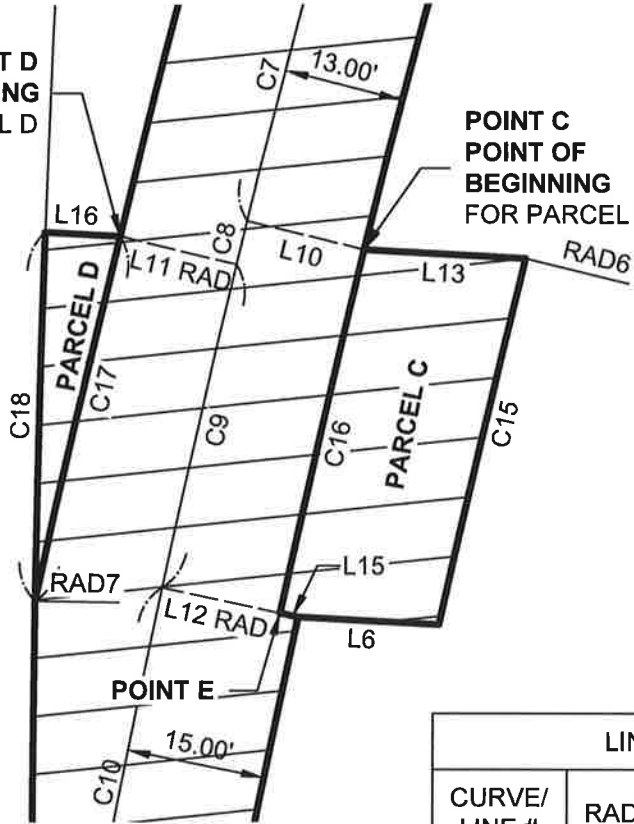
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EXHIBIT B1
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& POR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 5 OF 7 OF EXHIBIT B1

JOB No. : 0019-0101
DRAWING : 076-121-018 CITY SLO
DRAWN BY: LG
DATE : 2024-01-19
SCALE : 1" = 100'

POINT D
POINT OF BEGINNING
FOR PARCEL D

POINT C
POINT OF BEGINNING
FOR PARCEL C



RADIAL TABLE

RADIAL	BEARING
RAD6	S76° 11' 02"E
RAD7	S89° 06' 57"E

LEGEND



LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

LINE AND CURVE TABLE

CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C8	1500.00'	000° 11' 04"	4.83'
C9	1500.00'	001° 22' 03"	35.80'
C15	1470.00'	001° 34' 58"	40.61'
C16	1487.00'	001° 33' 07"	40.28'
C17	1513.00'	001° 31' 48"	40.41'
C18	2120.00'	001° 04' 37"	39.85'
L6		N 86° 55' 23" W	15.19'
L10		S 76° 18' 29" E	13.00'
L11		N 76° 29' 33" W	13.00'
L12		S 77° 51' 36" E	13.00'
L13		S 86° 55' 23" E	17.30'
L15		N 77° 51' 36" W	2.00'
L16		S 86° 55' 23" E	7.93'

GRAPHIC SCALE



(IN FEET)
1 IN = 20 FT



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EXHIBIT B1
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& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 6 OF 7 OF EXHIBIT B1

JOB No.: 0019-0101
DRAWING: 076-121-018 CITY SLO
DRAWN BY: LG
DATE: 2024-01-19
SCALE: 1" = 20'

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C10	1500.00'	013° 53' 30"	363.69'

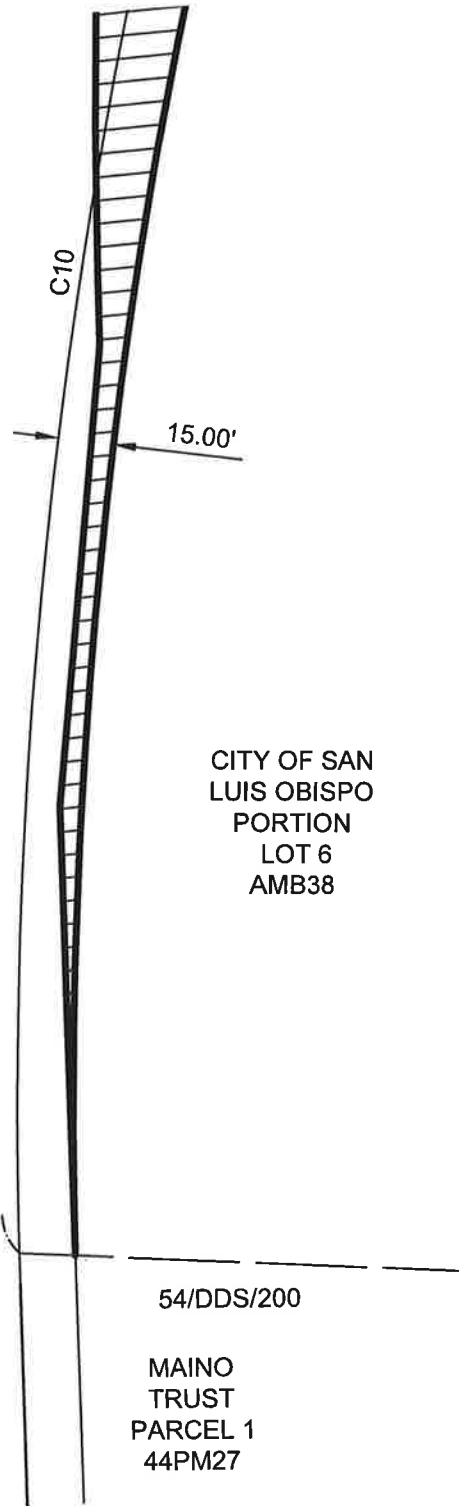
LEGEND



LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

SOUTH HIGUERA STREET



CITY OF SAN
LUIS OBISPO
PORTION
LOT 6
AMB38

54/DDS/200

MAINO
TRUST
PARCEL 1
44PM27

GRAPHIC SCALE



(IN FEET)
1 IN = 50 FT











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EXHIBIT B1
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& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 7 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY :	LG
DATE :	2024-01-19
SCALE :	1" = 50'

LEGEND:

-  STATE RIGHT-OF-WAY ACCESS RELINQUISHED
-  COUNTY RIGHT-OF-WAY
-  PRIVATE PROPERTY LINE
-  EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
-  PROPOSED BOB JONES TRAIL EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED BUT EASEMENT NON-ENCUMBERED
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT

**TEMPORARY
CONSTRUCTION EASEMENT
AREA SUMMARY**

NO.	AREA (SF)
3	1,640
4	20,690
5	78,800
6	1,100
TEMPORARY CONSTRUCTION EASEMENT AREA	
	102,230

EXHIBIT B (PAGE 1 OF 3)



FILE NAME: 0618-0101-CAP 016 061 075 000 6/20/2022 2:40 PM



SAN LUIS OBISPO COUNTY

PROPERTY IMPACT: 076-061-075
BOB JONES TRAIL
June 20, 2022










**PRELIMINARY - FOR
REVIEW PURPOSES ONLY**

GRAPHIC SCALE
0 25 50 100
34 FEET
1 IN = 33 FT






LEGEND:

-  STATE RIGHT-OF-WAY ACCESS RELINQUISHED
-  COUNTY RIGHT-OF-WAY
-  PRIVATE PROPERTY LINE
-  EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
-  PROPOSED BOB JONES TRAIL EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED BJT EASEMENT ENCUMBERED
-  PROPOSED BJT EASEMENT NON-ENCUMBERED
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT

**TEMPORARY
CONSTRUCTION EASEMENT
AREA SUMMARY**

NO.	AREA (SF)
5	4,300
6	27,080
TEMPORARY CONSTRUCTION EASEMENT AREA	31,380

TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT B (PAGE 2 OF 3)



PLF NAME: 0016-010-018-018P 076-061-078.DWG 6/20/2022 3:28 PM









SAN LUIS OBISPO COUNTY **PROPERTY IMPACT: 076-061-078** **PRELIMINARY - FOR REVIEW PURPOSES ONLY**

BOB JONES TRAIL June 20, 2022

GRAPHIC SCALE: 0 10 20 40 FEET 1 IN = 20 FT



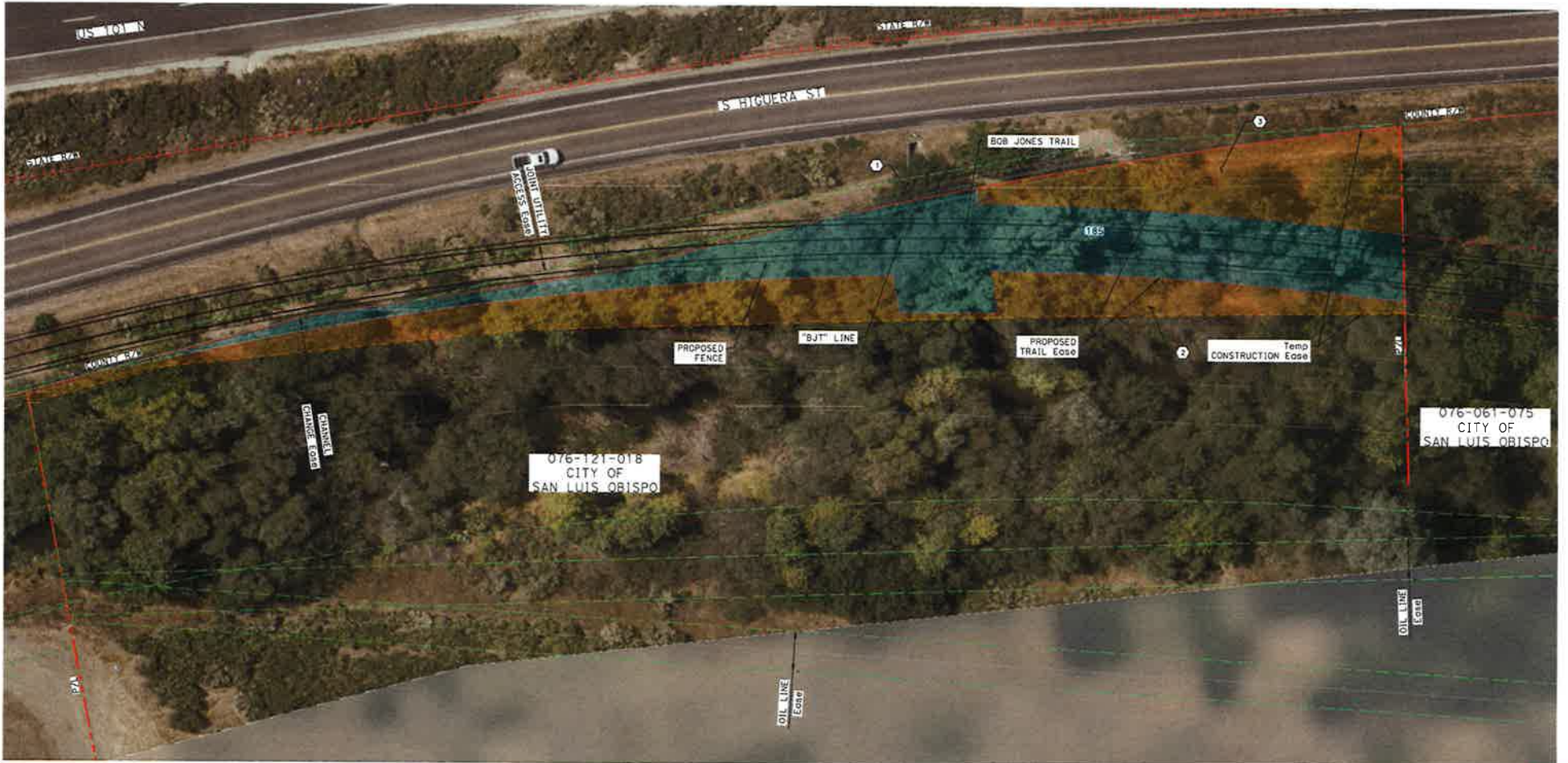
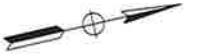

LEGEND:

-  STATE RIGHT-OF-WAY ACCESS RELINQUISHED
-  COUNTY RIGHT-OF-WAY
-  PRIVATE PROPERTY LINE
-  EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
-  PROPOSED BOB JONES TRAIL EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED BJT EASEMENT ENCUMBERED
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT

**TEMPORARY
CONSTRUCTION EASEMENT
AREA SUMMARY**

NO.	AREA (SF)
2	6,580
3	4,430
TEMPORARY CONSTRUCTION EASEMENT AREA	11,010

EXHIBIT B (PAGE 3 OF 3)



FILE NAME: 006-0-001-001-001 076-121-018 PNG 6/20/2022 3:33 PM



SAN LUIS OBISPO COUNTY

PROPERTY IMPACT: 076-121-018

BOB JONES TRAIL

June 20, 2022

**PRELIMINARY - FOR
REVIEW PURPOSES ONLY**





BOB JONES PATHWAY FINAL EIR - APPENDIX A MITIGATION MONITORING AND REPORTING PROGRAM

1. STATUTORY REQUIREMENT

When a Lead Agency makes findings on significant environmental effects identified in an EIR, the agency must also adopt a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment" (Public Resources Code §21081.6(a) and California Environmental Quality Act Guidelines §15091(d) and §15097). The Mitigation Monitoring and Reporting Program (MMRP) is implemented to ensure that the mitigation measures and project revisions identified in the EIR are implemented. Therefore, the MMRP must include all changes in the proposed project either adopted by the project proponent or made conditions of approval by the Lead or Responsible Agency.

2. ADMINISTRATION OF THE MITIGATION MONITORING AND REPORTING PROGRAM

San Luis Obispo County (County) is the Lead Agency responsible for the adoption of the MMRP. As the project is a public action, the County is also considered the project applicant and is responsible for implementing, verifying and documenting compliance with the MMRP, in coordination with other identified agencies. According to CEQA Guidelines §15097(a), a public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity that accepts the delegation. However, until mitigation measures have been completed, the Lead Agency remains responsible for ensuring that the implementation of the measure occurs in accordance with the program.

As a County project, verification of mitigation compliance and responsibility for compliance is the responsibility the County's designated Project Manager. The Project Manager will be responsible for coordinating plan reviews and field verification with the appropriate County department staff or outside agencies.

3. MITIGATION MEASURES AND REPORTING PROGRAM

Table 1 is structured to enable quick reference to mitigation measures and the associated monitoring program based on the environmental resource. The numbering of mitigation measures correlates with numbering of measures found in the Impact Analysis chapters of the Draft EIR (DEIR). The measures have also been revised to reflect any revisions made in the Revised Draft EIR (RDEIR) and Final EIR.

In addition to the mandatory mitigation measures, the MMRP also reflects the voluntary mitigation measures that are part of project design and project description, as identified in the EIR.

EXHIBIT C

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
<i>Aesthetics/Visual Resources</i>				
Voluntary Mitigation Measures				
VMM 1.1-AES1	Development, including access roads, shall minimize visibility as viewed from any designated scenic road or highway to the greatest extent practical. Alternative locations or standards may be approved where visual effects are reduced to an insignificant level or where visibility is desired.	<ul style="list-style-type: none"> • Review of Final Design Plans 	<ul style="list-style-type: none"> • Prior to constructions 	<ul style="list-style-type: none"> • County
VMM 1.1 -AES3	When screening is necessary to protect a sensitive visual resource, the following is appropriate. The site design shall use existing topographic features to the extent feasible. Where use of topography is not feasible, existing vegetation, new landscaping plants, berms and fencing may be used. Where feasible, the use of natural vegetation and/or landscaping shall take precedence over berms or fences. In cases where vegetation is used, the design shall provide that at least 80 percent of the structure(s), as viewed from public rights-of-way, shall be screened by plants at maturity. New landscaping should use native species to the extent feasible.	<ul style="list-style-type: none"> • Review and Approval of Landscape and Planting Plans 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
VMM 1.1-AES4	New structures proposed on prominent ridgelines shall be located so that they are not silhouetted against the sky as viewed from public roads or the ocean.	<ul style="list-style-type: none"> • Review of Final Design Plans Review • Approval of Landscape and Planting Plans 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
VMM 1.1-AES5	Grading and placement of structures shall occur at least 150 feet from bedrock outcroppings visible from public right of way.	<ul style="list-style-type: none"> • Review of Final Design Plans 	<ul style="list-style-type: none"> • Prior to construction 	<ul style="list-style-type: none"> • County • Contractor
VMM 1.1-AES6	No grading or structures shall occur on slopes greater than 20 percent (except in the case of trails) unless the County finds that there is no feasible alternative or that by allowing such grading or structures, the overall impacts would be better minimized. Grading shall be designed so that landform	<ul style="list-style-type: none"> • Review of Final Design Plans 	<ul style="list-style-type: none"> • Prior to construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	alterations are minimized to the extent feasible and blend with the natural topography by following existing contours where feasible.			
VMM 1.1-AES7	Building height and mass of proposed buildings as viewed from public rights-of-way shall be minimized to the extent feasible by using low-profile design and other methods. Colors shall not markedly contrast with the surrounding environment but should complement and be similar to colors of surroundings.	<ul style="list-style-type: none"> Review of Final Design Plans 	<ul style="list-style-type: none"> Prior to Construction 	<ul style="list-style-type: none"> County
VMM 1.1-AES8	Facilities shall be designed to minimize new light, except for the minimum required for safety. In general, lighting fixtures shall be downcast and hooded. Night lighting shall limit spillover visible at sensitive uses such as residences to the maximum extent practical. Use of glare-producing materials shall be minimized.	<ul style="list-style-type: none"> Review of Final Design Plans Review of Lighting Plan 	<ul style="list-style-type: none"> Prior to Construction During construction 	<ul style="list-style-type: none"> County Contractor
Mitigation Measures				
MM 2.1-1a	For land within the project's footprint under the County's jurisdiction, the County shall retain a qualified professional to select appropriate native plant materials (i.e., ground cover for pathway shoulders, shrubs and trees for areas where these plants have been removed in the area of proposed bridges) that will cover graded cut and fill slopes and that are compatible with adjacent vegetation to minimize visual impacts. Selected species shall be compatible with the requirements of the Environmental Coordinator, or its designee. Landscape and planting plans shall be submitted to San Luis Obispo County Parks and the Environmental Coordinator, or its designee, for review and approval prior to start of construction. Re-vegetation of disturbed areas shall take place concurrent with construction. The San Luis Obispo County Environmental Coordinator or its designee shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	<ul style="list-style-type: none"> Review and Approval of Landscape and Planting Plans 	<ul style="list-style-type: none"> Prior to construction During Project Construction Five Years Post-Construction 	<ul style="list-style-type: none"> County Contractor
MM 2.1-1b	For land within the project's footprint under Caltrans jurisdiction, the County shall select appropriate plant materials	<ul style="list-style-type: none"> Review and Approval of 	<ul style="list-style-type: none"> Prior to construction 	<ul style="list-style-type: none"> County Caltrans

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	that will cover graded cut and fill slopes and that are compatible with adjacent vegetation to minimize visual impacts. Selected species shall be compatible with Caltrans requirements and landscape standards. Plans shall be submitted to Caltrans or its designee for review and approval prior to start of construction. Re-vegetation of disturbed areas shall take place concurrent with construction. The San Luis Obispo County Environmental Coordinator or its designee shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	Landscape and Planting Plans	<ul style="list-style-type: none"> • During Project Construction • Five Years Post-Construction 	<ul style="list-style-type: none"> • Contractor
MM 2.1-2a	The County shall design the proposed bridge structures and pathway improvements in accordance with the Highway Corridor Design Standards, where applicable. In addition, the bridge structure at the SLO Creek crossing within Segment 2 (Bunnell Bridge) shall have a maximum height limit that does not exceed an elevation of 80 feet (North American Vertical Datum 88 (NAVD88)), which equates to roughly 8 feet above the adjacent northbound Highway 101 lane, in order to reduce the vertical dimension of the structure and the potential for visual intrusion into the viewshed.	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • County • Contractor
MM 2.1-2c	The County shall prepare a landscape plan that provides maximum feasible screening of all new structures (i.e., bridges, ramps, retaining walls) when seen from adjacent roadways. New trees shall be planted in conformity with County lists and shall be compatible with adjacent vegetation to supplement the screening of the bridge structures as seen from Highway 101 and San Luis Bay Drive. The design shall be prepared by a qualified professional and plans shall be approved by the Environmental Coordinator, or its designee, prior to start of construction. All revegetation and planting shall be implemented concurrent with project construction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • County • Contractor
MM 2.1-3b	For land within the project footprint under Caltrans jurisdiction, the County shall select appropriate plant materials that will cover graded cut and fill slopes and that are compatible with	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • County • Caltrans • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	adjacent vegetation to minimize visual impacts. Selected species shall be compatible with Caltrans requirements. Plans shall be submitted to Caltrans or its designee for review and approval prior to start of construction. All plantings and re-vegetation shall be implemented concurrent with construction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.		<ul style="list-style-type: none"> • During Construction • Five Years Post-Construction 	
MM 2.1-3c	Prior to approval of final improvement plans, the County shall identify a texture or pattern for the vertical retaining surface specifically designed to reduce the large plane of uniform vertical surface. In addition, appropriate landscape shrubs are to be planted between the retaining wall and the highway to provide screening. The design shall be subject to review and approval by the Environmental Coordinator or its designee for compliance prior to start of construction. Caltrans shall also be consulted where the project falls within its jurisdiction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans • During Construction • Five Years Post-Construction 	<ul style="list-style-type: none"> • County
MM 2.1-3d	Prior to approval of final improvement plans, the San Luis Obispo County Environmental Coordinator shall ensure that all proposed design and landscaping requirements are incorporated into the final design drawings.	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • County
Agricultural Resources				
Voluntary Mitigation Measures				
VMM 1.1- AG 1	Pathway shall be sited so as not to be adjacent to agricultural operations to the extent feasible. Where necessary to prevent trespass, fences shall be incorporated into the design.	<ul style="list-style-type: none"> • Review of Final Design Plans 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
Mitigation Measures				
MM 2.2-3a	Prior to commencing construction, the County, in coordination with property owners and the San Luis Obispo County Department of Agriculture, shall develop and implement a	<ul style="list-style-type: none"> • Review and Approval of Farmland Conflict 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • County Department of Agriculture

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>Farmland Conflict Reduction Plan. The Farmland Conflict Reduction Plan shall be subject to review and approval by the San Luis Obispo Environmental Coordinator and shall include, at a minimum:</p> <ol style="list-style-type: none"> 1. Methods for minimizing trespassing and disturbance by trail users; 2. Procedures for minimizing pesticide exposure (notification, pathway closure, etc.); 3. Rules to minimize conflicts between domestic animals and livestock; 4. Establishment of potential temporary pathway closure procedures; and 5. Examples of the signage, striping, and fencing required. 	<p>Reduction Plan</p> <ul style="list-style-type: none"> • Review of Final Design Plans 		<ul style="list-style-type: none"> • The Land Conservancy
MM 2.2-3b	<p>As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, the County shall provide signage that describes the importance of the local agricultural lands and educate the public/users how to respect the surrounding important resources and reduce conflicts, including, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. Staying on designated trails; 2. Maintaining control of domestic animals; 3. Minimizing litter/waste; 4. Prohibiting picking of crops; and 5. Prohibiting the feeding of or contact with livestock. <p>Signage shall be located at the trailheads and along portions of the pathway that are located adjacent to large private agricultural land holdings. All signage shall be installed prior to public use of the trail.</p>	<ul style="list-style-type: none"> • Review and Approval of Farmland Conflict Reduction Plan 	<ul style="list-style-type: none"> • Prior To Public Use Of Trail 	<ul style="list-style-type: none"> • County • County Department of Agriculture • The Land Conservancy
MM 2.2-3c	<p>As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, the County shall design the pathway alignment to avoid agricultural roads to the greatest extent feasible by locating the pathway alignment within existing rights-of-way and/or on ruderal lands. In addition, pathway alignment and intersections shall be designed to minimize conflicts with agricultural</p>	<ul style="list-style-type: none"> • Review and Approval of Farmland Conflict Reduction Plan • Review of Final Design Plans 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	operations through use of deterring devices such as fencing, striping, signage, bollards, and paving. Pavement and intersection development standards shall be identified and accommodate use by agricultural machinery and vehicles at all pathway/agricultural road intersection locations in order to minimize maintenance requirements where the pathway crosses agricultural roads. All methods of reducing conflict shall be demonstrated on final construction documents and will be subject to review and approval by the San Luis Obispo Environmental Coordinator.			
MM 2.2-3d	As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, circumstances that require temporary pathway closure shall be clearly defined. Such circumstances may include routine maintenance, agricultural spraying, or potential and/or actual flood conditions. The timing of and average duration of routine temporary closures shall be clearly defined in the Farmland Conflict Reduction Plan. Every effort shall be made to schedule temporary pathway closures during non-peak pathway usage periods, which are typically weekends, holidays, and commute hours. Any temporary closures shall be clearly posted at the trailheads, parking areas, and point of closure. The notification shall identify the reason for the closure, time and date of closure, and duration of closure. Signage shall be posted at least 24 hours prior to closure and removed immediately upon the identified duration or being cleared for re-opening by the San Luis Obispo Environmental Coordinator.	<ul style="list-style-type: none"> Review and Approval of Farmland Conflict Reduction Plan 	<ul style="list-style-type: none"> Prior to Construction 	<ul style="list-style-type: none"> County
MM 2.2-3e	Prior to construction the County shall ensure that final construction documents include the requirements of the Farmland Conflict Reduction Plan and that the design is consistent with Appendices B, E, and F of the County of San Luis Obispo General Plan - Parks and Recreation Element. Plans shall be subject to review and approval by the San Luis Obispo County Environmental Coordinator.	<ul style="list-style-type: none"> Review and Approval of Final Construction Documents 	<ul style="list-style-type: none"> Prior to construction 	<ul style="list-style-type: none"> County
MM 2.2-4a	Prior to preparation of final construction drawings, the County shall ensure that the proposed project minimizes the quantity	<ul style="list-style-type: none"> Review and Approval of Final 	<ul style="list-style-type: none"> Prior to Preparation of Final 	<ul style="list-style-type: none"> County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	and rate of runoff off-site. The pathway shall be graded to convey runoff to away from agricultural crops, orchards and/or fields to reduce runoff onto adjacent agricultural lands.	Construction Drawings	Construction Drawings	
MM 2.2-4b	Prior to use of the Bob Jones Pathway and throughout the life of the project, the County shall provide refuse bags and disposal cans for domestic animal waste at the trailheads and at accessible, serviceable points along the route	<ul style="list-style-type: none"> • Submittal of Maintenance Records 	<ul style="list-style-type: none"> • Prior to Public Use of Trail and Throughout Trail Operation 	<ul style="list-style-type: none"> • County
Air Quality				
Voluntary Mitigation Measures				
VMM 1.1-AQ1	<ol style="list-style-type: none"> 1. Maintain equipment and vehicle engines in good condition and in proper tune per manufacturers' specifications and APCD. 2. Use electricity from power poles rather than temporary diesel- or gasoline-powered generators. 3. Use methanol- or natural gas-powered mobile equipment and pile drivers instead of diesel if available. 4. Use propane- or butane-powered on-site mobile equipment if available. 5. Store volatile liquids in closed containers. 6. No open burning of debris, lumber or other scrap permitted. 7. Evaluate, prior to final construction approval, a particular project's risk of releasing significant quantities of diesel particulate emissions, using APCD Guidelines. Projects which may exceed acceptable thresholds may be required to install one or more pieces of filtering equipment and/or use emulsified fuels. 8. Implementation of Dust Control Measures, including the following: Watered areas with vehicle traffic; minimum of twice daily Streets adjacent to the project site shall be swept as needed. 	<ul style="list-style-type: none"> • Review of Construction Management Plan • Review of Equipment List 	<ul style="list-style-type: none"> • Prior to Construction • During Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>Exposed areas, new driveways and sidewalks shall be seeded, treated with soil binders, or paved as soon as possible.</p> <p>Cover stockpiles of soil, sand and other loose materials.</p> <p>Cover trucks hauling soil, debris, sand or other loose materials.</p> <p>Sweep project area streets daily.</p> <p>Appoint dust control monitor to oversee/implement dust control.</p> <p>Contractor shall maintain continuous control of dust from construction.</p> <p>When wind creates dust, to generate nuisance complaints, Contractor shall suspend grading operations, and/or water.</p> <p>During construction, minimized amount of disturbed area.</p> <p>Onsite vehicle speeds should be reduced to 15 mph or less.</p>			
VMM 1.1-AQ2	Portable equipment used during construction activities must be in compliance with SLO APCD permit requirements, which may require statewide registration or issuance of a permit from the SLO APCD prior to any construction.	<ul style="list-style-type: none"> • Review of Construction Management Plan • Review of Equipment List 	<ul style="list-style-type: none"> • Prior to Construction • During Construction 	<ul style="list-style-type: none"> • County • Contractor
Biological and Natural Resources				
Voluntary Mitigation Measures				
VMM 1.1- BIO1	Do not install impediments (fences, structures, lighting) to wildlife corridors.	<ul style="list-style-type: none"> • Review of Final Design Plan 	<ul style="list-style-type: none"> • Prior to Construction • During Construction 	<ul style="list-style-type: none"> • County • Contractor • Biological Monitor
VMM 1.1- BIO2	Limit access to sensitive areas; do not extend trail networks or provide single trails in sensitive areas.	<ul style="list-style-type: none"> • Review of Final Design Plan 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
			<ul style="list-style-type: none"> • During Construction 	
Mitigation Measures				
MM 2.3-1a	<p>Prior to commencement of construction, the County shall finalize a comprehensive Habitat Mitigation and Monitoring Plan (HMMP), for review and approval by the County Environmental Coordinator, or its designee, that specifies final mitigation requirements for impacts to vegetation and natural habitats based on the requirements of permits and consultation with the resource agencies. The final HMMP shall be based on and generally consistent with the draft HMMP prepared by SWCA Environmental Consultants Inc. in February 2012, which is included as Appendix I of the Natural Environment Study (Technical Appendix T3 of the Draft EIR). The final HMMP will identify the specific mitigation sites along the vicinity of the SLO Creek riparian corridor, based on the specific mitigation acreage required by regulatory agencies during the permitting process. The final HMMP shall be consistent with federal and state regulatory requirements and reflect any regulatory permit conditions, as required. The San Luis Obispo County Environmental Coordinator, or its designee, shall ensure implementation of mitigation requirements of the HMMP during construction and immediately following project completion. Measures identified in the final HMMP shall include at a minimum the following:</p> <ol style="list-style-type: none"> 1. On-site mitigation at the following minimum ratios, unless determined otherwise by a regulatory agency: 2. On-site mitigation (within areas in or near the SLO Creek watershed) for permanent impacts to jurisdictional areas would be implemented at a 2:1 ratio (the CDFW may require a replacement of 3:1 or more for trees removed); 3. Off-site mitigation for permanent impacts to jurisdictional areas would be implemented at a 3:1 ratio; and 4. On-site and/or off-site mitigation for temporary impacts to jurisdictional areas would be implemented 	<ul style="list-style-type: none"> • Review and Approval of Habitat Mitigation and Monitoring Plan 	<ul style="list-style-type: none"> • Prior to Construction • During Construction • Following Project Completion 	<ul style="list-style-type: none"> • County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>at a 1:1 ratio.</p> <ol style="list-style-type: none"> 5. Any loss of southern California black walnut trees shall be mitigated at a 4:1 restoration ratio for every walnut tree removed and at a 2:1 ratio for every walnut tree trimmed or otherwise impacted but not removed. If more than 25 percent of a walnut tree must be trimmed, it shall be mitigated at a 4:1 restoration ratio. 6. Implementation of the restoration and mitigation activities will be conducted or overseen by an agency-approved restoration specialist. The restoration specialist will oversee site preparation and plant installation to ensure conformity with the final HMMP. Restoration and mitigation activities shall include, but are not limited to, plant salvage, site preparation and planting, installation of irrigation, and preparation and implementation of maintenance and monitoring plans. 7. The maintenance plan shall address watering requirements, weed control, herbicide use, vandalism, and remedial plantings and fertilizing. The monitoring plan shall identify a monitoring schedule, performance goals, other attributes to monitor, and reporting requirements. 8. Obtaining a Section 1602 Streambed Alteration Agreement from the CDFW and coordinating with the SWRCB/RWQCB regarding the need for a Section 13263(a) general waste discharge requirement (WDR) for project-related impacts that will occur in areas under the jurisdiction of these regulatory agencies. 			
MM 2.3-1b	The County shall provide evidence of all necessary permit or authorizations from Federal and State Agencies, including the USACE, RWQCB, and CDFW. Pursuant to Section 7 of the Endangered Species Act, formal consultation shall be initiated with the California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) for impacts to listed species	<ul style="list-style-type: none"> • Review and Approval of Habitat Mitigation and Monitoring Plan 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • California Department of Fish and Wildlife • US Fish and Wildlife Service • National Marine

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	(i.e. south-central California coast steelhead ESU). The HMMP required through implementation of mitigation measure MM 2.3-1a shall be updated within 30 days of issuance of any applicable permits to reflect specific permit requirements for observed special-status species. The updated HMMP shall be submitted for review and approval by the County Environmental Coordinator, or its designee.			Fisheries Service
MM 2.3-1c	If any special-status species are observed in or near work areas during monitoring or construction, the County shall have a qualified biologist map, establish and mark off an exclusion zone, and avoid these species until the appropriate regulatory agencies (e.g., Caltrans, USFWS, and CDFW) are consulted for further mitigation options. Additional measures may include temporary halting of work, avoidance, relocation, or other measures as identified by the resource agencies, depending upon the specific species and its distribution.	<ul style="list-style-type: none"> • Review and Approval of Final Construction Documents, • Submittal of Biological Monitoring Reports 	<ul style="list-style-type: none"> • During Construction 	<ul style="list-style-type: none"> • County • Contractor
MM 2.3-1d	Prior to commencement of construction, County shall have a qualified biologist prepare and conduct a worker environmental training program. The environmental training program shall include descriptions of all special-status species with the potential to occur within the project area, their ecology, legal status, the need for conservation of the species, and what to do if one is observed. The environmental training program shall be subject to review and approval by the County Environmental Coordinator, or its designee. All construction personnel conducting work within habitat that potentially supports these species shall participate in the training program conducted by a qualified biologist. Evidence of participation in the environmental training program shall be submitted to the County Environmental Coordinator on a quarterly basis.	<ul style="list-style-type: none"> • Review and Approval of Worker Environmental Training Program, • Submittal of Environmental Training Program Sign In Sheets 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
MM 2.3-1e	Prior to commencement of construction, the County shall have a qualified biologist conduct pre-construction surveys for Coast Range newts, southwestern pond turtles, silvery legless lizards, and two-striped garter snakes and any other California Special Concern species or other special-status species identified in areas along and adjacent to the SLO Creek corridor where construction will occur. The County shall obtain	<ul style="list-style-type: none"> • Submittal of Pre-Construction Survey Results and Biological Monitoring Reports • Obtain CDFW Letter of 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County •

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>a letter of permission from the California Department of Fish and Wildlife (CDFW) to relocate identified California Special Concern species from work areas encountered during construction as necessary. A qualified biologists shall capture and relocate any California Special Concern species or other special-status species (if present) to suitable habitat outside of the area of impact. Observations of California Special Concern species or other special-status species shall be documented on California Natural Diversity Database forms and submitted to CDFW and the San Luis Obispo County Environmental Coordinator, or its designee, upon project completion.</p>	<p>Permission</p>		
<p>MM 2.3-1f</p>	<p>Prior to commencement of construction, the County shall implement recommended avoidance and minimization measures for CRLF provided under the <i>Programmatic Biological Opinion for Projects Funded or Approved Under the Federal Aid Program</i> as noted in the Natural Environment Study (Technical Appendix T3 of the DEIR) and as summarized below. These measures include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Prior to ground disturbance, a USFWS-approved biologist shall survey the project area no more than 48 hours before the onset of work activities. If any life stage of the CRLF is found and these individuals are likely to be killed or injured by work activities, the approved biologist shall be allowed sufficient time to move them from the site before work activities begin. The USFWS-approved biologist shall relocate the California red-legged frogs the shortest distance possible to a location that contains suitable habitat and will not be affected by the activities associated with the project. The USFWS-approved biologist shall maintain detailed records of any individuals that are moved (e.g., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. 2. Prior to any activities beginning on the project site, a USFWS-approved biologist shall conduct a training session for all construction personnel. At a minimum, 	<ul style="list-style-type: none"> • Submittal of Survey Results and Biological Monitoring Reports, • Review and Approval of Worker Environmental Training Program 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>the training shall include a description of the California red-legged frog and its habitat, the specific measures that are being implemented to conserve the CRLF for the current project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.</p> <ol style="list-style-type: none"> 3. A USFWS-approved biologist shall be present at the work site until all CRLFs have been removed, workers have been instructed, and disturbance of the habitat has been completed. After this time, the state or local sponsoring agency shall designate a person to monitor on-site compliance with all minimization measures as required under the Habitat Mitigation and Monitoring Plan. 4. All refueling, maintenance, and staging of equipment and vehicles shall occur at least 60 feet (18 meters) from the riparian habitat or water bodies and not in a location from which a spill would drain directly toward aquatic habitat. The monitor shall ensure contamination of habitat does not occur during such operations. 5. Project areas shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials shall be used to the extent practicable. Invasive, exotic plants shall be controlled to the maximum extent practicable. This measure shall be implemented in all areas disturbed by activities associated with the project, unless the USFWS and Caltrans determine that it is not feasible or modification of original contours would not benefit the CRLF. 6. The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary. 7. Work shall be scheduled for the times of the year when impacts to the CRLF would be minimal. For 			

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>example, work that would affect large pools that may support breeding would be avoided, to the maximum degree practicable, during the breeding season (November through May). Isolated pools that are important to maintain California red-legged frogs through the driest portions of the year would be avoided, to the maximum degree practicable, during the late summer and early fall.</p> <ol style="list-style-type: none"> 8. Best management practices (BMPs) shall be implemented to control sedimentation during and after project implementation. 9. If a work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than 0.2 inch (5 mm) to prevent California red-legged frogs from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. 10. Water shall not be impounded in a manner that may attract CRLFs. 11. Exotic species, such as bullfrogs (<i>Rana catesbeiana</i>), crayfish, and centrarchid fishes shall be permanently removed by a USFWS-approved biologist to the maximum extent possible. 12. The use of herbicides is prohibited as the primary method to control invasive, exotic plants along the pathway, except in areas of managed agriculture, where use of pesticides (including herbicides) is regulated by the California Food and Agriculture Code. <p>Evidence of compliance with the recommended avoidance and minimization measures for CRLF shall be submitted to the San Luis Obispo County Environmental Coordinator on a quarterly basis</p>			
MM 2.3-2a	Prior to construction, the County shall document on all final construction documents that vegetation removal shall occur outside of the nesting season (September 1 to February 14), wherever possible, to prevent birds from nesting within areas	<ul style="list-style-type: none"> • Review and Approval of Final Construction Documents 	<ul style="list-style-type: none"> • Prior to construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	of disturbance during or just prior to construction. These timing requirements shall confirmed by the San Luis Obispo County Environmental Coordinator, or its designee.			
MM 2.3-2b	If construction activities are proposed to occur during the typical nesting season (February 15 to August 31) within 200 feet (60 meters) of potential nesting habitat or 100 feet of the existing South Higuera bridge, the County shall have a qualified biologist conduct pre-construction surveys for nesting birds (including swallows) in potential nesting habitat. Pre-construction surveys shall be conducted at least two weeks prior to construction to determine presence/absence of nesting birds within the project area. The USFWS and/or the CDFW shall be contacted if any listed bird species are observed during surveys and consulted for additional guidance if nesting birds are observed within or near the boundaries of the project site. Nests, eggs, or young of birds covered by the Migratory Bird Treaty Act and the California Fish and Game Code shall not be moved or disturbed until the end of the nesting season or until young fledge, whichever is later, nor shall adult birds be killed, injured, or harassed at any time. Work activities shall be avoided within 100 feet (30 meters) of active bird nests and 200 feet (60 meters) of active raptor nests until young birds have fledged and left the nest. Readily visible exclusion zones shall be established by a qualified biologist in areas where active nests must be avoided. Results of the pre-construction surveys shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, upon completion and prior to construction.	<ul style="list-style-type: none"> • Submittal of Pre-Construction Survey Results and Biological Monitoring Reports 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-3a	<p>Wherever work is to occur within 100 feet (30 meters) of bridges or other artificial structures capable of supporting bat roosts, the County shall have a qualified biologist conduct pre-construction surveys (at least two at dawn and two at dusk) for bat roosts. Pre-construction surveys shall be conducted at least 30 days prior to construction to determine whether bats are roosting in these structures. The biologist(s) conducting the pre-construction surveys will also identify the nature of the bat utilization of the bridge (i.e., no roosting, night roost, day roost, maternity roost). Results of the pre-construction surveys shall be submitted to the San Luis Obispo Environmental Coordinator, or its designee, upon completion and prior to work commencing within 100-feet of existing structures that are capable of supporting bat roosts.</p>	<ul style="list-style-type: none"> • Submittal of Pre-Construction Survey Results 	<ul style="list-style-type: none"> • Prior to Commencing Construction activity within 100-feet of existing Structures 	<ul style="list-style-type: none"> • County
MM 2.3-3b	<p>If roosting bats are identified during surveys conducted as a result of implementation of mitigation measure MM 2.3-3a, the County shall implement the following measures during construction:</p> <ol style="list-style-type: none"> 1. Readily visible exclusion zones shall be established in areas where roosts must be avoided. 2. If there is only night roosting by bats, work may proceed as normal, provided that no nighttime work is scheduled. <p>If there is day roosting by bats (or night roosting and work during nighttime), qualified biologists shall monitor any construction activities within 100 feet (30 meters) for disturbance to bat roosting. If bat roosting behavior is determined to be adversely impacted by construction activities, construction must be avoided in the vicinity of bat roosts until either bats are no longer roosting or they have been excluded from roosting.</p> <p>If maternity roosts are detected, construction activities must be avoided within 100 feet (30 meters) of an active maternity roost until the end of the maternity roosting season, which typically occurs during the spring and summer months.</p>	<ul style="list-style-type: none"> • Submittal of pre-construction Survey Results and Biological Monitoring Reports 	<ul style="list-style-type: none"> • Prior to Construction, • During Construction 	<ul style="list-style-type: none"> • County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4a	Prior to commencement of construction, the County shall retain a qualified biological monitor(s) approved by all involved regulatory agencies to ensure compliance with avoidance and minimization measures within the project environmental documents. Monitoring will occur throughout the length of construction or as directed by the regulatory agencies. Full-time monitoring will occur during vegetation removal and erosion control installation. Monitoring may be reduced to part time once construction activities are under way and the potential for additional impacts is reduced. Monitoring reports shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, on a quarterly basis or as specified by specific mitigation measures.	<ul style="list-style-type: none"> • Submittal of Biological Monitoring Reports 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
MM 2.3-4b	During construction, the biological monitor(s) will ensure that the spread or introduction of invasive exotic plant species will be avoided to the maximum extent possible. When practicable, invasive exotic plants on the project site (such as <i>Arundo donax</i>) will be removed and properly disposed.	<ul style="list-style-type: none"> • Submittal of Biological Monitoring Reports 	<ul style="list-style-type: none"> • During Construction 	<ul style="list-style-type: none"> • County
MM 2.3-4c	Any construction activities across SLO Creek shall take place between June 15 and October 31 in any given year, or as otherwise directed by the regulatory agencies, when the surface water is likely to be dry or at seasonal minimum. Deviations from this work window will only be made with permission from the relevant regulatory agencies.	<ul style="list-style-type: none"> • Review and Approval of Final Construction Management Plan 	<ul style="list-style-type: none"> • Prior to Approval of Final Construction Management Plan 	<ul style="list-style-type: none"> • County
MM 2.3-4d	Prior to commencement of construction, the County shall clearly flag or fence the project site so that the contractor is aware of the limits of allowable site access and disturbance. Areas within the designated project site that do not require regular access will be clearly flagged as off-limit areas to avoid/discourage unnecessary damage to sensitive habitats or existing vegetation within the project site.	<ul style="list-style-type: none"> • Review and Approval of Final Construction Management Plan 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4e	<p>Prior to commencement of construction, the County shall prepare a Hazardous Materials (HAZMAT) Response Plan to allow for a prompt and effective response to any accidental spills. Upon completion of the HAZMAT Response Plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance.</p> <p>All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur. During construction, all project-related hazardous materials spills within the project site will be cleaned up immediately. Spill prevention and cleanup materials will be on site at all times during construction.</p> <p>The HAZMAT Response Plan shall allow the cleaning and refueling of equipment and vehicles occur only within a designated staging area, which shall be located at least 60 feet from wetlands, other waters, or other aquatic areas. This staging area will conform to best management practices (BMPs) applicable to attaining zero discharge of stormwater runoff. At a minimum, all equipment and vehicles will be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.</p>	<ul style="list-style-type: none"> • Review and Approval of Hazardous Materials Response Plan • Submittal of Worker Training Sign in Sheets 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4f	<p>Prior to commencement of construction, the County shall have a qualified arborist prepare a tree removal plan that minimizes the trimming and removal of trees to the extent feasible. Upon completion of the tree removal plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance. To avoid the potential for unnecessary removal or trimming of trees, any trees to be removed shall be marked with colored flagging or other suitable material. Trees to be trimmed shall be similarly marked but with a different color to differentiate them from trees to be removed. Unmarked trees shall not be removed or trimmed. After construction, any loss of riparian trees shall be replaced at a minimum 3:1 replacement ratio, or as otherwise directed by the regulatory agencies. Methods for riparian vegetation replacement shall be incorporated into the final Habitat Mitigation and Monitoring Plan.</p>	<ul style="list-style-type: none"> • Review and Approval of Tree Removal Plan and Final Habitat Mitigation and Monitoring Plan 	<ul style="list-style-type: none"> • Prior to Construction • Project Completion 	<ul style="list-style-type: none"> • County
MM 2.3-4g	<p>Prior to commencement of construction, the County shall prepare and incorporate into final construction documents an erosion control plan and stormwater pollution prevention plan (SWPPP) for the project. Provisions of these plans shall be implemented during and after construction as necessary to avoid and minimize erosion and stormwater pollution in and near the work area. The SWPPP shall include erosion control measures to be implemented during and after project implementation (refer to Appendix L of the Natural Environment Study including in Technical Appendix T3 of the DEIR). Silt fencing, fiber rolls, and barriers (e.g., hay bales) will be installed between the project site and adjacent wetlands and other waters. No synthetic plastic mesh products shall be used in any erosion control materials. At a minimum, silt fencing will be checked and maintained on a daily basis throughout the construction period. The contractor shall also apply adequate dust control techniques, such as site watering, during construction. The San Luis Obispo County Environmental Coordinator, or its designee, shall ensure compliance with the SWPPP throughout the duration of the proposed project.</p>	<ul style="list-style-type: none"> • Review and Approval of Final Construction Management Plans Including Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP) 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4h	<p>Prior to commencement of construction, the County shall prepare a construction management plan that identifies the rules and requirements of the job site. Upon completion of the construction management plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance. The construction management plan shall reference other applicable plans (i.e., SWPPP, HAZMAT Response Plan, employee training program, etc.), identify construction hours, contact names and numbers, and other specific management requirements, including, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. During construction, trash will be contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas. All vegetation removed from the construction site shall be taken to a certified landfill to prevent the spread of invasive species. If soil from weedy areas (such as areas with poison hemlock or other invasive exotic plant species) must be removed off site, the top 6 inches containing the seed layer in areas with weedy species shall be disposed of at a certified landfill. 2. During construction, no pets will be allowed on the construction site. 	<ul style="list-style-type: none"> • Review and Approval of Construction Management Plan 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
MM 2.3-7	<p>Prior to construction, the County shall ensure that the final alignment of the Bobones Pathway avoids impacts to southern California black walnut trees to the extent practicable. If southern California black walnut trees cannot be avoided and must be removed or trimmed during construction, their loss shall be mitigated at a 4:1 restoration ratio for every walnut tree removed and at a 2:1 ratio for every walnut tree trimmed or otherwise impacted but not removed. If more than 25 percent of a walnut tree must be trimmed, it shall be mitigated at a 4:1 restoration ratio.</p>	<ul style="list-style-type: none"> • Review and Approval of Habitat Mitigation and Monitoring Plan 	<ul style="list-style-type: none"> • Prior to construction 	<ul style="list-style-type: none"> • County
Cultural Resources				
MM 2.4-1b	<p>Prior to construction of any improvements at the Octagon Barn (Segment 1), the County shall submit detailed final</p>	<ul style="list-style-type: none"> • Review and Approval of Final 	<ul style="list-style-type: none"> • Prior to construction of any 	<ul style="list-style-type: none"> • County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	improvement plans for the proposed trailhead improvements at the Octagon Barn Center to the County Environmental Coordinator, or its designee, for review and approval. The County Environmental Coordinator, or its designee, shall review the final plans to ensure consistency with the approved phased conditional use permit for the Octagon Barn Center project (DRC20010-00053). Design-level improvement plans shall identify all proposed structures and equipment, as well as proposed materials, and show elevations in relationship to existing buildings/structures.	Improvement Plans	improvements In Segment 1	
MM 2.4-1c	<p>If, during the course of constructing and implementing the proposed project, archaeological, paleontological, and cultural resources (i.e., prehistoric sites, historic sites, or isolated artifacts and features) are discovered, the contractor shall halt all ground disturbing activities immediately within 50 feet of the discovery, the San Luis Obispo County Environmental Coordinator, or its designee, shall be notified, and a professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards and Guidelines in archaeology and/or history shall be retained by County to determine the significance of the discovery.</p> <p>The San Luis Obispo County Environmental Coordinator, or its designee, and the County shall consider mitigation recommendations presented by a professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards and Guidelines in archaeology and/or history for any unanticipated discoveries. The San Luis Obispo County Environmental Coordinator, or its designee, and the County shall consult and agree upon implementation of a measure(s) that they deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. The County shall implement any mitigation necessary for the protection of archaeological, paleontological, and cultural resources.</p>	<ul style="list-style-type: none"> Review and Approval of Final Construction Management Plan Archaeologist Report 	<ul style="list-style-type: none"> During Construction 	<ul style="list-style-type: none"> County Contractor
Geology/Hydrology				

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
Voluntary Mitigation Measures				
VMM 1.1- G/H1	Facility construction shall be programmed so as to reduce the potential for erosion. Considerations shall include timing to avoid the wet season (generally October 1 through April 15), and limiting the extent of exposed area either through staggering project phases or through a rapid revegetation program. Any construction activity which will involve disturbance of one acre or more will require permitting through the RWQCB NPDES program. All necessary permits will be obtained prior to construction.	<ul style="list-style-type: none"> • Review of Final Construction Management Plan including Schedule 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
VMM 1.1- G/H2	The construction program shall minimize temporary impacts to stormwater flow and drainage by incorporating best management practices. Available BMPs are numerous, and include, but are not limited to, staging area control measures such as proper stockpile maintenance, perimeter control measures such as straw wattle and sandbagging, and internal control measures such as temporary sediment basins. Activities subject to the NPDES permitting program will include these measures in their Stormwater Pollution Prevention Plan (SWPPP).	<ul style="list-style-type: none"> • Review of Final Construction Management Plan including Schedule 	<ul style="list-style-type: none"> • Prior to Construction 	<ul style="list-style-type: none"> • County
VMM 1.1- G/H3	Facilities shall be designed to as to minimize the amount and rate of off-site runoff. No matter the technology used, the facility shall provide sufficient stormwater infrastructure to minimize off-site increases in runoff volume or rate. Facilities shall incorporate, where necessary, appropriate and feasible, measures such as: <ol style="list-style-type: none"> 1. Permeable paving or surfacing materials. 2. Bioswales or linear depressions in lieu of hard pipe/single outfall options. 3. Natural topographic features to direct/disperse flow. 4. Conjunctive use of recreational facilities to direct and disperse flow. 5. Vegetated buffers. 6. Retention basins (dispersed, small/shallow basins are preferred to single, deep and large basins). 	<ul style="list-style-type: none"> • Review of Final Design Plans • Review of Final Construction Management Plans including Construction BMPs 	<ul style="list-style-type: none"> • Prior to Construction • During Construction 	<ul style="list-style-type: none"> • County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	Other energy-dissipating structures.			
VMM 1.1- G/H4	Facilities shall be maintained so as to minimize the potential for long-term erosion and to ensure rapid response to emerging erosion problems. Trails, and unsurfaced parking or staging areas, among other facilities, shall be inspected on an ongoing basis, at least prior to and after the rainy season, to ensure emerging erosion problems are addressed. Ongoing problems may require surfacing, facility closure, redesign, or revegetation.	<ul style="list-style-type: none"> Review of Operation and Maintenance Plan 	<ul style="list-style-type: none"> Post Construction 	<ul style="list-style-type: none"> County
VMM 1.1- G/H5	Facilities shall be operated in a manner which minimizes ongoing impacts to drainage patterns and water quality. The County shall ensure that all installed measures and technologies are maintained in proper function. Stormwater infrastructure shall be inspected at least prior to and after the rainy season to include functionality; any needed repairs or alternative measures shall be pursued as soon as possible following discovery.	<ul style="list-style-type: none"> Review of Operation and Maintenance Plan 	<ul style="list-style-type: none"> Post Construction 	<ul style="list-style-type: none"> County
Noise				
Voluntary Mitigation Measures				
VMM 1.1-N1	Where construction activities will take place near sensitive receptors, the County Noise Ordinance for construction activities, which limits hours of operation, shall apply.	<ul style="list-style-type: none"> Review of Construction Management Plans including Schedule 	<ul style="list-style-type: none"> During Construction 	<ul style="list-style-type: none"> County Contractor
Transportation and Circulation				
Voluntary Mitigation Measures				
VMM 1.1 - TRA1	Facilities shall provide adequate parking such that surrounding area streets are not adversely impacted.	<ul style="list-style-type: none"> Review of Final Design Plans 	<ul style="list-style-type: none"> Prior to Construction 	<ul style="list-style-type: none"> County
VMM 1.1 - TRA2	Construction activities shall deploy signage, cones, and public notice, among other measures subject to the approval of the County Public Works Department, to minimize potential hazards	<ul style="list-style-type: none"> Review of Construction Management Plan 	<ul style="list-style-type: none"> Prior to Construction During 	<ul style="list-style-type: none"> County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
			Construction	
Mitigation Measures				
MM 2.6.2-1	<p>Prior to final design approval, the County shall design the proposed project consistent with the requirements of the San Luis Obispo County 2011 Public Improvement Standards and Caltrans' Manual for Uniform Traffic Control Devices. The final design shall be subject to review and approval by the San Luis Obispo County Department of Public Works.</p>	<ul style="list-style-type: none"> • Review and Approval of Final Design Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Design Plans 	<ul style="list-style-type: none"> • County
MM 2.6.2-2	<p>A single at-grade crossing of South Higuera Street to accommodate a connection to the City's portion of the pathway would be designed consistent with San Luis Obispo County's 2011 <i>Public Improvement Standards</i>. The final design of a single at-grade crossing of South Higuera Street shall be included in the design of the future Buckley Road extension, which will include a signalized intersection at South Higuera Street. An interim at-grade crossing of South Higuera Street may be acceptable prior to the construction of the signalized intersection under the following circumstances:</p> <ol style="list-style-type: none"> 1. Prior to final design approval, the County shall review and approve a design for a single interim at-grade crossing on South Higuera Street. 2. The location of this single interim at-grade crossing shall be coordinated with the City of San Luis Obispo and the San Luis Obispo County Department of Public Works. 3. The San Luis Obispo County Department of Public Works shall ensure that the design of the at-grade crossing is consistent with the San Luis County 2011 Public Improvement Standards and Caltrans' Manual for Uniform Traffic Control Devices. Necessary safety features may include, but are not limited to, the following design features as deemed appropriate to provide a safe crossing: <ul style="list-style-type: none"> • Use of flashing lights, roadway striping, or changes in pavement texture. • Signing for path users shall include a standard 	<ul style="list-style-type: none"> • Review and Approval of Final Design Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Design Plans • Post Construction 	<ul style="list-style-type: none"> • County • The Land Conservancy • City of San Luis Obispo

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	<p>"STOP" sign and pavement marking, combined with other features such as bollards to slow bicyclists.</p> <ul style="list-style-type: none"> • For path users, directional signs and street names at crossings to help direct people to their destinations. • For motorists, a sign reading "Path Xing" along with a path emblem or logo to both warn and promote use of the path itself. • A median stripe on the path approach to organize and warn path users. • Crosswalk striping in accordance with local and state preference, possibly accompanied by pavement treatments to help warn and slow motorists. <p>The interim at-grade crossing shall be abandoned with construction of the Buckley Road extension and relocated to the south side of the new Buckley Road/South Higuera Street signalized intersection.</p>			
MM 2.6.3-1	<p>Prior to final design approval, the County shall ensure that the project has been designed to provide the following:</p> <ol style="list-style-type: none"> 1. Pathway landmarks or other location aids to allow an injured or ill party to convey location to emergency responders for party locating; 2. Provide emergency access for a 20-ton fire engine to remote areas of the pathway; and 3. Informational signs, gate control, and weather monitoring to avoid flood hazards during storm events. <p>The environmental coordinator, or its designee, shall review the final improvement plans for consistency prior to commencing construction.</p>	<ul style="list-style-type: none"> • Review and Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • Prior to Approval of Final Improvement Plans 	<ul style="list-style-type: none"> • County



Department: Fire
Cost Center: 8502
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Todd Tuggle, Fire Chief
Prepared By: Nicole Vert, Business Analyst

SUBJECT: AUTHORIZE THE FIRE DEPARTMENT TO APPLY FOR REGIONAL CRASH RESPONSE AND EXTRICATION IMPROVEMENT GRANT PROGRAM THROUGH CALIFORNIA'S OFFICE OF TRAFFIC SAFETY GRANT PROGRAM

RECOMMENDATION

1. Authorize the Fire Department to apply for funding under California's Office of Traffic Safety grant program to purchase modern extrication equipment; and
2. Authorize the City Manager, or Fire Chief as their designee, to execute the grant documents and approve the budget changes necessary to appropriate the grant amount upon notification that the grant has been awarded.

POLICY CONTEXT

The recommended actions are consistent with the City of San Luis Obispo's Financial Management Manual, Section 740 - Grant Management Policy. The policy states that Council will approve all grant applications in excess of \$5,000 and delegate receipt and contract execution to the City Manager.

The work conducted under the grant is in line with the City's Major City Goal of Climate Action, Open Space, and Sustainable Transportation by proactively addressing the climate crisis through replacing diesel powered equipment with clean running electric extrication tools (e-draulic).

DISCUSSION

State, federal, and non-profit grants are occasionally offered to assist local governments with the financial impacts associated with daily operations and/or mandated programs. The Fire Department actively seeks out these opportunities to enhance the effectiveness of the Department while increasing fiscal sustainability for the city. A recent grant opportunity was identified, which is in line with these goals and addresses a current need for the city: the Regional Crash Response and Extrication Improvement Grant Program through the California Office of Traffic Safety.

Staff recommends seeking \$169,354.00 in grant funding to purchase four sets of e-draulic extrication tools for the department, allowing for each front-line apparatus to have an updated modern set.

The e-draulic equipment is more powerful in all aspects, including cutting and spreading forces. Newer vehicles are becoming increasingly more difficult to cut through as new technology is being integrated and the stronger tools can reach victims quickly. The new tools are smaller and lighter with fewer pieces than the conventional internal combustion powered hydraulic tools currently in use. The new e-draulic extrication tool allows for quicker response to crash victims, especially those that are far off the roadway, such as on Cuesta Grade, where firefighters must rappel down to victims with the equipment. The requested equipment also aligns with the City's Major City Goal of carbon neutrality by 2035 through reduction of the use of internal combustion engines (for the hydraulic power heads) in favor of the electric powered e-draulic extrication equipment.

Background

The California Office of Traffic Safety (OTS) grants program is funded by the National Highway Traffic Safety Administration (NHTSA). The OTS awards more that \$100 million annually in innovative, evidence-based education and enforcement programs and technologies designed to improve road safety. The OTS evaluates all potential programs to make sure California addresses current and future traffic safety needs.

The OTS has identified ten priority areas of concentration for grant funding, one being Emergency Medical Services program. Providing timely care to crash victims is critical to reducing deaths and the severity of injuries. The program's goals include decreasing the average extrication time, from the time of arrival at the crash site to transport. Funded activities include replacing extrication tools for fire departments to meet the above goal.

Public Engagement

This item is on the agenda for the April 2, 2024, City Council meeting and will follow all required postings and notifications. The public will have an opportunity to comment on this item at or before the meeting.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378. If the work associated with the grant funding requires environmental review, staff will not proceed with the project until a review has been completed.

FISCAL IMPACT

Budgeted: No
Funding Identified: Yes

Budget Year: 2023-24

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$ 169,354.00	\$	\$0
State				
Federal				
Fees				
Other:				
Total	\$	\$169,354.00	\$	\$0

The Office of Traffic Safety grant program does not require a match. The department currently owns extrication tools that range in age from 13 to 20 years old and already require ongoing maintenance that is budgeted. The replacement tools will not increase the departments ongoing budget.

ALTERNATIVES

The Council could decide not to pursue the grant funding. This is not recommended as fire service grant opportunities are limited and the grant funds would only serve to enhance the City’s safety and resilience while increasing fiscal sustainability for the City.



Department: Utilities
Cost Center: 6107
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director – Wastewater
Meg Buckingham, Solid Waste and Recycling Program Manager

SUBJECT: AUTHORIZATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL SOLID WASTE AND RECYCLING CONSULTANT SERVICES

RECOMMENDATION

1. Approve the Request for Qualifications (RFQ) for on-call solid waste and recycling consultant services; and
2. Authorize the Utilities Director to execute professional service agreements with the selected consultants to create a 2024-2029 on-call list; and
3. Authorize the Finance Director to execute and amend purchase orders for individual professional service agreements in an amount not-to-exceed the authorized project budget.

POLICY CONTEXT

The Solid Waste and Recycling Program in the Utilities Department often utilizes consultant services for projects related to solid waste and recycling legislation, meeting the circular economy and waste diversion goals specified in the City's Climate Action Plan, and management of the City's franchise agreements for solid waste, mixed recyclables, and organics collection.

Municipal Code Section 3.24.070 authorizes staff to procure these types of "specialized services" when consultants are on "an approved list of on-call consultants that is established by a formal RFQ process." Section 3.24.070 (C) further states that "The Council shall approve the RFQ, and the purchasing authority is authorized to execute agreements with the selected consultants. The Finance Director is authorized to execute and amend purchase orders for individual consultant services contracts in an amount not-to-exceed the authorized project budget. On-call consultant lists shall be renewed at least every five years by a new RFQ process."

DISCUSSION

Background

The Solid Waste and Recycling Program coordinates the planning, development, and implementation of programs and services related to solid waste, recycling, organics recycling, zero waste, and other waste diversion programs.

Staff utilize consultant support on a routine basis for assistance with complex and technical projects, expert/professional review of reports received from contractors, and in times when staff do not have the capacity to complete a time-sensitive project. Section B (Scope of Work) of the RFQ provided in Attachment A lists the services that the selected consultants may be asked to provide to the City over the course of five years. Some examples of projects that the selected on-call consultants could expect include review of integrated solid waste management rates from the franchised garbage company, rate studies, franchise agreement review, rate setting development, waste characterization and generation study completion, and guidance on compliance with impactful State legislation.

Due to the frequent need for consultant services for projects that range in scope and complexity, an on-call list comprised of qualified candidates with assorted specialties would benefit the program by providing a more streamlined selection process. Maintaining an on-call list of consultants with diverse backgrounds means the City may become aware of a broader spectrum of consultants, thereby increasing the City’s choices, and maximizing the potential to obtain the highest quality and most cost-effective consultant for the project.

Previous Council or Advisory Body Action

The Solid Waste and Recycling Program has not opened a RFQ for on-call consultants.

Public Engagement

Public comment may be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting. If approved by the City Council, the RFQ (Attachment A) will be posted in BidSync.

CONCURRENCE

The Finance Department concurs with the issuance of the RFQ and assisted with its development.

ENVIRONMENTAL REVIEW

The recommended actions are not a “project” as defined under CEQA Guidelines Section 15378 because the action will not result in any physical change to the environment.

FISCAL IMPACT

Budgeted: No
Funding Identified: Yes

Budget Year: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund		\$	\$	\$
State				
Federal				
Fees				
Other: AB 939 Designation	\$222,859			
Total	\$222,859	\$	\$	\$

Issuing the RFQ and establishing a qualified on-call list for solid waste and recycling consultant services does not obligate any funds for consultant work. However, the program has identified funding when projects do arise from General Fund “assigned” fund balance (AB 939 Designation).

AB 939 fees are collected from the garbage company and may only be used to pay for activities that divert waste from the landfill. Any remaining funds at the end of the year are put into the AB 939 Designation for future use. There is currently \$222,859 of assigned funds from prior fiscal years that are eligible to be used for projects the on-call list of consultants would complete.

When the on-call agreement is executed and projects are identified, quotes will be requested from on-call consultants and purchase orders will be issued at the discretion of the Finance Director.

ALTERNATIVES

Do not approve the RFQ release. The City Council could decline authority for staff to issue the RFQ and execute contracts. This is not recommended as it would require substantial staff time to return to the City Council for authorization to open Request for Proposals for individual solid waste and recycling projects.

ATTACHMENTS

A - RFQ for On-Call Solid Waste and Recycling Consultant Services



Notice Requesting Qualifications for On-Call Solid Waste and Recycling Consultant Services 2024-2029

The City of San Luis Obispo ("City") is requesting proposals for solid waste and recycling consultant services in a variety of areas associated with the management and administration of the City's waste and recycling program as specified in this Request for Qualifications (RFQ).

All interested firms must register with BidSync at www.BidSync.com, where proposers can obtain RFQ packages and submit questions - BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>)

Proposals responsive to the RFQ will be reviewed by staff in the Solid Waste Program of the Utilities Department as they are received and must be completely uploaded on BidSync at or before [Date], 5:00 p.m. Pacific Standard Time. Proposals received after said time will not be considered.

Proposals shall be submitted using the forms provided in this RFQ package. Proposals submitted in any manner not specified above will not be accepted.

RFQ packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact Meg Buckingham, Solid Waste and Recycling Program Manager at mbuckin@slocity.org for any questions about the content of the RFQ.

For technical help with BidSync please contact BidSync tech support at 800 -990-9339.



A. INTRODUCTION

The City is requesting qualifications from qualified consultants to provide solid waste and recycling consultant services (“Consultant Services”). The Solid Waste and Recycling Program of the City of San Luis Obispo Utilities Department coordinates the planning, development, and implementation of programs and services related to solid waste, recycling, organics recycling, zero waste, and other waste diversion programs, but is either not adequately staffed to perform all necessary tasks to the fullest extent or require expert technical assistance.

Consultants should expect projects and tasks that will relate to meeting the legislative and regulatory requirements of Senate Bill 1383 and other solid waste and recycling related legislation; meeting the circular economy and waste diversion-related goals specified in the City’s Climate Action Plan; and management of the City’s franchise agreements for solid waste, mixed recyclables, and organics collection.

Full-time, regular staff dedicated to this program area include the Utilities Director, Deputy Director of Wastewater, Solid Waste and Recycling Program Manager, and Solid Waste and Recycling Coordinator.

The City is interested in generating a list of qualified consultants specializing in this type of work to draw from as needed.

B. SCOPE OF WORK

The City is requesting proposals for Consultant Services in a variety of solid waste and recycling related program areas to establish a list of qualified firms and individuals for contract work the City may need during a five-year period.

The City requests information regarding the qualifications of consultants and consulting firms interested in providing solid waste and recycling consultant services to the City, as needed, via an established list of on-call outside consultants (“On-call List”). The City is interested in retaining a diverse group of firms and individuals who will be placed on the On-call List to provide high-quality consulting services.

Selection of solid waste and recycling consultants is based on the qualifications and program area experience, quality of work, articulate approach to controlling costs and adhering to budgets, and effectiveness in communicating with the City.

In addition to being placed on the On-call List, selected consultants or consulting firms will enter into a Professional Services Agreement (“PSA”) (attached to this RFP in Exhibit A. PSAs for specific engagements will include (1) a written scope of work, (2) a capped “not to exceed” amount, including the circumstances under which initial payment terms may be modified; and (3) the names of the individual consultants in the consulting firm assigned to work on the matter along with their hourly rate(s), which shall be consistent with the proposal submitted for this RFQ.

Placement on the On-call List does not guarantee that the consultant or consulting firm will be engaged to provide services. Consultant Services will be used on an as-needed, case by case, or matter by matter basis.

Outside consultant services may involve one or more of the following areas:

1. Planning Activities

- Strategic planning
- Sustainable and zero waste planning
- Waste characterizations/audits
- Disaster debris management
- Financial: budgeting, modeling, cost and revenue studies, funding alternatives, fee development
- Facility design and evaluation
- Program design and evaluation
- Policy and ordinance development
- Grant application and management
- Organizational and informational flow system assessment and design
- Extended producer responsibility: local assessment, implementation

2. Legislative Compliance and Outreach Assistance

- Outreach campaigns: development, content creation, marketing
- Generator compliance: monitoring, route reviews, lid flipping, audits, assistance, custom outreach
- Stakeholder outreach: community workshops, public opinion surveys, focus groups
- Program tracking, reporting, and monitoring

3. Operations and Performance

- Franchise agreement/hauler contract compliance reviews
- Rate reviews and setting, audits, studies, and analysis: cost of service, fees, customer rates, payments, billing system functions, collection operations, transfer operations
- Other reviews and analysis: management, administrative function, collection system productivity, vehicle routing
- Benchmarking: metrics/standards development, enhancement strategies, tracking, monitoring
- Proposition 218 and 26 assistance, and other propositions that may become pertinent

4. Contract Procurement, Management, and Negotiations Assistance

- Collection system service options evaluation
- Policy and program development and analysis
- Annual rate adjustment mechanisms
- Performance standards and penalties
- Request for proposals: development, technical and financial evaluation
- Franchise agreement/hauler contracts: development, review, monitoring
- Rate models and rate structure analysis and development

5. Any other miscellaneous projects or tasks relating to the solid waste and recycling industry

C. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (“Candidate”) shall meet all the terms, and conditions of the RFQ project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFQ specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in Section I of these specifications and be accompanied by the other required submittals and supplemental materials. Proposal documents shall be submitted electronically via BidSync.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Candidate’s insurance coverage during proposal evaluation; endorsements are not required until contract award. The City’s insurance requirements are detailed in Exhibit B.

5. **Proposal Withdrawal and Opening.** A Candidate may withdraw its proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal. No proposal received after the time specified or at any place other than that stated in the “Notice Inviting Bids/Requesting Proposals” will be considered.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Candidate submitting a proposal, or who has quoted prices on materials to such Candidate, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Candidates submitting proposals.
7. **Communications.** All timely requests for information submitted in writing via BidSync prior to the date indicated in the RFQ will receive a response. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals in accordance with the retention schedule (currently two years from decision for all unsuccessful proposals and five years past audit for successful ones). The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a

proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the “special terms and conditions” in Section D of these specifications for proposal evaluation and contract award criteria.

9. **Competency and Responsibility of Candidate.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Candidates. Candidates will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Form of Agreement.** Additional contract terms and conditions that Candidate will be expected to execute and be bound by when assigned a matter from their position on the On-Call List are listed in the Form of Agreement (Exhibit A).

D. SPECIAL TERMS AND CONDITIONS

- 1.
2. **Term.** The On-call List created from this RFQ will be active for the five-year period, commencing on the date the Form of Agreement is executed and expiring after five (5) years.
3. **Proposal Review/ Candidate Selection to the List.** The City will develop the On-call List based upon the responses to this RFQ. Responses will be evaluated as set forth in in Section F of these specifications.
4. **Consultant Selection and Compensation.** Acceptance onto the On-Call List does not guarantee that any work will be assigned to Consultant. The decision to retain Consultant Services will be that of the City on a case-by-case basis or matter-by-matter basis. Proposed fee structures should take into account the five-year life of the On-call List, and Candidates are encouraged to include in their proposal any fee escalator information that will be relevant to cost evaluation over the life of the On-call List.
5. **Non-Exclusive Contract.** During the life of the On-call List, the City reserves the right to enter into agreements for solid waste and recycling consultant services with persons or firms who do not respond to the RFQ. The City further reserves the right to waive responses to any part of this request if, in its sole judgment, it determines that it is in the best interests of the City to do so. The City may require any Candidate to participate in negotiations and to submit such other information or documentation as it may deem necessary as conditions of awarding a contract. The City reserves the right to vary or waive requirements for different Candidates as shall fit the City’s needs for a particular type of engagement or area of representation.

E. SUBMITTAL CONTENT AND FORM

1. **Letter of Interest (5-page maximum).** Please include in the submittal a letter introducing the Candidate and expressing the Candidate’s interest in being considered for on-call consulting services, clearly identifying the applicable sub-area(s) of interest. The letter of interest should also include all of the following:

- a. Provide the name of the entity, its mailing address, telephone, facsimile number.
- b. Please describe the organization.
- c. Indicate that the Candidate has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
- d. Indicate that the Candidate has the minimum qualifications listed to perform any variety of the tasks outlined in Section B.
- e. Indicate the intention of the Candidate to adhere to the provisions described in the RFQ. (If selected to provide on-call consulting services, the Candidate will be expected to sign a service provider agreement with the City.)
- f. Please identify the contact person responsible for the submittal, specifying the name, title, and contact information. Please note that the person signing the letter of interest must be a legal representative of the Candidate authorized to bind the Candidate to an agreement in the event of an award.
- g. Provide a brochure or list of relevant services that can be provided, including but not limited to services outlined in Section B.

2. Relevant Experience of Key Personnel and the Firm (10-page maximum).

- a. Key Personnel Experience. The submittal must identify the key personnel that is to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for other jurisdictions, and a resume of each key personnel, including experience working with City staff, local San Luis Obispo community groups and decision- makers, and regional partner agencies.
- b. Firm Experience. The submittal must describe the Firm' s pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for San Luis Obispo or neighboring jurisdictions in California, including experience working with City staff, local San Luis Obispo community groups and decision- makers, and regional partner agencies.
- c. General Firm Information. General firm information including the number of employees, location of firm headquarters, branch offices, and the number of years in business may also be provided. Please note that general firm information is not a substitute for the specific information requested in the above Sections E -2a and b.
- d. Any other information that would assist us in making this award decision.

3. Fee Structure. Please include a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved that would be necessary to render service as noted in the Scope of Work above on a project- by-project basis. Provide a list of expenses being proposed to be billed in addition to legal fees, including the basis for such expenses.

5. Submittal of Proposal Forms. Each Candidate shall submit completed version of the three required forms in Section I.

- a. Acknowledgement of RFQ specifications.
- b. References from at least three firms for whom you have provided similar services.
- c. Statement of Contract Disqualifications.
- d. Certificate of insurance.

6. Additional Services. If there are related services not otherwise identified in the City' s RFQ, the Candidate may offer those to the City. Proposals are not required to address any additional

services in order to be considered an acceptable proposal.

F. PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated by a selection panel made up of members from the Utilities Department Solid Waste and Recycling Program. The panel will score the qualification materials submitted on a zero to 100-point scale, excluding bonus points, based upon the following criteria.

Consultants who qualify will be placed on the list of qualified on-call consultants for each subarea. Placement on the list of qualified on-call consultants is not a guarantee of work and does not constitute a commitment by the City to enter into a contract with the Consultant. As appropriate, the City may conduct an additional competitive process (e.g., solicit bids or issue Requests for Proposals) prior to awarding contracts. The City anticipates that all services will be on an as-needed or on-call basis.

1. **Letter of Interest.** Demonstrated competence and the capacity and professional qualifications necessary to provide the Consulting Services specified in the RFQ. Ability to meet standard City contract and insurance requirements.
2. **Relevant Experience.** Demonstrated ability, based on consultant experience and specific experience of key personnel, to provide technical assistance on the types of tasks listed in the RFQ. Consultants need not necessarily be experts in every task in a given sub-area in order to achieve a favorable score. Prior experience, including the ability to work with City staff, local San Luis Obispo community groups and decision- makers, and regional partner agencies. **(30 Points Maximum)**
3. **Responsiveness to the RFQ.** Presentation, completeness, and clarity of information provided.
4. **Fee Structure.** The Candidate's cost competitiveness and reasonableness. **(20 Points Maximum)**
5. **Client References. (Pass/ Fail)**
6. **Additional Information.** Information about how your company mitigates the environmental impact of its services, such as greenhouse gas emissions, amount of waste generated, water and energy use, or other areas related to your products and services.

G. ADDITIONAL TERMS AND CONDITIONS

1. **Nondiscrimination.** The City will not discriminate against any interested consultant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **City's Right to Modify RFQ.** The City reserves the right at its sole discretion to modify this RFQ (including but not limited to the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a consultant to read the latest addendums shall have no effect on the validity of such modification.
3. **City's Right to Cancel RFQ.** The City reserves the right at its sole discretion to cancel this RFQ in part or in its entirety should the City deem that it is in the City's best interests to do so.
4. **City's Right to Reject All Submittals.** The City reserves the right, in its sole discretion, to reject all submittals should the City deem that it is in its best interests to do so.

5. **City's Right to Extend RFQ Deadlines.** The City reserves the right to extend the deadline for submittals by written addendum should the City deem that it is in its best interests to do so.
6. **City's Right to Negotiate With Consultants.** The City reserves the right to negotiate with the consultants on the list of qualified on-call consultants regarding their exceptions to the standard service provider agreement. If any, or regarding other price and terms in their submittals and to require the selected Consultant to submit such technical, price, or other revisions of their submittals as may result from negotiations.
7. **Standard Form Service Provider Agreement & Insurance.** Consultants acknowledge that placement on the list of qualified on-call consultants does not commit the City to award a contract. For any project, the City reserves the right to award a contract to consultants 1) that are on the list of qualified on-call consultants; (2) that have an existing contract with the City, or (3) that are selected through a separate competitive process.

Consultants on the list of qualified on-call consultants who are awarded a contract will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Exhibit A and B. Comments or exceptions, if any, to the standard service provider agreement and/ or insurance requirements must be noted in the Letter of Interest. It is understood that consultants have reviewed the service provider agreement (Exhibit A) and will take exception only to those items identified in their Letter of Interest.

Neither review of the submittal by the City nor placement on the list of qualified on-call consultants constitutes an acceptance by the City of the Proposer's recommended changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time the City awards a contract, if any.

8. **Cost of Submittals.** All costs incurred during submittal preparation or in any way associated with the Consultant's preparations or submission shall be the sole responsibility of the Candidate.
9. **Liability for Submittal Errors.** Candidates are liable for all errors and omissions contained in their submittals.
10. **Permits and Licenses.** Candidates, at their sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of on-call consulting services.

H. ADDITIONAL TERMS AND CONDITIONS

1. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
2. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by, or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

3. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

SECTION I: PROPOSAL SUBMITTAL FORMS

1. Acknowledgement of RFQ Specifications

The undersigned declares that she or he:

- Has carefully examined [_____], which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
--	-------------

2. References

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

3. Statement of Past Contract Disqualifications

The Candidate shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes

No

- ***If yes, explain the circumstances.***

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Candidate Representative

**CITY OF SAN LUIS OBISPO
PROFESSIONAL SERVICES AGREEMENT**

This agreement (Agreement) is made and entered into in the City of San Luis Obispo on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city (City) and [FILL] hereinafter referred to as Contractor (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on [date], City requested proposals for solid waste and recycling on-call consulting services; and

WHEREAS, the City wants to utilize consultant services for projects relating to utilize consultant services for projects and tasks relating to solid waste and recycling legislation, meeting the circular economy and waste diversion-related goals specified in the City’s Climate Action Plan, and management of the City’s franchise agreements for solid waste, mixed recyclables, and organics collection (the “Services”); and

WHEREAS, Consultant is qualified to perform this type of Services and has submitted a written proposal to do so, which has been accepted by City; and

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above with a duration of five (5) years.
2. **INCORPORATION BY REFERENCE.** The City Request for Qualifications for on-call services and Consultant's proposal dated [date] are hereby incorporated in and made a part of this Agreement, attached as Exhibit A. The City’s insurance requirements are hereby incorporated in and made part of this Agreement, attached as Exhibit B. To the extent that there are any conflicts between the Consultant’s fees and scope of work and the City’s terms and conditions as stated herein, the City’s terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both Parties.
3. **CITY’S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Consultant shall receive therefor compensation in accordance with the Consultant’s submitted rates in the RFQ.
4. **CONSULTANT’S OBLIGATIONS.** For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement including that work as set forth in Exhibit A.
5. **PAYMENT OF TAXES.** The contract prices shall include full compensation for all taxes that Consultant is required to pay.
6. **LICENSES AND PERMITS.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the Services described

in this Agreement. The Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary under this Agreement.

7. **COMPLIANCE WITH LAW.** The Consultant shall keep itself informed of and shall observe and comply with all applicable State and Federal laws and regulations, and county and City of San Luis Obispo ordinances, regulations and adopted codes, which in any manner affect those employed by Consultant or in any way affect the performance of the Services pursuant to this Agreement. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
8. **COMPLIANCE WITH INDUSTRY STANDARD.** Consultant shall provide services acceptable to City in strict conformance with the Agreement. Consultant shall also provide in accordance with the standards customarily called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Where approval by the City, the City Manager, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.
9. **INDEPENDENT CONTRACTOR.**
 - a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
 - b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
10. **PRESERVATION OF CITY PROPERTY.** The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from Consultant's operations, it shall be replaced or restored at Consultant's expense. The City's facilities shall be replaced or restored to a condition as good as when the Consultant began the work.
11. **IMMIGRATION ACT OF 1986.** The Consultant warrants on behalf of itself and all subconsultants engaged for the performance of the Services that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Services hereunder.
12. **NON-DISCRIMINATION.** In the performance of the Services, the Consultant agrees that it will not engage in, nor permit such subconsultants as it may employ, to engage in discrimination in

employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

13. **PAYMENT TERMS.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Consultant (Net 30). Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Final June invoices shall be received no later than the 5th business day of July to meet City fiscal year-end deadlines. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice, therefore.
14. **INSPECTION.** City shall at all times have the right to inspect the work being done under this Agreement and Consultant shall furnish City with every reasonable opportunity and assistance required for City to ascertain that the Services of the Consultant are 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 the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations under the Agreement.
15. **RELEASE OF INFORMATION.**
 - a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
 - b. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is averse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
16. **OWNERSHIP OF DOCUMENTS.**

- a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of the Services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
 - b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services under this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.
17. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's passive negligence, except for such loss or damage arising from the sole or active negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.
18. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**
 - a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates

a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 14.

19. **TERMINATION FOR CAUSE.** If, during the term of the Agreement, the City determines the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a ten (10) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

- a. If the Consultant has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such shall constitute a breach of the Agreement and the City may terminate the Agreement immediately by written notice to the Consultant to said effect (“Notice of Termination”). Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the Agreement except to comply with the obligations upon termination.
- b. In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City’s Notice of Termination, minus any offset from such payment representing the City’s damages from such breach. “Reasonable value” includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work or services performed or provided by the Consultant shall be based solely on the City’s assessment of the value of the work-in-progress in completing the overall scope.
- c. The City reserves the right to delay such payment until completion or confirmed abandonment of the project, as may be determined in the City’s sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the not to exceed amount shown in this Agreement.

20. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and made part of this Agreement.

21. **BUSINESS LICENSE & TAX.** The Consultant must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.

22. **SAFETY PROVISIONS.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

23. **PUBLIC AND EMPLOYEE SAFETY.** Whenever the Consultant operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

24. **UNDUE INFLUENCE.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
25. **ASSIGNMENT.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
- a. As required above, before retaining or contracting with any subconsultant for any services under this Agreement, City must consent to such assignment of performance in writing. For City to evaluate such proposed assignment, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant, which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.
26. **AMENDMENT.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the appropriate review authority according to the City's Financial Management Manual. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized by the City in advance and in writing.
27. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the Parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding upon the Parties hereto. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
28. **NOTICE.** All notices to the Parties hereto under this Agreement shall be in writing and shall be sent either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) United States Mail, certified, postage prepaid, return receipt requested. All such notices shall be delivered to the addressee or addressed as set forth below:

To City: [DEPT]
 City of San Luis Obispo
 [ADDRESS]

To Consultant: Name

Mailing Address

29. **GOVERNING LAW.** Any action arising out of this Agreement shall be brought in the Superior Court of San Luis Obispo County, California, regardless of where else venue may lie. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
30. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Consultant do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

CITY	CONSULTANT
<hr/> By: [Name] Its: [Title of City Manager or Department Head]	<hr/> By: [Name] Its: [Title]
APPROVED AS TO FORM:	
<hr/> By: J. Christine Dietrick, City Attorney	

EXHIBIT B: INSURANCE REQUIREMENTS

Insurance Requirements – Standard Professional Services

The 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 by the Contractor, its 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 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. 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, personal injury and property damage. If Commercial General Liability or other 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 of \$2,000,000.
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 procure a bond 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, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
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, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty
(30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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 a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.



Council Agenda Correspondence

DATE: April 2, 2024

TO: Mayor and Council

FROM: Matt Horn, Public Works Director
Prepared By: Erica Long, Project Manager II

VIA: Derek Johnson, City Manager

SUBJECT: ITEM 6K - AUTHORIZATION TO ADVERTISE THE LAGUNA LAKE DOG PARK REVITALIZATION PROJECT, SPECIFICATION NO. 2001068

Staff received the following questions and is recommending modifications to the staff report regarding the Laguna Lake Dog Park Revitalization project report as follows:

- 1. Question: Is there a way to provide for additional bid alternates that could allow for more scope to be awarded if the bid is under the Publicly Disclosed Funding limit of \$1,130,000?**

Answer: Staff chose to separate the landscaping and irrigation as Additive Alternate A from the Base Bid to provide more certainty that a project with the primary elements of a dog park could be awarded. The scope of the base bid includes demolition, earthwork, fencing, flatwork, ground cover, and utility infrastructure within the approximate three-acre park. See the estimate table below for approximate construction cost per category of Base Bid work items.

Base Bid: Estimated Cost by Category		
Category	Estimated Cost	Percentage
Demolition	\$35,000.00	4%
Utility Infrastructure (hydration stations & drainage improvements)	\$55,000.00	6%
Earthwork	\$90,000.00	11%
Ground Cover (mulch & pea gravel)	\$115,000.00	14%
Fencing	\$165,000.00	19%
Flatwork (including root barrier & irrigation sleeving)	\$390,000.00	46%
TOTAL	\$850,000.00	100%

The tables below provide the approximate cost per category of items with Additive Alternate A and B.

Additive Alternative A: Estimated Cost by Category		
Category	Estimated Cost	Percentage
Maintenance (3-months)	\$10,000.00	4%
Trees and Shrubs	\$41,000.00	18%
Turf Lawn	\$72,000.00	31%
Irrigation	\$107,000.00	47%
TOTAL	\$230,000.00	100%

Additive Alternative B: Estimated Cost by Category		
Category	Estimated Cost	Percentage
Shade Sails (8 total)	\$50,000.00	100%
TOTAL	\$230,000.00	100%

Staff discussed splitting the Additive Alternate A into more than one alternative, but in order to construct some landscaping, there is still a need for the irrigation component which is a significant portion of the cost and needs to be installed all at once. Staff also considered an alternative with irrigation, turf lawn and the three-month maintenance contract but determined this would not provide a significant cost savings.

Council could choose to direct staff to bid the project with what is currently in the Base Bid and Additive Alternative A as the updated base bid contract. If Council requests staff proceed with the irrigation and landscaping included in the base bid, then the following alternative recommendation could be used:

Alternative 5:

Approve authorization to advertise the project with Additive Alternative A in the Base Bid. Council may choose to direct staff to update the plans and special provisions to combine Additive Alternate A (landscaping and irrigation) with the base project bid, and separate Additive Alternate B (shade sails) as the only alternative, with a publicly disclosed funding amount of \$1,130,000. Under this alternative, if bids received exceed the publicly disclosed funding limit, staff would return to Council with either a recommendation to reject all bids or a request for additional funding. As this would delay construction of the project, staff does not recommend this alternative. Currently, the Base Bid is scoped to provide the primary elements of a dog park, which would not preclude future improvements.

2. Question: In support of competitive bids, can the contractor qualifications be reduced or public outreach increased? Could opening the project to contractors without public project experience provide more competitive bids?

As called out in the special provisions, the required contractor qualifications are listed as follows:

“You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. All referenced projects must have been completed within the last five years from this project’s bid opening date.

One of the three reference projects must have been completed under contract with a city, county, state or federal government agency as the prime contractor.”

The City requires one reference project to be for past experience with a government agency. This requirement has been standardized across all Capital Improvement Projects publicly bid by the City. Prior public project experience better ensures the low bid contractor is familiar with State requirements to be registered with the Department of Industrial Relations as well as prevailing wage rates and reporting requirements. Contractors without public project experience may require extensive staff time to train and familiarize with City and State contract requirements, as well more rigorous oversight during the contract to ensure their contractual obligations are met. Due to limited staffing resources and multiple ongoing construction projects, staff recommend keeping the requirement for past public project experience in order to reduce potential administrative workload.

As part of the public bid process, the City posts advertisements for public bids in the New Times. Additionally, project bids opportunities are posted to the City’s website. Contractors interested in working with the City on public projects can sign up for notifications through the website and through the City’s bid advertisement resource called BidSync. These advertisement methods have been successful in soliciting competitive bids for the City’s projects for contractors interested in working on City projects.

3. Staff discovered an error in the table on page 7 of the staff report.

The Laguna Lake Dog Park, Specification No. 2001068 funding table should be replaced with the revised table below. The table in the original report incorrectly listed the funding from the Park Improvement Fund (519-0000-32001) that is being requested to be used. Staff is requesting to appropriate the entire unreserved fund balance from the Park Improvement Fund to the project to provide an 18% contingency for construction. This request is included in the recommendations and

fiscal impact sections of the report, as well as the proposed Resolution; however, the request for the full unreserved fund balance from the Park Improvement Fund was not reflected in the funding table. As shown in the revised funding table below, the total project construction estimate is \$1,333,000 (with a full 18% contingency amount) and the total project cost estimate is \$1,368,683.

Laguna Lake Dog Park, Specification No. 2001068					
	Capital Outlay Fund	Parkland In-Lieu Fund (Quimby)	Parkland In-Lieu Fund (Quimby) - 501-0000-32001	Park Improvement Fund - 519-0000-32001	Project Total Costs
	Parks and Rec General Plan Implementation Account (2000526)	Parks and Rec General Plan Implementation Account (2000526)	Development Related Parks Improvement - Laguna Lake Improvements: Account (2000057-01)	Unreserved Fund Balance	
Base Engineer Estimate	\$279,393	\$50,000	\$520,607	\$0	\$850,000
Additive Alternative A	\$0	\$0	\$196,000	\$34,000	\$230,000
Additive Alternative B	\$0	\$0	\$50,000	\$0	\$50,000
Total	\$279,393	\$50,000	\$766,607	\$34,000	\$1,130,000
Contingencies (18%)	\$0	\$0	\$33,393	\$169,607	\$203,000
Total Construction Estimate	\$279,393	\$50,000	\$800,000	\$203,607	\$1,333,000
Materials Testing:	\$0	\$0	\$0	\$10,000	\$10,000
Construction Consultant Support	\$0	\$0	\$0	\$24,000	\$24,000
Printing:	\$0	\$0	\$0	\$1,683	\$1,683
Total Project Estimate	\$279,393	\$50,000	\$800,000	\$239,290	\$1,368,683
Current Available Balance:	\$279,393	\$50,000	\$1,696,831	\$239,290	\$2,265,514
New Requested Funding	\$279,393	\$50,000	\$800,000	\$239,290	\$1,368,683
Funds Remaining	\$0	\$0	\$896,831	\$0	\$896,831

4. Staff received a request to list two previous park project costs by funding source for comparison. The table below showcases financial support authorized to fund project costs.

Other Park Project Costs by Funding Sources		
	Cheng Park Revitalization (~0.2 acres) (2001010)	North Broad Street Neighborhood Park (~0.4 acres) (2091683)
Capital Outlay Fund	\$799,371	\$318,534
Quimby Fund	\$0	\$1,356,749
Total Construction Phase Cost	\$799,371	\$1,675,283

The final plans and special provisions will be updated to reflect any changes made by Council on the items included in the base bid or any alternative. Staff was notified that there is currently an error in the special provisions showing the shade structures in the base bid. Those bid items will be removed from the base bid and included in the correct alternative.



Department: Public Works
Cost Center: 7001
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Erica Long, Capital Projects Manager

SUBJECT: AUTHORIZATION TO ADVERTISE THE LAGUNA LAKE DOG PARK REVITALIZATION PROJECT, SPECIFICATION NO. 2001068

RECOMMENDATION

1. Approve the project plans and special provisions for the Laguna Lake Dog Park Revitalization, Specification 2001068; and
2. Authorize staff to advertise for bids; and
3. Authorize the City Manager to award the Construction Contract pursuant to Section 3.24.190 of the Municipal Code, including the Base Bid and Additive Alternates, if the lowest responsible bid is within the Publicly Disclosed funding amount of \$1,130,000;
4. Authorize the City Engineer to approve Contract Change Orders up to the available project budget; and
5. Authorize the following appropriations and transfers:
 - a. Transfer \$800,000 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Improvements account (2000057) to the project account (2001068); and,
 - b. Appropriate \$239,290 Park Improvement Funds from the Unreserved Fund Balance to the project account (2001068); and,
 - c. Transfer \$329,393 from account 2000526 (from two funding sources identified below) to the project account (2001068); and,
 - i. \$279,393 Capital Outlay Funds
 - ii. \$50,000 Parkland In-Lieu (Quimby) Funds
6. Unappropriate \$1,478,195 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Park Improvements project account (2000057) that will be received upon final certificate of occupancy of the multi-family units for San Luis Ranch; and
7. Authorize the Finance Director to return any unspent appropriated or transferred funding to its original account or fund, as identified in Recommendation #5; and
8. Approve a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing use of Park Improvement Funds, Parkland In-Lieu (Quimby) Funds and Capital Outlay Funds to support the Laguna Lake Dog Park Revitalization Project, Specification Number 2001068."

POLICY CONTEXT

On May 17, 2022, Council approved a Purchasing Policy Update to the Financial Management Manual that required Council approval for Public Projects that cost over \$200,000.

The City's Charter under Section 804 allows the City Council to amend or supplement the budget by motion adopted by majority vote of the Council. Partial funding for this project comes from fees imposed by the Quimby Act within the Subdivision Map Act (Cal. Gov. Code § 66477) and Chapter 16.22 of the San Luis Obispo Municipal Code, which requires the fees be used for developing new or rehabilitating existing neighborhood parks, community parks, or recreation facilities that serve the subdivision paying the fees.

The recommended use of Quimby funds and Park Improvement Funds to supplement the Laguna Lake Dog Park Revitalization project is consistent with this policy.

DISCUSSION

Background

The City's Parks and Recreation Blueprint for the Future (General Plan and Element) is a plan to guide the development of parks, facilities, and programs in the City through 2041. The Blueprint identified dog parks as a high priority amenity within the City of San Luis Obispo. The Laguna Lake Off-Leash Dog Area is an existing park created as an off-leash dog area over 25 years ago on Dalidio Drive located within Laguna Lake Park at 504 Madonna Road. The existing off-leash area is approximately three acres comprised of one large area that supports the mix of both large and small sized dogs, parking spaces, a restroom, and only a front fence that borders the off-leash dog area separating it from the parking lot and Dalidio road.

Over the past two and half decades, the current dog park area at Laguna Lake has lost over a dozen trees to disease and drought conditions. There is a lack of irrigation to sustain the trees and turf areas and only one water spicket for both dogs and owners. The concrete pads for seating benches have settled and cracked. Due to the current uneven terrain, the majority of the acreage is either wet and swampy in winter months or dried out with severe cracks and fissures due to the clay dirt in the hotter months. The current fencing along only one side of the off-leash area and single-entry gates are no longer to standard of how dog parks are constructed and adding perimeter fencing and double gate entries will create a safe and secure formal dog park.

Project

The project scope includes removal of over a dozen tree stumps, several old and cracking concrete pads, and regrading of the area to mitigate marshy and unsafe conditions. The project will construct new safety features including a full perimeter fence around the 3-acre area with two separated dog areas for small and large sized dogs and incorporate double-gated entries into each dog area. Additional site amenities in the project include drinking fountains with dog bowls, ADA compliant concrete pathways, and additional seating areas.

The project plans (Attachment B) and specifications (Attachment C) are structured with a Base Bid, Additive Alternate A, and Additive Alternative B to maximize what the City can construct within the available funding. The strategy is to award the contract with the Base Bid and Additive Alternates as funding will allow, up to the Publicly Disclosed amount of \$1,130,000 in compliance with Public Contract Code Section 20103.8(c). The project's Base Bid includes removal of existing tree stumps and concrete pads, regrading the site, all fencing, wood bark mulch throughout the dog areas, concrete flatwork and pathways, and drinking fountains. The project's Additive Alternative A would add all landscaping and irrigation needed for the fully designed project including new turf areas, trees, and shrubs in each dog section. The project's Additive Alternative B includes shade sails in both the large and small dog areas.

Previous Council or Advisory Body Action

On June 1, 2021, Council approved the 2021-23 Financial Plan and the Parks and Recreation General Plan Implementation Project allocating funding for prioritized amenity upgrades. On July 6, 2021, Council approved the Parks and Recreation Blueprint for the Future: 2021-2041. In January 2023, the Parks and Recreation Commission (PRC) reviewed and provided direction to staff on two conceptual layouts for the Laguna Lake Dog Park. In February 2023, the PRC reviewed and provided additional direction to staff on the final conceptual layout for the Laguna Lake Dog Park.

In March 2023, the City received the 50% plans, specifications and estimate for a \$2,000,000 project. City staff directed the consultant to make updates to reduce the cost of the project. In September 2023 staff presented the updated project to the PRC resulting in the PRC advising staff to fund the full project based on community feedback and as a key priority from the Blueprint.

