



## CITY OF ATASCADERO CITY COUNCIL AGENDA

In accordance with City Council Resolution No. 2021-073 and the requirements of AB 361, the City Council Meeting will not be physically open to the public and City Council Members will be teleconferencing into the meeting.

### **HOW TO OBSERVE THE MEETING:**

To maximize public safety while still maintaining transparency and public access, the meeting will be live-streamed on SLO-SPAN.org, on Spectrum cable Channel 20 in Atascadero, and on KPRL Radio 1230AM and 99.3FM. The video recording of the meeting will repeat daily on Channel 20 at 1:00 am, 9:00 am, and 6:00 pm and will be available through the City's website or by visiting [https://us02web.zoom.us/webinar/register/WN\\_ZwJ7a031S3KXauEym9ehaA](https://us02web.zoom.us/webinar/register/WN_ZwJ7a031S3KXauEym9ehaA).

### **HOW TO SUBMIT PUBLIC COMMENT:**

Members of the public are highly encouraged to participate in live public comment through the Zoom platform using the link above or by calling **805-538-2888** to listen and provide public comment via phone.

If you wish to comment but not via a live platform, please email public comments to [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org) by 12:00 pm on the day of the meeting. Such email **comments must identify the Agenda Item Number in the subject line of the email**. The comments will be forwarded to the City Council and made a part of the administrative record. If a comment is received after the deadline for submission but before the close of the meeting, the comment will still be included as a part of the administrative record of the meeting but will be forwarded to the City Council the next business day. *Please note, email comments will not be read into the record.*

### **AMERICAN DISABILITY ACT ACCOMMODATIONS:**

Any member of the public who needs accommodations should contact the City Clerk's Office at [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org) or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

City Council agendas and minutes may be viewed on the City's website: [www.atascadero.org](http://www.atascadero.org).

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, [www.atascadero.org](http://www.atascadero.org). Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are either read into the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.



# **CITY OF ATASCADERO CITY COUNCIL**

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## **AGENDA**

**Tuesday, December 14, 2021**

**City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California**

**City Council Regular Session:**

**6:00 P.M.**

**City Council Closed Session:**

**Immediately following  
Regular Session**

**REGULAR SESSION – CALL TO ORDER: 6:00 P.M.**

**PLEDGE OF ALLEGIANCE:** Council Member Dariz

**ROLL CALL:**  
Mayor Moreno  
Mayor Pro Tem Newsom  
Council Member Bourbeau  
Council Member Dariz  
Council Member Funk

**APPROVAL OF AGENDA:** Roll Call

**Recommendation:** Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

**CLOSED SESSION – REPORT (IF ANY)**

**a. November 23, 2021**

**PRESENTATIONS: None.**

**A. CONSENT CALENDAR:** (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

**1. City Council Draft Action Minutes – November 23, 2021**

- Recommendation: Council approve the November 23, 2021 Draft City Council Regular Meeting Minutes. [City Clerk]

**2. City Council 2022 Meeting Schedule**

- Fiscal Impact: None.
- Recommendation: Council approve the City Council meeting schedule for 2022. [City Manager]

**3. Contract Award General Plan Update Project – Phase 1 Contract (GPA21-0067)**

- Fiscal Impact: Approval of Phase I of the planning consultant services will use \$43,016 of budgeted General Funds. The City has budgeted \$450,000 for fiscal year 2021-22 and \$635,000 for fiscal year 2022-23 to encompass all phases of the General Plan Update. Staff will be continuing to seek grant funding opportunities as an alternative to using General Funds.
- Recommendation: Council authorize the City Manager to execute a contract with MIG, Inc. to provide planning consultant services for Phase 1 of the preparation of the Atascadero General Plan Update Project. [Community Development]

**4. Virtual Meetings – AB 361 Requirements**

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to continue to allow for the conduct of virtual meetings. [City Manager]

**UPDATES FROM THE CITY MANAGER:** (The City Manager will give an oral report on any current issues of concern to the City Council.)