Staff has reviewed and identified amenities and assessed the costs to be reduced by eliminating items that could be funded in a future phase, such as solar lighting. Ultimately it was decided to reduce costs by replacing pavers in the plaza with concrete flat work, eliminating extra concrete paths, eliminating solar lights, replacing the pergola with shade sails, eliminating windscreens, and eliminating the kiosk board and entrance sign. Some amenities will be reused or provided after construction including picnic tables, benches, trash receptacles, dog bag dispensers, and pet rinsing station.

Landscaping and irrigation were separated into an Additive Alternative A and shade sails into Additive Alternative B so the project can be advertised with a Base Bid and Alternates. Staff will only award the Base Bid and Alternates as funding allows within the publicly disclosed funding limit.

Public Engagement

City staff conducted an in-person feedback session at the Laguna Lake Park in May 2022, as well as promoted an online [survey](#) in June 2022 to receive community input on the project components for the design which received over 650 responses. The results of the survey were posted on the Parks and Recreation Current Projects webpage. Conceptual layouts were presented to the PRC in January and February 2023, to gain feedback on the project design with a final presentation in September 2023 regarding the anticipated project costs.

CONCURRENCE

There is concurrence from the Community Development Department through the review and approval of the project for building permit issuance. This project also has concurrence from the Parks and Recreation Department as they have reviewed the project throughout the design process. There is also concurrence from the PRC of the importance of this project in supporting the community needs.

ENVIRONMENTAL REVIEW

The project is exempt from environmental review under Section 15303 Class 3 (new construction or conversion of small structures) of the California Environmental Quality Act (CEQA) Guidelines because the project proposes negligible expansion of the existing use. This project consists of work within the existing limits of the off-leash dog area. The project consists of the construction of small structures including fencing in the off-leash dog area into a dog park with a small dog area and large dog area, adding a shade structure, hydration station, seating, and ground improvements. The project would result in a negligible expansion of the existing use. The project is consistent with the applicable general plan policies as well with applicable City Regulations. A Notice of Exemption will be filed with the Community Development Department.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2023-24

Funding Identified: Yes

Fiscal Analysis:

Park projects may be funded using different fund balances collected by the City depending on the source. Staff are requesting to utilize three different fund sources to support the Laguna Lake Dog Park project:

- General Fund-Capital Outlay Funds: Funding allocated and approved by Council for a specific project within the financial plan, such as support for the Parks and Recreation Blueprint identified projects.
- Parkland In-Lieu (Quimby) Funds: Funding collected through new development in place of developments providing identified park acreage and/or amenities. These specific funds requested to be used on this project were collected through the San Luis Ranch Development and must be spent at Laguna Lake Park.
- Park Improvement Funds: Funding provided by developer for improvements to current park systems.

The dog park project was originally included under the Parks and Recreation General Plan Implementation account (2000526) which was created to support primary needs outlined in the 2021 adopted Blueprint. The first project staff was directed to pursue was the Laguna Lake Dog Park. The account 2001068 has been created specifically for the construction of the Laguna Lake Dog Park.

Staff is requesting to transfer the remaining balance of \$329,323 from the 2000526 account that was planned to be used for this project. The Laguna Lake Park Improvement account 2000057 is funded by the Parkland In-Lieu (Fund 501) fees collected from the San Luis Ranch development agreement which is identified to support park improvements directly related to the adjacent Laguna Lake Park. The City’s Park Improvement Fund is funded by various city-wide developments to support community park improvements, and staff have identified these funds to support the Laguna Lake Dog Park project.

Existing Laguna Lake Park Improvements Project Allocation

The Laguna Lake Improvements Project, a subproject in the Development Related Parks Improvements (Account #2000057) is funded entirely by San Luis Ranch parkland in-lieu fees. Within the 2019-21 Financial Plan and in anticipation to support the forecasted adoption of the new Parks and Recreation Blueprint priorities, Council appropriated \$300,000 of Parkland in-lieu (Quimby) Funds to enhance Laguna Lake Park. Within the 2021-23 Financial Plan, Council appropriated an additional \$2,875,026 to the Laguna Lake Improvements project.

The combined total allocation amount of \$3,175,026 aligns with the maximum parkland in-lieu fees forecasted for both single family and multi-family units outlined in the development agreement for San Luis Ranch. However, at the time of this report, only \$1,696,831 has been collected in parkland in-lieu fees for the single-family units within the San Luis Ranch development. Staff is recommending that \$1,478,195 be unappropriated from the Laguna Lake Park Improvement Project (2000057) since the total anticipated funds have not been fully collected. The City will receive the balance of the full projected amount of parkland in-lieu fees from San Luis Ranch upon final certificate of occupancy of the multi-family units.

It is proposed to transfer \$800,000 from the collected San Luis Ranch development fees in Laguna Lake Improvements account 2000057 to the Laguna Lake Dog Project account 2001068 which can only be used at Laguna Lake Park. The remaining \$896,831 of the \$1,696,831 San Luis Ranch development fees collected to date are planned to fund future park amenity enhancements at the Laguna Lake Park. The table below provides a summary of accounting for the Laguna Lake Park Improvement Project (2000057):

Laguna Lake Park Improvements Project (2000057)	
Parkland In-Lieu (Quimby) Funds	
FY2019-21	\$300,000
FY2021-23	\$2,875,026
Uncollected Fees (unappropriate)	-\$1,478,195
Transfer to Laguna Lake Dog Park	-\$800,000
New Balance	\$896,831

Project Funding Sources

On July 18, 2023, Council approved the transfer of \$750,000 Parkland In-Lieu (Quimby) Funds from the Parks and Recreation General Plan Implementation project (2000526) to award construction of the North Board Street Park Project. At that time, the \$800,000 from the 2023-25 Financial Plan was intended to support the Laguna Lake Dog Park

Item 6k

project which was still under design review and not anticipated to go to Council for several months. As these funds were able to be utilized in support of city-wide park projects, staff utilized \$750,000 from that fund to support the North Broad Street Neighborhood Park project. Staff were in agreement as sufficient project replacement funds for the dog park project were identified within the San Luis Ranch Parkland In-Lieu (Quimby) Funds Balance (2000057) which are eligible to be utilized for park projects associated specifically at Laguna Lake Park. The balance of the initial Parkland In-Lieu (Quimby) Funds resulted in \$50,000 remaining in the account which staff are requesting to transfer to the Laguna Lake Dog Park Revitalization project (2001068).

Staff is recommending funding the Laguna Lake Dog Park Project account (2001068) through the following transfers and appropriations:

- Transfer \$800,000 from Parkland In-Lieu Fund from account (2000057-01)
- Transfer \$329,393 from account 2000526 (\$50,000 are Capital Outlay Funds and \$279,393 are Parkland In-Lieu (Quimby) Funds)
- Appropriate \$239,290 from Park Improvement Fund Unreserved Fund Balance which currently has a balance of \$239,290.

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund: Capital Outlay Fund Account 2000526	\$279,393	\$279,393	\$0	N/A
Other: Parkland In-Lieu (Quimby) Fund (501): Account 2000526	\$0	\$50,000	\$0	N/A
*Other: Parkland In-Lieu (Quimby) Fund (501): Account 2000057	\$1,696,831	\$800,000	\$896,831	N/A
Other: Park Improvement Fund (519): Available Balance	\$239,290	\$239,290	\$0	N/A
Total	\$2,265,514	\$1,368,683	\$896,831	N/A
<i>*These funds can only be spent at Laguna Lake Park as required by the San Luis Ranch Impact Fees</i>				

Laguna Lake Dog Park, Specification No. 2001068					
	Capital Outlay Funds	Parkland In-Lieu (Quimby) Funds	Parkland In-Lieu (Quimby) Funds	Park Improvement Funds	Project Total Costs
	Parks and Rec General Plan Implementation Account (2000526)	Parks and Rec General Plan Implementation Account (2000526)	Development Related Parks Improvement - Laguna Lake Improvements: Account (2000057-01)	Unreserved Fund Balance	
Base Engineer Estimate	\$279,393	\$50,000	\$520,607	\$0	\$850,000
Additive Alternative A	\$0	\$0	\$196,000	\$34,000	\$230,000
Additive Alternative B	\$0	\$0	\$50,000	\$0	\$50,000
Total	\$279,393	\$50,000	\$766,607	\$34,000	\$1,130,000
Contingencies (18%)	\$0	\$0	\$33,393	\$39,607	\$73,000
Total Construction Estimate	\$279,393	\$50,000	\$800,000	\$73,607	\$1,203,000
Materials Testing:	\$0	\$0	\$0	\$10,000	\$10,000
Construction Consultant Support	\$0	\$0	\$0	\$24,000	\$24,000
Printing:	\$0	\$0	\$0	\$1,683	\$1,683
Total Project Estimate	\$279,393	\$50,000	\$800,000	\$109,290	\$1,238,683
Current Available Balance:	\$279,393	\$50,000	\$1,696,831	\$239,290	\$2,265,514
New Requested Funding	\$279,393	\$50,000	\$800,000	\$109,290	\$1,238,683
Funds Remaining	\$0	\$0	\$896,831	\$130,000	\$1,026,831

ALTERNATIVES

1. **Approve authorization to advertise the project with a reduced publicly disclosed funding amount.** The City Council may choose to approve the project and authorize the project advertisement with a publicly disclosed funding amount of \$1,000,000. This would reduce the \$239,290 appropriation from the Park Improvement Funds to \$89,290 and will leave \$150,000 in the Park Improvement Funds for other city-wide park projects. Staff does not recommend this alternative because the lower funding limit will reduce the park amenities that can be constructed with this project.
2. **Approve authorization to advertise the project and require staff to only use funding dedicated to Laguna Lake Park from the San Luis Ranch Development.** The City Council may choose to approve the project and authorize the project advertisement with a publicly disclosed funding amount of \$1,130,000 but only use funds from the Parkland In-Lieu (Quimby) Funds (Project 2000057) from the San Luis Ranch Development Agreement. This would eliminate the requested appropriation from the Park Improvement Funds and eliminate the transfer request from Account 2000526 in order to spend this funding on other city-wide park projects. Staff does not recommend this alternative as it limits the future improvements that can

be made within Laguna Lake Park with the fees collected from the San Luis Ranch Development.

3. **Direct Staff to work with the Parks and Recreation Commission.** Council could direct staff to work with Staff to reduce the scope of the project or defer certain amenities to future phases. Council should identify any specific amenities or elements of the project that might be deferred or identified for potential fundraising.
4. **Deny or defer authorization to advertise the project.** The City Council may choose not to authorize project advertisement. Staff does not recommend this alternative as the Parks and Recreation Blueprint for the Future: 2021-2041 (General Plan and Element) highlighted the Laguna Lake Off-Leash Dog Area in the Near-Term improvements as needing fencing, shade, and ground treatment.

ATTACHMENTS

- A - Draft Resolution authorizing use of Park Improvement Funds, Parkland In-Lieu (Quimby) Funds, Capital Outlay Funds to support Laguna Lake Dog Park Revitalization (Spec. No. 2001068)
- B - Project Plans (Spec. No. 2001068)
- C - Project Special Provisions (Spec. No. 2001068)
- D - Current photo examples of Laguna Lake Off-Leash Dog Area

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING USE OF PARK IMPROVEMENT FUNDS, PARKLAND IN-LIEU (QUIMBY) FUNDS AND CAPITAL OUTLAY FUNDS TO SUPPORT THE LAGUNA LAKE DOG PARK REVITALIZATION PROJECT, SPECIFICATION NUMBER 2001068

WHEREAS, in June of 2021, the City Council approved the 2021-23 Financial Plan – Capital Improvement Plan, which identified the Parks and Recreation General Plan Implementation project (2000526) with a total budget of \$400,000 of Capital Outlay Funds; and

WHEREAS, in July of 2021, the City Council approved the Parks and Recreation Blueprint for the Future: 2021-2041, which identified dog parks as a near-term priority; and

WHEREAS, in June of 2023, the City Council approved the 2023-25 Financial Plan – Capital Improvement Plan, which identified the Parks and Recreation General Plan Implementation project (2000526) with an additional \$800,000 of Parkland In-Lieu (Quimby) Funds; and

WHEREAS, in July of 2023, the City Council approved the transfer of \$750,000 of Parkland In-Lieu (Quimby) Funds from the Parks and Recreation General Plan Implementation project (2000526) to support construction of the North Broad Street Neighborhood Park; and

WHEREAS, to represent available and collected funds, staff is recommending the City Council unappropriate \$1,478,195 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Park Improvements project (2000057) due to the fees not being collected yet; and

WHEREAS, to provide funding to support the total construction contract for the Project, staff is recommending the City Council approve the transfer of \$800,000 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Improvements account (2000057) to the project account (2001068); and

WHEREAS, to provide funding to support the total construction contract for the Project, staff is recommending the City Council approve the transfer of the remaining account balance of \$279,393 Capital Outlay Funds from the Parks and Recreation General Plan Implementation project (2000526) to the project account (2001068); and

R _____

WHEREAS, to provide funding to support the total construction contract for the Project, staff is recommending the City Council approve the transfer of the remaining account balance of \$50,000 Parkland In-Lieu (Quimby) Funds from the Parks and Recreation General Plan Implementation project (2000526) to the project account (2001068); and

WHEREAS, to provide funding to support the total construction contract for the Project, staff is recommending the City Council appropriate and approve the use of \$239,290 Park Improvement Funds from the Unreserved Fund Balance to the project account (2001068); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. The City Council authorizes unappropriating \$1,478,195 Parkland In-Lieu (Quimby) Funds from the Laguna Lake Park Improvements (2000057); and City Council approves the transfers of \$800,000 in Parkland In-Lieu (Quimby) Funds from the Laguna Lake Park Improvements (2000057), \$279,393 in Capital Outlay Funds from the Parks and Recreation General Plan Implementation (2000526), and \$50,000 in Parkland In-Lieu (Quimby) Funds from the Parks and Recreation General Plan Implementation (2000526) to the Laguna Lake Dog Park Revitalization Project; and City Council appropriates and approves the use of \$239,290 Park Improvement Funds from the Unreserved Fund Balance to the Laguna Lake Dog Park Revitalization Project.

Upon motion of _____, seconded by _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington, City Clerk

R _____

general notes:

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR PERMITEE TO CONTACT "UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA" BY PHONE AT 8-1-1 TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION FOR LOCATION OF POWER, TELEPHONE, OIL AND NATURAL GAS UNDERGROUND FACILITIES. CONTRACTOR OR PERMITEE SHALL ALSO CONTACT THE APPROPRIATE AGENCY FOR THE LOCATION OF CABLE T.V., WATER, SEWER, DRAINAGE OR UNDERGROUND FACILITIES.
- THE CONTRACTOR SHALL POSSESS A CLASS "A" LICENSE AT THE TIME OF THE BID OPENING.
- CONTRACTOR SHALL DETERMINE ALL UTILITY CONFLICTS AND SHALL POTHOLE AND LOCATE PRIOR TO CONSTRUCTION, UTILITY LOCATION, DEPTH, SIZE AND MATERIAL SHALL BE REPORTED TO THE ENGINEER, AS REQUIRED BY THE SPECIAL PROVISIONS
- EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED DURING ALL CONSTRUCTION AND GROUND DISTURBING ACTIVITIES PER CITY OF SAN LUIS OBISPO STANDARDS.
- SEE APPENDIX [B] OF THE PROJECT SPECIAL PROVISIONS FOR THE GEOTECHNICAL ENGINEERING REPORT "LAGUNA LAKE DOG PARK IMPROVEMENTS, 504 MADONNA ROAD, SAN LUIS OBISPO, CALIFORNIA" PREPARED ON AUGUST 4, 2023 FOR THE CITY OF SAN LUIS OBISPO

scope of work:

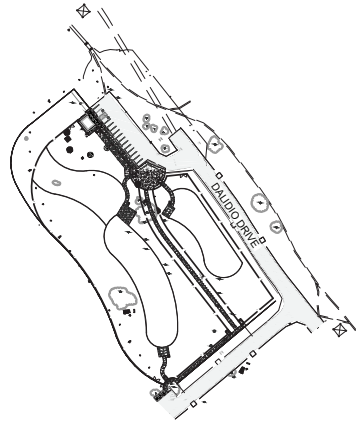
- WORK FOR THIS PLAYGROUND RENOVATION PROJECT INCLUDES:
- REMOVAL OF THE EXISTING FENCE AND CMU WALLS, EXISTING LOG BARRIERS, EXISTING CONCRETE, EXISTING BENCHES, AND EXISTING NON-ADA COMPLIANT PATH OF TRAVEL.
 - INSTALLATION OF NEW SIDEWALK, RECREATION AREAS, SHADE EQUIPMENT, PAVERS, PICNIC TABLES, BENCHES, FENCING, ADA PATH OF TRAVEL, ADA COMPLIANT RAMP, AND WATER FOUNTAINS.

datum:

- SEE SHEET SC-1 FOR SURVEY DATUM INFORMATION.

deferred submittals:

- SHADE STRUCTURE STRUCTURAL DESIGN. SEE SPECIAL PROVISIONS, SECTION 5-1.23B(3)
- SWPPP



DOG PARK LOCATION MAP

Scale: NTS



Project Location

SCALE: NTS

index to plans

Sheet List Table	
Sheet Number	Sheet Title
C-1.0	TITLE SHEET
C-1.1	GENERAL NOTES
SC-1	SURVEY CONTROL
SC-2	SURVEY - EXISTING CONDITIONS
SC-3	SURVEY - EXISTING CONDITIONS
C-1.2	DEMOLITION PLAN
C-2.0	HORIZONTAL CONTROL
C-3.0	OVERALL GRADING PLAN
C-3.1	GRADING PLAN
C-3.2	GRADING PLAN
C-3.3	GRADING PLAN
C-3.4	GRADING PLAN
C-4.0	UTILITY PLAN
C-5.0	EROSION CONTROL PLAN
C-5.1	EROSION CONTROL DETAILS
C-6.0	CONSTRUCTION DETAILS
C-6.1	CONSTRUCTION DETAILS
SL-1	SITE PLAN
SL-2	SITE PLAN
SL-3	SITE PLAN ENLARGEMENTS
SL-4	SITE PLAN ENLARGEMENTS
SD-1	SITE DETAILS & NOTES
SD-2	SITE DETAILS & NOTES
SD-3	SITE DETAILS & NOTES
PP-1	PLANTING PLAN
PP-2	PLANTING PLAN
PD-1	PLANTING DETAILS & NOTES
IP-1	IRRIGATION PLAN
IP-2	IRRIGATION PLAN
ID-1	IRRIGATION DETAILS & NOTES
ID-2	IRRIGATION DETAILS & NOTES

Reference Documents:
City Standard Specifications - August 2020 Edition
City Engineering Standards - August 2020 Edition

APPLICABLE CODES:

CALTRANS STANDARD PLANS - 2022
CBC - 2022 California Building Code
CPC - 2022 California Plumbing Code
GBC - 2022 Green Building Code
CFC - 2022 California Fire Code



LAGUNA LAKE DOG PARK REVITALIZATION 504 MADONNA ROAD

SPECIFICATION NO. 2001068

APPROVED BY

Brian Nelson
City Engineer

R.C.E. C 79870

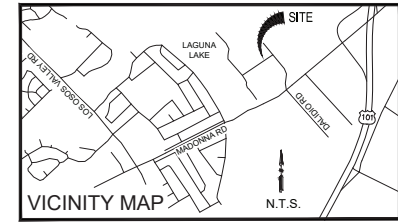
DATE
12/21/2023

FILE NO./LOCATION

SHEET

C-1.0 OF 31

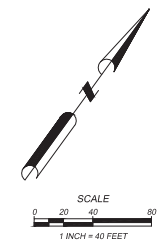
SHEET LAYOUT AND SURVEY CONTROL



SURVEY NOTES

- THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, 1982 ADJUSTMENT (NAD83/1992). EPOCH DATE OF 1991.35 ACCORDING TO THE CITY OF SAN LUIS OBISPO HORIZONTAL CONTROL NETWORK, JANUARY 2007 REVISION.
- THE PROJECTION USED IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 5 PROJECTION ACCORDING TO THE CITY OF SAN LUIS OBISPO'S HORIZONTAL CONTROL NETWORK, JANUARY 2007 REVISION.
- THIS SURVEY TIED TO TWO CITY OF SAN LUIS OBISPO HORIZONTAL CONTROL POINT STATIONS. THOSE STATIONS ARE DESIGNATED '8118', HAVING A PUBLISHED POSITION OF: NORTHING 2291824.331', EASTING 5759987.892', AND '10120', HAVING A PUBLISHED POSITION OF: NORTHING 2292760.657', EASTING 5759556.922'. THE RECORD BEARING FROM HERE BEARINGS SHOWN HEREON ARE REFERENCED TO CCS83, ZONE 5 GRID NORTH ACCORDING TO THE CITY OF SAN LUIS OBISPO'S HORIZONTAL CONTROL NETWORK, JANUARY 2007 REVISION.
- ALL MEASUREMENTS LISTED, SHOWN AND REPRESENTED HEREON ARE BASED ON GRID DISTANCES OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5 PROJECTION ACCORDING TO THE CITY OF SAN LUIS OBISPO'S HORIZONTAL CONTROL NETWORK, JANUARY 2007 REVISION. THE COMBINED SCALE FACTOR FOR THE PROJECT IS 0.99999144. THIS SCALE FACTOR WAS CALCULATED USING AN ELEVATION OF 130.53 FEET FOR PT. NO. 106 CITY VERTICAL BM 327). DIVIDE THE DISTANCES HEREON BY THE COMBINED SCALE FACTOR TO OBTAIN GROUND DISTANCES. ALL DISTANCES SHOWN ARE U.S. SURVEY FEET.
- THE CONVERGENCE ANGLE IS: HERE NO. 327.
- THE ORTHOMETRIC HEIGHTS (ELEVATIONS) ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDS88) ACCORDING TO THE CITY OF SAN LUIS OBISPO BENCH MARK SYSTEM, JANUARY 2007 REVISION. THIS SURVEY TIED TO THE POINT DESIGNATED AS PT. NO 327 OF THE CITY OF SAN LUIS OBISPO BENCH MARK SYSTEM, JANUARY 2007 REVISION, HAVING A PUBLISHED ELEVATION OF 130.52'.
- THE CONTOUR INTERVAL IS 1 FOOT.
- ORTHOPHOTOGRAPHY PRODUCED BY WALLACE GROUP. PHOTOGRAPHY DATED: 10/26/2022.
- UNDERGROUND UTILITY LOCATIONS ARE PLOTTED BASED ON ABOVE GROUND PAINT MARKS BY OTHERS. ABOVE GROUND SURFACE STRUCTURES. ACTUAL LOCATION MAY DIFFER. ADDITIONAL UNDERGROUND UTILITY LINES MAY EXIST. FOR INFORMATION REGARDING UTILITY LOCATION, SIZE, DEPTH, CONDITION, AND CAPACITY CONTACT UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY.
- UNDERGROUND PIPE SIZES ARE BASED ON VISUAL OBSERVATIONS MADE FROM THE SURFACE AND ARE APPROXIMATE.
- THIS IS NOT A BOUNDARY SURVEY. NO BOUNDARY LINES ARE DEPICTED AND NO BOUNDARY EVIDENCE WAS REVIEWED. NO TITLE INFORMATION WAS PROVIDED FOR THIS PROJECT.

SURVEY CONTROL POINTS				
PT. NO.	NORTHING	EASTING	ELEV.	DESC.
100	2293553.06	5760917.49	146.88	SET 5/8 REBAR 'WG CONTROL'
101	2293502.83	5760875.26	144.56	SET 5/8 REBAR 'WG CONTROL'
102	2293588.59	5760762.90	143.40	SET MAG NAIL IN PAINT STRIPE
103	2293206.52	5761126.06	148.30	SET MAG NAIL 'WG CONTROL'
104	2293001.46	5760930.42	139.47	SET MAG NAIL 'WG CONTROL'



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 93401
www.wallacegroup.com



PROJECT TITLE:
**LAGUNA LAKE DOG PARK
REVITALIZATION**

SHEET TITLE:
SURVEY CONTROL

DESIGNED BY:

DRAWN BY:

CHECKED BY:

APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO.
200526-01

SHEET DES: **SC-1**

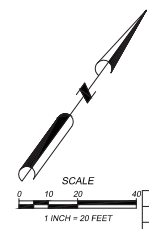
SHEET NO:

3 OF 31



LEGEND

---	INDEX CONTOUR
- - - -	INTERMEDIATE CONTOUR
---	EDGE OF PAVEMENT
○ ○ ○ ○	CHAIN LINK FENCE
---	POLE FENCE
---	STORM DRAIN LINE
---	SANITARY SEWER LINE
---	OVERHEAD UTILITY LINE
---	TRAFFIC STRIPING (SOLID)
---	TRAFFIC STRIPING (DASHED)
○	AREA LIGHT
○	LIGHT STANDARD
○	SANITARY SEWER MANHOLE
○	WATER METER
○	IRRIGATION CONTROL VALVE
○	WATER VALVE
○	FIRE HYDRANT
○	GLY POLE
○	GLY WIRE
○	POLE WITH LIGHT
○	SANITARY SEWER CLEAN OUT
○	STREET SIGN/SIGN POST
○	SURVEY CONTROL POINT AND NUMBER
○	BRUSH LINE/DRIP LINE
○	TREE WITH DIAMETER NOTED
○	TRIP STUMP
□	BUILDING
□	CONCRETE
□	BRICK
□	BLOCK WALL
□	CONCRETE
□	DRAINAGE INLET
□	TYP.



SCALE: HORIZ VERT AS SHOWN
 ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

041 AND 042 REGISTERED PROFESSIONAL LAND SURVEYORS
 WALLACE GROUP
 612 CLARION COURT
 SAN LUIS OBISPO, CA 95071
 WWW.WALLACEGROUP.COM

LAGUNA LAKE DOG PARK REVITALIZATION

SURVEY - EXISTING CONDITIONS

PROJECT TITLE: LAGUNA LAKE DOG PARK REVITALIZATION
 SHEET TITLE: SURVEY - EXISTING CONDITIONS

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

SHEET NOS. **SC-2**

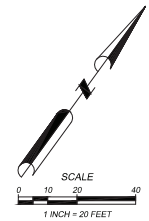
SHEET NO. _____

4 OF 31



LEGEND

	INDEX CONTOUR
	INTERMEDIATE CONTOUR
	EDGE OF PAVEMENT
	CHAIN LINK FENCE
	POLE FENCE
	STORM DRAIN LINE
	SANITARY SEWER LINE
	OVERHEAD UTILITY LINE
	TRAFFIC STRIPING (SOLID)
	TRAFFIC STRIPING (DASHED)
	AREA LIGHT
	LIGHT STANDARD
	SANITARY SEWER MANHOLE
	WATER METER
	IRRIGATION CONTROL VALVE
	WATER VALVE
	FIRE HYDRANT
	GLY POLE
	GLY WIRE
	POLE WITH LIGHT
	SANITARY SEWER CLEAN OUT
	STREET SIGN/ SIGN POST
	SURVEY CONTROL POINT AND NUMBER
	BRUSH LINE/DRIP LINE
	TREE WITH DIAMETER NOTED
	TREE STUMP
	BOULDER
	BUILDING
	CONCRETE
	BRICK
	BLOCK WALL
	CONCRETE
	DRAINAGE INLET
	TYP.



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

ORANGE COUNTY REGISTERED PROFESSIONAL LAND SURVEYOR
 7000 WESTGATE BLVD., SUITE 100
 COSTA MESA, CA 92626
 (714) 440-1111
 WWW.BOSTROUSE.COM



**LAGUNA LAKE DOG PARK
REVITALIZATION**

SURVEY - EXISTING CONDITIONS

PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:

DRAWN BY:

CHECKED BY:

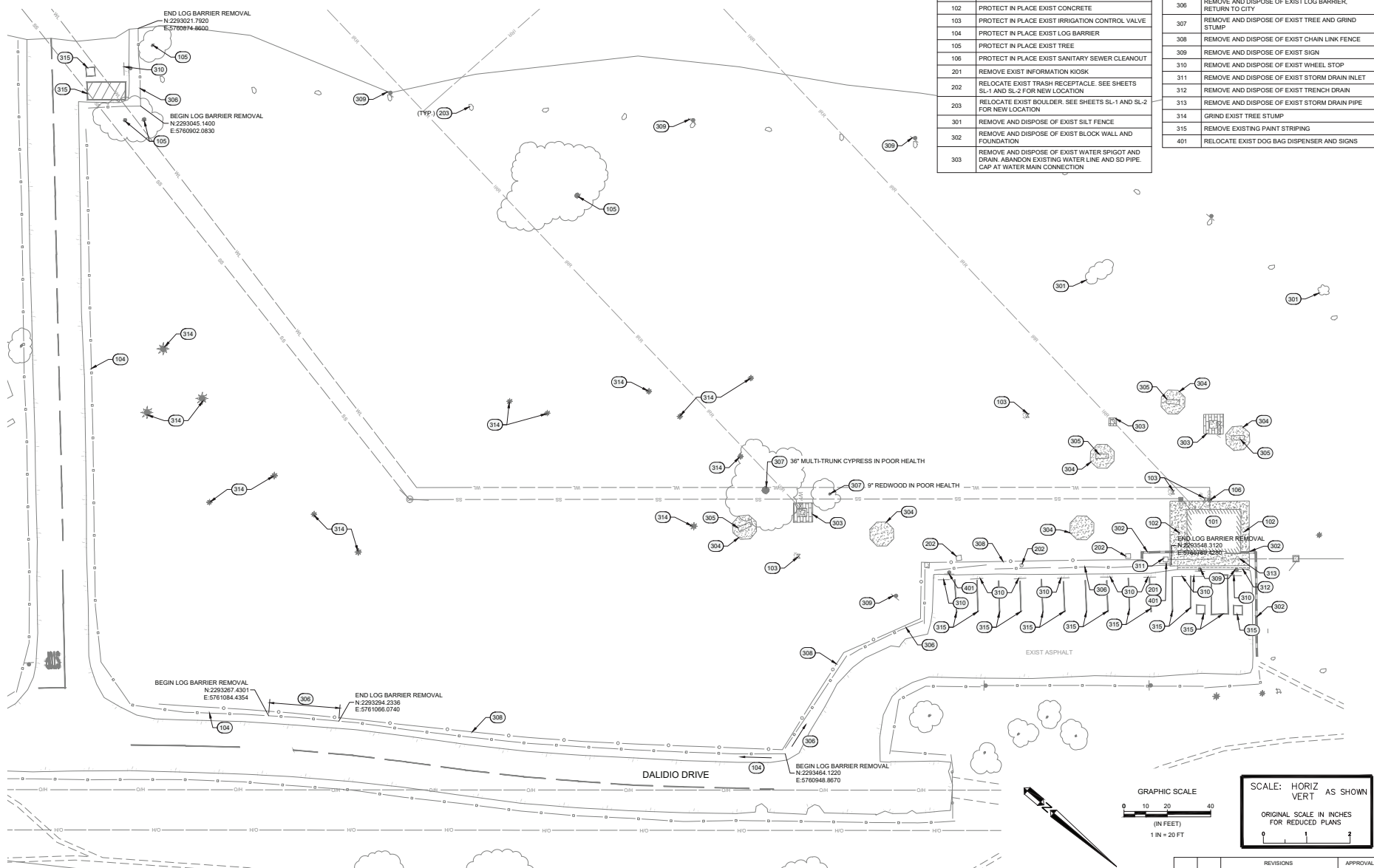
APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

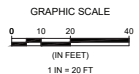
SHEET DES: **SC-3**

SHEET NO. **5 OF 31**



REFERENCE KEYNOTES	
101	PROTECT IN PLACE EXIST RESTROOM
102	PROTECT IN PLACE EXIST CONCRETE
103	PROTECT IN PLACE EXIST IRRIGATION CONTROL VALVE
104	PROTECT IN PLACE EXIST LOG BARRIER
105	PROTECT IN PLACE EXIST TREE
106	PROTECT IN PLACE EXIST SANITARY SEWER CLEANOUT
201	REMOVE EXIST INFORMATION KIOSK
202	RELOCATE EXIST TRASH RECEPTACLE. SEE SHEETS SL-1 AND SL-2 FOR NEW LOCATION
203	RELOCATE EXIST BOULDER. SEE SHEETS SL-1 AND SL-2 FOR NEW LOCATION
301	REMOVE AND DISPOSE OF EXIST SILT FENCE
302	REMOVE AND DISPOSE OF EXIST BLOCK WALL AND FOUNDATION
303	REMOVE AND DISPOSE OF EXIST WATER SPOUT AND DRAIN. ABANDON EXISTING WATER LINE AND SD PIPE. CAP AT WATER MAIN CONNECTION
304	REMOVE AND DISPOSE OF EXIST CONCRETE
305	REMOVE AND DISPOSE OF EXIST BENCH
306	REMOVE AND DISPOSE OF EXIST LOG BARRIER. RETURN TO CITY
307	REMOVE AND DISPOSE OF EXIST TREE AND GRIND STUMP
308	REMOVE AND DISPOSE OF EXIST CHAIN LINK FENCE
309	REMOVE AND DISPOSE OF EXIST SIGN
310	REMOVE AND DISPOSE OF EXIST WHEEL STOP
311	REMOVE AND DISPOSE OF EXIST STORM DRAIN INLET
312	REMOVE AND DISPOSE OF EXIST TRENCH DRAIN
313	REMOVE AND DISPOSE OF EXIST STORM DRAIN PIPE
314	GRIND EXIST TREE STUMP
315	REMOVE EXISTING PAINT STRIPING
401	RELOCATE EXIST DOG BAG DISPENSER AND SIGNS

304	REMOVE AND DISPOSE OF EXIST CONCRETE
305	REMOVE AND DISPOSE OF EXIST BENCH
306	REMOVE AND DISPOSE OF EXIST LOG BARRIER. RETURN TO CITY
307	REMOVE AND DISPOSE OF EXIST TREE AND GRIND STUMP
308	REMOVE AND DISPOSE OF EXIST CHAIN LINK FENCE
309	REMOVE AND DISPOSE OF EXIST SIGN
310	REMOVE AND DISPOSE OF EXIST WHEEL STOP
311	REMOVE AND DISPOSE OF EXIST STORM DRAIN INLET
312	REMOVE AND DISPOSE OF EXIST TRENCH DRAIN
313	REMOVE AND DISPOSE OF EXIST STORM DRAIN PIPE
314	GRIND EXIST TREE STUMP
315	REMOVE EXISTING PAINT STRIPING
401	RELOCATE EXIST DOG BAG DISPENSER AND SIGNS



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

DATE AND TIME OF THIS MEETING: 11/15/2023 10:00 AM
 AGENDA: 1. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING BUILDING AND FENCES
 2. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING SIGN
 3. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING WHEEL STOP
 4. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING STORM DRAIN INLET
 5. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING TRENCH DRAIN
 6. REVIEW AND APPROVE PLANS FOR DEMOLITION OF EXISTING STORM DRAIN PIPE
 7. REVIEW AND APPROVE PLANS FOR GRINDING EXISTING TREE STUMP
 8. REVIEW AND APPROVE PLANS FOR REMOVING EXISTING PAINT STRIPING
 9. REVIEW AND APPROVE PLANS FOR RELOCATING EXISTING DOG BAG DISPENSER AND SIGNS



**LAGUNA LAKE DOG PARK
REVITALIZATION
DEMOLITION PLAN**

PROJECT TITLE:
SHEET TITLE:

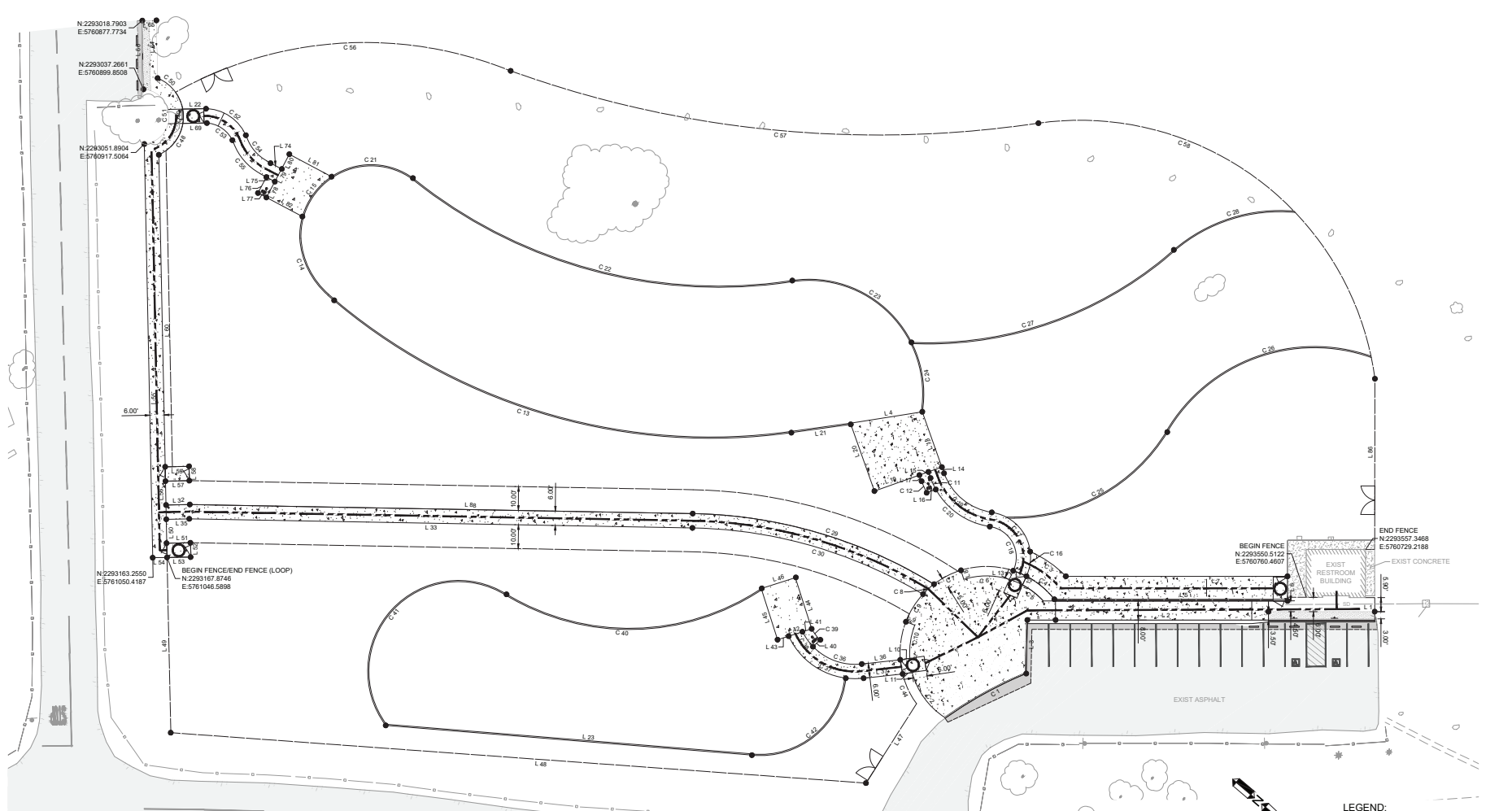
DESIGNED BY: BDH
 DRAWN BY: CPK
 CHECKED BY: BDH
 APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

SHEET DES: **C-1.2**

SHEET NO. **6 OF 31**



Curve #	Length	Radius	Delta
C 1	38.93	174.50	.....
C 2	23.88	32.25	.....
C 3	18.28	46.25	.....
C 4	15.27	36.25	.....
C 5	10.87	32.25	.....
C 6	19.50	32.25	.....
C 7	12.80	36.25	.....
C 8	6.26	36.25	.....
C 9	13.65	36.25	.....
C 10	14.20	32.25	.....
C 11	33.71	31.00	.....
C 12	5.29	35.00	.....
C 13	208.86	245.00	.....
C 14	27.31	34.50	.....

Curve #	Length	Radius	Delta
C 15	66.75	30.00	.....
C 16	35.33	19.00	.....
C 17	35.33	19.00	.....
C 18	24.37	13.00	.....
C 19	27.18	25.00	.....
C 20	33.71	31.00	.....
C 21	66.75	30.00	.....
C 22	169.49	204.50	.....
C 23	90.06	48.00	.....
C 24	90.06	48.00	.....
C 25	76.90	75.50	.....
C 26	98.70	71.50	.....
C 27	119.51	155.50	.....
C 28	54.34	68.50	.....

Curve #	Length	Radius	Delta
C 29	106.64	200.00	.....
C 30	101.70	194.00	.....
C 31	22.48	24.50	.....
C 32	31.05	30.50	.....
C 33	7.68	24.50	.....
C 34	5.90	20.50	.....
C 35	112.66	100.00	.....
C 36	105.32	38.00	.....
C 37	56.50	36.00	.....
C 38	13.67	36.25	.....
C 39	17.27	17.50	.....
C 40	17.27	17.50	.....
C 41	6.03	17.50	.....
C 42	17.44	17.50	.....
C 43	34.28	11.50	.....

Curve #	Length	Radius	Delta
C 44	23.39	19.00	.....
C 45	15.99	13.00	.....
C 46	12.94	18.00	.....
C 47	17.26	24.00	.....
C 48	145.60	162.00	.....
C 49	224.57	455.00	.....
C 50	196.94	124.75	.....

Line #	Length	Direction
L 1	44.54	.....
L 2	89.22	.....
L 3	22.44	.....
L 4	30.41	.....
L 5	97.73	.....
L 6	9.63	.....
L 7	92.84	.....
L 8	4.01	.....
L 9	4.01	.....
L 10	4.01	.....
L 11	4.02	.....
L 12	4.00	.....
L 13	4.00	.....

Line #	Length	Direction
L 14	2.60	.....
L 15	2.60	.....
L 16	4.05	.....
L 17	2.73	.....
L 18	24.74	.....
L 19	30.00	.....
L 20	29.64	.....
L 21	25.16	.....
L 22	8.83	.....
L 23	10.00	.....
L 24	210.57	.....
L 25	10.00	.....
L 26	16.26	.....

Line #	Length	Direction
L 27	16.45	.....
L 28	3.99	.....
L 29	4.05	.....
L 30	6.05	.....
L 31	4.89	.....
L 32	22.50	.....
L 33	22.50	.....
L 34	15.00	.....
L 35	39.43	.....
L 36	292.12	.....
L 37	73.45	.....
L 38	10.00	.....
L 39	10.00	.....
L 40	10.00	.....

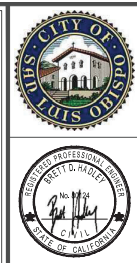
Line #	Length	Direction
L 41	6.00	.....
L 42	10.01	.....
L 43	6.00	.....
L 44	173.40	.....
L 45	10.00	.....
L 46	10.00	.....
L 47	6.00	.....
L 48	8.00	.....
L 49	10.00	.....
L 50	130.80	.....
L 51	24.20	.....
L 52	6.00	.....
L 53	6.00	.....
L 54	28.79	.....
L 55	8.87	.....

Line #	Length	Direction
L 56	7.01	.....
L 57	7.01	.....
L 58	7.53	.....
L 59	4.00	.....
L 60	20.50	.....
L 61	20.50	.....
L 62	20.50	.....
L 63	20.50	.....
L 64	20.05	.....
L 65	17.08	.....
L 66	67.59	.....
L 67	210.80	.....

LEGEND:
 ACCESSIBLE PATH OF TRAVEL

GRAPHIC SCALE
 0 10 20 40
 (IN FEET)
 1 IN = 20 FT

SCALE: HORIZ VERT AS SHOWN
 ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



PROJECT ENGINEER

PLANS APPROVAL DATE

**LAGUNA LAKE DOG PARK
 REVITALIZATION**

HORIZONTAL CONTROL

PROJECT TITLE: LAGUNA LAKE DOG PARK REVITALIZATION - HORIZONTAL CONTROL

SHEET TITLE: C-2.0

DESIGNED BY: BDH

DRAWN BY: CPK

CHECKED BY: BDH

APPROVED BY:

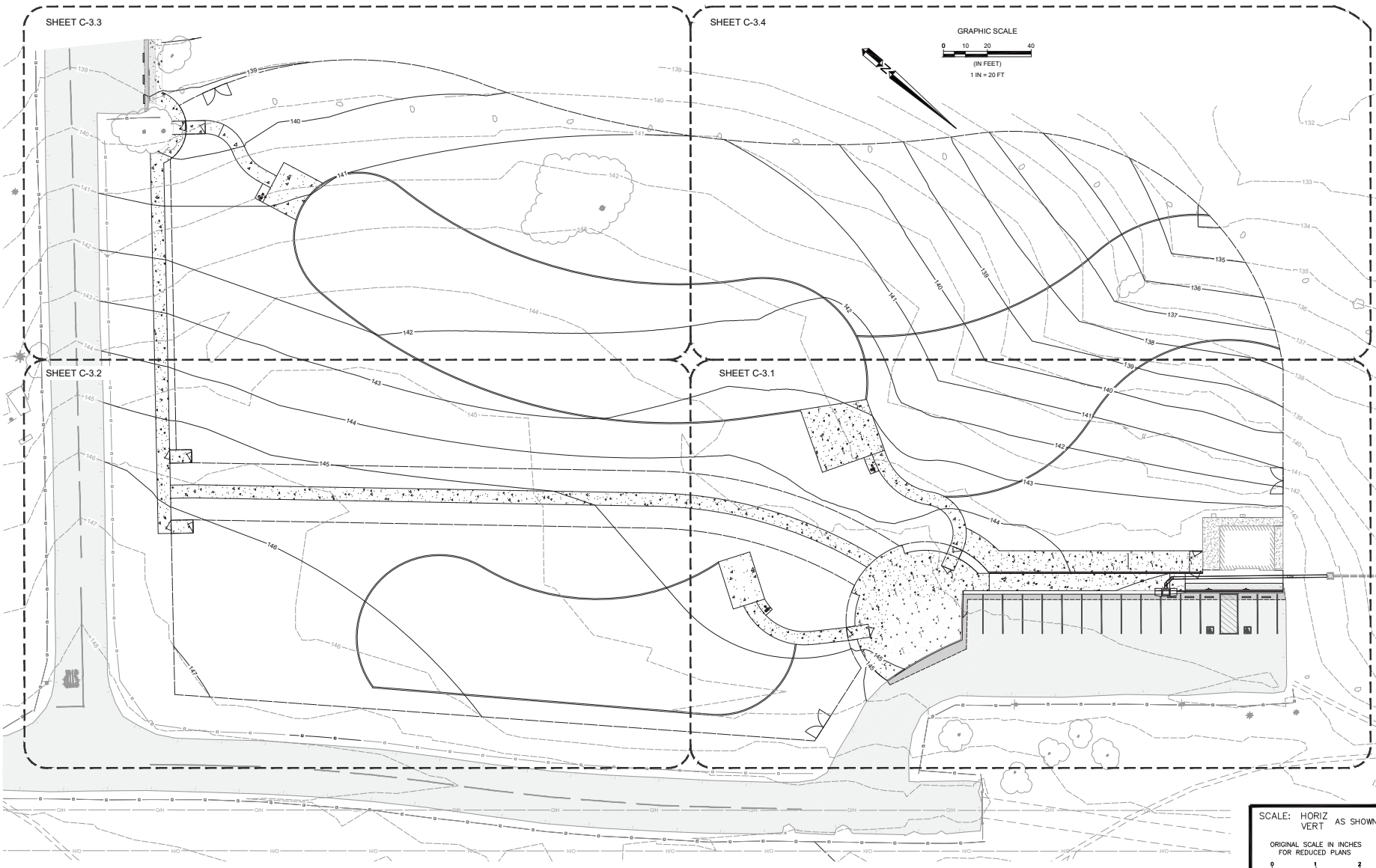
DATE: 12/21/2023

CITY SPECIFICATION NO: 200526-01

SHEET NO: **C-2.0**

SHEET TOTAL: **7 OF 31**

DATE	REVISIONS DESCRIPTION	APPROVAL



PROJECT ENGINEER

PLANS APPROVAL DATE

CIVIL AND LANDSCAPE ARCHITECTURE
 LANDSCAPE ARCHITECTURE
 LANDSCAPE ARCHITECTURE
 PUBLIC WORKS/CONSTRUCTION
 WATER RESOURCES
 612 CLARION COURT
 SAN LUIS OBISPO, CA 95071
 www.bhsgr.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION**
OVERALL GRADING PLAN

PROJECT TITLE:
 SHEET TITLE:

DESIGNED BY: BDH
 DRAWN BY: CPK
 CHECKED BY: BDH
 APPROVED BY:

DATE: 12/21/2023
 CITY SPECIFICATION NO: 200526-01

SHEET DES: **C-3.0**
 SHEET NO:

8 OF 31

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DATE INITIALS CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

City of Laguna Hills, CA 92653
610 CLAYTON COURT
SAN LUIS OBISPO, CA 95071
www.lagunahills.org



LAGUNA LAKE DOG PARK REVITALIZATION GRADING PLAN

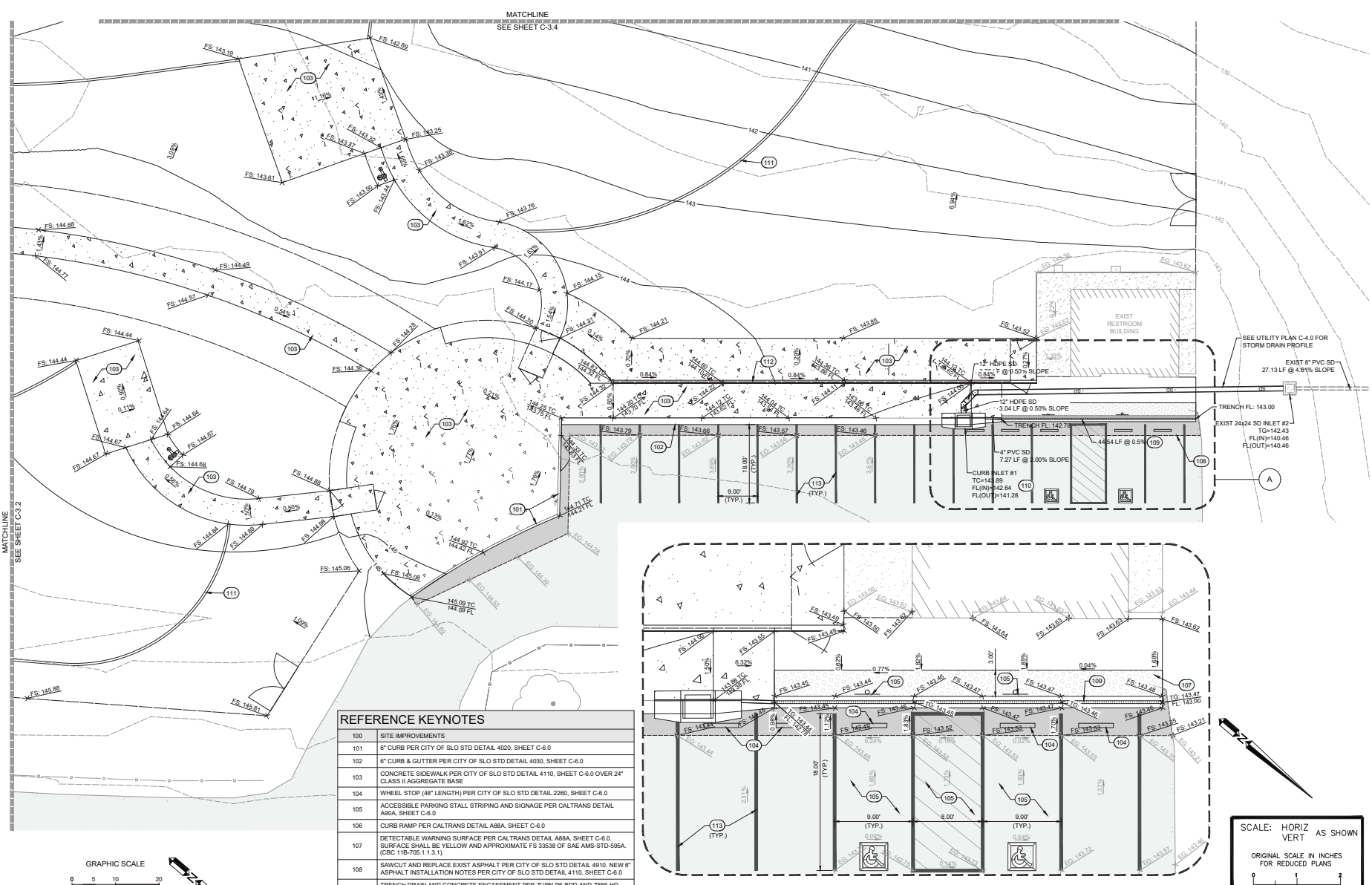
PROJECT TITLE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

BDH
CPK
BDH

DATE: 12/21/2023
CITY SPECIFICATION NO:
200526-01

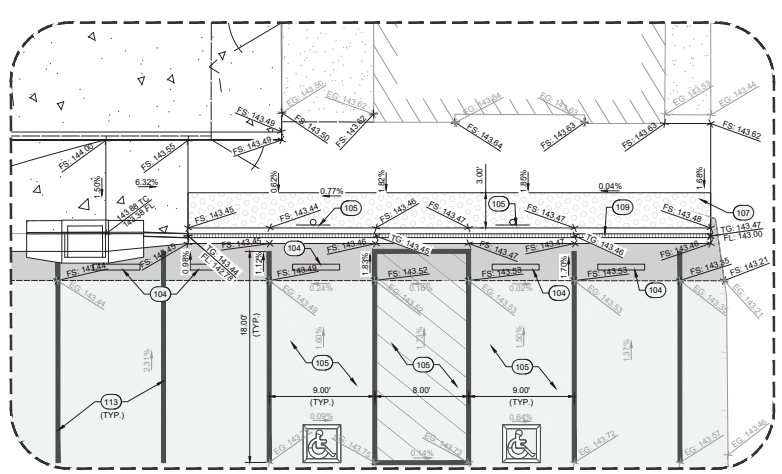
SHEET NO. **C-3.1**

9 OF 31



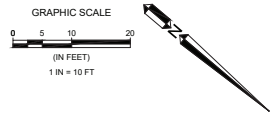
REFERENCE KEYNOTES

100	SITE IMPROVEMENTS
101	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
102	6" CURB & GUTTER PER CITY OF SLO STD DETAIL 4030, SHEET C-6.0
103	CONCRETE SIDEWALK PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0 OVER 24" CLASS II AGGREGATE BASE
104	WHEEL STOP (48" LENGTH) PER CITY OF SLO STD DETAIL 2260, SHEET C-6.0
105	ACCESSIBLE PARKING STALL STRIPING AND SIGNAGE PER CALTRANS DETAIL A90A, SHEET C-6.0
106	CURB RAMP PER CALTRANS DETAIL A88A, SHEET C-6.0
107	DETECTABLE WARNING SURFACE PER CALTRANS DETAIL A88A, SHEET C-6.0. SURFACE SHALL BE YELLOW AND APPROXIMATE FS 33538 OF SAE AMS-STD-595A (CNC 110-705.11.3.1).
108	SAWCUT AND REPLACE EXIST ASPHALT PER CITY OF SLO STD DETAIL 4910. NEW 6" ASPHALT INSTALLATION NOTES PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0
109	TRENCH DRAIN AND CONCRETE ENCASMENT PER ZURN P6-BDD AND Z886-HD, SHEET C-6.0 AND DETAIL 1, SHEET C-6.0
110	CURB INLET PER CITY OF SLO STD DETAIL 3350, SHEET C-6.1
111	CONCRETE EDGING (LANDSCAPE CURB), SEE SHEETS SL-1 AND SL-2 FOR DETAIL
112	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
113	SINGLE STRIPE PARKING STALLS PER CITY OF SLO STD DETAIL 2260, SHEET C-6.1
114	INSTALL NEW LOG BARRIER PER DETAIL 30, SHEET C-6.1



(A) GRADING DETAIL

Scale: 1"=5'



SCALE: HORIZ
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS		APPROVAL	
	NO.	DESCRIPTION	DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

City and County of Long Beach, California
Professional Engineer
Brett C. Hallett
No. 10000
612 CLARION COURT
SAN LUIS OBISPO, CA 95071
www.bchallett.com



**LAGUNA LAKE DOG PARK
REVITALIZATION
GRADING PLAN**

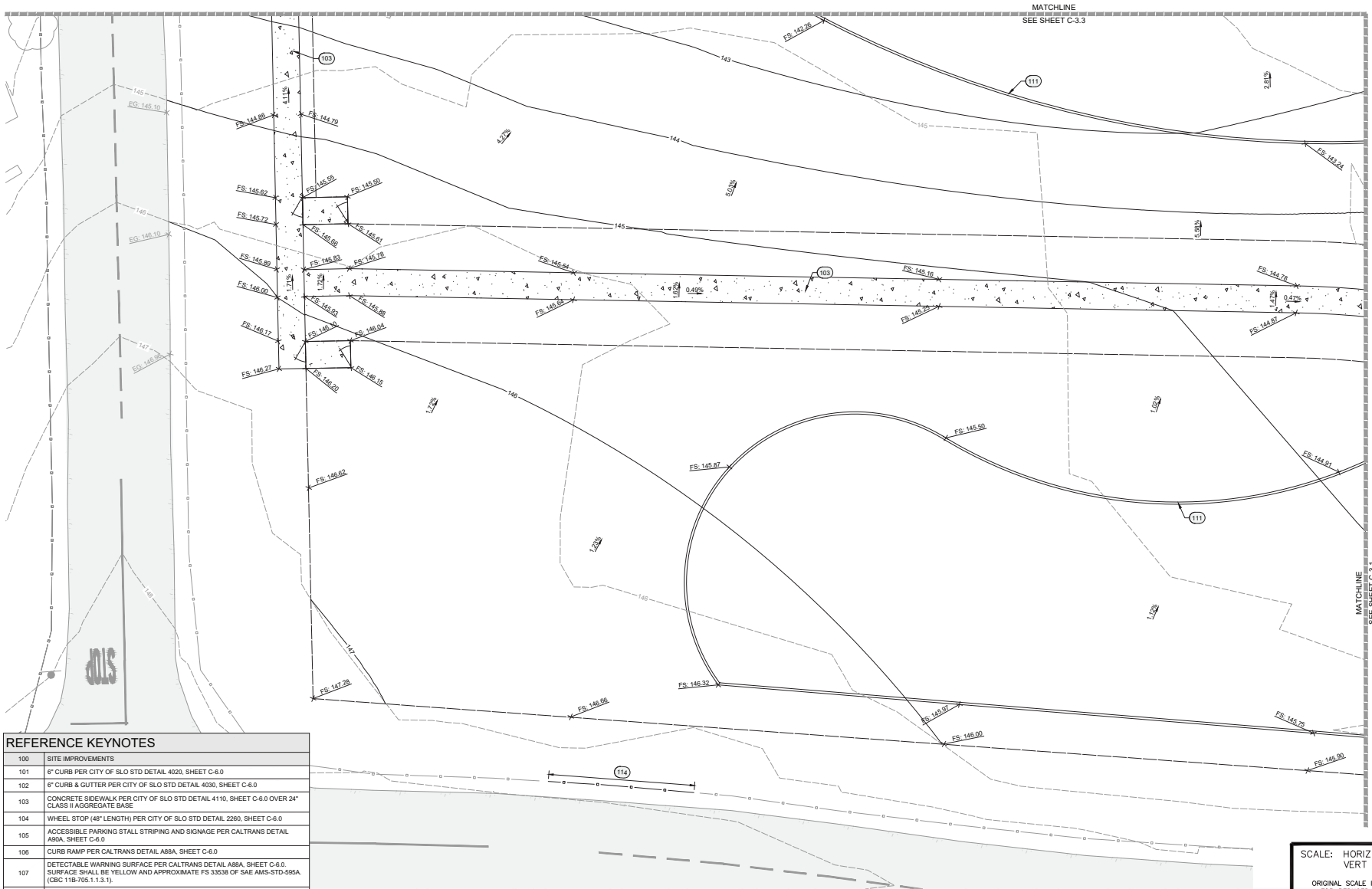
PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:
BDH
DRAWN BY:
CPK
CHECKED BY:
BDH
APPROVED BY:

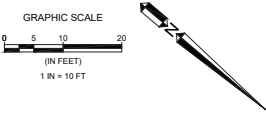
DATE: 12/21/2023
CITY SPECIFICATION NO.
200526-01

SHEET NO.
C-3.2

SHEET NO.
10 OF 31



REFERENCE KEYNOTES	
100	SITE IMPROVEMENTS
101	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
102	6" CURB & GUTTER PER CITY OF SLO STD DETAIL 4030, SHEET C-6.0
103	CONCRETE SIDEWALK PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0 OVER 24" CLASS II AGGREGATE BASE
104	WHEEL STOP (48" LENGTH) PER CITY OF SLO STD DETAIL 2260, SHEET C-6.0
105	ACCESSIBLE PARKING STALL STRIPING AND SIGNAGE PER CALTRANS DETAIL A90A, SHEET C-6.0
106	CURB RAMP PER CALTRANS DETAIL A88A, SHEET C-6.0
107	DETECTABLE WARNING SURFACE PER CALTRANS DETAIL A81A, SHEET C-6.0. SURFACE SHALL BE YELLOW AND APPROXIMATE FS 33538 OF SAE AMS-STD-595A. (CIS 118705:1.1.3.1)
108	SAWCUT AND REPLACE EXIST ASPHALT PER CITY OF SLO STD DETAIL 4910. NEW 6" ASPHALT INSTALLATION NOTES PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0
109	TRENCH DRAIN AND CONCRETE ENCASEMENT PER ZURN P6-BDD AND Z886-HD, SHEET C-6.0 AND DETAIL 1, SHEET C-6.0
110	CURB INLET PER CITY OF SLO STD DETAIL 3350, SHEET C-6.1
111	CONCRETE EDGING (LANDSCAPE CURB), SEE SHEETS SL-1 AND SL-2 FOR DETAIL
112	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
113	SINGLE STRIPE PARKING STALLS PER CITY OF SLO STD DETAIL 2250, SHEET C-6.1
114	INSTALL NEW LOG BARRIER PER DETAIL 30, SHEET C-6.1



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 95071
WWW.BORSTGROUP.COM



LAGUNA LAKE DOG PARK REVITALIZATION GRADING PLAN

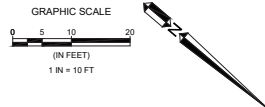
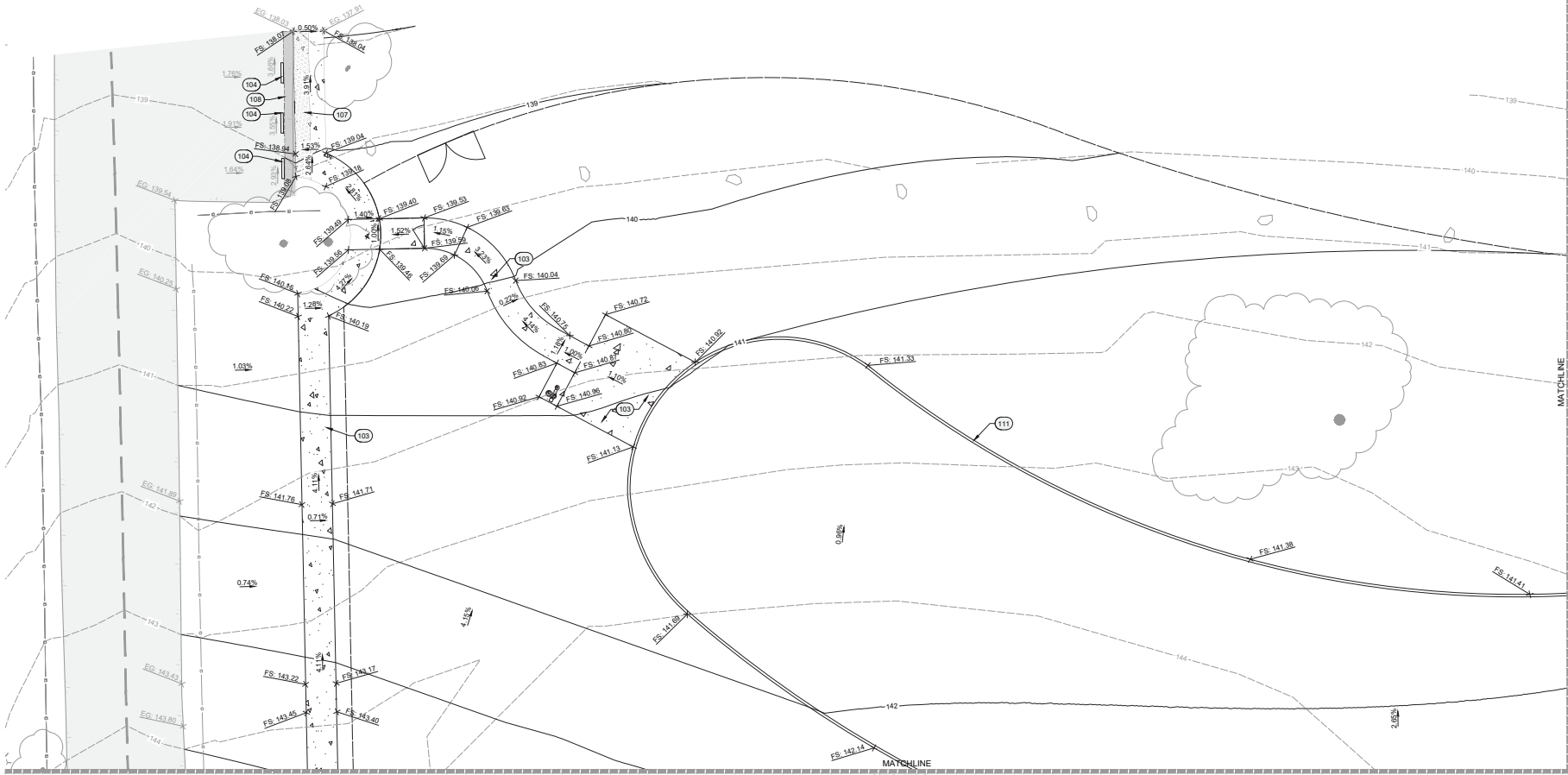
PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

DATE: 12/21/2023
CITY SPECIFICATION NO.
200526-01

SHEET NO. **C-3.3**

11 OF 31



REFERENCE KEYNOTES

100	SITE IMPROVEMENTS
101	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
102	6" CURB & GUTTER PER CITY OF SLO STD DETAIL 4030, SHEET C-6.0
103	CONCRETE SIDEWALK PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0 OVER 24" CLASS II AGGREGATE BASE
104	WHEEL STOP (48" LENGTH) PER CITY OF SLO STD DETAIL 2280, SHEET C-6.0
105	ACCESSIBLE PARKING STALL STRIPING AND SIGNAGE PER CALTRANS DETAIL ASGA, SHEET C-6.0
106	CURB RAMP PER CALTRANS DETAIL A88A, SHEET C-6.0
107	DETECTABLE WARNING SURFACE PER CALTRANS DETAIL A88A, SHEET C-6.0. SURFACE SHALL BE YELLOW AND APPROXIMATE FS 33538 OF SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
108	SAWCUT AND REPLACE EXIST ASPHALT PER CITY OF SLO STD DETAIL 4810, NEW 6" ASPHALT INSTALLATION NOTES PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0
109	TRENCH DRAIN AND CONCRETE ENCASMENT PER ZURN P6-BDD AND Z886-HD, SHEET C-6.0 AND DETAIL 1, SHEET C-6.0
110	CURB INLET PER CITY OF SLO STD DETAIL 3350, SHEET C-6.1
111	CONCRETE EDGING (LANDSCAPE CURB), SEE SHEETS SL-1 AND SL-2 FOR DETAIL
112	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
113	SINGLE STRIPE PARKING STALLS PER CITY OF SLO STD DETAIL 2250, SHEET C-6.1
114	INSTALL NEW LOG BARRIER PER DETAIL 30, SHEET C-6.1

SCALE: HORIZ AS SHOWN
VERT 1" = 4'
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

DATE AND TIME OF PLAN REVIEW: 12/21/2023 10:00 AM
DESIGNED BY: BDH
DRAWN BY: CPK
CHECKED BY: BDH
APPROVED BY: [Signature]
CITY SPECIFICATION NO. 200526-01
SHEET NO. C-3.4



LAGUNA LAKE DOG PARK REVITALIZATION GRADING PLAN

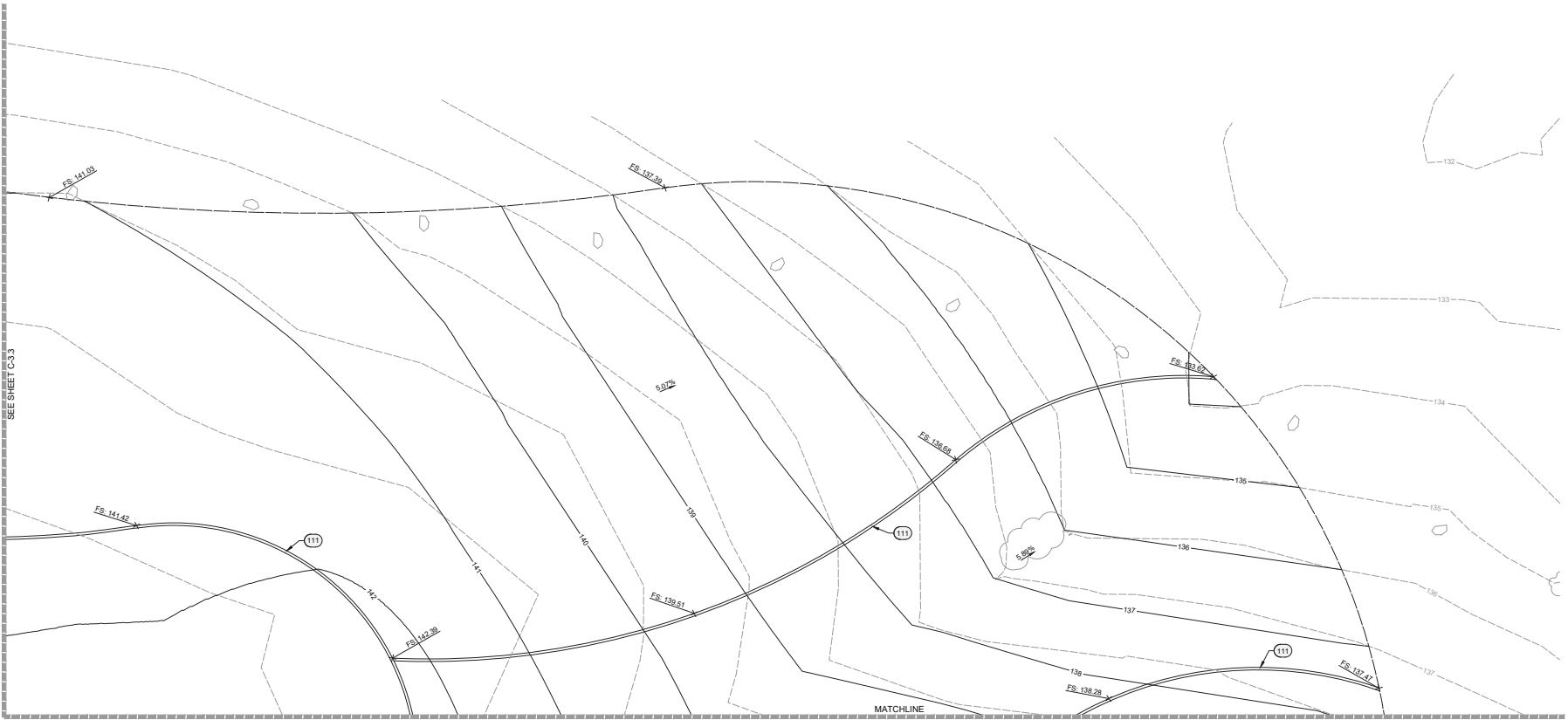
PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

DATE: 12/21/2023
CITY SPECIFICATION NO. 200526-01

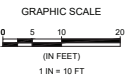
SHEET NO. **C-3.4**

12 OF 31



REFERENCE KEYNOTES

100	SITE IMPROVEMENTS
101	6" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
102	6" CURB & GUTTER PER CITY OF SLO STD DETAIL 4030, SHEET C-6.0
103	CONCRETE SIDEWALK PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0 OVER 24" CLASS II AGGREGATE BASE
104	WHEEL STOP (48" LENGTH) PER CITY OF SLO STD DETAIL 2260, SHEET C-6.0
105	ACCESSIBLE PARKING STALL STRIPING AND SIGNAGE PER CALTRANS DETAIL 888A, SHEET C-6.0
106	CURB RAMP PER CALTRANS DETAIL 888A, SHEET C-6.0
107	DETECTABLE WARNING SURFACE PER CALTRANS DETAIL 888A, SHEET C-6.0. SURFACE SHALL BE YELLOW AND APPROXIMATE FS 33538 OF SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
108	SAWCUT AND REPLACE EXIST ASPHALT PER CITY OF SLO STD DETAIL 4910. NEW 6" ASPHALT INSTALLATION NOTES PER CITY OF SLO STD DETAIL 4110, SHEET C-6.0
109	TRENCH DRAIN AND CONCRETE ENCASUREMENT PER ZURN P9-6DD AND Z886-HD, SHEET C-6.0 AND DETAIL 1, SHEET C-6.0
110	CURB INLET PER CITY OF SLO STD DETAIL 3350, SHEET C-6.1
111	CONCRETE EDGING (LANDSCAPE CURB). SEE SHEETS SL-1 AND SL-2 FOR DETAIL
112	8" CURB PER CITY OF SLO STD DETAIL 4020, SHEET C-6.0
113	SINGLE STRIPE PARKING STALLS PER CITY OF SLO STD DETAIL 2290, SHEET C-6.1
114	INSTALL NEW LOG BARRIER PER DETAIL 30, SHEET C-6.1



SCALE: HORIZ AS SHOWN
VERT 1" = 4'
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS DESCRIPTION	APPROVAL	
		DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

CPK AND ASSOCIATES INCORPORATED
 1000 WASHINGTON STREET
 SAN LUIS OBISPO, CA 93401
 (805) 488-1100
 WWW.CPAKANDASSOCIATES.COM



**LAGUNA LAKE DOG PARK
 REVITALIZATION
 UTILITY PLAN**

PROJECT TITLE:
 SHEET TITLE:

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:

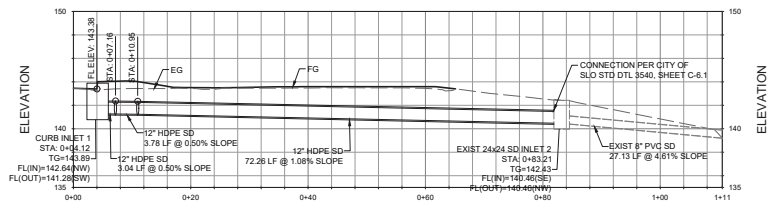
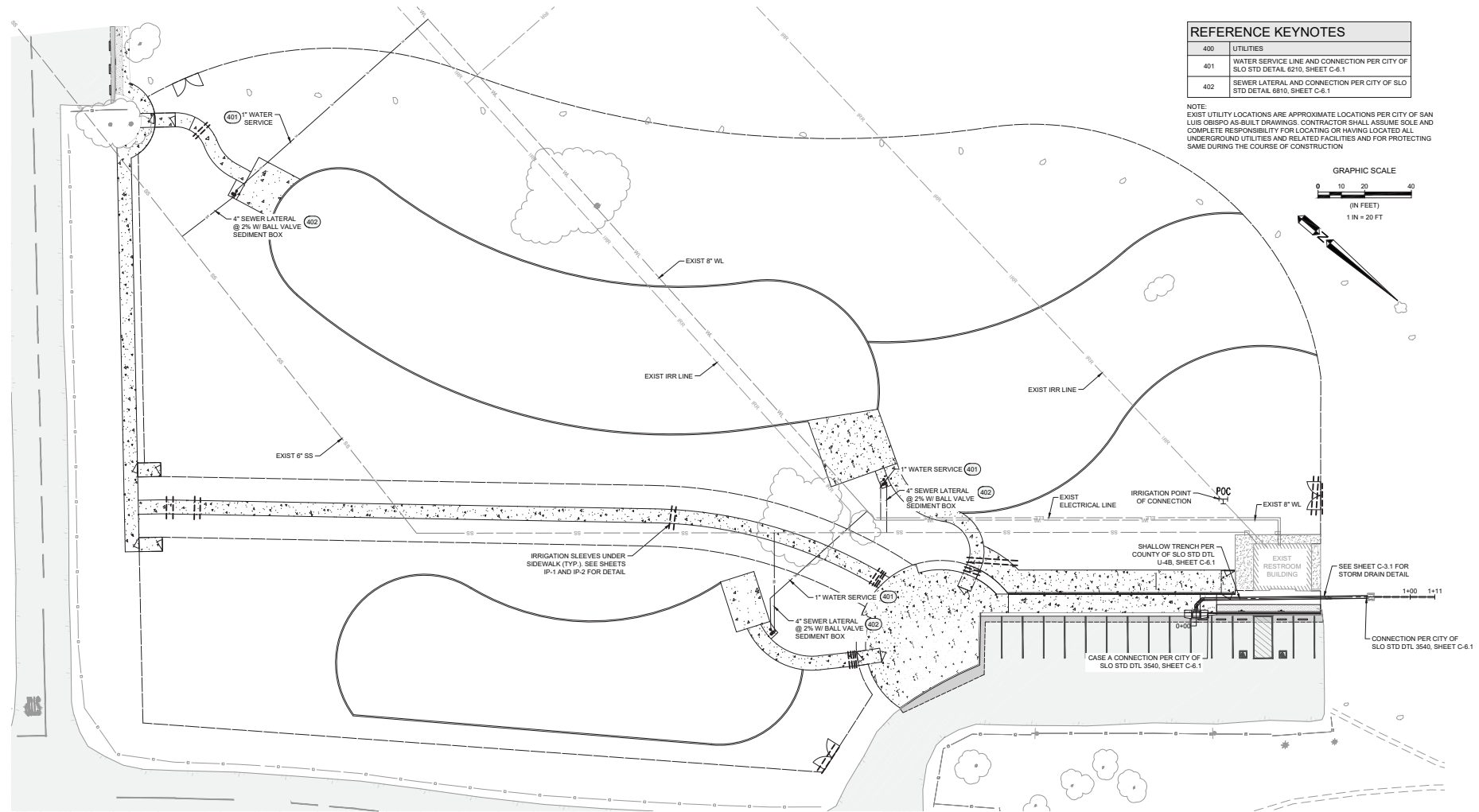
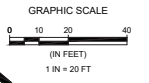
DATE: 12/21/2023
 CITY SPECIFICATION NO:
 200526-01

C-4.0

13 OF 31

REFERENCE KEYNOTES	
400	UTILITIES
401	WATER SERVICE LINE AND CONNECTION PER CITY OF SLO STD DETAIL 6210, SHEET C-6.1
402	SEWER LATERAL AND CONNECTION PER CITY OF SLO STD DETAIL 6810, SHEET C-6.1

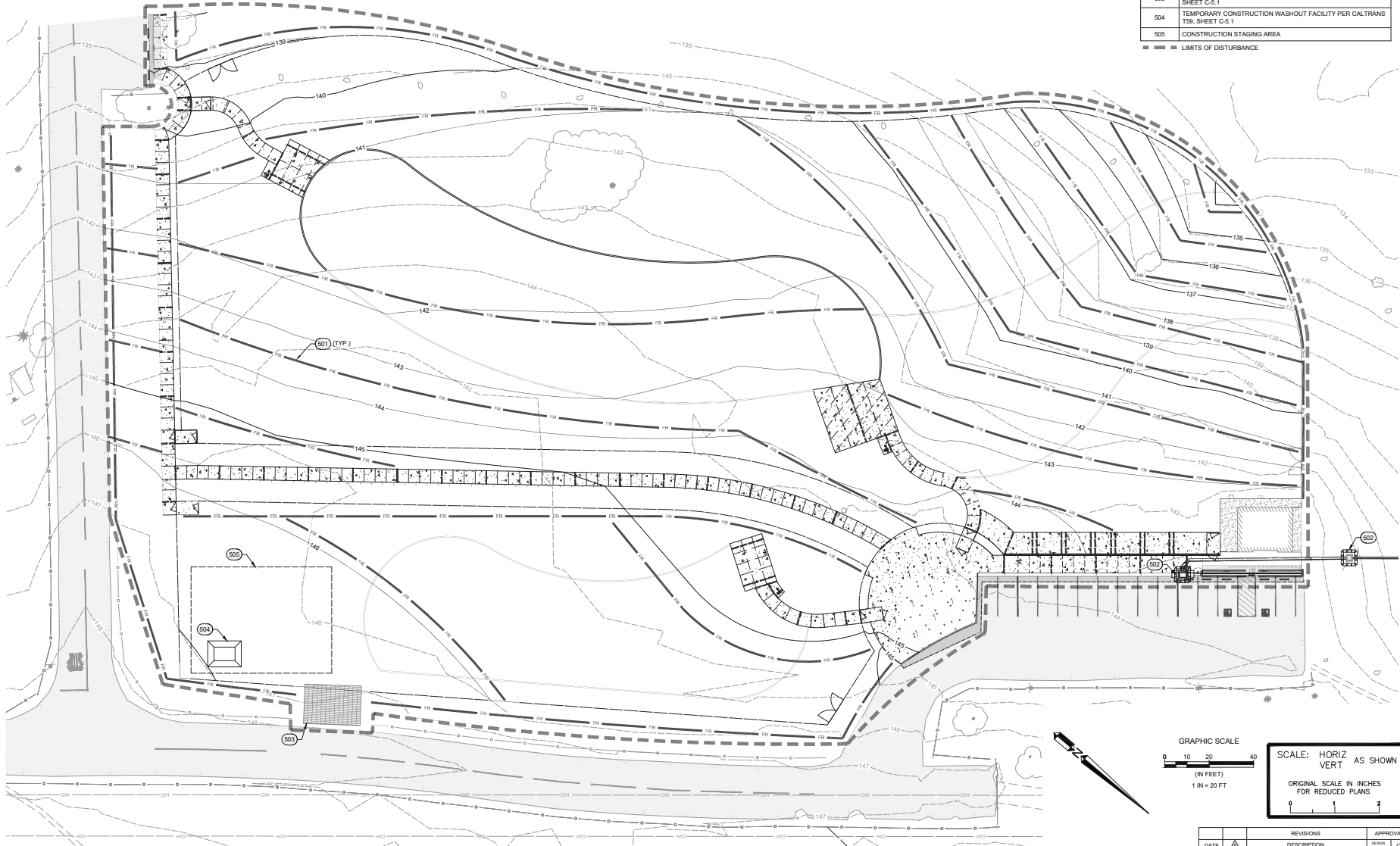
NOTE:
 EXIST UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS PER CITY OF SAN LUIS OBISPO AS-BUILT DRAWINGS. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR LOCATING OR HAVING LOCATED ALL UNDERGROUND UTILITIES AND RELATED FACILITIES AND FOR PROTECTING SAME DURING THE COURSE OF CONSTRUCTION



SCALE: HORIZ AS SHOWN
 VERT IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY

1 STORM DRAIN
 Scale: 1"= 10'



REFERENCE KEYNOTES	
TEMPORARY EROSION CONTROL	
501	FIBER ROLL PER CALTRANS BMP SC-5 AND T56, SHEET C-5.1
502	TEMPORARY DRAINAGE INLET PROTECTION TYPE 3A - GRAVEL BAG BERM PER CALTRANS BMP SC-10 AND T52, SHEET C-5.1
503	TEMPORARY CONSTRUCTION ENTRANCE PER CALTRANS T58, SHEET C-5.1
504	TEMPORARY CONSTRUCTION WASHOUT FACILITY PER CALTRANS T59, SHEET C-5.1
505	CONSTRUCTION STAGING AREA
--- LIMITS OF DISTURBANCE	



PROJECT ENGINEER

PLANS APPROVAL DATE

CIVIL AND ENVIRONMENTAL ENGINEERING
 LANDSCAPE ARCHITECTURE
 MECHANICAL ENGINEERING
 PLUMBING/MECHANICAL/ELECTRICAL
 WATER RESOURCES
 www.borjoseph.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION
 EROSION CONTROL PLAN**

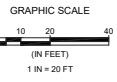
PROJECT TITLE:
 SHEET TITLE:

DESIGNED BY: BDH
 DRAWN BY: CPK
 CHECKED BY: BDH
 APPROVED BY:

DATE: 12/21/2023
 CITY SPECIFICATION NO: 200526-01

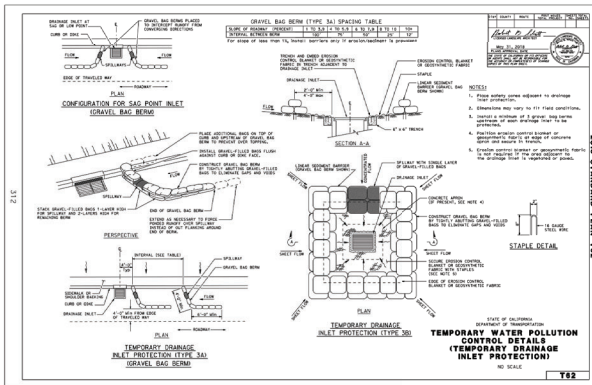
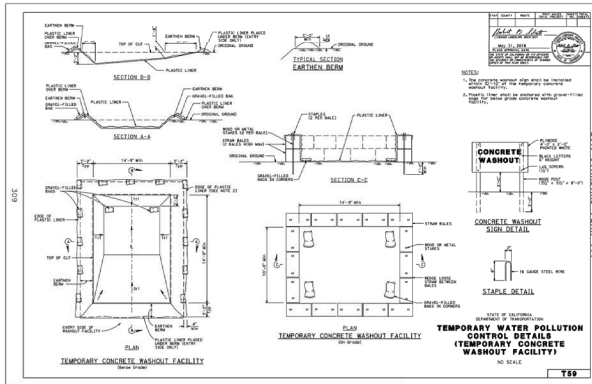
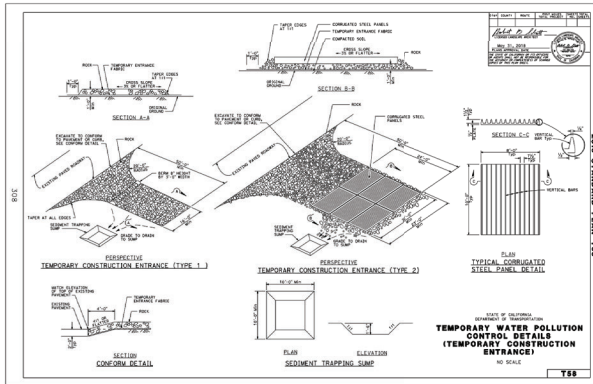
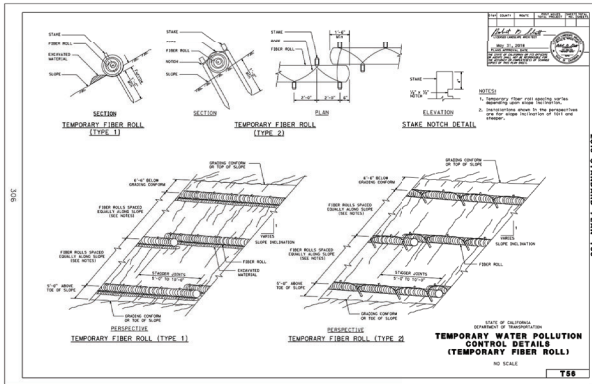
SHEET NO: **C-5.0**

SHEET NO: **14 OF 31**



SCALE: HORIZ AS SHOWN
 VERT AS SHOWN
 ORIGINAL SCALE IN INCHES
 FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



Stockpile Management WM-3

Definition and Purpose
Stockpile management procedures and practices are designed to reduce or eliminate air and storm water pollution from stockpiles of soil, and paving materials such as portland cement concrete (PCC) rubble, asphalt concrete (ACA), asphalt concrete rubble, aggregate base, aggregate subbase or pre-washed aggregate, asphalt binder (so called "cold mix" asphalt) and pressure treated wood.

Appropriate Applications
Implemented in all projects that stockpile soil and other materials.

Limitations
Use of plastic cover might be restricted depending on the location of the site and regulatory permits.

Standards and Specifications
Stockpiles must comply with Standard Specification 13-4.03C (3) Stockpile Management.
Protection of stockpiles is a year-round requirement.
Locate stockpiles a minimum of 50 ft. away from concentrated flows of storm water, drainage courses, and inlets.
Utilize run-on and run-off BMPs to ensure stockpile materials are protected and do not have the potential to discharge material.
Implement wind erosion control practices as appropriate on all stockpile material. For specific information see WE-1, "Wind Erosion Control."

Standard Symbol
BMP Objective: Sediment Control, Erosion Control, Wind Erosion Control, Stormwater Management, Materials and Waste Management

Caltrans Storm Water Quality Handbooks Construction Site BMP Manual May 2017
Sector 8 Stockpile Management 04-2 1 of 3

Sanitary and Septic Waste Management WM-9

Definition and Purpose
Procedures and practices to minimize or eliminate the discharge of construction site sanitary and septic waste materials to the storm drain system or to receiving waters.

Appropriate Applications
Sanitary/septic waste management practices are implemented on all construction sites that use temporary or portable sanitary and septic waste systems.

Limitations
None identified.

Standards and Specifications
Erosion
Educate employees, subcontractors, and suppliers on sanitary and septic waste storage and disposal procedures.
Educate employees, subcontractors, and suppliers of potential dangers to humans and the environment from sanitary/septic wastes.
Instruct employees, subcontractors, and suppliers in identification of sanitary/septic waste.
Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings and tailgates).
Establish a continuing education program to indoctrinate new employees.

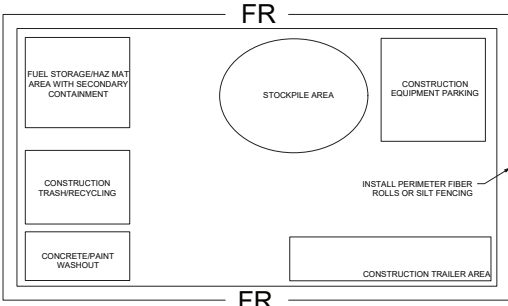
Standard Symbol
BMP Objective: Self-Substitution, Sediment Control, Erosion Control, Wind Erosion Control, Stormwater Management, Materials and Waste Management

Caltrans Storm Water Quality Handbooks Construction Site BMP Manual May 2017
Sector 8 Sanitary and Septic Waste Management 04-2 1 of 2

GENERAL NOTES

- CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL (DATED MAY 2017) "FACT SHEETS" SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REFER TO ORIGINAL CALTRANS CONSTRUCTION SITE BMP MANUAL (MAY 2017) FOR ENTIRE "FACT SHEET" INFORMATION AND DOCUMENTATION.

SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



505 CONSTRUCTION STAGING AREA
Scale: N.T.S.

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 95070
www.bdhinc.com



LAGUNA LAKE DOG PARK REVITALIZATION
EROSION CONTROL DETAILS

PROJECT TITLE:
SHEET TITLE:

DESIGNED BY: BDH
DRAWN BY: CPK
CHECKED BY: BDH
APPROVED BY:

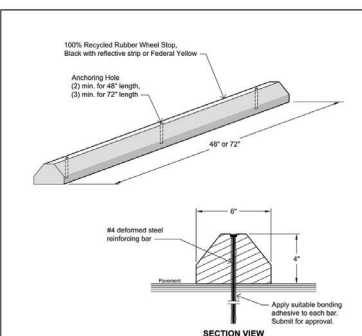
DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

SHEET NO. C-5.1

SHEET NO.

15 OF 31



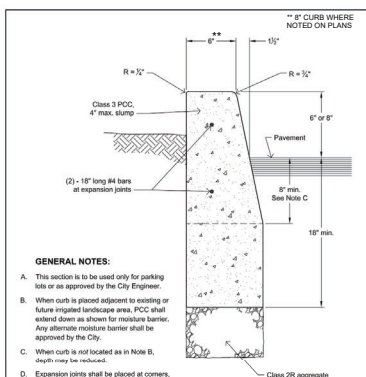
GENERAL NOTES:
 A. Wheel stop shall be installed at location where wheeled vehicles may roll into pedestrian, structures, or hazardous areas. Wheel stop location shall not create a barrier for pedestrians.
 B. Wheel stop shall be securely attached onto grade concrete and aggregate asphalt pavement with #4 deformed steel reinforcing bars embedded in holes cast into wheel stops.
 At concrete pavement, drill holes in pavement for dowels. At parking structure slabs, epoxy to slab.

REVISIONS	BY	APP	DATE
New Standard	JLK	RL	4-13
Revision Note A	JLK	RL	5-12

STANDARD CURRENT AS OF: AUGUST 2020

WHEEL STOP

2290



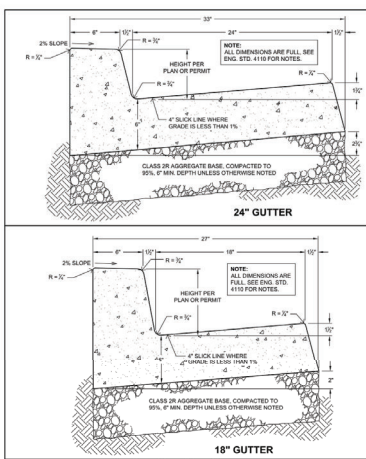
GENERAL NOTES:
 A. This section is to be used only for parking lots or as approved by the City Engineer.
 B. When curb is placed adjacent to existing or future impinged landscaped area, PCC shall extend down as shown for measure barrier. Any alternate measure barrier shall be approved by the City.
 C. When curb is not located as in Note B, depth may be reduced.
 D. Expansion joints shall be placed at corners, BCs and ECs, and at 30' maximum spacing.
 E. See Engineering Standard 4110 for notes regarding required pavement removal and repair.

REVISIONS	BY	APP	DATE
Allow Class 2H Base	JVSR	RL	11-08
Change Drainage Collection	JLK	AWP	1-27
Change width	JLK	AWP	10-22

STANDARD CURRENT AS OF: AUGUST 2020

CURB

4020

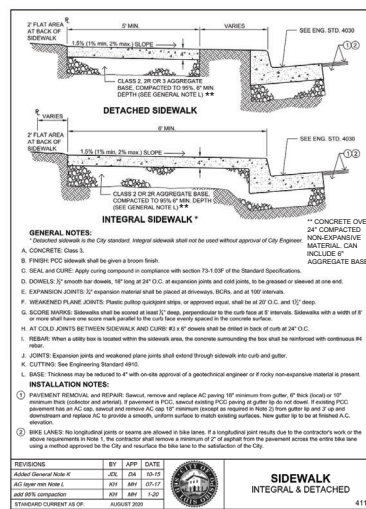


REVISIONS	BY	APP	DATE
Drafting add'd	JLK	AWP	10-12
Change drainage collection	JLK	AWP	9-16
and curb expansion	AWP	AWP	1-22

STANDARD CURRENT AS OF: AUGUST 2020

CURB & GUTTER

4030



GENERAL NOTES:
 *Concrete sidewalk to be City installed. Integral sidewalk shall not be used without approval of City Engineer.
 A. CONCRETE Class 3.
 B. Finish PCC sidewalk shall be given a broom finish.
 C. Seal and Cure: Apply curing compound in compliance with section 7.1.03 of the Standard Specifications.
 D. DOWELS: 3/4" smooth bar dowels, 18" long @ 30" O.C. at expansion joints and cut joints. To be grouted or sleeved at one end.
 E. JUNCTION JOINTS: 2" expansion material shall be placed at intervals 500'. and at 100' intervals.
 F. FINISHED PLANE JOINTS: Plastic pushout spacers or approved repair shall be at 20' O.C. and 15' deep.
 G. SCORE MARKS: Sidewalk shall be scored at 30" deep, perpendicular to the curb face at 8' intervals. Sidewalk with a width of 4' or more shall have score marks parallel to the curb face evenly spaced to the concrete surface.
 H. AT COLD JOINTS BETWEEN SIDEWALKS AND CURBS: 4" x 4" dowels shall be fitted in back of curb at 20' O.C.
 I. REBAR: When a slab has to be located within the sidewalk area, the concrete surrounding the slab shall be reinforced with continuous #4 rebar.
 J. JOINTS: Expansion joints and embedded joint plants shall extend through sidewalk into curb and gutter.
 K. CUTTING: See Engineering Standard 4010.
 L. NOTE: This work may be installed by 1" with one-site approval of a geotechnical engineer or if rocky non-expansive material is present.

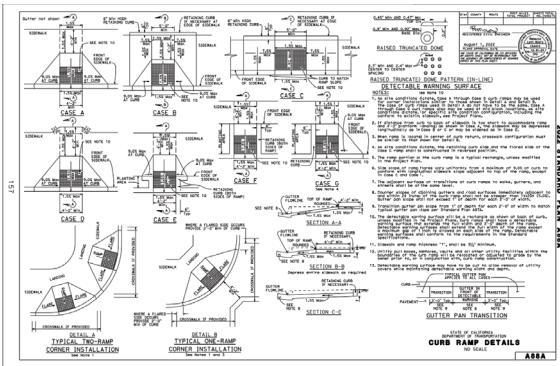
INSTALLATION NOTES:
 1. PAVEMENT REMOVAL and REPAIR: Remove, remove and replace AC paving 1" minimum from gutter. 1" thick (level) or 1" minimum from curbstone and wheelbar. If pavement is PCC, remove existing PCC paving at gutter and curb wheelbar. If existing PCC pavement has an AC base, remove and replace AC base 1" minimum (include as required in Note 2) from gutter and curb at 20' O.C. and 15' deep. Remove and replace AC base to match existing surface. New gutter shall be at finish of AC base.
 2. REBAR: When a slab has to be located within the sidewalk area, the concrete surrounding the slab shall be reinforced with continuous #4 rebar.
 3. REBAR: When a slab has to be located within the sidewalk area, the concrete surrounding the slab shall be reinforced with continuous #4 rebar.
 4. CUTTING: See Engineering Standard 4010.

REVISIONS	BY	APP	DATE
Allow General Note A	JLK	AWP	10-15
add expansion joints	AWP	AWP	03-17
add curb expansion	AWP	AWP	1-22

STANDARD CURRENT AS OF: AUGUST 2020

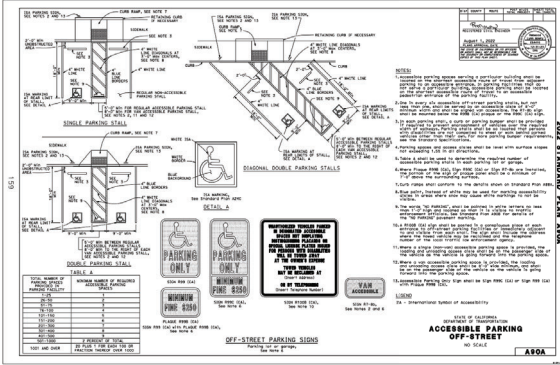
SIDEWALK INTEGRAL & DETACHED

4110



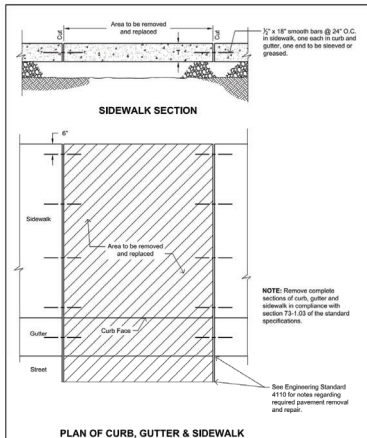
CURB RAMP DETAILS

AREA



ACCESSIBLE PARKING OFF-STREET

ASDA



SIDEWALK SECTION

See Engineering Standard 4110 for notes regarding required pavement removal and repair.

REVISIONS	BY	APP	DATE
Revised General Note	AWP	RL	2-24
Revised Cut Detail, Revised Note	SR	RL	7-24
Drafting add'd	JLK	AWP	7-12

STANDARD CURRENT AS OF: AUGUST 2020

CUTTING CONCRETE

4910

ZURN Z886-HD 6-3/4" (171) WIDE REVEAL TRENCH DRAIN SYSTEM WITH HEAVY-DUTY FRAME ASSEMBLY

SPECIFICATION SHEET TAG

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice

PRODUCT DESCRIPTION: ZURN Z886-HD 6-3/4" (171) WIDE REVEAL TRENCH DRAIN SYSTEM WITH HEAVY-DUTY FRAME ASSEMBLY. This system is designed for use in applications where heavy loads and high traffic are expected. It features a heavy-duty frame assembly and a grate that is 6-3/4" wide and 171" long. The grate is made of 201 stainless steel and is designed to meet the requirements of ADA and other accessibility standards.

Part No.	Qty	Part No.	Qty
81	[204]	82	[204]
83	[204]	84	[204]
85	[204]	86	[204]

INSTALLATION NOTES:
 1. Actual channel length is 81 1/4" (2068) to allow for routing.
 2. See Engineering Standard 4110 for notes regarding required pavement removal and repair.

Notes:
 1. Regularly furnished unless otherwise specified.
 2. See ZURN website for full specification and details.

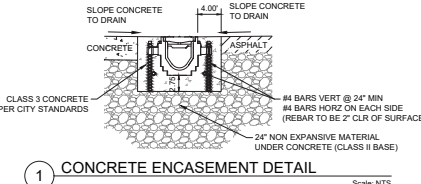
ZURN P6-BDD 6 (152) Wide Decorative Grate

BDD GRATE ENGINEERING SPECIFICATION: ZURN P6-BDD
 20" (508mm) X 5-3/8" (137mm) Bronze diagonal decorative grate, weighing 8.9 lbs per linear foot (10.2kg/m). The grate has an open area of 17.3 sq ft per linear foot (377mm²/m). Grate conforms to DIN rating of A, ANSI rating of Light-Duty, ADA compliant and ASTM B584 Copper Alloy No. C884.

Part No.	Qty	Part No.	Qty
4	[22]	19	[19]
4	[6780]	19	[137]

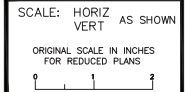
Notes:
 1. Regularly furnished unless otherwise specified.
 2. See ZURN website for full specification and details.

Page 4 of 70



CONCRETE ENCASEMENT DETAIL

Scale: NTS



DATE	REVISIONS	DESCRIPTION	APPROVAL	CITY

LAGUNA LAKE DOG PARK REVITALIZATION

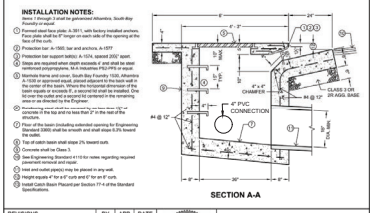
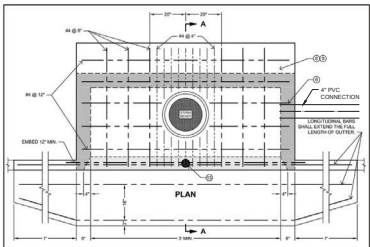
CONSTRUCTION DETAILS

PROJECT ENGINEER: [Signature]

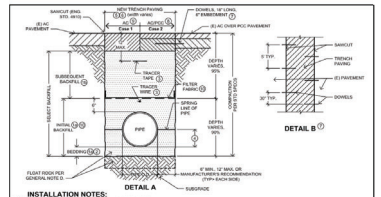
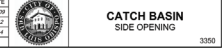
PLANS APPROVAL DATE: [Signature]

DESIGNED BY: BDH
 DRAWN BY: CPK
 CHECKED BY: BDH
 APPROVED BY: [Signature]

DATE: 12/21/2023
 CITY SPECIFICATION NO: 200526-01
 SHEET NO: C-6.0
 SHEET NO: 16 OF 31



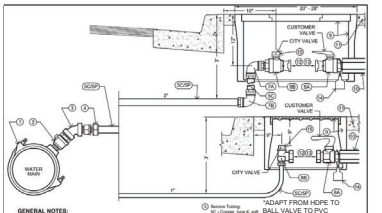
REVISIONS	BY	APP	DATE
Revised Note 2	MH	RF	11/20/20
Revised Note 1	JCK	AMH	6/12/20
Revised Note 3	JCK	AMH	7/24/20



INSTALLATION NOTES:

- Trench backfill sand to conform with 26-1.003, 26-1.003, 26-1.003, or 77-1.003.
- Bedding shall be 4" thick except as otherwise noted in the Standard Specifications.
- All manholes and sewer lines shall be installed with proper slope and a minimum of 1/8" per foot.
- When flexible pipe (PVC, HDPE, etc.) is used, pipe shall be backfilled to the spring line, compacted and backfill tested prior to completing final backfill.
- The streets of San Luis Obispo are generally paved with either AC, PCC, or a combination of the two. Unless clearly indicated on the plans, it is the contractor's responsibility to determine the nature of the ground material: Class 1 - AC; Class 2 - AC over PCC.
- Replacement pavement shall be "in-kind" concrete streets which contain a reinforcement fabric or grid shall be "one inch" with the width of the AC extending two feet beyond each side of the trench. A new layer of pavement reinforcing grid shall be installed above the new PCC to prevent the new AC.
- All concrete street medians require 12" smooth steel dowels per Detail B above.
- New PCC shall not be brought above existing PCC, shall be Class 2, and shall be 4" thick.
- When using AC, use AC shall be 4" thick four inches, and 10" thick on collector or arterial streets.
- Fiber fabric shall be required when initial backfill is flint rock. Fiber fabric shall be placed between initial and subsequent backfill and wrapped to trench walls. Fiber fabric shall conform to the requirements in Section 88 and shall be permeable and non-woven. Fiber fabric shall be Min. 140 MC or equal.

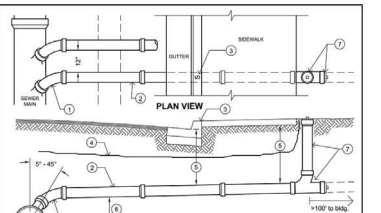
REVISIONS	BY	APP	DATE
Revised Note 1 - Add Fiber fabric note	JCK	RF	3/21/20
Revised Note 2	JCK	DA	10/12/20



GENERAL NOTES:

- Water services shall be installed in accordance with the City of Los Angeles Standard Specifications for Water Services.
- Water services shall be installed in accordance with the City of Los Angeles Standard Specifications for Water Services.
- Water services shall be installed in accordance with the City of Los Angeles Standard Specifications for Water Services.
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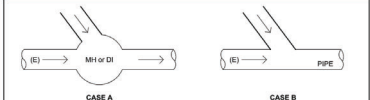
REVISIONS	BY	APP	DATE
Revised Note 1	JCK	RF	11/22/20
Revised Note 2	JCK	RF	11/22/20



GENERAL NOTES:

- City Utilities Department will install all new sewers or existing sewer mainlines.
- Sewer lateral report must comply with section 77-3.03(F) of the Standard Specifications.
- Install backwater trap on backwater valve in compliance with Standard Specification 11.08.200.

REVISIONS	BY	APP	DATE
Revised Note 1	JCK	RF	11/22/20
Revised Note 2	JCK	RF	11/22/20



CASE A:

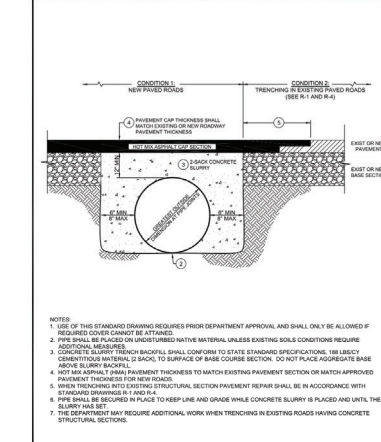
- Case A hole between 1" and 2" larger than the pipe OD. Salvage the reinforcing from the manhole / catch basin. Steel shall be bent outward from the manhole.
- Concrete the pipe in place using a Class 3, 1/2" concrete mix, incorporating reinforcing steel. Concrete shall completely fill the void between the pipe and the manhole and form a collar around the pipe behind the manhole of sufficient length and thickness to cover the reinforcing steel with 2" of concrete. Concrete shall be flush with interior of existing facility. Any voids that appear in the seal between the manhole and the pipe after setting shall be patched with a non-shrink grout.
- Pipe shall be flush out with the manhole inside wall.
- Whenever possible, the new pipe should enter the manhole at an angle, pointing the flow downstream.
- The manhole shall be replaced and enlarged when the penetration from the new line will result in an inadequate section of the manhole remaining between the new penetration and existing penetrations to properly support the structure.

CASE B:

- Where a catch basin or manhole exist within 30' of the proposed connection, or the new pipe is less than 12" in size and serves a private property, the connection may be made without the installation of a manhole at the junction point. In either case, the new pipe must be at least one size smaller than the existing pipe. In all other cases a manhole shall be installed.
- Connection to an existing HDPE line shall be made using a manufactured wye connection out into the existing line with connection of the wye to the line made in accordance with the manufacturer's recommendation.
- Connection to an existing RCP line shall be made in the manner described above for connection to an existing manhole. New penetrations must be made a minimum of 3 feet from any existing penetrations.
- Connection to an existing CMP line shall be done by replacing the portion of the CMP at the junction point with a City approved pipe material and completing the connection as specified above and constructing a collar to connect the new section to the existing CMP.

In all cases connections shall not be made to the City's storm drain system until calculations have been reviewed and approved by the City showing the existing system is capable of handling the additional water for the required design storm per the City's Watershed Management Plan and Drainage Design Manual, and for private systems, that an engineering permit has been obtained.

REVISIONS	BY	APP	DATE
Note revision #1 & Last	JCK	RF	6/12/20
Revised Note 1	JCK	AMH	10/12/20
Class 2 Concrete	JCK	AMH	2/12/20

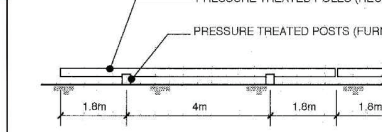


DEPARTMENT OF PUBLIC WORKS - STANDARD DRAWINGS

TRENCH SECTION

SHALLOW TRENCH

Notes: 1. USE OF THIS STANDARD DRAWING REQUIRES PRIOR DEPARTMENT APPROVAL AND SHALL ONLY BE ALLOWED IF REQUIRED COVER CANNOT BE ATTAINED. 2. PIPE SHALL BE PLACED ON UNDISTURBED NATIVE MATERIAL, UNLESS EXISTING SOILS CONDITIONS REQUIRE ADDITIONAL REPAIRS. 3. CONCRETE SLURRY TRENCH BACKFILL SHALL CONFORM TO STATE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED. 4. BACKFILL SHALL BE PLACED TO SURFACE OF BASE COURSE SECTION. DO NOT PLACE AGGREGATE BASE BELOW SLURRY BACKFILL. 5. NOT MIX AGGREGATE BASE MATERIAL TO SURFACE OF BASE COURSE SECTION. 6. WHEN TRENCHING INTO EXISTING STRUCTURAL SECTION PAVEMENT REPAIR SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR NEW ROADWAYS. 7. PIPE SHALL BE SECURED IN PLACE TO KEEP LINE AND GRADE WHILE CONCRETE SLURRY IS PLACED AND UNTIL THE SLURRY HAS SET. 8. THE DEPARTMENT MAY REQUIRE ADDITIONAL WORK WHEN TRENCHING IN EXISTING ROADS HAVING CONCRETE STRUCTURAL SECTIONS.



ELEVATION

1.8m 4m 1.8m 1.8m 4m 1.8m

SECTION

480mm 510mm 150mm 610mm

150 - 230mm DIA. PRESSURE TREATED POLES. NOTCH UPPER POLE 50mm FOR FOR POST. REUSE EXISTING WHERE FEASIBLE.

#16 REBAR. DRIVE ROD INTO POLE TO DEPTH SHOWN. TOP TO BE FLUSH.

FINISH GRADE

150 - 230mm DIA. PRESSURE TREATED POSTS. CONTRACTOR TO FURNISH NEW POSTS THROUGHOUT.

COMPACTED SUBGRADE

REVISIONS	BY	APP	DATE
Revised Note 1	JCK	RF	11/22/20
Revised Note 2	JCK	RF	11/22/20



PROJECT ENGINEER

PLANS APPROVAL DATE

City and County of Los Angeles
 Department of Public Works
 Engineering Division
 610 CLAYTON COURT
 SAN LUIS OBISPO, CA 93401
 www.lapublicworks.com



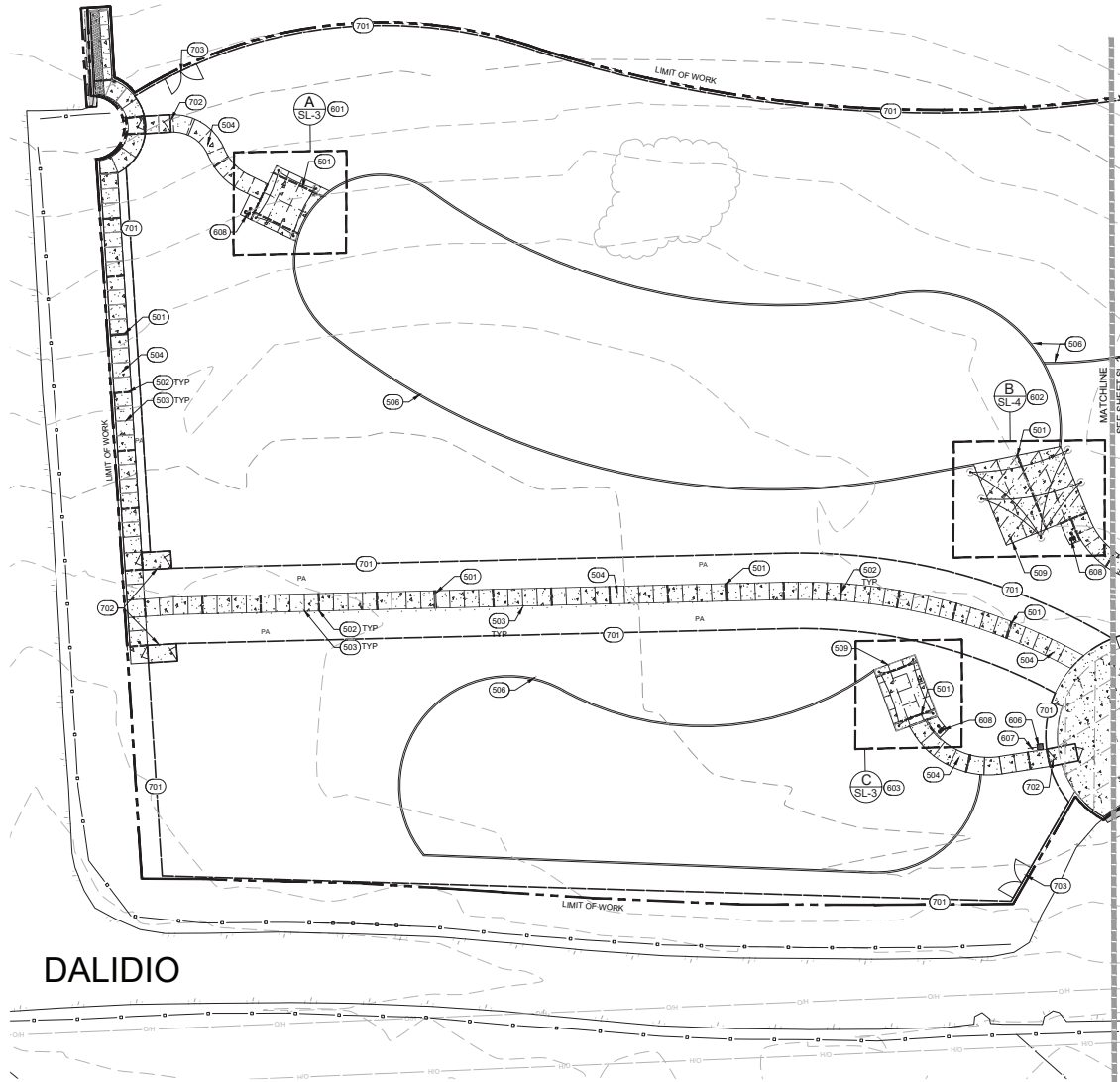
LAGUNA LAKE DOG PARK REVITALIZATION

CONSTRUCTION DETAILS

DESIGNED BY: BDH
 DRAWN BY: CPK
 CHECKED BY: BDH
 APPROVED BY: [Signature]
 DATE: 12/21/2023
 CITY SPECIFICATION NO: 200526-01
 SHEET NO: C-6.1
 SHEET NO: 17 OF 31

SCALE: HORIZ AS SHOWN
 VERT AS SHOWN
 ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DATE



DALIDIO

KEYNOTE	DESCRIPTION
500	SURFACE IMPROVEMENTS
501	EXPANSION JOINTS AT 100' INTERVALS (EXCEPT WHERE SHOWN OR NOTED OTHERWISE); SEE DETAIL 4110, SHEET C-6.0
502	WEAKENED PLANE JOINTS, 20" O.C. SPACING (EXCEPT WHERE SHOWN OR NOTED OTHERWISE); SEE DETAIL 4110, SHEET C-6.0
503	SCORE MARKS AT 5' INTERVALS (EXCEPT WHERE SHOWN OR NOTED OTHERWISE); SEE DETAIL 4110, SHEET C-6.0
504	CONCRETE SIDEWALK; SEE DETAIL 4110, SHEET C-6.0
505	CONCRETE EXPANSION CONTROL; SEE DETAIL 4110, SHEET C-6.0
506	CONCRETE EDGING; SEE DETAIL 8710, SHEET SD-3
507	8" CONCRETE CURB; SEE DETAIL 4020, SHEET C-6.0
508	EXISTING LANDSCAPE BOULDERS-RELOCATED;
600	SITE FURNISHINGS
601	RECTANGULAR SHADE SAIL; SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT A, SHEET SL-3, AND SPECIAL PROVISIONS
602	TRIANGULAR SHADE SAIL; SEE DETAILS 1,4.5 SHEET SD-1, ENLARGEMENT B, SHEET SL-4, AND SPECIAL PROVISIONS
603	RECTANGULAR SHADE SAIL; SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT C, SHEET SL-3, AND SPECIAL PROVISIONS
604	RECTANGULAR SHADE SAIL; SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT D, SHEET SL-3, AND SPECIAL PROVISIONS
605	RELOCATE EXISTING BLUE PLASTIC TRASH RECYCLE RECEPTACLE; SEE REF. NOTE 202, SHEET C-1.2
606	RELOCATE EXISTING CONCRETE TRASH RECEPTACLE WITH FOUR-WAY METAL LID; SEE REF. NOTE 202, SHEET C-1.2
607	EXISTING PET STATION AND SIGN-RELOCATED; SEE DETAIL 3, SHEET SD-3
608	DRINKING FOUNTAIN AND DOG WATER STATION; SEE DETAIL 1, SHEET SD-3
700	SITE IMPROVEMENTS
701	4' CHAINLINK FENCE WITH BLACK VINYL COATING; SEE DETAIL 2, SHEET SD-2
702	DOG PARK DOUBLE ENTRY GATE; SEE DETAIL 3, SHEET SD-2
703	CHAINLINK MAINTENANCE GATE; SEE DETAIL 1, SHEET SD-2
704	4' CHAINLINK FENCE WITH CONCRETE CURB; SEE DETAIL 4020, SHEET C-6.0



PROJECT ENGINEER

PLANS APPROVAL DATE

DATE AND TIME OF PLAN CHECKING:
 PROJECT ENGINEER: [Signature]
 PROFESSIONAL SEAL NO. 44502
 STATE OF CALIFORNIA
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 95070
 www.dalidio.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION
 SITE PLAN**

PROJECT TITLE: LAGUNA LAKE DOG PARK REVITALIZATION
 SHEET TITLE: SITE PLAN

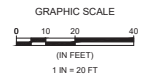
DESIGNED BY: SLB
 DRAWN BY: MCC
 CHECKED BY: EAS
 APPROVED BY:

DATE: 12/21/2023
 CITY SPECIFICATION NO. 200526-01

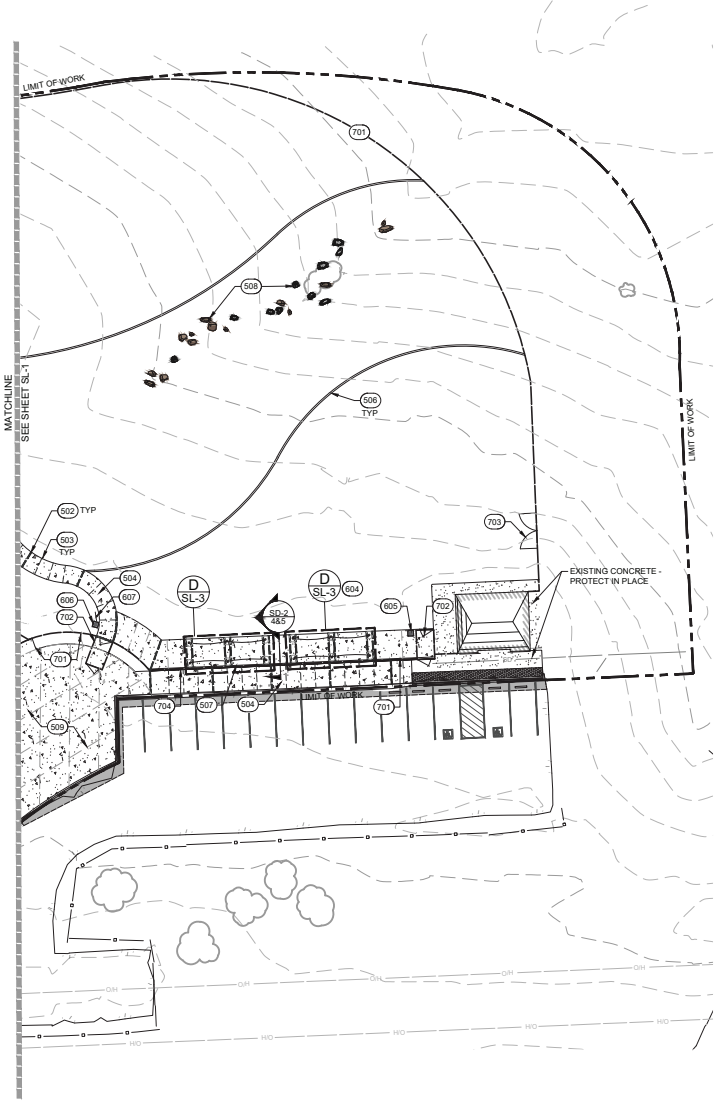
SHEET DES: **SL-1**

18 OF 31

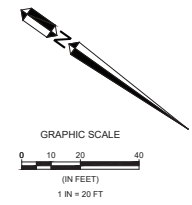
SCALE: HORIZ AS SHOWN
 VERT AS SHOWN
 ORIGINAL SCALE IN INCHES
 FOR REDUCED PLANS



DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



REFERENCE KEYNOTES	
KEYNOTE	DESCRIPTION
500	SURFACE IMPROVEMENTS
501	EXPANSION JOINTS AT 100' INTERVALS (EXCEPT WHERE SHOWN OR NOTED OTHERWISE), SEE DETAIL 4110, SHEET C-6.0
502	WEAKENED PLANE JOINTS: 20' O.C. SPACING (EXCEPT WHERE SHOWN OR NOTED OTHERWISE) SEE DETAIL 4110, SHEET C-6.0
503	SCORE MARKS AT 8' INTERVALS (EXCEPT WHERE SHOWN OR NOTED OTHERWISE), SEE DETAIL 4110, SHEET C-6.0
504	CONCRETE SIDEWALK: SEE DETAIL 4110, SHEET C-6.0
505	CONCRETE EXPANSION CONTROL: SEE DETAIL 4110, SHEET C-6.0
506	CONCRETE EDGING: SEE DETAIL 8710, SHEET SD-3
507	8" CONCRETE CURB: SEE DETAIL 4020, SHEET C-6.0
508	EXISTING LANDSCAPE BOULDERS-RELOCATED:
509	CONCRETE PLAZA/FLATWORK - SEE DETAIL 4110, SHEET C-6.0
600	SITE FURNISHINGS
601	RECTANGULAR SHADE SAIL: SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT A, SHEET SL-3, AND SPECIAL PROVISIONS
602	TRIANGULAR SHADE SAIL: SEE DETAILS 1, 4.5 SHEET SD-1, ENLARGEMENT B, SHEET SL-4, AND SPECIAL PROVISIONS
603	RECTANGULAR SHADE SAIL: SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT C, SHEET SL-3, AND SPECIAL PROVISIONS
604	RECTANGULAR SHADE SAIL: SEE DETAILS 2-4, SHEET SD-1, ENLARGEMENT D, SHEET SL-3, AND SPECIAL PROVISIONS
605	RELOCATE EXISTING BLUE PLASTIC TRASH RECYCLE RECEPTACLE. SEE REF. NOTE 202, SHEET C-1.2
606	RELOCATE EXISTING CONCRETE TRASH RECEPTACLE WITH FOUR-WAY METAL LID. SEE REF. NOTE 202, SHEET C-1.2
607	EXISTING PET STATION AND SIGN-RELOCATED. SEE DETAIL 3, SHEET SD-3
608	DRINKING FOUNTAIN AND DOG WATER STATION: SEE DETAIL 1, SHEET SD-3
700	SITE IMPROVEMENTS
701	4' CHAINLINK FENCE WITH BLACK VINYL COATING: SEE DETAIL 2, SHEET SD-2
702	DOG PARK DOUBLE ENTRY GATE: SEE DETAIL 3, SHEET SD-2
703	CHAINLINK MAINTENANCE GATE: SEE DETAIL 1, SHEET SD-2
704	4' CHAINLINK FENCE WITH CONCRETE CURB: SEE DETAIL 4020, SHEET C-6.0



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS		APPROVAL	
	NO.	DESCRIPTION	DATE	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

ORANGE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
LANDSCAPE ARCHITECT
LANDSCAPE ARCHITECTURE
PUBLISHED PERMITS/PERMITS
WATER RESOURCES
612 CLAYTON COURT
SAN LUIS OBISPO, CA 95071
www.landscape.com



**LAGUNA LAKE DOG PARK
REVITALIZATION
SITE PLAN**

PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:
SLB

DRAWN BY:
MCC

CHECKED BY:
EAS

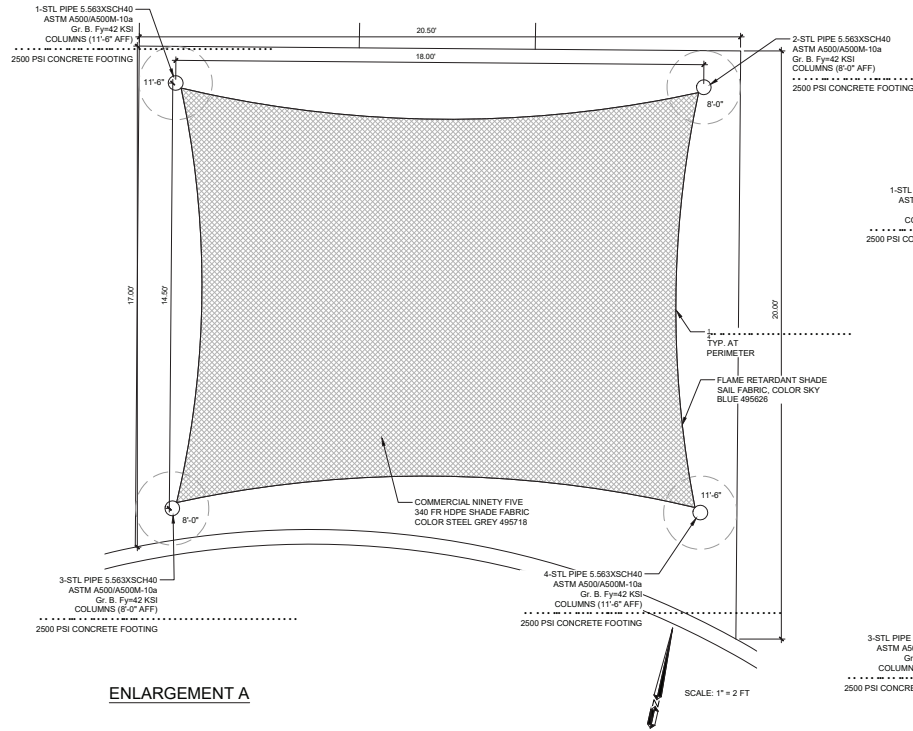
APPROVED BY:

DATE: 12/21/2023
CITY SPECIFICATION NO: 200526-01

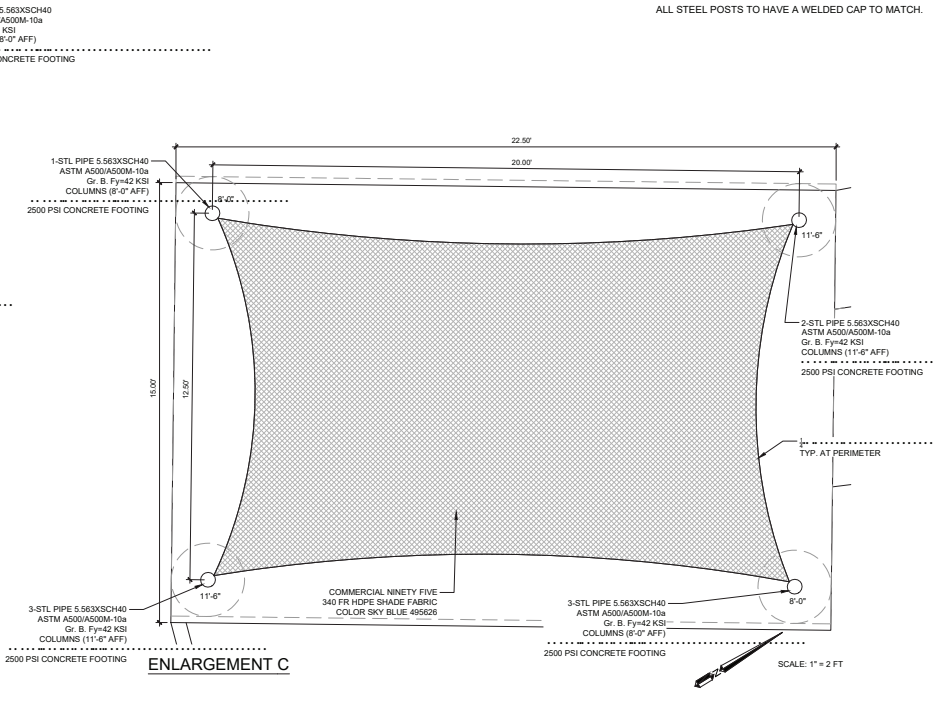
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SHEET NO: **19 OF 31**

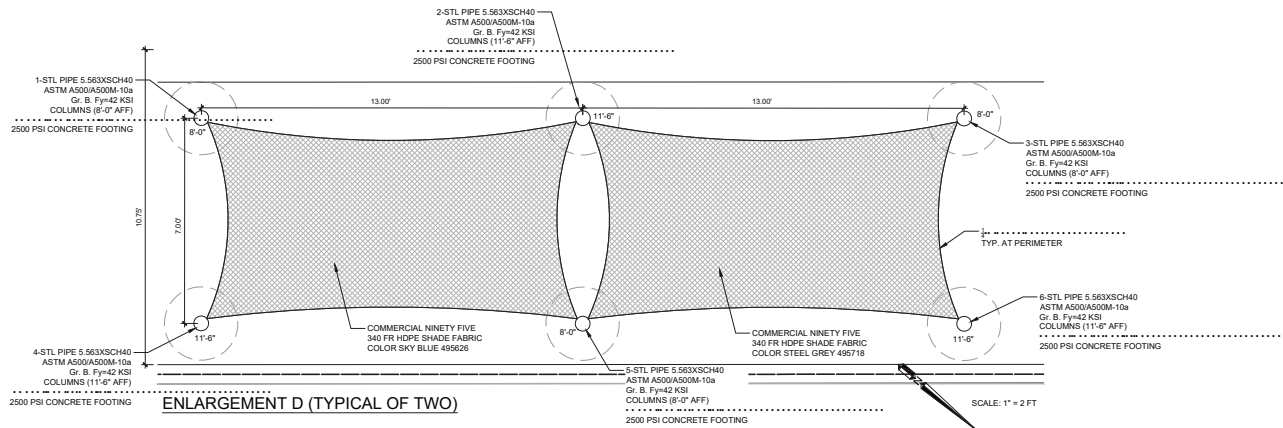
FILE NAME: 0081-0118 SITE.DWG



ENLARGEMENT A



ENLARGEMENT C



ENLARGEMENT D (TYPICAL OF TWO)

NOTE:
ALL STEEL POSTS TO HAVE A WELDED CAP TO MATCH.



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 95071
www.danjonese.com



LAGUNA LAKE DOG PARK
REVITALIZATION

SITE PLAN ENLARGEMENTS

PROJECT TITLE:

SHEET TITLE:

DESIGNED BY:

SLB

DRAWN BY:

MCC

CHECKED BY:

EAS

APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

SHEET NO. SL-3

SHEET NO.

20 OF 31

SCALE: HORIZ VERT AS SHOWN
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DATE



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 95070
www.wallacegroup.com



LAGUNA LAKE DOG PARK REVITALIZATION SITE PLAN ENLARGEMENTS

PROJECT TITLE:
SHEET TITLE:

DESIGNED BY:
SLB

DRAWN BY:
MCC

CHECKED BY:
EAS

APPROVED BY:

DATE: 12/21/2023

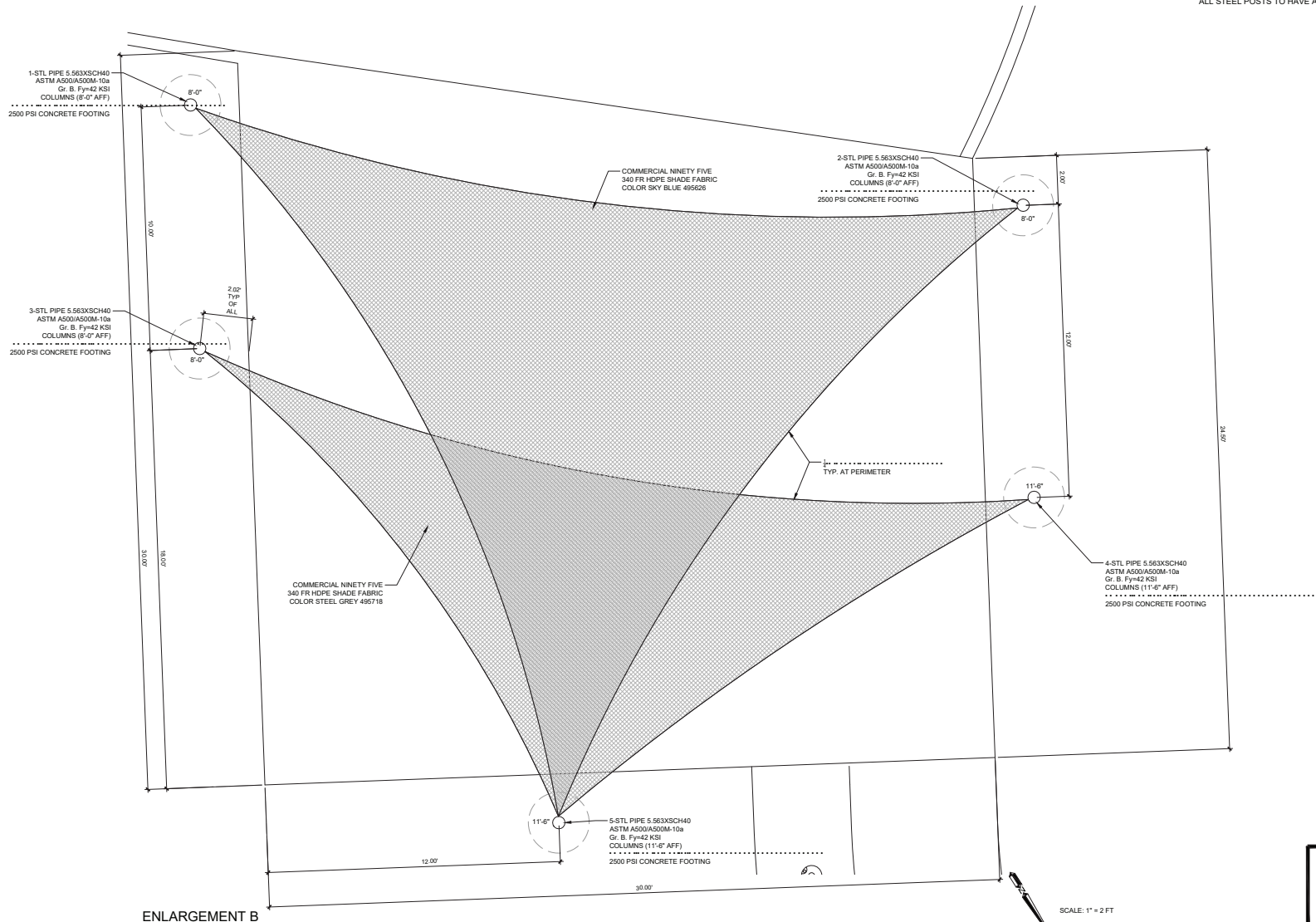
CITY SPECIFICATION NO:
200526-01

SHEET DES:
SL-4

SHEET NO:

21 OF 31

NOTE:
ALL STEEL POSTS TO HAVE A WELDED CAP TO MATCH.



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS		APPROVAL	
	DESCRIPTION	BY	DATE	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

09A AND 09B REGISTERED PROFESSIONAL ENGINEERS
 LANDSCAPE ARCHITECTURE
 MICHAEL S. HOFFMEYER
 MICHAEL S. HOFFMEYER
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 95070
 www.mshoffmeyer.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION**

SITE DETAILS & NOTES

PROJECT FILE: _____ SHEET TITLE: _____

DESIGNED BY: **SLB**

DRAWN BY: **MCC**

CHECKED BY: **EAS**

APPROVED BY: _____

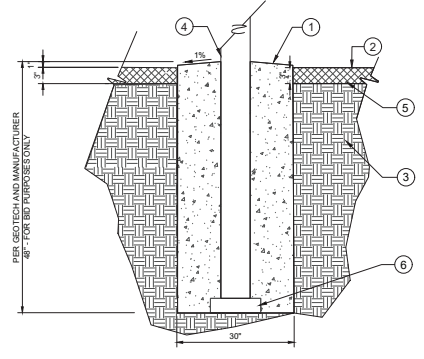
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CITY SPECIFICATION NO: 200526-01

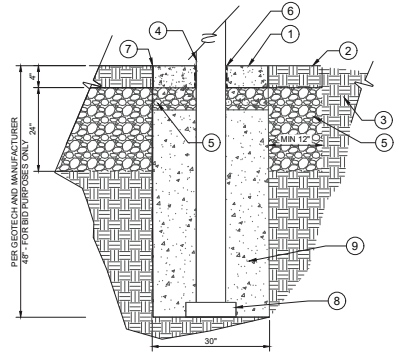
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SHEET NO: _____

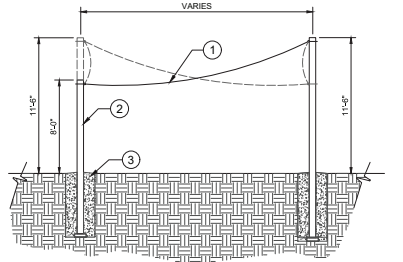
22 OF 31



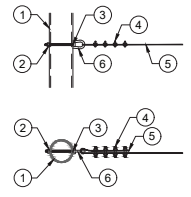
1 SHADE SAIL FOOTING IN MULCH
 1" = 1'-0"
 321313.13-21



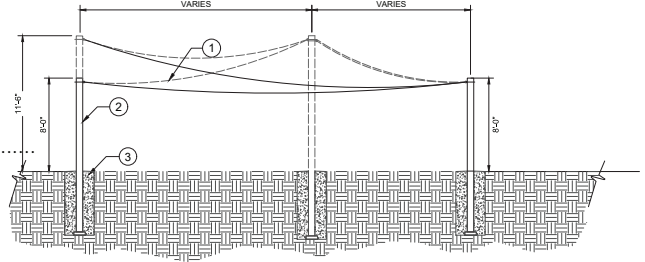
2 SHADE SAIL FOOTING IN CONCRETE
 1" = 1'-0"
 321313.13-22



3 RECTANGULAR SHADE SAIL ELEVATION
 1" = 1'-0"
 321313.13-23



4 SHADE SAIL ATTACHMENT
 1" = 1'-0"
 321313.13-24



5 TRIANGULAR SHADE SAIL ELEVATION
 1" = 1'-0"
 323025-04

- LEGEND:**
- ① FC-2500 PSI CONCRETE SHALLOW FOOTING, MIN. 1% SLOPE
 - ② FINISH GRADE
 - ③ COMPACTED SUBGRADE PER SOILS ENGINEER'S REPORT
 - ④ STEEL SHADE SAIL POST WITH DARK GREEN POWDER COATING PER PLAN
 - ⑤ BARK MULCH, SEE PLANTING NOTES
 - ⑥ 3" DOBIE CONCRETE BLOCK

- NOTES:**
- A. BASE PREPARATION AND REINFORCING ARE SHOWN FOR BID PURPOSES ONLY. VERIFY REQUIREMENTS OF THE SOILS REPORT AND COMPLY.
 - B. FOOTING TO BE DESIGNED USING A MAX. ALLOWABLE BEARING CAPACITY OF 2000 PSI DEAD PLUS LIVE LOADS.
 - C. SEE LANDSCAPE LAYOUT PLAN FOR LOCATIONS.
 - D. FINAL DETAILING OF THE FOOTING SHALL BE PER THE SHADE SAIL MANUFACTURER.

- LEGEND:**
- ① CONCRETE PAVING
 - ② FINISH GRADE
 - ③ COMPACTED SUBGRADE PER SOILS ENGINEER'S REPORT
 - ④ STEEL SHADE SAIL POST WITH DARK GREEN POWDER COATING PER PLAN
 - ⑤ COMPACTED CLASS II BASE
 - ⑥ SIKAFLEX (OR EQUIVALENT) JOINT SEALANT
 - ⑦ EXPANSION JOINT
 - ⑧ 3" DOBIE CONCRETE BLOCK
 - ⑨ FC-2500 PSI CONCRETE SHALLOW FOOTING

- NOTES:**
- A. PAVING THICKNESS, BASE PREPARATION AND REINFORCING ARE SHOWN FOR BID PURPOSES ONLY. VERIFY REQUIREMENTS OF THE SOILS REPORT AND COMPLY.
 - B. FOOTING TO BE DESIGNED USING A MAX. ALLOWABLE BEARING CAPACITY OF 2000 PSI DEAD PLUS LIVE LOADS.
 - C. SEE LANDSCAPE LAYOUT PLAN FOR LOCATIONS.
 - D. FINAL DETAILING OF THE FOOTING SHALL BE PER THE SHADE SAIL MANUFACTURER.

- LEGEND:**
- ① POST PER PLAN
 - ② 1/2" x #325 LOCK WASHER
 - ③ 3/16" HOLE THROUGH
 - ④ CABLE CLAMPS
 - ⑤ CABLE AT PERIMETER PER PLAN
 - ⑥ 1/2" x (MIN 10 KIPS PROOF STRENGTH) BOLT

- LEGEND:**
- ① STEEL SHADE SAIL POST PER PLAN
 - ② STEEL SHADE SAIL POST PER PLAN
 - ③ FOOTINGS, SEE DETAIL THIS SHEET

SECTION 3105 AWNINGS AND CANOPIES NOTES:

1. 3105.1 GENERAL. AWNINGS OR CANOPIES SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND OTHER APPLICABLE SECTIONS OF THIS CODE.
2. 3105.2 DEFINITION. THE FOLLOWING TERM SHALL, FOR THE PURPOSES OF THIS SECTION AND AS USED ELSEWHERE IN THIS CODE, HAVE THE MEANING SHOWN HEREIN.
3. 3105.3 DESIGN AND CONSTRUCTION. AWNINGS AND CANOPIES SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND WIND OR OTHER LATERAL LOADS AND LIVE LOADS AS REQUIRED BY CHAPTER 16 WITH DUE ALLOWANCE FOR SHAPE. OPEN CONSTRUCTION AND SIMILAR FEATURES THAT RELIEVE THE PRESSURES OR LOADS. STRUCTURAL MEMBERS SHALL BE PROTECTED TO PREVENT DETEIORATION. AWNINGS SHALL HAVE FRAMES OF NONCOMBUSTIBLE MATERIAL, FIRE-RETARDANT-TREATED WOOD, WOOD OF TYPE IV SIZE, OR 1-HOUR CONSTRUCTION WITH COMBUSTIBLE OR NONCOMBUSTIBLE COVERS AND SHALL BE EITHER FIXED, RETRACTABLE, FOLDING OR COLLAPSIBLE.
4. 3105.4 CANOPY MATERIALS. CANOPIES SHALL BE CONSTRUCTED OF A RIGID FRAMEWORK WITH AN APPROVED COVERING THAT MEETS THE FIRE PROPAGATION PERFORMANCE CRITERIA OF NFPA 701 OR HAS A FLAME SPREAD INDEX NOT GREATER THAN 25 WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723. ALL FABRICS AND ALL INTERIOR DECORATIVE FABRICS OR MATERIALS SHALL BE FLAME RESISTANT IN ACCORDANCE WITH APPROPRIATE STANDARDS SET FORTH IN CCR, TITLE 19, DIVISION 1, CHAPTER 8. TOPS AND SIDEWALLS SHALL BE MADE EITHER FROM FABRIC WHICH HAS BEEN FLAME RESISTANT TREATED WITH AN APPROVED EXTERIOR CHEMICAL PROCESS BY AN APPROVED APPLICATION CONCERN, OR FROM INHERENTLY FLAME RESISTANT FABRIC APPROVED AND LISTED BY THE STATE FIRE MARSHAL (SEE CCR, TITLE 19, DIVISION 1, CHAPTER 8).
5. 3202.2.3 AWNINGS. THE VERTICAL CLEARANCE FROM THE PUBLIC RIGHT-OF-WAY TO THE LOWEST PART OF ANY WAWING, INCLUDING VALANCES, SHALL BE 7 FEET (2134 MM) MINIMUM.

GENERAL NOTES:

1. ALL AWNINGS AND CANOPIES SHALL CONFORM TO SECTION 3105.
2. ALL FOOTING AND MEMBER SIZING FOR SHADE SAILS ARE PER MANUFACTURER AND STRUCTURAL ENGINEER CALCULATIONS.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO OWNER REP AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO FABRICATION.
4. ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF LOCAL BUILDING CODE OR THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE, WHICHEVER IS MORE STRICT.
5. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, NOTES, AND SPECIFICATIONS AT JOB SITE AND SHALL REPORT ANY ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO BID AND START WORK TO PROJECT ARCHITECT AND/OR ENGINEERS.
6. DETAILS OF CONSTRUCTION NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAILS SHOWN FOR SIMILAR CONDITIONS AND MATERIALS.
7. ALL WELDING DONE AT CERTIFIED WELDING MANUFACTURER.
8. IF CERTAIN INFORMATION IS NOTED ON THE PLANS OR ONLY IN THE SPECIFICATIONS, THEN THAT INFORMATION WILL BE AS VALID AS IF NOTED ON BOTH PLANS AND SPECIFICATIONS.
9. DO NOT SCALE DRAWINGS. NOTED SCALES ARE FOR GENERAL REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE JOB SITE AND SHALL NOT RELY SOLELY ON SCALING FOR BIDDING PURPOSES. VERIFY ALL NOTED SCALES MATCH FIELD CONDITIONS PRIOR TO PROCEEDING. NOTED DIMENSIONS SHALL TAKE PRECEDENCE, IF DISCREPANCIES EXIST, LARGE SCALE DETAILS GOVERN OVER SMALL.

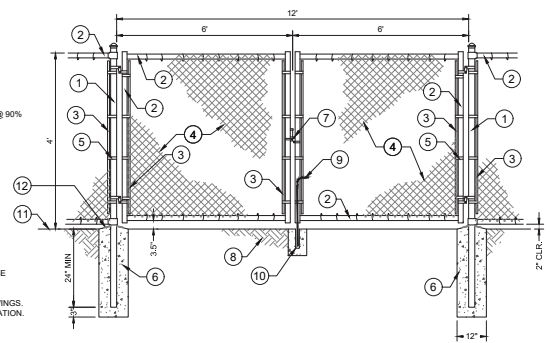
10. DIMENSIONS ARE SHOWN TO FINISH FACE, COLUMN, GRID, AND FACE OF CONCRETE MASONRY WALLS, UNLESS OTHERWISE NOTED.

SCALE: HORIZ AS SHOWN
 VERT AS SHOWN

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

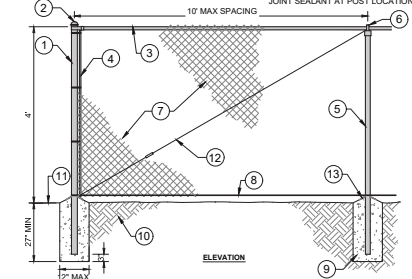
LEGEND:

- ① 3" GALV. GATE POST
 - ② 2" TOP & BOTTOM RAILS
 - ③ TENSION BARS
 - ④ CHAIN LINK FABRIC
 - ⑤ TENSION BAR STRAPS
 - ⑥ CONCRETE FOOTING, COMPACT BELOW @ 90% GRAVEL
 - ⑦ LATCH ASSEMBLY
 - ⑧ SUBGRADE
 - ⑨ CANE BOLT
 - ⑩ CANE BOLT SLEEVE
 - ⑪ FINISH GRADE OR SURFACE
 - ⑫ ADD SIKAFLEX (OR EQUIVALENT) JOINT SEALANT AT POST LOCATIONS
- NOTES:**
 A. CITY WILL PROVIDE LOCK.
 B. ALL METAL FENCE COMPONENTS SHALL BE GALVANIZED STEEL WITH BLACK VINYL COATING.
 C. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS.
 D. SEE SPECIFICATIONS FOR MORE INFORMATION.



LEGEND:

- ① 2-1/2" DIA. END POST
- ② END CAP
- ③ 2" DIA. TOP RAIL
- ④ TENSION BAR
- ⑤ 2" DIA. FENCE POST
- ⑥ RAIL-THRU TOP CAP
- ⑦ CHAIN LINK FABRIC
- ⑧ BOTTOM TENSION WIRE
- ⑨ CONCRETE FOOTING
- ⑩ COMPACTED SUBGRADE
- ⑪ FINISH GRADE
- ⑫ 3/8" STEEL TENSION ROD W/ TIGHTENER AT ALL CORNERS
- ⑬ ADD SIKAFLEX (OR EQUIVALENT) JOINT SEALANT AT POST LOCATIONS



HARDSCAPE NOTES:

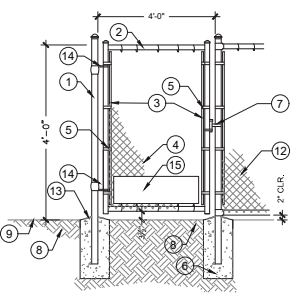
1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR FENCES, GATES, HARDWARE, & ASSEMBLIES.
2. ALL METAL FENCE COMPONENTS SHALL BE GALVANIZED STEEL WITH BLACK VINYL COATING.
3. COMPACT SURFACE BELOW FOOTINGS TO 90% RELATIVE COMPACTION.

1 4' CHAIN-LINK MAINTENANCE GATE
 1/2" = 1'-0"

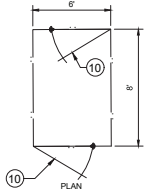
323113-24

LEGEND:

- ① 2-1/2" GALV. GATE POST
- ② 2" TOP & BOTTOM RAILS
- ③ TENSION BARS
- ④ CHAIN LINK FABRIC
- ⑤ TENSION BAR STRAPS
- ⑥ CONCRETE FOOTING
- ⑦ LOCINOX GATE LOCK/LATCH, SEE SPECIFICATIONS
- ⑧ 90% COMPACTED SUBGRADE OR PAVEMENT
- ⑨ FINISH GRADE OR SURFACE
- ⑩ GATE
- ⑪ SEE DETAIL FOR CHAINLINK FENCE
- ⑫ ADD SIKAFLEX (OR EQUIVALENT) GROUT
- ⑬ TIGER COMPACT HINGE, SEE SPECIFICATIONS
- ⑭ 10" GALVANIZED STEEL KICK PLATE, SEE SPECIFICATIONS



- NOTES:**
 A. ALL FENCE MATERIAL SHALL BE GALV. STEEL WITH BLACK VINYL COATING.
 B. SEE LANDSCAPE LAYOUT PLAN FOR LAYOUT.
 C. CONTRACTOR TO SUBMIT SHOP DRAWINGS.
 D. SEE SPECIFICATIONS FOR MORE INFORMATION.



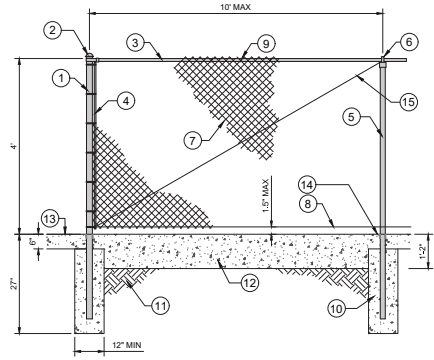
3 DOG PARK DOUBLE ENTRY GATE
 1/2" = 1'-0"

323113-29

LEGEND:

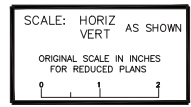
- ① 2-1/2" DIA. CORNER & END POST
- ② END CAP AND BRACE BAND
- ③ 1-5/8" DIAMETER TOP RAIL
- ④ TENSION BAR
- ⑤ 2" DIAMETER FENCE POST
- ⑥ RAIL-THRU TOP CAP
- ⑦ CHAIN LINK FABRIC
- ⑧ BOTTOM TENSION WIRE
- ⑨ HOG TIES AT 12" O.C.
- ⑩ CONCRETE FOOTING, SEE 8" CONCRETE CURB DETAIL, THIS PAGE
- ⑪ COMPACTED SUBGRADE
- ⑫ CONCRETE CURB SEE DETAIL 4220, SHEET C-6.0
- ⑬ FINISH GRADE
- ⑭ ADD SIKAFLEX (OR EQUIVALENT) JOINT SEALANT AT POST LOCATIONS
- ⑮ 3/8" STEEL TENSION ROD W/ TIGHTENER AT ALL CORNERS

- NOTES:**
 A. ALL FENCE MATERIAL SHALL BE GALVANIZED STEEL WITH BLACK VINYL COATING.
 B. SEE LANDSCAPE LAYOUT PLAN FOR LOCATIONS.
 C. CONTRACTOR TO SUBMIT SHOP DRAWINGS.
 D. SEE SPECIFICATIONS FOR MORE INFORMATION.



4 4' CHAIN-LINK FENCE WITH CONCRETE CURB
 1/2" = 1'-0"

323113-25



PROJECT ENGINEER

PLANS APPROVAL DATE

ORANGE COUNTY REGISTERED LANDSCAPE ARCHITECT
 LIC. # 44888
 DAN JONES
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 95070
 www.danjoness.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION
 SITE DETAILS & NOTES**

PROJECT TITLE:
 SHEET TITLE:

DESIGNED BY: SLB
 DRAWN BY: MCC
 CHECKED BY: EAS
 APPROVED BY:
 DATE: 12/21/2023
 CITY SPECIFICATION NO. 200526-01

SHEET DES: **SD-2**
 SHEET NO.:

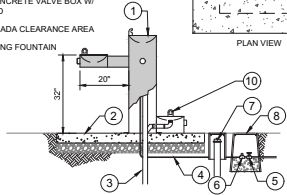
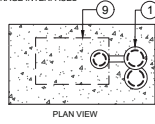
23 OF 31

LEGEND:

- ① DRINKING FOUNTAIN, SEE MANUFACTURER SPECIFICATIONS
- ② CONCRETE PAVING
- ③ PVC DRAIN LINE, SEE CIVIL PLANS
- ④ WATER SUPPLY, SEE CIVIL PLANS
- ⑤ 1" BRASS GATE VALVE, SEE SPECIFICATIONS
- ⑥ 1" TEE W/ PLUG FOR DRAIN DOWN
- ⑦ 6" ROUND PVC CLEANOUT IN BOX
- ⑧ 12" X 18" CONCRETE VALVE BOX W/ LOCKING LID
- ⑨ 30"W x 18"D ADA CLEARANCE AREA
- ⑩ DOG DRINKING FOUNTAIN

NOTES:

- A. INSTALL PER MANUFACTURER'S HARDWARE INSTRUCTIONS.
- B. SEE LANDSCAPE LAYOUT PLAN FOR LOCATIONS
- C. SEE CIVIL PLANS FOR UTILITY AND DRAINAGE INTERFACES

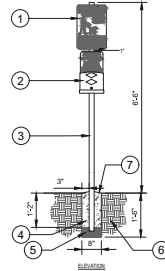
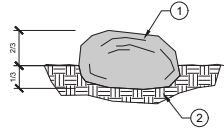


LEGEND:

- ① EXISTING BOULDERS FROM SITE
- ② COMPACTED SUBGRADE

NOTES:

- A. DEPRESS BOULDER MASS $\frac{1}{2}$ TO $\frac{1}{4}$ BELOW GRADE AS SHOWN.
- B. SEE LANDSCAPE LAYOUT PLAN FOR LOCATIONS.
- C. BOULDER GROUPINGS SHALL BE VARYING SIZES.
- D. BOULDERS TO BE SELECTED & COORDINATED WITH CITY REPRESENTATIVE IN THE FIELD.



LEGEND:

- ① EXISTING PET SIGN
- ② 1.75" x 2" 14 GAUGE QUICK PUNCH POST
- ③ P.C. CONCRETE
- ④ AGGREGATE BASE
- ⑤ NATIVE SOIL
- ⑥ PITCH SURFACE TO DRAIN

① DRINKING FOUNTAIN & DOG WATER STATION
1/2" = 1'-0" 131213-09

② EXISTING LANDSCAPE BOULDERS
NTS 323020-04

③ RELOCATED PET STATION
1/2" = 1'-0" 129323-13

SECTION

GENERAL NOTES:

- A. $\frac{1}{2}$ " Full expansion joints at 20' intervals, at change in direction, at beginning/ends of curves, and where more strip abuts other structures.

INSTALLATION NOTES:

- ① Class 3 Concrete, light broom finish. No color unless specified in contract documents.
- ② #4 Reinforcing bar continuous at center. 18" overlap at splice.
- ③ Class 3 base. No recycled AC base allowed.

REVISIONS	BY	APP	DATE
New Standard	BE	EL	5-12
Drafting edit	JDK	AMY	10-12

CONCRETE EDGING

STANDARD CURRENT AS OF: AUGUST 2020

8710

SCALE: HORIZ AS SHOWN
VERT AS SHOWN

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS



PROJECT ENGINEER

PLANS APPROVAL DATE

DATE AND TIME OF PLAN APPROVAL:
 PROJECT ENGINEER: DAN JONES
 PROFESSIONAL ENGINEER
 PUBLIC WORKS/CONSTRUCTION
 WATER RESOURCES
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 95071
 805-438-1000
 www.danjonese.com



**LAGUNA LAKE DOG PARK
REVITALIZATION**

SITE DETAILS & NOTES

PROJECT TITLE:

SHEET TITLE:

DESIGNED BY:

SLB

DRAWN BY:

MCC

CHECKED BY:

EAS

APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO:

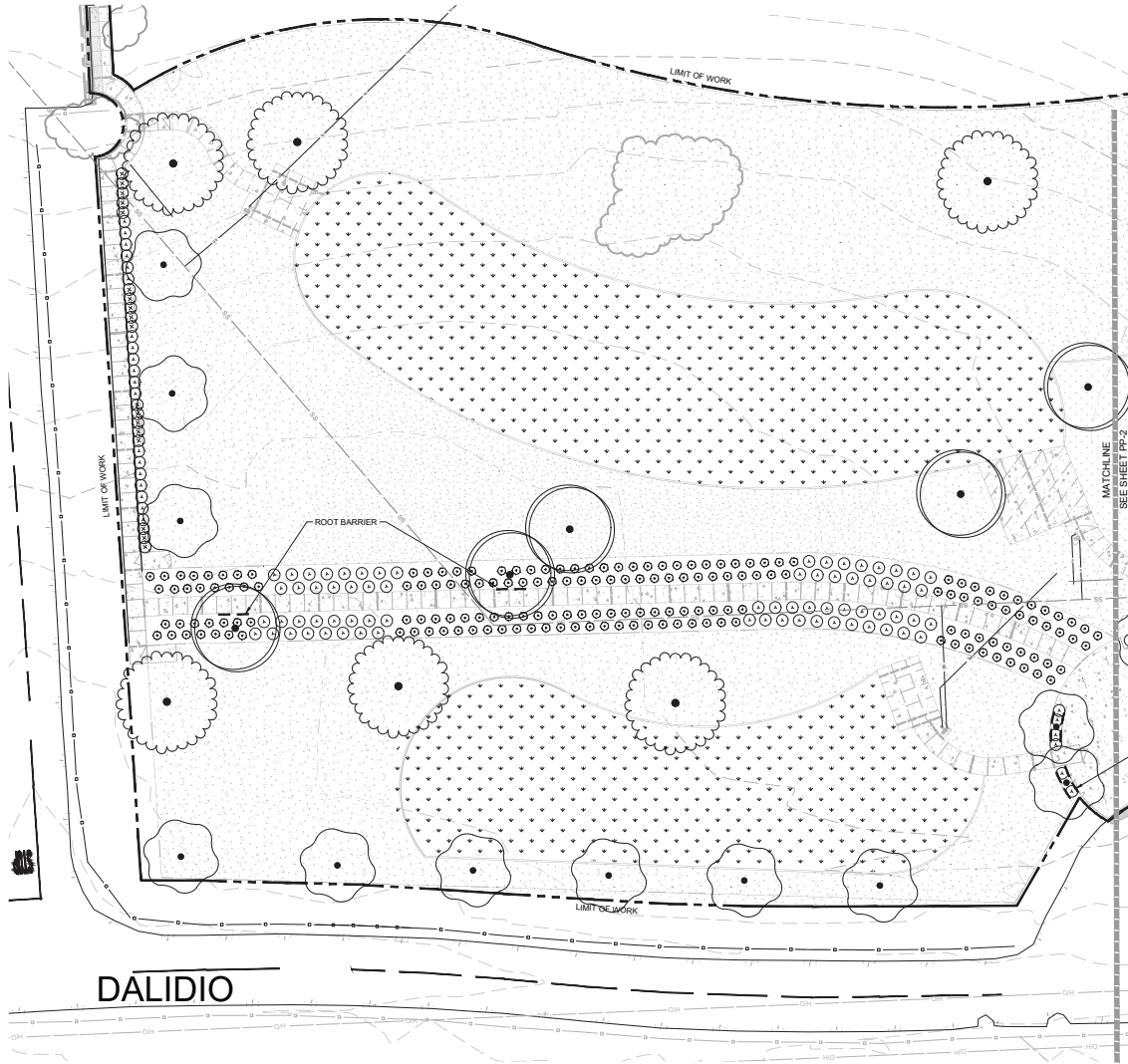
200526-01

SHEET DES:

SD-3

SHEET NO:

24 OF 31



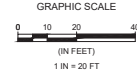
DALIDIO

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ALNUS RHOMBIFOLIA / WHITE ALDER	24"BOX	8
	CUPRESSUS MACROCARPA / MONTEREY CYPRESS	24"BOX	5
	PLATANUS RACEMOSA / CALIFORNIA SYCAMORE MULTI-TRUNK	24"BOX	2
	QUERCUS AGRIFOLIA / COAST LIVE OAK	24"BOX	10
	X CHITALPA TASHKENTENSIS / CHITALPA	24"BOX	13
SHRUBS			
	ARCTOSTAPHYLOS X 'PACIFIC MIST' / PACIFIC MIST MANZANITA	5 GAL	18
	HETEROMELES ARBUTIFOLIA / TOYON	15 GAL	9
	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL	26
	LEYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE GIANT WILD RYE	1 GAL	100
	MYRICA CALIFORNICA / PACIFIC WAX MYRTLE	15 GAL	3
GROUND COVERS			
	BARK MULCH	NA	52,058 SF
	PEA GRAVEL	NA	11,935 SF
	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	NA	25,889 SF
	ROOT BARRIER		

NOTES:

1. QUANTITIES SHOWN ARE FOR ENTIRE PROJECT.



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

CH, ARCH, AND LANDSCAPE ARCHITECTS
 10000 WILSON AVENUE, SUITE 100
 LAGUNA HILLS, CA 92653
 PHONE: (949) 261-1111
 WWW.BORSTLEMAN.COM

 610 CLAYTON COURT
 SAN LUIS OBISPO, CA 95071
 (805) 471-1111
 WWW.BORSTLEMAN.COM

**LAGUNA LAKE DOG PARK
REVITALIZATION
PLANTING PLAN**

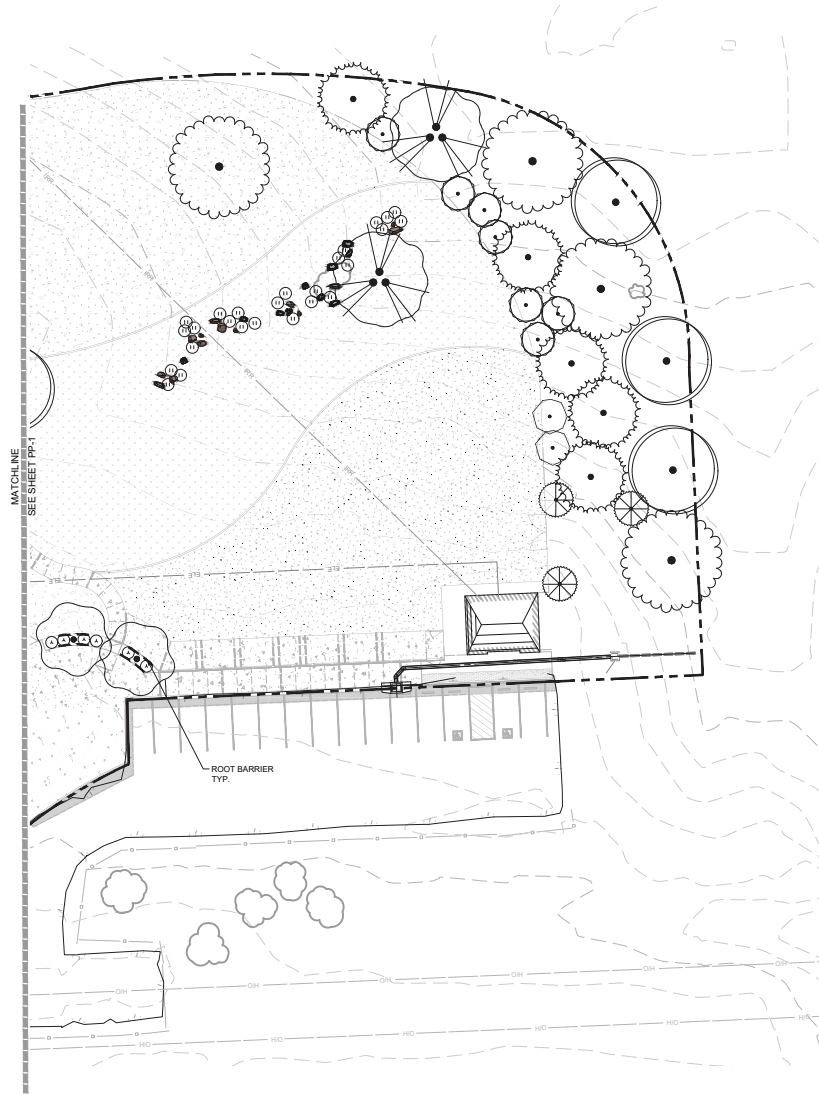
PROJECT TITLE: LAGUNA LAKE DOG PARK REVITALIZATION
SHEET TITLE: PLANTING PLAN

DESIGNED BY: SLB
DRAWN BY: MCC
CHECKED BY: EAS
APPROVED BY: [Signature]

DATE: 12/21/2023
CITY SPECIFICATION NO: 200526-01

SHEET DES: **PP-1**

SHEET NO: **25 OF 31**

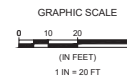


PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ALNUS RHOMBIFOLIA / WHITE ALDER	24"BOX	8
	CUPRESSUS MACROCARPA / MONTEREY CYPRESS	24"BOX	5
	PLATANUS RACEMOSA / CALIFORNIA SYCAMORE MULTI-TRUNK	24"BOX	2
	QUERCUS AGRIFOLIA / COAST LIVE OAK	24"BOX	10
	X CHITALPA TASHKENTENSIS / CHITALPA	24"BOX	13
SHRUBS			
	ARCTOSTAPHYLOS X 'PACIFIC MIST' / PACIFIC MIST MANZANITA	5 GAL	18
	HETEROMELES ARBUTIFOLIA / TOYON	15 GAL	9
	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL	26
	LEYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE GIANT WILD RYE	1 GAL	100
	MYRICA CALIFORNICA / PACIFIC WAX MYRTLE	15 GAL	3
GROUND COVERS			
	BARK MULCH	NA	52,056 SF
	PEA GRAVEL	NA	11,935 SF
	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	NA	25,889 SF
	ROOT BARRIER		

NOTES:

1. QUANTITIES SHOWN ARE FOR ENTIRE PROJECT.



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL
	DESCRIPTION	DESIGN APPROVAL CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

04/18/2023
 DAN CLIFTON
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 95071
 www.danclifton.com



**LAGUNA LAKE DOG PARK
 REVITALIZATION
 PLANTING PLAN**

PROJECT TITLE:
 SHEET TITLE:

DESIGNED BY: SLB
 DRAWN BY: MCC
 CHECKED BY: EAS
 APPROVED BY:

DATE: 12/21/2023
 CITY SPECIFICATION NO: 200526-01

SHEET DES: **PP-2**

SHEET NO:
26 OF 31



PROJECT ENGINEER

PLANS APPROVAL DATE

OKLAHOMA TRANSPORTATION DEPARTMENT
 DESIGNATED PROFESSIONAL ENGINEER
 PROFESSIONAL EXPERIENCE
 FIELD PHOTO DOCUMENTATION
 WATER RESOURCES
 612 CLARION COURT
 SALLABURG, OKLAHOMA 73162
 www.danjonesspe.com



PROJECT ENGINEER

LAGUNA LAKE DOG PARK
 REVITALIZATION
 PLANTING DETAILS & NOTES

PROJECT TITLE
 SHEET TITLE

DESIGNED BY: SLB

DRAWN BY: MCC

CHECKED BY: EAS

APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO. 2005-24-01

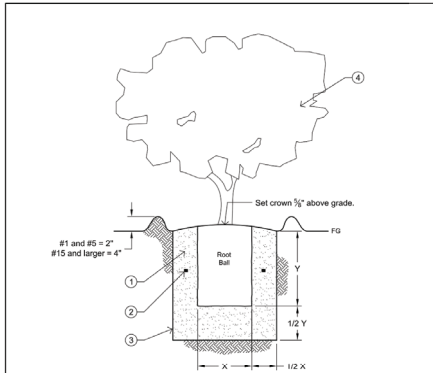
SHEET DES: PD-1

SHEET NO.

27 OF 31

PLANTING NOTES:

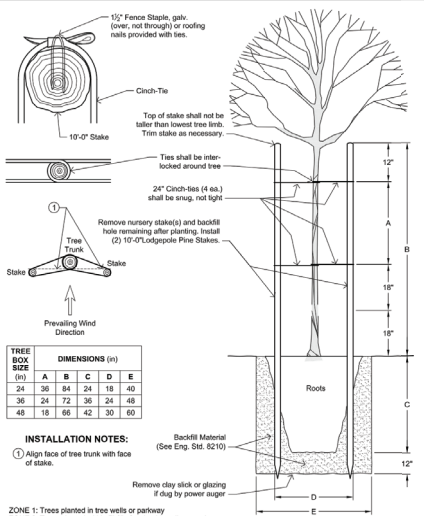
- REFER TO PLANTING PLANS, PLAN NOTES, SPECIFICATIONS, PLANT LEGEND, AND PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION. REFER TO IRRIGATION PLANS, NOTES, SPECIFICATIONS, AND DETAILS FOR RELATED LANDSCAPE WORK.
- NOTIFY OWNER'S REPRESENTATIVE (REP) 48 HOURS MINIMUM PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULE.
- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE OF FIELD CONDITIONS THAT VARY FROM THOSE SHOWN ON DRAWINGS AND MAKE CORRECTIONS AND DIRECTIONS BEFORE PROCEEDING WITH WORK. ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY CORRECTIONS DUE TO FAILURE TO REPORT KNOWN DISCREPANCIES.
- LOCATE AND MARK ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT. PROTECT FROM DAMAGE ALL UTILITIES, AREAS AND STRUCTURES IN AND AROUND LANDSCAPE WORK AREAS. ASSUME FULL RESPONSIBILITY AND EXPENSE FOR REPAIR AND REPLACEMENT OF DAMAGES CAUSED BY CONTRACTOR.
- LOCATION OF NON-LANDSCAPE CONSTRUCTION ELEMENTS SUCH AS LIGHTS, SIGNS, VENTS, HYDRANTS, TRANSFORMERS, AND OTHER STRUCTURES OR ELEMENTS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY FIELD CONDITIONS WHETHER SHOWN HEREON OR NOT. WHEN SHOWN ITEMS DO NOT CORRESPOND TO FIELD CONDITIONS, REPORT DISCREPANCIES TO OWNER'S REP. FOR CLARIFICATIONS AND INSTRUCTIONS PRIOR TO PROCEEDING WITH WORK.
- PLANTING ACCESSORIES & MATERIAL:
 - TREE TIE: CINCH TIE, BY V.I.T. PRODUCTS, 800-729-1314.
 - FERTILIZER TABLETS: AGRIFORM (OR APPROVED EQUAL) 20-10-5, THREE 20-GRAM TABLETS FOR 15 GALLON OR LARGER SIZE TREES, TWO 10-GRAM TABLETS FOR 5 GALLON SIZE PLANTS, ONE 10-GRAM TABLET FOR 1 GALLON SIZE.
 - ROOT BARRIER: 18" DEEP X 24" INJECTION MOLDED CO-POLYMER POLYPROPYLENE ROOT BARRIER PANELS.
 - TOPSOIL (BACKFILL MIX): 60-70% LOAM TOPSOIL THOROUGHLY MIXED WITH 30-40% FULLY COMPOSTED ORGANIC MATERIAL.
 - MULCH: CONIFEROUS BARK MULCH AS SHOWN ON PLAN AND AT SHRUB ONLY LOCATIONS WHERE NO COARSE GRAVEL OR RIVER COBBLE IS SHOWN. SUBMIT SAMPLE FOR APPROVAL.
- PROVIDE AGRONOMIC SOIL TEST PER SPECIFICATIONS.
- BACKFILL MIX: PREPARE IN ACCORDANCE TO SOIL TEST REPORT'S RECOMMENDATIONS, ADDING AMENDMENTS, FERTILIZER, AND OTHER MATERIAL AS REQUIRED TO SITE SOIL.
- ADD FERTILIZER AND AMENDMENTS TO THE SITE SOIL PER SOIL TEST REPORT RECOMMENDATIONS FOR PLANTING WORK.
- PRE-PLANTING PREPARATION:
 - PROCEED WITH PLANTING WORK ONLY AFTER IRRIGATION WORK IS COMPLETED, TESTED, AND APPROVED BY OWNER'S REP. PROTECT IRRIGATION SYSTEM FROM DAMAGE.
 - REMOVE ALL ROCKS GREATER THAN 1" DIAMETER AND ALL DEBRIS AND DELETERIOUS MATERIAL FROM PLANTING AREAS.
- PLANTS: ALL PLANTS OF THE SAME SPECIES/CULTIVAR/VARIETY SHALL HAVE MATCHING FORM, FLOWER COLOR, AND SIZE, IN HEALTHY AND THRIVING CONDITION, FREE FROM INJURIES, DISEASES, PESTS AND ROOT-BOUND OR GIRDLING ROOTS. REPLACE REJECTED PLANTS WITH MATCHING SPECIES, SIZE AND FORM.
- PLANTING:
 - IRRIGATE PLANTING AREAS TO BRING TOP 6" OF SOIL TO FIELD CAPACITY. ALLOW SOIL TO DRAIN. DO NOT WORK SOIL UNTIL IT RETURNS TO A MOST FRAGILE CONDITION. TREE EXCAVATIONS MAY REQUIRE ADDITIONAL IRRIGATION. FLOOD TREE PITS AS REQUIRED TO MOISTEN SUBGRADE.
 - PLACE PLANTS IN THEIR CONTAINERS AT THE LOCATIONS PER PLANS FOR APPROVAL. BY OWNER'S REP. MAKE MINOR ADJUSTMENTS AS REQUIRED BY FIELD CONDITIONS AND TO ALLOW OPTIMAL IRRIGATION COVERAGE.
 - PLANT QUANTITIES GIVEN ON PLANT LEGEND ARE FOR GENERAL GUIDANCE ONLY. PROVIDE THE SPECIFIED PLANT SPECIES IN THE QUANTITIES AT THE REQUIRED SPACING TO ACHIEVE THE DESIGN EFFECT/INTENT SHOWN ON THE PLANS.
 - FOR TREES WITHIN 6' FEET OF PAVEMENT AND SLAB FOUNDATIONS, PRIOR TO TREE PLACEMENT, INSTALL ROOT BARRIER PANELS ALL AROUND THE PLANT PIT PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND DETAIL 2, THIS SHEET.
 - PLANT TREES AND SHRUBS AS SHOWN ON DETAILS.
 - INSTALL 3" DEEP CONIFEROUS BARK MULCH TO COVER BARE SOIL AROUND TREES & SHRUBS. KEEP MULCH 1" AWAY FROM SHRUB TRUNKS, 6" AWAY FROM TREE TRUNKS. DO NOT INSTALL CONIFEROUS BARK MULCH WHERE MINERAL MULCHES (PEA GRAVEL) OCCUR.
 - INSTALL 2" DEEP PEA GRAVEL WHERE SHOWN ON PLANS.
- 90 DAY MAINTENANCE PERIOD: MAINTAIN PLANTINGS IN THRIVING CONDITION USING ACCEPTED INDUSTRY PRACTICES FOR WATERING, FERTILIZING, AND PRUNING. DO NOT MOW BIOFILTRATION SOIL. MAINTAIN TREE STAKES IN PROPER POSITIONS. REMOVE TREE STAKES AT END OF MAINTENANCE PERIOD. REPLACE PLANTS THAT DIE OR FAIL TO ESTABLISH IN THRIVING CONDITION WITH SPECIES, SIZE AND FORM MATCHING OTHERS ON SITE. REPAIR OR REPLACE BROKEN IRRIGATION COMPONENTS.
- WARRANTY: WARRANT PLANT MATERIAL AND IRRIGATION SYSTEM FOR ONE YEAR FROM END OF MAINTENANCE PERIOD. REPLACE DEAD OR DYING PLANTS AND BROKEN IRRIGATION COMPONENTS WITHIN THIS PERIOD.



- NOTES:**
- Backfill per Standard Specifications.
 - Fertilizer tablets per Standard Specifications. Place tablet halfway up root ball and approximately 1 inch from root tips, equally spaced around the root ball.
 - Plant pit to have vertical sides. Pit shall be twice the width of root ball or container and one and a half times the height of the root ball or container. Sides and bottom of plant pit are to be scarified to remove shined surfaces.
 - Place plant in pit so that it is plumb and straight with best side facing the most viewed angle.

REVISIONS	BY	APP	DATE
New Standard	EL	JZW	1-04
Revise Note 2, Add Notes 3 and 4	JCK	EL	5-12
Quantity note	JCK	MM	5-13
STANDARD CURRENT AS OF: AUGUST 2020			

SHRUB PLANTING

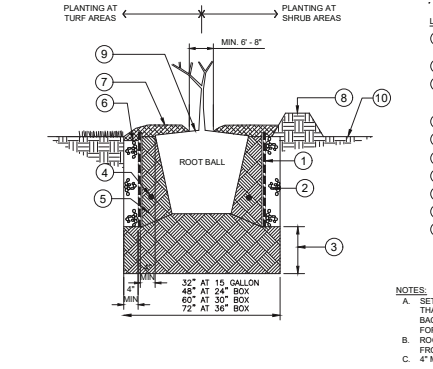


TREE BOX SIZE (in)	DIMENSIONS (in)				
	A	B	C	D	E
24	36	84	24	18	40
36	24	72	36	24	48
48	18	60	42	30	60

- INSTALLATION NOTES:**
- Align face of tree trunk with face of stake.
- Backfill Material (See Eng. Sit. 6210)
- Remove clay slick or glazing if dug by power auger
- ZONE 1:** Trees planted in tree wells or parkway
ZONE 2: Trees planted within 7' of curb, sidewalk, or paving

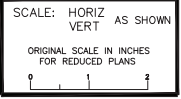
REVISIONS	BY	APP	DATE
Revised crossbrace	MM	MM	01-15
Revised Tube Length	MM	EL	11-09
Quantity note	JCK	MM	5-13
STANDARD CURRENT AS OF: AUGUST 2020			

TREE PLANTING and STAKING
 ZONES 1 and 2
 24" Box and Larger 1250

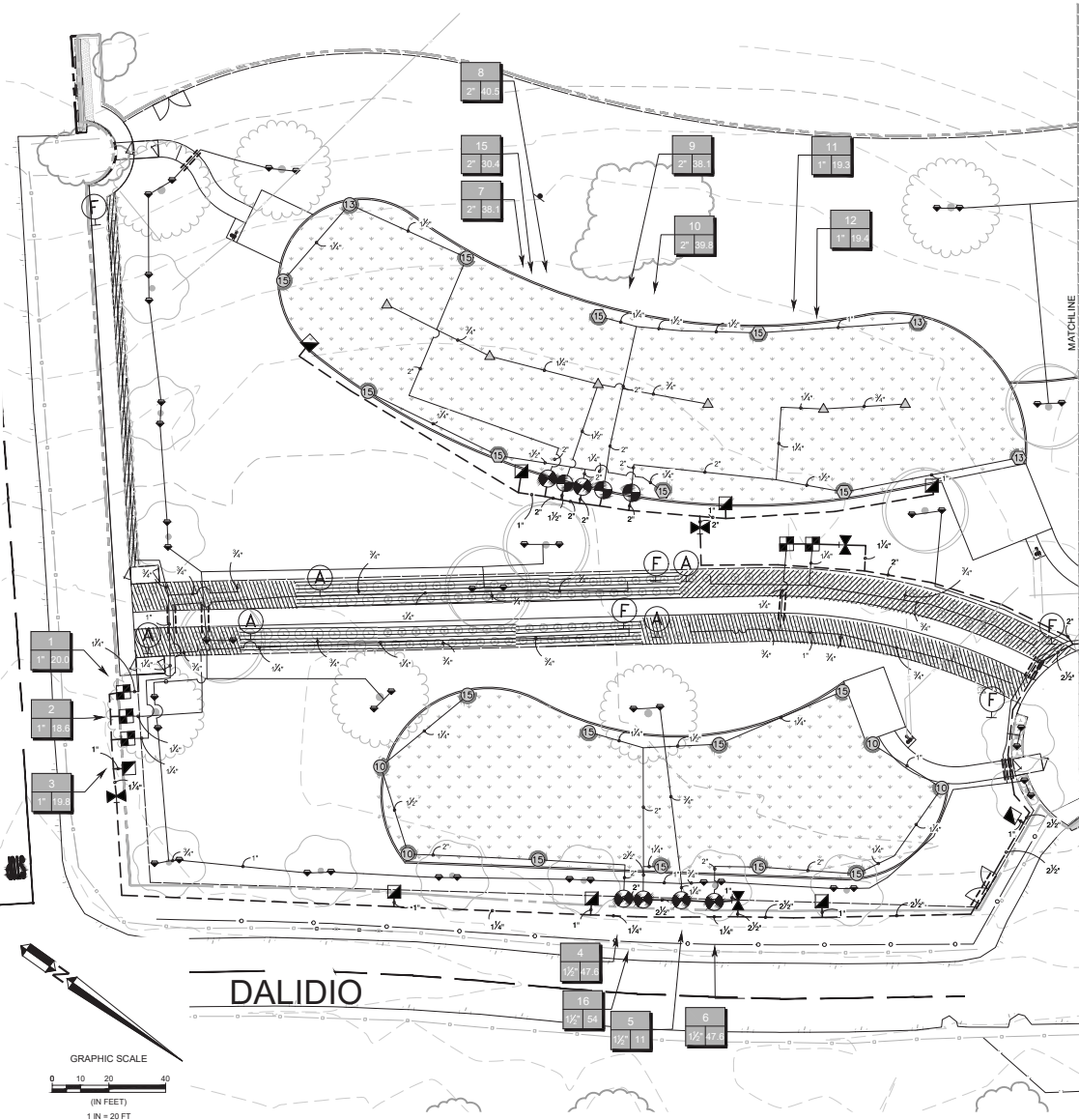


3 ROOT BARRIER TREE PLANTING ONLY
 SCALE = NTS 329343.19-37

- LEGEND:**
- 24" DEEP ROOT BARRIER SYSTEM, FACE ROOT GUIDING RIBS TOWARD ROOT BALL
 - 3/4" CRUSHED ROCK OUTSIDE OF BARRIER
 - EXCAVATE 12" OF SOIL BELOW ROOT BARRIER SYSTEM. REPLACE WITH FIRMLY COMPACTED AMENDED BACKFILL.
 - PLANT TABLETS. SEE PLANTING NOTES.
 - AMENDED BACKFILL, COMPACTED
 - RECESS 1" AT TURF TO ALLOW FOR MULCH
 - 3" THICK MULCH LAYER
 - 2" HIGH WATER WELL AT SHRUBS
 - KEEP MULCH 6 - 8" FROM BASE OF TREE
 - FINISHED GRADE
- NOTES:**
- SET ROOT BALL CROWN 1 1/2" HIGHER THAN FINISHED GRADE. SLOPE BACKFILL AWAY FROM ROOT BALL FOR POSITIVE DRAINAGE.
 - ROOT BARRIER TO BE PLACED MIN. 4" FROM ROOT BALL.
 - 4" MIN. GRAVEL BACKFILL REQUIRED.

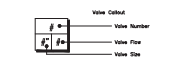


DATE	REVISIONS	APPROVAL	
		DESIGNER	CITY



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PR
1	HUNTER RZM-SLEEVE-18-CV-25 1" LONG RZM'S WITH FILTER FABRIC SLEEVE, 25 GPM OR 50 GPM BUBBLER OPTIONS, CHECK VALVE, 1/2" BRASS JOINT FOR CONNECTION TO 1/2" PIPE	76	30
2	HUNTER 140-SS-88 08 TURF ROTOR, 8IN, POP-UP, ADJUSTABLE TO FULL CIRCLE, DRUM CHECK VALVE, STAINLESS STEEL RISER, 1IN, FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	6	40 7.6 41"
3	HUNTER 140-SS-88 10 TURF ROTOR, 8IN, POP-UP, ADJUSTABLE TO FULL CIRCLE, DRUM CHECK VALVE, STAINLESS STEEL RISER, 1IN, FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	4	50 10.3 40"
4	HUNTER 140-SS-88 13 TURF ROTOR, 8IN, POP-UP, ADJUSTABLE TO FULL CIRCLE, DRUM CHECK VALVE, STAINLESS STEEL RISER, 1IN, FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	3	50 11.1 40"
5	HUNTER 140-SS-88 15 TURF ROTOR, 8IN, POP-UP, ADJUSTABLE TO FULL CIRCLE, DRUM CHECK VALVE, STAINLESS STEEL RISER, 1IN, FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	16	50 13.5 51"
6	RAIN BRD XCC-150LC25 HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES, 1-1/2IN. PEB GLOBE VALVE WITH SINGLE 1-1/2IN. PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER, FLOW RANGE: 15-60 GPM.	5	
7	RAIN BRD XCCZF-100PRP LOW FLOW, 2-1/2 GPM WITH 1IN, LOW FLOW VALVE VALVE AND 1IN PRESSURE REGULATING RBY FILTER AND 40PSI PRESSURE REGULATOR	1	
8	RAIN BRD MDCFCAP DRIPLINE FLUSH VALVE CAP W/ COMPRESSION FITTING COUPLER	6	
9	RAIN BRD ARV50 1/2IN. AIR RELEASE VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A 3IN. DRIP VALVE BOX (SEE 7X) EMITTER BOX, USE WITH INSTALLATION BELOW SOIL, THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THIS PREVENTING WATER HAMMER OR BLOCKAGE	6	
10	AREA TO RECEIVE DRIP EMITTERS		
11	RAIN BRD 80C-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS, FLOW RATES OF 0.5 GPH/SLEEVE, 1.0 GPH/BLACK, AND 2.0 GPH/RED, COMES WITH A SELF-PENETRATING BARB INLET X BARB OUTLET, WITH CHECK VALVE	2,837	S.F.
12	AREA TO RECEIVE DRIPLINE NET FLOW 0.25		
13	TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE, 0.9 GPH EMITTERS AT 1/2" D.C., DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 1MM	6,469	S.F.
14	HUNTER CV-4-FS (2) 1IN, 1-1/2IN, 2IN, AND 3IN PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE, WITH FILTER BENTRY.	10	
15	RAIN BRD 44LC (2) 1IN. BRASS QUICK-COUPLING VALVE WITH CORROSION-RESISTANT STAINLESS STEEL SPRING LOCKING THERMOPLASTIC RUBBER COVER, AND 3-PIECE BODY	13	
16	MAINLINE ISOLATION GATE VALVE NIBCO T-134 THREADED (2-1/2" - 8" SIZE), NIBCO T-113 (2" & SMALLER SIZES)	7	
17	BUCKNER SUPERIOR 3100-PRB-SPT 1-1/2" NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION, AVAILABLE IN 1/4", 1-1/4", 1-1/2", 2", 2-1/2" AND 3" WITH BRITISH THREAD. PRESSURE REGULATION FEATURE, OR APPROVED EQUAL, PROVIDE DC LATCHING SOLENOID AND DECODER FOR 2-WIRE OPERATION.	1	
18	CALSENSE CS3-16-WM GR-BUNDLE-2 CALSENSE CS3000 76-STATION CONTROLLER WITH THE WEATHER OPTION, MODEL CS3-WAIT, TO KEEP RECORD OF ACCUMULATED RAINFALL. CONTROLLER TO BE WITHIN A RIGID, LOCKABLE, MANDAL-PROOF STAINLESS STEEL WALL-MOUNT ENCLOSURE MOUNTED ON WALL INSIDE RESTROOM STORAGE AREA.	1	
19	CALSENSE RS-1 CALSENSE TRIPPING RAIN BUCKET WITH 2FT TWO WIRE CABLE, EXTENDABLE UP TO 1000FT WITH P1717D CABLE (NOT INCLUDED)	1	
20	CALSENSE FM-128 CALSENSE MIPPLER FLOW SENSOR, 1-1/4IN BRASS TIE-ADJUSTED, 3 GPM @ 41 GPM	1	
21	POINT OF CONNECTION TIE INTO EXISTING IRRIGATION MAINLINE	1	
22	IRRIGATION LATERAL LINE, PVC SCHEDULE 40	4,608	L.F.
23	IRRIGATION MAINLINE, PVC SCHEDULE 40	1,484	L.F.
24	PIPE SLEEVE, PVC CLASS 315 SDR 13.5 TYPICAL PIPE SLEEVES FOR IRRIGATION PIPE, PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLERS TO EASILY SLIDE THROUGH SLEEVING MATERIAL, EXTEND SLEEVES 12 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION	133.1	L.F.



SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS



PROJECT ENGINEER

PLANS APPROVAL DATE

612 CLAYTON COURT
SAN LUIS OBISPO, CA 95071
www.wallacegroup.com



**LAGUNA LAKE DOG PARK
REVITALIZATION
IRRIGATION PLAN**

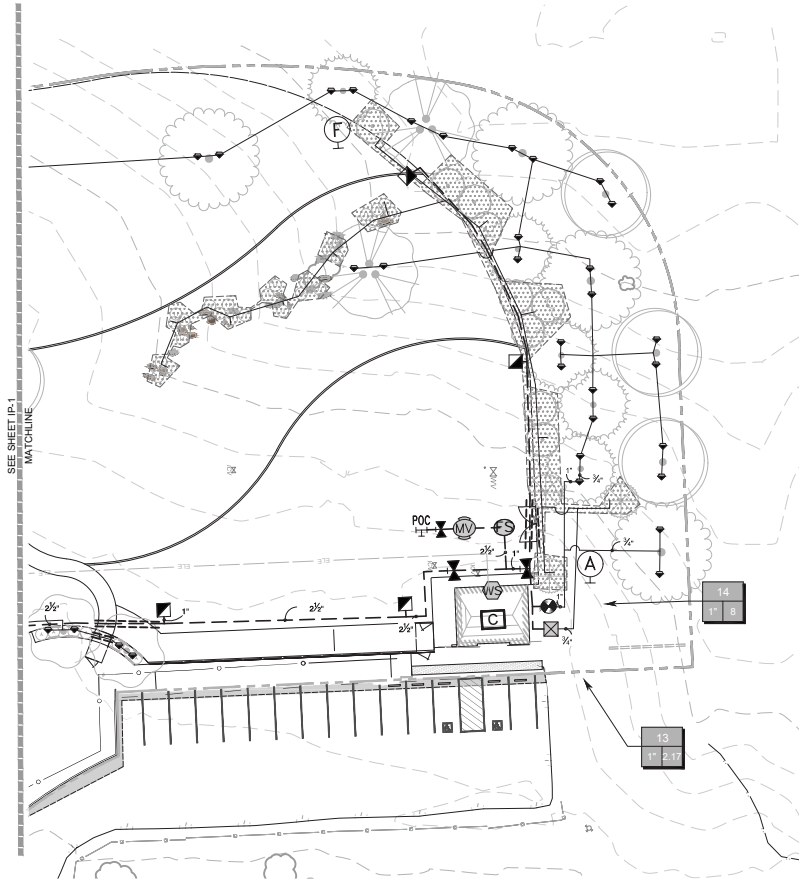
DESIGNED BY: SLB
DRAWN BY: MCC
CHECKED BY: EAS
APPROVED BY:

DATE: 12/21/2023
CITY SPECIFICATION NO: 200526-01

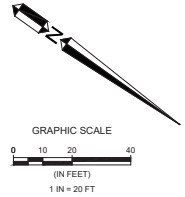
SHEET NO: IP-1

28 OF 31

DATE	REVISIONS	APPROVAL
		DESIGN APPROVAL
		CITY

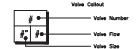


SEE SHEET IP-1
MATCHLINE



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	FIN
	HUNTER RZWL-SLEEVE-18-CV-25 1" LONG RZWL WITH FILTER FABRIC SLEEVE, 25 GPM OR 50 GPM BUBBLER OPTIONS, CHECK VALVE, 1/2" BRASS JOINT FOR CONNECTION TO 1/2" PIPE	76	30
	HUNTER LA-06-SS-46 08 TURF ROTOR, 6IN. POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	6	40 7.6 41"
	HUNTER LA-06-SS-46 10 TURF ROTOR, 6IN. POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	4	50 10.3 45"
	HUNTER LA-06-SS-46 13 TURF ROTOR, 6IN. POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	3	50 11.1 46"
	HUNTER LA-06-SS-46 15 TURF ROTOR, 6IN. POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, HIGH SPEED NOZZLE	16	50 13.5 51"
	RAIN BIRD XCC-150-LCS HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES, 1-1/2IN. PEB GLOBE VALVE WITH SINGLE 1-1/2IN. PRESSURE REGULATING SPRING QUICK-CHECK BASKET FILTER, FLOW RANGE: 15-60 GPM.	5	
	RAIN BIRD XCCZF-100-PRF LOW FLOW, 2-1/2 GPM WITH 1IN. LOW FLOW VALVE VALVE AND 1IN. PRESSURE REGULATING RBY FILTER AND 40PSI PRESSURE REGULATOR	1	
	RAIN BIRD MDCCFCAP DRIP LINE FLUSH VALVE CAP W/ COMPRESSION FITTING COUPLER	6	
	RAIN BIRD ARV50 1/2IN. AIR RELIEF VALVE, MADE OF QUALITY BRIST-PROOF MATERIALS, WITH A 6IN. DRIP VALVE BOX (SEE 7X) EMITTER BOX. USE WITH INSTALLATION BELOW SOIL. THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THUS PREVENTING WATER HAMMER OR BLOCKAGE	6	
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD 80C-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS, FLOW RATES OF 0.5 GPH@1.0 GPH@BLACK, AND 2.0 GPH@RED. COMES WITH A SELF-PENETRATING BARB INLET X BARB OUTLET, WITH CHECK VALVE.	2,637	S.F.
	AREA TO RECEIVE DRIP LINE NET FIRM FLOW @ 2.5 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIP LINE WITH CHECK VALVE, 0.9 GPH EMITTERS AT 1/2" D.C. DRIP LINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 1MM.	6,469	S.F.
	HUNTER CV-6-FS (2) 1IN., 1-1/2IN., 2IN. AND 3IN. PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER BENTRY.	10	
	RAIN BIRD 44LR (2) 1IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING LOCKING THERMOPLASTIC RUBBER COVER, AND 3-PIECE BODY.	13	
	MAINLINE ISOLATION GATE VALVE NIBCO T-134 THREADED (2-1/2" - 8" SIZE), NIBCO T-113 (2" & SMALLER SIZES)	7	
	BUCKNER SUPERIOR 3100-PRLSBPT 1-1/2" NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION, AVAILABLE IN 3/4", 1, 1-1/4", 1-1/2", 2", 2-1/2" AND 3" WITH BRITISH THREAD. PRESSURE REGULATION FEATURE, OR IMPROVED EQUAL, PROVIDE DC LATCHING SOLENOID AND DECODER FOR 2-WIRE OPERATION.	1	
	CALENSE CS3-16-WM GR-BUNDLE-2 CALENSE CS3000 16-STATION CONTROLLER WITH THE WEATHER OPTION, MODEL CS3-WAIT, TO KEEP A RECORD OF ACCUMULATED RAINFALL. CONTROLLER TO BE WITHIN A RIGID, LOCKABLE, VANDAL-PROOF STAINLESS STEEL WALL-MOUNT ENCLOSURE MOUNTED ON WALL INSIDE RESTROOM STORAGE AREA.	1	
	CALENSE RS-1 CALENSE TRIPPING RAIN BUCKET WITH 2FT TWO WIRE CABLE, EXTENDABLE UP TO 1000FT WITH P7171D CABLE (NOT INCLUDED).	1	
	CALENSE FM-128B CALENSE IMPELLER FLOW SENSOR, 1-1/4IN. BRASS TIE-MOUNTED, 3 GPM@1 GPM.	1	
	POINT OF CONNECTION TIE INTO EXISTING IRRIGATION MAINLINE IRRIGATION LATERAL LINE, PVC SCHEDULE 40	4,608	L.F.
	IRRIGATION MAINLINE, PVC SCHEDULE 40	1,484	L.F.
	PIPE SLEEVE, PVC CLASS 315 SDR 13.5 TYPICAL PIPE SLEEVES FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COVERINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 12 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	133.1	L.F.