**COMMUNITY FORUM:** (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Comments will be allowed for the entire 30-minute period so if the final speaker has finished before the 30 minute period has ended and a member of the public wishes to make a comment after the Council has commenced another item, the member should alert the Clerk within the 30 minute period of their desire to make a comment and the Council will take up that comment upon completion of the item which was commenced. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org).)

**B. PUBLIC HEARINGS:**

**1. 2022 Community Development Block Grant Draft Recommendations**

- Fiscal Impact: Approval of Atascadero's total 2022 CDBG allocation would result in the estimated revenue and expenditure of \$139,465 of CDBG funds.
- Recommendation: Council develop and adopt draft recommendations for the 2022 Community Development Block Grant (CDBG) funds. [Public Works]

**2. Urgency Ordinance Adopting Interim Standards for the Implementation of Senate Bill 9**

- Fiscal Impact: None.
- Recommendation: Council adopt an Urgency Ordinance adopting interim standards for the implementation of Senate Bill 9 (Government Code Sections 65852.21 and 66411.7), regarding urban lot splits and urban (second) dwelling units on single-family zoned sites in the City of Atascadero. [Community Development]

**3. Community Facilities District 2005-1 – Annexation No. 24**

- Fiscal Impact: Assessments for the Halcon annexation are estimated to be between \$2,200 - \$2,400 annually beginning in fiscal year 2022-2023, and adjusted each year for inflation.
- Recommendations: Council:
  1. Conduct the public hearing for the proposed annexation.
  2. Adopt Draft Resolution A; authorizing the territory identified in City Council Resolution 2021-068 to be annexed into Community Facilities District No. 2005-1, authorizing the levy of a special tax and submitting the levy of a special tax to qualified electors.
  3. Direct the City Clerk to conduct a landowner vote of annexation and collect and count the ballots.  
**Council to recess until ballots are counted**
  4. Adopt Draft Resolution B, declaring the results of a special annexation landowner election for Annexation No. 24, determining the validity of prior proceedings and directing the recording of an amendment to the notice of special tax lien.
  5. Introduce for first reading, by title only, Draft Ordinance, authorizing the levy of special taxes in Community Facilities District 2005-1 for certain annexation territory identified as Annexation No. 24. [Community Development]

**C. MANAGEMENT REPORTS: None.**

**D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:** (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor Moreno

1. City Selection Committee
2. County Mayors Round Table
3. Regional Economic Action Coalition (REACH)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Newsom

1. City / Schools Committee
2. Design Review Committee
3. League of California Cities – Council Liaison
4. Visit SLO CAL Advisory Committee

Council Member Bourbeau

1. City of Atascadero Finance Committee
2. City / Schools Committee
3. Integrated Waste Management Authority (IWMA)
4. SLO County Water Resources Advisory Committee (WRAC)

Council Member Dariz

1. Air Pollution Control District
2. California Joint Powers Insurance Authority (CJPIA) Board
3. City of Atascadero Finance Committee

Council Member Funk

1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Design Review Committee
3. Homeless Services Oversight Council

**E. INDIVIDUAL DETERMINATION AND / OR ACTION:** (Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

**F. RECESS REGULAR MEETING TO CLOSED SESSION**

**COUNCIL CLOSED SESSION:**

**1. CLOSED SESSION -- PUBLIC COMMENT**

**2. COUNCIL LEAVES TO BEGIN CLOSED SESSION**

**3. CLOSED SESSION -- CALL TO ORDER**

**a. Conference with Legal Counsel – Anticipated Litigation**

Initiation of litigation pursuant to Section 54956.9(d)(4): One case

**b. Conference with Legal Counsel – Existing Litigation**

Government Code Sec. 54956.9(d)(1)

Name of Case: Sunderland v. City of Atascadero and Phil Dunsmore

San Luis Obispo Superior Court Case No. 21CVP-0074

**4. CLOSED SESSION – ADJOURNMENT**

**5. COUNCIL RETURNS**

**6. CLOSED SESSION – REPORT (IF ANY)**

Announcement(s) of any reportable action(s) taken in Closed Session that occur(s) after the recess of Regular Session will be made at the beginning of the next Regular City Council meeting as Closed Session is not recorded or videotaped.