SCALE: HORIZ
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DATE	REVISIONS	APPROVAL	
		DESIGN	CITY



PROJECT ENGINEER

PLANS APPROVAL DATE

DATE AND TIME OF PLAN APPROVAL:
DATE: 12/21/2023
TIME: 10:00 AM
LOCATION: 612 CLAYTON COURT
SAN LUIS OBISPO, CA 95070
WWW.BIRDPROFESSIONALS.COM



**LAGUNA LAKE DOG PARK
REVITALIZATION
IRRIGATION PLAN**

PROJECT FILE:
SHEET TITLE:

DESIGNED BY: SLB
DRAWN BY: MCC
CHECKED BY: EAS
APPROVED BY:

DATE: 12/21/2023
CITY SPECIFICATION NO:
200526-01

SHEET NO: IP-2

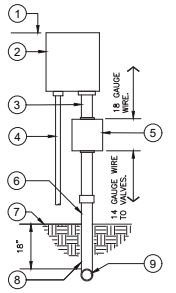
29 OF 31

LEGEND:

- 1 SET THE CONTROLLER 60" ABOVE FINISHED GRADE IN A WATERPROOF ENCLOSURE UNLESS OTHERWISE NOTED
- 2 CONTROLLER AS SPECIFIED SECURELY LOCK CONTROLLER TO WALL. INSTALL BACKUP BATTERIES AS REQUIRED. GROUND AS PER MANUFACTURER'S SPECIFICATIONS.
- 3 2" DIAMETER RIGID STEEL CONDUIT FOR RCV WIRES
- 4 1/2" DIA. RIGID STEEL CONDUIT FOR 110 VAC ELECTRICAL SOURCE. INSTALL AS PER LOCAL ELECTRICAL CODES
- 5 12" X 12" X 4" STEEL JUNCTION BOX. GROUP WIRE BUNDLES AND SPLICE TO 18 GA. WIRES WITH TERMINAL STRIP AS PER SPECIFICATIONS
- 6 2" DIAMETER RIGID STEEL CONDUIT FOR RCV WIRES
- 7 FINISHED GRADE
- 8 LONG SWEEP ELL
- 9 USE PVC SCH. 40 BELOW GRADE

NOTE:

A. REPLACE EXISTING CONTROLLER AND USE EXISTING CONDUIT SWEEP



2 WALL MOUNT CONTROLLER

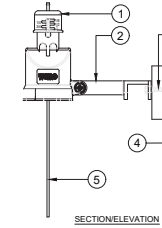
1" = 1'-0"

328409.13-02

3 WIRELESS RAIN SENSOR - ROOF LINE MOUNT

NOT TO SCALE

328409.65-06



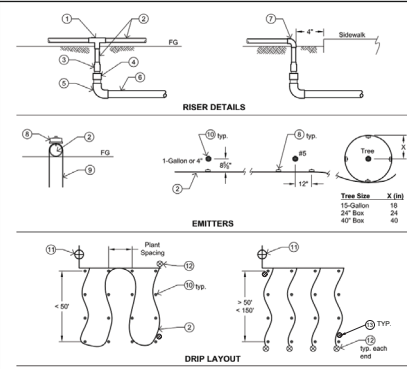
LEGEND:

- 1 TORO WIRELESS RAIN SENSOR, MODEL NO. TWRF5
- 2 ADJUSTABLE MOUNTING BRACKET
- 3 WOOD SCREW
- 4 BUILDING WALL AT ROOF LINE
- 5 ANTENNA

NOTE:
MOUNT SENSOR VERTICALLY. AVOID PLACEMENT UNDER EYE OR TREE CANOPY. LOCATE WITHIN 300 FEET OF SENSOR RECEIVER AND CONTROLLER.

NOTES:

- A. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- B. DO NOT SCALE DRAWINGS.
- C. CONTRACTOR NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT: www.CADetails.com/info REFERENCE NUMBER 065-256.



GENERAL NOTES:

- A. Lateral lines shall be class 200 unless otherwise noted.
- B. All drip irrigation lines and emitters shall be installed below mulch layer.
- C. Total length of drip tubing not to exceed 150'
- D. Ends of drip tube shall be no more than 3" from edge of hardscape in valve box as shown.
- E. In areas where recycled water will or could be used, all tubing shall be purple for use with recycled water.

INSTALLATION NOTES:

- 1 Drip Tee
- 2 Drip Tubing - 1/2"
- 3 Drip Thread / Slip Adapter
- 4 PVC Slip / Thread Adapter
- 5 PVC El
- 6 PVC Irrigation Lateral Line - 1/2"
- 7 Drip El
- 8 Emitter - Pressure compensating, self-cleaning
- 9 Hunter pop up indicator
- 10 1/2" Staple @ 5' O.C. - Soil Saver
- 11 Corner of Flant
- 12 Pressure Line Valve
- 13 Manual Flush Valve
- 14 Hunter pop up indicator

REVISIONS	BY	ZIP	DATE
New Standard	BL	JDL	1-01
Added Note E	SR	BL	3-00
Drafting edit	JCL	MR	6-13

STANDARD CURRENT AS OF: AUGUST 2020



DRIP IRRIGATION

8860

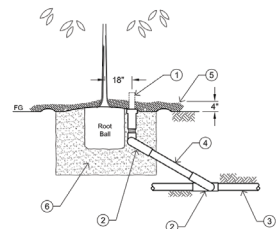
REVISIONS	BY	APP	DATE
New Standard	BL	JDL	1-01
Drafting edit	JCL	MR	6-13
Detail Note 7	SR	BL	

STANDARD CURRENT AS OF: AUGUST 2020



TREE BUBBLER

3670



GENERAL NOTES:

- A. Where system is or has the potential to hook up to non-potable water, rotor head shall have a Recycled Water cover.
- B. Pipe material shall be Class 200 PCV.
- C. See Engineering Standards for tree planting.
- D. Minimum of one (1) bubbler per tree or as specified on the plans.

INSTALLATION NOTES:

- 1 Bubbler Pop-up, set even with finished grade; Rain Bird
- 2 Triple Swing Joint; Marflex (3)
- 3 Irrigation Lateral Line
- 4 Schedule 80 PVC Nipple
- 5 4" deep Mulch
- 6 5 gallon tree; 36" diameter around tree
- 7 15 gallon tree; 48" diameter around tree
- 8 24" box; 72" diameter around tree
- 9 Backfill per Standard Specifications

REVISIONS	BY	APP	DATE
New Standard	BL	JDL	1-01
Drafting edit	JCL	MR	6-13
Detail Note 7	SR	BL	

STANDARD CURRENT AS OF: AUGUST 2020

IRRIGATION NOTES:

1. THE SYSTEM DESIGN SHOWN IS BASED UPON A MINIMUM PRESSURE OF 80 PSI AT A MAXIMUM DISCHARGE OF 80 GPM. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION WORK AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
2. ALL WORK SHALL CONFORM TO LOCAL AND STATE CODES AND ORDINANCES AND THE PLANS, SPECIFICATIONS, DETAILS AND NOTES FOR THIS PROJECT. READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND UTILITIES AND STRUCTURES. COORDINATE ALL WORK WITH CIVIL, MECHANICAL, AND ELECTRICAL WORK AND TRADES TO MINIMIZE CONFLICTS. THE WORK INCLUDES THE RESPONSIBILITY FOR THE INSTALLATION OF IRRIGATION SLEEVING. CONTRACTOR SHALL COORDINATE SLEEVE INSTALLATION AND SEQUENCE HIS WORK WITH ALL WORK AND DISCIPLINES AS REQUIRED.
4. LAYOUT SHOWN IS DIAGRAMMATIC. IRRIGATION PIPING AND COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY. INSTALL IRRIGATION PIPING AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE. INSTALL IRRIGATION VALVES IN GRASSY OR SHRUB AREAS WHENEVER POSSIBLE. LOCATE IRRIGATION CONTROL AND QUICK COUPLING VALVES ADJACENT TO HARDSCAPE OR TURF AREAS FOR EASY ACCESS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIAL, AND ARCHITECTURAL FEATURES.
5. DO NOT PROCEED WITH THE INSTALLATION OF THE SYSTEM WHEN IT IS EVIDENT THAT FIELD CONDITIONS OR DIFFERENCES EXIST THAT COULD NOT HAVE BEEN CONSIDERED IN ENGINEERING OR IF DISCREPANCIES IN CONSTRUCTION DRAWINGS, DETAILS, NOTES AND SPECIFICATIONS ARE DISCOVERED. BRING ALL SUCH DIFFERING FIELD CONDITIONS AND DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
6. THE BACKFLOW PREVENTION DEVICE IS EXISTING AND LOCATED AT PARK ENTRANCE ALONG MADONNA RD.
7. SEE LEGEND FOR PIPING MATERIAL. SEE DRAWINGS AND LEGEND FOR PIPE SIZES. SIZE CALLOUTS ON DRAWINGS INDICATE NOMINAL PIPE SIZE. UNLABELED SECTIONS ARE THE NOMINAL SIZE OF THE PRECEDING CALLOUT. SUBSEQUENT CALLOUTS INDICATE CHANGE IN PIPE SIZE.
8. UNLESS OTHERWISE NOTED, TRENCHING DEPTHS FOR IRRIGATION SHALL BE 18" FOR MAINLINES AND 12" FOR LATERALS. DEPTH SHALL BE MEASURED FROM THE TOP OF PIPE TO FINISHED SOIL LEVEL.
9. INSTALL CONCRETE THRUST BLOCKS ON ALL MAINLINES THREE (3) INCHES AND LARGER IN DIAMETER IN ACCORDANCE WITH LOCAL CODES AND STANDARDS OR AS PER STANDARDS S178.1.
10. ALL MAINLINES, LATERALS, AND CONTROL WIRES UNDER PAVEMENT OR CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC SLEEVES. SLEEVES SHALL EXTEND 12" BEYOND EDGE OF PAVEMENT AND SHALL HAVE ENDS CLEARLY MARKED ABOVE GRADE DURING CONSTRUCTION.
11. PRIOR TO BACKFILLING, FLUSH AND TEST MAINS AND LATERALS. FLUSH MAINS BEFORE INSTALLING VALVES. FLUSH LATERALS BEFORE INSTALLING SPRINKLERS. SUBJECT MAINS TO HYDROSTATIC PRESSURE OF 1.5 TIMES THE ANTICIPATED OPERATING PRESSURE (MIN. 100 PSI) FOR TWO HOURS. SUBJECT LATERALS TO HYDROSTATIC PRESSURE EQUAL TO ANTICIPATED OPERATING PRESSURE. ALL FLUSHING SHALL BE DONE IN THE PRESENCE OF THE ARCHITECT. BACKFILL WITH CLEAN MATERIAL FROM EXCAVATION. REMOVE ROCKS AND DEBRIS LARGER THAN 1" DIAMETER.
12. INSTALL QUICK COUPLING VALVE ASSEMBLIES AS SHOWN OR APPROXIMATELY 50 FEET ON CENTER FOR IRRIGATION AND HARDSCAPE WASHDOWN WATER.
13. THE FINAL LOCATION OF THE IRRIGATION CONTROLLER SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. 120V ELECTRICAL SUPPLY SHALL BE BY OTHERS. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE FINAL CONNECTION TO THE CONTROLLER IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND LOCAL ELECTRICAL CODES.
14. INSTALL ONE (1) AWG #14 CONTROL WIRE (WIRE COLOR TO VARY FOR EACH VALVE) FROM THE CONTROLLER TO EACH REMOTE CONTROL VALVE. INSTALL ONE (1) AWG #14 WIRE (GREEN) FROM THE CONTROLLER TO THE MOST REMOTE REMOTE CONTROL VALVE ALONG EACH BRANCH OF WIRING RUNS FOR USE AS A SPARE CONTROL WIRE. INSTALL ONE (1) AWG #12 WIRE (WHITE) FOR COMMON GROUND. COIL THREE (3) FEET OF WIRE IN EACH VALVE OR SPLICE BOX. USE 3M DBY SPLICE KITS FOR ALL WIRE CONNECTIONS AND SPLICES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE AND UNIFORM COVERAGE OF ALL PLANTED AREAS. ADJUST REMOTE CONTROL VALVE PRESSURE REGULATOR AND FLOW CONTROL TO BALANCE EACH LATERAL SYSTEM AND TO ENSURE PROPER VALVE CLOSURE TIME. SELECT AND ADJUST NOZZLES FOR SPRAY AND BUBBLER SPRINKLERS WITH RADI AND ANGLES TO ENSURE UNIFORM COVERAGE WITH MINIMUM OVERSPRAY. SELECT NOZZLES FOR ROTARY SPRINKLERS AND ADJUST DIFFUSER AND RADIUS TO ENSURE UNIFORM COVERAGE WITH MINIMUM OVERSPRAY.
16. CONTRACTOR SHALL ADJUST SPRINKLER HEAD LOCATION(S) AND ADD HEADS AS REQUIRED TO ACCOMMODATE VERTICAL OBSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, AND SIGNAGE.
17. INSTALL PLASTIC CHECK VALVES AT THE BASE OF ALL SPRINKLER HEADS OR INSTALL SPRINKLER HEADS WITH INTEGRAL CHECK VALVES AS REQUIRED TO PREVENT LOW-HEAD DRAINAGE.



PROJECT ENGINEER

PLANS APPROVAL DATE

014 AND 01401/01402/01403/01404/01405/01406/01407/01408/01409/01410/01411/01412/01413/01414/01415/01416/01417/01418/01419/01420/01421/01422/01423/01424/01425/01426/01427/01428/01429/01430/01431/01432/01433/01434/01435/01436/01437/01438/01439/01440/01441/01442/01443/01444/01445/01446/01447/01448/01449/01450/01451/01452/01453/01454/01455/01456/01457/01458/01459/01460/01461/01462/01463/01464/01465/01466/01467/01468/01469/01470/01471/01472/01473/01474/01475/01476/01477/01478/01479/01480/01481/01482/01483/01484/01485/01486/01487/01488/01489/01490/01491/01492/01493/01494/01495/01496/01497/01498/01499/01500



IRRIATION DETAILS & NOTES

LAGUNA LAKE DOG PARK
REVITALIZATION

SCALE: HORIZ AS SHOWN
VERT AS SHOWN
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

DESIGNED BY:	SLB
DRAWN BY:	MCC
CHECKED BY:	EAS
APPROVED BY:	
DATE:	12/21/2023
CITY SPECIFICATION NO:	200526-01
SHEET NOS:	ID-1
SHEET NO:	30 OF 31



PROJECT ENGINEER

PLANS APPROVAL DATE

CITY OF LUBBOCK
 PLANNING DEPARTMENT
 PUBLIC WORKS/ENGINEERING
 WATER DIVISION
 612 CLAYTON COURT
 SAN LUIS OBISPO, CA 94901
 www.lubbockonline.com



LAGUNA LAKE DOG PARK
 REVITALIZATION
 IRRIGATION DETAILS & NOTES

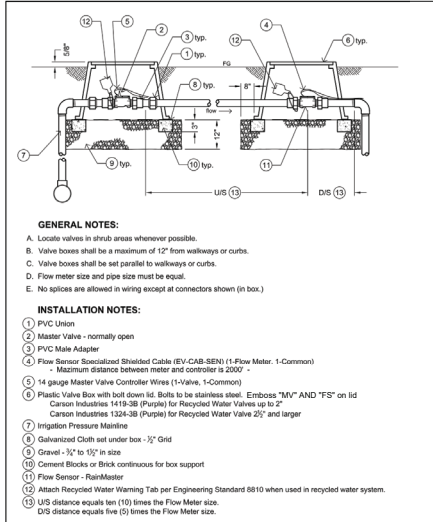
PROJECT TITLE:
 SHEET TITLE:
 DESIGNED BY: SLB
 DRAWN BY: MCC
 CHECKED BY: EAS
 APPROVED BY:

DATE: 12/21/2023

CITY SPECIFICATION NO. 200526-01

SHEET NO. 31 OF 31

SHEET NO. **ID-2**
 31 OF 31



GENERAL NOTES:

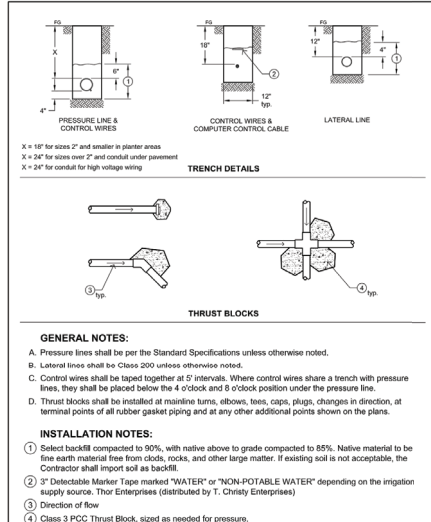
- A. Locate valves in shrub areas whenever possible.
- B. Valve boxes shall be a maximum of 12" from walkways or curbs.
- C. Valve boxes shall be set parallel to walkways or curbs.
- D. Flow meter size and pipe size must be equal.
- E. No splices are allowed in wiring except at connectors shown (in box).

INSTALLATION NOTES:

- 1 PVC Union
- 2 Master Valve - normally open
- 3 PVC Male Adapter
- 4 Flow Sensor Specialized Shielded Cable (EIB-CAB-SEN) (1-Flow Meter, 1-Common) - Maximum distance between meter and controller is 2000' -
- 5 1/4" gauge Master Valve Controller Wires (1-Valve, 1-Common)
- 6 Plastic Valve Box with bolt-down lid. Bolts to be stainless steel. Emboss "MV" and "FS" on lid Caron Industries 1419-3B (purple) for Recycled Water Valves up to 2" Caron Industries 1324-3B (purple) for Recycled Water Valves 2 1/2" and larger
- 7 Irrigation Pressure Mainline
- 8 Galvanized Cloth set under box - 1/2" grid
- 9 Gravel - 3/4" to 1 1/2" in size
- 10 Cement Blocks or Brick - continuous for box support
- 11 Flow Sensor - Rail-Master
- 12 Attach Recycled Water Warning Tag per Engineering Standard 8810 when used in recycled water system.
- 13 US distance equals ten (10) times the Flow Meter size.
- 14 DS distance equals five (5) times the Flow Meter size.

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	6-12		AUGUST 2020
ADD PVC UNION	JSL	EL	6-12		
REVISE NOTE 1 AND 11	AMJ	EL	11-04		
REVISE NOTE 2 AND 5	SR	EL	6-17		

MASTER VALVE & FLOW SENSOR
8650



TRENCH DETAILS

X = 18" for sizes 2" and smaller in plaster areas
 X = 24" for sizes over 2" and conduit under pavement
 X = 24" for conduit for high voltage wiring

THRUST BLOCKS

GENERAL NOTES:

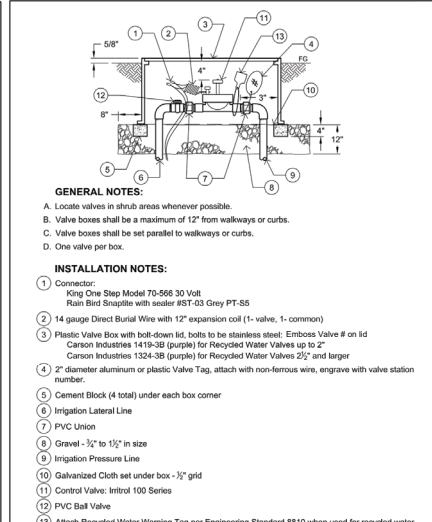
- A. Pressure lines shall be per the Standard Specifications unless otherwise noted.
- B. Lateral lines shall be Class 200 unless otherwise noted.
- C. Control wires shall be taped together at 2' intervals. Where control wires share a trench with pressure lines, they shall be placed below the 4 o'clock and 8 o'clock position under the pressure line.
- D. Thrust blocks shall be installed at maximum turns, elbows, tees, caps, plugs, changes in direction, at terminal points of all rubber gasket piping and at any other additional points shown on the plans.

INSTALLATION NOTES:

- 1 Select backfill compacted to 95%, with native above to grade compacted to 85%. Native material to be fine earth material free from clods, rocks, and other large matter. If existing soil is not acceptable, the contractor shall import soft as backfill.
- 2 3" Detectable Marker Taps marked "WATER" or "NON-POTABLE WATER" depending on the irrigation supply source. The Enterprises (distributed by T. Crisley Enterprises)
- 3 Direction of flow
- 4 Class 3 PCC Thrust Block, sized as needed for pressure.

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	7-04		AUGUST 2020
REVISE LATERAL LINE DETAIL	DVP	EL	11-08		
REVISE ISOLATION NOTE 7	JSL	EL	5-12		

TRENCH DETAIL & THRUST BLOCKS
8610



GENERAL NOTES:

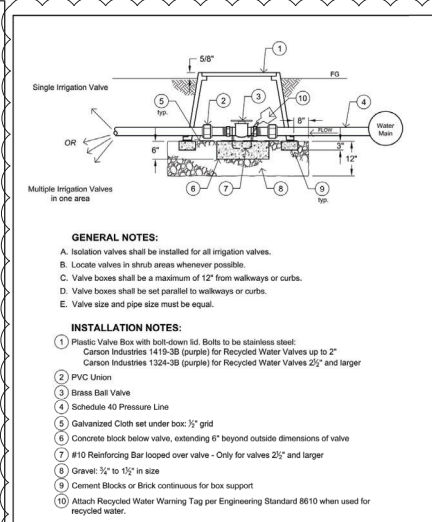
- A. Locate valves in shrub areas whenever possible.
- B. Valve boxes shall be a maximum of 12" from walkways or curbs.
- C. Valve boxes shall be set parallel to walkways or curbs.
- D. One valve per box.

INSTALLATION NOTES:

- 1 Connector: King One Step Model 70-566 30 Volt Rain Bird Squatite with isolator #ST-03 Grey PTFE
- 2 1/4" gauge Direct Burial Wire with 12" expansion coil (1- valve, 1- common)
- 3 Plastic Valve Box with bolt-down lid. Bolts to be stainless steel. Emboss "MV" on lid Caron Industries 1419-3B (purple) for Recycled Water Valves up to 2" Caron Industries 1324-3B (purple) for Recycled Water Valves 2 1/2" and larger
- 4 2" diameter aluminum or plastic Valve Tag, attach with non-ferrous wire, engrave with valve station number.
- 5 Cement Block (4 total) under each box corner
- 6 Irrigation Lateral Line
- 7 PVC Union
- 8 Gravel - 3/4" to 1 1/2" in size
- 9 Irrigation Pressure Line
- 10 Galvanized Cloth set under box - 1/2" grid
- 11 Control Valve: Introl 100 Series
- 12 PVC Ball Valve
- 13 Attach Recycled Water Warning Tag per Engineering Standard 8810 when used for recycled water

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	6-12		AUGUST 2020
ADD PVC UNION	JSL	EL	6-12		
ADD NEW 12	AMJ	EL	6-20		
REVISE NOTE 2	SR	EL	6-17		

ELECTRIC CONTROL VALVE & BOX
8620



GENERAL NOTES:

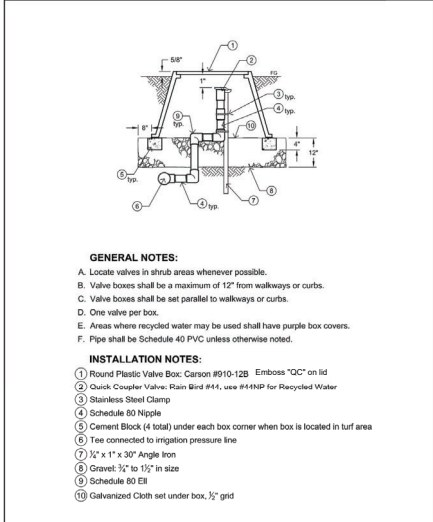
- A. Isolation valves shall be installed for all irrigation valves.
- B. Locate valves in shrub areas whenever possible.
- C. Valve boxes shall be a maximum of 12" from walkways or curbs.
- D. Valve boxes shall be set parallel to walkways or curbs.
- E. Valve size and pipe size must be equal.

INSTALLATION NOTES:

- 1 Plastic Valve Box with bolt-down lid. Bolts to be stainless steel. Caron Industries 1419-3B (purple) for Recycled Water Valves up to 2" Caron Industries 1324-3B (purple) for Recycled Water Valves 2 1/2" and larger
- 2 PVC Union
- 3 Brass Ball Valve
- 4 Schedule 40 Pressure Line
- 5 Galvanized Cloth set under box: 1/2" grid
- 6 Concrete block below valve, extending 6" beyond outside dimensions of valve
- 7 #10 Reinforcing Bar looped over valve - Only for valves 2 1/2" and larger
- 8 Gravel: 3/4" to 1 1/2" in size
- 9 Cement Blocks or Brick continuous for box support
- 10 Attach Recycled Water Warning Tag per Engineering Standard 8810 when used for recycled water.

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	6-12		AUGUST 2020
ADD PVC UNION, CHANGING OUTS	JSL	EL	6-12		
REVISED NOTES AND DETAIL	AMJ	EL	10-05		
REVISE NOTE 7, ADD NOTE 10	SR	EL	3-08		

ISOLATION VALVE
8640



GENERAL NOTES:

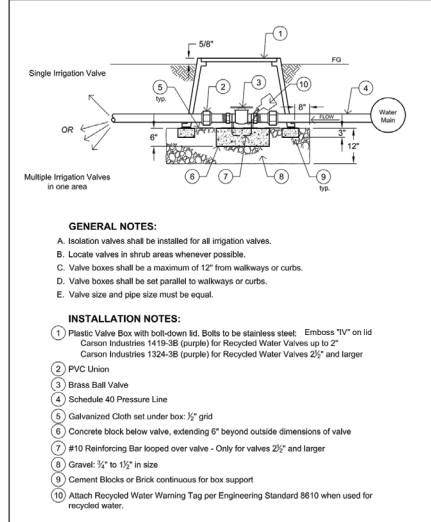
- A. Locate valves in shrub areas whenever possible.
- B. Valve boxes shall be a maximum of 12" from walkways or curbs.
- C. Valve boxes shall be set parallel to walkways or curbs.
- D. One valve per box.
- E. Areas where recycled water may be used shall have purple box covers.
- F. Pipe shall be Schedule 40 PVC unless otherwise noted.

INSTALLATION NOTES:

- 1 Round Plastic Valve Box: Caron #910-12B Emboss "QC" on lid
- 2 Quick Coupler Valve: Rain Bird #44, use #44N for Recycled Water
- 3 Stainless Steel Clamp
- 4 Schedule 80 Nipple
- 5 Cement Block (4 total) under each box corner when box is located in turf area
- 6 Tee connected to irrigation pressure line
- 7 1/2" x 1" x 30" Angle Iron
- 8 Gravel: 3/4" to 1 1/2" in size
- 9 Schedule 80 Elb
- 10 Galvanized Cloth set under box, 1/2" grid

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	1-04		AUGUST 2020
REVISE NOTE 2 AND 2	SR	EL	3-08		
CHANGING OUTS	JSL	EL	6-12		

QUICK COUPLER VALVE AND BOX
8630



GENERAL NOTES:

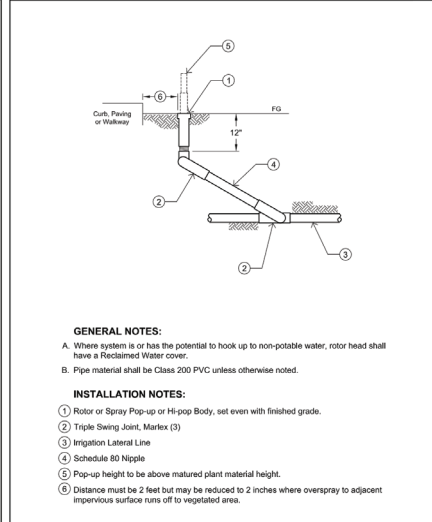
- A. Isolation valves shall be installed for all irrigation valves.
- B. Locate valves in shrub areas whenever possible.
- C. Valve boxes shall be a maximum of 12" from walkways or curbs.
- D. Valve boxes shall be set parallel to walkways or curbs.
- E. Valve size and pipe size must be equal.

INSTALLATION NOTES:

- 1 Plastic Valve Box with bolt-down lid. Bolts to be stainless steel. Emboss "IV" on lid Caron Industries 1419-3B (purple) for Recycled Water Valves up to 2" Caron Industries 1324-3B (purple) for Recycled Water Valves 2 1/2" and larger
- 2 PVC Union
- 3 Brass Ball Valve
- 4 Schedule 40 Pressure Line
- 5 Galvanized Cloth set under box: 1/2" grid
- 6 Concrete block below valve, extending 6" beyond outside dimensions of valve
- 7 #10 Reinforcing Bar looped over valve - Only for valves 2 1/2" and larger
- 8 Gravel: 3/4" to 1 1/2" in size
- 9 Cement Blocks or Brick continuous for box support
- 10 Attach Recycled Water Warning Tag per Engineering Standard 8810 when used for recycled water.

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	JSL	EL	6-12		AUGUST 2020
ADD PVC UNION, CHANGING OUTS	JSL	EL	6-12		
REVISED NOTES AND DETAIL	AMJ	EL	10-05		
REVISE NOTE 7, ADD NOTE 10	SR	EL	3-08		

ISOLATION VALVE
8640



GENERAL NOTES:

- A. Where system is or has the potential to hook up to non-potable water, rotor head shall have a Reclaimed Water cover.
- B. Pipe material shall be Class 200 PVC unless otherwise noted.

INSTALLATION NOTES:

- 1 Rotor or Spray Pop-up or Hi-pop Body, set even with finished grade.
- 2 Triple Swing Joint, Marx 3
- 3 Irrigation Lateral Line
- 4 Schedule 80 Nipple
- 5 Pop-up height to be above matured plant material height.
- 6 Distance must be 2 feet but may be reduced to 2 inches where overspray to adjacent impervious surface runs off to vegetated area.

REVISIONS	BY	APP	DATE	DESCRIPTION	STANDARD CURRENT AS OF:
NEW STANDARD	AMJ	EL	1-14		AUGUST 2020
ADDED NOTE 6	AMJ	EL	1-14		
REVISE OFFSET FROM CURB	DVP	EL	11-07		
POP-UP HEIGHT (NOTE 5)	JSL	EL	6-12		

POP-UP HEAD
8650

SCALE: HORIZ AS SHOWN
 VERT FOR REDUCED PLANS

DATE	REVISIONS	DESCRIPTION	APPROVAL	
			DESIGN	CITY

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Laguna Lake Dog Park Revitalization

Specification No. 2001068

April 2023



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**919 Palm Street
San Luis Obispo, CA 93401
(805) 781-7200**

Laguna Lake Dog Park Revitalization

Specification No. 2001068

Approval Date: April 2, 2024



April XX, 2024



12/18/2023



12/18/2023

TABLE OF CONTENTS

NOTICE TO BIDDERS	I
BID SUBMISSION	I
BID DOCUMENTS	II
PROJECT INFORMATION.....	II
QUALIFICATIONS.....	III
AWARD	IV
ACCOMMODATION.....	V
BID FORMS	A
BID ITEM LIST FOR LAGUNA LAKE DOG PARK REVITALIZATION, SPECIFICATION NO. 2001068.A	A
LIST OF SUBCONTRACTORS.....	E
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	F
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....	F
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT	F
LABOR CODE SECTION 1725.5 STATEMENTS	F
NON-COLLUSION DECLARATION.....	H
BIDDER ACKNOWLEDGEMENTS.....	I
QUALIFICATIONS.....	J
ATTACH BIDDER'S BOND TO ACCOMPANY BID.....	K
SPECIAL PROVISIONS.....	1
ORGANIZATION	1
DIVISION I GENERAL PROVISIONS	1
1 GENERAL.....	1
2 BIDDING.....	1
3 CONTRACT AWARD AND EXECUTION.....	2
4 SCOPE OF WORK	2
5 CONTROL OF WORK.....	2
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	3
8 PROSECUTION AND PROGRESS	3
9 PAYMENT.....	3
DIVISION II GENERAL CONSTRUCTION	6
10 GENERAL.....	6
15 EXISTING FACILITIES.....	6
DIVISION III EARTHWORK AND LANDSCAPE	7
19 EARTHWORK.....	7
20 LANDSCAPE	7

DIVISION IV SUBBASES AND BASES	14
39 ASPHALT CONCRETE	14
DIVISION VII DRAINAGE FACILITIES	14
70 MISCELLANEOUS DRAINAGE FACILITIES	14
DIVISION VIII MISCELLANEOUS CONSTRUCTION	15
73 CONCRETE CURBS AND SIDEWALKS	15
80 FENCES	15
DIVISION XIII APPENDICES	16
APPENDIX A - FORM OF AGREEMENT	0
APPENDIX B - CSI TECHNICAL SPECIFICATIONS.....	3
APPENDIX C - GEOTECHNICAL ENGINEERING REPORT	4

**NOTICE TO BIDDERS
BID SUBMISSION**

Sealed bids will be received by the City of San Luis Obispo at the Public Works Administration Office located at 919 Palm Street, San Luis Obispo, California 93401, until

11:00 a.m. on May 25th, 2024

at which time they will be publicly opened and read aloud. Public bid opening may also be viewed via Microsoft Teams video conference and conference call. In person attendance will be permitted. Use the following link:

or join by phone with this number: (209) 645-4165 with Conference ID:XXXXXXXX

Submit bid in a sealed envelope plainly marked:

Laguna Lake Dog Park Revitalization, Specification No. 2001068

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instructions and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of San Luis Obispo for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City San Luis Obispo if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of San Luis Obispo reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared based on the City Engineer's estimate of the quantities of work to be done, as shown on the Bid Item List.

Bids will only be accepted from bidders that are licensed in compliance with the provisions of Chapter 9, Division III of Business and Professions Code.

The award of the contract, if awarded, will be to the lowest responsive base plus additive alternate bid submitted by a responsible contractor whose bid complies with the

NOTICE TO BIDDERS

requirements prescribed. If the contract is awarded, the contract will be awarded within 60 calendar days after the opening of the bids.

Failure to raise defects in the notice to bidders or bid forms prior to bid opening constitutes a waiver of those defects.

BID DOCUMENTS

A copy of the plans and special provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals

No printed copies are available for purchase at the City office.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/documents-online/construction-documents

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website listed above or at the office of the City Engineer.

Questions must be submitted through BidSync so that it is available to the public. Contact the project manager, Erica Long at (805) 783-7758 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

You are responsible to verify your contact information is correct on the plan holders list located on the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals.

PROJECT INFORMATION

In general, the project includes the revitalization of the Laguna Lake Dog Park which includes the installation of a new perimeter fence, a variety of new site furnishings and civil improvements as shown on the plans.

The project estimated construction cost and contract time established for the project is as follows:

BASE BID:	\$850,000	80 working days
ADDITIVE ALTERNATIVE A:	\$230,000	20 working days

NOTICE TO BIDDERS

ADDITIVE ALTERNATIVE B:	\$50,000	20 working days
TOTAL PROJECT BID (BASE BID + ADD ALT. "A" + ADD ALT "B"):		\$1,130,000

Base Bid contract time is established as 80 working days. Award of Additive Alternative "A" will add an additional 20 working days to the contract length. Award of Additive Alternative "B" will add an additional 20 working days to the contract length, for a total contract time is established as 120 working days.

The fixed liquidated damages amount is established at \$500 per day for failure to complete the work within the contract time.

In compliance with section 1773 of the Labor Code, the State of California Department of Industrial Relations has established prevailing hourly wage rates for each type of workman. Current wage rates may be obtained from the Division of Labor at:

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFICATIONS

You must possess a valid Class A Contractor's License at the time of the bid opening.

You and any subcontractors required to pay prevailing wage must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. All referenced projects must have been completed within the last five years from this project's bid opening date.

One of the three reference projects must have been completed under contract with a city, county, state or federal government agency as the prime contractor.

Failure to provide reference projects as specified in this section and as required on the qualification form is cause to reject a bid as being non-responsive.

The City reserves the right to reject any bid based on non-responsiveness if a bidder fails to provide a bid that complies with all bidding instructions.

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the Director of Public Works or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the

1. knowledge
2. experience,

NOTICE TO BIDDERS

3. or is otherwise not responsible as defined in Section 3.24 of the San Luis Obispo Municipal Code to complete the project in the best interest of the City.

Rejected bidders may appeal this determination. Appeal must comply with the requirements in this Notice to Bidders.

It is the City of San Luis Obispo's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the project manager located at:
919 Palm Street
San Luis Obispo, CA 93401.

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance to the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The Director of Public Works or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

If the protester is not satisfied with ruling, the protester may appeal the ruling to the City Council in compliance with Chapter 1.20 of the City of San Luis Obispo Municipal Code.

Pursuant to the Public Records Act (Government Code, § 6250, et seq.), the City will make public records available upon request.

AWARD

The lowest bidder will be determined in compliance with Public Contract Code Section 20103.8(c) with a Publicly Disclosed Funding Amount of \$1,130,000 using the total base bid plus the additive alternate "A" and additive alternate "B" bid.

- TOTAL PROJECT BID, if bid for Base Bid + Add. Alt. "A" + Add. Alt. "B" is less than \$1,130,000; or

NOTICE TO BIDDERS

- BASE BID + ADD. ALT. "A", if bid for Base Bid + Add. Alt. "A" is less than \$1,130,000 and Total Project Bid is greater than \$1,130,000; or
- BASE BID, if Base Bid is less than \$1,130,000 and Base Bid + Add. Alt. "A". is greater than \$1,130,000.

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

You may substitute securities for moneys withheld under the contract in compliance with the provisions of the Public Contract Code, Section 10263.

ACCOMMODATION

If any accommodations are needed to participate in the bid process, please contact Ellen Boyle at (805) 781-7274 or by Telecommunications Device for the Deaf at (805) 781-7107. Requests should be made as early as possible in the bidding process to allow time for accommodation.

BID FORMS

All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond is cause to reject the bid as nonresponsive. Staple all bid forms together.

THE UNDERSIGNED, agrees that they have carefully examined:

1. the location of the proposed work
2. the plans and specifications
3. read the accompanying instructions to bidders

and propose to furnish all:

4. materials
5. labor

to complete all the required work satisfactorily in compliance with

6. plans
7. specifications
8. special provisions

for the prices set forth in the bid item list:

BID ITEM LIST FOR LAGUNA LAKE DOG PARK REVITALIZATION, SPECIFICATION NO. 2001068

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	5	CONSTRUCTION SURVEY	LS	1	---	
2	13	WATER POLLUTION / EROSION CONTROL	LS	1	---	
3	15	REMOVE BENCH & CONCRETE PAD	LS	1	---	
4	15	REMOVE WOOD INFORMATION KIOSK	EA	1		
5	15	REMOVE 3' HIGH CMU WALL	LF	75		
6	15	REMOVE 4' CHAIN LINK FENCE (800 FT)	LS	1	---	
7	15	RELOCATE TRASH RECEPTACLE	LS	1	---	
8	15	RELOCATE EXISTING BOULDERS	LS	1	---	
9	15	REMOVE WATER FOUNTAIN	EA	3		
10	15	REMOVE WHEEL STOPS	EA	10		
11	15	REMOVE EXISTING SIGNS	EA	3		
12	15, 19	REMOVE & DISPOSE HMA PAVEMENT AND BASE	LS	1	---	
13	15, 71	REMOVE 24"X24" STORM DRAIN INLET	EA	1		
14	15, 71	REMOVE 12" STORM DRAIN PIPE (60 FT)	LS	1	---	

BID FORMS

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
15	15, 71	REMOVE 18" TRENCH DRAIN (35 FT)	LS	1	---	
16	19	REMOVE LOG BARRIERS (296 FT)(RETURN TO CITY)	LS	1	---	
17	19	EARTHWORK (CUT 2500 CY FILL 550 CY)	CY	1950		
18	19	IMPORT MATERIAL	CY	470		
19	19	CLASS 2 BASE (24")	SQFT	10350		
20	19	CRUSHED PEA GRAVEL (2" LAYER)	SQFT	11935		
21	19, 26, 73, 90	6" CONCRETE EDGING	LF	1375		
22	19, 26, 73, 90	8" CONCRETE CURB	LF	100		
23	19, 26, 73, 90	NEW CONCRETE WHEEL STOPS	EA	8		
24	19,26, 73, 90	CONCRETE CURB AND GUTTER	LF	90		
25	19,26, 73, 90	CONCRETE TRANSITION RAMP	SQFT	100		
26	19, 26, 73, 90	CONCRETE FLATWORK (SIDEWALK)	SQFT	10250		
27	20	REMOVE TREE & GRIND STUMP	EA	2		
28	20	GRIND TREE STUMP	EA	14		
29	20	WOOD BARK MULCH (3" LAYER)	CY	482		
30	20	ROOT BARRIER	LF	100		
31	20	IRRIGATION - SLEEVING	LF	133		
32	39	HMA PAVEMENT (6")	SQFT	580		
34	56	RECTANGULAR SHADE SAIL - 7' X 13'	EA	4		
35	56	RECTANGULAR SHADE SAIL - 14.5' X 18'	EA	1		
36	56	RECTANGULAR SHADE SAIL - 12.5' X 20'	EA	1		
37	56	SHADE SAIL - TRIANGLE	EA	2		
33	73	DETECTABLE WARNING SURFACE	SQFT	220		
34	77	CLEARING AND GRUBBING	SQFT	135000		
35	77	1" PVC WATER LATERAL	LF	84		
36	77	4" PVC SEWER LATERAL	LF	95		
37	77	4" PVC STORM DRAIN	LF	8		
38	77	12" HDPE STORM DRAIN	LF	80		
39	77	TRENCH DRAIN WITH CONCRETE ENCASEMENT	LF	45		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
40	77	CURB INLET	EA	1		
41	80	4' CHAIN LINK FENCE	LF	2117		
42	80	DOG PARK ENTRY GATE (TWO GATES PER ENTRY)	EA	6		
43	80	CHAIN LINK MAINTENANCE GATE (2 LEAVES EACH GATE)	EA	3		
44	80	INSTALL NEW LOG BARRIER (34LF)	LS	1	---	
45	82	ADA SIGNS AND POLES	EA	2		
46	84	REMOVE PAVEMENT MARKINGS	LS	1	---	
47	84	PAVEMENT MARKINGS	LS	1	---	
48	99	DRINKING FOUNTAIN WITH DOG WATER BOWL	EA	3		
49	82, 90	RELOCATE DOG BAG DISPENSER AND SIGNS	EA	2		
Total Base Bid					\$	
ADDITIVE ALTERNATE A BID ITEMS						
50	20	TREE PLANTING – 24" BOX	EA	38		
51	20	15 GALLON SHRUBS	EA	12		
52	20	5 GALLON SHRUBS	EA	18		
53	20	1 GALLON SHRUBS	EA	299		
54	20	TURF LAWN	SQFT	25889		
55	20	IRRIGATION - MAINLINE	LF	1484		
56	20	IRRIGATION - LATERAL LINE	LF	4608		
57	20	IRRIGATION - VALVES AND EQUIPMENT	EA	49		
58	20	IRRIGATION - TURF SPRAY HEADS	EA	29		
59	20	IRRIGATION - TREE WATERING SYSTEMS	EA	76		
60	20	IRRIGATION - DRIPLINE AREA	SQFT	6469		
61	20	IRRIGATION-DRIP EMITTER AREA	SQFT	2637		
62	20	IRRIGATION - CONTROLS (CONTROLLER AND WEATHER STATION)	LS	1	---	
63	20	MAINTENANCE (3-MONTH)	EA	3		
Additive Alternate A Bid Total					\$	

BID FORMS

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
ADDITIVE ALTERNATE B BID ITEMS						
64	19,56,90	CONCRETE SHALLOW FOOTING (FOR SHADE SAILS)	EA	24		
65	56	RECTANGULAR SHADE SAIL - 7' X 13'	EA	4		
66	56	RECTANGULAR SHADE SAIL - 14.5' X 18'	EA	1		
67	56	RECTANGULAR SHADE SAIL - 12.5' X 20'	EA	1		
68	56	SHADE SAIL - TRIANGLE	EA	2		
Additive Alternate A Bid Total					\$	
Project Total Bid (Base Bid + Add. Alternate A + Add. Alternate B)					\$	
Company Name:						

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

BID FORMS

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.33C of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in section 5-1.13 of the standard specifications.

For Streets & Highways projects, subcontractors performing less than ten thousand dollars (\$10,000) worth of work need not be mentioned. **Subcontractors required to pay prevailing wage, must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.**

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number	DIR Public Works Registration Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Attach additional sheets as needed.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In compliance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder, or any subcontractor to be engaged by the bidder, **has _____, has not _____** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In compliance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

_____ Yes _____ No

If the answer is yes, attach a letter explaining the circumstances.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In compliance with Public Contract Code Section 10232, you hereby state under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against you within the immediately preceding two-year period because of your failure to comply with an order of a federal court which orders you to comply with an order of the National Labor Relations Board.

LABOR CODE SECTION 1725.5 STATEMENTS

The bidder has delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. Any judgment, order, or determination that is

BID FORMS

under appeal is excluded, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

_____ Yes _____ No

The bidder is currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

_____ Yes _____ No

NOTE: The above Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID FORMS

NON-COLLUSION DECLARATION

I, _____, declare that I am _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone refrained from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20____, in _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(SEAL)

(Signature and Title of Declarant)

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

Company Name:_____

BID FORMS

QUALIFICATIONS

Failure to furnish complete reference information **ON THIS FORM**, as specified in this project's Notice to Bidders and indicated below, is cause to reject the bid. Additional information may be attached but is not a substitute for this form.

Reference Number 1

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include Dog Park or Municipal Park activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 2

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include Dog Park or Municipal Park activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 3

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include Dog Park or Municipal Park activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID FORMS

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we _____, AS PRINCIPAL, and
_____, AS SURETY, are held and firmly
bound unto the City of San Luis Obispo in the sum of:
_____ Dollars (_____) to be paid to
said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we
bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above
bounden _____
to construct _____
(insert name of street and limits to be improved or project)
dated _____ is accepted by the City of San Luis Obispo, and if the above
bounden _____, his heirs, executors,
administrators, successors, and assigns shall duly enter into and execute a contract for such construction and
shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or
legal holidays) after the above bounden,

_____, has received notice by and from the
said City of San Luis Obispo that said contract is ready for execution, then this obligation shall become null
and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ___ day of _____, 20_____.

Bidder Principal:

Signature _____ Date _____
Title:

Surety:

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted
(Rev. 6-30-14)

**SPECIAL PROVISIONS
ORGANIZATION**

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 GENERAL:

The work must be done in compliance with the City of San Luis Obispo, Department of Public Works:

1. Laguna Lake Dog Park Special Provisions
2. City of San Luis Obispo Standard Specifications and Engineering Standards – 2020 edition
3. State of California, Department of Transportation Standard Specifications and Standard Plans – 2022 edition

In case of conflict between documents, governing ranking must comply with Section 5-1.02 of the City of San Luis Obispo’s Standard Specifications.

Failure to comply with the provisions of these Sections is a material breach of contract:

1. Sections 5 through 8 of the Standard Specifications
2. Section 12 through 15 of the Standard Specifications
3. Section 77-1 of the Standard Specifications
4. Section 81 of the Standard Specifications
5. authorized working hours
6. OSHA compliance

2 BIDDING

Add after the 1st paragraph of Section 2-1.06B, Supplemental Project Information:

The Department makes the following supplemental project information available:

Means	Description
Included in Appendix C	1. Geotechnical Engineering Report, Laguna Lake Dog Park Improvements, 504 Madonna Road, San Luis Obispo, California dated August 4, 2023.

SPECIAL PROVISIONS

3 CONTRACT AWARD AND EXECUTION

Add Section 3-1.18B CONTRACT EXECUTION, Building Permit:

3-1.18B Building Permit

The contractor must obtain a no-fee building permit from the Community Development Department. All requirements of the building permit shall be applied to the project.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Section(s) 5,13,15,19, 20, 26, 39, 56, 68, 71, 73, 77, 80, 82, 84, 90, and 99 for general, material, construction, and payment specifics.

5 CONTROL OF WORK

The City's Horizontal and Vertical Survey information to complete the work is available at the City's website:

<https://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents/survey-data>

You must provide all on site survey to construct the project.

Add to Section 5-1.23 SUBMITTALS:

Refer to Section 5-1.23B(3) for Deferred Submittal requirements for the shade structures and preparation of a SWPPP. Deferred submittals are listed on the cover sheet to the plans, and described herein. Refer to Section 32 33 00, Site Furnishings for the technical specification for the shade structures.

Add Section 5-1.23B(3), Deferred Submittals

Section 5-1.23B(3), Deferred Submittals

You must submit for review by the City Building Department and Engineer, structural design documents supporting adequate design of the shade structures, within 20 working days following notice to proceed. You will be responsible for successfully securing the necessary City Building Permit for the shade structures, addressing all plan check comments, implementing the Work based on final submittals and building permit requirements, at no additional cost to the City. The City will review and approve the deferred submittal for general conformance to the Contract Documents, before forwarding the deferred submittal to the City Building Department for review and subsequent approval. No Work on the shade structures shall commence until such time the City Building Department has issued a final building permit for the structures.

The structural design documents must include at a minimum, but not be limited to the following:

SPECIAL PROVISIONS

1. Structural design package, stamped by a registered California structural or civil engineer.
2. Basis of design for seismic, and wind forces, supporting calculations, and incorporating applicable geotechnical recommendations included in the Project Geotechnical Report (see Appendix C).
3. Details for structural members demonstrating adequate structural design to withstand all seismic, wind and uplift, gravity forces.
4. Updated details of shade structure footings shown on Sheet SD-1, if structural design supports modifications to footing design.
5. Complete vendor package including manufacturer's installation requirements and recommendations.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 7-1.03B PUBLIC CONVENIENCE, Traffic Control Plan

Work hours are restricted to 7 a.m. to 4 p.m. on Dalidio Drive. Do not block access to the day use area and public restroom, at any time. Maintain safe pedestrian and bicycle access to all trails in the area of the Laguna Lake Dog Park.

Provide traffic control plan and traffic control application at or before the preconstruction meeting. Traffic control plan must be drawn to scale. The traffic control plan must address safe pedestrian and bicycle traffic access to the trails. Traffic control application may be obtained on the City's website:

www.slocity.org/government/department-directory/public-works/documents-online/construction-documents

Upon approval of the traffic control plan, the City will issue a no-fee Encroachment Permit. Permittee is responsible to comply with all conditions of the traffic control plan. Complete work using due diligence to restore free flowing of traffic, and maintaining safe pedestrian and bicycle access to trails and the Park.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph in Section 8-1.02A SCHEDULE, General with:

Provide a Level 1 schedule for this work.

Add to Section 8-1.04B START OF JOB SITE ACTIVITIES, standard Start:

Contract time will start on August 5th, 2024.

9 PAYMENT

Add to Section 9-1.03 PAYMENT SCOPE

Payment for non-standard pay items shall be as specified below:

SPECIAL PROVISIONS

Bid Items 65-68 – Shade Sails

- A. Units: Each (EA).
- B. Measurement: The number of shade sails actually provided.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the shade sails in accordance with the contract documents. Partial payments based on Engineer's determination.
- D. Scope of bid item: shade sails includes, but is not limited to the following:
 - 1. Obtaining City of San Luis Obispo Building Permit, deferred submittals, and constructing shade sails in accordance with issued building permits at no additional cost to the City.
 - 2. Providing all shade sail footings.
 - 3. Providing the shade sail poles, rigging, and shade fabric per the manufacturer's specifications.
 - 4. All other incidental work necessary to complete shade sails installation in accordance with the Contract Documents.

Bid Item 42 – Dog Park Entry Gate (two gates per entry)

- A. Units: Each (EA).
- B. Measurement: The number of dog park entry gate assemblies actually provided.
- C. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the dog park entry gate (two gates per entry) in accordance with the contract documents. Partial payments based on Engineer's determination. The gate framing and fence fabric are included in the payment for Section 80 Fences.
- D. Scope of bid item: dog park entry gate (two gates per entry) includes, but is not limited to the following:
 - 1. Providing all dog park entry gate (two gates per entry) special hardware and the kick plate per the manufacturer's specifications.
 - 2. All other incidental work necessary to complete dog park entry gate (two gates per entry) Work in accordance with the Contract Documents.

Bid Item 44 – Log Barrier

- A. Units: Linear Foot (LF)
- B. Measurement: Linear feet of installed new log barrier, measured parallel to the ground slope.

SPECIAL PROVISIONS

- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, new log barrier in accordance with the contract documents.
- D. Scope of bid item: log barrier includes, but is not limited to the following:
 - 1. Providing all new log barrier footings, hardware, and logs per the plans.
 - 2. All other incidental work necessary to complete new log barrier installation in accordance with the Contract Documents.

Bid Item 48 – Drinking Fountain with Dog Water Bowl

- A. Units: Each (EA).
- B. Measurement: The number of drinking fountains with dog water bowls actually provided.
- C. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the drinking fountain with dog water bowl in accordance with the contract documents. Partial payments based on Engineer's determination.
- D. Scope of bid item: drinking fountain with dog water bowl includes, but is not limited to the following:
 - 1. Providing all drinking fountain with dog water bowls, and associated water and sewer connections.
 - 2. Providing the drinking fountain with dog water bowl connections to the concrete surfacing per the manufacturer's specifications.
 - 3. All other incidental work necessary to complete drinking fountain with dog water bowl installation in accordance with the Contract Documents.

Bid Item 49 – Relocate Dog Bag Dispenser and Signs

- A. Units: Each (EA).
- B. Measurement: The number of dog bag dispensers and signs actually relocated.
- C. Payment includes full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to construct complete and in place, the relocate dog bag dispenser and signs in accordance with the contract documents. Partial payments based on Engineer's determination.

SPECIAL PROVISIONS

- D. Scope of bid item: relocate dog bag dispenser and signs includes, but is not limited to the following:
1. Disconnecting dog bag dispenser and signs (2 signs per dispenser) from existing wood posts.
 2. Providing the dog bag dispenser and signs new post and footings per the plans.
 3. Installing the dog bag dispenser and signs on the new post per the plans.
 4. All other incidental work necessary to complete relocate dog bag dispenser and signs in accordance with the Contract Documents.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

10-1.02C(2) Irrigation Facilities

Add to the end of Section 10-1.02C(2):

Protect existing irrigation components and such components to be relocated before performing any other construction activity in the area. You are cautioned that existing irrigation lines within the Park are shallow and can be easily damaged by heavy equipment driving over the surface.

You must repair damages to turf, landscaping, and irrigation infrastructure caused by your access to the project site and your operations in accordance with Section 20 Landscaping and applicable current engineering standards. Damages to irrigation system must be repaired within (2) days, and at no cost to the City. You must notify the City and Engineer immediately of any broken irrigation lines so that City can shut off the irrigation system to allow such repairs.

Prior to work on the new irrigation system all existing irrigation laterals within the project site shall be disconnected and may be abandoned in place. All existing irrigation heads within the project site must be removed.

Cap laterals outside of the project site to allow existing irrigation system outside of project limits to remain operational to surrounding planted and turf areas during construction.

15 EXISTING FACILITIES

Add to Section 15-1.01 GENERAL:

Properly recycle or dispose of items called for removal. Salvage log barriers to the City, at a location indicated by the City (on Park Site).

SPECIAL PROVISIONS

Add Section 15-1.01A, PRE- AND POST-CONSTRUCTION VIDEO:

You must provide pre- and post-construction video, documenting all construction access areas, staging areas, and all other areas of the Project Site subject to construction activities. Notify City a minimum of 3 working days prior to pre-construction video, to allow City opportunity to accompany video tapings. Submit pre-construction video to City within 3 working days of the videotaping, to allow City to review and comment on videotape. Provide post-construction video, covering at a minimum, same coverage as the pre-construction video, documenting all areas accessed by Contractor, any damage and repairs required. Submit post-construction video a minimum of 3 working days prior to scheduling final job walk/punchlist. You will be notified of any property restoration issues/punchlist items during the job walk.

DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

Add to Section 19-1.01A GENERAL, Summary:

For the purposes of this project, all references to “roadway” or “highway” found in Section 19 is defined as the “project site” or “project Improvements.” For example, Roadway Excavation means Project Site Excavation.

Earthwork must be performed in accordance with the plans, these special provisions, the standard specifications and the project geotechnical engineering report prepared by Earth Systems Pacific, dated August 4, 2023, included in Appendix C. In instances where conflict exists, the more stringent determination will apply unless approved otherwise by the engineer.

Add to Section 3.02C Structure Backfill:

Non-expansive fill beneath exterior pedestrian flatwork. Where the plans call for 24” of non-expansive fill beneath flatwork/sidewalks, such fill must meet the material requirements of Section 19-3.02C Structure Backfill, and must be compacted to 95% relative compaction. Class 2 aggregate base per Caltrans Section 26 may be used to fulfill the 24” non-expansive fill requirement.

20 LANDSCAPE

Add to Section 20-1.02D Organic Soil Amendments:

20-1.02D(2) Soil Testing

Provide agronomic soil tests from a laboratory that uses methods of soil analysis approved by the American Society of Agronomy and the Soil Science Society of America. Collect soil samples from at least four (4) different locations at a depth from 8 to 14 inches from the surface of the park. Use sample locations that best represent areas that will be used for planting and seeding work. Provide location of proposed sample locations for approval by the Engineer. Collect testing samples after the finished grade is achieved.

SPECIAL PROVISIONS

Test Results must include the following:

SPECIAL PROVISIONS

Test Element	Method
pH	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 16 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 21a
Saturation Extract	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2
Sodium Adsorption Ratio	Methods of Soil Analysis, Part 3 chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Water Infiltration Rate	USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 34B
Base Saturation	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20
Exchangeable Ammonium cation	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 38
Cation Exchange Capacity	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20
Electrical Conductivity	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2
Soil Texture	Methods of Soil analysis, Part 1, Physical and Mineralogical Methods, Soil Science Society of America, Inc., 1986, Chapter 15
Organic Content	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 37
Boron	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 38 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Calcium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Chloride	Methods of Soil Analysis, Part 3 chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Copper	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 26, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Iron	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 23, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method

SPECIAL PROVISIONS

Magnesium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 20, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Calcium/Magnesium Carbonate	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 34
Manganese	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 24, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Nitrate	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 31, Ion Selective Electrodes (ISE), Method
Phosphorus	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 32, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Potassium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 19, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Sodium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 19, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Sulfate/Sulfur	Communication Soil Science Plant Analysis, Chapter 33, 2002 Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method, Optimization of a Method for soil sulfur extraction,
Zinc	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 26, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method

Laboratory interpretation data must cite low, medium, and high nutrient concentrations, nutritional deficiencies, excesses, and potential toxicities. Test results must include amendment recommendations for new and existing planting and seeding. Submit test results and any recommended design modifications as a result of the test 15 days before any planting, seeding, or soil amendments activities.

Replace Section 20-1.03A(1) CONSTRUCTION, General with.

The following inspections and testing are required as the work progresses. Provide the Engineer with two working days' notice of the need for inspection. Correct all work that does not pass inspection or testing and request re-inspection or re-testing. Do not proceed with the next order of work until the inspection or testing has passed and the Engineer gives direction to proceed with the next order of work. The Engineer may reject any work done without necessary pre-approval.

1. Existing irrigation - preexisting damage check
2. Tree protection
3. Erosion control
4. Site clearance
5. Finish Grading
6. Mow strip chalk layout
7. Mow strip formwork
8. Soil conditioning materials

SPECIAL PROVISIONS

9. Soil conditioning
10. Irrigation mainline, valve, controller and heads - flag layout
11. Irrigation audit / Coverage test
12. Full irrigation system test
13. Re-test of existing irrigation
14. Drip Irrigation distribution tubing run - chalk layout
15. Plant delivery
16. Plant layout (excluding ground cover) - actual or flagged
17. Planting completion
18. Drip installation micro tubing, emitter placement and flow test
19. Controller operation test, manual and automatic
20. Existing irrigation - damage check
21. Final Submittals and Record Drawings
22. Completion of establishment maintenance period

Add to Section 20-1.03B MATERIAL, Pesticides:

Select herbicides from the following table:

Herbicide name	Herbicides					
	Herbicide type					
	Preemergent (granular)	Preemergent (non granular)	Post-emergent	Selective	Non-selective	Systemic
Glyphosate	--	--	X	--	--	X

Replace Section 20-2.01B(7) GENERAL, Materials – Valve Boxes and Covers with:

Valve boxes must be high density polyethylene (HDPE) in green color.

Covers must be:

1. High density polyethylene (HDPE)
2. Have a flush cover
3. Include locking components

Valve box covers must be labeled. Labels must:

1. Be burnished with letters of the valve type – min. 1” in height

Covers for valve boxes that contain remote control valves must be labeled with the controller and station.

Covers for valve boxes that contain irrigation equipment must be labeled with the standard abbreviation for that equipment.

Remote control valves must be labeled with a polyurethane tag. Attach the tag tightly with a nylon tie to the conductor wire. The tag must be stamped on both sides with the

SPECIAL PROVISIONS

appropriate letters and numbers at least 1 inch high showing the valve's controller and station.

Add to the list in the 1st paragraph of section 20-2.02B(4):

7. Be powder coated by the manufacturer to match color no. 20450 of AMS-STD-595.

Add to section 20-2.04B Materials:

All conductors shall be installed in a 1" PVC conduit. You may use conductors that are not armor-clad when installed in a conduit.

Add to section 20-2.05B FLOW SENSORS, Materials:

Flow sensor cable must:

1. Be rated for 600V.
2. Be rated for 194 degrees F.
3. Be UL listed as Type TC.
4. Comply with specifications of ICEA/NEMA.
5. Consist of two no. 16 minimum stranded copper conductors. Insulated conductor must be color coded with a PVC or nylon jacket.
6. Include a tinned copper braid or aluminized polyester film shield. Where the film is used, a no. 18 or larger, stranded or no. 16 solid, tinned, copper drain wire must be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
7. Include a black PVC jacket with a minimum nominal thickness of either 50 mils or 48 mils where capacitance of conductors to other conductors and the shield is 87 pF/ft or better. The cable jacket must be marked with the insulation type designation, conductor size, and voltage and temperature ratings.
8. Have an outside diameter from 0.29 to 0.45 inch.
9. Be UV resistant and of the direct burial type.
10. Have no splices between components except where shown.

Add to section 20-2.06B(2)(a) IRRIGATION CONTROLLERS:

Furnish 2 keys for each irrigation controller enclosure door lock before Contract acceptance.

Add section 20-3.01B(5)(a) PLANTING, Root Stimulants:

20-3.01B(5)(b) Mycorrhizae Inoculant

Mycorrhizae inoculant must be a commercially available powder or granular product with beneficial microorganisms that will improve the ability of plant roots to absorb water and nutrients. The product must have a minimum of 13 species of fungi. Spores per gram must be 80 or greater.

Add between the 2nd and 3rd paragraphs of section 20-4.01A PLANT ESTABLISHMENTS WORK, Summary:

This project has a Type 1 plant establishment period.

SPECIAL PROVISIONS

Add to the beginning of the 1st paragraph of section 20-4.03A CONSTRUCTION, General:

Maintain a neat and presentable job site during plant establishment including areas not visible to the public.

Add to section 20-4.03C CONSTRUCTION, Fertilizing:

Apply slow-release fertilizer to the plants at the end of the 90-day maintenance period.

Add to section 20-4.03D CONSTRUCTION, Weed Control:

Dispose of weeds under section 20-1.03C(4).

Add to section 20-4.03 CONSTRUCTION:

20-4.03L Pest and Disease Control

Control pests under this section and section 20-1.03B.

**Replace section 20-5.06 RESERVED with:
20-5.06 DECORATIVE BOULDERS**

20-5.06A General

20-5.06A(1) Summary

Section 20-5.06 includes specifications for placing decorative boulders.

20-5.06A(2) Definitions

Not Used

20-5.06A(3) Submittals

Not Used

20-5.06A(4) Quality Assurance

Contractor shall confirm existing and relocated boulder locations and face with Engineer.

20-5.06B Materials

Relocate existing boulders as shown on plans. Contractor shall stockpile boulders in a suitable location on-site until such time boulders are relocated and placed into final position.

20-5.06C Construction

Mark proposed locations for placement of boulders. Final location and orientation of the boulders must be authorized at least 5 business days prior to installation. Apply anti-graffiti coating to all exposed surfaces of the boulders. Place surplus excavated material throughout the job site under section 19-2.03B. Compact subgrade under the boulder to not less than 90 percent relative compaction.

Place boulder as shown on the plans such that approximately 1/3 of the boulder height is

SPECIAL PROVISIONS

buried below the finished grade. Backfill and tamp remaining soil voids around the boulder until finished grade is level with the surrounding area. If backfill area has settled, refill with additional soil and tamp.

20-5.06D Payment

Not Used

**Replace section 20-10.02C(2) EXISTING IRRIGATION FACILITIES, Construction,
Check and Test Existing Irrigation Facilities with:**

20-10.02C(2) Check and Test Existing Irrigation Facilities

Check and test existing irrigation system facilities that will remain in place or will be relocated before performing clearing and grubbing, earthwork, or other construction activity that will affect the existing irrigation system.

When available, use existing irrigation control software program and flow sensors to conduct the test. Clear obstructions in strainers and filters before conducting tests. The Engineer determines the test watering cycle lengths and controller information to be utilized during the tests.

Check for deficiencies in the existing irrigation systems including:

1. Missing, damaged or malfunctioning irrigation components
2. Leaks on supply line and irrigation components
3. Electrical continuity between irrigation controller and irrigation components
4. Electrical power at the irrigation controller
5. Communication between irrigation controller and remote access devices

Correct deficiencies as ordered. The correction of deficiencies shall be performed at no additional cost to the City.

DIVISION IV SUBBASES AND BASES

39 ASPHALT CONCRETE

Add to Section 39-1.02F RECLAIMED ASPHALT PAVEMENT:

Asphalt concrete with 25% RAP may be used for paving operations.

DIVISION VII DRAINAGE FACILITIES

70 MISCELLANEOUS DRAINAGE FACILITIES

70-6 Grated Line Drains

Modify Section 70-6.02A General:

SPECIAL PROVISIONS

To the first paragraph, replace “Grated line drain must be on the Authorized Material List for grated line drains” with “Grated line drain (trench drain) must be Zurn Z886-HD or approved equal,”

Replace Section 70-6.02C Line Drain Frames and Grates:

Grated line drain grate must be Zurn P6-BDD Bronze grate or approved equal.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.01 General

Concrete removal must be per Section 73-1.03A and City Standard Detail 4910. Dowel existing concrete into new concrete per Section 73-1.03F and City Standard Detail 4110.

80 FENCES

Replace paragraph 1 of Section 80-3.01C Submittals with:

Provide vinyl-clad fabric specified in Section 80-3.02C Fabric, submit a certificate of compliance for the system.

Add Section 80-3.02F Gates:

Gate hinges shall be Trademark Hardware TIGER compact hinge and CLB attachment for installation on round chain link fence posts. (www.tmhardware.com)

Gate latch to be Trademark Hardware Locinox Gate Lock LUKYJ5 with part number 3019LA-S-C-V for installation on round chain link gates. Also provide CLH-LA tension bar to secure the gate lock in place.

All gates shall be keyed alike, manufacturer option (GMA).

Provide two ADA kick plates (10" tall x 36" wide, galvanized steel) to the bottom of each gate. Kick plates shall have rounded edges. Provide 3/16" galvanized bolts with lock washers (6 each gate). Provide shop drawings.

Add to Section 80-3.03 CONSTRUCTION

Install gate hardware according to the manufacturer's specifications.

Install kick plates to fences by placing one plate on each side of the fence fabric and bolting through both plates at each corner and at the mid-point of the plate (top and bottom). Use lock washers.

SPECIAL PROVISIONS

DIVISION XIII APPENDICES

Add Section 100-1.01 APPENDICES:

Refer to Appendix A: Form of Agreement

Refer to Appendix B: CSI Technical Specifications

Refer to Appendix C: Geotechnical Engineering Report, City of San Luis Obispo,
Laguna Lake Dog Park Revitalization Project, Dalidio Road, San Luis Obispo, California

APPENDIX

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **COMPANY NAME** (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

LAGUNA LAKE DOG PARK REVITALIZATION, SPEC NO. 2000526-001

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1.					
2.					
3.					

BID TOTAL: \$ _____ .00

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

APPENDIX

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds
15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In

APPENDIX

instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

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

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Derek Johnson, City Manager

APPROVED AS TO FORM

CONTRACTOR:

Name of Company

J. Christine Dietrick
City Attorney

By: _____
Name of CAO/President
Its: CAO/PRESIDENT

(2nd signature required if Corporation):

By: _____
Name of Corporate Officer

Its: _____

APPENDIX

**APPENDIX B - CSI TECHNICAL SPECIFICATIONS
DIVISION 32 – Exterior Improvements**

32 33 00 Site Furnishings

SECTION 32 33 00

SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide the following site furnishings, including accessories, as required for complete, finished installation.
 - 1. 7' x 13' Shade Sail
 - 2. 14.5' x 18' Shade Sail
 - 3. 12.5' x 20' Shade Sail
 - 4. Triangular Shade Sail
 - 5. Drinking Fountain

1.2 RELATED SECTIONS:

- A. Division 01 General Requirements, which contain information and requirements that apply to the work specified herein.

1.3 SUBMITTALS

- A. General: Submittals to be in accordance with the requirements of the Standard Specifications. Review or acceptance, as specified, by the Engineer required prior to commencement of work.
- B. Deferred Submittal: For the shade structure, refer to Section 5 of the special provisions for additional requirements. Contractor shall be responsible for securing the City Building Permit, and installing the shade structure per approved plans and the Building Permit, at no additional cost to the City. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns, and textures for all site furnishings listed.
- C. Warranty: Manufacturer's standard warranty.

1.4 QUALITY ASSURANCE

- A. Workmanship and Materials: All workmanship and materials within this Section shall conform strictly to the manufacturer's specifications installation instructions and guarantees.
- B. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.5 SUBSTITUTIONS, ADDITIONS AND DELETIONS

- A. General: Submit proposals for substitutions for review and approval. Acceptance by the Engineer is required prior to proceeding with the work under this Section. Provide descriptive catalog literature for each item to be substituted.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Handling of site furnishings: The Contractor is cautioned to exercise care in handling, loading, unloading, storing and installation of site furnishings. All materials shall be transported in a vehicle that allows the materials to lie flat, not to subject it to undue bending or concentrated external load at any point. Any materials that have been dented or damaged will be discarded and, if installed, shall be replaced.
- B. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, or theft.

PART 2 - PRODUCTS

2.1 SHADE STRUCTURE

- A. General. Shade structures shall all be of the same manufacturer.

2.2 7' X 13' SHADE SAILS

- A. USA Shade, 1085 N. Main Street, Suite C, Orange, California 92867 or approved equal
Phone: (714) 427-6987. Website <https://www.usa-shade.com/>

Shade Sail: Custom shade sail, contact manufacturer for more information.

Mounting: See plans.

Color: 2 shade sails shall be sky blue (495626)
2 shade sails shall be steel grey (495718)

2.3 14.5' X 18' SHADE SAIL

- A. USA Shade, 1085 N. Main Street, Suite C, Orange, California 92867 or approved equal
Phone: (714) 427-6987. Website <https://www.usa-shade.com/>

Shade Sail: Custom shade sail, contact manufacturer for more information.

Mounting: See plans.

Color: Steel grey (495718)

2.4 12.5' X 20' SHADE SAIL

- A. USA Shade, 1085 N. Main Street, Suite C, Orange, California 92867 or approved equal

Phone: (714) 427-6987. Website <https://www.usa-shade.com/>

Shade Sail: Custom shade sail, contact manufacturer for more information.

Mounting: See plans.

Color: Sky blue (495626)

2.5 TRIANGULAR SHADE SAILS

- A. USA Shade, 1085 N. Main Street, Suite C, Orange, California 92867 or approved equal
Phone: (714) 427-6987. Website <https://www.usa-shade.com/>

Shade Sail: Custom shade sail, contact manufacturer for more information.

Mounting: See plans.

Color: Smaller triangle shall be steel grey (495718)
Larger triangle shall be sky blue (495626)

2.6 DRINKING FOUNTAIN & DOG WATER STATION

Most Dependable Fountains Model 440 SMSS w/ Optional Pet Fountain (blue) or approved equal. 5705 Commander Dr., Arlington, TN 38002; www.mostdependable.com; (901) 867-0039

PART 3 - EXECUTION

3.1 GENERAL

- A. Handle and install site furnishings in accordance with manufacturer's approved shop drawings and instructions.
- B. Deliver manufactured furnishings in original packaging. Protect and secure furnishings delivered to site from damage and theft.

3.2 SITE FURNISHINGS

- A. Layout of Site Furnishings
1. Layout: Layout site furniture according to the locations shown on the drawings, and as required by the Engineer.
 2. Examination: Examine areas to receive site furnishings. Notify Engineer of conditions that would adversely affect installation or subsequent use. Do not begin installation until unacceptable conditions are corrected.
 3. Adjustments: The Engineer reserves the right to make adjustments in the locations of the site furniture without additional cost to the County.
 4. Quantity of furnishings shall be as specified on plans and in these specifications.

B. Installation of Site Furnishings

1. Drinking fountain to be surface mounted. Provide 1.5" schedule 40 PVC drainpipe stub through concrete base and a 1/2" supply line for water supply. Provide p-trap prior to connecting to the sewer line. Contractor to supply shop drawings. Flush and disinfect the potable water line after connection per Section 77-2.03J.
2. Set site furnishings level and true to line, in correct relationship to adjacent materials.
3. Bolt down in place or secure by other means all furnishings, as indicated in these specifications.
4. Prepare subgrade and footings for the shade sails per plans and manufacturer's instructions. Install shade sails per manufacturer's specifications. Layout per plans.

C. Cleaning:

1. The contractor shall clean the jobsite of excess materials and any debris that is caused by surface mounting.
2. Clean furnishings promptly after installation in accordance with manufacturer's instructions.
3. Do not use harsh cleaning materials or methods that could damage finish.

3.3 FINAL ACCEPTANCE

- A. Final Acceptance shall be when all furnishings and fixtures are installed in accordance with approved Drawings and to manufacturer's specifications, and all damaged parts and items are replaced.
- B. Submit product maintenance data.

END OF SECTION

APPENDIX

APPENDIX C - GEOTECHNICAL ENGINEERING REPORT

CITY OF SAN LUIS OBISPO, LAGUNA LAKE DOG PARK REVITALIZATION PROJECT, DALIDO
ROAD, SAN LUIS OBISPO, CALIFORNIA,

BY:

EARTH SYSTEMS PACIFIC, FILE NO. 306228-001.SER, DATED AUGUST 4, 2023

**GEOTECHNICAL ENGINEERING REPORT
LAGUNA LAKE DOG PARK IMPROVEMENTS
504 MADONNA ROAD
SAN LUIS OBISPO, CALIFORNIA**

August 4, 2023

Prepared for

Wallace Group

Prepared by

Earth Systems Pacific
4378 Old Santa Fe Road
San Luis Obispo, CA 93401

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August 4, 2023

FILE NO.: 306228-001

Ms. Ann Sever
Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

PROJECT: LAGUNA LAKE DOG PARK IMPROVEMENTS
504 MADONNA ROAD
SAN LUIS OBISPO, CALIFORNIA

SUBJECT: Geotechnical Engineering Report

REF: Proposal for a Geotechnical Engineering Investigation, by Earth Systems Pacific,
Doc. No. SLO-2306-001.PRP, dated June 1, 2023 (revised June 27, 2023).


Dear Ms. Sever:

This geotechnical engineering report has been prepared for use in the development of plans and specifications for the proposed improvements at the Laguna Lake Dog Park in San Luis Obispo, California. Preliminary geotechnical recommendations for site preparation, grading, utility trench backfill, foundations, exterior pedestrian flatwork, Hot Mix Asphalt (HMA) pavement design criteria, drainage around improvements, and construction observation and testing are presented herein.

We appreciate the opportunity to have provided professional services for this project and look forward to working with you again in the future. If there are any questions concerning this report, please do not hesitate to contact the undersigned.

Sincerely,

Earth Systems Pacific


Robert Down, PE
Principal Engineer




Jennifer Campbell, PE
Project Engineer

Doc. No.: 2308-014.SER/pm



TABLE OF CONTENTS

	<i>Page</i>
COVER LETTER.....	ii
TABLE OF CONTENTS.....	iii
APPENDICES	iii
1.0 INTRODUCTION AND SITE SETTING	1
2.0 SCOPE OF SERVICES	1
3.0 PREVIOUS FIELD INVESTIGATION AND LABORATORY ANALYSIS.....	3
4.0 GENERAL SUBSURFACE PROFILE.....	3
5.0 CONCLUSIONS.....	4
Strong Seismic Shaking	4
Expansion Potential	4
Soil Erosion.....	4
Liquefaction Potential.....	5
6.0 PRELIMINARY GEOTECHNICAL RECOMMENDATIONS.....	5
Site Preparation	6
Grading.....	6
Utility Trenches.....	7
Foundations	8
Exterior Pedestrian Flatwork	11
HMA Pavement Design Criteria	12
Drainage and Maintenance.....	13
Observation and Testing.....	14
7.0 CLOSURE.....	15
TECHNICAL REFERENCES.....	17

APPENDICES

- APPENDIX A** Site Vicinity Map
 - Exploration Location Map
 - Boring Log Legend
 - Previous Boring Log

- APPENDIX B** Previous Laboratory Test Results

- APPENDIX C** Typical Detail A: Pipe Placed Parallel to Foundations



1.0 INTRODUCTION AND SITE SETTING

We understand new site amenities are planned for the approximately 3-acre Laguna Lake Dog Park in San Luis Obispo, California. Based on the provided site plan, we understand the improvements will include new shade sails, concrete pedestrian paving, fencing, and other ancillary features. New utilities including irrigation lines are also planned. We assume the shade sails will be constructed with shallow conventional foundation elements or drilled caisson foundations. We assume proposed grades will be approximately those of existing grades; therefore, minor grading cuts and fills on the order of about 1 to 2 feet are anticipated. We assume no drainage basins or LID/BMP stormwater infiltration systems are currently planned. The site location is shown on the Site Vicinity Map presented in Appendix A.

The approximate site coordinates of latitude 35.2646N and longitude 120.6827W were obtained from the Google Earth Website (Google Earth 2023). The site is surrounded by internal roads, car parking, and Laguna Lake. The site generally slopes westward toward Laguna Lake with drainage by sheet flow to the west.

2.0 SCOPE OF SERVICES

The scope of work for this geotechnical engineering report included a general site reconnaissance, review of previous field exploration and laboratory testing, geotechnical analysis of the data, and preparation of this report. The geotechnical analysis and subsequent recommendations were based, in part, upon a site plan and verbal information provided by the client.

This report and recommendations are intended to comply with the considerations of Sections 1803.1 through 1803.6, J104.3 and J104.4, as applicable, of the 2022 California Building Code (CBC) and common geotechnical engineering practice in this area under similar conditions at this time. The test procedures were accomplished in general conformance with the standards noted, as modified by common geotechnical engineering practice in this area under similar conditions at this time.

Preliminary geotechnical recommendations for site preparation, grading, utility trench backfill, foundations, exterior pedestrian flatwork, Hot Mix Asphalt (HMA) pavement design criteria, drainage around improvements, and construction observation and testing are presented to guide the development of project plans and specifications. As there may be geotechnical issues yet to be resolved, the geotechnical engineer should be retained to provide consultation as the



design progresses, and to review project plans as they near completion to assist in verifying that pertinent geotechnical issues have been addressed and to aid in conformance with the intent of this report.

It is our intent that this report be used exclusively by the client to form the geotechnical basis of the design of the proposed Laguna Lake Dog Park improvements, and in the preparation of plans and specifications. Application beyond this intent is strictly at the user's risk. If future property owners wish to use this report, such use will be allowed to the extent the report is applicable, only if the user agrees to be bound by the same contractual conditions as the original client, or contractual conditions that may be applicable at the time of the report's use.

This report does not address issues in the domain of contractors such as, but not limited to, site safety, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, dewatering, temporary slope angles, construction means and methods, etc. Analyses of site or areal geology, and of the soil for lead or mold potential, radioisotopes, asbestos (either man-made or naturally occurring), hydrocarbons, or other chemical properties are beyond the scope of this report. Evaluation of ancillary features such as fences, flag poles, signage, and nonstructural fills are all not within our scope and are also not addressed. Design and/or suitability of LID features such as retention basins, bioswales, or other improvements, and determination of site suitability and design of on-site effluent disposal systems are also beyond our scope.

In the event that there are any changes in the nature, design, or location of improvements, or if any assumptions used in the preparation of this report prove to be incorrect, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions of this report modified or verified by the geotechnical engineer in writing. The criteria presented in this report are considered preliminary until such time as any peer review or review by any jurisdiction has been completed, conditions have been observed by the geotechnical engineer in the field during construction, and the recommendations have been verified as appropriate, or modified by the geotechnical engineer in writing.



3.0 PREVIOUS FIELD INVESTIGATION AND LABORATORY ANALYSIS

On November 12, 2008, one exploratory boring (Boring 2) was drilled in the vicinity of the proposed dog park improvements with a Mobile B-53 drill rig equipped with an 8-inch outside diameter hollow stem auger and an automatic drop hammer for sampling. The boring was drilled to a depth of about 16.5 feet below the existing ground surface (bgs). As the exploratory boring was drilled, soil samples were obtained using a 3-inch outside diameter ring-lined barrel sampler (ASTM D 3550-01 with shoe similar to ASTM D 2937-04). Standard penetration tests were also conducted at selected depths (ASTM D 1586-99). A bulk soil sample was obtained from the auger cuttings between depths of about 2 to 4 feet. The approximate location of the boring is shown on the Exploration Location Map in Appendix A.

Soils encountered in the boring were categorized and logged in general accordance with the Unified Soil Classification System and ASTM D 2488-06. Where bedrock was encountered, its properties were described based upon observation of the Standard Penetration Test sample, observation of the auger cuttings, the effort required to drill into the bedrock, and effort required to drive samplers into the bedrock. A copy of the boring log and a Boring Log Legend are included in Appendix A. In reviewing the boring log and legend, the reader should recognize that the legend is intended as a guideline only, and there are a number of conditions that may influence the characteristics observed during drilling. These include, but are not limited to, the presence of cobbles or boulders, cementation, variations in soil moisture, presence of groundwater, and other factors. Consequently, the logger must exercise judgement in interpreting the subsurface characteristics, possibly resulting in descriptions that vary somewhat from the legend. The reader should also consider the sampler type used when reviewing the blow counts.

Selected ring samples were tested for unit weight and moisture (ASTM D 2937-04, as modified for ring liners). A bulk sample was tested for maximum density and optimum moisture (ASTM D 1557-07) and expansion index (ASTM D 4829-07). Results of the 2008 laboratory tests are presented in Appendix B.

4.0 GENERAL SUBSURFACE PROFILE

Boring 2 (ESP 2008), located in the vicinity of the proposed dog park improvements, encountered about 2 feet of fill consisting of stiff sandy lean clay overlying alluvium. The alluvium consisted of sandy fat clay and sandy lean clay with gravel. The alluvial clay soils were



in a very stiff condition. Serpentinite of the Franciscan mélange was encountered in the exploration at 15 feet bgs. The soil and rock were described during drilling as being slightly moist to very moist. Subsurface water was not encountered in Boring 2 to the maximum depth explored of 16.5 feet bgs.

5.0 CONCLUSIONS

In our opinion, the site is suitable, from a geotechnical engineering standpoint, for the proposed dog park improvements. The primary geotechnical engineering concerns at the site are the potential for strong seismic shaking, expansion potential of the surficial soils, and erosion potential of the site soils. Liquefaction potential is also addressed below.

Strong Seismic Shaking

The site is in a region of high seismic activity, with the potential for large seismic events that could generate strong ground shaking. Seismic acceleration parameters should be utilized in the design of the structure so that potential damage is reduced during a seismic event. Seismic acceleration design parameters are presented in the “Foundations” Section of this report.

Expansion Potential

An expansion index (EI) test of the near-surface alluvial soils resulted in a value of 128. Per CBC Section 1803A.5.3, the soils are considered to be expansive. The more commonly used ASTM classification is that the soils are considered to have “high” expansion potential. Expansive soils tend to swell with seasonal increases in moisture and shrink during the dry season as subsurface moisture decreases. The volume changes that these materials undergo in this cyclical pattern can stress and damage foundations and pedestrian flatwork if precautionary measures are not incorporated into the design and construction procedures. Recommendations for reducing the potential effect of expansive soils on the proposed shade sail foundations and pedestrian flatwork are provided in the following sections.

Soil Erosion

The soils are considered highly erodible. It is essential that all surface drainage be controlled and directed to appropriate discharge points, and that surface soils, particularly those disturbed during construction, are stabilized by vegetation or other means during and following construction. The architect/engineer should ensure appropriate nonerosive overland escape if storm water drainage systems fail or are overwhelmed during significant storm event(s), so that soils are not eroded.



Liquefaction Potential

The site is mapped by the County of San Luis Obispo (SLOCO 2023) as being in an area of moderate liquefaction potential. As discussed above, the subsurface material encountered in Boring 2 generally consisted of stiff to very stiff clays overlying Franciscan mélange bedrock. Additionally, free subsurface water was not encountered in Boring 2. Therefore, in our opinion, the potential for liquefaction settlement to impact the site may be considered low.

6.0 PRELIMINARY GEOTECHNICAL RECOMMENDATIONS

These recommendations are applicable for the proposed project as described in the “Introduction and Site Setting” Section of this report. If other improvements not previously mentioned are included, the geotechnical engineer should be contacted for revised recommendations.

Unless otherwise noted, the following definitions are used in the recommendations presented below. Where terms are not defined, definitions commonly used in the construction industry are intended.

- **Shade Sail Foundation Areas:** The area within and extending a minimum of 5 feet beyond the perimeter of the foundations of the proposed shade sails. The shade sail area also includes the footprints of any improvements that are rigidly connected to the shade sail structures and that are expected to perform in a similar manner, if planned.
- **Flatwork Areas:** The areas within the limits of all flatwork.
- **Existing Grade:** Elevations of the site that existed as of the date of this report.
- **Scarified:** Thoroughly plowed or ripped in two orthogonal directions to a depth of not less than 8 inches.
- **Moisture Conditioned:** Soil moisture content adjusted by wetting or drying to optimum moisture content, or just above, prior to application of compactive effort.
- **Compacted/Recompacted:** Soils placed in level lifts not exceeding 8 inches in loose thickness and compacted to a minimum of 90 percent of maximum dry density, unless specified otherwise. The standard tests used to establish maximum dry density and field density should be ASTM D 1557-12 and ASTM D 6938-17, respectively, or other methods acceptable to the geotechnical engineer and jurisdiction.
- **Nonexpansive Material:** Nonexpansive material is defined as being a coarse-grained soil (ASTM D2487-17) and having an expansion index of 10 or less (ASTM D4829-19)



Site Preparation

1. The existing areas designated for site improvements should be prepared for construction by removing all existing improvements, foundations, vegetation, trees and associated root balls, debris, and other deleterious materials. Any existing unsuitable fill soils should be completely removed and replaced as compacted fill. Any existing utility lines that will not remain in service should be either removed or abandoned. The appropriate method of utility abandonment will depend upon the type and depth of the utility. Recommendations for abandonment during construction can be made as necessary.
2. Voids created by the removal of materials or utilities, and extending below the recommended overexcavation depth, should be immediately called to the attention of the geotechnical engineer. No fill should be placed unless the underlying soil has been observed by the geotechnical engineer.

Grading

1. Following site preparation, the soils in the proposed flatwork areas should be removed on a level plane to a depth of 24 inches below existing grade. The upper 24 inches of soil beneath pedestrian flatwork areas should consist of compacted nonexpansive material as described in subsequent Paragraph 3. During construction, locally deeper removals may be recommended based on field conditions. The resulting soil surface should then be scarified, moisture conditioned, and compacted prior to placing any fill soil.
2. Voids created by dislodging cobbles and/or debris during scarification should be backfilled and compacted, and the dislodged materials should be removed from the area of work.
3. On-site material and approved import materials may be used as general fill up to 24 inches below bottom of pedestrian flatwork areas. As discussed, the upper 24 inches of soil beneath the pedestrian flatwork areas should consist of nonexpansive fill. Nonexpansive material is defined as being a coarse-grained soil (ASTM D2487-17) and having an expansion index of 10 or less (ASTM D4829-19). All imported soil should be nonexpansive. Native soil may be used to finish grade or sub-grade in other areas on site. The proposed imported soils should be evaluated by the geotechnical engineer before being used, and on an intermittent basis during placement on the site.



4. All materials used as fill should be cleaned of any debris and rocks larger than 6 inches in diameter. No rocks larger than 3 inches in diameter should be used within the upper 3 feet of finish grade. When fill material includes rocks, the rocks should be placed in a sufficient soil matrix to ensure that voids caused by nesting of the rocks will not occur and that the fill can be properly compacted.
5. Generally, all soils should be compacted to a minimum of 90 percent of maximum dry density as defined above; however, the upper foot of subgrade and all aggregate base in HMA areas should be compacted to a minimum of 95 percent of maximum dry density. Subgrade and aggregate base in areas to be paved should be firm and unyielding when proof rolled with heavy, rubber-tired grading equipment prior to continuing construction.
6. If the soils are overly moist so that they become unstable or if the recommended compaction cannot be readily achieved, drying the soil to optimum moisture content, or just above, may be necessary. Placement of gravel layers or geotextiles may also be necessary to help stabilize unstable soils. If such conditions are found, the geotechnical engineer should be available to assist the contractor in selecting appropriate measures for stabilization of unstable soils. Soils that are disturbed in any manner should be removed, moisture conditioned, and recompacted.
7. In general, all cut and fill slopes should not exceed a 2:1 (horizontal to vertical) slope gradient.

Utility Trenches

1. Unless otherwise recommended, utility trenches adjacent to foundations should not be excavated within the zone of foundation influence as shown on Typical Detail A presented in Appendix C.
2. In general, trench backfill should be compacted to a minimum of 90 percent of maximum dry density. The upper foot of subgrade and all aggregate base in vehicular pavement areas should be compacted to a minimum of 95 percent of maximum dry density.
3. Utilities that must pass beneath a foundation should be placed with properly compacted utility trench backfill and the foundation should be designed to span the trench.



4. A select, noncorrosive, granular, easily compacted material should be used as bedding and shading immediately around utilities. Generally, the soil found at the site may be used for trench backfill above the select material.
5. Compaction of trench backfill by jetting or flooding is not recommended except under extraordinary circumstances. However, to aid in *encasing* utility conduits, particularly corrugated drain pipes, and multiple, closely spaced conduits in a single trench, jetting or flooding may be useful. Flooding or jetting should only be attempted with extreme caution, and any jetting operation should be subject to review by the geotechnical engineer.
6. The recommendations of this section are minimums only and may be superseded by the requirements of the architect/engineer, the recommendations of pipe manufacturers or utility companies, or the requirements of the governing jurisdiction based upon soil corrosivity or other factors.

Foundations

Conventional Shallow Foundations

1. The proposed shade sail foundations may be supported on firm native material. Any fills observed within the footing excavations should be brought to the attention of the geotechnical engineer. Footings should have a minimum embedment depth of 27 inches below lowest adjacent grade; however, footing dimensions should also conform to the requirements of CBC Section 1809 (CBSC 2022). All spread footings should be a minimum of 2 feet square. Footing reinforcement should be in accordance with the requirements of the architect/engineer; minimum continuous footing reinforcement should consist of two No. 5 rebar, one near the top and one near the bottom.
2. Footings should be designed using a maximum allowable bearing capacity of 2,000 psf dead plus live loads.
3. Using these criteria, total and differential static settlement is expected to be on the order of up to 0.5 inches.
4. The allowable bearing capacity may be increased by one-third when transient loads such as wind or seismicity are included.



5. In accordance with Chapter 20 of ASCE 7-16 (2017), Seismic Site Class D (Stiff Soil) was selected based on subsurface data from our boring. The S_1 ground motion value obtained from the Structural Engineers Association of California website (SEAOC 2023) using Seismic Site Class D was 0.382, greater than 0.2; therefore, per Section 11.4.8 of ASCE 7-16, Supplement 3, the project requires site-specific ground motion analyses unless certain exceptions relating to structural design calculations are applied. We have assumed that the Architect/Engineer intends to apply the exception allowed under Note 1 in ASCE 7-16 Supplement 3 to this project; therefore, we are providing the general procedure seismic design parameters based on the site coordinates stated in the “Introduction and Site Setting” section and Seismic Site Class D in accordance with Section 11.4.4 of ASCE 7-16. Unscaled seismic design parameters are shown in the table below. The Architect/Engineer should verify these assumptions during the design process. The project was considered to be Risk Category II as described in Table 1604.5 of the CBC (CBSC 2022).

Table 1: SEISMIC PARAMETERS

Mapped Spectral Response Acceleration for Site Class B		Site Class “D” Adjusted Values				Design Values	
Seismic Parameters	Values (g)	Site Coefficients	Values	Seismic Parameters	Values (g)	Seismic Parameters	Values (g)
S_s	1.036	F_a	1.086	S_{MS}	1.125	S_{DS}	0.750
S_1	0.382	F_v	1.918	S_{M1}	0.733	S_{D1}	0.488
Peak Mean Ground Acceleration (PGA_M) = 0.522g							
Seismic Design Category = D							

6. Lateral loads may be resisted by soil friction and by passive resistance of the soil acting on foundations. Lateral capacity is based on the assumption that the backfill adjacent to foundations is properly compacted. A passive equivalent fluid pressure of 350 pcf and a coefficient of friction of 0.35 may be used in design. These are ultimate values as no factors of safety, load factors, and/or other factors have been applied to any of the values.
7. Foundation excavations should be observed by the geotechnical engineer prior to rebar and PCC placement. Footing excavations should be thoroughly moistened prior to PCC placement and no desiccation cracks should be present.



Caisson Foundations

1. As an alternative to shallow foundations, drilled, cast-in-place caissons may be used to support the proposed shade sails. Caisson dimensions and reinforcement should be in accordance with the requirements of the architect/engineer. The minimum caisson diameter should be 24 inches with minimum embedment of 10 feet below lowest adjacent grade.
2. The caissons should be designed to derive support from skin friction against the alluvium. Capacity in the upper 3 feet bgs should be ignored.
3. The caissons may be designed using a downward (compressive) allowable skin friction value of 400 psf for the alluvium. Skin friction in the upper 3 feet as well as end bearing capacity should not be used in the calculations.
4. An allowable skin friction value of 280 psf can be used for short-term tension (uplift) conditions with alluvium. The self-weight of the caissons may be neglected in the determination of loading, however, it may be included, if needed, for resistance to uplift. Tension (uplift) capacity in the recompacted soils should be neglected.
5. The allowable skin friction values for the caissons may be increased by one-third when transient loads such as wind or seismicity are included. Foundations should be designed using the seismic parameters presented in Table 1 in the "Foundations" section of this report.
6. Passive resistance should be neglected in the upper 3 feet bgs. An ultimate passive resistance within the alluvium based on equivalent fluid pressure of 450 pcf, acting over 2 caisson diameters, may be taken for resistance to short term lateral loads. The structural engineer should apply an appropriate factor of safety to the ultimate values presented above.
7. Caissons should not be constructed closer than three caisson diameters to each other without approval from the geotechnical engineer.
8. Concrete used in caissons should be placed at a slump between 6 and 8 inches in dry excavations and between 8 and 10 inches when placed under water. The concrete in the upper 8 to 10 feet of the caissons should be mechanically consolidated following placement.



9. All caisson excavations should be filled with concrete on the same day as they are drilled. If this is not practicable, the caissons should be secured in a safe manner in conformance with OSHA requirements or other applicable safety standards until concrete can be placed. Any caisson excavation that has not been filled with concrete on the same day as it was drilled should have the surfaces “freshened” by extending the rotating auger into and out of the hole several times immediately prior to placement of the concrete. The bottom of the hole should then be cleaned out again by means of the clean-out bucket.
10. Caisson excavations should be observed by the geotechnical engineer during drilling operations to confirm the subsurface conditions and prior to placement of reinforcing steel and concrete. Special inspection of reinforcing steel and concrete placement for the caissons should also be provided.

Exterior Pedestrian Flatwork

1. Conventional, light-duty PCC pedestrian flatwork should have a minimum thickness of 4 full inches; the thickness of heavy duty PCC should be specified by the architect/engineer. Due to the presence of surficial highly expansive clay, we recommend any exterior flatwork be supported on at least 24 inches of non-expansive fill.
2. Flatwork should be constructed with frequent joints to allow articulation as the flatwork moves in response to seasonal temperature and soil moisture variations. The soil underlying the flatwork should be moisture conditioned prior to casting the flatwork.
3. In conventional construction, it is common to use four to six inches of sand or gravel beneath exterior flatwork. Another measure that can be taken to reduce the risk of movement of the flatwork is to provide thickened edges or grade beams around the perimeter of the flatwork. The thickened edges or grade beams could be up to 12 inches deep with the deeper edges or grade beams providing better protection. At a minimum, the thickened edge or grade beam should be reinforced by two No. 5 rebar, one near the top and one near the bottom.
4. To reduce shrinkage cracks in PCC, the PCC aggregates should be of appropriate size and proportion, the water/cement ratio should be low, the PCC should be properly placed and finished, contraction joints should be installed, and the PCC should be properly cured. PCC materials, placement, and curing specifications should be at the direction of the architect/engineer.



HMA Pavement Design Criteria

The following HMA pavement sections are based upon an assumed R-value of 5, based on clayey soil conditions and our experience with similar sites in the area, and assumed Traffic Indices (TIs) of 4.0 through 7.0. Determination of the appropriate TI for specific areas of the project is left to others. The HMA sections were calculated in accordance with the method presented in the “Highway Design Manual” (Caltrans 2020). The calculated HMA and Class 2 aggregate base (AB) thicknesses are for compacted material. Normal Caltrans construction tolerances should apply.

TABLE 3: HMA Pavement Sections

Traffic Index	HMA (in)	Class 2 AB* (in)
4.0	2.25	8.0
4.5	2.50	10.0
5.0	2.75	11.0
5.5	3.00	13.0
6.0	3.25	14.0
6.5	3.75	15.5
7.0	4.00	16.5

*Per Caltrans (2023) Section 26

1. Pavement should be set back a minimum of 2 feet from any descending slope, and a minimum of 5 feet from any descending slope that is steeper than 20 percent. Alternately, deepened curbs may be used to constrain the HMA and aggregate base. Where curbs are planned in lieu of the recommended set back, the individual situation should be reviewed, and specific recommendations prepared by the geotechnical engineer.
2. The upper 12 inches of subgrade and all aggregate base in HMA areas should be compacted to a minimum of 95 percent of maximum dry density. Subgrade and aggregate base should be firm and unyielding when proof rolled with heavy, rubber-tired grading equipment prior to continuing construction.



3. Finished pavement surfaces should be sloped to freely drain toward appropriate drainage facilities. Water should not be allowed to stand or pond on or adjacent to pavement or other improvements as it could infiltrate into the aggregate base and/or subgrade, causing premature pavement deterioration.
4. To reduce migration of surface drainage into the subgrade, maintenance of pavement areas is critical. Any cracks that develop in the pavement should be promptly sealed.
5. The local jurisdiction may have additional requirements for pavement that could take precedence over the above recommendations.

Drainage and Maintenance

1. Unpaved ground surfaces should be graded during construction, and per Section 1804.4 of the 2022 CBC, finish graded to direct surface runoff away from foundations, slopes, and other improvements at a minimum 5 percent grade for a minimum distance of 10 feet. If this is not feasible due to the terrain, property lines, or other factors, swales with improved surfaces, area drains, or other drainage features should be provided to divert drainage away from these areas.
2. Finished surfaces should be sloped to freely drain toward appropriate drainage facilities. Water should not be allowed to stand or pond on or adjacent to slopes or other improvements.
3. Stabilization of surface soils, particularly those disturbed during construction, by vegetation or other means *during and following construction*, should be implemented to protect the site from erosion damage. Care should be taken to establish and maintain vegetation.
4. To reduce the potential for damage due to erosion it is essential that the surface soils, particularly those disturbed during construction, be stabilized by vegetation or other means during and following construction. Care should be taken to establish and maintain vegetation. Any landscaping and exterior hardscape should be installed to maintain the surface drainage recommended above.
5. To reduce the potential for disruption of drainage patterns and undermining of foundations and other improvements, rodent activity should be aggressively controlled.



Observation and Testing

1. It must be recognized that the recommendations contained in this report are based on a limited number of borings and rely on continuity of the subsurface conditions encountered. Therefore, the geotechnical engineer should be retained to provide consultation during the design phase, to review plans as they near completion, to interpret this report during construction, and to provide construction monitoring in the form of testing and observation.
2. At a minimum, the geotechnical engineer should be retained to provide:
 - Professional observation during grading and backfill
 - Oversight of soil special inspection during grading and foundation construction
3. Special inspection of grading and backfill should be provided as per Section 1705.6 and Table 1705.6 (CBSC 2022). The special inspector should be under the direction of the geotechnical engineer. It is our opinion that none of the grading construction is of a nature that should warrant continuous special inspection; periodic special inspection should suffice. Subject to approval by the Building Official, the exception to continuous special inspection is described in Section 1704.2 (CBSC 2022) and should be specified by the architect/engineer and periodic special inspection of the following items should be provided by the special inspector.
 - Overexcavation to the recommended depth
 - Scarification, moisture conditioning, and compaction of the soil
 - Fill quality, placement, and compaction
 - Utility trench backfill
 - Foundation excavations
4. A program of quality control should be developed prior to beginning grading. The contractor or project manager should determine any additional inspection items required by the architect/engineer or the governing jurisdiction.
5. Locations and frequency of compaction tests should be as per the recommendation of the geotechnical engineer at the time of construction. The recommended test locations and frequency may be subject to modification by the geotechnical engineer, based upon soil and moisture conditions encountered, size and type of equipment used by the contractor, the general trend of the results of compaction tests, or other factors.



6. A preconstruction conference among the owner, the geotechnical engineer, the governing agency, the special inspector, the project inspector, the architect/engineer, and contractors is recommended to discuss planned construction procedures and quality control requirements.
7. The geotechnical engineer should be notified at least 48 hours prior to beginning construction operations. If Earth Systems Pacific is not retained to provide construction observation and testing services, it shall not be responsible for the interpretation of the information by others or any consequences arising therefrom.

7.0 CLOSURE

Our intent was to perform the geotechnical investigation in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the locality of this project and under similar conditions. No representation, warranty, or guarantee is either expressed or implied. This report is intended for the exclusive use by the client as discussed in the "Scope of Services" Section. Application beyond the stated intent is strictly at the user's risk.

This report is valid for conditions as they exist at this time for the type of project described herein. The conclusions and recommendations contained in this report could be rendered invalid, either in whole or in part, due to changes in building codes, regulations, standards of geotechnical or construction practice, changes in physical conditions, or the broadening of knowledge. If Earth Systems Pacific is not retained to provide construction observation and testing services, it shall not be responsible for the interpretation of the information by others or any consequences arising therefrom.

If changes with respect to project type or location become necessary, if items not addressed in this report are incorporated into plans, or if any of the assumptions used in the preparation of this report are not correct, this firm shall be notified for modifications to this report. Any items not specifically addressed in this report should comply with the CBC (CBSC 2022) and the requirements of the governing jurisdiction.

The preliminary recommendations of this geotechnical report are based upon the geotechnical conditions encountered at the site and may be augmented by additional requirements of the architect/engineer, or by additional recommendations provided by the geotechnical engineer based on conditions exposed at the time of construction.



This document, the data, conclusions, and recommendations contained herein are the property of Earth Systems Pacific. This report shall be used in its entirety, with no individual sections reproduced or used out of context. Copies may be made only by Earth Systems Pacific, the client, and the client's authorized agents for use exclusively on the subject project. Any other use is subject to federal copyright laws and the written approval of Earth Systems Pacific.

Thank you for this opportunity to have been of service. If you have any questions, please feel free to contact this office at your convenience.

End of Text.



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APPENDIX A

Site Vicinity Map

Exploration Location Map

Boring Log Legend

Previous Boring Log



NOT TO SCALE

BASE MAP PROVIDED BY: GOOGLE EARTH (2023)



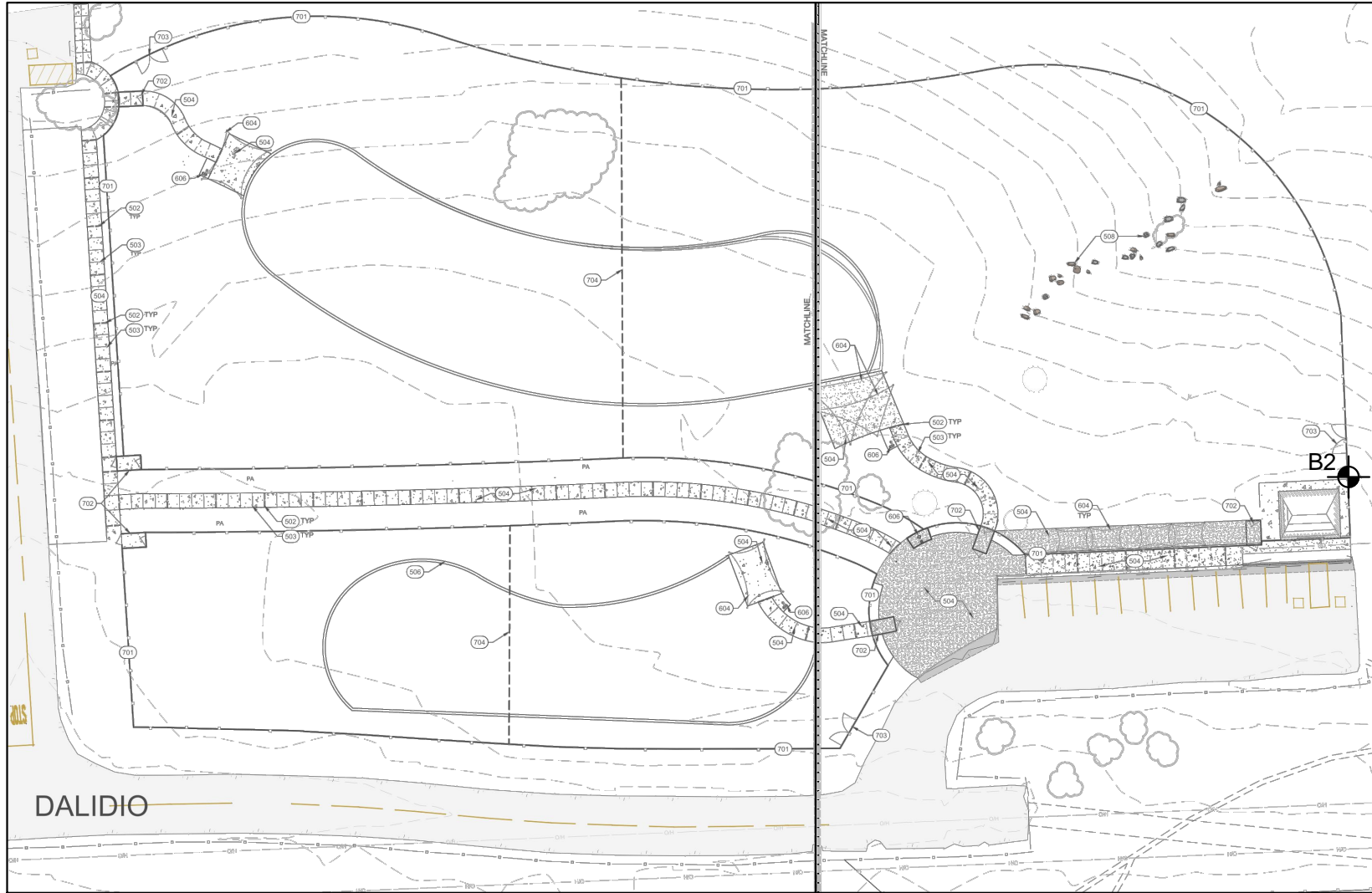
Earth Systems Pacific

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SITE VICINITY MAP
 Laguna Lake Dog Park Improvements
 504 Madonna Road
 San Luis Obispo, California

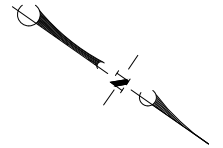
Date
 August 2023
Project No.
 306228-001

306228-001 LAGUNA LAKE DOG PARK 072623.mxd



LEGEND

B1  Boring Location, 2008 (Approx.)



BASE MAP PROVIDED BY: WALLACE GROUP (2023)

NOT TO SCALE



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EXPLORATION LOCATION MAP

Laguna Lake Dog Park Improvements
 504 Madonna Road
 San Luis Obispo, California

Date
 August 2023

Project No.
 306228-001



Earth Systems Pacific

BORING LOG LEGEND

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)

SAMPLE / SUBSURFACE WATER SYMBOLS		GRAPH. SYMBOL	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)					
			MAJOR DIVISIONS	GROUP SYMBOL	TYPICAL DESCRIPTIONS	GRAPH. SYMBOL		
CALIFORNIA MODIFIED STANDARD PENETRATION TEST (SPT) SHELBY TUBE BULK SUBSURFACE WATER DURING DRILLING SUBSURFACE WATER AFTER DRILLING			COARSE GRAINED SOILS MORE THAN HALF OF MATERIAL IS LARGER THAN #200 SIEVE SIZE			GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
						GP	POORLY GRADED GRAVELS, OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
			GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, NON-PLASTIC FINES				
			GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, PLASTIC FINES				
			SW	WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES				
			SP	POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES				
			SM	SILTY SANDS, SAND-SILT MIXTURES, NON-PLASTIC FINES				
			SC	CLAYEY SANDS, SAND-CLAY MIXTURES, PLASTIC FINES				
			FINE GRAINED SOILS HALF OR MORE OF MATERIAL IS SMALLER THAN #200 SIEVE SIZE			ML	INORGANIC SILTS AND VERY FINE SANDS, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
						CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
						OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
						MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
						CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
						OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS							

OBSERVED MOISTURE CONDITION

DRY	SLIGHTLY MOIST	MOIST	VERY MOIST	WET (SATURATED)
-----	----------------	-------	------------	-----------------

CONSISTENCY

COARSE GRAINED SOILS			FINE GRAINED SOILS		
BLOWS/FOOT		DESCRIPTIVE TERM	BLOWS/FOOT		DESCRIPTIVE TERM
SPT	CA SAMPLER		SPT	CA SAMPLER	
0-10	0-16	LOOSE	0-2	0-3	VERY SOFT
11-30	17-50	MEDIUM DENSE	3-4	4-7	SOFT
31-50	51-83	DENSE	5-8	8-13	MEDIUM STIFF
OVER 50	OVER 83	VERY DENSE	9-15	14-25	STIFF
			16-30	26-50	VERY STIFF
			OVER 30	OVER 50	HARD

GRAIN SIZES

U.S. STANDARD SERIES SIEVE				CLEAR SQUARE SIEVE OPENING			
# 200	# 40	# 10	# 4	3/4"	3"	12"	
SILT & CLAY		SAND		GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

TYPICAL BEDROCK HARDNESS

MAJOR DIVISIONS	TYPICAL DESCRIPTIONS
EXTREMELY HARD	CORE, FRAGMENT, OR EXPOSURE CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CAN ONLY BE CHIPPED WITH REPEATED HEAVY HAMMER BLOWS
VERY HARD	CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CORE OR FRAGMENT BREAKS WITH REPEATED HEAVY HAMMER BLOWS
HARD	CAN BE SCRATCHED WITH KNIFE OR SHARP PICK WITH DIFFICULTY (HEAVY PRESSURE); HEAVY HAMMER BLOW REQUIRED TO BREAK SPECIMEN
MODERATELY HARD	CAN BE GROOVED 1/16 INCH DEEP BY KNIFE OR SHARP PICK WITH MODERATE OR HEAVY PRESSURE; CORE OR FRAGMENT BREAKS WITH LIGHT HAMMER BLOW OR HEAVY MANUAL PRESSURE
SOFT	CAN BE GROOVED OR GOUGED EASILY BY KNIFE OR SHARP PICK WITH LIGHT PRESSURE, CAN BE SCRATCHED WITH FINGERNAIL; BREAKS WITH LIGHT TO MODERATE MANUAL PRESSURE
VERY SOFT	CAN BE READILY INDENTED, GROOVED OR GOUGED WITH FINGERNAIL, OR CARVED WITH KNIFE; BREAKS WITH LIGHT MANUAL PRESSURE

TYPICAL BEDROCK WEATHERING

MAJOR DIVISIONS	TYPICAL DESCRIPTIONS
UNWEATHERED	NO DISCOLORATION, NOT OXIDIZED
SLIGHTLY WEATHERED	DISCOLORATION OR OXIDATION IS LIMITED TO SURFACE OF, OR SHORT DISTANCE FROM, FRACTURES; SOME FELDSPAR CRYSTALS ARE DULL
MODERATELY WEATHERED	DISCOLORATION OR OXIDATION EXTENDS FROM FRACTURES, USUALLY THROUGHOUT; Fe-Mg MINERALS ARE "RUSTY", FELDSPAR CRYSTALS ARE "CLOUDY"
HIGHLY WEATHERED	DISCOLORATION OR OXIDATION THROUGHOUT; FELDSPAR AND Fe-Mg MINERALS ARE ALTERED TO CLAY TO SOME EXTENT, OR CHEMICAL ALTERATION PRODUCES IN SITU DISAGGREGATION
DECOMPOSED	DISCOLORATION OR OXIDATION THROUGHOUT, BUT RESISTANT MINERALS SUCH AS QUARTZ MAY BE UNALTERED; FELDSPAR AND Fe-Mg MINERALS ARE COMPLETELY ALTERED TO CLAY

drafting/masters/Boring_Log_Legend_062719.dwg



LOGGED BY: R. Wagner
 DRILL RIG: Mobile B-53
 AUGER TYPE: 8" Hollow Stem

PAGE 1 OF 1
 JOB NO.: SL-15869-SA
 DATE: 11/12/08

DEPTH (feet)	USCS CLASS	SYMBOL	LAGUNA LAKE RESTROOMS Madonna Road San Luis Obispo, California		SAMPLE DATA					
			SOIL DESCRIPTION		INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.	
0	CL		SANDY LEAN CLAY: dark brown, stiff, moist, some coarse gravel (fill)						6	
1										
2	CH		SANDY FAT CLAY: black, very stiff, moist, trace coarse gravel (alluvium)		2.0-3.5	■	95.7	24.1	11	18
3										
4					2.0-4.0	○				
5			very moist		5.0-6.5	■	90.7	29.3	7	37
6										50/4.5"
7	CL		SANDY LEAN CLAY WITH GRAVEL: grey brown, very stiff, very moist							
8										
9										
10					10.0-11.5	■	80.1	38.0	13	31
11										33
12										
13										
14										
15					15.0-16.5	●			13	38
16			SERPENTINITE: olive grey, very soft, moist, severely decomposed (Franciscan melange)							50/4.0"
17			End of Boring @ 16.5' No subsurface water encountered							
18										
19										
20										
21										
22										
23										
24										
25										
26										

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.

APPENDIX B

Previous Laboratory Test Results



BULK DENSITY TEST RESULTS

ASTM D 2937-04 (modified for ring liners)

November 26, 2008

<u>BORING NO.</u>	<u>DEPTH feet</u>	<u>MOISTURE CONTENT, %</u>	<u>WET DENSITY, pcf</u>	<u>DRY DENSITY, pcf</u>
2	2.0 - 2.5	24.1	118.9	95.7
2	5.5 - 6.0	29.3	117.2	90.7
2	11.0 - 11.5	38.0	110.6	80.1

EXPANSION INDEX TEST RESULTS

ASTM D 4829-07

<u>BORING NO.</u>	<u>DEPTH feet</u>	<u>EXPANSION INDEX</u>
2	2.0 - 4.0	128



Laguna Lake Restrooms

SL-15869-SA

MOISTURE-DENSITY COMPACTION TEST

ASTM D 1557-07 (Modified)

PROCEDURE USED: A

November 26, 2008

PREPARATION METHOD: Dry

Boring #2 @ 2.0 - 4.0'

RAMMER TYPE: Mechanical

Brown Sandy Fat Clay (CH)

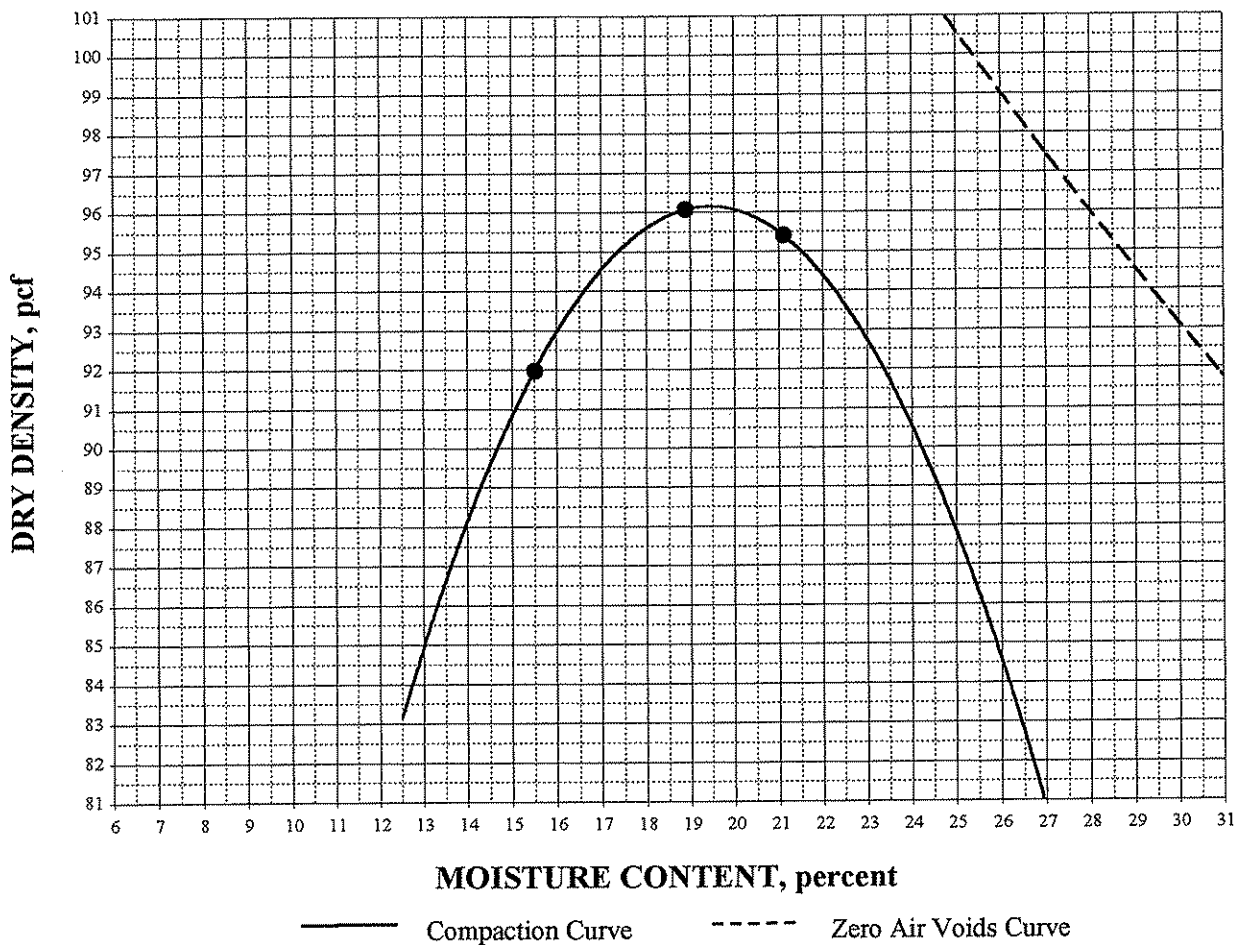
SPECIFIC GRAVITY: 2.70 (assumed)

SIEVE DATA:

Sieve Size	% Retained
3/4"	0
3/8"	0
#4	0

MAXIMUM DRY DENSITY: 96.1 pcf

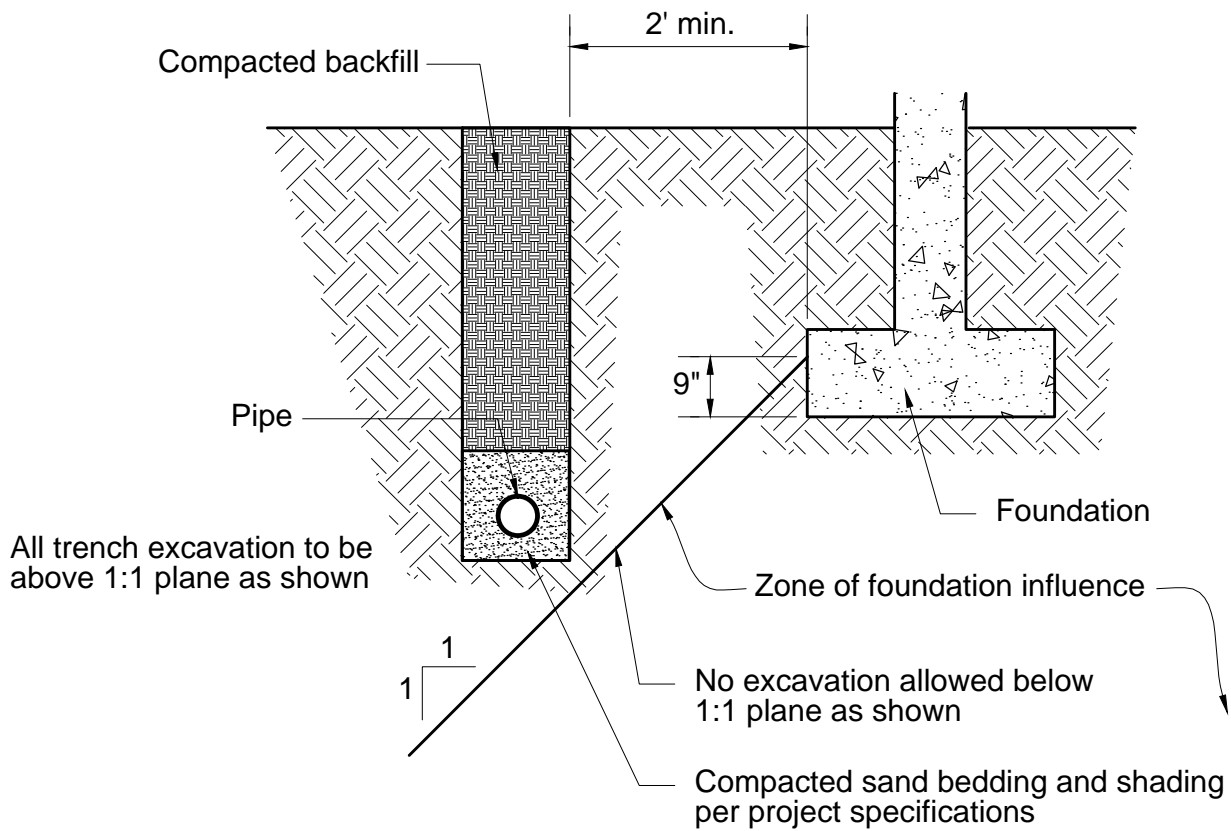
OPTIMUM MOISTURE: 19.5%



APPENDIX C

Typical Detail A: Pipe Placed Parallel to Foundations

TYPICAL DETAIL A PIPE PLACED PARALLEL TO FOUNDATION



SCHMATIC ONLY
NOT TO SCALE



Earth Systems Pacific

4378 Old Santa Fe Road
San Luis Obispo, CA 93401-8116
(805) 544-3276 • FAX (805) 544-1786
E-mail: esp@earthsystems.com

Current photos of the Laguna Lake Park Dog Area



Bench Cement Pads



Bench Cement Pads



Single entry gate



Single entry gate



Tree stumps



Department: Community Development
Cost Center: 4008
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Timmi Tway, Community Development Director
Prepared By: Rachel Cohen, Senior Planner

SUBJECT: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR THE MARGARITA AREA SPECIFIC PLAN AMENDMENT

RECOMMENDATION

1. Authorize the issuance of a Request for Proposals (RFP) for the Margarita Area Specific Plan Amendment; and
2. Authorize the City Manager to enter into a multi-year consultant services agreement if proposals are received within the available budget of \$300,000.

POLICY CONTEXT

The activity to consider outside consultant services to amend the Margarita Area Specific Plan is currently identified in the [2023-25 Financial Plan](#), the related Housing and Homelessness Major City Goal work plan, and Municipal Code [Section 3.24.070](#).

DISCUSSION

Background

The Margarita Area Specific Plan (MASP) was adopted in 2004 to support the General Plan's goal for a compact urban form and to provide permanent open space and a mix of housing with supporting services and infrastructure. The MASP was envisioned on properties in the vicinity of the San Luis Obispo County Regional Airport, and any proposed development was subject to the 2002 Airport Land Use Plan (ALUP). The ALUP identified safety subareas that limited residential and non-residential density based on potential aviation hazards. Certain portions of the MASP were within these safety subareas that prohibited or significantly limited residential and non-residential development and required a close look at land use and density considerations to assure that new development would be compatible with the 2002 ALUP. The council adopted a financial plan that included \$300,000 in funding to support a specific plan amendment as part of the 2023 – 25 financial plan.

MASP Current Residential Density

Based on the 2002 ALUP safety subareas (Attachment B), residential development within the MASP was limited to a total of 868 residential units on 142.6 acres of land. This results in a density of approximately 6 residential units per acre. As a comparison, the City’s R-1 zone (low-density residential) allows 7 units per acre. Under the 2002 ALUP, properties zoned R-3 or R-4 were limited to 9.1 acres and 0.8 acres respectively (9.9 acres total), which reduced the overall density of housing within the MASP. Approximately 60 acres of land was designated as R-1 or R-2 zoning.

2021 Airport Land Use Plan Amendments

In 2021, the County of San Luis Obispo amended the 2002 ALUP. The size and shape of the safety subareas around the airport were adjusted by reviewing specific safety data and applicable state and federal standards and now several areas of the MASP are either available for residential development (where not allowed before) or available for higher density residential development. Based on the revised ALUP safety areas and the City’s Major City Goal for Housing, there is an opportunity to increase the number of housing units within the MASP.

MASP Amendment Opportunity and the FY 23-25 Financial Plan

As part of the FY 23-25 Financial Plan (MCG Task 3.1.b), Council identified the opportunity to initiate amendments and an update to the MASP that would increase density on existing residentially zoned land and consider allowing mixed-use development on commercially zoned land consistent with the City’s Housing and Homelessness Major City Goal. To initiate and complete the proposed amendments to the MASP, staff will need consultant assistance and expertise. The project is budgeted for \$100,000 for FY 23-24 and \$200,000 for FY 24-25. This RFP is requesting to utilize the \$100,000 from FY 23-24 and include the future budgeted funds of \$200,000 for FY 24-25 in a multi-year contract so that a consultant can be hired and complete the scope of work envisioned in the MCG Task.

SOBC		Description	Type	2023-24	2024-25
5	Margarita Area Specific Plan Update*	MCG Task 3.1.b - Initiate an update to the Margarita Area Specific Plan to include more housing options of all types (affordable, multi-family, mixed-use) on undeveloped land, and work with property owners on a plan for the completion of the Prado Road extension to Broad Street.	One-time	\$100,000	\$200,000

Anticipated Scope of Work

The RFP is seeking a consultant to complete an amendment and update to the MASP. As outlined in the draft RFP (Attachment C), work would begin in June and is anticipated to be completed by the beginning of 2026. Below is an outline of the scope of work to accomplish this task.

- Review and recommend parcels to rezone to increase density on existing residentially zoned land (for example, changing currently zoned land from R-2 to R-3 or R-4¹).
- Explore and consider opportunities to support the development of Missing Middle Housing design types.
- Rezone Business Park (BP) zoned parcels to Service Commercial (C-S) zoning and evaluate opportunities and propose criteria to allow mixed-use development consistent with the updated ALUP.
- Conduct a resource analysis of available water, sewer capacity, emergency services, etc. for proposed changes in land uses / zoning.
- Conduct a fiscal analysis including but not limited to market conditions, development assumptions, and general fund fiscal impacts in order to inform the proposed mixed-use on rezoned C-S parcels in the MASP.
- Update the applicable capital improvement program and fee program commensurate with any changes in densities and uses. It should also be noted that specific plan preparation fees are eligible for reimbursement pursuant to California Government Code 65456.²
- Conduct the appropriate environmental review as required per the California Environmental Quality Act (CEQA) for the proposed amendments.

¹ R-2 zoning allows 12 density units (d.u.) per acre, R-3 allows 20 d.u. per acre, and R-4 allows 24 d.u. per acre. Zoning Regulations Section 17.70.040(A)(1) outlines the density of residential units as follows:

- a. Studio and one-bedroom dwellings less than 600 square feet = 0.50 unit;
- b. One-bedroom dwellings between 601 and 1,000 square feet = 0.66 unit;
- c. Two-bedroom dwelling = 1.00 unit;
- d. Three-bedroom dwelling = 1.50 units;
- e. Dwelling with four or more bedrooms = 2.00 units.

² Section 65456 – Specific plan fee

- a) The legislative body, after adopting a specific plan, may impose a specific plan fee upon persons seeking governmental approvals which are required to be consistent with the specific plan. The fees shall be established so that, in the aggregate, they defray but as estimated do not exceed, the cost of preparation, adoption, and administration of the specific plan, including costs incurred pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code. As nearly as can be estimated, the fee charged shall be a prorated amount in accordance with the applicant's relative benefit derived from the specific plan. It is the intent of the Legislature in providing for such fees to charge persons who benefit from specific plans for the costs of developing those specific plans which result in savings to them by reducing the cost of documenting environmental consequences and advocating changed land uses which may be authorized pursuant to the specific plan.

Next Steps

If approved, the RFP will be published on the City’s website and distributed to qualified consultants. After the submission date has closed, staff will review the proposals received and interview consultants. A multi-year contract award will occur as soon as a consultant is selected if the Council approves the ability to utilize the \$100,000 budgeted for FY 23-24 and the \$200,000 for FY 24-25.

Previous Council Action

City Council adopted the City’s Major City Goal of “Housing and Homelessness” for the 2023-25 financial plan.

Public Engagement

Staff will notice the RFP release in alignment with proper procedures for public bidding as mandated in the Municipal Code. Staff will also circulate the notice to interested parties and post on BidSync.

CONCURRENCE

The Finance Department reviewed and provided input on the draft RFP.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes
 Funding Identified: Yes

Budget Years: 2023-2025

Fiscal Analysis:

Funding Sources	Current FY24 Budget / Cost	FY25 Budget / Cost	Total Project Cost
General Fund 101.4003.61013	\$100,000	\$200,000	23-25 SOBC- MCG Task 3.1b General Fund One-time allocation
Total	\$100,000	\$200,000	\$300,000

The activity to consider a multi-year consultant services agreement to amend the Margarita Area Specific Plan was approved as a Significant Operating Budget Change (SOBC) in the 2023-2025 Financial Plan, and \$100,000 has been appropriated by Council in FY 2023-24 and an additional \$200,000 is programmed for FY 2024-25. (Attachment D) from: Operating Budget Table A-45.

The RFP will have a “not to exceed” amount of \$300,000, consistent with the amount budgeted for this effort in the General Fund in the 2023-2025 Financial Plan.

ALTERNATIVES

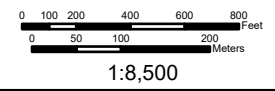
1. ***Provide different directions to staff.*** The City Council can provide additional or different direction to staff regarding the scope of work, based on the identified issues and considerations, and continue authorization of the RFP.
2. ***Continue this item.*** Continue the discussion regarding the authorization of the RFP and provide staff direction on additional needed or necessary changes.
3. ***Do Not Approve.*** Do not approve authorizing a Request for Proposal (RFP) to amend the Margarita Area Specific Plan. This is not recommended as this is a Major City Goal.

ATTACHMENTS

- A - MASP zoning map with the updated 2021 ALUP safety zones
- B - MASP zoning map with 2002 ALUP Safety Zones
- C - Draft Request for Proposals
- D - 2023-25 Financial Plan Operating Budget pg. 170

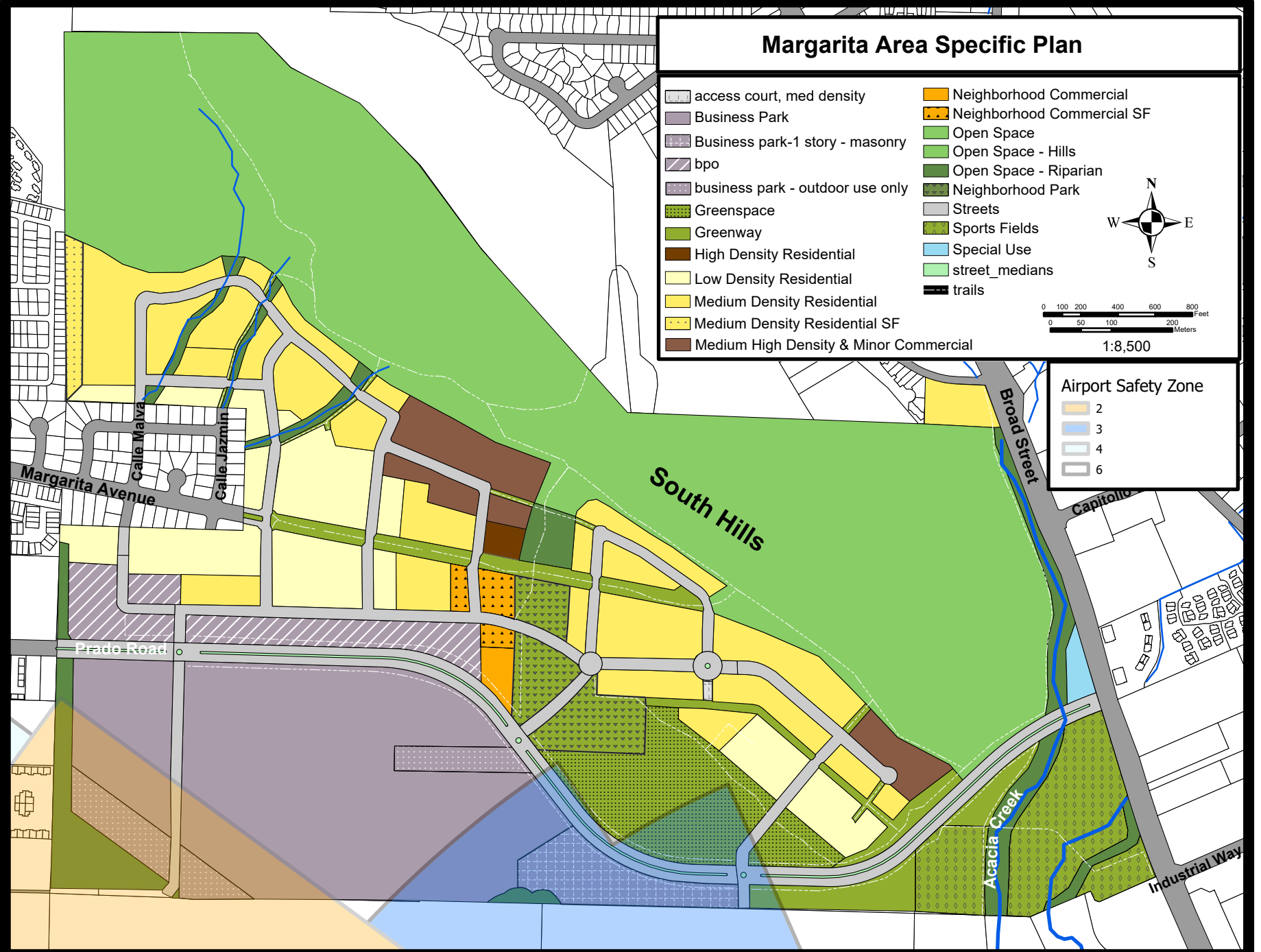
Margarita Area Specific Plan

access court, med density	Neighborhood Commercial
Business Park	Neighborhood Commercial SF
Business park-1 story - masonry	Open Space
bpo	Open Space - Hills
business park - outdoor use only	Open Space - Riparian
Greenspace	Neighborhood Park
Greenway	Streets
High Density Residential	Sports Fields
Low Density Residential	Special Use
Medium Density Residential	street_medians
Medium Density Residential SF	trails
Medium High Density & Minor Commercial	



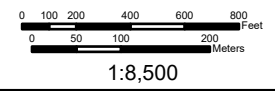
Airport Safety Zone

	2
	3
	4
	6



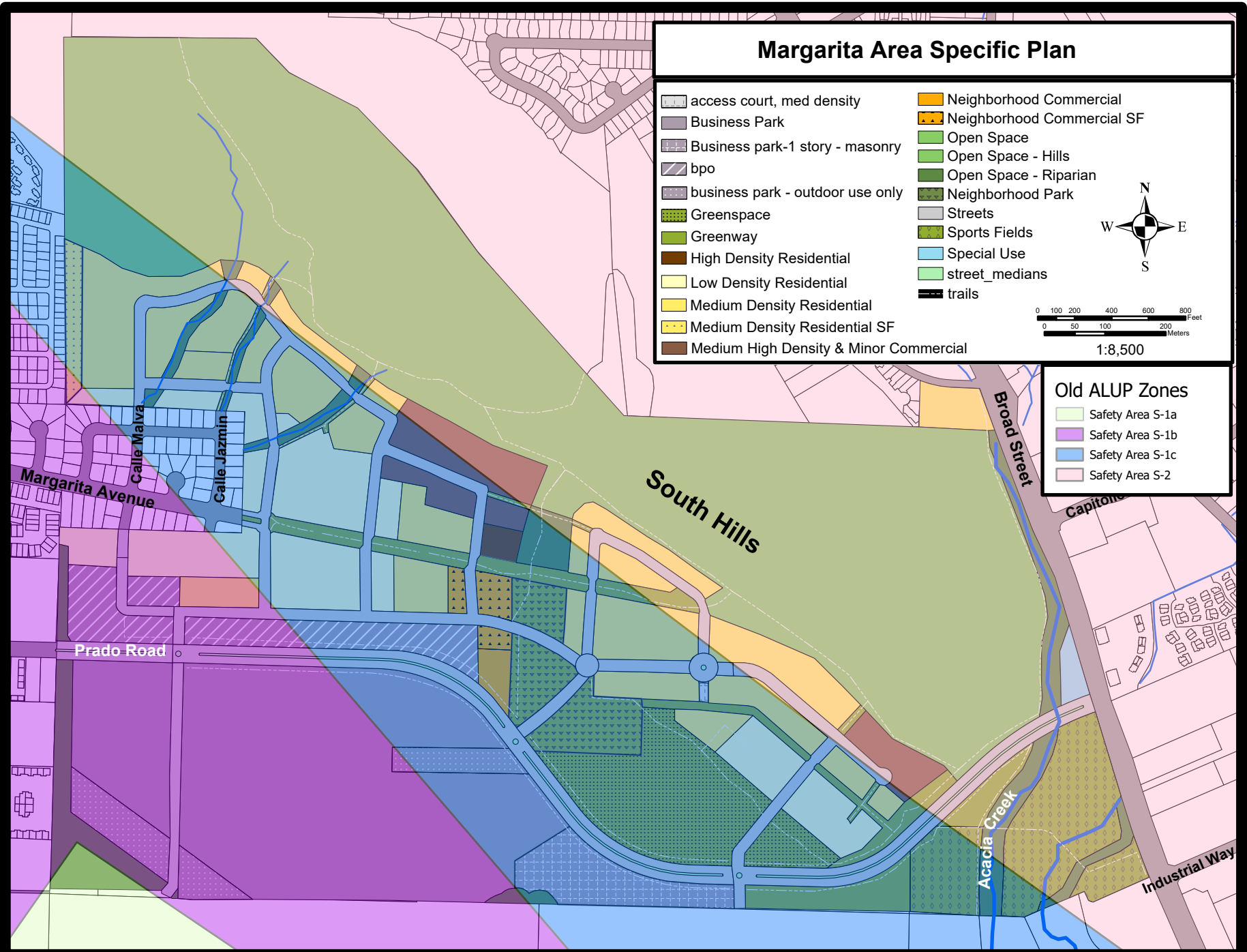
Margarita Area Specific Plan

	access court, med density		Neighborhood Commercial
	Business Park		Neighborhood Commercial SF
	Business park-1 story - masonry		Open Space
	bpo		Open Space - Hills
	business park - outdoor use only		Open Space - Riparian
	Greenspace		Neighborhood Park
	Greenway		Streets
	High Density Residential		Special Use
	Low Density Residential		street_medians
	Medium Density Residential		trails
	Medium Density Residential SF		
	Medium High Density & Minor Commercial		



Old ALUP Zones

	Safety Area S-1a
	Safety Area S-1b
	Safety Area S-1c
	Safety Area S-2





Notice Requesting Proposals / Qualifications for Amendments to the Margarita Area Specific Plan

The City of San Luis Obispo is requesting sealed proposals for Amendments to the Margarita Specific Plan.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before **5:00 pm on May 6, 2024** when they will be opened electronically via BidSync on the proposal end date and time.

The preferred method for bid submission is electronic via BidSync. However, if you wish to submit a paper copy, please submit it in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. For any additional information or questions, please contact **Rachel Cohen at (805) 602-0821** or via email at rcohen@slocity.org.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

TABLE OF CONTENTS

A. INTRODUCTION.....	2
B. SCOPE OF WORK.....	2
C. PROJECT SCHEDULE	3
D. PROJECT BUDGET	4
E. GENERAL TERMS AND CONDITIONS	4
F. SPECIAL TERMS AND CONDITIONS.....	ERROR! BOOKMARK NOT DEFINED.
G. FORM OF AGREEMENT	16
H. INSURANCE REQUIREMENTS.....	ERROR! BOOKMARK NOT DEFINED.
I. PROPOSAL SUBMITTAL FORMS.....	12

A. INTRODUCTION

Background

The [Margarita Area Specific Plan \(MASP\)](#) was adopted in 2004 to support the General Plan's goal for compact urban form and provide permanent open space and a mix of housing with supporting services. The MASP was envisioned on properties in the vicinity of the San Luis Obispo County Regional Airport and any proposed development was subject to the 2002 San Luis Obispo County Regional Airport's Airport Land Use Plan (ALUP). The ALUP identified safety subareas that limited residential and non-residential density based on potential aviation hazards. Most of the area that made up the MASP were within these safety subareas that required a close look at land use and density considerations to assure that development would be compatible with the 2002 ALUP.

MASP Current Residential Density

Based on the ALUP safety subareas, residential development within the MASP was limited to a total of 868 residential units on 142.6 acres of land. This comes out to approximately 6 residential units per acre. As a comparison, the City's R-1 zone (low-density residential) allows 7 units per acre. Under the ALUP, properties zoned R-3 or R-4 were limited to 9.1 acres and 0.8 acres respectively (9.9 acres total) to reduce the overall housing density within the MASP. Approximately 60 acres of land was designated as R-1 or R-2 zoning.

2021 Airport Land Use Plan Amendments

In 2021 the County of San Luis Obispo amended the 2002 ALUP. The size and shape of the safety subareas around the airport changed in such a way that now several areas of the MASP are either available for residential development (where it wasn't allowed before) or available for higher density residential development. Based on the revised ALUP safety subareas and the City's Major City Goal for Housing, there is now an opportunity to increase the number of housing units within the MASP.

MASP Amendment Opportunity

As part of the City's 2023-2025 Financial Plan, in light of the 2021 ALUP Amendments, staff identified the opportunity to initiate amendments and an update to the MASP that would increase density on existing residentially zoned land and consider allowing mixed-use development on commercially zoned land consistent with the City's Housing and Homelessness Major City Goal.

B. SCOPE OF WORK

Prepare amendments and an update to the Margarita Area Specific Plan (MASP) by completing the following tasks:

- 1) Review and recommend which parcels to rezone within the MASP to increase density on existing residentially zoned land. For example, changing currently zoned land from R-2 to R-3 or R-4.
- 2) Explore and consider opportunities to support the development of Missing Middle Housing design types.
- 3) Review and evaluate rezoning the Business Park (BP) zoned parcels to Service Commercial (C-S) zoning opportunities and propose findings and criteria to allow mixed-use development consistent with the updated Airport Land Use Plan (ALUP).
- 4) Conduct a resource analysis of available water, sewer capacity, emergency services, etc. for proposed increased residential density and changes in land uses / zoning.

- 5) Conduct a fiscal analysis including but not limited to market conditions, development assumptions, and general fund fiscal impacts in order to inform the proposed mixed-use on rezoned C-S parcels in the MASP.
- 6) Conduct one public outreach meeting / event / activity to collect feedback on the proposed amendments.
- 7) Conduct the appropriate environmental review as required per the California Environmental Quality Act (CEQA) for the proposed amendments.

Completion date: Early calendar year 2026 (see draft/preliminary schedule below).

Presentations/Public Hearings: The consultant should be available for one hearing at the Planning Commission (PC) (for review and recommendation to Council) and one hearing for the City Council to consider final adoption of the Margarita Area Specific Plan Amendments. The consultant will be ready to present the recommended updates and answer questions from the PC, City Council and the public. There will also be periodic meetings either virtual or in person, with city staff to guide the updates as the project progresses.

Deliverables: Products include administrative draft documents, public draft documents, versions ready for final PC and a final document that responds to PC and staff feedback for Council review

Personnel: Rachel Cohen, Senior Planner, is the project lead and will be assisted by City staff. Ongoing contact and collaboration with Rachel to confirm direction and receive staff assistance is expected for the project's duration.

C. PROJECT SCHEDULE

Preliminary Schedule*	Tasks
April 8, 2024	<ul style="list-style-type: none"> • RFP Sent to qualified consultants
May 6, 2024	<ul style="list-style-type: none"> • Consultant proposals due
May 6 – June 14, 2024	<ul style="list-style-type: none"> • Consultant selection and contract execution
June 17, 2024	<ul style="list-style-type: none"> • Kick-off meeting with staff team (may be virtual)
June 2024 – November 2024	<ul style="list-style-type: none"> • Conduct Fiscal and Resource analysis
August 2024	<ul style="list-style-type: none"> • Project Description confirmed
September - October 2024	<ul style="list-style-type: none"> • Issue NOP / Start Environmental Review
October 2024 – January 2025	<ul style="list-style-type: none"> • Draft opportunities and incentives to develop Missing Middle Housing design types and findings and criteria for Mixed-Use development in the C-S zone
January 2025	<ul style="list-style-type: none"> • City comments/edits on proposed incentives for Missing Middle Housing design and criteria for Mixed-Use development
March – April 2025	<ul style="list-style-type: none"> • Administrative Draft of Proposed MASP Amendments to City
May – June 2025	<ul style="list-style-type: none"> • City comments/edits on admin draft documents
July 2025	<ul style="list-style-type: none"> • Public Environmental Documents available for public review
August – September 2025	<ul style="list-style-type: none"> • Final Draft of Amendments

October 2025	<ul style="list-style-type: none"> • PC Review Public Hearing
December 2025 – January 2026	<ul style="list-style-type: none"> • Updated draft based on any needed updates from PC review and Response to Comments
March – April 2026	<ul style="list-style-type: none"> • City Council review for approval of the Amendments to the MASP

*estimate/rough schedule only - schedule may be updated based on consultant recommended changes and additional detail included in the proposal including outreach, staff collaboration, etc.

D. PROJECT BUDGET

\$300,000 has been allocated for this effort.

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened.

No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.

6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. The City's contract terms and conditions that Consultant will be expected to execute and be bound by are attached hereto as Exhibit A.

F. SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section E (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.**
For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.**
In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.**
The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The supplies or services identified in this specification will be used by the City for upon contract execution until the project is completed and consistent with the signed Professional Services Agreement. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.**
The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of four years.
7. **Supplemental Purchases**
Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.

8. **Contractor Invoices.**
The Contractor may deliver either a monthly invoice to the City with attached copies of detail invoices as supporting detail, or in one lump-sum upon completion.
- 9 **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
15. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants, with their corollary experience highlighted and specific roles in this project clearly described.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.

Work Program

- h. Detailed description of your approach to completing the work.
- i. Detailed schedule by task and sub-task for completing the work.
- j. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- k. Detailed budget by task and sub-task for completing the work.
- l. Services or data to be provided by the City.
- m. Services and deliverables provided by the Consultant(s).
- n. Any other information that would assist us in making this contract award decision.
- o. Description of assumptions critical to development of the response which may impact cost or scope.

Requested Changes to Terms and Conditions

- p. ***The City desires to begin work soon after selecting the preferred Consultant and expects the Consultant to execute the City's contract and all of the terms therein, as set forth in Exhibit A.*** To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary. Please be advised that Consultant's requested changes to the City's terms and conditions will be considered by City staff when scoring and determining the competency and responsibility of the proposer.

Proposal Length

- q. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent team experience in successfully performing similar services.
- e. Creativity of the proposed approach in completing the work.
- f. Value
- g. Writing skills.
- h. References.
- i. Background and experience of the specific individuals managing and assigned to this project.
- j. Information about how your company mitigates the environmental impact of its services, such as greenhouse gas emissions, amount of waste generated, water and energy use, or other areas related to your products and services.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

- | | | |
|----|---|-----------------------|
| a. | Issue RFP | April 8, 2024 |
| b. | Receive proposals | April 8 – May 6, 2024 |
| c. | Complete proposal evaluations | May 7 – 31, 2024 |
| d. | Conduct finalist interviews and finalize recommendation | June 3 – 7, 2024 |
| e. | Execute contract | June 10 – 14, 2024 |
| f. | Start work | June 17, 2024 |

4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.

5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

6. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

7. **Required Deliverable Products.** The Consultant will be required to provide:
- a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
 - c. City staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

- 8. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
- 9. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Consultant at up to two public meetings to present and discuss its findings and recommendations. The Consultant shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.
- 10. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all subconsultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION H: PROPOSAL SUBMITTAL FORM - SAMPLE

The undersigned declares that they have carefully examined [_____] which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM:

Total Base Price	
Sales tax []	
Other	
TOTAL	\$

Delivery of equipment to the City to be within _____ calendar days after contract execution and written authorization to proceed.

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
--	-------------

E NOTES ON THIS SAMPLE FORM

This is the City's "basic" submittal form, and something like it should accompany all proposals, even if: a combined "description of work/detailed proposal submittal form" (like Sample E) is required; or price information is not requested (like Sample F).

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

**CITY OF SAN LUIS OBISPO
PROFESSIONAL SERVICES AGREEMENT**

This agreement (Agreement) is made and entered into in the City of San Luis Obispo on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city (City) and [FILL] hereinafter referred to as Consultant (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on [date], City requested proposals for [_____], per Project No. [xxxx] (the “Project”); and

WHEREAS, the City wants to [generally describe the service we want performed] (the “Services”); and

WHEREAS, Consultant is qualified to perform this type of Services and has submitted a written proposal to do so, which has been accepted by City; and

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until [date], or upon acceptance and completion of said Services, whichever occurs sooner. [If you plan to have an option to extend the agreement for some period after the term ends, insert that extension language here]
2. **INCORPORATION BY REFERENCE.** [Title of City’s RFP/RFQ/IFB] and Consultant’s proposal dated [date] are hereby incorporated in and made a part of this Agreement, attached as Exhibit A. [If no RFP attach Contractor/Consultant Proposal As Exhibit A]. The City’s insurance requirements are hereby incorporated in and made part of this Agreement, attached as Exhibit B. [Check with the City’s Risk Manager as to the risk level of the Agreement and to verify Consultant has sufficient insurance coverage for that risk level BEFORE routing the Agreement to the Parties.] [If RFP; the Contractor/Consultant Proof of Insurance should be with their bid package and can be attached and incorporated by reference in Exhibit A. You can remove the insurance as Exhibit B]. If no RFP; then you must attach the insurance proof as Exhibit B] To the extent that there are any conflicts between the Consultant’s fees and scope of work and the City’s terms and conditions as stated herein, the City’s terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both Parties.

3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Consultant shall receive therefor compensation of \$xx,xxx.
4. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement including that work as set forth in Exhibit A.
5. **PAYMENT OF TAXES.** The contract prices shall include full compensation for all taxes that Consultant is required to pay.
6. **LICENSES AND PERMITS.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. The Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary under this Agreement.
7. **COMPLIANCE WITH LAW.** The Consultant shall keep itself informed of and shall observe and comply with all applicable State and Federal laws and regulations, and county and City of San Luis Obispo ordinances, regulations and adopted codes, which in any manner affect those employed by Consultant or in any way affect the performance of the Services pursuant to this Agreement. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
8. **COMPLIANCE WITH INDUSTRY STANDARD.** Consultant shall provide services acceptable to City in strict conformance with the Agreement. Consultant shall also provide in accordance with the standards customarily called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Where approval by the City, the City Manager, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.
9. **INDEPENDENT CONTRACTOR.**
 - a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
 - b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable

for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. **PRESERVATION OF CITY PROPERTY.** The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from Consultant's operations, it shall be replaced or restored at Consultant's expense. The City's facilities shall be replaced or restored to a condition as good as when the Consultant began the work. |
11. **IMMIGRATION ACT OF 1986.** The Consultant warrants on behalf of itself and all subconsultants engaged for the performance of the Services that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Services hereunder.
12. **NON-DISCRIMINATION.** In the performance of the Services, the Consultant agrees that it will not engage in, nor permit such subconsultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
13. **WORK SCHEDULED/TIME OF COMPLETION.**

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages for each and every day such performance is late or delayed. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.
14. **PAYMENT TERMS.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Consultant (Net 30). Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Final June invoices shall be received no later than the 5th business day of July to meet City fiscal year-end deadlines. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice, therefore.
15. **INSPECTION.** City shall at all times have the right to inspect the work being done under this Agreement and Consultant shall furnish City with every reasonable opportunity and assistance required for City to ascertain that the Services of the Consultant are 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 the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations under the Agreement.

16. RELEASE OF INFORMATION.

- a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is averse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. CONFLICTS OF INTEREST. Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

18. OWNERSHIP OF DOCUMENTS.

- a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of the Services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide

free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services under this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

19. INDEMNIFICATION AND DEFENSE. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's passive negligence, except for such loss or damage arising from the sole or active negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

20. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

- a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 14.
21. **TERMINATION FOR CAUSE.** If, during the term of the Agreement, the City determines the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a ten (10) calendar day notice of time thereafter in which to perform said work or cure the deficiency.
- a. If the Consultant has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such shall constitute a breach of the Agreement and the City may terminate the Agreement immediately by written notice to the Consultant to said effect (“Notice of Termination”). Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the Agreement except to comply with the obligations upon termination.
 - b. In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City’s Notice of Termination, minus any offset from such payment representing the City’s damages from such breach. “Reasonable value” includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work or services performed or provided by the Consultant shall be based solely on the City’s assessment of the value of the work-in-progress in completing the overall scope.
 - c. The City reserves the right to delay such payment until completion or confirmed abandonment of the project, as may be determined in the City’s sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the not to exceed amount shown in this Agreement.
22. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and made part of this Agreement.
23. **BUSINESS LICENSE & TAX.** The Consultant must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.
24. **SAFETY PROVISIONS.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial

Safety.

25. **PUBLIC AND EMPLOYEE SAFETY.** Whenever the Consultant operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
26. **UNDUE INFLUENCE.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
27. **ASSIGNMENT.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
- Because of the personal nature of the services to be rendered pursuant to this Agreement, only [Insert name], an employee of Consultant, shall perform the services described in this Agreement. [Insert name] may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of [Insert name] from Consultant's employ. Should [Insert name] leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of notice of [Insert name]'s departure. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Consultant.
- a. As required above, before retaining or contracting with any subconsultant for any services under this Agreement, City must consent to such assignment of performance in writing. For City to evaluate such proposed assignment, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant, which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.
28. **AMENDMENT.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the appropriate review

CITY	CONSULTANT
<p>_____</p> <p>By: [Name] Its: [Title of City Manager or Department Head]</p>	<p>_____</p> <p>By: [Name] Its: [Title]</p>
<p>APPROVED AS TO FORM:</p>	
<p>_____</p> <p>By: J. Christine Dietrick, City Attorney</p>	

EXHIBIT A

[Placeholder for RFP/RFQ/IFB and Consultant's Proposal]

EXHIBIT B

INSURANCE REQUIREMENTS

Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the types and amounts described below and in a form that is satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [If required to meet higher limits]. Consultant may obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

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

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. Prohibition of undisclosed coverage limitations. None of the coverages required herein shall comply with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subConsultants, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "subConsultant"), provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's subConsultant cannot comply with this requirement, which proof must be submitted to the City, Consultant shall be required to ensure that its subConsultant provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subConsultant's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subConsultants. This provision is intended solely to provide Consultant with the ability to utilize a subConsultant who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subConsultant. Consultant agrees that upon request, all agreements with subConsultants, and others engaged in the project, will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise.

Table A-45: Operating Budget Changes

SOBC	Description	Type	2023-24	2024-25
1	Below Market Rate Administrator (Consultant Services) Originally approved as one-time consultant funding in the 2021-23 Financial Plan, this consultant contract is necessary for the overall management and administration of the City's inclusionary Housing Inventory, including ownership units, rentals, and financing. Over the past several years, the City's inclusionary Housing Inventory has grown substantially. Staff does not have the necessary training, expertise, capacity, or resources to effectively accomplish the management and administration of this effort moving forward. In addition, having an Administrator serves DEI goals by ensuring that everyone in the region has equal access to affordable housing units available through the program.	One-time	\$150,000	\$150,000
2	Historic Resources Inventory* (MCG 1.4g) MCG Task 3.2.b - Initiate implementation of the consultant recommended phased approach to update the City's historic resources inventory.	One-time	\$100,000	\$150,000
3	Hotel Voucher Program - CAPSLO* (MCG 3.2a) MCG Task 3.2.a - Funding for a hotel voucher program that CAPSLO would offer unhoused individuals if they cannot offer a bed to ensure a bridge for temporary emergency shelter.	One-time	\$25,000	\$0
4	IT Project Management Services IT is hiring a project manager who will be trained and developed to support CDD and Energov projects, however, during the transition period CDD will continue to fund use of Tony Rice to perform as a contractor in this capacity as projects, such as e-review, are developed and move forward to implementation. (Potential for funding to be allocated from IT Surcharge on building permits.)	One-time	\$104,000	\$0
5	Margarita Area Specific Plan Update* MCG Task 3.1.b - Initiate an update to the Margarita Area Specific Plan to include more housing options of all types (affordable, multi-family, mixed-use) on undeveloped land, and work with property owners on a plan for the completion of the Prado Road extension to Broad Street.	One-time	\$100,000	\$200,000
6	Safe Parking (Location TBD)* (MCG 3.2d) MCG Task 3.2.d - Develop sustainable safe parking programs	One-time	\$30,000	\$0

	SOBC	Description	Type	2023-24	2024-25
7	Plan Review Policy Change (65% of revenue projection)	CDD and Finance will be consolidating the Building Permit Plan Check and Development Services Designation Policies based on several years of experience operating with both policies in place. CDD is recommending that its budget and Development Services Revenue Forecast include the full cost of plan check services that are contracted out to consultants. This will enable the Building and Safety Division to better manage resources when assigning plan check work to staff and consultants. The Development Services Designation will go away, but if workload spikes, the policy would enable the Finance Director to BAR current revenue to CDD's budget to cover associated costs (consultants are under contract for plan check services at 65% of the fee collected by the City from applicants, ensuring 100% cost recovery for the City).	Ongoing	\$0	\$0
			TOTAL	\$509,000	\$500,000



Department: Utilities
Cost Center: 6104
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director of Wastewater

SUBJECT: AUTHORIZE FUNDING FOR EMERGENCY MAINTENANCE AT THE WATER RESOURCE RECOVERY FACILITY (WRRF)

RECOMMENDATION

1. Approve a budget transfer of \$1,498,364 from the Sewer Fund Undesignated Capital Completed Projects Fund (602.9501.71501) to the WRRF Major Maintenance (2000607-10); and
2. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing use of Sewer Fund Undesignated Capital to Support WRRF Emergency Maintenance."

POLICY CONTEXT

The purchases related to WRRF Emergency Maintenance fall under [Municipal Code 3.2.060](#) B and F, which state that purchasing and bid procedures are not required when:

(B) the lack of such equipment, supplies, or services would seriously threaten the functioning of city government, the preservation of property, or the health and safety of any person; and

(F) necessary for the preservation or protection of public peace, health, safety, or welfare of persons or property.

Sewer Fund completed project accounts are funds that have been approved by Council to be spent on Capital projects but are not designated to a specific project. This balance increases when Sewer Funded projects are completed under budget. The policies related to managing completed projects were approved by Council via [Resolution 8324](#) and are contained in Section 565 of the Financial Management Manual.

DISCUSSION

Background

Staff are requesting additional budget due to two emergency maintenance projects related to the Water Resource Recovery Facility (WRRF).

The first issue was encountered during the demolition of a legacy wastewater treatment system at the WRRF. The construction team encountered residual mercury historically used in the wastewater facility to create a sealed bearing component of the treatment system. Staff worked closely with the construction team and regulators to safely remediate the site and properly dispose of the hazardous materials. The fiscal impact of this work is \$581,364, which is not covered by the WRRF upgrade budget.

The second issue stemmed from construction sequencing constraints that resulted in the accumulation of solids beyond the WRRFs processing capacities. This also resulted in additional odor generation which negatively impacted the community, and complicated the underlying treatment processes required for regulatory compliance and protection of the San Luis Obispo Creek. As of June of 2023, the plant has achieved compliance with new discharge requirements to the San Luis Obispo Creek but has struggled to balance water quality with the management of solids that are responsible for odor generation. The upgraded solids treatment systems, which are necessary for full plant compliance and are currently under construction, are not anticipated to be completed until spring 2024.

Staff utilized temporary operational measures to reduce odor and stabilize impacts on discharge compliance. These solutions include portable dewatering skids, portable oxygen delivery systems, chemical deodorants, and contracted storage and hauling services to assist with removing an abundance of septic solids from the WRRF. These systems will be utilized until permanent infrastructure related to solids handling is completed in the spring of 2024. The fiscal impact of temporary operations around solids processing and odor mitigation is \$917,000, which is not covered by the WRRF upgrade construction budget.

On January 23, 2024, Council received a presentation by staff providing an update on odor mitigation efforts that were implemented to correct operational complications and as a result of feedback from the public.

The itemized costs of these emergency maintenance activities are in the table below.

Emergency Activity	Amount
Solids Processing	\$ 917,000
Supplementary Biosolids Processing	\$ 908,129
Environmental Testing	\$ 8,871
Hazardous Material Handling	\$ 581,364
Mercury Remediation	\$ 426,305
Taxes for HAZMAT Disposal	\$ 155,059
Total	\$ 1,498,364

Previous Council or Advisory Body Action

On February 6, 2024, Council received the [2023-24 Midyear Budget Review](#), whereby staff forecasted the need for additional funding for emergency projects at the Water Resource Recovery Facility. In the midyear report, staff indicated that additional budget would likely need to be appropriated as part of the 2024-25 Budget Supplement. Due to the timing and magnitude of expenses, staff are requesting these additional funds sooner than anticipated, which will allow payment for services already rendered.

Public Engagement

Utilities staff delivered a presentation to the City Council on January 23, 2024, which covered odor mitigation efforts that were implemented to correct operational challenges.

CONCURRENCE

The Finance Department concurs with the recommendations in this report.

ENVIRONMENTAL REVIEW

A Final Environmental Impact Report (Final EIR) for the Water Resource Recovery Facility Project (State Clearinghouse # 2015101044) was considered and certified by the City Council on August 16, 2016. The Final EIR evaluated and addressed the potential for the project to create a hazard involving the release of hazardous materials into the environment during construction (Impact HAZ-2). This impact is identified as potentially significant unless mitigated by measures HAZ-1(a) Hazardous Materials Management and Spill Control Plan. As the hazardous materials were managed and remediated consistent with the project’s hazardous materials management and spill control plans and existing regulations to the satisfaction of regulatory agencies, including the County of San Luis Obispo and the State Department of Toxic Substances Control (DTSC), the actions associated with the funding request for hazardous materials handling are consistent with the certified Final EIR. Furthermore, the actions required to remediate the hazardous materials discovery were necessary to prevent and mitigate risk to public health, safety, and welfare and constituted an emergency project, which is exempt from the requirements of CEQA (CEQA Guidelines Section 15269(c)).

The existing facility continues to operate during construction of the upgrade project and is subject to Regional Water Quality Control Board and San Luis Obispo Air Pollution Control District permits. It was necessary for staff to implement an emergency project consisting of the temporary modification of existing operational processes related to solids management at the WRRF to achieve compliance with these permits and prevent a risk to public health, safety, and welfare that could have potentially occurred as a result of pollutant discharges into San Luis Obispo Creek. In addition, while WRRF operations have historically resulted in occasional nuisance odors, and the facility upgrades include improved odor management, the temporary modification of processes in response to the emergency are also intended to minimize the potential for odors in the short-term. This emergency project was required to prevent and mitigate risk to public health, safety, and welfare, and is exempt from the requirements of CEQA (CEQA Guidelines Section 15269(c)).

FISCAL IMPACT

Budgeted: No
 Funding Identified: Yes

Budget Year: 2023-24

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
Completed Projects (602.9501.71501)	\$1,906,695	\$1,498,364	\$408,331	\$0
WRRF Major Maintenance (2000607)	\$58,617	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0

Staff recommends moving \$1,498,364 from the Sewer Fund’s Undesignated Capital (Completed Projects) to the WRRF Emergency Maintenance project (2000607-10). This action is recommended as emergency expenses related to hazardous materials remediation and solids processing are not eligible expenses for reimbursement under the WRRF upgrade funding sources.

The Sewer Fund’s Undesignated Capital (Completed Projects) have been approved by Council to be spent on Capital projects but are not designated to a specific project. This balance increases when Sewer Funded projects are completed under budget. The Sewer Fund’s Undesignated Capital (Completed Projects) balance is sufficient to cover these expenses because staff were able to complete the Calle Joaquin Lift Station project \$1,800,000 under budget. The surplus lift station project contingency funds are available due to management and budget control relating to several high-risk project elements such as boring under Highway 101 and work in the San Luis Obispo Creek.

The following Fiscal Impacts to both accounts are as follows:

Completed Projects (602.9501.71501)	
a) Beginning Balance	\$1,906,695
b) Fiscal Impact	(\$1,498,364)
Total Projected Available	\$408,331

WRRF Major Equipment Maintenance (2000607)	
a) Beginning Balance	\$58,617
b) Fiscal Impact	\$1,498,364
Total Projected Available	\$1,5556,981

ALTERNATIVES

1. ***Deny the use of Undesignated Capital (Completed Projects).*** Staff does not recommend this option because critical services related to emergency maintenance have been delivered and require payment.
2. ***Instruct staff to use budget from other programs or budgets.*** Staff does not recommend this option because it would result in underfunding other critical services.

ATTACHMENTS

- A - Draft Resolution approving funding to support Water Resource Recovery Facility Emergency Maintenance

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING USE OF SEWER FUND UNDESIGNATED CAPITAL TO SUPPORT WATER RESOURCE RECOVERY FACILITY (WRRF) EMERGENCY MAINTENANCE

WHEREAS, the City Council adopted policies and procedures related to the management of completed CIP projects (Resolution 8324); and

WHEREAS, in accordance Municipal Code Section 3.24.060 purchasing policies may be dispensed for WRRF Emergency Maintenance Purchases for emergency solids processing and mercury remediation; and

WHEREAS, on January 23, 2024, Council received a presentation on the status of the WRRF upgrade (2091219) and related solids processing complications; and

WHEREAS, on February 6, 2024, Council received a Fiscal 2023-24 Mid-year Budget Review, whereby staff forecasted the need for additional budget for emergency solids processing and mercury remediation for WRRF Emergency Maintenance (2000607-10); and

WHEREAS, the City Council acknowledges the necessity of authorizing additional budget for the continued operations of the WRRF.

R _____

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo that the 2023-24 budget is hereby amended to reallocate \$1,498,364 from Sewer Fund Undesignated Capital (Completed Projects) to WRRF Emergency Maintenance (2000607-10) to ensure the continued and effective operation of the facility.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

- AYES:
- NOES:
- ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____



Department: Community Development
Cost Center: 4008
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: NA

FROM: Timmi Tway, Community Development Director
Prepared By: Teresa McClish, Housing Policy and Programs Manager

SUBJECT: AUTHORIZE APPLICATION FOR PROHOUSING INCENTIVE PROGRAM FUNDS

RECOMMENDATION

Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing application to and participation in the state Prohousing Incentive Program," authorizing the City Manager, or Community Development Director as designee, to:

1. Submit a Prohousing Incentive Program Application to the California Department of Housing and Community Development; and
2. If the application is approved by HCD, execute all documents necessary or appropriate to participate in the Prohousing Incentive Program.

POLICY CONTEXT

The [2023-2025 Financial Plan](#) Major City Goal for Housing and Homelessness is to:

Support the expansion of housing options for all, and continue to facilitate the production of housing, including the necessary supporting infrastructure, with an emphasis on affordable and workforce housing as well as accessibly connected development. Collaborate with local non-profit partners, non-governmental agencies, the county, the state, and federal governments to advocate for increased funding and implementation of comprehensive and effective strategies to prevent and reduce homelessness.

The Prohousing Incentive Program (PIP) provides funding to facilitate below-market-rate housing in advancement of this goal. The PIP is also consistent with the City's policies established in the City's General Plan Housing Element, including:

Program 6.17. *Financially assist in the development of 20 housing units per year that are affordable to extremely low, very-low, low- and moderate income households during the planning period using State, Federal, and local funding sources, with funding priority given to projects that result in the maximum housing benefits for the lowest household income levels.*

Program 8.20. *Actively seek and collaborate with non-profit housing providers to (jointly) apply for two revenue sources each year during the planning period for State, Federal, and local funding sources to financially assist with the development of housing for persons with developmental disabilities.*

DISCUSSION

Background

The California Prohousing Designation Program (PDP) was established in accordance with [Assembly Bill 101](#) and is administered by the California Department of Housing and Community Development (HCD). The PDP creates incentives for jurisdictions that are compliant with housing laws, housing element requirements, and have enacted Prohousing local policies that go beyond existing law.

On February 1, 2024, the City was designated a Prohousing Jurisdiction under the Prohousing Designation Program by HCD. This designation allows a competitive advantage for critical affordable housing and infrastructure grant programs. It also provides eligibility for California's Prohousing Incentive Program (PIP) for use towards planning and implementation activities related to housing and community development. The Program is funded through Chapter 364, Statutes of 2017, Senate Bill 2 which established the Building Homes and Jobs Trust Fund. The Fund utilizes real estate transaction fees collected at a county level in all counties, at the time of recording documents for every real estate instrument, to establish a permanent source of funding. Five percent of annual collections are deposited in a fund to be used for an incentive program. The PIP awards funding based on the Eligible Applicant's Prohousing Designation Program Score¹ and according to geographic area. Based on the funding formula, the City is eligible to apply for up to \$750,000 and the final award amount will be decided as part of the competitive application.

A Notice of Funding Availability (NOFA) Round 2 – Prohousing Incentive Program was issued by HCD on January 23, 2024. Staff is seeking City Council authorization at this time, though the application was submitted prior to the NOFA Round 2 deadline of March 15, 2024. HCD has issued an extension to April 15, 2024, to submit an authorizing resolution. Staff has determined that the application requires a new City Council authorizing resolution in addition to the Prohousing Designation, and the PIP application will be rescinded if not authorized by City Council². Eligible uses for PIP funds include a variety of activities, such as the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households³.

¹ As codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6608, Consecutive Prohousing Designation Program).

² HCD staff has indicated application submittal may be made with a City Council authorizing Resolution placed on an upcoming agenda.

³ Eligible Applicants must use award funds towards planning or implementation activities related to housing and community development limited to activities that conform with eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D).

The City is applying to place funds into the City's Affordable Housing Fund to use for eligible below market rate housing projects as determined by City Council, and as previously prioritized by [Resolution No. 11468 \(2024 Series\)](#), including Transitions Mental Health Association's (TMHA) Palm Street Studios that would involve the acquisition and rehabilitation of a structure to convert to offices and up to twelve (12) supportive housing apartments. The project is utilizing funding from the No Place Like Home grant and the San Luis Obispo's Housing NOW program that THMA launched in 2014 with the Housing Authority of San Luis Obispo (HASLO) to identify the 50 most vulnerable homeless individuals in the County and place them in permanent housing and provide them with behavioral health treatment and services. The property will be deed-restricted affordable for a minimum of 55 years, and available to TMHA clients who are within the extremely low, very-low, or low income categories. Other identified eligible projects that could be funded with PIP grant funding placed in the City's Affordable housing Fund may include Smartshare Housing's Waterman project on Dana Street that proposes twenty (20) small home structures for very low income eligible individuals or families and preserves the Rosa Butron Adobe; or HASLO's Monterey Crossing project that includes fifty-six (56) affordable senior housing units.

Previous Council or Advisory Body Action

On June 20, 2023, the City Council approved [Resolution No. 11432 \(2023 Series\)](#) authorizing submittal of an application for a California Prohousing Designation.

Public Engagement

This item is on the agenda for the April 2, 2024, City Council meeting and will follow all the required posting and notification. Public comment on the item can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

ENVIRONMENTAL REVIEW

The proposed report contemplates the receipt of state incentive funds, which is not a project under CEQA, and is therefore exempt from CEQA review (CEQA Guidelines Section 15378(b)(4)). Future projects that utilize PIP funding will undergo CEQA review and clearance.

FISCAL IMPACT

Budgeted: Yes/No

Budget Year: 2024-2025

Funding Identified: Yes/No

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$N/A	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$	\$	\$	\$

There will be no negative fiscal impact to the City. Local governments with Prohousing Designation are eligible to apply for new Prohousing Incentive Program grant funding, a \$26 million state investment from the Building Homes and Jobs Trust Fund. Applying for these funds could increase funding availability for the identified housing projects by up to \$750,000. These funds, if awarded will go directly to the City’s Affordable Housing Fund.

ALTERNATIVES

1. **Council could choose not to apply for PIP funds at this time and apply for future rounds dependent upon future Notices of Funding Availability for the program.** Staff recommends applying for the current round of PIP to make funds available for critically needed below market rate housing projects.
2. **Council could choose to apply for PIP funds for a different eligible activity.** Staff could identify other potential eligible uses that align with the City housing work program, however, the most urgent need for the funds is to leverage critically needed below market rate housing units. Staff does not recommend this alternative due to the time sensitive nature of the grant program application. Staff will investigate opportunities and apply where eligible for additional PIP funds in future rounds.

ATTACHMENTS

- A - Draft Resolution authorizing application to and participation in the State Prohousing Incentive Program
- B - Prohousing Incentive Program Application

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE SAN LUIS OBISPO CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING INCENTIVE PROGRAM

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to as the Prohousing Incentive Program or “PIP”); and

WHEREAS, the City Council of the City of San Luis Obispo desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on January 23, 2024 in the amount of \$9,483,402.17 for PIP; and

WHEREAS, the City Council of the City of San Luis Obispo has duly considered all evidence, and recommendations by staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis Obispo as follows:

SECTION 1. The City Manager of the City of San Luis Obispo is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$750,000.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of San Luis Obispo is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$750,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The Director of the Community Development Department is authorized to execute and deliver the Application and the Program Documents on behalf of the City of San Luis Obispo for participation in the Program.

On motion by _____, seconded by _____, and on the following roll call vote:

- AYES:
- NOES:
- ABSENT:

The foregoing resolution was passed and adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington, City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington, City Clerk

Prohousing Incentive Pilot (PIP) Program

2024 Application for Local Governments



**State of California
Governor, Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

Final Filing Date: March 15, 2024
2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Pilot (PIP) Program Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). PIP is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Guidelines and 2024 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email prohousingincentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to prohousingincentive@hcd.ca.gov by March 15, 2024. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

X	An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).
X	Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
X	Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.
X	A complete application as determined by the Department.
X	NOTE: We will be submitting resolution separately by the extension deadline of April 15, 2024. An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.
X	Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City of San Luis Obispo		
Applicant Agency Type	City		
Mailing Address	990 Palm Street		
City	San Luis Obispo	Zip Code	93401
County	San Luis Obispo		
Website	www.slocity.org		
DUNS Number	98992407		
TIN	95-6000781		
Authorized Representative Name	Timothea Tway		
Authorized Representative Title	Director of Community Development		
Phone	(805)781-7187	Fax	(805)781-7173
Email	ttway@slocity.org		
Contact Person Name	Teresa McClish		
Contact Person Title	Housing Policy and Programs Manager		
Phone	(805) 783-7840	Fax	(805)781-7173
Email	tmclish@slocity.org		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through PIP, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature		Date	
Name	Timothea Tway	Title	Director of Community Development

Eligible Uses

Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D), as described below. Please indicate which of the following the applicant will use award funds toward:

X	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.
	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
	(iii) Matching portions of funds placed into local or regional housing trust funds.
	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
	(vii) Accessibility modifications.
	(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.
	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.
	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Summary of Proposed Activities

Objective	Responsible Party	Est. Cost	Begin	End	Eligible Use Category	Statement of Work Plan	Notes
<i>Proposed Activity</i>	City of San Luis Obispo	\$750,000	Sep-24	27-Sep	1	Award funds through City Affordable Housing Fund to non-profit affordable housing developers and the	The THMA project has previously been awarded funds from the City's Affordable Housing Fund and is
<i>Subtask(s)</i>							

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will auto-populate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 Jan 1, 2023 estimates.
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>

Jurisdiction Name	San Luis Obispo	Eligible Base Award	\$	250,000
Geographic Category	Central Coast	Bonus Award Amount:	\$	500,000
Prohousing Designation Application Score	50	Total Award	\$	750,000



Department: Human Resources
Cost Center: 2007
For Agenda of: 4/2/2024
Placement: Consent
Estimated Time: N/A

FROM: Mayor Erica A. Stewart

Prepared By: Nickole Domini, Director of Human Resources

SUBJECT: INTERIM CITY MANAGER EMPLOYMENT AGREEMENT WITH ASSISTANT CITY MANAGER WHITNEY MCDONALD

RECOMMENDATION

1. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving an Employment Agreement for Interim City Manager"; and
2. Adopt a Regular Salary Schedule as required by California Public Employees Retirement System (CalPERS).

POLICY CONTEXT

The appointed officials of the City of San Luis Obispo consist of the City Manager and a City Attorney. Such officials shall be appointed by and may be removed only by the affirmative votes of a majority of the members of the Council pursuant to Article VII, Section 701 of the City Charter. Compensation of officials shall be set by resolution or ordinance pursuant to Charter Section 711.

DISCUSSION

Background

After 12 years serving the City of San Luis Obispo, and the last six and a half as the City Manager, Derek Johnson will be leaving the City to serve as the first Chief Executive Officer for the County of Marin. The City Council will begin a recruitment process to select the new City Manager, which may take approximately six months to complete.

The Assistant City Manager, Whitney McDonald, has been selected to serve as the Interim City Manager to ensure the seamless continuation of essential services to the community. By selecting an internal Interim City Manager, the City Council aims to preserve institutional knowledge, maintain existing organizational culture, and sustain the positive momentum achieved under City Manager Johnson. Ms. McDonald has agreed to accept the Interim City Manager appointment, on the terms of the attached agreement.

While serving as the Interim City Manager, McDonald will undertake the complete duties and responsibilities associated with the City Manager position. The Interim City Manager Agreement, attached herewith, details the salary, benefits, and other provisions applicable to her employment during this interim assignment.

Revised Salary Schedule

In compliance with Public Employees’ Retirement Law and the Public Employees’ Pension Reform Act of 2013 (PEPRA), CalPERS requires publicly available pay schedules. It also defines eight (8) requirements for such schedules, including that the schedule be duly approved and adopted by the employer’s governing body in accordance with requirement of applicable public meetings laws, it is posted on the employer’s website, and it is retained by the employer and available for public inspection for not less than five years. Publicly available pay schedules are a critical component to verify all members’ pay rates when calculating members’ retirement benefits. Maintaining a compliant pay schedule will support transparency and expedite CalPERS’ review process. The attached salary schedule meets these requirements and incorporates the Interim City Manager classification.

Public Engagement

The Interim City Manager appointment was considered by the Council. No other public engagement was conducted as the City Manager is appointed and serves at the will of the Council and this is a temporary appointment intended to facilitate a smooth transition and continuity in management of operations.

CONCURRENCE

The City Attorney’s Office reviewed and approved the Employment Agreement as to form.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2024-25

Funding Identified: Salary savings from vacant positions.

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$7,000	\$	\$16,000
State				
Federal				
Fees				
Other:				
Total	\$	\$7,000	\$	\$16,000

There is no direct fiscal impact as there is sufficient budget from salary savings. The difference between McDonald’s current pay and the Interim City Manager role is estimated to cost approximately \$7,000 in FY24 and \$16,000 in FY25. To cover these expenses, the City Administration and Community Services Group departments will utilize salary savings from both the vacant City Manager and Business Services and Administrative Manager positions.

ALTERNATIVES

Direct staff to renegotiate compensation for the Interim City Manager. This alternative is not recommended because the compensation proposed is aligned with the Management Resolution and City Policy for out of class assignments and represents the most effective and cost-efficient means by which to ensure a smooth transition and continuity of progress toward established goals and work programs.

ATTACHMENTS

- A - Draft Resolution approving an Employment Agreement for Interim City Manager
- B - Exhibit A to Draft Resolution - Interim City Manager Employment Agreement
- C - Regular Salary Schedule Effective 4/11/2024

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

WHEREAS, the City of San Luis Obispo is in the process of recruiting a qualified permanent City Manager; and

WHEREAS, the City Council desires to appoint Whitney McDonald to serve as the Interim City Manager while the Council conducts a permanent City Manager search and until such time as a permanent City Manager is selected and assumes that office; and

WHEREAS, pursuant to Government Code section 36506 and Charter Section 711, the City Council is required to establish the compensation of the City Manager by resolution; and

WHEREAS, the City Council desires to set the salary, salary schedule, and benefits, as well as other terms and conditions of employment for the Interim City Manager position as set forth in the Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Whitney McDonald is hereby appointed to the position of Interim City Manager effective April 26, 2024, at 5:01 pm, at an annual salary of \$273,104 to be paid on a biweekly basis.

SECTION 2. All other benefits for the position of Interim City Manager shall be as provided for in the Employment Agreement.

R _____

SECTION 3. The City Council hereby approves the Employment Agreement attached hereto as Exhibit A.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____



EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 2nd day of April, 2024, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation and charter city (hereinafter referred to as "CITY"), and WHITNEY MCDONALD (hereinafter referred to as "EMPLOYEE");

WITNESSETH:

WHEREAS, on March 19, 2024 the SAN LUIS OBISPO CITY COUNCIL (hereinafter referred to as "COUNCIL") appointed EMPLOYEE as Interim City Manager effective April 26, 2024 at 5:01 pm (hereinafter referred to as "Start Date"), and

WHEREAS, EMPLOYEE desires to accept the position of Interim City Manager consistent with certain terms and conditions of said employment, as set forth in this AGREEMENT; and

WHEREAS, the COUNCIL and EMPLOYEE desire to memorialize in this Agreement certain benefits, terms, and conditions of employment of EMPLOYEE.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment.

The CITY hereby agrees to employ EMPLOYEE as Interim City Manager of the City of San Luis Obispo commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.

2. Term.

Agreement shall commence on April 26, 2024 at 5:01 pm and will end when a new City Manager assumes office. However, in no event shall the EMPLOYEE's employment as Interim City Manager extend beyond 960 hours per fiscal year or otherwise violate the provisions of Government Code Section 20480 regarding limit on out-of-class appointments. In accordance with Government Code Section 20480, the City will track EMPLOYEE's hours worked as Interim City Manager and report that service to CalPERS no later than thirty (30) days following the end of each applicable fiscal year.

3. City Council Commitments.

A. The COUNCIL and EMPLOYEE shall meet to formally develop goals and expectations for her performance as the Interim City Manager.

4. Duties and Salary.

- A. Commencing on the Start Date, EMPLOYEE shall perform the functions and duties of the City Manager specified in the Charter and Municipal Code and such other legally permissible and proper duties and functions as the COUNCIL may from time to time assign.
- B. As compensation for EMPLOYEE's services, the COUNCIL agrees to pay EMPLOYEE, on a bi-weekly basis, an annual salary of \$273,104, effective on the EMPLOYEE's Start Date. The Interim City Manager position is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime pay. In addition, the COUNCIL agrees to increase said base salary by the cost-of-living adjustment provided by the COUNCIL for all CITY management employees under any successor Management Compensation Resolutions.
- C. EMPLOYEE's annual evaluation for her permanent role of Assistant City Manager pursuant to the Management Pay for Performance Guidelines will proceed as otherwise provided in the Management evaluation guidelines and she may be considered for an annual pay increase for the Assistant City Manager position, with adjustments to her regular position salary effective the second full pay period in April 2024 with written documentation of satisfactory performance. In the event the Interim City Manager returns to her prior position at any time after the execution of this Agreement, she shall receive the adjusted salary as implemented in accordance with the pay for performance evaluation process for management employees and the then-applicable management resolution immediately from and after the date of resuming the Assistant City Manager position, without penalty for the period of service as Interim City Manager.

5. Benefits.

In addition to the salary set forth in Section 4 of this AGREEMENT, EMPLOYEE shall be entitled to the same benefits as those offered by the CITY to other management employees, in accordance with the Resolution 11316 (2022 Series), and any successors.

6. Professional Development.

EMPLOYEE agrees to actively participate in such state, regional, and local organizations as necessary for the representation of City and for effective performance of her duties. City shall pay in advance or reimburse EMPLOYEE for reasonable and necessary expenses incurred by EMPLOYEE relating to such activities pursuant to the City's policies.

7. Termination.

- A. This Agreement may be terminated at any time upon the mutual, written agreement of both the COUNCIL and EMPLOYEE.
- B. EMPLOYEE may terminate this AGREEMENT at any time by giving the COUNCIL not less than fifteen (15) days' prior written notice.
- C. The COUNCIL may terminate this AGREEMENT without cause at any time upon the affirmative vote of not less than three members of the COUNCIL.
- D. When the COUNCIL hires a City Manager, this AGREEMENT will terminate on the day prior to the City Manager's start date.

8. Return Rights to Previous Position.

- A. EMPLOYEE shall have full return rights to the position of Assistant City Manager if this AGREEMENT is terminated pursuant to Section 7. If EMPLOYEE returns to the Assistant City Manager classification after the City hires a City Manager, EMPLOYEE shall earn her previous annual salary, including any eligible Management Pay for Performance increases as set out in Section 4.C. and any cost-of-living adjustment provided by the COUNCIL for all CITY management employees under any successor Management Compensation Resolutions.
- B. The COUNCIL agrees that the position of Assistant City Manager will not be filled with a permanent replacement during EMPLOYEE's services as the Interim City Manager under this AGREEMENT. This paragraph will survive the termination of this AGREEMENT.

9. General Provisions.

- A. The text herein shall constitute the entire AGREEMENT between the parties.
- B. This AGREEMENT shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.
- C. It is the intent of the COUNCIL that this AGREEMENT and the appointment of EMPLOYEE as Interim City Manager are in accordance with the requirements and provisions of the Charter. Wherever possible, the provisions of this AGREEMENT shall be construed in a manner consistent with the Charter. If any provision of this AGREEMENT conflicts with the Charter, the Charter shall control to the fullest extent permitted by law.
- D. If any provision, or any portion thereof, contained in this AGREEMENT is held unconstitutional, invalid or unenforceable, the remainder of this AGREEMENT, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- E. This AGREEMENT may be amended only in writing and duly authorized and executed by both parties.
- F. There shall be no discrimination against any person employed pursuant to this AGREEMENT in any manner forbidden by law.

IN WITNESS WHEREOF, CITY and EMPLOYEE have executed this Contract on the day and year first set forth above.