**Please note:** Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.



# CITY OF ATASCADERO CITY COUNCIL

## DRAFT MINUTES

Tuesday, November 23, 2021

City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California

**City Council Regular Session:**

**6:00 P.M.**

**City Council Closed Session:**

**Immediately Following  
Regular Session**

### REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor Moreno called the meeting to order at 6:01 p.m. and Council Member Funk led the Pledge of Allegiance.

### ROLL CALL:

Present: **By Teleconference** - Council Members Bourbeau and Funk, Mayor Pro Tem Newsom, and Mayor Moreno

Absent: Council Member Dariz

Others Present: None

Staff Present: **By Teleconference** – City Manager Rachelle Rickards, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Public Works Director Nick DeBar, City Attorney Brian Pierik, Deputy City Manager/City Clerk Lara Christensen, and IT Manager Luke Knight

### APPROVAL OF AGENDA:

**MOTION:** **By Council Member Funk and seconded by Mayor Pro Tem Newsom to:**  
**1. Approve this agenda; and,**

2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

*Motion passed 4:0 by a roll-call vote. Dariz absent.*

## CLOSED SESSION – REPORT (IF ANY)

### a. November 9, 2021

City Attorney Pierik reported that there was no reportable action from Closed Session on November 9, 2021.

**PRESENTATIONS: None.**

## A. CONSENT CALENDAR:

### 1. City Council Draft Action Minutes – November 9, 2021

- Recommendation: Council approve the November 9, 2021 Draft City Council Regular Meeting Minutes. [City Clerk]

### 2. October 2021 Accounts Payable and Payroll

- Fiscal Impact: \$3,552,746.20
- Recommendation: Council approve accounts payable, payroll and payroll vendor checks for October 2021. [Administrative Services]

### 3. Sunken Gardens Tree Replanting and Protection

- Fiscal Impact: \$16,500.00
- Recommendation: Council authorize the Administrative Services Director to appropriate \$16,500 of General Fund Reserves for the replanting and protection of eight trees at Sunken Gardens. [Public Works]

### 4. Resolution Authorizing City Manager to Execute Participation Agreements Regarding the Settlement of the National Opioid Litigation

- Fiscal Impact: The fiscal impact, assuming there is 100% participation by the counties and cities in California will be \$20,584.44 per year paid to the City from the distributors for 18 years and \$10,292.22 per year from Janssen for 9 years. There will be costs incurred by the City in administering the funds to ensure spending for authorized purposes and also costs for complying with the reporting requirements. If the City directs the funds to the County, then the County will spend the funds and be responsible for the reporting requirements.
- Recommendation: Council adopt Draft Resolution authorizing the City Manager to execute participation agreements regarding the settlement of the National Opioid Litigation. [City Attorney]



**5. Virtual Meetings – AB 361 Requirements**

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to continue to allow for the conduct of virtual meetings. [City Manager]

**MOTION: By Council Member Bourbeau and seconded by Council Member Funk to approve the Consent Calendar. (#A-4: Resolution No. 2021-072) (#A-5: Resolution No. 2021-073)  
*Motion passed 4:0 by a roll-call vote. Dariz absent.***

**UPDATES FROM THE CITY MANAGER:**

City Manager Rachelle Rickard gave an update on projects and issues within the City.

**COMMUNITY FORUM:**

The following citizens spoke by telephone or through the webinar on this item: None.

***Mayor Moreno closed the COMMUNITY FORUM period.***

**B. PUBLIC HEARINGS:**

**1. SB9 Urgency Ordinance (CPP21-0095)**

- Fiscal Impact: None.
- Recommendations: Council continue the public hearing to the December 14, 2021 City Council Meeting to allow additional time for drafting and review of proposed guidance and local objective standards for the implementation of SB9 (urban lot splits and urban dwelling units). [Community Development]

Ex Parte Communications

No Council Members had anything to report.