WHITNEY MCDONALD

DATE

MAYOR ERICA A. STEWART

DATE

ATTEST:

TERESA PURRINGTON
CITY CLERK

DATE

APPROVED AS TO FORM:

J. CHRISTINE DIETRICK
CITY ATTORNEY

CITY OF SAN LUIS OBISPO REGULAR AND CONTRACT SALARY SCHEDULE

Effective April 11, 2024

Title	Job Code	Grade	Bargaining Unit	Biweekly Minimum	Biweekly Maximum	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7	Biweekly Step 8	Biweekly Step 9
ACCOUNTANT	22300	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACTIVE TRANSPORTATION MANAGER	22301	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADMINISTRATION EXECUTIVE ASSISTANT	33100	257	CNF	\$ 2,385	\$ 2,927	\$ 2,385	\$ 2,510	\$ 2,642	\$ 2,781	\$ 2,927	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE ASSISTANT I	41700	400	CEA	\$ 1,796	\$ 2,204	\$ 1,796	\$ 1,890	\$ 1,989	\$ 2,094	\$ 2,204	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE ASSISTANT II	42700	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE ASSISTANT III	43700	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE ASSISTANT III CONFIDENTIAL	33702	247	CONF	\$ 2,149	\$ 2,638	\$ 2,149	\$ 2,262	\$ 2,381	\$ 2,506	\$ 2,638	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE SPECIALIST	44700	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
AQUATICS COORDINATOR	44601	412	CEA	\$ 2,452	\$ 3,010	\$ 2,452	\$ 2,581	\$ 2,717	\$ 2,860	\$ 3,010	\$ -	\$ -	\$ -	\$ -
ASSISTANT CITY ATTORNEY I	25100	346	MME	\$ 4,863	\$ 6,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSISTANT CITY ATTORNEY II	25102	360	MME	\$ 5,596	\$ 6,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSISTANT CITY MANAGER COMMUNITY SERVICES	27100	225	DPH	\$ 7,641	\$ 9,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSISTANT PLANNER	42402	417	CEA	\$ 2,790	\$ 3,426	\$ 2,790	\$ 2,937	\$ 3,092	\$ 3,255	\$ 3,426	\$ -	\$ -	\$ -	\$ -
ASSOCIATE PLANNER	43300	422	CEA	\$ 3,177	\$ 3,900	\$ 3,177	\$ 3,344	\$ 3,520	\$ 3,705	\$ 3,900	\$ -	\$ -	\$ -	\$ -
BEAUTIFICATION GARDENER	42914	411	CEA	\$ 2,387	\$ 2,931	\$ 2,387	\$ 2,513	\$ 2,645	\$ 2,784	\$ 2,931	\$ -	\$ -	\$ -	\$ -
BUILDING INSPECTOR I	41500	415	CEA	\$ 2,650	\$ 3,254	\$ 2,650	\$ 2,789	\$ 2,936	\$ 3,091	\$ 3,254	\$ -	\$ -	\$ -	\$ -
BUILDING INSPECTOR II	44500	418	CEA	\$ 2,864	\$ 3,517	\$ 2,864	\$ 3,015	\$ 3,174	\$ 3,341	\$ 3,517	\$ -	\$ -	\$ -	\$ -
BUILDING PERMIT SERVICES SUPERVISOR	24200	313	MME	\$ 3,526	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUSINESS ANALYST	22302	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUSINESS MANAGER	26111	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUSINESS SERVICES AND ADMINISTRATIVE MANAGER	26100	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CANNABIS BUSINESS COORDINATOR	44408	422	CEA	\$ 3,177	\$ 3,900	\$ 3,177	\$ 3,344	\$ 3,520	\$ 3,705	\$ 3,900	\$ -	\$ -	\$ -	\$ -
CAPITAL IMPROVEMENT PROGRAM ADMINISTRATIVE MANAGER	26117	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS MANAGER I	41302	417	CEA	\$ 2,790	\$ 3,426	\$ 2,790	\$ 2,937	\$ 3,092	\$ 3,255	\$ 3,426	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS MANAGER II	42304	421	CEA	\$ 3,096	\$ 3,802	\$ 3,096	\$ 3,259	\$ 3,431	\$ 3,612	\$ 3,802	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS MANAGER III	43303	424	CEA	\$ 3,348	\$ 4,109	\$ 3,348	\$ 3,524	\$ 3,709	\$ 3,904	\$ 4,109	\$ -	\$ -	\$ -	\$ -
CITY ATTORNEY	28000	200	APO	\$ 11,092	\$ 11,092	\$ 11,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY BIOLOGIST	22304	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY CLERK	26000	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY COUNCIL MEMBER	18000	104	CCM	\$ 987	\$ 987	\$ 987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY MANAGER	28001	206	APO	\$ 11,500	\$ 11,500	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CODE ENFORCEMENT OFFICER I	41501	416	CEA	\$ 2,718	\$ 3,338	\$ 2,718	\$ 2,861	\$ 3,012	\$ 3,171	\$ 3,338	\$ -	\$ -	\$ -	\$ -
CODE ENFORCEMENT OFFICER II	44501	419	CEA	\$ 2,940	\$ 3,609	\$ 2,940	\$ 3,095	\$ 3,258	\$ 3,429	\$ 3,609	\$ -	\$ -	\$ -	\$ -
CODE ENFORCEMENT SUPERVISOR	25300	313	MME	\$ 3,526	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF SAN LUIS OBISPO REGULAR AND CONTRACT SALARY SCHEDULE

Effective April 11, 2024

Title	Job Code	Grade	Bargaining Unit	Biweekly Minimum	Biweekly Maximum	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7	Biweekly Step 8	Biweekly Step 9
CODE ENFORCEMENT TECHNICIAN I	41502	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
CODE ENFORCEMENT TECHNICIAN II	42500	407	CEA	\$ 2,153	\$ 2,643	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,511	\$ 2,643	\$ -	\$ -	\$ -	\$ -
COMMUNICATIONS COORDINATOR	42703	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
COMMUNICATIONS SUPERVISOR	75200	855	PSO	\$ 3,547	\$ 4,584	\$ 3,547	\$ 3,734	\$ 3,930	\$ 4,137	\$ 4,355	\$ 4,584	\$ -	\$ -	\$ -
COMMUNICATIONS TECHNICIAN	62500	712	POA	\$ 2,771	\$ 3,771	\$ 2,771	\$ 2,917	\$ 3,071	\$ 3,233	\$ 3,403	\$ 3,582	\$ 3,771	\$ -	\$ -
COMMUNITY RESOURCES AND SERVICES SPECIALIST	42418	410	CEA	\$ 2,327	\$ 2,857	\$ 2,327	\$ 2,449	\$ 2,578	\$ 2,714	\$ 2,857	\$ -	\$ -	\$ -	\$ -
COMMUNITY RISK REDUCTION MANAGER	26212	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION ENGINEERING MANAGER	26202	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTROL SYSTEMS ADMINISTRATOR	44400	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
DATA ANALYST	22311	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY BUILDING OFFICIAL	26305	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY ATTORNEY I	21101	316	MME	\$ 3,632	\$ 4,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY ATTORNEY II	22101	326	MME	\$ 4,001	\$ 5,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY ATTORNEY III	23101	336	MME	\$ 4,413	\$ 5,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY CLERK I	41701	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY CLERK II	42701	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
DEPUTY CITY MANAGER	26112	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT CHIEF BUILDING OFFICIAL	26120	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT CITY PLANNER	26115	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF FINANCE CITY CONTROLLER	26121	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF PUBLIC WORKS CITY ENGINEER	26104	358	MME	\$ 5,468	\$ 6,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF PUBLIC WORKS MAINTENANCE OPERATIONS	26103	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF PUBLIC WORKS MOBILITY SERVICES	26119	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF UTILITIES ENGINEERING AND PLANNING	26113	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF UTILITIES WASTEWATER	26105	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY DIRECTOR OF UTILITIES WATER	26106	353	MME	\$ 5,208	\$ 6,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY FIRE CHIEF	26107	369	MME	\$ 6,473	\$ 8,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEPUTY POLICE CHIEF	76100	810	PSO	\$ 7,226	\$ 8,870	\$ 7,226	\$ 7,606	\$ 8,006	\$ 8,427	\$ 8,870	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF COMMUNITY DEVELOPMENT	27000	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF FINANCE	27001	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF HUMAN RESOURCES	27002	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF PARKS AND RECREATION	27003	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF PUBLIC WORKS	27004	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTOR OF UTILITIES	27005	210	DPH	\$ 6,641	\$ 8,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF SAN LUIS OBISPO REGULAR AND CONTRACT SALARY SCHEDULE

Effective April 11, 2024

Title	Job Code	Grade	Bargaining Unit	Biweekly Minimum	Biweekly Maximum	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7	Biweekly Step 8	Biweekly Step 9
DIVERSITY EQUITY AND INCLUSION MANAGER	26002	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT ANALYST	22316	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT AND TOURISM MANAGER	26108	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMERGENCY MANAGER	22500	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENGINEER I	41300	419	CEA	\$ 2,940	\$ 3,609	\$ 2,940	\$ 3,095	\$ 3,258	\$ 3,429	\$ 3,609	\$ -	\$ -	\$ -	\$ -
ENGINEER II	42300	423	CEA	\$ 3,262	\$ 4,005	\$ 3,262	\$ 3,434	\$ 3,615	\$ 3,805	\$ 4,005	\$ -	\$ -	\$ -	\$ -
ENGINEER III	43301	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
ENGINEERING INSPECTOR I	41401	414	CEA	\$ 2,582	\$ 3,170	\$ 2,582	\$ 2,718	\$ 2,861	\$ 3,012	\$ 3,170	\$ -	\$ -	\$ -	\$ -
ENGINEERING INSPECTOR II	42404	417	CEA	\$ 2,790	\$ 3,426	\$ 2,790	\$ 2,937	\$ 3,092	\$ 3,255	\$ 3,426	\$ -	\$ -	\$ -	\$ -
ENGINEERING INSPECTOR III	43401	423	CEA	\$ 3,262	\$ 4,005	\$ 3,262	\$ 3,434	\$ 3,615	\$ 3,805	\$ 4,005	\$ -	\$ -	\$ -	\$ -
ENGINEERING INSPECTOR IV	44402	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
ENGINEERING TECHNICIAN I	41402	407	CEA	\$ 2,153	\$ 2,643	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,511	\$ 2,643	\$ -	\$ -	\$ -	\$ -
ENGINEERING TECHNICIAN II	42405	409	CEA	\$ 2,267	\$ 2,783	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ -	\$ -	\$ -	\$ -
ENGINEERING TECHNICIAN III	43402	414	CEA	\$ 2,582	\$ 3,170	\$ 2,582	\$ 2,718	\$ 2,861	\$ 3,012	\$ 3,170	\$ -	\$ -	\$ -	\$ -
ENTERPRISE SYSTEM DATABASE ADMINISTRATOR	44401	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
ENVIRONMENTAL COMPLIANCE INSPECTOR SBP	44403	484	CEA	\$ 2,627	\$ 3,960	\$ 2,627	\$ 2,765	\$ 2,911	\$ 3,064	\$ 3,225	\$ 3,395	\$ 3,574	\$ 3,762	\$ 3,960
ENVIRONMENTAL PROGRAMS MANAGER	26203	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EVIDENCE TECHNICIAN	62300	715	POA	\$ 3,629	\$ 4,937	\$ 3,629	\$ 3,820	\$ 4,021	\$ 4,233	\$ 4,456	\$ 4,690	\$ 4,937	\$ -	\$ -
EXECUTIVE ASSISTANT TO THE POLICE CHIEF	43100	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
FACILITIES MAINTENANCE SUPERVISOR	25201	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FACILITIES MAINTENANCE TECHNICIAN SBP	42900	473	CEA	\$ 2,088	\$ 3,148	\$ 2,088	\$ 2,198	\$ 2,314	\$ 2,436	\$ 2,564	\$ 2,699	\$ 2,841	\$ 2,991	\$ 3,148
FINANCE CASHIER	41407	400	CEA	\$ 1,796	\$ 2,204	\$ 1,796	\$ 1,890	\$ 1,989	\$ 2,094	\$ 2,204	\$ -	\$ -	\$ -	\$ -
FINANCIAL ANALYST	22310	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FINANCIAL ASSISTANT	41408	400	CEA	\$ 1,796	\$ 2,204	\$ 1,796	\$ 1,890	\$ 1,989	\$ 2,094	\$ 2,204	\$ -	\$ -	\$ -	\$ -
FINANCIAL SPECIALIST	42412	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
FIRE BATTALION CHIEF	55200	505	FFA	\$ 5,584	\$ 6,856	\$ 5,584	\$ 5,878	\$ 6,187	\$ 6,513	\$ 6,856	\$ -	\$ -	\$ -	\$ -
FIRE CAPTAIN	54500	621	FFA	\$ 4,197	\$ 5,154	\$ 4,197	\$ 4,418	\$ 4,651	\$ 4,896	\$ 5,154	\$ -	\$ -	\$ -	\$ -
FIRE CHIEF	27006	216	DPH	\$ 7,439	\$ 9,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE ENGINEER	53500	615	FFA	\$ 3,643	\$ 4,473	\$ 3,643	\$ 3,835	\$ 4,037	\$ 4,249	\$ 4,473	\$ -	\$ -	\$ -	\$ -
FIRE INSPECTOR I	51400	626	FFA	\$ 2,971	\$ 3,647	\$ 2,971	\$ 3,127	\$ 3,292	\$ 3,465	\$ 3,647	\$ -	\$ -	\$ -	\$ -
FIRE INSPECTOR II	52400	630	FFA	\$ 3,297	\$ 4,047	\$ 3,297	\$ 3,470	\$ 3,653	\$ 3,845	\$ 4,047	\$ -	\$ -	\$ -	\$ -
FIRE INSPECTOR III	53400	633	FFA	\$ 3,562	\$ 4,373	\$ 3,562	\$ 3,749	\$ 3,946	\$ 4,154	\$ 4,373	\$ -	\$ -	\$ -	\$ -
FIRE MARSHAL	25202	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIREFIGHTER EMT	52500	612	FFA	\$ 2,971	\$ 4,053	\$ 2,971	\$ 3,301	\$ 3,475	\$ 3,658	\$ 3,850	\$ 4,053	\$ -	\$ -	\$ -

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Effective April 11, 2024

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FIREFIGHTER PARAMEDIC	52502	613	FFA	\$ 3,327	\$ 4,540	\$ 3,327	\$ 3,697	\$ 3,892	\$ 4,097	\$ 4,313	\$ 4,540	\$ -	\$ -	\$ -
FLEET MAINTENANCE SUPERVISOR	25203	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEET SERVICES SPECIALIST	42414	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
GOLF MAINTENANCE CREW COORDINATOR	44900	409	CEA	\$ 2,267	\$ 2,783	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ -	\$ -	\$ -	\$ -
GOLF SUPERVISOR	25218	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HAZARDOUS MATERIALS COORDINATOR	54501	617	FFA	\$ 4,066	\$ 4,992	\$ 4,066	\$ 4,280	\$ 4,505	\$ 4,742	\$ 4,992	\$ -	\$ -	\$ -	\$ -
HEAVY EQUIPMENT MECHANIC	42800	411	CEA	\$ 2,387	\$ 2,931	\$ 2,387	\$ 2,513	\$ 2,645	\$ 2,784	\$ 2,931	\$ -	\$ -	\$ -	\$ -
HOMELESSNESS RESPONSE MANAGER	26304	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOUSING COORDINATOR	44300	422	CEA	\$ 3,177	\$ 3,900	\$ 3,177	\$ 3,344	\$ 3,520	\$ 3,705	\$ 3,900	\$ -	\$ -	\$ -	\$ -
HOUSING POLICY AND PROGRAMS MANAGER	25301	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES ADMINISTRATIVE ASSISTANT I	31700	240	CNF	\$ 2,001	\$ 2,457	\$ 2,001	\$ 2,106	\$ 2,217	\$ 2,334	\$ 2,457	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES ADMINISTRATIVE ASSISTANT II	32700	245	CNF	\$ 2,106	\$ 2,586	\$ 2,106	\$ 2,217	\$ 2,334	\$ 2,457	\$ 2,586	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES ADMINISTRATIVE ASSISTANT III	33700	257	CNF	\$ 2,385	\$ 2,927	\$ 2,385	\$ 2,510	\$ 2,642	\$ 2,781	\$ 2,927	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES ANALYST	21300	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES INFORMATION SYSTEM TECHNICIAN	32402	245	CNF	\$ 2,106	\$ 2,586	\$ 2,106	\$ 2,217	\$ 2,334	\$ 2,457	\$ 2,586	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES MANAGER	26301	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HUMAN RESOURCES SPECIALIST	32401	261	CNF	\$ 2,467	\$ 3,029	\$ 2,467	\$ 2,597	\$ 2,734	\$ 2,878	\$ 3,029	\$ -	\$ -	\$ -	\$ -
INFORMATION SERVICES SUPERVISOR	25204	326	MME	\$ 4,001	\$ 5,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INFORMATION TECHNOLOGY ASSISTANT	42407	410	CEA	\$ 2,327	\$ 2,857	\$ 2,327	\$ 2,449	\$ 2,578	\$ 2,714	\$ 2,857	\$ -	\$ -	\$ -	\$ -
INFORMATION TECHNOLOGY MANAGER	26001	354	MME	\$ 5,256	\$ 6,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INFORMATION TECHNOLOGY SECURITY ENGINEER	42413	428	CEA	\$ 3,713	\$ 4,559	\$ 3,713	\$ 3,908	\$ 4,114	\$ 4,331	\$ 4,559	\$ -	\$ -	\$ -	\$ -
INFORMATION TECHNOLOGY SYSTEM ENGINEER	42408	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
INTERIM CITY MANAGER	28002	203	APO	\$ 10,504	\$ 10,504	\$ 10,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABORATORY ANALYST SBP	42301	484	CEA	\$ 2,627	\$ 3,960	\$ 2,627	\$ 2,765	\$ 2,911	\$ 3,064	\$ 3,225	\$ 3,395	\$ 3,574	\$ 3,762	\$ 3,960
LABORATORY MANAGER	26204	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEAD POLICE RECORDS CLERK	64700	706	POA	\$ 2,514	\$ 3,419	\$ 2,514	\$ 2,646	\$ 2,785	\$ 2,932	\$ 3,086	\$ 3,248	\$ 3,419	\$ -	\$ -
LEAD PROPERTY AND EVIDENCE TECHNICIAN	62400	713	POA	\$ 2,758	\$ 3,752	\$ 2,758	\$ 2,903	\$ 3,056	\$ 3,217	\$ 3,386	\$ 3,564	\$ 3,752	\$ -	\$ -
LEGAL ANALYST	23314	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEGAL ASSISTANT I	31701	240	CNF	\$ 2,001	\$ 2,457	\$ 2,001	\$ 2,106	\$ 2,217	\$ 2,334	\$ 2,457	\$ -	\$ -	\$ -	\$ -
LEGAL ASSISTANT II	32701	245	CNF	\$ 2,106	\$ 2,586	\$ 2,106	\$ 2,217	\$ 2,334	\$ 2,457	\$ 2,586	\$ -	\$ -	\$ -	\$ -
MAINTENANCE CONTRACT COORDINATOR	42303	414	CEA	\$ 2,582	\$ 3,170	\$ 2,582	\$ 2,718	\$ 2,861	\$ 3,012	\$ 3,170	\$ -	\$ -	\$ -	\$ -
MAINTENANCE CREW COORDINATOR	43902	409	CEA	\$ 2,267	\$ 2,783	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ -	\$ -	\$ -	\$ -
MAINTENANCE SUPERVISOR	26211	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAINTENANCE WORKER I	41900	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
MAINTENANCE WORKER II	42913	404	CEA	\$ 1,991	\$ 2,444	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ 2,444	\$ -	\$ -	\$ -	\$ -

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MAINTENANCE WORKER II - PARKS	42901	404	CEA	\$ 1,991	\$ 2,444	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ 2,444	\$ -	\$ -	\$ -	\$ -
MAINTENANCE WORKER III	43901	406	CEA	\$ 2,100	\$ 2,577	\$ 2,100	\$ 2,210	\$ 2,326	\$ 2,448	\$ 2,577	\$ -	\$ -	\$ -	\$ -
MAINTENANCE WORKER III - PARKS	43900	406	CEA	\$ 2,100	\$ 2,577	\$ 2,100	\$ 2,210	\$ 2,326	\$ 2,448	\$ 2,577	\$ -	\$ -	\$ -	\$ -
MANAGEMENT FELLOW	36300	252	CNF-C	\$ 2,264	\$ 2,779	\$ 2,264	\$ 2,383	\$ 2,508	\$ 2,640	\$ 2,779	\$ -	\$ -	\$ -	\$ -
MAYOR	18001	110	CCM	\$ 1,244	\$ 1,244	\$ 1,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MECHANIC HELPER	41800	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
MOBILITY SERVICES BUSINESS MANAGER	26303	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NETWORK SERVICES SUPERVISOR	25206	331	MME	\$ 4,200	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARALEGAL I	31702	261	CNF	\$ 2,467	\$ 3,029	\$ 2,467	\$ 2,597	\$ 2,734	\$ 2,878	\$ 3,029	\$ -	\$ -	\$ -	\$ -
PARALEGAL II	32702	266	CNF	\$ 2,601	\$ 3,194	\$ 2,601	\$ 2,738	\$ 2,882	\$ 3,034	\$ 3,194	\$ -	\$ -	\$ -	\$ -
PARKING COORDINATOR	44200	411	CEA	\$ 2,387	\$ 2,931	\$ 2,387	\$ 2,513	\$ 2,645	\$ 2,784	\$ 2,931	\$ -	\$ -	\$ -	\$ -
PARKING ENFORCEMENT OFFICER I	41403	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
PARKING ENFORCEMENT OFFICER II	44405	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
PARKING ENFORCEMENT SUPERVISOR	25400	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING METER REPAIR WORKER	42801	407	CEA	\$ 2,153	\$ 2,643	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,511	\$ 2,643	\$ -	\$ -	\$ -	\$ -
PARKING OPERATIONS SUPERVISOR	25207	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING PROGRAM MANAGER	26205	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS CREW COORDINATOR	44901	471	CEA	\$ 2,650	\$ 3,254	\$ 2,650	\$ 2,789	\$ 2,936	\$ 3,091	\$ 3,254	\$ -	\$ -	\$ -	\$ -
PARKS MAINTENANCE SPECIALIST SBP	42902	470	CEA	\$ 1,944	\$ 2,929	\$ 1,944	\$ 2,046	\$ 2,154	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ 2,929
PARKS MAINTENANCE SUPERVISOR	25208	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAYROLL ANALYST	22315	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAYROLL SPECIALIST	32404	261	CNF	\$ 2,467	\$ 3,029	\$ 2,467	\$ 2,597	\$ 2,734	\$ 2,878	\$ 3,029	\$ -	\$ -	\$ -	\$ -
PERMIT TECHNICIAN I	41404	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
PERMIT TECHNICIAN II	42409	405	CEA	\$ 2,043	\$ 2,508	\$ 2,043	\$ 2,151	\$ 2,264	\$ 2,383	\$ 2,508	\$ -	\$ -	\$ -	\$ -
PERMIT TECHNICIAN III	43405	409	CEA	\$ 2,267	\$ 2,783	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ -	\$ -	\$ -	\$ -
PLANNING TECHNICIAN	41405	407	CEA	\$ 2,153	\$ 2,643	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,511	\$ 2,643	\$ -	\$ -	\$ -	\$ -
PLANS EXAMINER	43403	420	CEA	\$ 3,017	\$ 3,704	\$ 3,017	\$ 3,176	\$ 3,343	\$ 3,519	\$ 3,704	\$ -	\$ -	\$ -	\$ -
POLICE CADET	61500	714	POA	\$ 3,334	\$ 3,334	\$ 3,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE CHIEF	27007	230	DPH	\$ 8,002	\$ 10,003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE COMMUNITY SERVICE OFFICER	62501	709	POA	\$ 2,652	\$ 3,608	\$ 2,652	\$ 2,792	\$ 2,939	\$ 3,094	\$ 3,257	\$ 3,428	\$ 3,608	\$ -	\$ -
POLICE LIEUTENANT	75500	805	PSO	\$ 6,114	\$ 7,507	\$ 6,114	\$ 6,436	\$ 6,775	\$ 7,132	\$ 7,507	\$ -	\$ -	\$ -	\$ -
POLICE OFFICER	62502	720	POA	\$ 3,706	\$ 5,040	\$ 3,706	\$ 3,901	\$ 4,106	\$ 4,322	\$ 4,549	\$ 4,788	\$ 5,040	\$ -	\$ -
POLICE PUBLIC AFFAIRS MANAGER	26600	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE RECORDS CLERK I	61700	700	POA	\$ 2,039	\$ 2,774	\$ 2,039	\$ 2,146	\$ 2,259	\$ 2,378	\$ 2,503	\$ 2,635	\$ 2,774	\$ -	\$ -

CITY OF SAN LUIS OBISPO REGULAR AND CONTRACT SALARY SCHEDULE

Effective April 11, 2024

Title	Job Code	Grade	Bargaining Unit	Biweekly Minimum	Biweekly Maximum	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7	Biweekly Step 8	Biweekly Step 9
POLICE RECORDS CLERK II	62700	703	POA	\$ 2,258	\$ 3,073	\$ 2,258	\$ 2,377	\$ 2,502	\$ 2,634	\$ 2,773	\$ 2,919	\$ 3,073	\$ -	\$ -
POLICE RECORDS SUPERVISOR	75201	850	PSO	\$ 2,963	\$ 3,829	\$ 2,963	\$ 3,119	\$ 3,283	\$ 3,456	\$ 3,638	\$ 3,829	\$ -	\$ -	\$ -
POLICE SERGEANT	74500	800	PSO	\$ 4,699	\$ 6,072	\$ 4,699	\$ 4,946	\$ 5,206	\$ 5,480	\$ 5,768	\$ 6,072	\$ -	\$ -	\$ -
POLICY AND PROJECT MANAGER	25101	328	MME	\$ 4,078	\$ 5,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINCIPAL BUDGET ANALYST	26201	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPERTY AND EVIDENCE TECHNICIAN	62503	706	POA	\$ 2,514	\$ 3,419	\$ 2,514	\$ 2,646	\$ 2,785	\$ 2,932	\$ 3,086	\$ 3,248	\$ 3,419	\$ -	\$ -
PUBLIC ART COORDINATOR	44302	408	CEA-C	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
PUBLIC COMMUNICATIONS MANAGER	26114	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RANGER SERVICE WORKER SBP	42903	470	CEA	\$ 1,944	\$ 2,929	\$ 1,944	\$ 2,046	\$ 2,154	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ 2,929
RECREATION COORDINATOR	44600	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
RECREATION MANAGER	26206	313	MME	\$ 3,526	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RECREATION SUPERVISOR	25209	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RECYCLED WATER SPECIALIST	42417	421	CEA	\$ 3,096	\$ 3,802	\$ 3,096	\$ 3,259	\$ 3,431	\$ 3,612	\$ 3,802	\$ -	\$ -	\$ -	\$ -
RISK AND BENEFITS MANAGER	26306	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SAFETY MANAGER	23300	313	MME	\$ 3,526	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR ACCOUNTANT	24300	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR BUSINESS ANALYST	24301	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR CIVIL ENGINEER	24302	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR FINANCIAL ANALYST	24304	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR HUMAN RESOURCES ANALYST	22305	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR LEGAL ANALYST	24306	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR PAYROLL ANALYST	23301	310	MME	\$ 3,424	\$ 4,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SENIOR PLANNER	24303	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNAL AND STREET LIGHTING TECHNICIAN	42802	416	CEA	\$ 2,718	\$ 3,338	\$ 2,718	\$ 2,861	\$ 3,012	\$ 3,171	\$ 3,338	\$ -	\$ -	\$ -	\$ -
SOLID WASTE AND RECYCLING COORDINATOR	44301	421	CEA	\$ 3,096	\$ 3,802	\$ 3,096	\$ 3,259	\$ 3,431	\$ 3,612	\$ 3,802	\$ -	\$ -	\$ -	\$ -
SOLID WASTE AND RECYCLING PROGRAM MANAGER	26118	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORMWATER CODE ENFORCEMENT OFFICER	44502	419	CEA-C	\$ 2,940	\$ 3,609	\$ 2,940	\$ 3,095	\$ 3,258	\$ 3,429	\$ 3,609	\$ -	\$ -	\$ -	\$ -
STORMWATER PROGRAM MANAGER	26122	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STREETS CREW COORDINATOR	44902	471	CEA	\$ 2,650	\$ 3,254	\$ 2,650	\$ 2,789	\$ 2,936	\$ 3,091	\$ 3,254	\$ -	\$ -	\$ -	\$ -
STREETS MAINTENANCE OPERATOR SBP	42904	470	CEA	\$ 1,944	\$ 2,929	\$ 1,944	\$ 2,046	\$ 2,154	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ 2,929
STREETS MAINTENANCE SUPERVISOR	25210	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPERVISING ADMINISTRATIVE ASSISTANT	45201	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
SUPERVISING BUILDING INSPECTOR	25200	313	MME	\$ 3,526	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPERVISING CIVIL ENGINEER	25211	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF SAN LUIS OBISPO REGULAR AND CONTRACT SALARY SCHEDULE

Effective April 11, 2024

Title	Job Code	Grade	Bargaining Unit	Biweekly Minimum	Biweekly Maximum	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7	Biweekly Step 8	Biweekly Step 9
SUPERVISING FIRE VEHICLE MECHANIC	52800	614	FFA	\$ 3,544	\$ 4,352	\$ 3,544	\$ 3,731	\$ 3,927	\$ 4,134	\$ 4,352	\$ -	\$ -	\$ -	\$ -
SUPERVISING UTILITY BILLING ASSISTANT	45202	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
SUSTAINABILITY AND NATURAL RESOURCES ANALYST	22313	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUSTAINABILITY AND NATURAL RESOURCES OFFICIAL	26110	340	MME	\$ 4,587	\$ 5,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUSTAINABILITY MANAGER	25302	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SWEEPER OPERATOR	42905	406	CEA	\$ 2,100	\$ 2,577	\$ 2,100	\$ 2,210	\$ 2,326	\$ 2,448	\$ 2,577	\$ -	\$ -	\$ -	\$ -
SYSTEM APPLICATION SPECIALIST CONFIDENTIAL	32403	299	CNF	\$ 3,862	\$ 4,741	\$ 3,862	\$ 4,065	\$ 4,279	\$ 4,504	\$ 4,741	\$ -	\$ -	\$ -	\$ -
SYSTEM APPLICATION SPECIALIST I	42415	422	CEA	\$ 3,177	\$ 3,900	\$ 3,177	\$ 3,344	\$ 3,520	\$ 3,705	\$ 3,900	\$ -	\$ -	\$ -	\$ -
SYSTEM APPLICATION SPECIALIST II	42401	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
TECHNOLOGY PROJECT MANAGER	22308	326	MME	\$ 4,001	\$ 5,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOURISM ANALYST	23302	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOURISM AND COMMUNITY PROMOTIONS MANAGER	25303	318	MME	\$ 3,699	\$ 4,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSIT COORDINATOR	44406	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
TRANSPORTATION MANAGER	26207	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSPORTATION PLANNER-ENGINEER I	41301	419	CEA	\$ 2,940	\$ 3,609	\$ 2,940	\$ 3,095	\$ 3,258	\$ 3,429	\$ 3,609	\$ -	\$ -	\$ -	\$ -
TRANSPORTATION PLANNER-ENGINEER II	42302	423	CEA	\$ 3,262	\$ 4,005	\$ 3,262	\$ 3,434	\$ 3,615	\$ 3,805	\$ 4,005	\$ -	\$ -	\$ -	\$ -
TRANSPORTATION PLANNER-ENGINEER III	43302	426	CEA	\$ 3,525	\$ 4,328	\$ 3,525	\$ 3,711	\$ 3,906	\$ 4,112	\$ 4,328	\$ -	\$ -	\$ -	\$ -
UNDERGROUND UTILITIES LOCATOR	42803	409	CEA	\$ 2,267	\$ 2,783	\$ 2,267	\$ 2,386	\$ 2,512	\$ 2,644	\$ 2,783	\$ -	\$ -	\$ -	\$ -
URBAN FOREST PROGRAM COORDINATOR / CITY ARBORIST	44303	422	CEA	\$ 3,177	\$ 3,900	\$ 3,177	\$ 3,344	\$ 3,520	\$ 3,705	\$ 3,900	\$ -	\$ -	\$ -	\$ -
URBAN FOREST SUPERVISOR/CITY ARBORIST	25212	300	MME	\$ 3,104	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
URBAN FORESTER SBP	42906	473	CEA	\$ 2,088	\$ 3,148	\$ 2,088	\$ 2,198	\$ 2,314	\$ 2,436	\$ 2,564	\$ 2,699	\$ 2,841	\$ 2,991	\$ 3,148
UTILITIES ENGINEER	22309	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES SPECIAL PROJECTS MANAGER	25304	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITY BILLING ASSISTANT	42702	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
VOLUNTEER COORDINATOR	44603	408	CEA	\$ 2,209	\$ 2,712	\$ 2,209	\$ 2,325	\$ 2,447	\$ 2,576	\$ 2,712	\$ -	\$ -	\$ -	\$ -
WASTEWATER COLLECTION SYSTEM OPERATOR SBP	42907	480	CEA	\$ 2,389	\$ 3,600	\$ 2,389	\$ 2,515	\$ 2,647	\$ 2,786	\$ 2,933	\$ 3,087	\$ 3,249	\$ 3,420	\$ 3,600
WASTEWATER COLLECTION SYSTEM SUPERVISOR	25213	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WATER CONSERVATION SPECIALIST	42416	421	CEA	\$ 3,096	\$ 3,802	\$ 3,096	\$ 3,259	\$ 3,431	\$ 3,612	\$ 3,802	\$ -	\$ -	\$ -	\$ -
WATER DISTRIBUTION CHIEF OPERATOR	44903	423	CEA	\$ 3,262	\$ 4,005	\$ 3,262	\$ 3,434	\$ 3,615	\$ 3,805	\$ 4,005	\$ -	\$ -	\$ -	\$ -
WATER DISTRIBUTION SUPERVISOR	25214	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WATER DISTRIBUTION SYSTEM OPERATOR SBP	42908	480	CEA	\$ 2,389	\$ 3,600	\$ 2,389	\$ 2,515	\$ 2,647	\$ 2,786	\$ 2,933	\$ 3,087	\$ 3,249	\$ 3,420	\$ 3,600
WATER RESOURCE RECOVERY FACILITY CHIEF MAINTENANCE TECHNICIAN	44904	425	CEA	\$ 3,435	\$ 4,217	\$ 3,435	\$ 3,616	\$ 3,806	\$ 4,006	\$ 4,217	\$ -	\$ -	\$ -	\$ -
WATER RESOURCE RECOVERY FACILITY CHIEF OPERATOR	44905	427	CEA	\$ 3,619	\$ 4,442	\$ 3,619	\$ 3,809	\$ 4,009	\$ 4,220	\$ 4,442	\$ -	\$ -	\$ -	\$ -
WATER RESOURCE RECOVERY FACILITY MAINTENANCE TECHNICIAN SBP	42909	485	CEA	\$ 2,725	\$ 4,106	\$ 2,725	\$ 2,868	\$ 3,019	\$ 3,178	\$ 3,345	\$ 3,521	\$ 3,706	\$ 3,901	\$ 4,106

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WATER RESOURCE RECOVERY FACILITY OPERATOR SBP	42910	485	CEA	\$ 2,725	\$ 4,106	\$ 2,725	\$ 2,868	\$ 3,019	\$ 3,178	\$ 3,345	\$ 3,521	\$ 3,706	\$ 3,901	\$ 4,106
WATER RESOURCE RECOVERY FACILITY PLANT SUPERVISOR	25215	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WATER RESOURCES PROGRAM MANAGER	26208	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WATER RESOURCES TECHNICIAN	42411	415	CEA	\$ 2,650	\$ 3,254	\$ 2,650	\$ 2,789	\$ 2,936	\$ 3,091	\$ 3,254	\$ -	\$ -	\$ -	\$ -
WATER SUPPLY OPERATOR SBP	42911	480	CEA	\$ 2,389	\$ 3,600	\$ 2,389	\$ 2,515	\$ 2,647	\$ 2,786	\$ 2,933	\$ 3,087	\$ 3,249	\$ 3,420	\$ 3,600
WATER TREATMENT PLANT CHIEF MAINTENANCE TECHNICIAN	44906	425	CEA	\$ 3,435	\$ 4,217	\$ 3,435	\$ 3,616	\$ 3,806	\$ 4,006	\$ 4,217	\$ -	\$ -	\$ -	\$ -
WATER TREATMENT PLANT CHIEF OPERATOR	44907	427	CEA	\$ 3,619	\$ 4,442	\$ 3,619	\$ 3,809	\$ 4,009	\$ 4,220	\$ 4,442	\$ -	\$ -	\$ -	\$ -
WATER TREATMENT PLANT OPERATOR SBP	42912	485	CEA	\$ 2,725	\$ 4,106	\$ 2,725	\$ 2,868	\$ 3,019	\$ 3,178	\$ 3,345	\$ 3,521	\$ 3,706	\$ 3,901	\$ 4,106
WATER TREATMENT PLANT SUPERVISOR	25216	333	MME	\$ 4,284	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WHALE ROCK RESERVOIR SUPERVISOR	25217	323	MME	\$ 3,883	\$ 4,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YOUTH SERVICES COORDINATOR	44602	412	CEA	\$ 2,452	\$ 3,010	\$ 2,452	\$ 2,581	\$ 2,717	\$ 2,860	\$ 3,010	\$ -	\$ -	\$ -	\$ -
YOUTH SERVICES PROGRAM ASSISTANT	42200	402	CEA	\$ 1,891	\$ 2,322	\$ 1,891	\$ 1,991	\$ 2,096	\$ 2,206	\$ 2,322	\$ -	\$ -	\$ -	\$ -
YOUTH SERVICES PROGRAM SPECIALIST CHILDCARE SITE DIRECTOR	42600	406	CEA	\$ 2,100	\$ 2,577	\$ 2,100	\$ 2,210	\$ 2,326	\$ 2,448	\$ 2,577	\$ -	\$ -	\$ -	\$ -



Council Agenda Correspondence

DATE: April 2, 2024

TO: Mayor and Council

FROM: Aaron Floyd, Utilities Director

VIA: Derek Johnson, City Manager

SUBJECT: ITEM 7A - INTRODUCE AN ORDINANCE AMENDING TITLE 8 (SOLID WASTE), TITLE 12 (STORMWATER), TITLE 13 (WATER AND SEWER), AND TITLE 15 (PLUMBING CODE) OF THE MUNICIPAL CODE

Staff received the following questions and comments regarding the proposed Ordinance Amendments, specifically Title 13 (Water and Sewer). The questions are below in **bold** with staff's response shown in *italics*:

- 1) Please clarify the elimination of the requirement for common interest developments to complete a sewer lateral camera inspection by January 1, 2030 (pg. 554 of the agenda packet).**

Common interest developments are multi-family and multi-commercial areas that often share a common sewer lateral within the parcel boundary. This subsection has been recommended for removal to be consistent and equitable with the inspection upon sale program, which does not assign a specific date for inspections completion. The following exceptions remain (and require an inspection) (see SLOMC 13.08.395(D)):

- 1) Whenever the city has issued a notice of violation following a sanitary sewer overflow event from a common interest development's private sewer lateral;*
- 2) An increase in the size of the water meter serving the common interest development.*

- 2) How will HOAs, common interest developments, and community service organizations know of the restriction of irrigating non-functional turf will be in effect on January 1, 2029 (pg. of the agenda packet 507)?**

"Non-functional turf" is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf includes turf located within street rights-of-way and parking lots.

The non-functional turf requirements are new state regulations (AB 1572). Staff will be conducting extensive outreach to the community to ensure everyone has ample time to comply, which will include a series of targeted mailings, in-person presentations, and social media in multiple languages.

3) Will the City consider increasing the rebate amount for private sewer lateral replacements?

Staff received this recommendation during the outreach process and will be evaluating potential increased rebate amounts. The increased amounts have not yet been determined, but would be reflective of inflationary trends associated with construction. Any action related to increased rebates for private sewer laterals will be addressed through a separate council action, which would be included as part of a future budget hearing.

4) Will the City entertain the concept of “in-lieu” offset fees as an alternative to lateral offset requirements?

At this time, staff has not considered or evaluated an “in-lieu” offset fee program as an alternative to physical offset requirements. The proposed municipal code changes allow future consideration of in-lieu offset requirements that would expand the capacity of city sewer infrastructure.



Department: Utilities
Cost Center: NA
For Agenda of: 4/2/2024
Placement: Public Hearing
Estimated Time: 60 minutes

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director – Wastewater
Mychal Boerman, Deputy Director – Water

SUBJECT: INTRODUCE AN ORDINANCE AMENDING TITLE 8 (SOLID WASTE), TITLE 12 (STORMWATER), TITLE 13 (WATER AND SEWER), AND TITLE 15 (PLUMBING CODE) OF THE MUNICIPAL CODE

RECOMMENDATION

Introduce a Draft Ordinance entitled, “An Ordinance of the City Council of San Luis Obispo, California, amending Title 8 (Solid Waste), Title 12 (Stormwater), Title 13 (Water and Sewer), and Title 15 (Plumbing Code) of the City of San Luis Obispo Municipal Code.”

REPORT-IN-BRIEF

The proposed modifications and additions to multiple titles within the City’s municipal code aim to address various issues such as 1) solid waste management, 2) stormwater quality, 3) water and sewer services, and 4) plumbing code related to grease control devices.

In Title 8, concerning Health and Safety, revisions focus on regulating access to trash bins and complying with California State law AB1276 regarding single use foodware accessories and condiments.

Title 12 revisions center on stormwater quality management and discharge control, aligning with California State regulations and addressing private property drainage maintenance disputes.

Title 13 revisions cover water and sewer services, with updates reflecting California State water conservation regulations, cross-connection control, and concerns related to theft and unauthorized use of utility infrastructure. Sewer revisions target controlling Sanitary Sewer Overflows (SSOs) through improvements to the sewer lateral programs, and managing Fats, Oils, and Grease (FOG) discharge.

Title 15 revisions pertain to building and construction codes, including minor additions to plumbing standards to accommodate updated sizing calculations for grease control devices.

Overall, these proposed revisions seek to enhance public health and safety, environmental protection, and regulatory compliance within the City's municipal code. They address emerging challenges and ensure alignment with state laws and regulations governing various aspects of municipal services and infrastructure.

POLICY CONTEXT

Proposed updates to the City's existing municipal code ensure the protection of the health and safety of community members, the protection of City-owned infrastructure, and the protection of the environment. The proposed municipal code revisions are in alignment with state and federal laws regulating the conveyance of water, wastewater, and stormwater and with services related to solid waste and recycling. Proposed municipal code updates align with Major City Goals related to 1) Climate Action, 2) Housing, and 3) Fiscal Sustainability.

DISCUSSION

Modifications and additions proposed within Title 8, Title 12, Title 13, and Title 15 of the City's municipal code largely impact solid waste and recycling, water services, sewer services, restaurant Fats, Oils, and Grease (FOG) management, and stormwater. This report summarizes staff's recommended modifications and additions to the municipal code and is accompanied by a full list of municipal code revisions within Attachment A.

Structure of the Report

The ordinance proposed for introduction with this staff report includes recommended changes to several sections of the City's Municipal Code. To facilitate clarity on code changes, this report organizes the modifications by Title, followed by a summary of the recommended changes therein. The report then lists the significant changes in each code section and concludes with an explanation of the potential impacts and actions that may result from the proposed code modifications.

A. Revisions to Title 8 – Health and Safety (Solid Waste)

Title 8 includes code requirements pertaining to solid waste, including recycling and organic waste. Proposed changes in this chapter are being driven by the following two primary factors: (1) trash, recycling, and organics bins are being accessed by persons other than the property owners or staff, resulting in public nuisance and potential public and environmental health impacts; and (2) AB1276, a California State law that was made effective on January 2022, requires all food facilities and delivery platforms to provide single use foodware accessories and condiments only upon request. The City will serve as the lead enforcement agency for this requirement.

Revision Summary: Municipal Code §§8.04.180 & 210 – Clearing of Waste Matter, Debris, and Vehicles from Private Property

Requested modifications and additions to Sections 8.04.180 and 8.04.210 include the following:

1. The City may require restaurants or businesses to install a locking mechanism on trash, recycling, and/or organics bin(s) if deemed necessary due to containers not being properly secured or maintained if trash/debris or if other environmental issues are prevalent. The cost of the locking mechanism will be at the businesses' expense as a one-time installation fee from the garbage company.

Revision Summary: 8.09 – Single-use foodware accessories and condiments

Requested modifications and additions to Chapter 8.09 include the following:

1. Revise Chapter 8.09 to align with California Assembly Bill 1276, which requires all retail food facilities and food delivery platforms to provide single use foodware accessories and condiments upon request only. Single use foodware items cannot be bundled together. Single use foodware accessories and condiments can only be provided upon request, except at drive-throughs and airports, where staff can ask if a customer wants single use foodware accessories. Food facilities using third-party delivery platforms can only provide single use items and condiments that have been requested by a customer during the online ordering process. Foodware items covered by the law include single use utensils, straws, chopsticks, stirrers, and condiment cups and packets. Facilities found in violation of the law may be fined if education and outreach efforts are not effective. Self-serve stations are allowed if items are not bundled or wrapped.

Potential Impacts of Proposed Changes to Title 8 - Health and Safety (Solid Waste)

Staff and business owners have witnessed issues related to the unauthorized removal of items from waste bins, resulting in problematic amounts of debris being scattered around the area of waste containers. Working with the City's contract solid waste hauler, staff are recommending the ordinance change to require sites to have locking mechanisms installed on waste bins where issues have repeatedly occurred, and voluntary installation has not occurred, following outreach and education. Preliminary feedback from business owners indicates that voluntary compliance will be successful.

Other recommended changes include the updating of the City's existing single use straw ordinance to include condiments and foodware as stated in and required by California Assembly Bill 1276. This change is reflective of current state law and these changes would likely result in less used single use foodware and condiment containers ending up in landfills and in the environment. While preliminary feedback from business owners indicates that voluntary compliance will be successful, the City and the Integrated Waste Management Authority (IWMA) will refine and expand outreach and education efforts this year. These efforts will include social media posts, distribution of informational stickers for restaurant owners to display, and helpful links on each agency's website. If a resident notices potential non-compliance, they will be directed to submit a concern through the IWMA's website. The IWMA will perform initial outreach, and if it is determined that the business is not in compliance, they will provide the necessary information to the City to enforce.

B. Revisions to Title 12 – Streets, Sidewalks and Public Places (Stormwater)

Title 12 includes code requirements relating to streets, sidewalks, and public places. The chapter in focus, 12.08, is the City's stormwater quality ordinance. Changes in this chapter are being driven by the California State Municipal Separate Storm System (MS4) regulations and clarity around drainage maintenance responsibilities on private property.

Revision Summary: Chapter 12.08 – Urban Stormwater Quality Management and Discharge Control

Requested modifications and additions to Chapter 12.08 include the following:

1. New and modified clarifying definitions of specific terms, including "incidental runoff" and "property owners" as defined in Section 12.08.030.
2. Erosion and Sediment Control Plan Submittals, and Stormwater Pollution Prevention Plan (SWPPP) submittals and related maintenance requirements are required for persons involved in operations or owning facilities which may result in pollutant discharge, as defined in Section 12.08.150.
3. Storm control measure (SCM) inspection requirement prior to occupancy, as defined in Section 12.08.220.
4. Clean up and abatement time requirements for discharges and other stormwater pollution, as defined in Section 12.08.240.

Potential Impacts of Proposed Changes to Chapter 12.08 – Urban Stormwater Quality Management and Discharge Control

The proposed modifications to Chapter 12.08 are in alignment with the conditions and program requirements detailed in the City’s MS4 stormwater permit. The inclusion of the definition of “property owner” clarifies maintenance responsibilities for private drainage systems and includes language for joint property ownership and common interest developments, including homeowner’s associations. Items two through four memorialize existing practices for consistent application, which are defined and required by the City’s MS4 permit.

C. Revisions to Title 13 – Public Services (Water and Sewer)

Title 13 includes code requirements related to water and sewer public services provided to the community. This chapter discusses water conservation requirements as well as code requirements associated with potable water, recycled water, and sewer service delivery. Changes in the water sections of this chapter are being driven by updates to California State water conservation regulations, recycled water and cross connection control program code improvements, and concerns with tampering, theft, and unauthorized modification or use of City owned utility infrastructure.

Sanitary sewer code changes are required to control Sanitary Sewer Overflows (SSOs) and to manage increased sewer maintenance requirements resulting from Fats Oils and Grease (FOG) discharge to the City-owned sanitary sewer system. Staff are also proposing code updates that reflect feedback received from the community at outreach events related to the sewer lateral offset program and sewer backflows into private residences and businesses.

Revision Summary: Chapter 13.04 – Water Service

Requested modifications and additions to Chapter 13.04 include the following:

1. The addition of Subsection 13.04.060(H), which allows the City to disconnect a customer from water service at the City’s water main to prevent water theft or a risk to public health and safety.
2. The addition of Section 13.04.070, which authorizes the City to issue a penalty of up to \$1,000 and pursue cost recovery if an individual tampers with a curbstop, water meter, backflow device, or fire hydrant with the intent of stealing water from the City.
3. The addition of Subsection 13.040.130(D)(5), which authorizes the City to bill a customer and recover all associated costs if a customer intentionally removes and reinstalls their water meter backwards with the intent of defrauding the City of water revenue.
4. The addition of Subsection 13.040.130(K), which references California Green Building Code standards for the addition of submeters.

5. The addition of language to Subsection 13.04.150(E) that authorizes staff to trim or remove plants and other materials to access water meter boxes in case of emergency or if the customer neglects to provide reasonable access.
6. The addition of language to Subsection 13.04.150(F) that authorizes individuals to install remote flow monitoring devices on City-owned water meters with Utilities Department Director approval.
7. The addition of Subsections 13.04.160(B-D), which authorize the City to require backflow prevention device installation on sites adjacent to those utilizing recycled water, require that parcel owners maintain backflow devices in accordance with local, state, and federal law, and that the City has the right to discontinue water service to any property that does not comply with backflow device maintenance and/or inspection requirements.
8. The addition of language to Subsection 13.04.200(A), and the addition of Subsection 13.04.200(B), which regulate the use of City owned and privately owned fire hydrants that are connected to the City's water distribution system, with the intent of reducing water theft and the potential for damage to City infrastructure resulting from unauthorized use of this infrastructure.
9. The addition of Subsection 13.04.240(D), which, in alignment with the State's Executive Order N-7-22, ensures that prior to the installation of a new groundwater well, or the alteration of an existing well, that a property owner receive written permission from the City, ensuring that the action is not inconsistent with the adopted Groundwater Sustainability Plan.
10. The addition of language to Section 13.04.250 that increases the penalty for unauthorized operation of City-owned, water conveying infrastructure to an amount not to exceed \$1,000. This section is also being amended to allow an employee and employer to be held jointly and severally liable for such action.

Potential Impacts of Proposed Changes to Chapter 13.04 – Water Service

The majority of impacts associated with the proposed changes to the above-stated water-related sections of the municipal code would be to those individuals or parties involved in illegal activities related to water theft or the illegal operation of City-owned infrastructure.

There may also be impacts to parties that intend to install new groundwater wells or alter existing groundwater wells within the San Luis Obispo Valley Groundwater Basin. This code section, in alignment with State law, would ensure that the addition of new groundwater wells, or expansion of an existing well, would not impact local groundwater supplies.

Revision Summary: Chapter 13.06 – Mandatory Indoor Plumbing Retrofit Standards
Requested modifications and additions to Chapter 13.06 include the following:

1. Defining “low-water-use plumbing fixtures”, included in Section 13.06.010, to comply with the California Green Building Code.

2. The addition of language to Section 13.06.050 that allows home inspectors, in addition to plumbers and contractors, to inspect and verify the use of low-flow fixtures to meet compliance with program requirements.
3. The addition of Subsection 13.06.080(C), which clarifies that if non-compliance with code requirements is appealed, the decision of the appeals board shall be considered final, and the party aggrieved by the decision may seek judicial review with the San Luis Obispo Superior Court.
4. Modifications to Section 13.06.090 that clarifies enforcement, citation, and fines due to non-compliance with code requirements will be subject to enforcement provisions outlined in Chapter 1.12 and Chapter 1.24.

Potential Impacts of Proposed Changes to Chapter 13.06 – Mandatory Indoor Plumbing Retrofit Standards

Proposed changes to the indoor plumbing section of the municipal code would serve to clarify terms, allow for broader qualifications of accepted plumbing fixture inspectors, and clarify the appeals process and enforcement and penalties, if required, due to non-compliance.

Revision Summary: Chapter 13.07 – Water Conservation

Requested modifications and additions to Section 13.07 include the following:

1. Modification of Section 13.07.020 to reduce the allowable time for repairs due to “water waste runoff” from ten days to 72 hours in alignment with State stormwater runoff requirements.
2. The modification of Section 13.07.050 regarding enforcement due to non-compliance with code requirements, allowing the City to utilize the standard enforcement mechanisms outlined in Chapter 1.12 and Chapter 1.24 of the municipal code.
3. The addition of Subsection 13.07.060(D), Subsection 13.07.060(F), and 13.07.070(C)(6), which restrict the use of potable water for the irrigation of “non-functional turf” located on specific classifications of properties. In compliance with California state law, restrictions are proposed to become effective as follows:
 - a. January 1, 2027, for all properties owned by the California State Department of General Services.
 - b. January 1, 2028, for all institutional, commercial, and industrial properties.
 - c. January 1, 2029, for all common areas of properties of homeowners’ associations, common interest developments, and community service organizations.
 - d. January 1, 2031, for all properties owned by local governments, local public agencies, and public water systems within a disadvantaged community.

Potential Impacts of Proposed Changes to Chapter 13.07 – Water Conservation

The proposed modifications in the water conservation section align the City's municipal code to be consistent with existing State law related to the conservation of potable water supplies. Staff will provide ongoing updates to the City Council and impacted community members related to new Statewide regulations restricting the irrigation of non-functional turf. Non-functional turf restrictions are scheduled to become effective over a five-year period, beginning in January 2027, and only apply to specific property classifications.

Revision Summary: Chapter 13.08 – Sewers

Requested modifications and additions to Chapter 13.08 include the following:

1. Modifications to Section 13.08.040 would provide additional language allowing mass-based pollutant discharge limits as an alternative method at the discretion of the Utilities Director. This section would also require notifications for draining pools with a volume of 500,000 or greater to the city's sanitary sewer.
2. Modifications and additional requirements relating to Fats, Oils, and Grease (FOG) control (13.08.090) would apply to food service establishments in the areas of used cooking oil handling, inspection and training requirements, and best management practices (BMPs).

13.08.090 also proposes code updates for Grease Control Devices (GCD) in food establishments. These are specifically related to sizing requirements, replacement requirements, and the ability of the City to require upgrading of improperly functioning devices. The section also proposes clarity on maintenance and reporting requirements.

3. Modifications to Section 13.08.390 would require backwater devices to be compliant with the California Plumbing Code and would restate that the property owner is responsible and liable for any damage resulting from improper device installation and maintenance.
4. Proposed language modifications in Section 13.08.395 would clarify that private sewer lateral inspections are required for properties in common interest developments that have systems owned and maintained by the City. Changes also remove the deadline of January 1, 2030, for common interest development private sewer lateral system inspections.

Changes in this section also serve to clarify conditions requiring private sewer lateral replacement. Specifically, if an inspection of a non-compliant sewer lateral was conditioned due to a sanitary sewer overflow, from findings of infiltration and intrusion, or from a lateral with defects having not met pipe material requirements, the lateral must be completely replaced rather than

repaired. The proposed modifications would require conditioned replacements of the entire lateral to be completed within 180 days.

5. Proposed language modifications to Section 13.08.396 are related to the wastewater flow offset program, which resulted from a 2016 legal settlement between the City and California River Watch, and the health and safety findings presented to council in subsequent years leading up to the adoption of the program in 2019. Changes in this section would expand discretion for wastewater flow offsets to include “in-lieu” offsets at the Utility Director’s discretion, allow for “on-site” offset credits for same parcel single-family residence intensification projects (including ADUs), and allow single-family ADU projects to submit and apply for offset in different capacity constrained basins provided an equivalent reduction in infiltration and intrusion is achieved.
6. Lastly, section 13.08.480 is proposed to modify the appeals process to be consistent with the terms defined in Section 1.24.090, allowing director review and appeals of administration citations to a hearing board, pursuant to Section 1.24.100.

Potential Impacts of Proposed Changes to Chapter 13.08 – Sewers

The significant proposed changes in this section of the municipal code would allow for possible alternative discharge limits to be considered for industrial dischargers. The proposed changes would provide additional requirements for grease control devices. The intent of these changes is to ensure adequate sizing and maintenance of these devices to ensure continued public and environmental health. This section also clarifies the need for proper installation and maintenance of backwater devices, which serve to protect against sewage backup.

After hearing from stakeholders, proposed modifications to the current sewer lateral replacement program are included in this recommendation. The proposed changes to this section provide additional discretion to staff that allow alternative paths for offset requirements that serve to support development while still meeting the intent of the private sewer lateral program, which aims to protect public and environmental health by ensuring sufficient capacity to convey sewage. Additional updates to the lateral offset program may be considered after a system-wide flow study is completed and delivered in the fall of 2024. The Utilities Department is also evaluating increasing rebate amounts for private sewer lateral replacements to keep pace with inflationary trends as part of future budget processes.

Revision Summary: Chapter 13.24 – Recycled Water Service

Requested modifications and additions to Chapter 13.24 include the following:

1. The addition of Subsections 13.24.020(B-G), which clarify existing restrictions on the use of recycled water, in alignment with State law and the City’s Procedures for Recycled Water Use policies.

Potential Impacts of Proposed Changes to Chapter 13.24 Recycled Water

The changes to the municipal code in this section would ensure consistency with State law and previously adopted City policies and allow the City more clarity when enforcement action is necessary for non-compliance with recycled water regulations.

D. Revisions to Title 15 – Buildings and Construction

Title 15 includes code requirements related to building, construction, and safety, which are enforced by the Community Development Department.

Revision Summary: Chapter 15.02 – Building Codes Adopted

Requested additions to Chapter 15.02 include the following:

1. A minor addition to the code section that describes plumbing standards, 15.02.050, making reference to the new language in section 13.08.090 that includes updated sizing calculations for grease control devices.

Potential Impacts of Proposed Changes to Chapter 15.02 - Building Codes Adopted

Proposed changes to this section of the municipal code would ensure that the requirements in Title 13 for grease control devices are being properly sized and protective of the sanitary sewer system are also addressed through Title 15 and the building permit process.

Previous Council or Advisory Body Action

On City Council approved [Ordinance No 1665](#) (2019 Series), amending Chapter 13.08 of the San Luis Obispo Municipal Code Creating a Sewer Lateral Inspection and Offset Program.

Public Engagement

Staff have conducted outreach to individual stakeholders through a series of nearly three dozen meetings with developers, realtors, residential and commercial property owners, the Integrated Waste Management Authority (IWMA), San Luis Garbage, the Downtown San Luis Obispo Association, and the San Luis Obispo Chamber of Commerce to solicit feedback and generate recommendations on refining the existing and proposed drafted language in the ordinances discussed in this report. Larger group stakeholder events were also conducted, which are summarized below.

Item 7a

Staff presented and discussed private sewer lateral program elements with the Association of Realtors on April 25, 2022, August 22, 2022, August 30, 2022, November 15, 2022, August 16, 2023, and on January 19, 2024. Feedback from the Realtors will be crucial in focusing outreach and education efforts to maximize the effectiveness of the programs.

On February 15, 2024, staff presented draft changes to the City's private sewer lateral offset program to 30 attendees at the Developers Round Table (DRT). Developer stakeholders from the public provided feedback similar to individual feedback that staff has received since the adoption of the program in December 2019. Stakeholders were interested in potential exemptions, assistance with finding offsets, and learning more about program offramps and about the progress made to date. Staff informed DRT participants of the current sewer system flow study, which is expected to be completed in the summer of 2024 and will provide updated sewer system capacity modeling, among other things. The prior flow study was conducted in 2012 and provides the basis for the current private sewer lateral offset program. Staff will use the results of the study to determine future capital improvement projects and the boundaries of capacity constrained sewer basins.

On February 20, 2024, staff presented to a stakeholder group consisting of restaurant operators and commercial property owners. Over 300 stakeholders were invited to the event through direct email outreach. The "Restaurant Forum" was held to present and solicit feedback from the business community on draft changes relating to single use foodware, locking dumpsters, and Fats, Oils, and Grease (FOG) control requirements. Attendees were receptive to the concepts presented and provided valuable feedback that will assist staff focus outreach and education efforts on grease control device servicing and sizing, the use of compostable single use foodware, and voluntary locking dumpster retrofits.

On February 22, 2024, the Construction Board of Appeals received a presentation by staff on the proposed changes to Municipal Code section 13.08.090 (FOG Discharge Control Program Requirements) and Chapter 15.02 as it pertains to the California Plumbing Code. Although the Board did not provide a formal recommendation, the presentation and following discussion generated practical feedback on sizing calculations and considerations for business turnover, which staff have reflected in the final version of the proposed updated ordinance.

In February 2024, staff constructed a [webpage](#) to present potential ordinance changes described in this report, and have encouraged the community to reach out with questions and feedback. As new questions are received, they are published on the website as Frequently Asked Questions (FAQs). Notification of the public hearing will be circulated as a legally required advertisement in New Times San Luis Obispo.

CONCURRENCE

The City Attorney’s Office, Public Works Department, and Community Development Department have provided input on, and concur with the proposed municipal code revisions.

ENVIRONMENTAL REVIEW

The proposed ordinance revisions are exempt from environmental review per California Environmental Quality Act (CEQA) Statute (Public Resources Code Section 21000, et seq.) and State CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.) because the ordinance revisions are within certain classes of projects that have been determined not to have a significant effect on the environment.

The proposed ordinance revisions and additions qualify for exemptions as follows: Section 15301 (Existing Facilities) because the operation, repair, maintenance, and minor alteration of existing water and sewer infrastructure and accessory equipment would involve negligible or no expansion of existing use; Section 15303 (New Construction or Conversion of Small Structures) because the new structures and accessory equipment (such as sewer laterals, manholes, backflow devices, pre-treatment devices, flow monitoring devices, and sub-meters) are small and would only require minor modifications; Sections 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because the solid waste, recycled water, irrigation, water conservation, and groundwater management-related ordinance revisions are proposed consistent with State laws to assure the maintenance, restoration, or enhancement of a natural resource (including, but not limited to surface and groundwater resources and land resources related to reductions in landfill waste) and the ordinance revisions are proposed to assure the maintenance, restoration, enhancement, and protection of the environment and include procedures for the protection of the environment, including but not limited to the protection of water quality, the avoidance and minimization of sewage overflows and spills, the avoidance and reduction of litter adversely impacting water quality and surrounding land, and reductions in landfill solid waste; and Section 15309 (Inspections) and 15321 (Enforcement Actions by Regulatory Agencies) because the ordinance revisions include clarified procedures and requirements for inspections and enforcement procedures and actions.

FISCAL IMPACT

Budgeted: NA
Funding Identified: NA

Budget Year: NA

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$0	\$0	\$0	\$0
State				
Federal				
Fees				
Other:				
Total	\$0	\$0	\$0	\$0

The proposed ordinance revisions would result in minimal or no noticeable impacts to the City’s finances. Should impacts requiring adjustment to the budget be identified, staff will return to Council at a later date to describe the need and recommend adjustments as necessary.

ALTERNATIVES

1. ***The City Council could decide to not approve any sections of the proposed updates.*** This action is not recommended by staff because all proposed municipal code revisions or additions will help the City to ensure the protection of public health and safety, protection of the environment, and ensure compliance with state and federal regulations.
2. ***The City Council could decide only to approve specific sections of the proposed updates.*** This action is not recommended by staff because all proposed municipal code revisions or additions will help the City to ensure the protection of public health and safety, protection of the environment, and ensure compliance with state and federal regulations. If Council decided to only approve certain sections, Council would need to approve the introduction of the modified ordinance and the modified ordinance would require a second reading. Substantive modifications would require re-introduction and another second reading.

ATTACHMENTS

A - Draft Ordinance Amending Title 8 (Solid Waste), Title 12 (Stormwater, Title 13 (Water and Sewer), and Title 15 (Plumbing code) of the San Luis Obispo Municipal Code.

ORDINANCE NO. _____ (2024 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AMENDING TITLE 8 (SOLID WASTE), TITLE 12 (STORMWATER), TITLE 13 (WATER AND SEWER), AND TITLE 15 (PLUMBING CODE) OF THE SAN LUIS OBISPO MUNICIPAL CODE

WHEREAS, trash, recycling and organics bins must be maintained to prevent public nuisance and environmental health impacts; and

WHEREAS, California Assembly Bill 1276 requires all food facilities and delivery platforms to provide single-use foodware accessories and condiments upon request; and

WHEREAS, the City's Municipal Separate Sanitary Sewer System permit has specific requirements that must be adopted; and

WHEREAS, the City's General Plan supports development and redevelopment of sites that will accommodate the community's future growth in areas with capacity constraints in the wastewater collection system; and

WHEREAS, the City must provide capacity assurance consistent with its adopted Sewer System Management Plan and Statewide General Waste Discharge Requirements; and

WHEREAS, private sewer laterals contribute significant inflow and infiltration contributing to capacity constraints, surcharging, and overflows in the wastewater collection system during peak wet weather events; and

WHEREAS, fats, oils and grease discharge control from commercial properties is necessary to prevent blockages that may result in sanitary sewer overflows; and

WHEREAS, disconnection of water service is necessary in specific scenarios in order to protect public health and safety; and

WHEREAS, the implementation of cross-connection control program, in alignment with the California State Cross-Connection Control Policy Handbook, is essential to the protection of water quality and public health; and

WHEREAS, California State Executive Order N-7-22 requires the protection of groundwater resources and the regulation of groundwater well installation in basins subject to the Sustainable Groundwater Management Act; and

WHEREAS, effective water waste prohibitions ensure compliance with state law and ensure the conservation of potable water supplies; and

WHEREAS, the California Green Building Code defines low water use fixtures in alignment with California State law; and

WHEREAS, California Assembly Bill 1572 restricts the irrigation of non-functional turf.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo that:

SECTION 1. Environmental Review. The proposed ordinance revisions are exempt from environmental review per California Environmental Quality Act (CEQA) Statute (Public Resources Code Section 21000, et seq.) and State CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.) because the ordinance revisions are within certain classes of projects that have been determined not to have a significant effect on the environment. The proposed ordinance revisions and additions qualify for exemptions as follows: Section 15301 (Existing Facilities) because the operation, repair, maintenance, and minor alteration of existing water and sewer infrastructure and accessory equipment would involve negligible or no expansion of existing use; Section 15303 (New Construction or Conversion of Small Structures) because the new structures and accessory equipment (such as sewer laterals, manholes, backflow devices, pre-treatment devices, flow monitoring devices, and sub-meters) are small and would only require minor modifications; Sections 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because the solid waste, recycled water, irrigation, water conservation, and groundwater management-related ordinance revisions are proposed consistent with State laws to assure the maintenance, restoration, or enhancement of a natural resource (including, but not limited to surface and groundwater resources and land resources related to reductions in landfill waste) and the ordinance revisions are proposed to assure the maintenance, restoration, enhancement, and protection of the environment and include procedures for the protection of the environment, including but not limited to the protection of water quality, the avoidance and minimization of sewage overflows and spills, the avoidance and reduction of litter adversely impacting water quality and surrounding land, and reductions in landfill solid waste; and Section 15309 (Inspections) and 15321 (Enforcement Actions by Regulatory Agencies) because the ordinance revisions include clarified procedures and requirements for inspections and enforcement procedures and actions.

SECTION 2. Chapter 8.04 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 8.04 - SOLID WASTE, RECYCLING, AND ORGANIC WASTE

Sections:

8.04.210 Clearing of waste matter and, debris ~~and vehicles~~ from private property.

8.04.070 Use of disposal service mandatory—Collection of charges.

A. The city has determined that periodic collection and disposal of waste from all developed properties in the city benefits all occupants of developed properties in the city.

B. The city will provide waste collection and disposal service through its franchisee; and all developed properties in the city must use the city's waste collection and disposal service, except that there may be joint or multiple use of waste containers, subject to conditions established by the city.

C. The franchisee shall collect all fees for waste collection and disposal.

D. The owner of developed property shall be responsible and liable for paying the waste collection and disposal fees for that property, although the franchisee will bill a tenant if requested by the owner.

E. The owner of developed property shall be responsible for modifying frequency and volume of waste collection and disposal service to remain compliant with this chapter.

F. Once each year, prior to a date established by the city, the franchisee may take the following actions to collect delinquent waste collection and disposal accounts:

1. Present to the city a list of property owners (with corresponding parcel numbers) within the city whose accounts are more than one hundred twenty days past due;
2. Send a certified letter requesting payment to each property owner with a delinquent account;
3. At least thirty days after receiving delivery certification for payment requests, present to the city a list of property owners (with corresponding parcel numbers) whose accounts are still past due.

G. After the franchisee has completed all of the actions listed in subsection E of this section, the Ccity Council will adopt a resolution in accordance with applicable law authorizingdirecting the San Luis Obispo County assessor-Auditor to assess-place the amounts due on delinquent accounts as liens against the properties. The franchisee shall bear the full cost of any delinquent fees charged by the San Luis Obispo county assessor to lien affected properties. (Ord. 1706 § 9, 2021; Ord. 1176 § 3, 1990: prior code § 5200.6)

8.04.180 Owner's responsibility to maintain premises free of debris and waste matter.

The owner or person in control of any private property shall, at all times, maintain the premises free of waste, debris, or any other waste material, except pursuant to a permit approved by the Ceity Eengineer for fill and compaction work; and provided, that this section and Section 8.04.170 shall not prohibit the temporary storage of such waste materials in private receptacles for collection. (Ord. 1706 § 19, 2021; prior code § 5200.17)

The owner, the customer of the franchisee, or person in control of any private premises shall, at all times, except when accessing the affected container, keep any locking mechanism required pursuant to Section 8.04.210 engaged such that the container is locked and access to the container is restricted. The owner, the customer, or person in control of the premises shall also maintain any locking mechanism required pursuant to Section 8.04.210 in good working order at all times.

8.04.210 Clearing of waste matter and, ~~debris and vehicles~~ from private property.

A. *Notice to Remove.* ~~The city engineer is~~ Those persons so authorized and empowered by Section 8.04.220 to enforce the provisions of this Chapter may ~~to~~ notify the owner, his or her agent, the customer, or person in control of any private premises within the ceity, to dispose of waste matter prohibited by Sections 8.04.170 through 8.04.190; and/or impose preventative measures to stop the continued accumulation of prohibited waste matter on the premises. Such notice shall be given by posting upon the private premises and by certified mail addressed to the owner, his or her agent, the customer or such other person at his or her last known address, or by personal service on the owner, agent, the customer, or person in control or occupant of the property.

B. *Content of Notice:* locking mechanism. ~~–~~ The notice shall describe the work to be done and shall state that if the work is not completed within five days after receipt of notice ~~commenced within five days after receipt of notice and diligently prosecuted to completion without interruption,~~ City staff may the city engineer shall dispose of the prohibited waste matter and may, at the City's discretion, impose preventative measures to stop continued accumulation of prohibited waste matter, including but not limited to, installation of a locking mechanism on any container at the premises. ~~litter–The notice~~

shall state that any required locking mechanism will be installed by the franchisee and that the customer shall reimburse the franchisee for the ~~and the~~ cost of the locking mechanism and associated installation. The notice shall further state that the cost incurred by the City to remove and dispose of prohibited waste matter and any incidental expenses thereof shall be a lien on the property. The notice shall be substantially in the following form:

NOTICE TO REMOVE WASTE MATTER AND IMPOSITION OF PREVENTATIVE MEASURES

The owner, his or her agent, the customer, or person in control of the property premises described as follows: _____

_____ commonly known as _____

_____ is hereby ordered to properly dispose of the waste matter located on the property premises, to-wit, within five days from the date thereof of this notice. If the disposal of the waste matter herein indicated is not commenced and diligently prosecuted to completion completed within five days, the time fixed herein, the city engineer staff of the City of San Luis Obispo shall cause such disposal to be done, and may impose preventive measures to stop the continued accumulation of prohibited waste matter, including ordering installation of a locking mechanism on any container at the premises. The cost thereof incurred by the City to remove and dispose of prohibited waste matter, including any incidental expenses, will be made a lien upon said property, pursuant to the provisions of Municipal Code Section 8.04.210 Ordinance No. 250 of the City of San Luis Obispo. Any locking mechanisms required by the City as a preventative measure shall be installed by [FRANCHISEE] and the cost of the locking mechanism and associated installation shall be assessed by [FRANCHISEE] directly to the customer for reimbursement to [FRANCHISEE].-

Estimated Cost of Disposal \$ _____

Estimated Cost of Locking Mechanism Installation \$ _____ (to be assessed by [FRANCHISEE] directly to the customer)

O _____

The estimates provided above may not be the full or actual costs that will be assessed against the customer upon abatement by the City.

Date _____

City Engineer [CITY ENGINEER] of the City
of San Luis Obispo

~~C.C. City Engineer to Keep Record. The city engineer shall cause to be kept in his or her office a permanent record containing: (1) a description of each parcel of property for which notice to dispose of waste matter has been given; (2) the name of the owner, if known; (3) the date on which such notice was mailed and posted; (4) the charges incurred by the city in disposing of waste matter, and all incidental expenses in connection therewith; and (5) a brief summary of the work performed. Each such entry shall be made as soon as practicable after completion of such act.~~

~~D. Action Upon Noncompliance. Upon the failure, neglect or refusal of any the owner, the customer, or agent or person in control of the premises so notified to fully and properly dispose of the waste matter within five days after notice has been given as provided in this section, or within ten days after the date of mailing such notice in the event the post office department is unable to make delivery thereof, provided the same was properly addressed to the last known address of such owner, the customer, or agent, or person in control of the premises, the City Engineer may order disposal of the waste by city forces and impose preventative measures to stop continued accumulation of prohibited waste matter on the premises, including but not limited to, requiring installation of a locking mechanism on any container at the premises at the customer's expense. In determining whether to impose preventative measures, is authorized and empowered to pay for the disposal of such waste matter out of the city funds or to order its disposal by city forces. The City Engineer shall consider any information and/or evidence obtained from the City Engineer's and his (or her their authorized representative's) own observations, the franchisee, code enforcement officers, police department employees, other City staff, or in substantiated written complaints by any person, that the premises have not been maintained free of waste matter, including any contractor with whom he or she contracts hereunder, and assistants, employees or agents of such contractor, are authorized to enter upon the property for the purpose of disposing of the waste matter described in the notice. Before the City Engineer, or an authorized representative described above,~~

O _____

arrives to implement a preventative measure, any property owner may ~~dispose of the waste matter at his or her~~ do so at their own expense. If the City or its agents is refused entry for the purposes of disposing waste matter or implementing preventative measures as discussed herein, the City shall seek the assistance of any court of competent jurisdiction to authorize entry by City staff or franchisee acting on behalf of the City. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the City or its agents to enter upon the premises for the purposes set forth above. The City Engineer, or their authorized representative, may order immediate abatement of any violation of this section that constitutes an immediate and significant threat to the health, safety, or well-being of the public.

ED. Charge Statement of Costs to Owner. When the ~~e~~City or franchisee has effected the removed, paid for removal of ~~such prohibited~~ waste matter, installed, or ~~has~~ paid for the installation of any preventative measures, its removal, the actual cost thereof, plus accrued interest at the rate of six percent per year from the date of the completion of the work, shall be charged to the owner of ~~such the premises~~ property and the owner, or his or her agent, shall be billed therefor by mail, if not paid prior thereto. The bill shall apprise the owner that failure to pay the bill will result in a lien, accrual of interest, and imposition of a delinquent penalty.

FE. Recorded Statement Constitutes a Lien. Where the full amount due the ~~C~~city is not paid by such owner within thirty days after date of the billing ~~by the city engineer, the City Engineer, or their authorized representative, he or she~~ shall cause to be recorded filed with the city clerk a sworn or certified statement showing the cost and expense incurred for the work, the date the work was done, and the location of the ~~property premises~~ on which the waste disposal work was done. The City Council shall confirm the costs of abatement under this section at a public hearing prior to recordation of the lien with the appropriate offices of the County of San Luis Obispo. The recordation of such sworn or certified statement shall constitute a lien on the ~~property premises~~, and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection, until final payment has been made. ~~The costs and expenses shall be subject to a delinquent penalty of ten percent in the event same is not paid in full on or before the date the amount due becomes a lien. Sworn or certified statements recorded in accordance with the provisions of this section shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily and shall be full notice to every person concerned that the amount of the~~

~~statement, plus interest and costs, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law. The city clerk shall record the lien.~~ The remedy provided in this section is cumulative to other remedies available to ~~shall not~~ the City and shall not constitute an election of remedies by the Ccity. (Prior code § 5200.20)

SECTION 3. Chapter 8.09 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 8.09 - SINGLE-USE ~~STRAWS~~ FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

Sections:

8.09.020 ~~Beverage straws upon request~~ Single-use foodware accessories and standard condiments.

8.09.010 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

“Consumer” means a person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food facility, and does not offer the food for resale, or as otherwise defined in Section 42270(a) of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time.

~~A. “Dine-in customer” means a customer that consumes a food or beverage order on the same premises it was ordered.~~

“Self-service dispenser” means a container or equipment that is used to hold disposable foodware accessories for consumers to obtain at their discretion.

~~B.~~ “Single-use” means a product that is designed to be only used one time in its same form by the ~~customer~~ consumer, food vendor, or entity.

“Single-use foodware accessory” means all the following single-use items provided alongside ready-to-eat food: utensils, which includes forks, knives, spoons, sporks;

chopsticks; standard condiment cups and packets; straws; stirrers; splash sticks; and cocktail sticks, or, as otherwise defined in Section 42270(e) of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time.

“Standard condiment” means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes, or, as otherwise defined in Section 42270(f) of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time.

C.—“Take-out food orders” means prepared meals or other food or beverage items that a ~~customer~~ consumer purchases at a Vendor, but not through a third-party food delivery platform, ~~n establishment~~ and are intended for consumption elsewhere.

“Third-party food delivery platform” means a business engaged in the service of online food ordering and delivery from a food facility to a consumer or as otherwise defined in Section 42270(g) of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this definition, a food facility includes a restaurant, but not a grocery store or other similar establishment used primarily to sell the customer fresh produce, meat, poultry, fish, deli products, dairy products, perishable beverages, baked foods, and prepared foods.

D.—“Vendor” means any business providing food or beverages within the eCity of San Luis Obispo, including a food facility as defined in Section 42270(b) of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time. (Ord. 1640 § 3 (part), 2017)

8.09.020 ~~Beverage straws upon request.~~ Single-use foodware accessories and standard condiments.

A. ~~On or after March 1, 2018, any vendor shall ask each dine-in customer if the customer wants a single-use beverage straw before providing a single-use beverage straw to the customer. (Ord. 1640 § 3 (part), 2017)~~Vendors, for on-premises dining or when using a third-party food delivery platform, shall only

distribute single-use foodware accessories and standard condiments upon the request of the consumer or from self-service dispensers for consumers to obtain as needed. This paragraph does not apply to take-out food orders.

1. Vendors using third-party food delivery platforms shall customize its menu with a list of available single-use foodware accessories and standard condiments and shall provide only those single-use foodware accessories or standard condiments selected by the consumer. If a consumer does not select any single-use foodware accessories or standard condiments, the vendor shall not provide any single-use foodware accessories or standard condiments.

2. Third-party food delivery platforms shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility.

B. Vendors shall not package or bundle single-use foodware accessories and standard condiments in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment. This paragraph applies to take-out food orders.

C. Vendors are encouraged, but not required, to use bulk dispensers for condiments rather than condiments packaged for single-use and to take other actions in addition to the requirements of this chapter that support the goal of reducing the use of and waste generated by all single-use food service products.

A.D. It is otherwise unlawful for any food provider to violate California Public Resources Section 42270 through 42273 concerning single-use foodware accessories and standard condiments.

8.09.030 Exceptions.

This section shall not apply to the following institutions or facilities:

A. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

B. Health care facilities licensed pursuant to Article 1 (commencing with Section

1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1240) of Division 2 of the Health and Safety Code.

C. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

A. D. Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code. Take-out food orders are exempt from this chapter. (Ord. 1640 § 3 (part), 2017)

8.09.040 Implementation and enforcement.

A. In addition to any other remedy authorized by this code, any violation of the provisions of this chapter by any person or restaurant is subject to administrative fines as provided in Chapter 1.24. (Ord. 1640 § 3 (part), 2017) The City, or its designee, is authorized to enforce the provisions of this chapter, and at its discretion, pursue any of the following legal actions to enforce the provisions of this chapter:

1. Criminal Actions and Penalties. Any person, vendor, or third-party food delivery platform violating or causing a violation of this chapter may be issued a notice of violation for the first and second violation and for each subsequent violation, shall be guilty of an infraction, which upon conviction shall be punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.

2. Administrative Citation and Penalties. Any person, vendor, or third-party food delivery platform violating or causing a violation of this chapter may be issued an administrative notice of noncompliance and provided a reasonable opportunity to correct, subject to administrative fines as provided in Chapter 1.24.

B. Remedies are Cumulative. All remedies contained in this chapter for violations of this chapter or enforcement of the provisions of this chapter shall be cumulative

and not exclusive of any other applicable provisions of city, county, or State law.

SECTION 4. Chapter 12.08 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 12.08 - URBAN ~~STORM WATER~~STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Sections:

- 12.08.100** **Exceptions to illegal discharge.**
- 12.08.120** **Waste disposal and drainage prohibitions.**
- 12.08.140** **Compliance with industrial or construction activity NPDES ~~storm water~~stormwater discharge permit.**
- 12.08.150** **Requirement to prevent, control, and reduce ~~storm water~~stormwater and pollutants.**
- 12.08.210** **Reporting and remediating discharges—~~Retention of records.~~**
- ~~**12.08.240** **Appeal.**~~
- 12.08.2450** **~~Abatement by city; City’s remedies.~~**
- 12.08.2560** **Urgency abatement.**
- 12.08.2670** **~~Charging cost of abatement/liens~~Nuisance abatement lien.**
- 12.08.2780** **Violations - penalties.**
- 12.08.2890** **Acts potentially resulting in a violation of the Clean Water Act and/or the Porter-Cologne Act.**

12.08.010 Title.

This chapter may also be cited as the “~~storm water~~stormwater quality ordinance” of the city of San Luis Obispo. (Ord. 1543 § 2 (part), 2010)

12.08.020 Purpose and intent.

The purpose and intent of this chapter is to ensure the health, safety, and general welfare of citizens, and protect and enhance the quality of watercourses and water bodies in a manner pursuant to and consistent with the Clean Water Act by reducing pollutants in ~~storm water~~stormwater discharges to the maximum extent practicable, by prohibiting non-

~~storm water~~stormwater discharges to the storm drain system, and improving ~~storm water~~stormwater management. (Ord. 1543 § 2 (part), 2010)

12.08.030 Definitions.

The terms used in this chapter shall have the following meanings:

~~A. “Administrative technical documents” or “ATD” means the following documents adopted by the city. The most current versions of these documents shall be considered in use for purposes of interpreting this chapter.~~

- ~~1. Storm drain map;~~
- ~~2. Waterway management plan;~~
- ~~3. Waterway management plan appendix;~~
- ~~4. Waterway management plan drainage design manual;~~
- ~~5. Waterway management plan stream management and maintenance program;~~
- ~~6. Waterway management plan stream management and maintenance program Appendix A;~~
- ~~7. Waterway management plan environmental impact statement/report for public hearing;~~
- ~~8. Creek and flood protection fee schedule;~~
- ~~9. City engineering standards;~~
- ~~10. City engineering standard specifications;~~
- ~~11. City of San Luis Obispo storm water management plan;~~
- ~~12. Community design guidelines.~~

AB. “Authorized representative” means that person designated in writing to the director by the property owner to act on behalf of the property owner.

BC. “Best management practice” or “BMP” means activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the storm drain

system and waters of the United States. BMPs include but are not limited to treatment facilities to remove pollutants from ~~storm water~~stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-~~storm water~~stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants.

CD. “City” shall mean the city of San Luis Obispo.

DE. “Clean Water Act” means the federal Water Pollution Control Act, 33 USC 1251 et seq., and any subsequent amendments thereto.

EF. “Construction activity” means any of the following activities: including but not limited to clearing and grubbing, grading, excavating, demolition and construction.

EG. “Director” means the community development director or public works director or utilities director of the city, acting either directly or through an authorized designee. When this chapter refers to “director,” it shall refer to each, all, or any combination of these persons.

GH. “Groundwater” means any naturally occurring subsurface water, including springs.

HI. “Hazardous material” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed, as defined in Section 25501 of the Health and Safety Code.

IJ. “Illegal discharge” means any direct or indirect non-~~storm water~~stormwater discharge to the storm drain system, except as exempted by this chapter.

JK. “Illicit connection” means any of the following:

1. Any conveyance system, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including, but not limited to, sewage, process wastewater, wash water, pool or spa water.

2. Any connections to the storm drain system from indoor drains and sinks not currently exempted or permitted, regardless of whether the drain or connection has been previously allowed, permitted, or approved by a government agency.
3. Any drain or conveyance connected from any land use to the storm drain system which has not been documented and approved by the city.
4. Any unpermitted connection of a ~~storm water~~stormwater system to the publicly owned treatment works as defined in this chapter.

K. "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal over-spray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

L. "Industrial activity" means any activity subject to a NPDES industrial permit as defined in 40 CFR Section 122.26(b)(14).

M. "Municipal separate storm sewer system" or "MS4" means the public portion of the storm drain system.

N. "National Pollutant Discharge Elimination System" or "NPDES" means the general, group, and individual ~~storm water~~stormwater discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act.

O. "Non-~~storm water~~stormwater discharge" means any discharge to the storm drain system that is not composed entirely of ~~storm water~~stormwater.

P. "Pollutant" means anything which causes or contributes to pollution including, but not limited to, paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, either from domestic or wild animals or birds; wastes and residues that result from constructing a building or structure, including but not limited to dirt, sediment, slurry, and concrete residuals; and noxious or offensive matter of any kind.

Q. "Pollution" means the human-made or human-induced alteration of the quality of waters by waste or pollutants, or the presence of a substance in the environment that, because of its chemical composition or quantity, prevents the functioning of natural processes and produces undesirable environmental and health effects or alters the quality of the water to a degree that unreasonably affects the waters for beneficial uses or the facilities which serve these beneficial uses.

R. "Porter-Cologne Act" means the Porter-Cologne Water Quality Control Act (California Water Code Section [13000](#) et seq.) as amended.

S. "Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

T. "Property owner(s)", means the person, firm, partnership, association, corporation, company or organization of any kind that has ownership rights to property regulated under this Chapter, including but not limited to, land and any improvements thereon, including structure or portions of a structure. For property owned jointly or in common, including property within a common area of a common interest development (as such terms are respectively defined in Civil Code Sections 4095 and 4100), the "property owner" for the purposes of this Chapter includes the homeowners association, association (as that term is defined in Civil Code Section 4080) or any other similar organization with the obligation to maintain the property on behalf of the common owners.

U.F. "Storm drain system" means any public or private facilities by which ~~storm water~~stormwater is collected and/or conveyed, including but not limited to roads, sidewalks, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels and swales, reservoirs, lakes, creeks, waters of the United States and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at [40](#) CFR Section [122.2](#).

1. Public facilities are those owned, maintained and operated by the city and other public agencies including the enclosed system of pipelines, catch basins, manholes and junction structures.

2. Private facilities are those on private property or under the control of persons other than the city or other public agencies.

VU. “~~Storm water~~Stormwater” means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

WV. “~~Storm water~~Stormwater pollution prevention plan” or “SWPPP” means a plan that identifies sources of pollution and provides direction during construction to the contractor and owner, using BMPs to prevent pollution from occurring.

X. “Watercourse” means any well-defined channel with a distinguishable bed and bank showing evidence of having contained flowing water indicated by deposit of rock, sand, gravel, or soil, including but not limited to creeks. Watercourses also includes manmade watercourses.

YW. “Waters of the United States” means surface watercourses and water bodies as defined at 40 CFR Section 122.2, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry ~~storm water~~stormwater at and during all times and seasons.

Z. “Uncontaminated ground water infiltration” means water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow. (Ord. 1543 § 2 (part), 2010)

12.08.040 Applicability.

This chapter shall apply to all ~~water sources and potential sources of discharge~~ entering the storm drain system generated on any developed and undeveloped lands within the city. (Ord. 1543 § 2 (part), 2010)

12.08.090 Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the storm drain system any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than ~~storm water~~stormwater, including water waste runoff as defined in ~~Chapter 13.07~~Section 13.07.020.B.

An illegal discharge is assumed to have occurred if prohibited material is placed, blown, washed, tracked or in any way allowed to accumulate in any part of the MS4 so that it can be conveyed by ~~storm water~~stormwater. (Ord. 1543 § 2 (part), 2010)

12.08.100 Exceptions to illegal discharge.

~~No person shall commence, conduct, or continue any illegal discharge to the storm drain system except as follows. Discharges from the following will not be considered a source of pollutants to the storm drain system and to waters of the United States when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this chapter: Discharges through the storm drain system of material other than stormwater to Waters of the U.S. shall be effectively prohibited, except as allowed under this section 12.08.100 or as otherwise authorized by a separate NPDES permit. The following non-stormwater discharges are not prohibited, provided any pollutant discharges are identified and appropriate control measures to minimize the impacts of such discharges, are developed and implemented. This provision does not obviate the need to obtain any other appropriate permits for such discharges.~~

~~B. A. Uncontaminated groundwater, air conditioning condensation, uncontaminated roof, foundation, footing, or French drains (not including active groundwater dewatering systems), flows from riparian habitats and wetlands, residential car washing and fire fighting flows.~~Water line flushing;

B. Individual residential car washing;

C. Diverted stream flows;

D. Rising ground waters;

E. Uncontaminated ground water infiltration to separate storm sewers;

F. Uncontaminated pumped ground water;

G. Discharges from potable water sources;

H. Foundation drains;

I. Air conditioning condensation;

J. Springs;

K. Water from crawl space pumps;

L. Footing drains;

M. Flows from riparian habitats and wetlands;

N. Dechlorinated swimming pool discharges;

O. Incidental runoff from landscaped areas;

BP. Non-~~storm water~~stormwater discharge permitted under an NPDES permit, waiver, low-threat discharge permit or waste discharge order issued to the discharger and administered by the state of California under the authority of the federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted by the city Director for any discharge to the storm drain system;

Q. Runoff in excess of incidental runoff from landscaped areas shall be control as outlined in Chapter 13.07;

Q.R. Discharges or flows from firefighting activities are excluded from the effective prohibition against non-stormwater and need only be addressed where they are identified as significant sources of pollutants to water of the U.S.; and

SG. With written concurrence of the Central Coast Regional Water Quality Control Board, the city may exempt in writing other non-~~storm water~~stormwater discharges, which are not a source of pollutants to the storm drain system nor waters of the United States.

If the Utilities director determines that any individual or class of non-stormwater discharge(s) listed above may be a significant source of pollutants to waters of the U.S. or storm drain system, or poses a threat to water quality standards, the director may require the appropriate discharger(s) to monitor and submit a report and to implement best management practices on the discharge. (Ord. 1543 § 2 (part), 2010)

12.08.110 Prohibition of illicit connections.

The construction, use, maintenance or continued existence of illicit connections to the storm drain system ~~or to a POTW~~ is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A connection shall be considered illicit if it does not comply with the requirements of section 12.08.180. (Ord. 1543 § 2 (part), 2010)

12.08.120 Waste disposal and drainage prohibitions.

A. *Waste.* No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the United States, any pollutant, so that the same may cause or contribute to pollution.

B. *Sidewalk Cross Drainage.* No person shall place, erect or maintain any rainwater leader drain, pipe, conduit or swale as to convey, carry or discharge any water on or to any sidewalk in the city, but all leaders, drains, pipes, conduits, and swales conveying, carrying or discharging water exempt under this chapter to or beyond the exterior boundary of the lot or premises on which the same is erected, placed or maintained, must be led under the sidewalk to the gutter. Facilities not in compliance with this section shall be considered a public nuisance and abated in accordance with the provisions in Chapter 8.24.

C. *Drainage to Public Facilities.* No person shall cause water to be deposited to the public street or other public facility which results in an organic growth of any kind in the public facility, particularly that which creates a slick surface. Such growth shall be considered a public nuisance and abated in accordance with the provisions in Chapter 8.24. (Ord. 1543 § 2 (part), 2010)

12.08.130 Animals.

A. *Property Maintenance.* Where it is determined by the city or by the Central Coast Regional Water Quality Control Board that an area used by animals is affecting water quality, the city will require the property owner or authorized representative to implement

measures, which may include installation of preclusionary devices, to eliminate the pollution and prevent the migration of waste components to the storm drain system. Installation of devices or measures may require permits from the city or other regulatory agency. Installation, maintenance and permitting as well as all associated costs are the responsibility of the property owner.

B. *Feeding Near Water Bodies.* No person shall feed feral animals or deposit or leave any foodstuff of any kind or nature, except in a trash receptacle provided for that purpose, within one hundred feet of a lake or creek.

C. *Domesticated Animal Waste.* All persons owning, possessing, in control of, or otherwise responsible for an animal, must promptly collect, pick up and remove all fecal matter left by the animal on public or private lands. Animals in agricultural areas are not covered under this subsection if the area complies with subsection A of this section or is covered under separate regulation. (Ord. 1543 § 2 (part), 2010)

12.08.140 Compliance with industrial or construction activity NPDES ~~storm water~~stormwater discharge permit.

Any person subject to an industrial or construction activity NPDES ~~storm water~~stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance, in a form acceptable to the director, shall be provided:

- A. Prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan;
- B. Upon inspection of the facility;
- C. During any enforcement proceeding or action; or
- D. For any other reasonable cause. (Ord. 1543 § 2 (part), 2010)

12.08.150 Requirement to prevent, control, and reduce ~~storm water~~stormwater and pollutants.

A. *Authorization to Adopt BMPs.* The city recognizes the current requirements of the State Water Resources Control Board for general permits for construction, industrial and

municipal activities. In addition to the requirements of these general permits, the city ~~may~~ adopt is authorized under state and federal law to determine additional requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to degradation, pollution, or contamination of ~~storm water~~ stormwater, the storm drain system, or waters of the United States.

B. *Authorization to Impose BMP.* Where the city or any federal, state of California, or regional agency has adopted BMP requirements for any activity, operation, or facility which may cause or contribute to ~~storm water~~ stormwater pollution or contamination, illicit discharges, and/or discharge of non-~~storm water~~ stormwater or pollutants, or degradation to the storm drain system or waters of the United States, every person undertaking such activity or operation, or owning or operating such facility, shall comply with such requirements within the time limit or under the conditions set forth in the BMP.

C. *Responsibility to Implement BMPs.* Any person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater or the storm drain system, is responsible for the implementation and maintenance of BMPs discussed in this Section. The owner or operator of a commercial or industrial establishment shall provide protection from accidental discharge of pollutants into the storm drain system. The owner or operator shall provide and maintain facilities to prevent accidental discharge of prohibited materials or other wastes at the owner's or operator's expense. Operators of construction sites, new or redeveloped land; and industrial and commercial facilities shall minimize the discharge of pollutants to the MS4 through the installation, implementation, and maintenance of BMPs consistent with the California Stormwater Quality Association (CASQA) Best Management Practice Handbooks or equivalent.

D. *Erosion and Sediment Control Plan Submittal.* Prior to issuing a grading or building permit, the operator of the construction activity shall prepare and submit an erosion and sediment control plan to be reviewed by the city. An erosion and sediment control plans shall not be approved unless it contains, to the satisfaction of the City, appropriate site-specific construction site BMPs and includes the rationale used for selecting BMPs including supporting soil loss calculations, if necessary. The erosion and sediment control plan must also list applicable permits directly associated with the grading activity, including, but not limited to the State Water Board's Construction General Permit (CGP), State Water Board 401 Water Quality Certification, U.S. Army Corps 404 permit, and California Department of Fish and Wildlife 1600 Agreement. The operator must submit

evidence to the city that all permits directly associated with the grading activity have been obtained prior to commencing the soil disturbing activities authorized by the grading permit. If the erosion and sediment control plan is revised, the city shall review and approve those revisions. A SWPPP developed pursuant to the CGP may substitute for the erosion and sediment control plan. The City may request all information necessary from the permit applicant and/or operator of the construction activity to assess compliance with this Chapter.

EG. *SWPPP Submittal and Maintenance.* Prior to the city's issuing any permit for activities which may contribute to pollution of the storm drain system, the person seeking the permit must
projects that disturb one acre or more of soil or disturb less than one acre but are part of a larger common plan or development or sale are subject to the Construction General Permit (CGP) and must obtain a Waste Discharger Identification (WDID) number from the Regional Water Quality Control Board (RTWQCB). The WDID is obtained by submitting a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB. The SWPPP shall include detailed information describing the potential sources of pollution that may be created by the project being permitted and the recommended BMPs that will be applied. The information shall be sufficient to be used to direct a contractor to perform the BMPs and to recognize whether the BMP is achieving the required effect
comply with the requirements of the CGP. The director will approve
review the SWPPP once the director is satisfied that the SWPPP meets for compliance with the requirements of this chapter. The SWPPP is a "living" document, meaning it must be adjusted during the course of the construction activity to adapt to new or unforeseen conditions and changing work to maintain compliance with the requirements of this chapter
and any implementation guidelines promulgated by the city.

F. *Compliance Assurance Deposit.* A person with a project that includes a grading permit or any other permit that is likely to create a source of pollution shall submit a SWPPP compliance assurance construction security deposit in an amount to be fixed by the director to ensure NPDES compliance in accordance with the approved SWPPP. Should a project have inadequate BMPs, resulting in an illegal discharge, and if the SWPPP holder fails immediately to implement or maintain necessary BMPs to comply with this chapter, upon receiving notice from the city, the city or its agent will install the BMPs and deduct payment for this work from the compliance assurance deposit. If that occurs, the compliance assurance deposit must be replenished to the original amount, or to the amount expended by the city for BMP installation, whichever is higher, and the city will

issue a stop work order on the project until such occurs. When the project has received final clearance, the director will release the compliance assurance deposit. Compliance with this section does not absolve a person from other penalties and fines as provided for in this chapter.

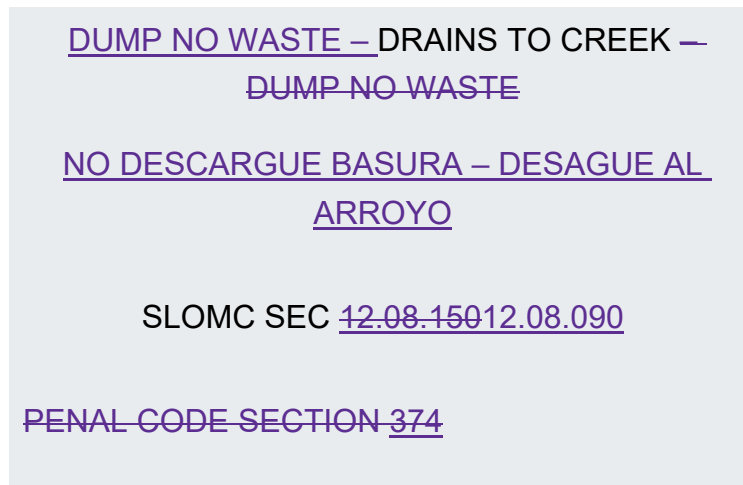
GD. *New Development and Redevelopment Design Standards.* The city will adopt design standards requiring appropriate BMPs to control the volume, rate, and potential pollutant load of ~~storm water~~stormwater runoff from newly developed and redeveloped property. Such requirements are incorporated, unless specifically waived by the director, in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this section.

~~E.—*Compliance Assurance Deposit.* A person with a project that includes a grading permit or any other permit that is likely to create a source of pollution shall submit a SWPPP compliance assurance construction security deposit in an amount to be fixed by the director to ensure NPDES compliance in accordance with the approved SWPPP. Should a project have inadequate BMPs, resulting in an illegal discharge, and if the SWPPP holder fails immediately to implement or maintain necessary BMPs to comply with this chapter, upon receiving notice from the city, the city or its agent will install the BMPs and deduct payment for this work from the compliance assurance deposit. If that occurs, the compliance assurance deposit must be replenished to the original amount, or to the amount expended by the city for BMP installation, whichever is higher, and the city will issue a stop work order on the project until such occurs. When the project has received final clearance, the director will release the compliance assurance deposit. Compliance with this section does not absolve a person from other penalties and fines as provided for in this chapter.~~

~~F.—*Responsibility to Implement BMPs.* Any person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering storm water or the storm drain system, shall implement BMPs to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide protection from accidental discharge of prohibited materials or other wastes into the storm drain system. The owner or operator shall provide and maintain facilities to prevent accidental discharge of prohibited materials or other wastes at the owner's or operator's expense.~~

HG. *Responsibility to Identify and Post.* ~~For the purposes of implementing Section 374 of the California Penal Code and the requirements of this chapter, p~~Property owners are required to mark and/or post all drainage inlets that have a connection to the creek system, either directly or through a portion of the storm drain system, as follows:

1. *Signs.* Property owners of ~~an apartment complex consisting of four or more~~multi-family residential units shall be responsible for causing a sign to be posted in a conspicuous location as close as possible to each drainage inlet with the following wording in English and Spanish:



Sign specifications shall be available from the community development department.

2. *Placard.* Property owners shall be responsible for causing a placard, conforming to city engineering standards, to be installed at each drainage inlet.
3. *Maintenance.* Property owners shall be responsible for maintaining signs and placards, ensuring they remain legible. (Ord. 1543 § 2 (part), 2010)

12.08.160 Maintenance.

A. *General.* Property owners are responsible to maintain their premises in such a way as to comply with this chapter and prevent migration of pollutants into the storm drain system.

B. *Construction ~~Storm Water~~Stormwater Devices.* BMPs installed during construction or as measures for postconstruction ~~storm water~~stormwater shall be maintained as required to ensure proper operation. Failure to maintain construction BMPs will result in a stop

work order being issued until the site is in conformance with the requirements of this chapter. Failure to maintain required BMPs may also subject the property owners to administrative fines.

C. *Postconstruction ~~Storm Water~~Stormwater Devices.* Property owners of development or redevelopment projects which require installation of postconstruction ~~storm water~~stormwater devices shall submit a maintenance plan or manufacturer's maintenance guide for those devices as part of the project submittal. The plan or guide provided shall be considered the minimum maintenance required, with additional maintenance performed as needed to comply with this chapter.

All property owners with postconstruction ~~storm water~~stormwater devices on their property shall submit to the director annual inspection/maintenance reports to confirm continued compliance with this chapter. Reports shall be signed and certified by the property owner or the authorized representative and submitted no later than June 15 each year.

All property owners with postconstruction ~~storm water~~stormwater devices on their property shall enter into an agreement with the city, to be recorded, documenting the devices, the required maintenance and the responsibility by the property owners for maintenance and reporting.

All property owners shall adhere to the operation and maintenance plan and maintain, clean, correct, and replace any failing structural stormwater control measures (SCMs) to return to good working order.(Ord. 1543 § 2 (part), 2010)

12.08.170 Watercourse protection.

A. Every person owning, leasing property or otherwise controlling property ("owner") through which a watercourse originates or passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner shall not remove healthy bank vegetation beyond ~~that~~what is actually necessary for maintenance, nor perform vegetation management in such a manner as to increase the vulnerability of the watercourse to erosion. The owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within that owner's property, within regulatory frameworks, to a reasonable standard as determined by the

director, in order to protect against erosion and degradation of the watercourse originating or passing through the property.

B. Every owner of property through which a watercourse originates or passes shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

C. Every owner is responsible ~~to~~ for obtaining all permits and complying with all laws, rules, and regulations of state or federal agencies that may have jurisdiction over wetlands and waterways. Maintenance must be done in a manner that does not adversely impact waterway species. (Ord. 1543 § 2 (part), 2010)

12.08.180 Connections to public storm drain system.

A. *Permit Required.* Any person who owns an existing connection or intends to connect directly to a public storm drain system must have a permit issued by the city to do so.

B. *Cost of Inspection.* Each person owning a connection to a public storm drain system shall pay an annual inspection fee, as set forth in the creek and flood protection fee schedule, to cover the cost of routine inspection, reporting review, and sampling. Each owner shall make the connection available for inspection by the City upon reasonable notice on at least an annual basis and when the City has reason to believe the connection is not operating correctly.

C. *Compliance Notice.* The director shall require by written notice that a person with an illicit connection to the public storm drain system comply with the requirements of this chapter to eliminate ~~or secure city approval for~~ the connection by a specified date, regardless of whether or not the connection had been established or approved prior to the effective date of the ordinance codified in this chapter, or through prior permit. ~~If the person with an illicit connection can demonstrate to the director that an illegal discharge will not occur, the person may request the director's approval to maintain the connection and shall obtain the required permit.~~

D. *Sampling and Reporting.* Any connection to the public storm drain system must include a sampling port to allow the city to verify discharge quality. The person owning the connection to the public storm drain system must submit to the director self-monitoring

reports to assess and assure continued compliance with this chapter. Reports shall be signed by the property owner or the authorized representative. Sampling and reporting shall conform to the provisions of the permit.

E. *Agreement Concerning Permit.* Any person to whom the city has issued a permit under this section shall enter into an agreement with the city, which agreement shall be recorded and shall reflect the provisions of this section.

F. *Transfers of Property—New Permit Required.* Whenever a person to whom the city has issued a permit under this section transfers the property to which the permit is attached, the transferee has thirty days in which to obtain a new permit in the transferee's name. If such permit is not obtained, the connection will be deemed illicit. (Ord. 1543 § 2 (part), 2010)

12.08.190 Requirement to eliminate illegal discharges and remediate.

Whenever the director determines that a discharge of pollutants is occurring, or has occurred, and the discharge has caused, or will cause, pollution of ~~storm water~~stormwater or the storm drain system, or determines an illegal discharge is occurring or has occurred, the director will require by written notice to the property owner and/or their authorized representative (A) remediation of the pollution and restoration of the affected property ~~within a specified time/date~~72 hours of notification, or sooner if a high risk spill occurs, and (B) discontinuance of the discharge and, if necessary, implementation of measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges. If the city agrees that the necessary clean up activities cannot be completed within 72 hours, the city shall issue a new timeframe for compliance and notify the Central Coast Regional Water Quality Control Board of the new timeframe within five business days of that determination. (Ord. 1543 § 2 (part), 2010)

12.08.200 Requirement to monitor and analyze.

The director may require any person engaged in any activity, and/or owning or operating any facility, which may cause or contribute to ~~storm water~~stormwater pollution, illegal discharges, and/or non-~~storm water~~stormwater discharges to the storm drain system, to undertake, at the person's expense, a monitoring, analysis, and reporting program, as approved by the director, to determine compliance with this chapter.

Should there exist any condition of uncontrolled sources of pollutants that could post an environmental threat, the director will require by written notice to the property owner and/or operator and/or their authorized representative abatement of the condition within 30 days of notification. If the city agrees that the necessary abatement/clean-up activities cannot be completed within 30 days, the city shall issue a new timeframe for compliance and notify the Central Coast Regional Water Quality Control Board of the new timeframe within five business of that determination. (Ord. 1543 § 2 (part), 2010)

12.08.210 Reporting and remediating discharges—~~Retention of records.~~

A. *Notification.* In the event of a release of a hazardous material, any property owner, authorized person or any other person responsible for property, a facility or an operation, shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911).

In the event of a release of any pollutant such that it enters an enclosed system or waterway, any property owner, authorized person or any other person responsible for a property, a facility or an operation shall notify the director in person or, by phone, ~~or by facsimile~~ at the address and phone number listed below no later than five p.m. of the same business day or, if on a weekend or holiday, by ten a.m. of the next business day. Notification in person or by phone shall be confirmed by written notice addressed and mailed to the director within two business days of the in-person or phone notice.

879 Morro Street, San Luis Obispo, CA 93401

805-781-7312

B. *Remediation.* Notwithstanding other requirements of law, as soon as any property owner, authorized person, or any other person responsible for property, a facility or an operation, or the person responsible for emergency response for a facility or operation, has information of any known or suspected release of pollutants which may result or have resulted in illegal discharges or pollutants discharging into ~~storm water~~ stormwater or the storm drain system from the property, facility or operation, the person shall take all necessary steps to ensure the containment, and remediation of such release.

C. *Commercial/Industrial Properties.* If the reported discharge emanates from a commercial or industrial property, the owner or operator of the property shall also retain

an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years from the date of the occurrence and be available for inspection by the director. (Ord. 1543 § 2 (part), 2010)

12.08.220 Authority to inspect, sample, establish sampling devices, and test.

Whenever the director determines it is necessary to make an inspection to verify compliance with this chapter, investigate potential violations of this chapter, or to make an inspection to enforce any provision of this chapter, or whenever the director has reasonable cause to believe that there exists a condition which constitutes a violation of this chapter, the director may enter the premises during normal business hours to inspect, take water samples, perform any testing deemed necessary to aid in the inspection, record site activities, and inspect and copy records related to ~~storm water~~stormwater compliance. During any inspection, the director may establish on any property such devices as are necessary to conduct sampling or metering operations. If the director is refused entry after a request to enter and inspect has been made, the city may seek assistance from any court of competent jurisdiction in obtaining such entry.

Prior to occupancy of a project subject to the Central Coast Post-Construction Requirements, site access shall be granted to all representatives of the city for the sole purpose of performing operation and maintenance (O&M) inspections of the installed stormwater control measures (SCMs).

If the director has reasonable cause to believe that discharges to the storm drain system are so hazardous, unsafe, or dangerous as to require immediate inspection to safeguard public health or safety or the integrity of the storm drain system, the director shall have the right to immediately enter and inspect the property and may use any reasonable means required to effect such entry and make such inspection. (Ord. 1543 § 2 (part), 2010)

12.08.230 Notice of violation.

A. *Violation Conditions.* Whenever the director finds that a person has violated this chapter, the director may issue to the person a notice of violation and order compliance. Such notice may require without limitation:

1. Monitoring, providing analyses, and reporting;
2. Eliminating illicit connections or discharges;
3. Cease and desist of discharges, practices, or operations;
4. Abating or remediating ~~storm water~~stormwater pollution or contamination hazards, and restoring the affected property;
5. Implementing source control or treatment BMPs; and
6. Paying ~~a fine and administrative and~~ remediation costs.

B. *Abatement.* If abatement of a condition and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed. The notice shall further provide that if there is not compliance with the notice within the established deadline, the city may abate the condition and/or restore the property, and the expenses thereof shall be charged to the property owner and/or the person responsible for the violation. (Ord. 1543 § 2 (part), 2010)

~~**12.08.240 Appeal.**~~

~~Except as provided in Section 12.08.260, Urgency abatement, any person receiving a notice of violation may appeal following the procedures in Chapter 1.20. (Ord. 1543 § 2 (part), 2010)~~

12.08.2450 Abatement by city; City's remedies.

Dischargers of pollutants into the MS4 are required to abate and clean up their discharge, spill, or pollutant within 72 hours of notification; high risk spills should be cleaned up as soon as possible (see Section 12.08.190). A condition of uncontrolled sources of pollutants that could pose an environmental threat must be abated within 30 days of

notification (see Section 12.08.200). If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, and ten days have passed, or if an appeal of the ~~notice of violation~~ administrative citation was filed and ten days have passed from the date of the decision upholding the decision of the director, then the city or its agents may enter upon the property and take any and all measures necessary to abate the violation and/or restore the property. If the city or its agents is refused entry for this purpose, the city shall seek the assistance of any court of competent jurisdiction to authorize entry. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or its agents to enter upon the premises for the purposes set forth above. The remedies set forth in this Chapter are cumulative to all other remedies available to the City, including but not limited to pursuit of criminal prosecution, institution of appropriate civil actions or proceedings in a court of competent jurisdiction and cost recovery, in which case the city's costs of abatement would be a lien on the property. (Ord. 1543 § 2 (part), 2010)

12.08.2560 Urgency abatement.

A. *Immediate Abatement.* The director may require immediate abatement of any violation of this chapter that constitutes an immediate and significant threat to the health, safety or well-being of the public.

B. *Construction Sites.* The director shall give verbal notice and issue a notice of violation to persons owning or controlling construction sites with inadequate erosion and sediment controls that such controls must be put in place immediately, and the city shall not allow any other site work until the controls are in place.

C. *Failure to Abate.* If a violation as described in subsection A of this section is not immediately abated, the city is authorized to enter the premises and take any and all measures required to abate the violation. Any expenses incurred by the city related to such abatement shall be charged to the property owner. Any relief obtained under this section shall not prevent the city from seeking other and further relief authorized under this chapter. (Ord. 1543 § 2 (part), 2010)

12.08.2670 ~~Charging cost of abatement/liens.~~ Nuisance abatement lien.

A. *Notice of Cost.* If the city has incurred costs to abate a violation, the director shall notify the property owner within thirty days of the cost, including administrative costs.

B. ~~*Appeal/Objections.*~~ Within fifteen days of the director's notice, the property owner may file with the city clerk a written appeal objecting to the amount of the costs. The city clerk shall set the matter for hearing by the city council. The decision of the city council shall be final.

C. *Payment Due Date—Failure to Pay.* If no appeal has been filed or if an appeal has been filed and the city council has made a decision on the appeal, any cost due shall be paid in full within ten days. If the costs are not paid in full within ten days, the costs shall become a special assessment against the property and shall constitute a lien on the property. The information shall be provided to the county auditor so that the auditor may enter the amount of the assessment against the property, as it appears on the current assessment roll, and the tax collector include the amount of the assessment on the bill for taxes levied against the property. (Ord. 1543 § 2 (part), 2010)

12.08.2780 ~~Violations~~ – Penalties.

A. *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a code violation and public nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be undertaken by the city.

B. *Penalties and Fines.* A violation of, or failure to comply with, any of the requirements of this chapter shall constitute a misdemeanor and may be punished as set forth in Chapter 1.12. Violators ~~are may~~ also ~~be~~ subject to ~~finer provided for in the administrative code provisions of this code,~~ administrative citations and fines pursuant to Chapter 1.24, revocation of their business license, and/or for persons seeking to work in the right-of-way, a prohibition from working within the right-of-way for a period of two years. All remedies and penalties prescribed by this chapter are cumulative.

C. *Compensatory Action.* In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the director may, at their sole discretion, impose upon a violator alternative compensatory actions, such as storm drain marking, attendance at compliance workshops, creek cleanup, etc. (Ord. 1543 § 2 (part), 2010)

12.08.2890 Acts potentially resulting in a violation of the Clean Water Act and/or the Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to this chapter may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the provisions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter shall also include written notice to the violator of such potential liability. (Ord. 1543 § 2 (part), 2010)

SECTION 5. Chapter 13.04 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 13.04 - WATER SERVICE

13.04.010 Definitions.

As used in this chapter, the following terms shall have the meanings specified:

- A. "Adequate transmission system" means a water transmission system that is capable of supplying simultaneously, at a specific site under consideration, the required fire flow and the maximum daily rate of consumption.
- B. "Applicant" means the person or entity who applies for a new water account with the city of San Luis Obispo.
- C. "Cross-connection" means any physical connection between the piping system from the city service and that of any other water supply that is not, or cannot, be approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the city distribution main.

D. “Curbstop” means the city-owned valve attached to the water meter which can turn water on or off to a parcel.

E. “Customer” means the person or entity under whose name a water account is created and who is ultimately responsible for payment of all charges incurred on the account.

F. “Date of presentation” means the billing date as referenced on the billing statement.

G. “Distribution main” means a water line in a street, alley, or right-of-way used for general distribution of water and from which water service is available to a parcel.

H. “Maximum daily rate of consumption” means the average rate of flow, as estimated by the utilities department from actual city records, which is consumed during a twenty-four-hour period at maximum use.

I. “Parcel” means a tract of land including improvements, to which water service is or will be provided.

J. “Parcel valve” [also referred to as a “customer valve”](#), -means a valve on the parcel side of the water meter which turns water on or off to a parcel. The valve is the parcel owner’s responsibility to maintain in working order.

K. “Private fire protection service” means water service for sprinkler systems, hydrants, hose reels and other facilities used specifically for fire protection on a parcel.

L. “Private pumping equipment” means any equipment attached to a water service and installed on private property for the purpose of increasing water pressure to that parcel.

M. “Private service line” means the water line that connects the city’s water meter to the point of entry to a parcel’s dwelling(s) and/or irrigation system(s).

N. “Regular water service” means water service rendered for normal domestic, commercial, industrial, and irrigation purposes on a permanent basis and for which the city’s general rates and regulations are applicable.

O. “Reliable water distribution system” means a system of public water mains capable of supplying a sufficient quantity of water to satisfy simultaneously the maximum daily rate of consumption and the required fire flow for a given site.

P. “Required fire flow” means the rate of flow required by the fire chief pursuant to the authority of Appendix B of the California Fire Code and determined in conformance with

the latest edition of the Guide for Determination of Required Fire Flow as published by the Insurance Services Offices, or any subsequent recognized standard adopted by resolution of the city council.

Q. "Service connection" means the point of connection where the city's water meter meets the parcel's private service line.

R. "Services" means the service pipeline and appurtenant facilities such as the curbstop, water meter and meter box, all used to extend water service from the distribution main to the curblines. Where services are divided at the curb or parcel line each such branch service shall be termed a separate service.

S. "Utilities" means the utilities department of the city of San Luis Obispo and its duly authorized representatives. (Ord. 1597 § 1, 2014; Ord. 1428 § 2 (part), 2002; prior code § 7410.1. Formerly 13.04.020)

13.04.050 Initiation of water service.

A. Each applicant initiating water service shall be required to provide information according to the procedures established by the director of ~~utilities finance and information technology~~ and to pay a new account setup fee established by resolution of the city council.

B. All applicants for water service may be required to deposit an amount established from time to time by resolution of the city council prior to initiation or restoration of water service.

C. An application for water service may not be honored unless payment in full has been made for water service previously rendered to the applicant by the city.

D. Applications for water service to parcels for which a service connection has already been installed may be made as set forth in this chapter. Such application will signify the applicant's willingness and intention to comply with these regulations and to all modifications thereof, and to new regulations or rates duly adopted, and to make payment for water service rendered.

E. If application is made for service to a parcel where no water service connection has been installed, but a distribution main is adjacent to the parcel, the applicant, in addition

to making application for service, shall comply with the regulations governing the installation of water services and pay all applicable fees. (Ord. 1597 § 5, 2014: Ord. 1428 § 2 (part), 2002: Ord. 1204 §§ 1, 2, 1992: prior code §§ 7410.2 and 7410.4. Formerly 13.04.030)

[F. Customer's Request for Service Initiation. A customer may have his or her water service initiated by notifying the utilities department at least one business day in advance of the desired date of initiation. The customer will be required to pay all water charges from the date of such initiation as well as an account setup fee.](#)

13.04.060 Discontinuation of water service.

Each customer discontinuing water service shall be required to provide information according to the procedures established by the director of utilities.

A. Nonpayment of Bills.

1. A customer's water service may be discontinued if a bill is not paid on or before sixty days from the date the bill becomes delinquent, [in accordance with Health & Safety Code §116900 et seq.](#)

2. A customer's unpaid balance for water service previously rendered by the city may be transferred to that same customer's current water service and water service may be discontinued if water service furnished at a previous location is not paid on or before sixty days from the date the bill becomes delinquent.

~~3. If a customer receives water service at more than one location, and the bill for service at any one location is not paid on or before sixty days from the date the bill becomes delinquent, water services at all locations may be discontinued.~~

B. Unsafe Apparatus. The utilities department may discontinue service to any parcels where apparatus, appliances, or equipment using water is dangerous, unsafe, causing damage or not in conformity with any laws or ordinances.

C. Service Detrimental to Others. The utilities department may discontinue service to any parcels where the demand may be detrimental or injurious to the service furnished to other customers.

D. *Fraud, Theft, and Abuse.* The utilities department shall have the right to refuse or to discontinue water service to any parcels to protect itself against fraud, theft, or abuse.

E. *Noncompliance.* The utilities department may, unless otherwise provided, discontinue water services to a customer for noncompliance with any of these regulations if the customer fails to comply with them within five days after the date of presentation of written notice of the utilities department's intention to discontinue service. If such noncompliance affects matters of health and safety and/or is causing property damage, and conditions warrant, the utilities department may discontinue water service immediately.

F. *Customer's Request for Service Discontinuance.* A customer may have his or her water service discontinued by notifying the utilities department at least one business day reasonably well in advance of the desired date of discontinuance. ~~He or she~~The customer will be required to pay all water charges until the date of such discontinuance.

G. *Restoration—Reconnection Charges.* The utilities department may charge such amount as may be established from time to time by resolution of the city council (as otherwise authorized by state law) for restoring water service which has been discontinued because of noncompliance with these rules. (Ord. 1677 § 2, 2020: Ord. 1597 § 6, 2014: prior code § 7410.17. Formerly 13.04.180)

H. Disconnection from City Infrastructure – In the instance of repeated theft of City water service where an illegal device also known as a “jumper” has been installed to convey water in lieu of a removed City water meter, the Utilities Director may authorize the physical disconnection of the water service lateral from the City water main to prevent continued theft and to protect the distribution system from contamination. All costs associated with the disconnection of the water service, including excavation, physical exclusion, etc., will be the sole responsibility of the parcel owner and will be subject to cost recovery. Once disconnection has occurred, any subsequent reconnection will be at the cost of the parcel owner and will require the parcel owner to follow City policies and procedures required for a new water service line connection to the City's water distribution system, including meeting current construction specifications. Reconnection to the system will be at the discretion of the Utilities Director. Disconnection from the City's water distribution system as a result of an immediate risk to public health will not be subject to 5-day notification requirements outlined in subsection E.

13.04.070 Illegal consumption.

A. When a meter shows consumption of water after service has been officially discontinued, the owner of the parcel served will be held responsible for payment for the water consumption. In addition, the parcel owner will pay the city a new account setup fee for the water illegally consumed after service was previously discontinued. Water shall not be turned on again for a service connection until the illegal consumption has been fully paid for. (Ord. 1597 § 7, 2014)

B. Tampering with any curbstop, meter, backflow device, hydrant, etc. for the purposes of taking water without paying is a violation of the municipal code and is subject to a penalty of up to \$1,000 and cost recovery for any work associated with the theft or repairs to City infrastructure that occurs from the taking of water illegally, including without limitation damage to City valves, hydrants, mains, service laterals, etc.

13.04.130 Water meters.

A. All meters installed shall be located only in and upon streets, easements or rights-of-way that have been formally dedicated and accepted for public use, and shall be owned by the city.

B. *Changes in Size of Water Meter.*

1. The cost to change the size of a meter on existing services will be at the parcel owner's or customer's expense.

2. A request for a change in size of meter will require approval of the utilities director. Upon approval, the parcel owner or customer will be responsible for obtaining all necessary permits (plumbing, encroachment, etc.) and payment of any applicable expenses and fees.

3. Parcels with flow rates having an average rate that exceeds the meter manufacturer's maximum rated operating flow or other reliable benchmark as determined by the utilities department shall be required to upsize the meter at parcel owner or customer's expense, including payment of any applicable expenses and fees.

C. *Change in Location of Meters.* Meters moved for the convenience of the parcel owner or customer shall be approved by the utilities department and will be relocated at the parcel owner or customer's expense.

D. *Meter Errors.*

1. *Meter Test.*

a. On parcel owner or customer request:

i. A parcel owner or customer may, giving not less than one week's notice, request the utilities department to test the meter serving his or her parcel.

ii. To cover the reasonable cost of a meter test, the utilities department will require the parcel owner or customer to deposit such amount as may be established from time to time by resolution of the city council.

iii. This deposit will be returned if the meter is found to register more than two percent fast. The parcel owner or customer will be notified not less than five days in advance of the time and place of the test.

iv. A written report giving the results of the test will be shown to the parcel owner or customer within ten days after completion of the test.

2. *Adjustment of Bills for Meter Error.* When, upon test, a meter is found to be registering more than two percent fast under conditions of normal operations, the utilities department will refund to the customer the full amount of the overcharge, based on corrected meter readings for the period, not exceeding one year that the meter was in use.

3. *Non-registering Meters.* The utilities department may bill the customer for water consumed while the meter was not registering. The bill will be computed upon an estimate of consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same class of service during the same period and under similar circumstances and conditions.

4. *Retirement or Removal of Meter.* The cost of retiring or removing a meter service for the convenience of the parcel owner will be at the parcel owner's expense.

5. Reverse Flow. If a meter has shown reverse flow and there is evidence a meter has been intentionally removed and reinstalled backwards, in an effort to register reverse flow for the purpose of defrauding the City of revenue, the department may estimate the volume of water consumed for the purposes of accurate billing. Billing estimates may be made based on prior water consumption at the property or estimates based on lot size. Cost recovery for water meter removal and reinstallation will be assessed in addition to any water consumption charges.

E. *Size of Water Meter.* Water meters shall not be larger in size than the associated water service size. Sizing calculations shall be provided to justify service and meter sizing.

F. Where a nonresidential, multifamily, or mixed-use project has one thousand square feet of landscaping or greater, the project shall provide a separate city-owned landscape water meter.

G. New residential and nonresidential uses within a mixed-use development shall be separately metered.

H. New caretaker units, duplexes, triplex, and fourplex units shall be separately metered. Dwellings with five or more units shall have privately owned sub-meters.

I. All new residential and commercial condominiums shall be separately metered. Privately owned sub-meters may be provided by the property owner upon approval of the utilities director or her/his designee. The CC&Rs for the property/homeowner association (P/HOA) shall require that the sub-meters be read monthly by the association (or P/HOA contracted service) and each condominium billed according to water use. Records of meter reading and associated billing shall be provided to the city upon request.

J. New attached or detached accessory dwelling unit may connect to the property's primary residential meter if maximum flow velocities through the water meter meet California Plumbing Code requirements. (Ord. 1704 § 3, 2021; Ord. 1597 § 13, 2014: prior code §§ 7410.12 and 7410.16. Formerly 13.04.170)

K. Separate submeters shall be installed in accordance with Division 5.3 of the California Green Building Code.

13.04.140 Installation of control valves required.

A. The parcel owner shall install a suitable valve, as close to the meter location as practicable, the operation of which will control the entire water supply from the meter.

B. The operation by the parcel owner or customer of the [City-owned](#) curbstop in the meter box is not permitted. (Ord. 1597 § 14, 2014: prior code § 7410.19. Formerly 13.04.200)

13.04.150 Responsibility for equipment.

A. *Parcel Equipment.* The parcel owner or customer shall, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the city shall not be responsible for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the parcel owner or customer or of any of his or her tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. The city shall not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter, either when the water is turned on originally, or when turned on after a temporary shutdown.

B. *City Property.* The parcel owner or customer shall be liable for any damage to a meter, curbstop, water meter box or other equipment or property owned by the city which is caused by an act of the parcel owner or customer or his or her tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks, [seals, controls, devices, radios, or tags](#) by the parcel owner or customer or others on or near a meter. The city shall be reimbursed by the parcel owner or customer for any damage promptly on presentation of a bill.

C. *Private Pumping Equipment.* The utilities department must approve the installation and operation of all private pumping equipment before city water service will be provided. Any pumping facility that does not incorporate an automatic shutoff control that will positively prevent motor burnout during periods of low or negative pressure will not be approved.

This section shall not be construed to excuse the obtaining of appropriate city council, and other, approvals necessary to permit (1) city water service, and (2) installation and operation of private pumping equipment.

D. Parcel owner or customer is responsible for maintaining plumbing connection on the parcel side of the meter. Parcel owner or customer equipment must be able to withstand meter change-outs and shutoffs. Parcel owner or customer shall repair their equipment if determined necessary by the city.

E. Parcel owner or customer is responsible for maintaining acceptable access to the water meter as determined by the city. At a minimum a two-foot clearance must be provided around meter. City staff have a right to make the area accessible without notice to access the meter, which may include trimming or removal of plants or other landscaping materials. All costs associated with gaining access will be charged to the customer. City staff will give at least 48-hours of notice of the need for access, if possible, in non-emergency situations.

F. No additions can be made in the meter box other than primary city water service or an approved remote flow monitoring device. Approval of the addition of flow monitoring devices will be made by the Utilities Director or his/her designee. Replacement or repair of a city owned water meter will not be delayed due to a parcel owner's use of a privately owned flow monitoring device.

G. *Ground Wire Attachments.* All individuals or business organizations are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the city; the utilities department will hold the parcel owner or customer liable for any damage to its property occasioned by such ground wire attachments.

H. The utilities department does not assume liability for inspecting apparatus on the parcel owner or customer's property. The utilities department does reserve the right of inspection, however, if there is reason to believe that unsafe apparatus is in use. (Ord. 1597 § 15, 2014: prior code § 7410.18. Formerly 13.04.190)

13.04.160 Parcel owner's duty to protect against danger of cross-connections.

A. The parcel owner must comply with state, county, and federal laws governing the separation of dual water systems or installation of backflow protection devices to protect the public water supply from the danger of cross-connections. (Ord. 1597 § 16, 2014: prior code § 7410.20. Formerly 13.04.210)

B. Any residential parcel adjacent to a parcel receiving recycled water may be required to install a backflow prevention device on the potable water system. A parcel owner may be eligible for a rebate for device installation if the property is not a direct recipient of recycled water.

C. Parcel owner must maintain backflow prevention devices per applicable state, county, and federal laws and policies.

D. The City has the right and responsibility to discontinue any water service to a parcel with a cross-connection prevention device that has not shown proof of good working order to the authority having jurisdiction on at least an annual basis pursuant to the cross-connection inspection program.

13.04.170 Interruption in service.

A. The city shall not be liable for damage or claims which may result from an interruption in service. Temporary shutdowns may be made by the utilities department to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns.

B. ~~Master metered properties~~ Residential properties with a single water meter serving more than three residential units, such as mobile home parks and large apartment complexes must notify the utilities department ~~and police department~~ a minimum of twenty-four hours prior to any planned interruptions in water service for repairs, maintenance, or other reason. (Ord. 1597 § 17, 2014: prior code § 7410.21. Formerly 13.04.220)

13.04.180 Main extensions other than subdivisions.

A. Water mains may be extended by developers or other interested parties that would benefit by their extension, at their cost, provided the improvements are designed to

current city standards and policies and are approved by both the public works and utilities directors.

B. The owner or developer who is required to install improvements which abut property other than that being developed or in a greater size or capacity than that required for the development of the property under consideration may be reimbursed as provided in Section 16.20.110.

C. Where an extension of the distribution main is necessary or a substantial investment is required to furnish service, the applicant will be informed by the utilities department as to whether or not the service can be extended under these regulations as set forth in this chapter. (Ord. 1597 § 18, 2014; Ord. 1501 § 4, 2007. Formerly 13.04.100)

13.04.200 Fire hydrants.

A. *Use of and Damage to City-Owned Fire Hydrants*. No person, other than those designated and authorized by the proper authority, or by the utilities department, shall open any fire hydrant, attempt to draw water from it, or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted according to law. Operation of a City hydrant without approval of the Utilities Department will result in a \$1,000 penalty. In addition to this penalty, any and all costs associated with the inspection, repair, or replacement of any part or parts of the city water distribution system damaged, or potentially damaged, as a result of the unapproved use will be assessed to the responsible party. This includes but is not limited to damage to water mains, charges for water use, expenses incurred for water quality sampling, or other repair costs to ensure public health and safety. Any devices used to illegally remove water from City distribution systems shall be confiscated. The rights of the City under this section to pursue cost recovery and impose a monetary penalty are cumulative to the City's right to pursue criminal prosecution pursuant to California Penal Code section 148.4 and California Penal Code Section 498. The choice of remedy or remedies is at the sole discretion of the City.

B. *Unapproved Use of Privately-Owned Fire Hydrants*. The use of unmetered privately-owned fire hydrants that are connected to the City's water system, for any purposes other than those that related to fire services, with the intent of defrauding the City of fees or other revenue for water use will result in a mandatory \$1,000 penalty. Any costs associated with the inspection, repair, or replacement of the City water distribution system damaged, or potentially damaged, as a result of the unapproved use will be assessed to the responsible party. This includes but is not limited to damage to water mains, charges for water use, expenses incurred for water quality sampling, and other repair costs to ensure public health and safety. Any devices used to illegally remove water from City distribution systems shall be confiscated. The rights of the City under this section to

pursue cost recovery and impose a monetary penalty are cumulative to the City's right to pursue criminal prosecution pursuant to California Penal Code section 148.4 and California Penal Code Section 498. The choice of remedy or remedies is at the sole discretion of the City.

CB. *Moving of Fire Hydrants.* When a fire hydrant has been installed in the location specified by the proper authority, the utilities department has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, he or she shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority. (Ord. 1597 § 20, 2014: prior code § 7410.25. Formerly 13.04.260)

13.04.220 Private fire protection service connections—Charges—Ownership.

A. *Purpose.* A private fire protection service connection in three- to ten-inch size will be furnished only if adequate provision is made to prevent the use of water from such services for purposes other than fire extinguishing.

B. *Quantitative Charges.*

1. *Water for Fires.* No charge will be made for water used to extinguish accidental fires.

2. *Water for Fire Storage Tanks.* Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the utilities department in advance and an approved means of measurement is available. The rates for general use will be applied.

C. *Violation of Agreement.* If water is used from a fire service in violation of the agreement or of these regulations, the utilities department may, at its option, discontinue and remove the service.

D. *Ownership of the Fire Service.* All appurtenant equipment from the shut-off valve closest to the water main, including the fire service mainline, connections, pumps, tanks, chlorinators installed at any point in the line to the parcel's water outlets shall be the sole responsibility of the parcel owner, both as to the original installation and as to the maintenance and upkeep. Such installations must be approved by the utilities department.

E. *Pressure and Supply.* The utilities department assumes no responsibility for loss or damage because of lack of water or pressure and agrees only to furnish such quantities and pressures as are available in its general water distribution system. (Ord. 1597 § 22, 2014; prior code § 7410.27. Formerly 13.04.280)

13.04.240 Privately owned water wells.

A. Appropriate use of privately owned wells is allowed on individual parcels. The use of the water from a well shall only be utilized within the boundaries of the parcel on which it is situated or at the discretion of the utilities director.

B. *Installation of Water Meters on Private Wells.* Within twelve months of the adoption of the city's groundwater sustainability plan, a well meter shall be installed at the private owner's expense at all properties where private well water is used for any of the following:

1. Nonresidential purposes in any quantity;
2. Irrigation of greater than one-half acre of landscaping;
3. Two acre-feet or greater of usage annually.

The water meter shall be public and property owners shall enter into a private well metering agreement with the city for meter reading.

C. Existing well service that crosses property lines shall be corrected in conformance with this section with any new development or subdivision. (Ord. 1704 § 4, 2021; Ord. 1597 § 24, 2014)

D. Prior to installation of a new groundwater well or the alteration of an existing well, a property owner must first obtain written verification from The City of San Luis Obispo Groundwater Sustainability Agency, ensuring that groundwater extraction by the proposed well would not be inconsistent with the San Luis Obispo Valley Groundwater Sustainability Plan and would not decrease the likelihood of achieving a sustainability goal identified within the Groundwater Sustainability Plan; and that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage basin capacity or nearby infrastructure.

This Paragraph shall not apply to wells (i) that will provide less than two acre-feet per year of groundwater for individual domestic users, (ii) that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code, or (iii) that are replacing existing, currently permitted wells with new wells that will produce an equivalent quantity of water as the well being replaced when the existing well is being replaced because it has been acquired by eminent domain or acquired while under threat of condemnation.

13.04.250 Violations deemed misdemeanor.

Other than authorized water distribution staff, any person who operates or attempts to open or close any water system valve, curbstop, hydrant, or other City-owned infrastructure that regulates and controls the flow of water in the City's water distribution system shall be issued a penalty of up to \$1,000, be guilty of a misdemeanor punishable under Chapter 1.12, and shall also be held liable for any damage that may result from such action. An employer may also be held liable for their employee's illegal operation of any City-owned water infrastructure and subject to the punishment(s) state herein. At the City's discretion, the employer and employee may be held jointly and severally liable for any damage and staff costs resulting from the employee's actions. Nothing in this section impairs the City's right to also seek criminal prosecution for any violations of this section which are also violations of the California Penal Code (Ord. 1597 § 25, 2014: Ord. 1484 § 11, 2005: prior code § 7410.29. Formerly 13.04.300)

SECTION 6. Chapter 13.06 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 13.06 - MANDATORY INDOOR PLUMBING RETROFIT STANDARDS

Sections:

13.06.090 EnforcementPenalties—Infraction.

13.06.010 Definitions.

A. "Change of ownership" means a transfer of a present interest in real property. Every transfer of property shall qualify as a "change of ownership," except transfer of title from one spouse to another, whether the transfer is voluntary, involuntary, by operation of law, by grant, gift, devise, inheritance, trust, contract of sale, addition or deletion of an owner, property settlement, or any other means. "Change of ownership" effected other than by a contract of sale shall be deemed to occur at the time of actual transfer of title. A "change of ownership" resulting from a contract of sale or similar instrument shall be so regarded only if escrow is opened or a contract of sale is executed, whichever occurs last, on or after the effective date of this chapter.

B. "Change of use" means change of the occupancy classification as defined in the Uniform Building Code.

C. "Existing residential building" means any structure built and intended primarily for the shelter or housing of any person.

D. "Low water-use plumbing fixtures" ~~means any toilet using a maximum of one and six-tenths gallons per flush, shower heads designed to emit a maximum of two and one-half gallons per minute (gpm) of water, any interior faucet that uses a maximum of two and two-tenths gpm, and a urinal manufactured to use a maximum of one gallon per flush. are those that comply with Sections 4.303.1.1, 4.303.1.2, 4.303.1.3, 4.303.1.4, 5.303.3.1, 5.303.3.2, 5.303.3.3, and 5.303.4.1 of the 2022 California Green Building Code. Where Sections 1601 et seq. of Title 20 of the California Code of Regulations applying to water-using appliances sold or offered for sale within the state specifies a lower maximum flow rate than specified in the aforementioned sections of the California Green Building Code, the lower maximum flow rate shall be required.~~

E. "Retrofit" means the replacement of a conventional plumbing fixture with low-water-using plumbing fixtures.

F. "Water conservation certificate" means a certificate acknowledging that installation of water-conserving plumbing fixtures has been completed. (Ord. 1704 § 7, 2021; Ord. 1224 § 1, 1992)

13.06.050 Verification.

A. Upon retrofitting with water-conserving plumbing fixtures, the seller, prior to the change of ownership, shall obtain from the utilities department a “water conservation certificate,” in accordance with administrative procedures established by the department, verifying that water-conserving plumbing fixtures have been installed. The seller shall have the plumbing fixtures inspected by a [qualified home inspector](#), California licensed plumber, or licensed general contractor.

B. “Water conservation certificates” shall also be available to those who voluntarily install water-conserving plumbing fixtures or have installed water-conserving plumbing fixtures prior to the effective date of this chapter.

C. The seller may transfer responsibility of retrofit upon sale to the buyer with approval from the utilities director or designee. (Ord. 1704 § 8, 2021; Ord. 1224 § 1, 1992)

13.06.060 Notice of correction.

Whenever the utilities director determines that there is a property where low-water-use plumbing fixtures have not been installed as required by this chapter or where such fixtures have been removed since initial installation and replaced with other than low-water-use fixtures, the utilities director [or authorized designee](#) may serve a notice of correction on the owner(s) of the property on which the violation is situated and any other person responsible for the violation. The owner of record shall have ninety days to take corrective action. Failure to take corrective action within ninety days shall constitute a violation of this chapter. (Ord. 1224 § 1, 1992)

13.06.070 Exemptions.

The utilities director may [at their sole discretion](#), exempt facilities from the provisions of this chapter, and impose reasonable conditions in lieu of full compliance herewith, if the director determines that there are practical difficulties involved in carrying out the provisions of this chapter. The director may exempt facilities from the provisions of this chapter when low-water-using fixtures are not available to match a historic architectural style. The director shall require that sufficient evidence or proof be submitted to substantiate any exemption or acceptance of alternatives. (Ord. 1224 § 1, 1992)

13.06.080 Appeals.

A. *Content of Appeals.* An appeal may be made to an appeals board, consisting of representatives from [the](#) community development department, finance department, and utilities department, by any person aggrieved by a decision of the utilities director pursuant to this chapter. The appellant must specifically state in the notice of appeal:

1. The name and address of the appellant and the appellant's interest in the decision.
2. The nature of the decision appealed from and/or the conditions appealed from.
3. A clear, complete, but brief statement of the reasons why, in the opinion of the appellant, the decision or the conditions imposed were unjustified or inappropriate.
4. The specific facts of the matter in sufficient detail to notify the city. The appeal shall not be stated in generalities.

B. *Acceptance of Appeal.* An appeal shall not be accepted by the board unless it is complete.

[C. *Judicial Review.* The decision of the appeals board shall be considered final administrative action for purposes of judicial review. A party aggrieved by the decision of the appeals board may seek judicial review by filing a complaint with the San Luis Obispo Superior Court within sixty \(60\) calendar days.](#)

(Ord. 1224 § 1, 1992)

13.06.090 ~~Penalties–Infraction~~Enforcement.

It is unlawful to fail to comply with the retrofit requirements of this chapter or to alter or replace low-water-use plumbing fixtures required by this chapter with fixtures other than low-water-use plumbing fixtures. ~~Violation of the provisions of this chapter shall constitute an infraction.~~ Each day any violation of this chapter continues shall be considered a new and separate offense. [Any person who violates any provision of this chapter is guilty of an infraction and is subject to punishment as provided in Chapter 1.12 or may be cited and fined pursuant to the administrative citation provisions of Chapter 1.24.](#) (Ord. 1224 § 1, 1992)

13.06.110 Remedies cumulative.

The decision of the city to pursue ~~either a civil or criminal~~, administrative or abatement action against a person violating any provision of this chapter shall not preclude further relief by use of any other remedy provided herein, or by common law, statute, or ordinance. (Ord. 1224 § 1, 1992)

SECTION 7. Chapter 13.07 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 13.07 - WATER CONSERVATION

Sections:

13.07.050 EnforcementViolations.**13.07.020 Substandard runoff prohibited.**

A. No person shall cause any water delivered by the city water system to flow away from property owned, occupied, or controlled by such person in any gutter, ditch or in any other manner over the surface of the ground, so as to constitute water waste runoff.

B. "Water waste runoff" is water flowing away from property and which is caused by excessive application(s) of water beyond reasonable or practical flow rates, water volumes or duration of application, or due to faulty systems that have not been repaired within ~~ten days~~72-hours of written notice from the city. (Ord. 1704 § 9, 2021; Ord. 1089 § 1 (part), 1987)

13.07.030 Council water conservation powers.

A. When deemed necessary in the judgment of the city council to conserve water during water shortage periods, as defined by the city's water shortage contingency plan, the city council may by resolution declare an emergency condition and enact any or all of the following which in its judgment is deemed advisable after publication of notice thereof in

a newspaper of general circulation distributed in the city or after reasonable notice thereof is otherwise given by the city to users:

1. Limit irrigation within the city water service area to specified hours, a parcel-specific allocation, or prohibit irrigation entirely within the service area or any portion or portions thereof;
2. Limit all customers inside the city water service area to specified maximum usages of water for each customer classification category.

B. In order to comply with any mandatory actions required by the State Water Board or any other agency having jurisdiction over the waters of the state, the city council may by resolution limit outdoor irrigation of ornamental landscapes or turf with potable water to four, three or two days a week in accordance with the following schedules:

Four-Day a Week Schedule

Even numbered addresses:	Mondays, Tuesdays, Thursdays, and Saturdays
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Odd numbered addresses:	Mondays, Wednesdays, Fridays, and Sundays
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Three-Day a Week Schedule

Even numbered addresses:	Sundays, Tuesdays and Thursdays
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Odd numbered addresses:	Mondays, Wednesdays and Fridays
----------------------------	---------------------------------------

Two-Day a Week Schedule

Even numbered Tuesdays and
addresses: Fridays

Odd numbered Mondays and
addresses: Thursdays

C. In order to comply with any mandatory actions required by the State Water Board or any other agency having jurisdiction over the waters of the state, the city council may by resolution limit outdoor irrigation of ornamental landscapes or turf with potable water between the hours of 7:00 p.m. and 7:00 a.m.

Nothing in this subsection C shall limit the use of non-potable water for outdoor irrigation of ornamental landscape or turf with the exception of a non-potable water shortage due to the use of non-potable water as a supplemental water supply during a water shortage emergency.

D. Public facilities that are used in a manner similar to city parks and recreation areas may be exempt from irrigation restrictions, allowed a modified irrigation schedule, or allowed turf renovation during a water shortage emergency due to community health benefits and long-term environmental impacts. These facilities include, but are not limited to, the following:

1. Emerson Field;
2. Meadow Park Field;
3. Mission Plaza Turf;
4. Santa Rosa Center Field;
5. Santa Rosa Softball Field;
6. Sinsheimer Stadium;
7. Stockton Field;
8. Throop Field;

9. Damon Garcia Sports Fields;
10. French Park;
11. Islay Hill Park;
12. Laguna Lake Park;
13. DeVaul Park;
14. Laguna Lake Golf Course; and
15. Local schools.

E. Annual turf renovation, allowed under subsection D of this section, shall include an initial germination period during which daily watering at these, and similar, facilities is allowed for a period of up to six weeks. Following renovation, these facilities will be allowed to be watered up to three days a week in order to sustain them.

F. The use of a hose equipped with a shutoff nozzle for hand watering of established trees will be exempt from irrigation restrictions.

G. Hospitals, healthcare facilities, and other businesses requiring water for the health and safety of at-risk people may apply for an exemption on a case-by-case basis. This exemption may be granted at the discretion of the utilities director or their designee. (Ord. 1704 § 10, 2021; Ord. 1631 § 2, 2016; Ord. 1619 § 2, 2015; Ord. 1607 § 3, 2014; Ord. 1116 § 2 (part), 1988)

H. Nothing in this Chapter shall be deemed to allow the use of potable water for the irrigation of non-functional turf where prohibited by state law.

13.07.050 EnforcementViolations.

A violation of this chapter shall constitute an infraction and may be punishable Any person who violates any provision of this chapter is guilty of an infraction and subject to punishment as provided in Chapter 1.12 or may be cited and fined pursuant to the administrative citation provisions of Chapter 1.24. Violations may also subject the property owner or user to by this code and/or result in discontinuance of water service as provided in Sections 13.04.060 13.04.180 (Discontinuance of service) and 13.04.050

[\(Initiation of Water Service\) 4.20.080 \(Restoration-reconnection charge\)](#). (Ord. 1116 § 2 (part), 1988)

13.07.060 Definitions.

The following words or phrases, whenever used in this chapter, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined within individual sections of this chapter:

A. “Base period” means that period of time over which the base water use is computed.

B. “Customer classification” refers to three categories of water users as shown in the water shortage contingency plan: single-family residential or multifamily residential, commercial and institutional, and landscape meters.

C. “Non-potable water” refers to recycled water, groundwater, gray water, or harvested rainwater as used for irrigation or other non-potable approved purposes. (Ord. 1704 § 12, 2021; Ord. 1168 § 2 (part), 1990; Ord. 1143 § 2 (part), 1989)

D. “Functional turf” means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

E. “Non-functional turf” means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots. Non-functional turf is solely ornamental and not regularly used for human recreational purposes or for civic or community events.

13.07.070 Water use reduction.

No customer of the city shall make, cause, use or permit the use of potable water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this chapter.

A. *Mandatory Water Conservation.* The city will establish by resolution a mandatory water conservation program.

B. *Residential Lifeline Allowance.* No customer shall be surcharged or otherwise be penalized for failure to reduce water consumption below a lifeline rate as established by the city.

C. *Prohibited Water Uses.* In addition to any other requirements of this code, all consumers are deemed to have under their control at all times any and all water distribution lines and facilities serving the property benefited by the water service and to know the manner and extent of their water use and any runoff. The following specific uses of water are prohibited and constitute a violation of this code:

1. Use of water from fire hydrants shall not be used for any purpose other than to fight fires or for other activities where such use is immediately necessary to maintain the health, safety and welfare of the residents of San Luis Obispo.
2. Restaurants may not serve water to their customers except on specific request.
3. Potable city water shall not be used for major construction activities, such as grading and dust control, and shall not be used to wash down sidewalks, driveways, or parking areas except to alleviate immediate fire or sanitation hazards.
4. New landscaping may be restricted or prohibited during mandatory water conservation. The council shall adopt by resolution procedures to implement this section. (Ord. 1395 § 1, 2001: Ord. 1168 § 2 (part), 1990: Ord. 1143 § 2 (part), 1989)

5. Irrigating outdoors during and within 48 hours following measurable rainfall.

6. The use of potable water for the irrigation of non-functional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

- a. All properties owned by the Department of General Services, beginning January 1, 2027.
- b. All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.
- c. All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.
- d. All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

e. All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

Notwithstanding subdivision (a), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

SECTION 8. Chapter 13.08 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 13.08 - SEWERS

Sections:

- 13.08.090 Grease, oil and sand interceptors. Fats, oils, and grease discharge control program**
- 13.08.091 Food service establishment requirements**
- 13.08.092 Grease control device requirements**
- 13.08.093 Maintenance and operation of grease control devices**
- 13.08.094 Maintenance reporting requirements for grease control devices**
- 13.08.095 Fats, oils and grease discharge control retrofit requirements**
- 13.08.096 Fats, oils and grease control program violations**

13.08.020 Definitions and abbreviations.

A. The following abbreviations, when used in this chapter, shall have the designated meanings:

1. BOD—Biochemical oxygen demand.
2. BMP—Best management practice.
3. BMR—Baseline monitoring report.
4. CFR—Code of Federal Regulations.

- 5. CIU—Categorical industrial user.
- 6. COD—Chemical oxygen demand.
- 7. CPC—California Plumbing Code
- 8. DFA—Department of Food and Agriculture
- 9. FOG—Fats, Oils and Grease
- 10. FSE – Food Service Establishment
- 11. EPA—U.S. Environmental Protection Agency.
- 12. GCD—Grease Control Device
- 13. GCI—Gravity Grease Interceptor
- 14. gpd—gallons per day.
- 15. GRD—Grease Removal Device
- 16. HGI—Hydromechanical Grease Interceptor
- 179. IU—Industrial user.
- 1840. mg/L—milligrams per liter.
- 1944. NPDES—National Pollutant Discharge Elimination System.
- 2042. POTW—Publicly owned treatment works.
- 2143. RCRA—Resource Conservation and Recovery Act.
- 2244. SIU—Significant industrial user.
- 2345. SNC—Significant noncompliance.
- 24. SSO – Sanitary Sewer Overflow
- 2546. TSS—Total suspended solids.
- 2647. USC—United States Code.

The following terms, when used in this chapter, shall have the following meanings, unless otherwise specified:

B. “Accredited Laboratory” means a laboratory that has been evaluated and accredited by the Environmental Accreditation Program (ELAP). ELAP-accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

CB. “Act” or “the Act” means the Federal Water Pollution Control Act Amendments of 1972 (33 USC § 1251, et seq.) and any amendments thereto including the Clean Water Act of 1977, as well as any regulations, guidelines, limitations and standards promulgated by the United States Environmental Protection Agency pursuant to the Act.

~~C. “Approval authority” means State Water Resources Control Board.~~

D. “Authorized or duly authorized representative of the user” means any of the following:

1. If the user is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including the explicit or implicit duty to make major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; has the ability to ensure that the necessary systems are established or actions taken to gather complete and accurate information for wastewater discharge permit requirements, and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the user is a federal, state or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.

4. The individuals described in subsections [\(D\)\(1\)](#) through [\(3\)](#) of this section may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for either the overall operation of the facility from which the discharge originates or the overall environmental matters of the company, and the written authorization is submitted to the city.

E. “Biochemical oxygen demand (BOD)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at twenty degrees centigrade and expressed in milligrams per liter (mg/L).

F. “Best management practices” (or “BMPs”) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in this article and [40 CFR 403.5\(a\)\(1\)](#) and [\(b\)](#). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or sewage disposal, or drainage from raw materials storage.

G. “Blockage” means a stoppage, restriction, or reduction in flow capacity of the sewer system caused or exacerbated by pollutants and/or the accumulation of FOG.

H. California Plumbing Code (CPC)” means California Plumbing Code (Cal. Code Regs. Title 24, Part 5) as adopted in SLOMC 15.02.050.

I. “Categorical industrial user” means an industrial user subject to a categorical pretreatment standard or categorical standard.

J. “Categorical pretreatment standard” or “categorical standard” means any regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency in accordance with Sections 307(b) and (c) of the Act ([33 USC § 1317](#)) that apply to a specific category of users and that appear in [40 CFR](#) Chapter I, Subchapter N, Part 405s-471.

K. “City” means the city of San Luis Obispo.

L. “Class I industrial user” means any industrial user that has materials and/or wastes on site that if discharged to the sewer may impact the POTW in a negative manner. These materials and wastes include, but are not limited to, any and all prohibited discharges described in Section [13.08.040](#).

MK. “Class II industrial user” means any industrial user that may discharge conventional pollutants to the POTW which may cause interference or pass-through. These wastes include but are not limited to laundry discharges, nonhazardous solids and oil and grease of animal or vegetable origin.

NL. “Control authority” means the city of San Luis Obispo.

OM. “Conventional pollutants” means pollutants which are usually found in domestic and/or commercial wastes such as suspended solids, biological oxygen demand, pathogenic organisms, and oil and grease of animal or vegetable origin.

PN. “Daily maximum” means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

QE. “Daily maximum limit” means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

R. “Density” shall be defined pursuant to City of San Luis Obispo Municipal Code Title 17 Zoning Regulations.

SP. “Director” means the utilities director of the city of San Luis Obispo or his or her duly authorized representative. Any notice required to be given to the director shall be delivered to the director at 879 Morro Street, San Luis Obispo, or as otherwise directed.

IQ. “Domestic wastewater” means water bearing only those wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal to, and treatment in, the POTW.

UR. “Environmental Protection Agency” or “EPA” means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, the regional administrator, or other duly authorized official of said agency.

VS. “Existing source” means any source of discharge that is not a “new source.”

W. “Fats, Oils, or Grease (FOG)” means any substance, such as vegetable or animal product, that is used in, or is a byproduct of, the cooking or food preparation process, and

that turns or may turn viscous or solidifies with a change in temperature or other conditions.

X. “FOG Discharge Control Program” means the Program adopted by the City setting forth, among other things, Best Management Practices for FSEs or Industrial Users and establishing appropriate standards and specifications for Grease Control Devices.

Y. “Food Waste Disposer” or food grinder or garbage grinder shall mean any device installed in the plumbing or sanitary sewer system for the purpose of grinding food waste or food preparation byproducts for the purpose of disposing into the sanitary sewer system. Food Waste Disposers are not allowed.

Z. “Food service establishment (FSE)” includes, but is not limited to, any facility preparing and/or serving food for commercial use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, coffee houses/shops, sandwich shops, mobile food facilities, catering kitchens, bakeries, grocery stores with food preparation, meat cutting and preparation, and other commercial food handling facilities not listed above where fats, oils, and grease may be introduced into the sanitary sewers.

AA. “Grab sample” means a sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen minutes.

BB. “Gravity Grease Interceptor (GGI)” means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum fats, oils, and greases (FOG) from a wastewater discharge and is identified by volume, 30-minute retention time, baffle(s), not less than two compartments, a total volume of not less than 300 gallons, and gravity separation. Approved GGIs shall be certified in accordance with IAPMO/ANSI Z1001.

CCU. “Grease” means all fat, grease, oil, wax or other trichlorotrifluoroethane-soluble matter of animal, vegetable, petroleum or mineral origin.

DD. “Grease Control Device (GCD)” means a device used to remove FOG from kitchen wastes discharged to the sanitary sewer such as a gravity grease interceptor (GGI), hydromechanical grease interceptor (HGI), or grease removal device (GRD).

EE. “Grease Removal Device (GRD)” means a hydromechanical grease interceptor that automatically, mechanically removes non-petroleum fats, oils, and greases (FOG) from

the interceptor, the control of which are either automatic or manually initiated. Approved GRDs shall be third-party tested and certified in accordance with ASME A112.14.4 or CSA B481.5.

FF. “Hydromechanical Grease Interceptor (HGI)” means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum fats, oil, and grease (FOG) from a wastewater discharge and is identified by flow rate, and separation and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, or barriers in combination or separately, and one of the following:

Type A: external flow control, with an air intake (vent), directly connected

Type B: external flow control, without an air intake (vent), directly connected

Type C: without external flow control, directly connected

Type D: without external flow control, indirectly connected

Approved HGIs shall be third party tested and certified in accordance with ASME A112.14.3, CSA B481, or PDI G101.

GGV. “Indirect discharge” or “discharge” means the introduction of pollutants into the POTW from any ~~non~~domestic-non-permitted source.

HHW. “Industrial user” or “user” means a source of indirect discharge.

IIX. “Industrial user’s survey” means a questionnaire (and related process) used by the city to identify and categorize industrial users and the characteristics of their wastewater discharge.

JJY. “Infectious waste” means any waste material or article which harbors or may reasonably be considered to harbor any type of microorganism, helminth or virus which causes or significantly contributes to increased morbidity or mortality in human beings.

KKZ. “Instantaneous limit” means the maximum concentration of a pollutant allowed to be discharged at any time, determined from analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

LL. “Intensified development” means the development of a property, site or area through development, redevelopment, infill or expansion or conversion of existing buildings resulting in any of the following conditions: development results in a higher residential density than currently exists; development results in an increase in habitable residential or non-residential building area of 450 square feet or greater than currently exists

(excluding garages, gazebos and sheds without plumbing fixtures); or development would increase the plumbing fixture count by ten percent or more.

MMAA. “Interference” means a discharge that, alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal which is a cause of or significantly contributes to either a violation of any requirement of the POTW’s NPDES permit (including an increase in the magnitude or duration of a violation) or to the prevention of sewage sludge use or disposal by the POTW in accordance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, and the Toxic Substances Control Act.

NN. “Kitchen remodel” means an FSE kitchen remodel that involves significant changes to the kitchen, as determined by the city, such as removal or addition of walls or changes to drain lines that involve invasive work to walls or floors, expanding or adding seating to the dining area, expanding or adding fixtures to the kitchen area, or other such changes that have the potential to increase customer volume.

OOBB. “Lateral” or “sewer lateral” means that part of the piping of a drainage system that extends from a public or private building, structure or facility and conveys wastewater to the point at which it enters the public sewer, private sewer, private sewer disposal system, or other point of disposal. This may extend beyond the boundaries of the property being served.

PPGG. “Local limit” means the specific discharge limits developed and enforced by the city upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in [40 CFR 403.5\(a\)\(1\)](#) and [\(b\)](#).

QQ. “Major operational change” means a physical change or operational change causing generation of an amount of FOG that exceeds the current amount of FOG discharged to the sewer system by an FSE or User in an amount that alone or collectively causes or creates a potential for SSOs to occur.

RR. “Manifest” means that receipt which is retained by the generator of wastes for disposing recyclable wastes or liquid wastes as required by the city.

SSDD. “Medical waste” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, or dialysis wastes.

~~EE.~~ “Monthly average” means the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

~~FF.~~ “Monthly average limit” means the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

TTGG. “Natural outlet” means any outlet into a watercourse, pond, lake or other body of surface water or ground water.

UU. “New food service establishment” means:

1. a new building which will contain a food service establishment (FSE); or
2. the installation of an FSE in an existing building which has not previously contained an FSE requiring a restaurant plan check from the city of San Luis Obispo.

VVHH. “New source” means:

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production of wastewater-generating processes of the building, structure, facility or installation is substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection ~~(TTHH)~~(1)(b) or (c) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this subsection has commenced if the owner or operator has:

a. Begun, or caused to begin, as part of a continuous on-site construction program;

i. Any placement, assembly, or installation of facilities or equipment; or

ii. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

~~WWW~~. *Noncontact Cooling Water*. Water used for cooling that does not come into direct contact with any raw material, immediate product, or finished product.

~~XXJJ~~. "Pass-through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

YYKK. “Person” means any individual, firm, company, association, society, corporation, group, governmental agency or educational institution.

ZZLL. “pH” means a measure of the acidity or alkalinity of a solution, expressed in standard units.

AAAMM. “Pollutant” means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, or certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

BBBNN. “Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

CCCQQ. “Pretreatment requirements” means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

PP. ~~“Pretreatment standards” or “standards” shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.~~

DDDQQ. “Prohibited discharge standards” or “prohibited discharges” means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section [13.08.040](#).

EEERR. “Publicly owned treatment works (POTW)” means the city-owned treatment works, as defined by Section 212 of the Act. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

FFF. “Sanitary sewer overflow (SSO)” means untreated or partially treated sewage overflows from a sanitary sewer collection system.

GGG. “Septic tank waste” means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, or septic tanks.

HHHTT. “Sewage” means human excrement and gray water (household showers, dishwashing operations, etc.).

IIUUU. “Significant industrial user (SIU)” means any industrial discharger subject to federal categorical pretreatment standards or any industrial discharger that:

1. Discharges ten thousand gallons per day or more of process wastewater;
2. Contributes five percent or more of the average dry weather hydraulic capacity of the treatment plant;
3. Discharges either continuously or intermittently to the POTW, process wastewaters containing priority pollutants as determined through analytical procedures or reasonable technical judgment; or
4. Has a reasonable potential, in the opinion of the director, to adversely affect the POTW’s operation or for violating any pretreatment standard or requirement.

JJJVV. “Significant noncompliance” means any one of the following:

1. Chronic violations of wastewater discharge limits, as defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by [40 CFR 403.8\(f\)\(2\)\(vii\)](#);
2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by [40 CFR 403.3\(1\)](#) multiplied by the applicable TRC (TRC equals 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
3. Any violation of a pretreatment effluent limit (daily maximum or longer term average) that the city determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);

4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority as stated in this chapter to halt or prevent such a discharge;
5. Failure to meet, within ninety days after schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
6. Failure to provide, within forty-five days after the due date, required reports such as baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
7. Failure to accurately report noncompliance;
8. Any other violation or group of violations which the city determines will adversely affect the operation or implementation of the local pretreatment program.

KKKWW. "Slug load" or "slug discharge" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section [13.08.040](#). A slug discharge is any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

LLLXX. "Stormdrain" means a sewer which is designed to carry storm and surface waters and drainage rather than sewage or industrial wastes.

MMMYY. "Stormwater" or "storm water" means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

NNNZZ. "Total suspended solids" (TSS) or "suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

OOOAAA. "Toxic" or "poisonous" means any solid, liquid or gas in such quantity that, alone or in combination with other waste substances, may create a hazard for humans, animals or the local environment, interfere with sewage treatment processes, cause a public nuisance, or cause any hazardous condition to occur in the sewerage system.

PPP. “Used cooking oil” means recyclable fats and oils originating from commercial or industrial food processing operations, including restaurants, that have been used for cooking or frying.

QQQBBB. “Wastewater” means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

RRRCCC. “Wastewater treatment plant (WWTP)” or “treatment plant” means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. (Ord. 1598 § 1 (part), 2014)

13.08.040 Prohibited discharges.

A. *General Prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

B. *Specific Prohibitions.* Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any sewers:

1. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (sixty-six degrees Celsius), or which will inhibit biological activity in the treatment plant, resulting in interference, but in no case higher than one hundred four degrees Fahrenheit (forty degrees Celsius) at introduction into the wastewater treatment plant.

2. Any waters or wastes containing non-petroleum-based fats, oils, or grease (FOG), and/or petroleum-based oil and grease such that the discharge results in a stoppage, plugging, breakage, significant obstruction to flow or any other damage to or increased maintenance of sewers or sewerage facilities. No person shall discharge oil and grease which results in pass-through and/or interference.

3. Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or

explosion or be injurious in any other way to the POTW and/or cause acute worker health and safety problems to its personnel or to the operation of the system.

4. Any waters or wastes that have a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (sixty degrees Celsius), using the test methods specified in [40 CFR 261.21](#). Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene or xylene.

5. Any solid or viscous substance, including but not limited to unground garbage, feathers, ashes, cinders, sand, polishing compounds, resin beads, metal, glass, straw, rags, spent grains or hops, wood, plastic, mud, shavings or manure which may cause obstruction to the flow in sewers or other interference with the proper operation of the POTW.

6. Any waters or wastes having pH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the POTW.

7. Any water added to a wastewater discharge for the sole purpose of dilution as a means to achieve compliance with any pretreatment standard or local discharge limit.

8. Any waters or wastes including oxygen demanding pollutants (BOD, etc.) at a flow rate and/or concentration which, either singly or by interaction with other pollutants, will cause interference or pass-through.

9. Any average daily flow greater than two percent of the WWTP average daily sewage flow.

10. Any petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through.

11. Any trucked or hauled pollutants, except at discharge points designated by the director.

12. Any waters or wastes containing any radioactive materials or wastes of such half-life or concentration that they do not comply with regulations issued by appropriate authorities (Sections 30285 and 30287 of the California Code of Regulations).

13. Any infectious wastes.

14. Any medical wastes, except as specifically authorized by the director in an individual wastewater discharge permit or a general permit.

15. Any waters or wastes containing color which is not removed in the ordinary WWTP treatment process.

16. Any noxious or malodorous liquids, gases, solids, or other wastewater which either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.

17. Any stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the director.

C. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

E. *Local Limits.*

1. The director is authorized to establish local limits pursuant to [40 CFR 403.5\(c\)](#).
2. The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following:

CONSTITUENT	UNIFORM LIMIT (mg/L) (daily average)	CONTRIBUTORY LIMIT A (mg/L) (daily average)	CONTRIBUTORY LIMIT B (mg/L) (daily average)
Ammonia	32	50	
Biochemical Oxygen Demand (BOD)	226	400	250

CONSTITUENT	UNIFORM LIMIT (mg/L) (daily average)	CONTRIBUTORY LIMIT A (mg/L) (daily average)	CONTRIBUTORY LIMIT B (mg/L) (daily average)
Chloride	1523		
Sodium	1200		
Total Dissolved Solids (TDS)	2215		
Total Suspended Solids (TSS)	2346		
Copper	0.14	0.20	
Zinc	0.17	1.00	0.50

3. Unless otherwise stated in individual discharge permit, the uniform limits shall apply to all dischargers. Application for contributory Limit A or B may be made to the director. The director’s decision shall be the city’s final decision.

4. The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The director may impose mass limitations in addition or alternative to the concentration based limitations above.

F. Limitations on wastewater strength in this chapter may be supplemented with more stringent limitations if:

1. The director determines that the limitations listed in this chapter may not be sufficient to protect the operation of the city’s treatment works; or

2. The director determines that the limitations listed in this chapter may not be sufficient to enable the city's treatment works to comply with water quality standards or effluent limitations specified in the city's NPDES permit.

G. When the director determines that a user is contributing any of the substances mentioned in subsection A of this section in such amounts as to interfere with the operation of the POTW, the director may:

1. Advise the user of the impact of the contribution on the POTW;
2. Develop effluent limitations for the user to correct;
3. Place limits on rate and time of discharge or requirements for flow regulations and equalization;
4. Require pretreatment of discharge prior to discharge to POTW; and/or
5. Take any other action necessary to eliminate the interference.

H. Where an industrial user utilizes all or a portion of their domestic water supply from a source other than city of San Luis Obispo potable water, the city may require additional laboratory testing of any potential constituents of concern which may be discharged to the POTW. This testing will be performed by a state of California certified-accredited laboratory, at a frequency and length of time determined by the city, at solely the industrial user's expense.

I. The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement local limits and the requirements of this chapter.

J. The contents of swimming pools and/or spas (including filter backwash from swimming pools and/or spas) shall only be discharged into the sanitary sewer in the manner specified herein.

1. The water is discharged by pumping and shall not exceed the capacity of the sewer lateral and/or public main.
2. Each swimming pool discharging to a sewer system shall be equipped with an indirect waste connection to preclude any possibility of a backflow of sewage into the swimming pool or piping system. (Ord. 1598 § 1 (part), 2014)

3. Draining, pools, reservoirs, or tanks with a capacity of 500,00 gallons or greater require an approved drainage schedule. This drainage schedule shall be submitted to and approved by the director or designee at least fourteen days prior to starting drainage, to reduce the likelihood of a sanitary sewer overflow or POTW upset.

13.08.050 Federal categorical pretreatment standards—Applicability.

Industrial Users must comply with the categorical pretreatment standards found at [40](#) CFR Chapter I, Subchapter N, Parts [405](#) through [471](#). (Ord. 1598 § 1 (part), 2014)

13.08.090 Fats, oils and grease discharge control program purpose and policyGrease, oil and sand interceptors.

A. Sanitary sewer overflows (SSOs) are a major concern to wastewater agencies throughout the State of California. The Statewide General Waste Discharge Requirements for Sanitary Sewer Systems requires the city to have a FOG Discharge Control Program. A frequent cause of SSOs is the blockage of sewer lines due to discharge of fats, oils, and grease (FOG) into the sanitary sewer systems from food preparation and clean-up operations. To prevent SSOs in its sanitary sewer system, the City of San Luis Obispo has developed and implemented a program, as set forth herein, to reduce the discharge of FOG from restaurants and other food service establishments (FSEs) to mitigate blockages in sewer lines. This program enables the City of San Luis Obispo to comply with requirements of the California State Water Resources Control Board.

B. This program helps to protect public health and safety through:

1. Reducing the potential for blockages of and sewage releases from the city's sewer systems due to accumulation of fats, oils, or grease;
2. Reducing the city's costs of operating the sewer system;
3. Promoting proper handling and disposal of fats, oils, and grease through educational and regulatory programs.

C. Upon adoption of the ordinance codified in this chapter, all food service establishments (FSEs) shall be subject to this chapter to the extent permitted by law. Any facility with a permanently plumbed connection to the city sewer system that has the potential to generate discharges of fats, oils, or grease (FOG) must comply with these ordinances.

D. Except as otherwise provided herein, the director shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the director may be delegated by the director to a duly authorized City of San Luis Obispo employee.

~~A. Grease, oil and sand interceptors shall be installed for the proper handling of liquid wastes containing grease, flammable wastes, sand or other harmful constituents; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director in accordance with the Uniform Plumbing Code, and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.~~

~~B. Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times. Those interceptors found to be inadequately sized or insufficiently removing fats, oils, and grease, for any reason, will be required to be repaired or replaced, at owner's expense. Failure to properly maintain interceptors in continuously efficient operation may be considered sufficient cause for disconnection of premises from the POTW or punitive actions as provided for in this chapter.~~

~~C. Where installed, all grease, oil, and sand interceptors must be serviced on a routine basis, determined by usage patterns, and have the wastes properly disposed of in accordance to all applicable rules and regulations.~~

~~D. Where installed, all grease, oil, and sand interceptors must have all related maintenance documented. All interceptor cleaning and service records for the previous three years must be kept on site and made immediately available during inspection. (Ord. 1598 § 1 (part), 2014)~~

13.08.091 Food service establishment requirements.

A. Permit required

All new FSEs and all existing FSEs shall have a current Class II industrial user permit issued by the director and at least one Grease Control Device (GCD).

B. Permit fees

Section 13.08.140 of the SLOMC specifies that the city shall have the authority to assess and collect fees from users of the sanitary sewer system to recover costs incurred by the city when regulating discharges into the system. The fees specified therein are applicable to all FSEs. For a current cost of the annual permit fee, refer to the current city fee schedule.

C. Re-inspection fee

If an inspection by city staff determines that a permittee is in violation of one or more requirements of this chapter, the permittee shall be charged a re-inspection fee to reimburse the city for the cost of a re-inspection to determine that the violation has been corrected. Additional fees may be assessed if an Administrative Citation is issued to the permittee, as discussed in the SLOMC Chapter 1.24.

D. Used cooking oil container

All FSEs shall have a container or drum for collecting waste kitchen grease and used cooking oil unless deemed unnecessary by the director. FOG removed from GCDs shall not be placed in this container, as it is more difficult to recycle. The container shall be used and maintained appropriately so as to prevent spills or leaking. The container shall be serviced (emptied or exchanged) and recycled by a waste hauler at an appropriate frequency as defined by Section 13.08.093 (Maintenance and Operation of Grease Control Devices). Receipts or other documentation of such service shall be retained at the FSE and presented to the city on request. The FSE shall maintain adequate employee training and/or signage to assure that the container is used and maintained in an appropriate manner, as discussed below in §§13.08.091(G) (Kitchen Best Management Practices.) Any oil on or around collection container or drum shall be cleaned up immediately. Failure to maintain this area may constitute a violation of SLOMC Section 13.08.096.

E. Storm water pollution

All FSEs shall operate in a manner which prevents any discharge of FOG or other wastes to the storm water drain system. Any outdoor spills or washing activities may constitute a violation of SLOMC Chapter 12.08.

F. Inspections

1. To the extent permitted by law, city representatives may enter upon a facility's premises to determine compliance with this chapter. The city shall attempt to perform inspections in a manner so as to minimize the impact on the operation of the food service establishment. However, the FSE shall provide the city, at all times that the FSE is open to the public and/or in operation, with access to the premises, specifically the GCDs, used cooking oil containers and maintenance records. If the GCD or used cooking oil container is inaccessible to city representatives due

to placement of vehicles, mats, utensils, etc., FSE staff shall immediately remove such obstacles upon city entry for inspection.

2. Inspections may occur during normal operating hours without warning to verify appropriate Grease Control Device maintenance and operation as well as during an emergency response or blockage investigation. Inspections will include all parts of the FSE that discharge or have the potential to discharge to the sanitary sewer system. City representatives will comply with all reasonable facility safety requirements as provided by the FSE operator at the time of entry.
3. Below is an outline of the city's routine inspection and enforcement procedures.
 - a) Inspect the GCD by assessing the amount of grease and solids as a percentage of the total volume.
 - b) Inspect the structural integrity of the GCD;
 - c) Assess whether the GCD maintenance frequency is sufficient as defined by Section 13.08.093 (Maintenance and Operation of Grease Control Devices);
 - d) Inspect that all floor drains have strainer baskets not to exceed 3/16-inches in hole diameter;
 - e) Ensure that all kitchen best management practices are being implemented as set fourth in §§13.08.091(G)to minimize FOG from entering the sewer; and
 - f) Inspect recycled oil storage and trash areas for cleanliness and compliance with applicable stormwater codes (SLOMC 12.08)

G. Kitchen best management practices.

The following Best Management Practices (BMPs) must be followed by all FSEs:

- a. Always dry wipe all pots, pans, and cooking equipment to remove leftover fat, oil, grease, and food waste prior to pre-rinsing or washing.
- b. Install and maintain screens in all floor and sink drains. The floor drain screens must be a basket style and have a hole diameter of 3/16-inches or smaller. Dome style strainers are prohibited. The sink drains must be a fine mesh style, where applicable, or a similar type approved by the director.
- c. Maintain Grease Control Device(s) (GCD) to comply with the following:

- i. In accordance with the manufacturer's instructions when the grease storage capacity of the GCD can be validated to exceed 25 percent of the total liquid volume by third-party performance testing; or
 - ii. If the grease storage capacity of the GCD cannot be validated by third-party performance testing, the total depth of the floating FOG layer, plus the settled sludge layer cannot exceed 25% or more of the total liquid depth of the GCD.
- d. Regularly maintain vent hood and filters and dispose of the waste to a drainage fixture connected to a GCD.
- e. Wash all floor mats, grills, and greasy kitchen equipment in a drainage fixture connected to a GCD. Never wash equipment outside.
- f. Place source-separated food and green waste in the organic material container pursuant to SLOMC 08.04.213.
- g. Display the F.O.G. poster for all employees to see, ideally in the kitchen or dishwashing area.
- h. Place "No Grease" stickers in dishwashing areas. Stickers are provided by the city at no charge and are available in English and Spanish.

H. Staff training requirements.

- 1. An annual training on kitchen BMPs as stated in Subsection 13.08.091(G) must be completed and documented for all staff. Records of this training must be kept on site for a minimum of three years and must be made available to city staff upon request during an inspection.
- 2. The training record must include the following:
 - a) What was covered during the training.
 - b) A list of names and signatures of all who attended the training.
- I. Any FSE undergoing a kitchen remodel, as defined in Section 13.08.020, shall be required to submit GCD plans to the city for review.
- J. Any FSE or other facilities identified under subsection 13.08.090(C) must notify the city within 30 days, and may be required to install a Grease Control Device, when any of the following changes occur or are planned:
 - 1. Facility or operational modifications;

- 2. Changes to the type of food service;
- 3. Change of operator of the facility; or
- 4. Installation of a new GCD or transfer of responsibility for a GCD.

13.08.092 Grease control device requirements.

A. GCDs must be sized according to both of the following steps:

1. Calculate Flow Rate

The minimum flow rate for a GCD may be calculated by either fixture volume or pipe diameter, as stated in the CPC, using either a one-minute or two-minute drainage period. Use a one-minute drainage period when the GCD will be installed within 20 feet of directly connected fixtures and/or has indirectly connected fixtures. When the interceptor will be installed beyond 20 feet of the connected fixtures, use a two-minute drainage period.

Note, per §§13.08.092(l) , each GCD shall receive the drainage from all plumbing fixtures, equipment, and drain lines located in the food preparation, food service, alcohol service, and clean-up areas of FSE's, including but not limited to multi-compartment sinks, utensil sinks, food preparation sinks, pre-rinse sinks, dishwashers, hand washing sinks, floor sinks, floor drains, trench drains, and mop sinks.

2. Calculate Grease Capacity

Once the minimum flow rate has been established in step one, calculate the minimum grease storage capacity for the GCD required for the desired cleaning frequency, noting that required cleaning cannot be more frequent than 90 days. Use the following formula to correctly calculate the grease capacity required.

$$\frac{\text{Grease factor from Table X}}{\text{Grease factor from Table X}} \times \frac{\text{Meals or customers per day}}{\text{Meals or customers per day}} \times \frac{\text{Days between cleaning}}{\text{Days between cleaning}} = \frac{\text{Grease capacity required (lbs)}}{\text{Grease capacity required (lbs)}}$$

To determine the appropriate grease factor, using the table on the following page, select the menu type (1 through 33), then the correct column (A through D) for whether there is a fryer, and whether the establishment uses disposable or washable plates, glasses, knives, forks, and spoons (flatware). The table was produced from guidance in the American Society of Plumbing Engineers (ASPE) Plumbing Engineering Design Handbook 4, Plumbing Components and Equipment, Chapter 8, Grease Interceptors.

Type	Menu	Grease Factor ->	without Fryer	without fryer	with fryer	with fryer
			w/o flatware	with flatware	w/o flatware	with flatware
			A	B	C	D
1	Bakery		0.0250	0.0325	0.0350	0.0455
2	Bar - Drinks Only		0.0050	0.0065	0.0250	0.0325
3	Bar and Grille		0.0250	0.0325	0.0350	0.0455
4	BBQ		0.0250	0.0325	0.0350	0.0455
5	Buffet		0.0250	0.0325	0.0350	0.0455
6	Cafeteria - Full Serve		0.0250	0.0325	0.0350	0.0455
7	Cafeteria - Heat & Serve		0.0050	0.0065	0.0250	0.0325
8	Chinese		0.0350	0.0455	0.0580	0.0750
9	Coffee Shop		0.0050	0.0065	0.0250	0.0325
10	Continental breakfast		0.0050	0.0065	0.0250	0.0325
11	Convenience Store		0.0050	0.0065	0.0250	0.0325
12	Deli		0.0050	0.0065	0.0250	0.0325
13	Donut Shop		0.0250	0.0325	0.0350	0.0455
14	Don't know yet		0.0250	0.0325	0.0350	0.0455
15	Family Restaurant		0.0250	0.0325	0.0350	0.0455
16	Fast Food - Pre-Cook		0.0050	0.0065	0.0250	0.0325
17	Fast Food - Full Prep		0.0250	0.0325	0.0350	0.0455
18	Fried Chicken		0.0250	0.0325	0.0350	0.0455
19	Greek		0.0250	0.0325	0.0350	0.0455
20	Grocery Store		0.0250	0.0325	0.0350	0.0455
21	Ice Cream/Yogurt/Smoothies		0.0050	0.0065	0.0250	0.0325
22	Indian		0.0250	0.0325	0.0350	0.0455
23	Italian		0.0250	0.0325	0.0350	0.0455
24	Mexican		0.0350	0.0455	0.0580	0.0750
25	Pizza Restaurant		0.0250	0.0325	0.0350	0.0455
26	Pizza Carryout		0.0050	0.0065	0.0250	0.0325
27	Multi-unit dwelling		0.0050	0.0065	0.0250	0.0325
28	Salads / Healthy Bowls		0.0050	0.0065	0.0250	0.0325
29	Sandwich Shop		0.0050	0.0065	0.0250	0.0325
30	Seafood		0.0250	0.0325	0.0350	0.0455
31	Snack Bar		0.0050	0.0065	0.0250	0.0325
32	Steak House		0.0250	0.0325	0.0350	0.0455
33	Sushi		0.0050	0.0065	0.0250	0.0325

B. The approved GCD will meet the minimum flow rate from step one and the minimum grease capacity from step two above. In order to meet the minimum grease capacity

O _____

in step two, a GCD with a higher flow rate may be required than is determined in step one.

C. Prior to installing or replacing a GCD as may be required by this chapter, FSEs must complete the city's GCD Sizing and Selection Worksheet with all required information and submit to the Community Development Department for review and approval. Incomplete worksheets submitted will not be accepted and could delay project approval.

D. All FSEs installing or replacing a GCD pursuant to this chapter must submit a building permit application and the following documents to the Community Development Department:

1. Map/drawing of all plumbing fixtures that will discharge to the proposed GCD.
2. Calculations for sizing of proposed GCD on the City's GCD Sizing and Selection Worksheet
3. Manufacturer's specification sheet of proposed GCD. (see below for prohibited materials and conditions of approval)

E. The following CGDs are prohibited unless otherwise approved by the director:

1. Gravity grease interceptors.
2. Grease removal devices built from concrete.
3. GCDs built from metal, including metal GCDs with Acid Resistant Enamel or Epoxy Coatings.

F. Any facility identified as needing to install or replace a GCD must do so in accordance with this chapter within 180 days of notification from the city, unless approved otherwise by the director.

Hydromechanical Grease Interceptors (HGIs) shall meet the following minimum requirements:

1. Be constructed of a corrosion resistant polymer
2. No injection ports for chemicals or bacteria.
3. Installed per manufacturer's specifications.

4. Appropriate flow restrictors, whether integral or external to the device, must be installed.
 5. Shall meet the specifications and be constructed in accordance with the applicable provisions of the California Plumbing Code.
 6. Shall be third party tested and rated for efficiency and capacity in accordance with ASME A112.14.3, CSA B481, or PDI G101.
- G. Each GCD shall be installed and connected at an exterior location such that it is at all times easily accessible for visual inspection, sampling, cleaning and removal of grease and other matter from all surfaces. The location of the GCD must be approved by the County, and shall not be located in a food or utensil handling area unless specifically approved by the County. The GCD must be installed prior to final city permit inspections.
- H. A GCD shall be situated outdoors on the FSE's premises, except when such a location would be impractical or cause undue hardship on the FSE. The city may issue an encroachment permit to allow the GCD to be installed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. If the GCD cannot be located outdoors pursuant to the terms of this provision, and the city does not issue an encroachment permit, then the FSE may install a GCD at an approved interior location that meets the requirements of applicable plumbing codes and this chapter at the discretion of the director.
- I. Each GCD shall receive the drainage from all plumbing fixtures, equipment, and drain lines located in the food preparation, food service, alcohol service, and clean-up areas of FSE's, including but not limited to multi-compartment sinks, utensil sinks, food preparation sinks, pre-rinse sinks, dishwashers, hand washing sinks, floor sinks, floor drains, trench drains, and mop sinks.
- J. All FSEs shall ensure that wastes collected by GCDs are disposed of at a facility permitted to receive such wastes. FOG wastes must not be allowed to discharge to any private or public portion of the sanitary or stormwater collection systems.
- K. The of use of additives, emulsifiers, enzymes, or biological agents to break down or digest FOG for discharge to the sewer system is prohibited, unless authorized by the utilities director.
- L. Food Waste Disposers are prohibited.
- M. Any waste material from routine cleaning of exhaust hoods, ducts, floor mats, and mop water shall be plumbed to the GCD prior to discharge to the sanitary sewer.

N. No drains from toilets, showers, or other domestic discharges shall be connected to the GCD.

13.08.093 Maintenance and operation of grease control devices.

A. GCDs shall be maintained in efficient operating condition by periodic removal of the accumulated grease. No accumulated grease shall be introduced into any drainage piping or public or private sewer. The total depth of FOG layer shall not exceed the maximum rated capacity as established by the manufacturer of the GCD. If this information is not available, then the FOG layer plus the settled sludge layer cannot exceed 25% or more of the total liquid depth of the GCD.

B. GCDs shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the GCD, or interference with the operation of the sanitary sewer system. The required minimum frequency for maintaining the GCDs shall be determined during a routine inspection. A re-inspection may be requested to re-evaluate the required cleaning frequency. In the absence of a frequency determined and set by the City, the following is the required minimum frequency of cleaning for each type of GCD, unless otherwise approved by the director:

1. HGIs shall be cleaned at least once every thirty days.

2. Non-conforming existing GGIs shall be cleaned at least once every ninety days.

C. If a GCD is properly sized and installed, yet requires cleaning and maintenance at a greater frequency than the frequency determined in accordance with this section, then the director can require a GCD with a higher flow rate and grease capacity to be installed.

D. GCDs shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, tees, and any other interior components. No water removed from the device during cleaning shall be returned to the GCD.

E. The director may grant an exception to the requirements of subsections 13.08.093(B)(1) and (2) where the director finds, based on evidence presented by the FSE, that a less frequent cleaning schedule will be sufficient to assure that the GCD will continue to operate efficiently and will not bypass FOG to the sanitary sewer system. The director may require more frequent cleaning if inspections indicate that cleaning at the current frequency is not adequate. Documentation provided by the

FSE shall be based on a minimum of one year of cleaning and shall be verified by city inspections.

Waste hauler requirements - All GCD cleaning shall be performed by waste haulers who are certified by the California Department of Food and Agriculture (DFA) as an "inedible kitchen grease commercial transporter." The pumper shall transport the pumped waste to an "authorized receiving facility," as defined by the DFA.

F. Persons cleaning a GCD shall ensure that all grease and sediment is removed and appropriately disposed. They shall also ensure that all baffles, flow control devices, and other equipment are properly installed subsequent to the cleaning. All wastes removed from the GCD during cleaning shall be placed in a dedicated container and be removed by a "inedible kitchen grease commercial transporter," as described above. The waste may not be placed in the used cooking oil container, unless the grease hauler provides written certification that this is acceptable, and the hauler complies with all DFA regulations for "inedible kitchen grease."

G. FSEs may not clean GCDs themselves, unless specific approval is granted by the director.

H. All FSEs shall implement best management practices (BMPs) in their operations to minimize the discharge of grease to the sanitary sewer system. See subsection 13.08.091(G).

I. Abandoned GCDs shall be pumped empty, thoroughly cleaned, and filled as required by the California Plumbing Code.

13.08.094 Maintenance reporting requirements for grease control devices.

A. Within one week of each cleaning, the FSE shall submit proof of cleaning by utilizing the City's online portal.

B. The following are required when reporting the cleaning of a GCD:

1. Date of cleaning
2. Name of waste hauler that performed the cleaning
3. Copy of invoice or manifest provided by the hauler

C. If the City's online portal is unavailable, one of the following alternative methods is acceptable:

1. Email; (environmentalprograms@slocity.org) or
2. Mail or hand delivery to:

City of San Luis Obispo
Attn: Environmental Programs
879 Morro Street
San Luis Obispo, CA 93401

3. Facility operators will bear the ultimate responsibility for providing maintenance records even if using a waste hauler to conduct maintenance of GCDs.

13.08.095 Fats, oils, and grease discharge control retrofit requirements.

A. Gravity Grease Interceptors (GGIs) have been demonstrated to pose numerous issues including, but not limited to: short-circuiting, production of hydrogen sulfide gas, production of sulfuric acid, and corrosion of the concrete interceptor. Hydromechanical grease interceptors (HGIs) are performance tested and rated by an independent third-party. As such, they are given a grease capacity rating that has been verified. All food service establishments, new construction, tenant improvement, or kitchen remodels, as defined in Section 13.08.020, established, approved, or completed after July 1, 2024 shall be required to install a HGI in accordance with this section.

B. Facilities may be required to plumb all fixtures to and/or install a new GCD per Section 13.08.092 in any of the following situations:

1. FSE has caused or contributed to a FOG-related blockage, build-up, or the need for increased maintenance of a city sewer; or

2. FSE has improperly installed or sized the GCD per Section 13.08.092;

3. Current sizing requires servicing more frequently than 30 days for HGIs or 90 days for GGIs; or

4. As determined by the director.

13.08.096 Fats, oils and grease control discharge program violations.

Violations of this chapter include, but are not limited to, the following and may be enforced administratively pursuant to SLOMC Chapter 1.24, civilly or criminally:

A. Failure to install required GCD;

B. Failure to maintain GCD in accordance with this Chapter;

C. Failure to notify the city of a change of ownership, operation or other use as required by subsection 13.08.091(J);

D. Failure to provide sampling access or entry to the facility for compliance inspections;

E. Use of emulsifiers, additives, enzymes and biological agents designed to breakdown/digest FOG for discharge to the sewer system;

F. Failure to submit maintenance-reporting documents as required by Section 13.08.094;

G. Failure to connect all FOG-producing fixtures to the required interceptor or FOG-removal equipment per city standards;

H. Failure to clean a grease interceptor at the frequency required under Section 13.08.093; or

I. Failure to dispose of FOG waste at an approved facility.

13.08.130 Measurements and tests.

A. All measurements, tests and analyses of the characteristics of water and wastes shall be determined by the testing procedures specified in [40](#) CFR Part [136](#). When required by the director, the industrial user shall provide safe and secure access to the proper sampling point for the determination of compliance with federal categorical standards and/or local discharge limits. This may require the installation of a control manhole as described in Section [13.08.120](#). All testing shall be performed by an accredited approved laboratory and conducted at the expense of the discharger.

B. When requested by the director, a user must submit information on the nature and characteristics of its wastewater within thirty days of the request. The director is authorized to prepare a form for this purpose and may periodically require users to update this information. (Ord. 1598 § 1 (part), 2014)

13.08.140 Powers and authority of inspectors.

A. *Inspection of Premises.* The director or other duly authorized employees or representatives of the city bearing proper credentials and identification shall be readily permitted to enter all properties for the purposes of inspection, observation, record examination and copying, measurement, sampling, and testing in accordance with the provisions of this chapter at all reasonable times. If the director, health officer, or other duly authorized employee or representative of the city or the health department has reasonable cause to believe that wastewater discharge conditions on or emanating from a facility are so hazardous, unsafe or dangerous as to require immediate inspection to

safeguard public health or safety or the integrity of the POTW, they shall have the right to immediately enter and inspect the property and may use any reasonable means required to effect such entry and make such inspection.

B. The director shall have the right to set up on the user's property, or require installation of, such devices as necessary to conduct sampling and/or metering of the user's operations. The director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be removed by the user at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the user. Unreasonable delays in allowing access to the user's premises shall be a violation of this chapter.

C. *Cost of Inspection.* Each discharger shall pay a reasonable inspection fee sufficient to cover the costs of the inspection and regulation of discharge. Such costs may be incorporated in the industrial user wastewater discharge permit fee.

D. *Rights of City Entry.* The director or other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the POTW. (Ord. 1598 § 1 (part), 2014)

13.08.150 Permit—Required—Term—Transfer—Revocation—Completion of an industrial user's survey required.

A. *Permit Application.*

1. Industrial users required to obtain a wastewater discharge permit shall complete and file an industrial wastewater discharge permit application with the city within thirty days of receiving a notice to apply. Proposed new IUs shall apply ninety days prior to actual connection to the municipal sewer.

2. In support of its application, the applicant must submit the information requested in the application form issued by the city.

3. The director will evaluate the data furnished by the IU and may require additional information. Incomplete or inaccurate applications will not be processed and will be returned to the IU for revision. After evaluation and acceptance of the information furnished, the director may issue an industrial wastewater discharge permit subject to the terms and conditions provided herein.

4. All industrial wastewater discharge permit applications, IU reports, and certification statements must be signed by an authorized representative of the IU and contain the certification statement set forth in Section [13.08.300](#).

5. If the designation of an authorized representative is no longer accurate because a different individual or position has assumed responsibility either for the overall operation of the facility or for the overall environmental matters of the company, a new written authorization satisfying the requirements of this section must be submitted to the director prior to, or together with, any reports to be signed by an authorized representative.

6. A denial of a permit application may be appealed pursuant to the procedures in Section [13.08.480](#).

B. *Permit Conditions.* Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other regulations, user charges and fees established by the city. The conditions of wastewater discharge permits shall be uniformly enforced by the director in accordance with this chapter, and applicable state and federal regulations. Permit requirements may include but not be limited to the following:

1. A statement that indicates the industrial wastewater discharge permit issuance date, expiration date, and effective date;
2. A statement that the industrial wastewater discharge permit is nontransferable;
3. Effluent limits, which may include numerical limits or best management practices based on applicable pretreatment standards;
4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants or best management practices to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;

5. Requirements to control slug discharges, if determined by the director to be necessary;
6. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
7. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
8. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
9. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
10. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
11. A statement that compliance with the industrial wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the industrial wastewater discharge permit;
12. Other conditions as deemed appropriate by the director to ensure compliance with this chapter and state and federal laws, rules, and regulations; and
13. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

C. *Permit Modification.*

1. The director may modify any industrial wastewater discharge permit for good cause, including but not limited to, the following reasons:
 - a. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

- b. To address significant alterations or additions to the IU's operation, processes, or wastewater volume or character since the time of the industrial wastewater discharge permit issuance;
- c. To add information indicating that the permitted discharge poses a threat to the city's POTW, personnel, or the receiving waters;
- d. In light of a violation of any terms or conditions of the industrial wastewater discharge permit;
- e. In light of misrepresentations or failure to fully disclose all relevant facts in the industrial wastewater discharge permit application or in any required reporting;
- f. To correct typographical or other errors in the industrial wastewater discharge permit.

2. An IU shall be informed of any proposed changes in its permit at least thirty calendar days prior to the effective date of the change.

D. *Duration of Permits.* Permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period of less than one year or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification and change by the director during the life of the permit as limitations or requirements as identified in this chapter are modified and changed. The user shall be informed of any proposed changes in his or her permit at least thirty days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

E. *Transfer of a Permit.* Wastewater discharge permits are issued to a specific user for a specific operation. An industrial wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation; provided, that if in the opinion of the director, the sale or transfer of an operation does not result in a change in use, the permit may be reassigned.

F. *Revocation of Permit.* Any user is subject to permit revocation upon ~~who~~ violates violation of any of the conditions of this chapter, or applicable state and federal regulations, or any of the following conditions, is subject to permit revocation any of the following conduct:

1. Failure to notify the director of significant changes to the IU's operations, systems, or wastewater prior to the changed discharge;
2. Misrepresentation or failure to fully disclose all relevant facts in the industrial wastewater discharge permit application;
3. Falsifying self-monitoring reports and certification statements;
4. Tampering with monitoring equipment;
5. Refusing to allow the director timely access to facility premises and records;
6. Failure to meet effluent limitations;
7. Failure to pay fines;
8. Failure to provide advance notice of the transfer of business ownership of a permitted facility;
9. Failure to meet compliance schedules; or
10. Violation of any pretreatment standard or requirement or of any terms of the industrial wastewater discharge permit or of this chapter.

G. Industrial wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All industrial wastewater discharge permits issued to an IU are void upon the issuance of a new industrial wastewater discharge permit to that IU. (Ord. 1598 § 1 (part), 2014)

13.08.160 Reporting requirements for permittees.

A. Any discharger of nondomestic wastewater may be required to submit to the director a report indicating the nature, concentration and daily flows of all limiting pollutants. The report shall also state whether the applicable pretreatment standards and requirements are being consistently met.

B. After meeting the requirements set forth in subsection [A](#) of this section, the user shall submit self-monitoring reports, as required by the director, to assess and assure continued compliance with pretreatment standards and requirements, including, but not

limited to, the reports required in [40 CFR 403.12](#). These reports shall contain the results of sampling and analysis of the discharge, done in accordance with the procedures approved by the POTW.

C. Reports, such as those identified in subsections A and B of this section but not limited to, shall be signed and certified by an authorized representative of the discharging facility.

D. All industrial users shall be required to retain for a minimum of three years any records and/or reports of monitoring activities or results and shall make such records/reports available for inspection and copying by the POTW. This period of retention shall be extended during the course of any ~~unresolved~~ pending litigation regarding the industrial user.

E. *Notification of the Discharge of Hazardous Waste.*

1. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under [40 CFR Part 261](#). Such notification must include the name of the hazardous waste as set forth in [40 CFR Part 261](#), the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notifications must take place no later than one hundred eighty days after the discharge commences. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self monitoring requirements of this article.

2. Dischargers are exempt from the requirements of subsection [A](#) of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in [40](#)

CFR [261.30\(d\)](#) and [261.33\(e\)](#). Discharge of more than fifteen kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in [40 CFR 261.30\(d\)](#) and [261.33\(e\)](#), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

3. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within ninety days of the effective date of such regulations.

4. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical by the director.

5. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this chapter, a permit issued thereunder, or any applicable federal or state law. (Ord. 1598 § 1 (part), 2014)

13.08.170 Baseline monitoring reports.

A. Within either one hundred eighty days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under [40 CFR 403.6\(a\)\(4\)](#), whichever is later, existing categorical industrial users currently discharging to, or scheduled to discharge to, the POTW shall submit to the director a report containing the information listed in subsection [C](#) of this section.

B. At least ninety days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report containing the information listed in subsection [C](#) of this section. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

C. IUs described above shall submit the information set forth below:

O _____

1. *Identifying Information.* The IU shall submit the name and address of the facility including the name of the operator and owners.
2. *Permits.* The IU shall submit a list of any environmental control permits held by or for the facility.
3. *Description of Operations.* The IU shall submit a brief description of the nature, average rate of production, and standard industrial classification of the operation(s) carried out by such IU. This description shall include a schematic process diagram that indicates points of discharge to the POTW from the regulated processes.
4. *Flow Measurement.* The IU shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - a. Regulated process streams; and
 - b. Other streams as necessary to allow use of the combined waste stream formula of [40 CFR 403.6\(e\)](#). The city may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.
5. *Measurement of Pollutants.*
 - a. The IU shall identify the pretreatment standards applicable to each regulated process; and
 - b. The IU shall submit the results of sampling and analysis identifying the nature and concentration of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration shall be reported. The sample shall be representative of daily operations.
 - c. A minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, twenty-four-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The city may waive flow-proportional composite sampling for any IU that demonstrates that flow-proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four grab samples

where the IU demonstrates that this will provide a representative sample of the effluent being discharged.

d. The IU shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this section.

e. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment facility exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the IU shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of [40 CFR 403.6\(e\)](#) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration has been calculated in accordance with [40 CFR 403.6\(e\)](#) this adjusted limit along with supporting data shall be submitted to the city.

f. Sampling and analysis shall be performed in accordance with the techniques prescribed in [40 CFR Part 136](#) and amendments thereto. Where [40 CFR Part 136](#) does not contain sampling or analytical techniques for the pollutant in question, or where the director determines that the [40 CFR Part 136](#) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the city or other parties, and approved by the director.

g. The city may allow the submission of a baseline report that utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

h. The baseline report shall indicate the time, date, and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

6. *Compliance Certification.* The IU shall submit a statement, reviewed by an authorized representative of the IU (as defined in Section [13.08.160](#) and certified to by a qualified professional) indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O

and M) and/or additional pretreatment is required for the IU to meet the pretreatment standards and requirements.

7. *Compliance Schedule.* If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the IU shall submit the shortest schedule by which the IU will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule shall meet the requirements set forth in Section [13.08.180](#).

8. All baseline monitoring reports must be certified in accordance with this section and be signed by an authorized representative ~~as defined in Section 13.08.160 of the discharging facility~~. (Ord. 1598 § 1 (part), 2014)

13.08.180 Compliance schedule.

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the IU to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation). No increment of the schedule shall exceed nine months;

B. No increment referred to above shall exceed nine months;

C. The IU shall submit a progress report to the director no later than fourteen days following each date in the schedule and the final date of compliance, including in such progress report, at a minimum, whether it complied with the increment of progress, the reason for any delay, and if appropriate, the steps taken by the IU to return to the established schedule. In no event shall more than nine months elapse between submissions of such progress reports to the Director. (Ord. 1598 § 1 (part), 2014); and

~~D. In no event shall more than nine months elapse between submissions of such progress reports to the director. (Ord. 1598 § 1 (part), 2014)~~

13.08.200 Periodic compliance reports.

A. All SIUs must, at a frequency determined by the director, submit no less than twice per year, in June and December or on other dates specified, reports indicating the nature and concentration of pollutants in the discharge that are limited by pretreatment standards, and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the SIU must submit documentation required by the director or the pretreatment standard necessary to determine the compliance status of the SIU. The director may modify the months during which the above reports are to be submitted.

B. All periodic compliance reports must be signed and certified by an authorized representative of the discharging facility. ~~in accordance with Section 13.08.160. (Ord. 1598 § 1 (part), 2014)~~

13.08.340 Computation of fee.

The sum of the fee described in Section 13.08.330 shall be the equivalent of the cost to similar properties then within the city which have paid for the facilities so to be used. (Ord. 1598 § 1 (part), 2014)

13.08.350 Exemption of outstanding bonds from fee determination.

The sum of the fee described in Section 13.08.330 shall not include any amounts from which bonds of the city are then outstanding and to which the property shall become subject upon annexation. (Ord. 1598 § 1 (part), 2014)

13.08.360 Main extensions to customers other than subdivisions—Terms and conditions.

A. Sewer mains may be extended by developers or other interested parties that would benefit by their extension, at their cost, providing—provided the improvements are designed to current city standards and policy and are approved by the director of public works and director of utilities.

B. The owner or developer who installs improvements which abut property other than that being developed, or in a greater size or capacity than that required for the development of the property under consideration, may be eligible for reimbursement as provided in Section 16.20.110. (Ord. 1598 § 1 (part), 2014)

13.08.390 Drainage below curb and below main sewer level.

A. *Drainage Piping Serving Fixtures.* Drainage piping serving fixtures, the flood level rims of which are located below the elevation of the curb or property line, at the point where the building sewer crosses under the curb or property line, and above the crown level of the main sewer, shall drain by gravity into the main sewer, and shall be protected from backflow of sewage by installing an approved type a backwater valve that is compliant with the CPC, and each such backwater valve shall be installed only in that branch or section of the drainage system which receives the discharge from fixtures located below the elevation of the curb or property line. If the drainage piping is lower than the next upstream manhole, the property owner must install a backwater valve. It is the property owner's responsibility to determine whether a backwater valve is required.

B. *Director Empowered to Stop Overflow.* The City is not liable for damage caused by or resulting from a property owner's failure to install and maintain a CPC-compliant backwater valve. If the property owner fails to install and maintain a backwater trap or backwater valve in good working condition, to be free of obstruction and function as designed, when required under this section, the director may order and require the plumbing fixture to be disconnected and removed and the outlet plugged or capped. In the event that the property owner fails to disconnect and plug or cap the sewer connection within ten days after written notice by the director, then the director shall arrange for such disconnection and capping, the cost of which may be collected by court action or may be declared to be a lien by action of the council after public hearing and notice of the property owner and shall be added to and collected as part of the tax roll.

C. *Alternate Right to Terminate Water Service.* Failure to comply with this section shall be considered an unauthorized action by the property owner. As an alternate to the procedure set forth in subsection B of this section, if the property owner fails to install and maintain a backwater trap-valve in good working condition when requested under this chapter, the director may order and require termination of water service to the parcel and all structures connected to the sewer outlet subject to overflow. The water service shall

not be reinstated until the maintenance or installation of the backwater trap or backwater valve has been approved by the director.

D. *Maintenance of House Sewer Connections.* Maintenance of house sewer connections shall comply with subSection [13.08.395\(B\)](#). (Ord. 1704 § 15, 2021; Ord. 1665 § 2, 2019; Ord. 1598 § 1 (part), 2014)

13.08.395 Private sewer laterals/systems.

A. *Purpose.* Inflow and infiltration (I/I) is a serious problem for the city in that during wet weather events, a significant amount of water is introduced into the city's wastewater collection system from breaches in the public and private sewer pipeline system. Studies have shown that private sewer laterals are a significant source of I/I for the city. The city has determined that it is in the interest of the public's health, safety, and welfare to address I/I contributed by private sewer laterals and, as such, it is a city priority to require the inspection of private sewer laterals.

B. *Ownership, Maintenance, and Repair.*

1. The entire lateral, from the building connection up to and including the "wye" connection or other tie-in to the city-owned sewer main, shall fall within the owner's responsibility for installation, maintenance, repair, and replacement.

2. Each property owner shall be responsible for maintenance and repair of their private sewer lateral in compliance with this section in a safe and sanitary condition, including:

a. Private sewer laterals shall be free of displaced joints, breaks, offsets, structural defects, damage, open joints, missing portions of pipe, root intrusion, cracks, leaks, sediment deposits, bellies in the pipe or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the private sewer lateral or the public sewer.

b. Private sewer laterals shall be equipped with cleanouts.

c. Private sewer laterals shall not be constructed, either in whole or in part, of "Orangeburg pipe."

d. As described in Section [13.08.030\(A\)](#), it is unlawful for any individual to connect the following to a private sewer lateral: storm drains, roof drains, yard drains, surface or subsurface drainage, groundwater, or other non-sewage pipes or drains.

3. If a property owner fails to maintain the abovementioned wastewater facilities in a safe and sanitary condition, the director may order and require termination of water service to the parcel and all structures connected to the sewer outlet subject to these conditions. The water service shall not be reinstated until the maintenance or installation of appropriate wastewater disposal facilities has been approved by the director.

4. Before granting any permit authorizing construction of a private sewer lateral or private sewer main serving multiple properties, the city shall require a private easement setting forth responsibilities for each parcel served (including responsibility for maintenance, inspection, and improvement of the shared sewer lateral).

C. Inspection of Existing Private Sewer Laterals.

1. Except as set forth in subsection [\(C\)\(2\)](#) of this section, after January 1, 2020, all private sewer laterals connected to the city's sewer system shall be inspected per subsection [E](#) of this section at the property owner's sole expense, when any of the following events occur:

a. Whenever the city has issued a notice of violation following a sanitary sewer overflow event from a property's private sewer lateral.

b. Upon submittal of a building permit for the addition of a bedroom, bathroom, or kitchen in a residential structure or the addition of nonresidential space or an additional plumbing fixture unit in nonresidential structures.

c. A change of the use of the structure from: (i) residential to nonresidential use; (ii) to a nonresidential use that will result in a higher flow than the previous nonresidential use; or (iii) to a nonresidential use where the structure served has been vacant or unoccupied for more than three years.

d. Increase in size of the domestic water meter serving the property or adding a new domestic water meter.

e. Whenever property located in the city and containing one or more structures which are served by a private sewer lateral or laterals is subdivided. The inspection shall occur prior to recordation of the final map.

f. Within thirty days of notification by the city that “smoke testing” or closed-circuit television (CCTV) sewer main inspection indicates the presence of inflow or infiltration from private property that impacts the operation of the public wastewater collection system.

g. Upon any change in ownership of real property within the city, which shall be implemented as follows:

i. “Change in ownership” shall have the meaning set forth in Revenue and Taxation Code Sections [60](#) and [61](#). A change in ownership shall not include those transactions as set forth in Revenue and Taxation Code Section [62](#).

ii. Before close of escrow for any change in ownership of real property within the city, the seller(s) of such property shall disclose to the buyer(s) the results of the private sewer lateral inspection as set forth in subsection [E](#) of this section.

h. For events identified in subsections [\(C\)\(1\)\(a\)](#) through [\(C\)\(1\)\(f\)](#) of this section, repair or replacement shall be made pursuant to subsection [G](#) of this section.

2. *Exceptions.* An inspection required pursuant to subsection [\(C\)\(1\)](#) of this section shall not be required in the following circumstances:

a. *New Construction or Prior Replacement of Lateral.* If the owner(s) (or the owner’s predecessor-in-interest) has originally installed or has replaced the private sewer lateral within the twenty years prior to the date the inspection would otherwise be required.

b. *Prior Inspection of a Lateral.* If the owner(s) (or the owner’s predecessor-in-interest) has completed an inspection of the sewer lateral in accordance with the inspection requirements of subsection [E](#) of this section within the past five years.

c. The private sewer lateral is located within a common interest development system that is not owned and operated by the city, which is regulated under

subsection [D](#) of this section and serves more than two separate units or properties within the common interest development.

The owner shall bear the burden of proving that the inspection requirements of subsection [\(C\)\(1\)](#) of this section do not apply. The owner shall provide proof of any prior replacement, inspection or repair of a private sewer lateral in the form of a validly issued permit or other documentation that ensures such prior replacement, repair or inspection of a private sewer lateral occurred pursuant to the exceptions above. The form and content of the document or proof must be deemed sufficient by the city's utilities director.

D. *Private Sewer Laterals within Common Interest Developments.*

1. For purposes of this section, the term "common interest development" shall include any community apartment project, condominium project, planned development, or stock cooperative.

2. Private sewer laterals located within a common interest development shall be inspected pursuant to the requirements of subsection [E](#) of this section as follows:

~~a. By January 1, 2030, and once every twenty years thereafter.~~

ba. Whenever the city has issued a notice of violation following a sanitary sewer overflow event from a common interest development's private sewer lateral.

eb. Increase in size of the water meter serving the common interest development.

3. *Exceptions.* An inspection required pursuant to subsection [\(D\)\(1\)](#) of this section shall not be required in the following circumstances:

a. *Prior Replacement of Lateral.* If the private sewer lateral serving the common interest development in its entirety was installed or replaced within the twenty years prior to the date the inspection would otherwise be required.

b. *Prior Inspection or Repair of a Lateral.* If the private sewer lateral serving the common interest development in its entirety was inspected in accordance with the inspection requirements of subsection [E](#) of this section within the five years prior to the date the inspection would otherwise be required.

E. *Inspection of Shared Private Sewer Laterals.* Each property owner served by a shared private sewer lateral shall be responsible for compliance with subsection [B](#) of this section and shall be subject to the inspection requirements identified in subsection [C](#) of this section. For purposes of this subsection E, a “shared private sewer lateral” shall mean laterals serving more than one property that are not part of a common interest development.

F. *Inspection Requirements.*

1. Property owners must submit documentation of the sewer lateral inspection to the city prior to the close of escrow. Testing may be accomplished by either a water ex-filtration test, an air test, or closed-circuit video recording observation. Installation of cleanouts and removal of existing P-traps may be necessary to accomplish the video inspection. If a closed-circuit video recording observation is selected as the method of inspection, then the video shall meet the following requirements:

- a. Shall be in digital format.
- b. Shall be in color (black and white or otherwise unclear video will not be accepted).
- c. Shall show the address of the lateral.
- d. Shall show the date the video was taken.
- e. Shall inspect the entire lateral from the house connection to the city-owned sewer main.
- f. Shall have a running foot or time marker clearly visible on the screen.
- g. Where joints are present, shall briefly stop the camera at each to clearly indicate their integrity.
- h. Shall have the telephone number for the point of contact for the company providing the inspection.
- i. A map shall be provided with the video inspection to clearly show the lateral location including the cleanout or access point at the house connection used to insert the camera into the lateral and the wye connection to the city-owned sewer main.

2. The lateral inspection and lateral inspection report shall be prepared and signed by a contractor, plumber, or a person experienced in lateral inspections who shall declare that the report is true and correct. At a minimum, the inspection report shall include the information in Exhibit A:

EXHIBIT A: PRIVATE SEWER LATERAL INSPECTION REPORT	
Property Address (or Addresses): _____ _____	
Inspection Date: _____	Inspection Method: _____ _____
Company Name/Point of Contact: _____ _____	
Phone Number/Email Address: _____ _____	
Lateral Length (in feet): _____	Lateral Material: _____ _____
Installation date (if known): _____	Lateral Age: _____ _____
Describe deficiencies (if any): _____ _____	

EXHIBIT A: PRIVATE SEWER LATERAL INSPECTION REPORT	
Plumber/Contractor Signature: _____	
License # of Plumber/Contractor: _____	
Property Owner Signature: <u> (Digital ID or wet) </u> _____	
Property Owner interest in participating in city Wastewater Flow Offset Program: *	YES NO
<i>* If Property Owner indicates "Yes", city would include address on <u>an</u> eligibility list for Wastewater Flow Offset Mitigation requirement.</i>	

3. A contractor, plumber, or a person experienced in lateral inspections who prepares a false lateral inspection report shall be subject to punishment under Article [XII](#) of this chapter in addition to any other legal remedies or punishment provided by law.

4. *Verification.* The city reserves the right to verify the sewer lateral inspection results prior to being accepted.

G. *Sewer Lateral Repair or Replacement Requirements.* Upon receipt of the private sewer lateral inspection report pursuant to this chapter, ~~within seven business days~~, the city shall review the private sewer lateral inspection and lateral inspection report to verify the plumber/contractor findings and provide the owner with a determination on whether the lateral meets the criteria described in subsection [B](#) of this section. If the private sewer lateral is not in compliance with subsection [B](#) of this section, then it shall be repaired or replaced to conform to such standards within 180 days. If an inspection of a noncompliant lateral was conditioned due to a sanitary sewer overflow or from findings of infiltration and intrusion, or a lateral with defects having not met the required pipe material requirements, it must be completely replaced rather than repaired. No person shall repair or replace a sewer lateral without first obtaining a permit from the city.

H. *Punishment for Violation of this Chapter.* ~~Failure to comply with the requirements of this article shall be punishable pursuant to the remedies identified in Article XII of this chapter. No building permits or other discretionary approvals shall be issued for a property with a private sewer lateral that is determined to be not in compliance with subsection B of this section until the private sewer lateral is brought into compliance with city standards. Violations of this article shall be punishable pursuant to the remedies identified in Article XII of this chapter. It is considered a violation for any property owner to have a sewer lateral system that does not comply with subsection B, unless the repair or replacement of such system is being pursued in good faith. The city may withhold building permits or other discretionary approvals for a property with a private sewer lateral that is determined to be not in compliance with subsection B of this section until the private sewer lateral is brought into compliance with city standards. Final building approval will be conditioned upon repair or replacement of any noncompliant lateral systems to the satisfaction of the director.~~

I. *Rebate Programs.* The city may establish by resolution one or more programs to assist owners with the replacement of private sewer laterals.

J. *Fees.* The city council may from time to time establish, by resolution, fees for issuing permits, reviewing inspection reports and other activities of the city performed pursuant to this chapter. (Ord. 1704 §§ 16—18, 2021; Ord. 1665 § 3 (part), 2019)

13.08.396 Wastewater flow offset.

A. *Purpose.* The city experiences surcharging in the wastewater collection system and sanitary sewer overflows during wet weather events due to inflow and infiltration. The purpose of these regulations is to establish a methodology whereby new or intensified development in capacity constrained areas as established by the city council could offset new wastewater flow to mitigate capacity constraints in the existing wastewater collection system to accommodate the project's additional demand. Without a reduction in inflow and infiltration in these areas, the city will not be able to serve new or intensified development until a significant number of private sewer laterals are replaced or public sewer mains are upsized. Wastewater flow offset through private lateral replacement provides a benefit to the wastewater collection system and the community by reducing public and environmental health concerns by reducing potential SSOs.

B. *Application.* The provisions of this article shall apply to new or intensified development in capacity constrained areas of the wastewater collection system as established by the city council.

C. *Calculating the Wastewater Flow Offset.* An applicant shall calculate a development’s wastewater flow offset (Exhibit B) using the domestic sewage generation factors and peaking factor identified in the uniform design criteria, found in the city’s adopted engineering standards.

D. *Wastewater Flow Offset through Private Lateral Replacement.* The city determined that replacement of a private sewer lateral serving an existing single-family residence (one equivalent dwelling unit) would create a wastewater flow offset of three hundred ninety gallons per day. This is equal to the wastewater generation rate of ~~one~~ single-family residence (one hundred fifty ~~gpd~~ gallons per day), at a peaking factor of 2.6.

EXHIBIT B: Wastewater Flow Offset Calculation Worksheet	
Residential Development:	
Studio Units:	_____
Multi-Family Units:	_____
Single-Family Units:	_____
Residential Wastewater Flow:	
Studio Units:	_____
Multi-Family Units:	_____
Single-Family Units:	_____

EXHIBIT B: Wastewater Flow Offset Calculation Worksheet	
RESIDENTIAL FLOW TOTAL (gallons per day): _____	
Non-Residential Development:	
Commercial Square Footage:	_____
Industrial Square Footage:	_____
Manufacturing Square Footage:	_____
Business Park Square Footage:	_____
Hotel/Motel Rooms:	_____
Non-Residential Wastewater Flow:	
Commercial:	_____
Industrial:	_____
Manufacturing:	_____
Business Park:	_____
Hotel/Motel:	_____

EXHIBIT B: Wastewater Flow Offset Calculation Worksheet	
NON-RESIDENTIAL FLOW TOTAL	
(gallons per day):	
(Proposed Residential Flow + Proposed Non-Residential Flow) x Peaking Factor =	
Total Wastewater Flow Offset	
TOTAL WASTEWATER FLOW OFFSET	
(gallons per day):	
<p>* Replacement of a private sewer lateral serving an existing single-family residence (one equivalent dwelling unit) would offset 390 gallons per day of additional wastewater flow).</p>	

E. Wastewater flow offset must occur off-site, within the same capacity constrained wastewater flow basin as the proposed new or intensified development. Developers required to complete an offset must complete a Wastewater Flow Offset Program Application to obtain a building permit for the offset. Underlying building permits for the project triggering the offset may be withheld until completion of the wastewater offset.

F. Construction of off-site public sewer main improvements, including replacement or rehabilitation of sewer manholes, providing the equivalent or greater reduction in inflow and infiltration within the same capacity constrained wastewater flow basin may be allowed as an alternative to wastewater flow offsets (replacement of private sewer laterals) at the discretion of the utilities director. (Ord. 1704 § 19, 2021; Ord. 1665 § 3 (part), 2019)

G. Single family residences applying for an ADU building permit may be allowed to submit for an offset in a different capacity constrained basin, provided there is an equivalent or greater reduction in inflow and infiltration, at the discretion of the utilities director.

H. Sewer capacity offsets within the same parcel boundary (on-site) may be considered as an offset credit for a residential intensification project, at the discretion of the utilities director.

13.08.400 Determination—User classification.

A. A schedule of charges and fees shall be adopted by the city by resolution and may be amended from time to time which will enable the city to comply with the revenue requirements of the State Clean Water Grant Program. Charges and fees shall be determined in a manner consistent with regulations of the grant program.

B. All users shall be classified ~~by assigning each one to a user classification (significant industrial user, Class I user or Class II user) category~~ as either a significant industrial user, Class I user, or a Class II user, according to the principal activity conducted on the user's premises and appropriate nonindustrial classifications as determined by the city. The purpose of such classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics to provide an effective means of source control, and to establish a system of user charges and industrial user wastewater discharge permit fees which will ensure an equitable recovery of the city's cost for operation of the pretreatment program.

C. The charges for each wastewater constituent and characteristic shall be established by the city and set forth in the city's schedule of charges and fees, which may include, but shall not be limited to:

1. User classification charges.
2. Fees for monitoring and inspections.
3. Charges and fees based on wastewater constituents and characteristics to include industrial cost recovery provisions of the Federal Act (i.e., PL 92-500).
4. In case a residence or place of business becomes vacant, the minimum sewer charge shall be collected until the city is requested to shut off the water.
5. All charges for such sewage service shall be paid at the same time as water charges are paid to the city and shall be billed upon the same water bill sent to the user; and both amounts must be paid or the city may, in addition to other remedies, shut off the water service.
6. Any person failing to pay the sewer service charge when due, and if the water service has been disconnected, shall pay the water restoration-reconnection charge provided for in Section [13.04.060](#).

D. When user classification charges are established, they shall be based upon a minimum basic charge for each premises, computed on the basis of wastewater from a domestic premises. (Ord. 1598 § 1 (part), 2014)

13.08.460 Unlawful discharges.

A. Notification of Discharge.

1. Users shall notify the director immediately upon discharging wastes in violation of this chapter to enable countermeasures to be taken by the city to minimize damage to the community sewer, treatment facility, treatment process, treatment personnel and the receiving waters.

2. This notification shall be followed within fifteen days of the date of occurrence, by a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrence.

3. Such notification will not relieve users of liability for any expense, loss or damage to the sewer system, treatment plant, or treatment process, or other public or private property, or for any fines imposed on the city by any public entity on account thereof.

B. Notices to Employees. In order that employees of users be informed of city requirements, users shall make available to their employees copies of this chapter, together with such other wastewater information and notices which may be furnished by the city from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on-at the user's bulletin board premises advising employees whom to call-contact in case of an accidental discharge in violation of this chapter.

C. Preventive Measures. Any direct or indirect connection or entry point for persistent or deleterious wastes to the user's plumbing or drainage system should be eliminated. Where such action is impractical or unreasonable, the user shall appropriately label such entry points to warn against discharge of such wastes in violation of this chapter. (Ord. 1598 § 1 (part), 2014)

13.08.480 Appeals.

A. Within five days of issuance of a notice to correct/notice of violation of this chapter, a person receiving such notice(s) and citation may request in writing that the director review a contested notice to correct and/or notice of violation. Director review will proceed under the terms of Section 1.24.090. There is no separate right to appeal from the director's review or determination on a notice of correction or violation, but any assertions of error or challenges to the director's review or determination may be raised as part of any appeal from an administrative citation pursuant to Section 1.24.100.

BA. Any user, permit applicant, or permit holder affected by any decision, action or determination, ~~including cease and desist orders,~~ made by the director in issuing an administrative citation, interpreting or implementing the provisions of this chapter or in any permit issued herein, may file with the city clerk a written appeal within ten days of such decision, action or determination, setting forth in detail the facts supporting the appeal, in accordance with Section 1.24.100. The appeal shall include a statement whether the appellant elects either to proceed with a hearing officer (if no writ will be sought) or to the administrative review board (if the appellant intends to challenge city action by writ), pursuant to Section 1.24.100(B)(2). The request for appeal shall be deemed filed on the date received by the city clerk. If no appeal is filed within ten days of the effective date of the administrative citation, the administrative citation shall be deemed final.

BC. The written appeal shall be heard by the council within thirty days from the date of filing. The council shall make a final ruling on the appeal within ten days of the close of the meeting. Pending final determination on the appeal by the council, the decision appealed from shall remain in full force and effect. (Ord. 1598 § 1 (part), 2014) The appeal will be heard either by a hearing officer or the administrative review board, by appellant's election, by the procedure set forth in Sections 1.24.110-1.24.130.

D. The notice of the decision by either the hearing officer or administrative review board or construction board of appeals is final and is not subject to appeal to the City Council. The appellant may seek judicial review pursuant to Section 1.24.140.

13.08.510 Assessment of cost.

Any person who discharges or causes to be discharged any water or wastewater in violation of this chapter and such discharge, either singly or by interaction with other discharges, results in damage to or is otherwise detrimental to or adversely affects the POTW, city property, city storm drain system or waters of the state shall be liable to the city for expenses necessary to correct that damage, detriment or adverse effect. The expenses may include, but are not limited to, costs for labor, material, inspection and overhead. Any expenses resulting from the investigation of unlawful discharges shall be collected from the responsible party. In addition, any monetary penalties imposed against the city shall also be costs for which the violator is liable to the city. (Ord. 1598 § 1 (part), 2014)

13.08.550 Prohibited discharge standards.

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in subSsection [13.08.040\(A\)](#) or the specific prohibitions in subSSections [13.08.040\(B\)](#) through (J) if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements. (Ord. 1598 § 1 (part), 2014)

SECTION 9. Chapter 13.24 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

Chapter 13.24 - RECYCLED WATER SERVICE**13.24.020 Use and distribution of recycled water.**

- A. The use and distribution of recycled water shall be in accordance with the city's Procedures for Recycled Water Use and all applicable federal, state and local laws, permits and regulations, including Titles 17 and 22 of the California Code of Regulations, as may be amended from time to time. (Ord. 1526 § 1, 2009)
- B. Recycled water use for construction purposes shall follow the current Construction Water Permit Program, as may be amended from time to time. Failure to comply with program requirements will result in administrative action.
- C. Each recycled water site shall have one designated Site Supervisor unless approved by the utilities Director. Site supervisors are required to undergo certification per the City's Recycled Water Procedures for Use.
- D. A parcel owner utilizing recycled water must maintain adequate site signage and utilize appropriate materials designating recycled water use (purple pipe). Appropriate signage and material use may be determined by the Utilities Director or Recycled Water Specialist.
- E. A parcel not receiving recycled water shall not utilize piping, drip tubing, or other materials commonly associated with recycled water (purple pipe). Sites utilizing potable water and materials designed for use with recycled water may be required to replace the material at the property owner's expense.
- F. Noncompliance with Recycled Water Use and Procedures or any requirements may result in administrative action and temporary suspension of water service.
- G. Before receiving recycled water, a parcel owner must enter into and adhere to a Recycled water user agreement with the Utilities Department.

SECTION 10. Section 15.02.050 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

15.02.050 Plumbing standards.

The city of San Luis Obispo hereby adopts the 2022 California Plumbing Code as Part 5 of the San Luis Obispo Building Construction and Fire Prevention Code, 2023. Except as

otherwise provided herein, or as later amended in Section [15.04.050](#), or affected by San Luis Obispo's Public Services Code Section 13.08, Part 5 of the San Luis Obispo Building Construction and Fire Prevention Code, 2023, shall be as published in the California Plumbing Code, 2022 Edition, and as copyrighted in 2021 by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission, California Code of Regulations, Title [24](#), Part 5, including all of its tables, indices, addenda, footnotes, and the following appendices:

- A. Appendix A—Recommended Rules for Sizing the Water Supply System.
- B. Appendix B—Explanatory Notes on Combination Waste and Vent Systems.
- C. Appendix C—Alternate Plumbing Systems.
- D. Appendix D—Sizing Storm Water Drainage Systems.
- E. Appendix E—Manufactured/Mobile Home Parks and Recreational Vehicle Parks.
- F. Appendix G—Sizing of Venting Systems.
- G. Appendix H—Private Sewage Disposal Systems.
- H. Appendix I—Installation Standards.
- I. Appendix J—Combination of Indoor and Outdoor Combustion and Ventilation Opening Design.
- J. Appendix K—Potable Rainwater Catchment Systems.
- K. Appendix M—Peak Water Demand Calculator.
- L. Appendix N—Impact of Water Temperature on The Potential for Scalding and Legionella Growth.

Said California Plumbing Code is hereby referred to and by such reference is incorporated herein as if fully set forth. (Ord. 1723 § 5, 2022)

SECTION 11. A summary of this ordinance, together with the names of Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The New Times, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on the ____ day of ____, 2024, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the ____ day of ____, 2024, on the following vote:

AYES:
NOES:
ABSENT:

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk



Council Agenda Correspondence

DATE: April 2, 2024

TO: Mayor and Council

FROM: Timothea Tway, Director of Community Development
Prepared By: Rachel Cohen, Senior Planner, Community Development

VIA: Derek Johnson, City Manager

SUBJECT: ITEM 6L – AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR THE MARGARITA AREA SPECIFIC PLAN AMENDMENT

ITEM 7B – INITIATION OF GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO CHANGE BUSINESS PARK ZONING TO SERVICE COMMERCIAL ZONING AND ALLOW MIXED-USE DEVELOPMENT AT 365 PRADO ROAD LOCATED WITHIN THE MAGARITA AREA SPECIFIC PLAN

Staff received the following questions regarding the proposed initiation of amendments to the General Plan and the Margarita Area Specific Plan for a mixed-use development located at 365 Prado. The questions are below with staff's response shown in italics:

1) If Council authorizes Item #6l (MASP Update), what will be the impact on Item #7b (365 Prado)?

Item 6l would authorize staff to move forward with updating the Margarita Area Specific Plan (MASP) as planned in the City's Housing and Homelessness Major City Goal (MCG) in the 2023-25 work plan. The update to the MASP would evaluate increasing density on existing residentially zoned land and consider rezoning the Business Park zone to Service Commercial in order to allow mixed-use development. This update would also include consideration of rezoning 365 Prado from Business Park to Service Commercial, as it is part of the MASP. This is the same zoning that is being requested by the applicant for 365 Prado in its currently proposed application. As currently envisioned, the MASP update would rezone the 365 Prado site to the same zone as being requested by the developer, however, it is possible that through the MASP update process it is determined that the rezoning from Business Park to Service Commercial is not the best path forward for the MASP, which could impact the property at 365 Prado. Ultimately, the MASP and the land use and development plan for the 365 Prado property must be consistent with one another.

2) In the staff report for Item #7b (365 Prado), it states: “*The applicant, through this initiation, is requesting to move forward on the rezoning of 365 Prado Road independent of the City’s update of the MASP.*” Later in the report, it also states: “*It should be noted that if both efforts move forward, they will include support from consultants to assist staff with processing of the projects, however, concurrent processing will take time and resources away from each other.*”

- a. Since the two items are complimentary, can you further explain the time/resources statements above?

The two items address similar issues (rezoning land to allow housing) in the same geographic area but would be two separate projects running parallel with each other. The MASP Update will look at the entire Area Plan and conduct analysis based on all the land uses, improvements, resource needs, and fiscal impacts to the City, etc. related to a land use change of this magnitude. The 365 Prado project will focus on one parcel’s land use and the needed improvements, resource needs, etc. for that one parcel. Each project will require a consultant to manage the project, independent environmental review, and City staff to oversee the project. It will take time and resources for staff to ensure that throughout the processing of the two projects the two work products are complementary and are not inconsistent with one another. As currently envisioned, the goal of both projects would be to rezone the MASP and 365 Prado to allow additional housing capacity in this area by rezoning land from Business Park to Service Commercial. There is a risk that at some point, the two projects may not be consistent with one another. For example, it is possible that after completing some background work it is determined that there is a different rezoning strategy that is more appropriate for the MASP as a whole. This could require changes to the 365 Prado project. Working on the two projects at one time is possible, however, there is increased coordination needed to move both forward at the same time, and, at the end, the two projects cannot be inconsistent with one another.

- b. What is the proposed completion date for the consultant to complete the scope of work defined in Item #6l (MASP Update)?

Staff estimates that the MASP Update (described in Item #6l) would be completed early 2026.

- c. If Council initiates work on Item #7b (365 Prado Project) alone, or in addition to Item #6l (MASP Update), what would the timeframe be on next steps for 365 Prado?

If Council directs staff to move forward on item #7b (365 Prado project) alone, then staff would not move forward on a work item in the City’s work

plan that was identified to support the City's MCG for Housing and Homelessness. This would mean that the City would not complete this work plan item at this time.

If Council directs staff to move forward on both item #7b (365 Prado project) and item #6l (MASP Update), then staff would move forward working on both of these items concurrently. Assuming both projects move forward with no anticipated or unexpected changes, staff anticipates that both projects would have roughly the same completion time of early 2026. Should there be changes to the scope of either project, this could impact the timeline to ensure consistency between the two projects. Should Council decide to initiate 365 Prado, the next steps would be for the applicant to submit an application with a detailed project description and plans. Once received, the City would bring on a consultant to work with staff to review the submittal for completeness and once complete, move forward on environmental review and processing the General Plan and Specific Plan Amendments, Rezoning, Major Development Review, and Subdivision Review for the proposed project.

- 3) On page 586 of the packet, the Covelop proposal uses the term "Type V construction." Can you please explain what this means?**

Type V construction is building code terminology for wood-framed construction.

- 4) Please explain the following underlined section below a little more (from packet page 572, second paragraph). How is it determined whether a 5% or 10% figure is used for the deed-restricted units?**

However, the proposal does state that the project will include a density bonus. If the project requests a 20% density bonus, for example, it would be required to provide 5% of the base density as very low-income deed restricted units. Based on the project proposing 224 dwelling units, 212 units would be market rate and 12 units would be very low-income. If the 224-dwelling unit project provides 10% of the base density as low-income units to receive a 20% density bonus, 25 would be low-income deed restricted units and the remaining 199 units would be market rate.

State Density Bonus Law allows the applicant / developer to choose what level of Below Market Rate (BMR) income category they would like to build for their deed-restricted units. An applicant / developer can choose to build units for very low, low or moderate household incomes. Based on the total percentage of BMR units to market rate units, the project then receives additional density through a percentage density bonus. For example, dedicating 10% of a project to low-income units would provide an applicant / developer with a 20% density bonus (this is on top of the base density allowed for the site). The paragraph above provides real numbers of the total number to BMR units that the 365 Prado project would be required to

produce through a density bonus. Ultimately, however, the number of affordable units and affordability level is determined by the developer as part of their application. At this time, the development team has not indicated exactly what they would be proposing.

- 5) What is the policy justification for the applicant's getting preferential treatment, i.e. being processed earlier than the MASP update and proposing a new land use not contemplated by our MCG work plan for Housing and Homelessness?**

The applicant, per MC Section 17.130.020, has the ability to request a change to the General Plan, but it is up to the Council to determine if the amendment is consistent with overall policy direction in the General Plan and if staff should move forward with processing the requested change.

- 6) Is there precedent for this kind of "spot zoning" just before the update of a specific plan?**

Staff has clarified with the City Attorney's office that the proposed request is not considered spot zoning. However, the 365 Prado Project is proposing new zoning that is not currently found in the MASP. The MASP Update includes review of all the parcels that are currently zoned Business Park and consideration of changing them to Service Commercial. Staff cannot recall a similar instance when a project on a parcel in a portion of a Specific Plan area was proposed at the same time as a Specific Plan update.

- 7) How would timing work in the following scenarios?**

- a. **If processing the 365 Prado Project went forward at the same time as the MASP Update, how long would the 365 Prado Project be delayed?**
- b. **If processing the 365 Prado Project went forward at the same time as the MASP Update, how long would the MASP Update be delayed?**
- c. **If processing the 365 Prado Project went forward after the MASP Update, how long would the 365 Prado Project be delayed?**
- d. **If processing the 365 Prado Project went forward before the MASP update, how long would the MASP Update be delayed?**

It is difficult to address each of these scenarios because it is currently unknown when the components of each of the projects (365 Prado and the MASP Update) will be complete. . As stated above, the 365 Prado Project and the MASP Update are two separate and different projects, however, they will ultimately need to be consistent with one another. If the MASP Update is completed before the 365 Prado Project moves forward, there would be no need for a General Plan Amendment, Specific Plan Amendment, and rezoning for the 365 Prado Project, and the project would only require Major Development, Subdivision, and Environmental reviews.

8) Questions regarding costs:

- a. How much would “General Plan and Specific Plan Amendments, Rezoning, Major Development review, subdivision review and environmental review” cost? Who would pay—the developer or the City?

For the 365 Prado application, amendments to the General Plan and Specific Plan, Rezoning, Major Development review, subdivision review and environmental review would require City fees of \$94,343.74¹ plus environmental review of 30% + Contract Cost. The applicant / developer would be required to pay these fees.

- b. How would the costs of this development be impacted (decreased or increased) if it were included in the MASP update and processed after the update?

If the 365 Prado Project is processed after the MASP Update, staff would complete work on the Major Development Review and Subdivision. As with all development projects, a consultant would complete the Environmental Review with staff oversight. The project, if processed after the MASP update, would not require General Plan and Specific Plan Amendments or Rezoning and therefore the applicant would not be charged for those entitlements (savings of \$41,955.82).

- c. What if any impact fees would be required?

Not enough information has been provided at this time to determine what all the impacts fees may be, however, impact fees will be required from the development regardless of whether it is processed concurrently with, or after the MASP. It should be noted that if the 365 Prado Project moves forward before the MASP Update and the MASP Update determines new impact fees are needed for higher density development to address needed infrastructure or services, the 365 Prado Project would not be assessed this new fee because it moved forward before the MASP Update was adopted. It is possible that a development agreement could address potential impact fee updates that would apply to the 365 Prado Project, however, the applicant has not applied for a development agreement at this time.

¹ GP Map (includes rezoning) = \$21,421.60
 Specific Plan Amendment = \$20,534.22
 Subdivision 21+ lots (deposit \$20,000) = \$31,811.07
 Environmental Review = 30% + Contract Cost
 Major Development Projects = \$20,576.85

9) Could the City require “all electric” units?

Currently, the City cannot require all electric housing units absent a Development Agreement.

10) What is staff's “preliminary analysis of the proposed amendment's consistency with the General Plan, the City's Major City Goals and the ALUP?”

Based on a preliminary analysis by staff, the proposed 365 Prado Project appears to be consistent with the General Plan, the City's Major City Goals, and the Airport Land Use Plan (ALUP). Detailed discussion is provided on Agenda Report pages 571 – 573. Additional analysis and consideration would be included as part of a full project analysis if the 365 Prado Project is to move forward.

11) What further details regarding affordable housing in this conceptual plan are needed to comport with RHNA requirements for affordable housing?

The applicant of the 365 Prado Project has indicated that they would like to utilize a density bonus for this project. By doing so, they would have to provide a certain number of BMR units as required by the state (see response to question 4 above). The 365 Prado property was not included in the 6th Cycle Housing Element Inventory and was not anticipated to support the City's current RHNA. At this time, there is not enough information from the developer to determine the percentage or total number of affordable units/market rate units that will be included in the project.

12) Could the 65 for-rent units be designated affordable and managed by HASLO or People's self-help?

The applicant would only be required to provide the number of affordable units required as a part of the density bonus. However, City Council could provide direction to the applicant and staff regarding the number of affordable housing units they would like to see in the project.

13) Are there bike paths proposed?

Not enough information has been provided at this time regarding proposed bike paths. The project will be required to be consistent with the City's Circulation Element.

14) Will there be charging stations for the multifamily complex?

Not enough information has been provided at this time regarding parking. The project will be required to comply with the City's parking requirements including Electric Vehicle (EV) Parking for Multi-Unit Residential with 5 or more units (see Municipal Code [Section 17.72.040](#)).



Department: Community Development
Cost Center: 4008
For Agenda of: 4/2/2024
Placement: Business
Estimated Time: 45 minutes

FROM: Timmi Tway, Community Development Director
Prepared By: Rachel Cohen, Senior Planner

SUBJECT: INITIATION OF GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO CHANGE BUSINESS PARK ZONING TO SERVICE COMMERCIAL ZONING AND ALLOW MIXED-USE DEVELOPMENT AT 365 PRADO ROAD LOCATED WITHIN THE MARGARITA AREA SPECIFIC PLAN

RECOMMENDATION

Provide direction to staff on whether to proceed with processing the General Plan and Specific Plan amendments to change Business Park (BP) zoning to Service Commercial (C-S) zoning and allow mixed-use development at 365 Prado Road.

POLICY CONTEXT

Why is this coming to City Council?

Amendments to the General Plan require orderly processing consistent with the overall goals of the City's planning program and requirements of California state law. A General Plan Amendment is any change to General Plan maps or text. State law provides that each mandatory General Plan element (Land Use Element, Housing Element, etc.) may be amended no more than four times per year. Municipal Code Section [17.130.020](#) specifies that the Council may initiate General Plan amendments at any time by directing staff to prepare the necessary analysis and scheduling the proposed amendment for consideration at a hearing. On November 15, 2023, the City received an application from the applicant, Covelop, for a project at 365 Prado Road that requires General Plan and Specific Plan amendments. Staff is seeking City Council direction to proceed with this application.

DISCUSSION

Background

The Margarita Area Specific Plan (MASP) was adopted in 2004 to support the General Plan's goal for a compact urban form and to provide permanent open space and a mix of housing with supporting services and infrastructure. The MASP was envisioned on properties in the vicinity of the San Luis Obispo County Regional Airport, and any

proposed development was subject to the 2002 Airport Land Use Plan (ALUP). The ALUP identified safety subareas that limited residential and non-residential density based on potential aviation hazards. Certain portions of the MASP were within these safety subareas that prohibited or significantly limited residential and non-residential development and required a close look at land use and density considerations to assure that new development would be compatible with the 2002 ALUP.

In 2021 the County of San Luis Obispo amended the 2002 ALUP. The size and shape of the safety subareas around the airport changed and now several areas of the MASP are either available for residential development (where not allowed before) or available for higher density residential development (see Attachments A and B).

2023-25 Financial Plan Margarita Area Specific Plan Update

As part of the City’s 2023-25 Financial Plan (Housing & Homelessness MCG Task 3.1.b), Council identified the task to initiate amendments and an update to the entire MASP that would increase density on existing residentially zoned land and consider allowing mixed-use development on commercially zoned land, where appropriate and consistent with the updated ALUP. Staff has moved forward with this MCG task and a Request for Proposals (RFP) has been included as a consent item as a part of this April 2, 2024 Council Agenda. The RFP would allow the City to bring on a consultant to assist with the initiation and completion of the proposed amendments to the MASP. As proposed, a consultant would be selected in June 2024 to begin work on the update. The applicant, through this initiation, is requesting to move forward on the rezoning of 365 Prado Road independent of the City’s update of the MASP.

SOBC		Description	Type	2023-24	2024-25
5	Margarita Area Specific Plan Update*	MCG Task 3.1.b - Initiate an update to the Margarita Area Specific Plan to include more housing options of all types (affordable, multi-family, mixed-use) on undeveloped land, and work with property owners on a plan for the completion of the Prado Road extension to Broad Street.	One-time	\$100,000	\$200,000

Project Description

The applicant, Covelop, has submitted a request to amend the MASP and the General Plan Land Use Map to change 365 Prado Road from Business Park (BP) zoning to Service Commercial (C-S) zoning and allow mixed-use development (see Attachment C, Project Proposal) independent of the City’s MASP Update described above. Along with the amendments, the applicant is proposing a mixed-use, common interest subdivision development that would include 224 residential units, approximately 30,000-60,000 square feet of commercial space, and a 1.2-acre Homeowners Association (HOA) managed and maintained park. The proposed residential units would be a mix of attached and detached units with one-bedroom, two-bedroom and three-bedroom configurations ranging in size from 630 square feet up to 2,002 square feet with an average dwelling unit

has planned for work on the MASP Update to begin in June 2024 and anticipates that the two projects would be reviewed and processed with similar timeframes. It should be noted that if both efforts move forward they will include support from consultants to assist staff with processing of the projects, however, concurrent processing will take time and resources away from each other.

Reginal Housing Needs Allocation (RHNA)

The City has been allotted 3,354 residential units that it must be able to accommodate within the City limits as part of the 2020 Housing Element. The City has made significant progress toward meeting its RHNA mandate, meeting 54% of the total RHNA halfway through the 2020-2028 6th Cycle Housing Element period. However, while the City has issued permits for Above Moderate dwelling units in excess of its requirement for this income category (Above Moderate RHNA target is 1,406 and 2,143 have been completed), more progress is needed in the BMR income categories (RHNA target 1,948; completed 407). The proposed project at 365 Prado is conceptual in nature and does not provide sufficient details on all aspects of the project, including affordable housing. However, the proposal does state that the project will include a density bonus. If the project requests a 20% density bonus, for example, it would be required to provide 5% of the base density as *very low-income* deed restricted units. Based on the project proposing 224 dwelling units, 212 units would be market rate and 12 units would be very low-income. If the 224-dwelling unit project provides 10% of the base density as *low-income units* to receive a 20% density bonus, 25 would be low-income deed restricted units and the remaining 199 units would be market rate.

General Plan Goals, Policies and Programs

Housing Element Policy 5.3 states “Encourage the development of a variety of ‘missing middle’ housing types and Housing Element Program 5.4 states “Evaluate and implement ‘missing middle’ housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options in the City within three years of adopting the Housing Element.” The different unit types within the project would be designed and constructed in clusters rather than in homogenous pods as is typical of product-segmented neighborhoods. The various unit types would be connected and organized through a central walkway in the “Mews” portion of the project. Overall, the proposed project would include 159 for-sale single family attached and detached units and 65 for-rent apartments.

Land Use Element Policy 8.1.3 states in part that “The City shall consider this area [MASP] as potentially appropriate to accommodate additional housing. Revisions to the Margarita Area Specific Plan will be required if residential development in excess of that accommodated in the plan is proposed.” The proposed project would amend the MASP to introduce a new land use (Service Commercial) to the Plan to allow a mixed-use development on property that currently does not allow such development.

Airport Land Use Plan (ALUP)

Most of 365 Prado Road parcel is not located within any safety zones of the 2021 ALUP. However, one portion, the southwestern corner of property, is located within Safety Zone 3 and shown with a red line in Attachment C, page 5, Figure 1. The project is proposing

park space and commercial development in this area of the property and appears to be consistent with the lower density development requirements for Safety Zone 3.

Impacts on Adjacent Areas and Shared Resources

Impacts of the proposed amendment and associated development on adjacent parcels and resources would be analyzed in detail as part of the project if Council provides direction to staff to proceed with processing the project. However, as noted above, analysis of the proposed General Plan and Specific Plan amendment would be focused on 365 Prado and would not include a comprehensive review of the entire MASP, as included in Council’s MCG work plan for Housing & Homelessness.

Next Steps

Staff is requesting that Council provide direction to staff and the applicant regarding next steps based on the following menu of actions:

1. Direct staff to initiate and move forward with the proposed amendments to the MASP and associated development plan for 365 Prado as described in the applicant’s project proposal (Attachment C).
2. Direct staff to move forward with the proposed amendments and associated development plan but with direction to staff and the applicant on Council’s desired revisions to the development plan.
3. Direct staff to not move forward with the proposed project. 365 Prado, along with the other Business Park zoned parcels along Prado Road, will be considered for additional housing options as part of the City’s MASP update.

Public Engagement

This item is on the Council Agenda for April 2, 2024, and staff has provided all required notifications. The public may have an opportunity to comment on this item at or before the meeting.

CONCURRENCE

This staff report was reviewed and approved by the Community Development Department, Finance Department, City Attorney and City Administration.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378. If the project moves forward, the project would be subject to the appropriate environmental review as required per the California Environmental Quality Act (CEQA) for the proposed amendments.

FISCAL IMPACT

Budgeted: No
 Funding Identified: No

Budget Year: 2023-25

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$0	\$0	\$0	\$0
State				
Federal				
Fees				
Other:				
Total	\$0	\$0	\$0	\$0

There will be no net fiscal impact related to initiating the proposed project. If directed to proceed, the applicant will be required to fund the review and processing of the proposed amendments and associated analysis (including a fiscal analysis of the proposed project and if there are any impacts to the City).

ALTERNATIVES

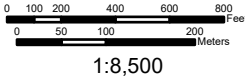
1. ***Direct staff to initiate and move forward with the proposed amendments to the MASP and associated development plan for 365 Prado.***
2. ***Direct staff to move forward with the proposed amendments and associated development plan but with direction to staff and the applicant on Council desired revisions to the development plan.***
3. ***Direct staff to not move forward with the proposed project.***

ATTACHMENTS

- A - MASP zoning map with 2021 ALUP safety zones
- B - MASP zoning map with old 2002 ALUP safety zones
- C - Project Proposal – 365 Prado Residential Mixed-Use Project, General Plan and MASP Amendment Initiation Request

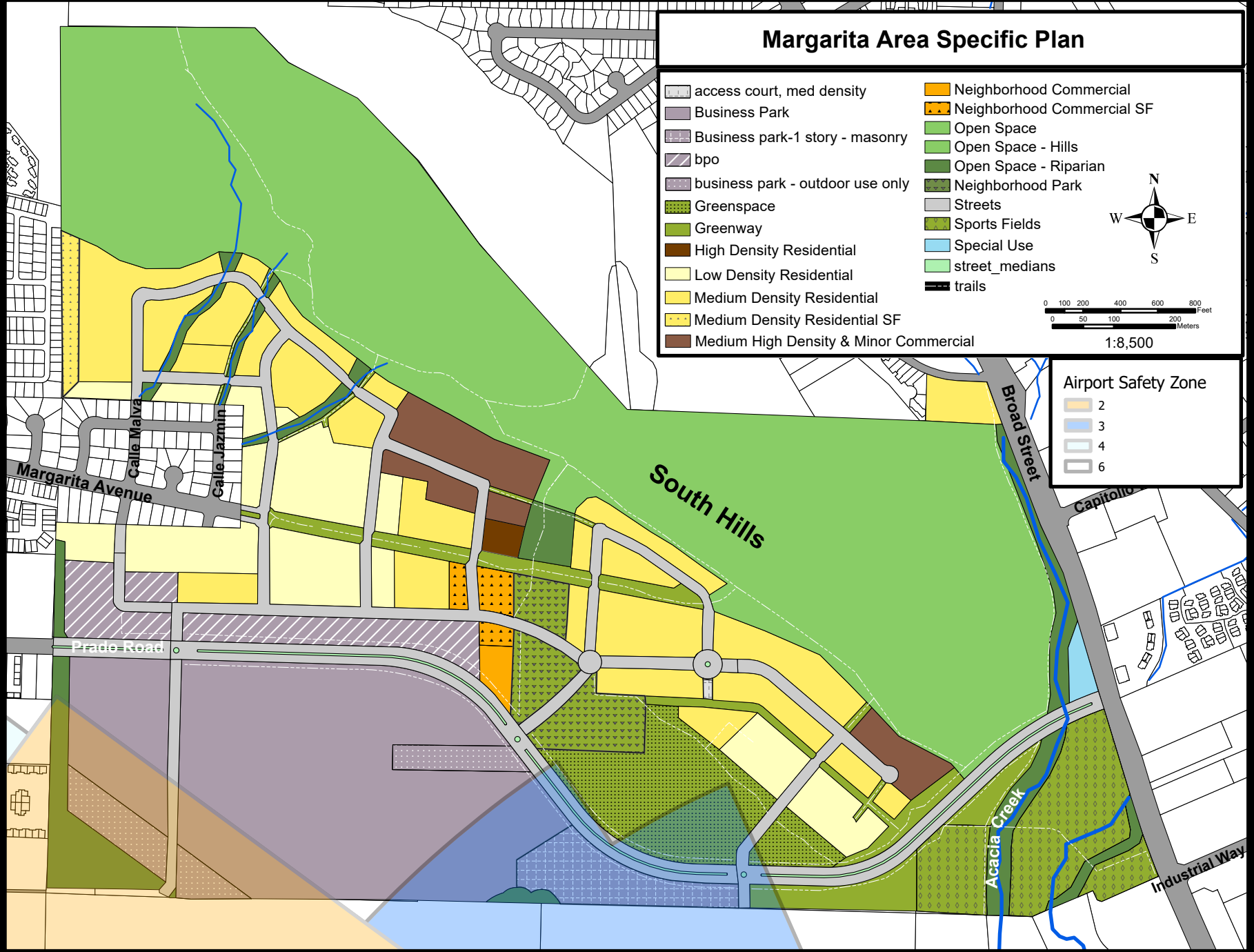
Margarita Area Specific Plan

- | | |
|--|----------------------------|
| access court, med density | Neighborhood Commercial |
| Business Park | Neighborhood Commercial SF |
| Business park-1 story - masonry | Open Space |
| bpo | Open Space - Hills |
| business park - outdoor use only | Open Space - Riparian |
| Greenspace | Neighborhood Park |
| Greenway | Streets |
| High Density Residential | Sports Fields |
| Low Density Residential | Special Use |
| Medium Density Residential | street_medians |
| Medium Density Residential SF | trails |
| Medium High Density & Minor Commercial | |



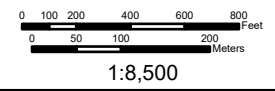
Airport Safety Zone

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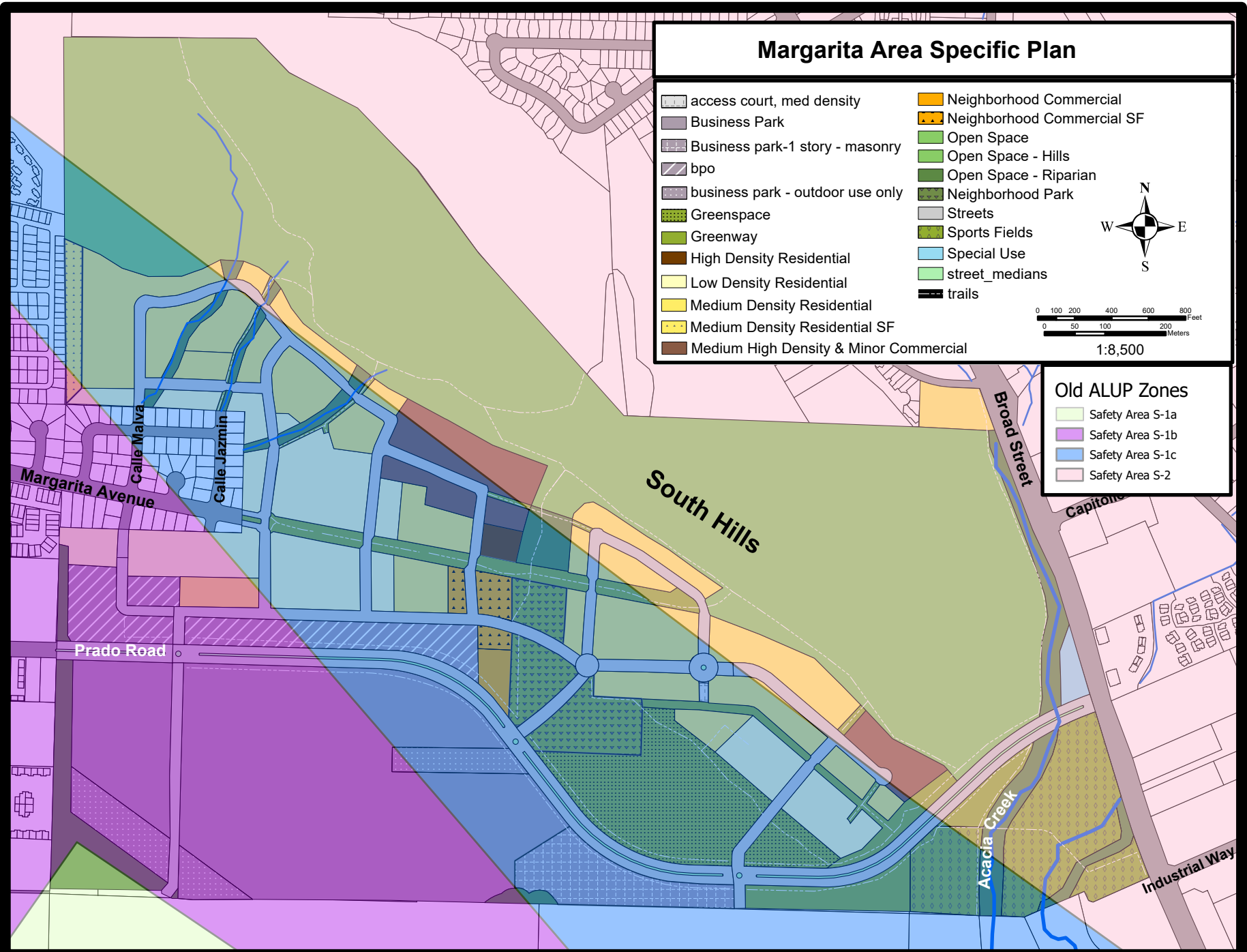
Margarita Area Specific Plan

	access court, med density		Neighborhood Commercial
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	High Density Residential		Special Use
	Low Density Residential		street_medians
	Medium Density Residential		trails
	Medium Density Residential SF		
	Medium High Density & Minor Commercial		



Old ALUP Zones

	Safety Area S-1a
	Safety Area S-1b
	Safety Area S-1c
	Safety Area S-2

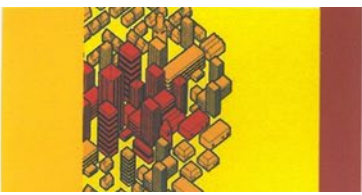


365 Prado
Residential Mixed-Use Project
General Plan and MASP Amendment
Initiation Request



365 Prado Development Team

Project Developer	Covelop San Luis Obispo, California
Planning and Management	Peck Planning and Development, LLC Morro Bay, California
Architecture	Opticos Architects Berkeley, California
Civil Engineering	Above Grade San Luis Obispo, California
Noise and Acoustics	dB45 San Luis Obispo, California
Survey	Above Grade San Luis Obispo, California
Legal/Land Use/CEQA	Monchamp Meldrum LLP Sacramento, California



December 22, 2023

Rachel Cohen, Senior Planner
City of San Luis Obispo
Community Development Department
919 Palm Street
San Luis Obispo, CA 93401-3218

Dear Rachel:

Thank you for your assistance in moving the 365 Prado Project forward. On behalf of Covelop, attached is the requested information to initiate the General Plan Amendment and the MASP Specific Plan amendments to facilitate the project. The project has benefitted from staff comments, and from the input from the neighborhood. With regard to the justification for the initiation, the attached narrative and graphics provide the necessary analysis and support. In summary and relative to the requirements of City Municipal Code Section 17.130.020:

Proposed Amendment. The project would involve the change in the current BP zoning to CS to accommodate the residential and commercial components. The CS zone would apply in ALUP Zones 2 and 6, with the latter airport compatibility zone permitting residential development. Residential development is not permitted in ALUP Zone 2 and none is proposed by this project. The project would include a 1.2-acre developer constructed and HOA maintained park to address the un-met need for a neighborhood park for the project, Serra Meadows and Toscana neighborhoods. Required General Plan, Zoning and MASP changes are detailed in the attached starting at Page 13.

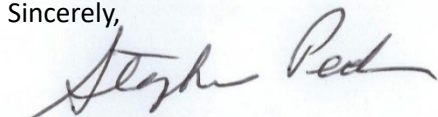
Better Reflection of Community Desires. Housing is still a high priority for the community and the project provides housing types that are not currently being provided. The project includes “Missing Middle” housing, in a greenfield development context, and directly implements Housing Element Policy 5.3 and Program 5.4 of which direct the City to “Encourage the development of a variety of “missing middle” housing types” and to “Evaluate and implement “missing middle” housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options in the City within three years of adopting the Housing Element”. The project land uses are preferred by the neighborhood, based on two community meetings on the proposal. The preference for deleting or significantly reducing the existing office/RD designation was confirmed at these meetings, with 23 of 24 attendees expressing a preference for the proposed project over existing zoning. Fiscal sustainability is a Major Community Goal, and the analysis in the attached narrative determined that the project would generate \$12.7 million in City impact fees, compared to \$7.1 million in impact fees with the current zoning, and without any new obligations associated with those impact fees. The project would generate \$157.1 million in assessed value compared to \$100 million under existing zoning, and would generate \$298,900 in annual revenue to the City, compared to \$174,500 under the existing zoning (if it ever fully builds out). The project would generate \$1.6 million in additional parks impact fees.

Re-Evaluation of Community Needs. Housing is still a Major City Goal and an economic and social need. There is no demonstrable need for the kind of development that could occur with the current zoning based on buildout projections in the 2014 Land Use and Circulation Element (LUCE) update. According to Table 2 in the attached narrative there is a demand for approximately 700,000 square feet of office/RD space in the community over the next ten years. According to Table 2.4-3 of the LUCE Draft EIR, there is capacity for 450,800 square feet of office space on potential development sites, 1,386,200 square feet of office space in previously approved specific plans, and an additional 25,900 square feet of space of previously approved projects, for a total of 1,872,900 square feet of office/RD space to meet the approximate 700,000 square feet of demand over the next ten years. The current zoning on the property was driven by the land use restrictions in the 2005 Airport Land Use Plan, which has since been amended to allow residential uses on the property. Land Use Element Policy 8.1.3 provides that “The City shall consider this area [MASP] as potentially appropriate to accommodate additional housing. Revisions to the Margarita Area Specific Plan will be required if residential development in excess of that accommodated in the plan is proposed.” The proposed amendment implements LUCE Policy 8.1.3.

Effect on Adjacent Areas. The project complements the residential development to the north by providing needed park facilities. The project site also shares storm drainage resources with adjacent properties and those will not be affected by the proposal. The project design has also been developed in consideration of planned or existing land uses.

Reinforce Existing Policies. The project directly implements a number of General Plan policies. First, it directly implements Housing Element Policy 5.3 and Program 5.4 of which direct the City to “Encourage the development of a variety of “missing middle” housing types” and to “Evaluate and implement “missing middle” housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options in the City within three years of adopting the Housing Element”. Second, it directly addresses a park facility services gap identified in Figure 4-2 of the Parks and Recreation Element, and implements Parks and Recreation Policies 1.3 and 1.7 relating to addressing such gaps. Third, the project addresses the Fiscal Sustainability Major City Goal by generating additional fiscal resources without generating new fiscal obligations. In total, the project would generate \$298,900 in annual revenue to the City, compared to \$174,500 under the existing zoning if it ever fully builds out. Fourth, the project would immediately create \$3.7 million in water impact fees, \$3.5 million in wastewater impact fees, \$3.4 million in traffic fees, \$1.6 million in park fees, and \$407,000 in Public Safety Impact fees, without the need for significant infrastructure improvements. Overall, the project will generate \$12.7 million in City impact fees, compared to \$7.1 million in impact fees with the current zoning (if or when such development ever occurs). Fifth, the project would provide additional housing in an area adequately served by city utilities, without reducing commercial building area below City needs. Finally, since the project is providing predominantly housing rather than jobs, it will serve to better balance jobs and housing in the community and likely result in a long term reduction in VMT in the county.

Sincerely,

A handwritten signature in black ink that reads "Stephen Peck". The signature is written in a cursive, flowing style.

Stephen J. Peck, AICP

**Application to Initiate Amendments:
General Plan Map
& Margarita Area Specific Plan Map and Text
365 Prado Road**

APPLICANT: Covelop, Inc.
REPRESENTATIVE: Stephen Peck, AICP
ADDRESS: 365 Prado Road
EXISTING LAND USE/ZONING: MASP Business Park
PROPOSED LAND USE/ZONING: MASP CS; CS Mixed Use ; MASP Text Changes

Summary

A project is proposed at 365 Prado Road that will provide for a mix of residential and commercial uses that address City Council priorities for the development of work-force and “missing middle” housing in the community.



“Missing Middle Housing is a range of house-scale buildings with multiple units –compatible in scale and form with detached single-family homes—located in a walkable neighborhood” (<https://missingmiddlehousing.com>). The term applies to such housing in an infill context on individual lots or small parcels, and to larger “greenfield” development, which is the missing middle housing type we are proposing. Opticos Design, which coined the term “missing middle,” developed the definition, and “wrote the book” on missing middle housing, has designed many greenfield missing middle developments, including Prairie Queen in Pavilion, NE; Mew homes in South Jordan, UT; and Cul de Sac Tempe in Tempe, AZ. We envision our project being a fusion of the above projects, drawing the best attributes of each, while addressing the needs of the surrounding community and constraints/opportunities of the site. We hope it will be *the* demonstration project that the City has identified in the Housing Element and their Major City Goals to “...evaluate and implement “missing middle” housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options....”

The proposed project would include 224 dwelling units and approximately 30,000-60,000 square feet of commercial uses consistent with the CS zone. Overall, the project would have 246 Density Units, approximately 21 density units per acre for the CS-Zoned area of the site that is eligible for residential development under the 2021 Airport Land Use Plan (ALUP). For sale single-family attached and detached units will have a mix of one-bedroom, two-bedroom and three-bedroom units ranging in size from 630 square feet up to 2,002 square feet with an average dwelling unit size of less than 1,300 square feet, approximately 20 percent lower than the typical offerings in the San Luis Obispo residential

market. The project will follow Traditional Neighborhood Development (TND) guidelines, meaning that it would be designed as an integrated whole, with everything having a rhyme and reason.

The project checks a lot of the city's "boxes" as follows:

1. It directly implements Housing Element Policy 5.3 and Program 5.4 which direct the City to "Encourage the development of a variety of "missing middle" housing types" and to "Evaluate and implement "missing middle" housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options in the City within three years of adopting the Housing Element". The project will demonstrate how Missing Middle development can be applied on a larger scale for "greenfield" projects as opposed to a more limited infill scale.
2. It implements City Parks and Recreation Element policies to urge the development of parks in neighborhoods without parks, either through access improvements or by the construction of new parks.
3. The Financial Plan which mentions "initiating a missing middle housing program" where existing infrastructure can support additional infill and intensification and promote complete neighborhood by including more diversity in housing options of all types.
4. Housing Element Policy 6.2 that provides priority for low income housing.

Elected officials, City staff and the residents of the Serra Meadows and Toscana neighborhoods have been consulted about the advisability of moving forward with the project. All of these meetings have been met with enthusiasm and support.

Implementation of the project will require certain amendments to the General Plan and Margarita Area Specific Plan (MASP) as specified herein. The General Plan and Zoning will be amended to show C-S land uses, and the MASP will require amendments to the text, maps and graphics as described herein. We request that the City authorize the necessary MASP and General Plan amendments to move the project forward. These changes are warranted and desirable because:

1. The proposed housing types are a high priority for the City and doing the amendment now will reduce the timeframe for development and construction by several years.
2. Direct costs of development for the project will be lower and more households will qualify.
3. There is also no demonstrable need for the office space and industrial space associated with the current zoning of the property. According to the LUCE EIR, the City currently has approximately 1.9 million square feet of available office/RD building capacity against a ten-year demand of approximately 700,000 square feet communitywide. The site would reduce that potential by less than 15 percent to 1.65 million square feet.
4. Parks and Recreation Policies 1.3 and 1.7 direct that gaps in park service areas be remedied.

5. The project generates \$12.7 million in City impact fees, compared to \$7.1 million in impact fees with the current zoning, and without any new obligations associated with those impact fees. The project would generate \$157.1 million in assessed value compared to \$100 million under existing zoning and would generate \$298,900 in annual revenue to the City, compared to \$174,500 under the existing zoning (if it ever fully builds out).

In sum, allowing the project by initiating and approving the requested MASP and General Plan amendments would reduce housing costs and be economically positive to the City for both one-time impact fees and ongoing revenue. There does not appear to be a compelling reason to not initiate the amendment.

Introduction

A project is proposed at 365 Prado Road that will provide for a mix of residential and commercial uses that address City Council priorities for the development of workforce housing in the community. It is being positioned to address housing and employment needs in the community through a combination of design excellence, value-added features, location, design, and a range of housing types and sizes that are not being met in the community. Proposed by Covelop Holdings of San Luis Obispo, it is located at the southeast corner of Prado Road and Davis/Serra Meadows Drive. (See Figure 1.) The project involves the change in general plan designation, rezoning and an amendment to the Margarita Area Specific Plan from BP to CS for 16.4 acres of the project. There will be a 1.2-acre HOA-maintained park intended to be open to the public.

As currently planned, the proposed project would be a “mixed use” project within the meaning of Table 1 of the Land Use and Circulation Element, and Table 2-1 and Section 17.70.130 of the Zoning Ordinance. The project includes approximately 159 attached and detached single family homes at a density of 20.5 density units to the acre: 65 for-rent apartments units and approximately 30,000-60,000 square feet of mini storage/office/RD space. A 1.2-acre park is proposed to fill the current geographic and timing gap to provide adequate park facilities for the Serra Meadows and Toscana neighborhoods. Those neighborhoods are deficient in park area and are currently dependent solely on the development of the MASP neighborhood park on the Garcia property, which has a low likelihood of developing over the next 20 years. The project would add needed park facilities and provide an alternate means of meeting such needs as provided in Parks and Recreation Policies 1.3 and 1.7. The project would provide a park in a park access gap identified in Figure 4-2 of the Parks and Recreation Element. Because of the design of the project and potential to meeting neighborhood park facility needs, the project is strongly supported by the existing neighborhood who were consulted about the project during two neighborhood workshops.

The project will follow guidelines for Traditional Neighborhood Development (TND), meaning that it would be designed as an integrated whole, with everything having a rhyme and reason. Care is taken with details such as the height of the porches from the ground, the connectivity of homes with amenities, open spaces and other housing product types. Each neighborhood is walkable and clustered around common open space, yards, and a recreation center with a community building. No residential unit is ever more than 500 feet from a park or trail, with a variety of housing options fronting parks,

walking paths, and streets. The development also ensures compatibility with the existing neighborhood through consistent building massing and gentle density transitions.

The project will also emphasize “Missing Middle” housing types. The term "missing middle" is meant to describe housing types that were common in the pre-WWII United States such as duplexes, rowhouses, and courtyard apartments but are now less common and, therefore, "missing". Rather than focusing on the number of units in a structure, missing middle housing emphasizes scale and heights that are appropriate for single-family neighborhoods or transitional neighborhoods, but at densities that have been more typical of multi-family stacked flat developments. This approach allows the introduction of smaller floor plans, but with the massing and building arrangement that are more typical of single family detached developments. Missing middle units are characterized as being within a walkable context, smaller footprint unit sizes, lower perceived density, high design and detailing, less parking demand and supply because they are placed in walkable neighborhoods. They are also affordable by design because they rely on simple Type V construction, so that there are not the typical tradeoffs of higher density resulting in higher per-square foot costs.

Missing middle housing has been used as an infill strategy to achieve higher densities in low density zoned areas while still preserving existing building massing and single family street scenes patterns, as well as larger scale projects that provide an integrated eclectic mix of housing types. Accordingly, Missing Middle housing is highly sought after by millennials and empty nester baby boomers, the two biggest elements of the local residential development market.

Various studies are underway for the project, including a biological reconnaissance study, wetland delineation, geotechnical study, noise study, traffic study (including capacity and lane configuration studies for Prado Road and Higuera), and others to satisfy City requirements. It is expected that the environmental effects of the projects, and necessary mitigations, will be covered in an environmental impact report (EIR).

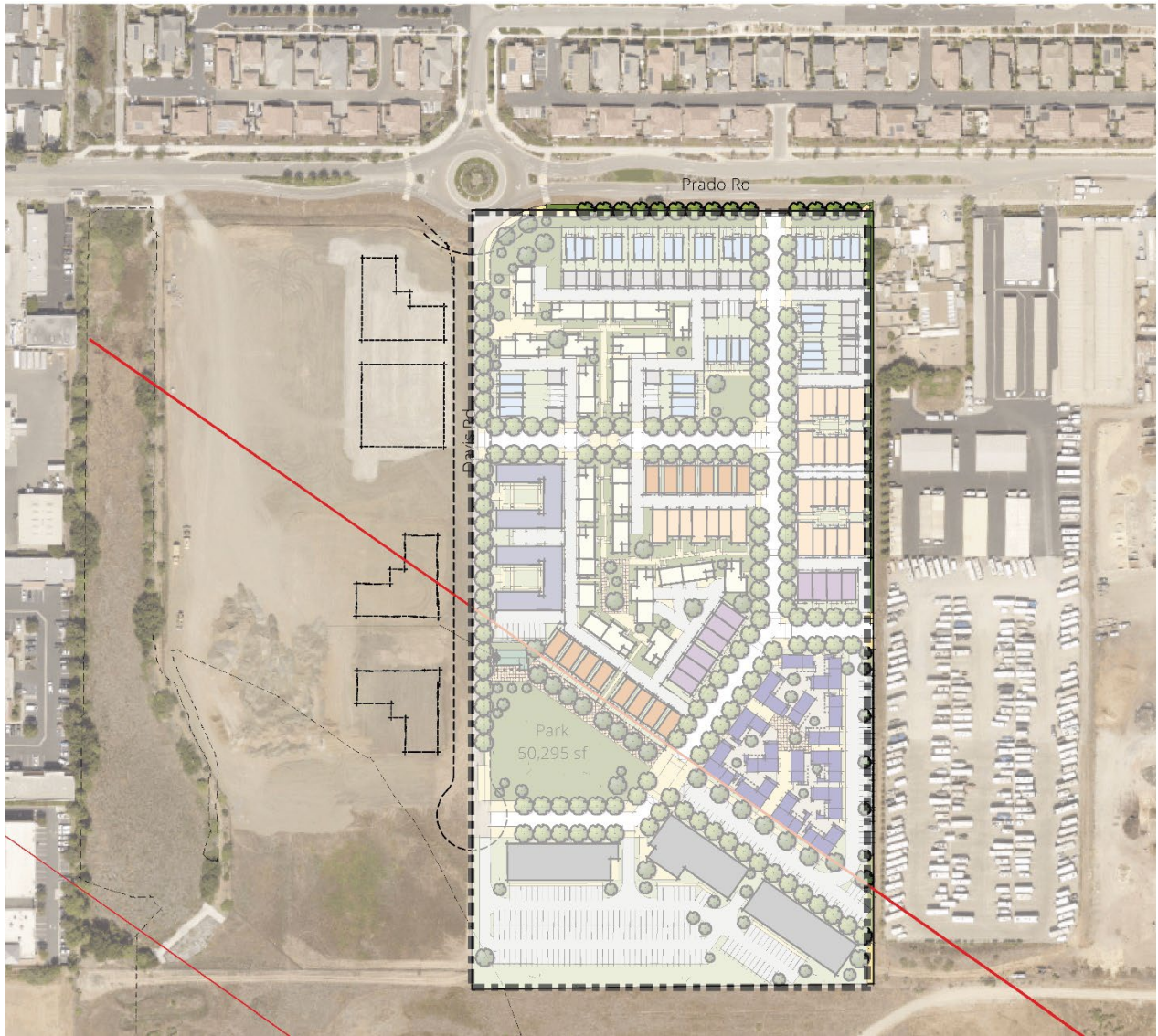


Figure 1 Site Location and Vicinity

Mixed Use/Common Interest Subdivision

The City's General Plan and Zoning Ordinance require that any residential development in the CS zone be "mixed use", and Section 17.70.130 establishes guidelines for such developments. Developments can be master planned and entitled as a single project, and there can be subsequent lot splits and parcelization if the parcels are subject to the necessary entitlements and maintenance and management documents to ensure ongoing operation of the project as a mixed use development. Each individual small lot or large conveyance lot in our project will not be "mixed use" and the project will use the provision of Section 16.17.020 for common interest subdivisions that provide for compliance of "...property development standards such as lot coverage and density are determined by using the exterior boundaries of the property and where standards apply to the project as a whole instead of requiring conformance with all property development standards on each of the proposed parcels/units in the subdivision. These types of subdivisions can rely on shared ownerships as is the case with subdivisions with common interests (i.e., condominiums) or may also rely solely on or in part with easements for common areas such as recreation facilities, open space, parking, driveways, etc." The park and drainage basin/infrastructure will be common ownership elements. Within our project, small lot tract maps and larger lot conveyance maps will be subject to a Homeowner's Association, one or more Property Owner's Associations (for commercial or multifamily rental parcels), and Joint Management and Maintenance Agreements.

It is anticipated that the project will request a concession of the ground floor use limitations in Zoning Ordinance Section 17.70.130 D. 1 relating to requirements for the minimum amount of ground floor commercial as part of its Density Bonus application, but the project will comply in all other materials ways with the mixed use requirements of the CS Zone. Additionally, the project will request waivers of development standards to accommodate the proposed project including setback and lot size requirements as allowed through California Density Bonus Law.

Project Data and Design

The project plans in Attachment 1 show a mixture of single family attached and single family detached units ranging in size from 630 square feet to 2,002 square feet. The different unit types will be designed and constructed in clusters rather than in homogenous pods as is typical of product-segmented neighborhoods. The various unit types will be connected and organized through a central walkway in the "Mews" portion of the project that will originate at Prado Road and Davis Street and terminate at the park. There is a total of 224 dwelling units, with 159 of those as single family attached and detached units which are intended for sale. The project also includes 65 for-rent apartments, ranging in size from 480 square feet to 1,000 square feet. The total density of the project is 246.26 density units, or 21.8 density units per acre. Total permitted density is 270.7 density units per acre. Table 1 shows the summary of the land uses and the development. (See Figure 2, Land Use Plan, and Figure 3, Site Plan.)

Table 1

Land Use and Development Summary

Data	Total	Sale	Rent	C-S	Parks	Streets
Net Site Area	19.35	9.52	1.76	3.87	1.15	3.05
Units	224	159	65			-
Studio	16	-	16			-
1BR	36	20	16			-
2BR	87	54	33			-
3BR	85	85	-			-
Density Units	246.26	194.70	51.56			-
Density Units/Acre	21.83	20.45	29.30			
Doors/Acre	19.86	16.70	36.93			
FAR		53.2%	66.6%	35.6%		
Total Building Area	331,498	220,418	51,080	60,000		-
Garage Area	16,160	16,160	-			-
Floor Area	315,338	204,258	51,080	60,000		-

The project proposes to construct approximately up to 60,000 square feet of commercial space (potentially mini storage or light industrial uses) in the area of the site in ALUP Zone 2 that does not permit residential development. Under the current zoning designation for 19.5 acres of Business Park, the project would accommodate 277,500 SF of office/RD space. Based on the projected demand for office/RD space in the community as itemized in Table 2 below, it is unlikely that level of development will ever occur. According to Table 2 below, there is a demand for approximately 700,000 square feet of office/RD space in the community over the next ten years. According to Table 2.4-3 of the LUCE Draft EIR, there is capacity for 450,800 square feet of office space on potential development sites, 1,386,200 square feet of office space in previously approved specific plans, and an additional 25,900 square feet of space of previously approved projects, for a total of 1,872,900 square feet of office/RD space to meet the approximate 700,000 square feet of demand over the next ten years. And there is currently 400,000 square feet of vacant building space on the market, not including office space conversions that are possible in the downtown, and not including major pending projects like The Link along Tank Farm Road. If the project captures as much as 20% of total unmet demand project to occur over the next 10 years, only 40,000 to 60,000 square feet of office/RD space could reasonably be expected to occur over that time frame. Even if all of the current BP property in the MASP that is now eligible for residential development was so converted, it would result in a reduction of office/RD development capacity of the community 600,000 square feet to 1,272,900 square feet of office/RD, which is four times the need over the next ten years that is not being addressed by existing vacant buildings.

Table 2

Commercial Space Needs Projection

2018-2028 Industry Employment Projections										
San Luis Obispo-Paso Robles-Arroyo Grande Metropolitan Statistical Area (San Luis Obispo County)										
Industry Title	Base Year Employment Estimate 2018 ^[2] [3]	Projected Year Employment Estimate 2028	Numeric Change 2018-2028	SF per Employee	Occupied Building Space Demand	Vacancy Factor	Total Building Demand	Industrial	Office/RD	Hospitality
Wholesale Trade	2,700	2,800	100	-	-	-	-	-	-	-
Information	1,300	1,600	300	250	75,000	3,750	78,750	-	78,750	-
Finance and Insurance	2,300	2,300	-	250	-	-	-	-	-	-
Real Estate and Rental and Leasing	1,600	1,800	200	250	50,000	2,500	52,500	-	52,500	-
Accommodation and Food Services	17,600	20,300	2,700	250	675,000	33,750	708,750	-	-	708,750
Other Services (excludes 814-Private Household Workers)	4,000	4,400	400	250	100,000	5,000	105,000	-	105,000	-
Mining, Logging, and Construction	7,900	8,800	900	1000	900,000	45,000	945,000	945,000	-	-
Trade, Transportation, and Utilities	20,900	21,600	700	500	350,000	17,500	367,500	367,500	-	-
Transportation, Warehousing, and Utilities	3,900	4,500	600	500	300,000	15,000	315,000	315,000	-	-
Nondurable Goods Manufacturing	4,500	5,300	800	500	400,000	20,000	420,000	420,000	-	-
Manufacturing	7,700	8,800	1,100	500	550,000	27,500	577,500	577,500	-	-
Durable Goods Manufacturing	3,200	3,500	300	500	150,000	7,500	157,500	157,500	-	-
Retail Trade	14,300	14,300	-	300	-	-	-	-	-	-
Financial Activities	3,900	4,100	200	300	60,000	3,000	63,000	-	63,000	-
Professional and Business Services	10,800	11,600	800	300	240,000	12,000	252,000	-	252,000	-
Educational Services (Private), Health Care, and Social Assistance	17,700	21,300	3,600	300	1,080,000	54,000	1,134,000	-	1,134,000	-
Local Government	13,100	13,300	200	300	60,000	3,000	63,000	-	63,000	-
State Government	10,800	10,700	(100)	300	(30,000)	(1,500)	(31,500)	-	(31,500)	-
Self Employment ^[4]	8,800	9,500	700	450	315,000	15,750	330,750	-	330,750	-
Total Farm	5,200	6,500	1,300	-	-	-	-	-	-	-
Private Household Workers ^[5]	200	200	-	0	-	-	-	-	-	-
Total MSA	162,400	177,200	14,800		5,275,000	263,750	5,538,750	2,782,500	2,047,500	708,750
SLO City Capture @ 35%			9.11%				1,938,563	973,875	716,625	248,063

The preference for deleting or significantly reducing the existing office/RD designation was confirmed at a neighborhood meeting. Of the 24 neighbors in attendance, 23 expressed a preference for the proposed project over existing zoning. The conclusions drawn from the above analysis and the community meetings is that the current office/RD designation is not needed to support employment growth in the community and is not supported by the community. Keeping the existing BP designation will only perpetuate the bloated inventory of vacant office/RD land that was created from the 2005 ALUP constraints.

Early in the project during two community meetings and design charettes, there was a need expressed for a public park. Under the MASP, the parks for the neighborhood were to be provided in a central neighborhood park on the Garcia property located to the east of the current terminus of Prado Road. The Garcia property has a low likelihood of developing over the next 20 years. The Parks and Recreation Element identifies a park “gap” identified in Figure 4-2 of the Parks and Recreation Element. The project would add a 1.1-acre park. Figure 4 shows the open space and park proposed for the project.

The project has ready access to sewer, water, storm drainage and roads. The site has drainage rights to the Serra Meadows basin, and sewer, water and storm drainage connections are available at the side of the Davis Road/Prado Road intersection. Road frontage improvements will be required, but no offsite improvements are needed.

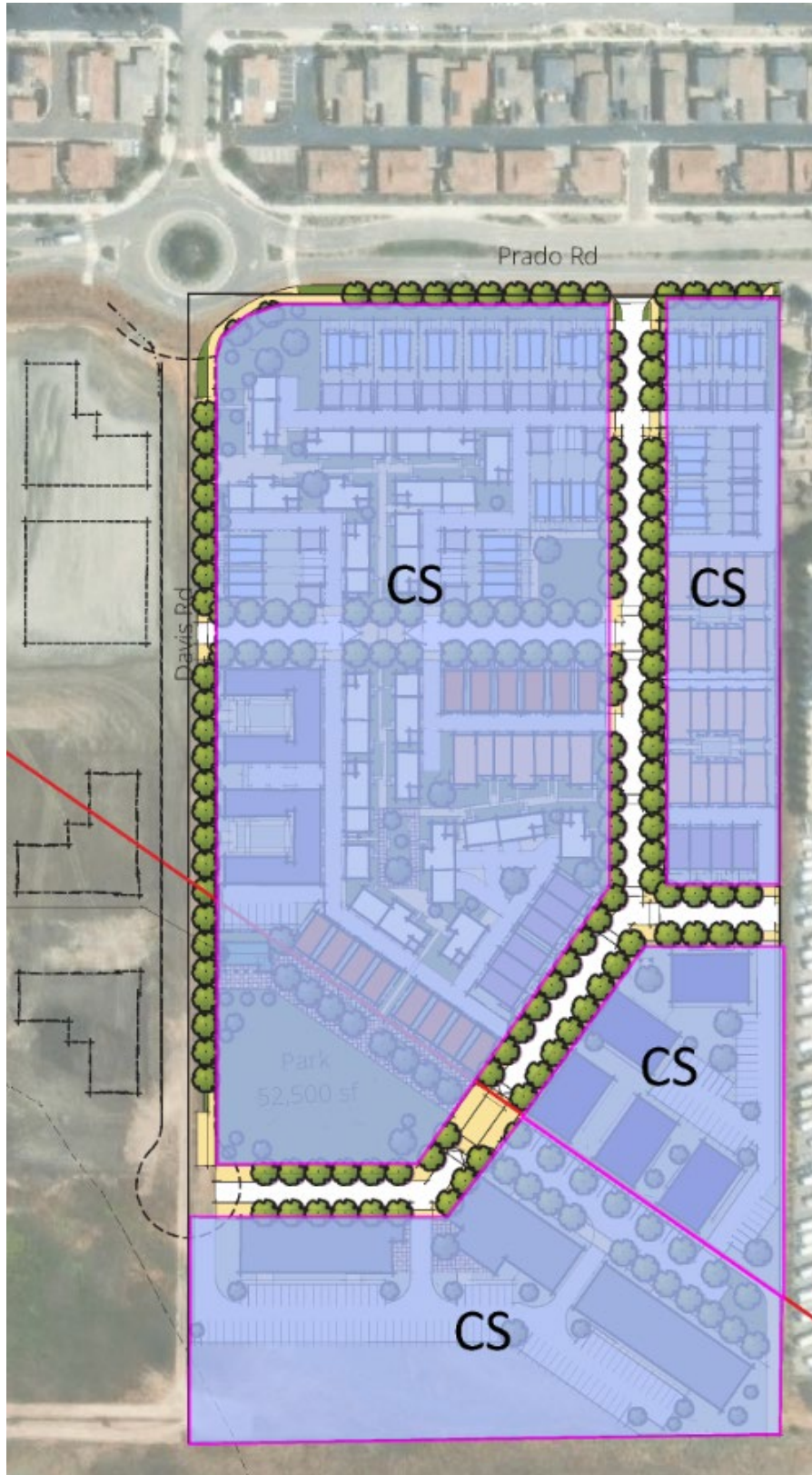


Figure 2 Proposed Land Use and Zoning Plan

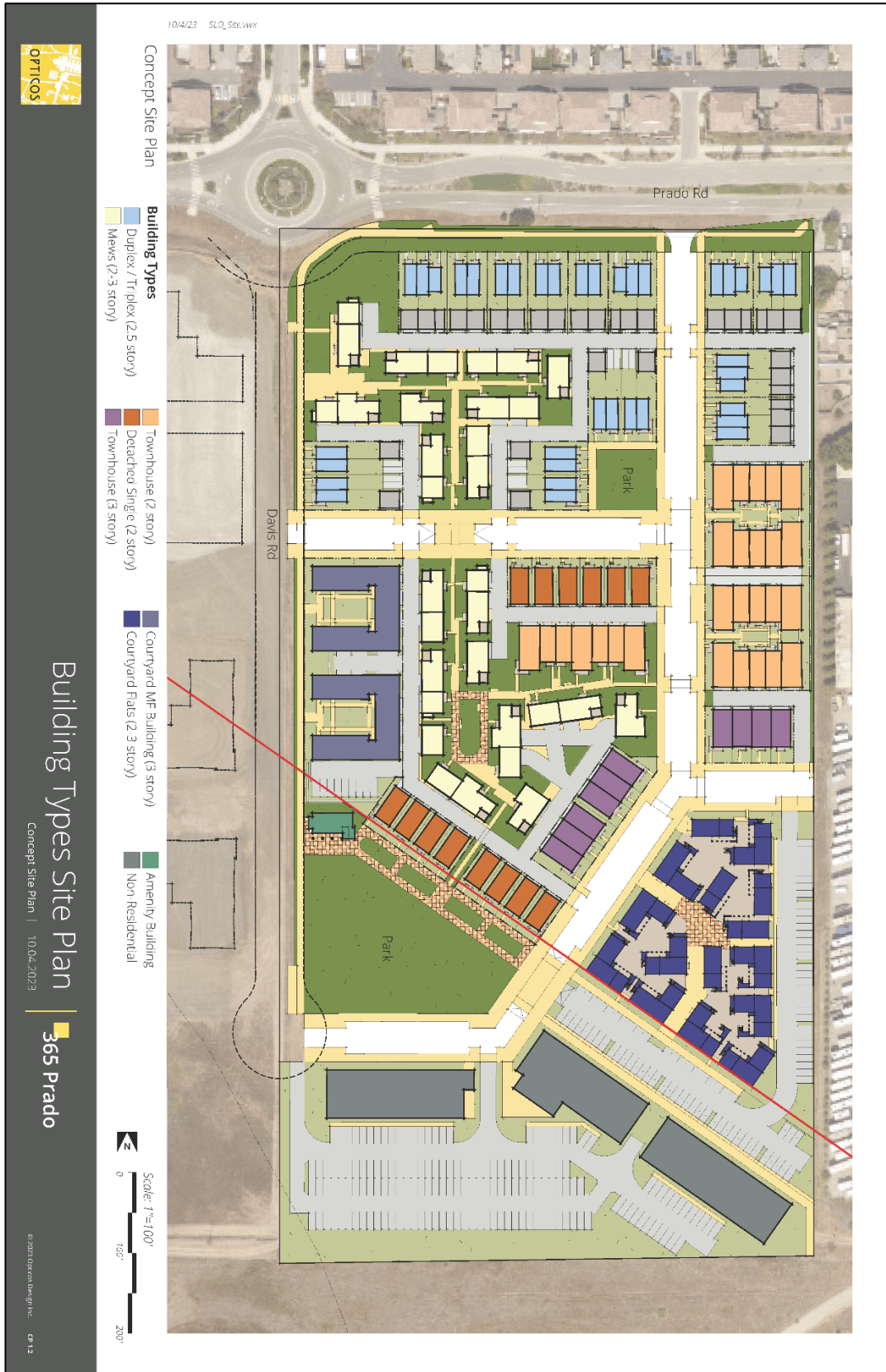


Figure 3 Building Types Site Plan

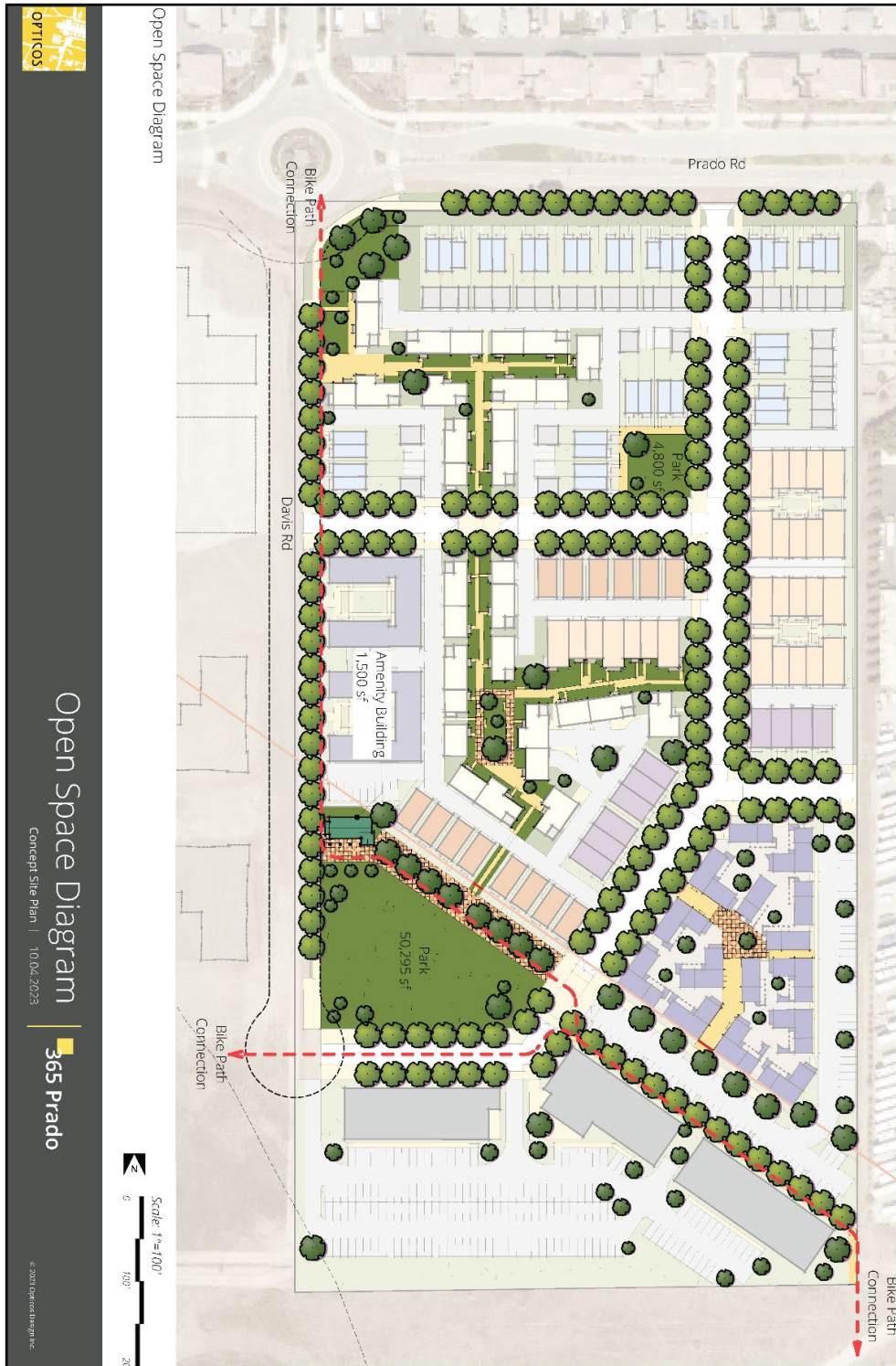


Figure 4 Open Space and Parks

Entitlement and Land Use Regulations

The current zoning on the property, and in fact in the entire MASP, was driven by the land use restrictions in the 2005 Airport Land Use Plan that generally prohibited residential land uses south of Prado Road, and substantially reduced the allowed number of residential units in the remainder of the specific plan area. The County completed an update to the ALUP in 2021 and residential land uses are now permitted on 12.5 acres of the project site's 19.4 acres under the new ALUP. The LUCE has not been amended since its original adoption in 2014 to address this new information and the modified restriction, but Land Use Element Policy 8.1.3 provides that *"The City shall consider this area [MASP] as potentially appropriate to accommodate additional housing. Revisions to the Margarita Area Specific Plan will be required if residential development in excess of that accommodated in the plan is proposed."* The City has begun scoping the required studies and processes for an update to the MASP. That amendment will start with technical studies, followed by environmental review and will conclude with modification of the General Plan and Specific Plan. A likely timeframe for completion is three to five years. The city's efforts in the larger amendment will be primarily focused on the evaluation and development of environmental and planning documents for the 160-acre Garcia property in the eastern portion of the MASP, which are somewhat unrelated to the subject property. There are no improvements that need to be installed or key questions answered related to the MASP that are necessary to move forward with the subject project and waiting for the MASP to be completed before starting on this project will only delay implementation by 5-7 years. Proceeding with this project will not compromise the other effort and has the following advantages:

1. Since there is no obvious demonstrated need for the office/RD space that would be eliminated from this site, there is no real need to look at this in a global context. The City is oversupplied with office/RD land. The project site has been vacant with the current land use designation for the past 20 years and it is unlikely that it will develop in the future as currently zoned.
2. The project is proposing a housing type that is not currently being provided in the marketplace and provides housing at a smaller size and lower price point. The City has placed a high priority on "missing middle" housing and this project delivers the first project in a greenfield context.
3. The project will qualify for a density bonus by providing 5% very low density units (either for sale or for rent). Excluding the future public roads and the areas within Zone 6 of the ALUP, the site is 11.26 acres yielding a maximum residential density of 270.24 units. We are proposing 14 density units as deed restricted to qualifying very low incomes.
4. The project requires little new infrastructure. The housing would come without any significant city obligations for infrastructure or infrastructure reimbursement. Despite little need for new infrastructure, the project would immediately create \$3.7 million in water impact fees, \$3.5 million in wastewater impact fees, \$3.4 million in traffic fees, \$1.6 million in park fees, and \$407,000 in Public Safety Impact fees. Overall, the project will generate \$12.7 million in City impact fees, compared to \$7.1 million in impact fees with the current zoning (if or when such development ever occurs).

5. The project would provide a much-needed park. The need has been identified for a park at this specific site in the Recreation and Parks Element and is a high priority of the residents in the area. The residents want something like this sooner than later.
6. The project has been reviewed by the affected neighbors and elected officials without any real objections raised.
7. This land use/zone change is supported by LUCE Policy 8.1.3, as well as MASP policies to support mixed use developments; Parks and Recreation Policies 1.3 and 1.7 relating to addressing gaps in park access identified in Figure 4-2 of the Parks and Recreation Element; and, the 2020 Housing Element Policy 5.3 and Program 5.4 of which direct the City to “Encourage the development of a variety of “missing middle” housing types” and to “Evaluate and implement “missing middle” housing types (e.g., duplex, quadplex, cottages, etc.) to increase housing options in the City within three years of adopting the Housing Element”. Starting this project now helps the City meet the deadline for evaluating and encouraging missing middle housing.
8. The project would generate \$157.1 million in assessed value compared to \$100 million under existing zoning. While the city does not participate in the base property taxes, the proposed project would generate \$84,000 per year in State Property Taxes In Lieu compared to \$59,300 with the existing zoning. Further, the project would generate \$110,000 per year in local sales taxes (share of Bradley-Burns plus local measure), whereas the office/RD uses would generate no sales taxes. In total, the project would generate \$298,900 in annual revenue to the City, compared to \$174,500 under the existing zoning if it ever fully builds out.

Required General Plan and Zoning Changes

1. Change the land use designation for the property to CS, CS-Mixed Use, and PF as represented in Figure 2.

Required MASP Changes

In addition to the LUCE land use and zoning changes, there are a number of changes that are necessary to the MASP, as follows:

1. Figure 5—Residential Development Areas to be amended to include project site. Change name to “Potential Residential Development Areas”.
2. Delete the reference to “dwellings” being prohibited in Section 2.6.1 D.
3. Review and modify FAR limitations as necessary.
4. Amend Figures 10 and 11 to reflect revised ALUP safety zones. Delete references to unit limitations within the various subareas of the MASP and instead refer to unit limitations and development requirements in the ALUP. (The City recently amended Section 17.70.020 of the Zoning Ordinance to require that “All projects including but not limited to renovation, remodeling, new construction, or granting of any permits for land uses or other activities, shall be consistent with the height, use, noise, safety, and density criteria of the Amended and Restated San Luis Obispo County Regional Airport (SBP) Airport Land Use Plan (ALUP).” This change would bring the MASP into conformance with the Zoning that is applicable to the rest of the City.
5. Figure 12—Circulation Plan is inconsistent with General Plan Circulation Figure 1—Streets Classification Diagram. The latter shows an E-W “Proposed Local Street” on the southern one-third of the property paralleling Prado Road. MASP Figure 12 and the development plan will need to be modified to be consistent with the General Plan Circulation Element.
6. Delete Table 13 and Figure 23 relating to phasing of improvements. It essentially requires completion of Prado Road to Broad Street before development on the site is permitted.

Modify land use tables to reflect the addition of residential units to General BP land use category.

Other Needed Entitlements

1. Concession of ground floor commercial requirement and waivers of development standards (setbacks, lot size, etc.) as part of the density bonus application.
2. Adjustment to parking and setback requirements through the MASP amendment, or density bonus program.
3. Vesting Subdivision Map, plus large lot conveyance map.