Community Development Director Dunsmore briefed the City Council on this item.

**PUBLIC COMMENT:**

The following citizens spoke on this item: None.

***Mayor Moreno noted that the item would be continued to the December 14, 2021 Regular City Council Meeting.***

**C. MANAGEMENT REPORTS:**

**1. Sale of Chicago Grade Landfill**

- Fiscal Impact: None.
- Recommendations: Council authorize the City Manager to send a letter to Chicago Grade Landfill, Inc. providing written consent from the City of Atascadero for the sale of Chicago Grade Landfill to Waste Connections. [City Manager]

Deputy City Manager Christensen gave the report and answered questions from the Council.

**PUBLIC COMMENT:**

The following citizens spoke by telephone or through the webinar on this item: Sue VanDelinder and Jeff Clarin

***Mayor Moreno closed the Public Comment period.***

**MOTION: By Council Member Bourbeau and seconded by Council Member Funk to authorize the City Manager to send a letter to Chicago Grade Landfill, Inc. providing written consent from the City of Atascadero for the sale of Chicago Grade Landfill to Waste Connections.**

***Motion passed 4:0 by a roll-call vote. Dariz absent.***

**D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:**

The following Council Members gave brief update reports on their committees since their last Council meeting:

Mayor Moreno

1. Regional Economic Action Coalition (REACH)

Mayor Pro Tem Newsom

1. Design Review Committee

Council Member Bourbeau

1. Integrated Waste Management Authority (IWMA)

Council Member Funk

1. Design Review Committee
2. Homeless Services Oversight Council

**E. INDIVIDUAL DETERMINATION AND / OR ACTION:**

1. City Council

Council Member Bourbeau noted the San Luis Obispo County Board of Supervisors is in the redistricting process and has two maps they are considering. He noted his concern with both maps and asked the Council Members to look at the maps and consider reaching out

to the Board of Supervisors with any concerns. Council Member Funk reported attending and speaking at a Board of Supervisor's meeting regarding the maps.

**F. RECESS REGULAR MEETING TO CLOSED SESSION**

Mayor Moreno recessed the Regular Meeting at 7:02 p.m. and convened the Closed Session Meeting.

**CITY COUNCIL CLOSED SESSION:**

1. **CLOSED SESSION -- PUBLIC COMMENT - None**
2. **COUNCIL LEAVES TO BEGIN CLOSED SESSION**
3. **CLOSED SESSION -- CALL TO ORDER**
  - a. **Conference with Real Property Negotiators** (Govt. Code 54956.8)  
Real Property: 9510 Calle Milano, Atascadero, CA 93422  
Agency Negotiator: Rachelle Rickard, City Manager  
Negotiating Parties: Curtis J. Coleman and Julie A. Coleman  
Subject of Negotiations: Price and terms of payment.
4. **CLOSED SESSION – ADJOURNMENT**
5. **CLOSED SESSION – REPORT (IF ANY)**

**G. ADJOURN**

Following Closed Session, the meeting was adjourned at 7:30 pm; no reportable action.

**MINUTES PREPARED BY:**

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Lara K. Christensen  
City Clerk

**APPROVED:**



# ***Atascadero City Council***

## ***Staff Report – City Manager’s Office***

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### **City Council 2022 Meeting Schedule**

#### **RECOMMENDATION:**

Council approve the City Council meeting schedule for 2022.

#### **DISCUSSION:**

The City Council, pursuant to Chapter 2, Section 1.01 of the Atascadero Municipal Code, meets the second and fourth Tuesday of each month. On occasion, the Council will hold special study sessions and/or joint meetings with one or both of the Commissions on a fifth Tuesday. Generally, in the summer months, the Council meets once a month and avoids conflicts with major holidays. Staff has prepared the attached schedule for the year 2022 to help in the coordination of these meetings with personal schedules.

#### **FISCAL IMPACT:**

None.

#### **ATTACHMENT:**

City Council 2022 Meeting Schedule

# *City of Atascadero*

## *Office of the City Clerk*

### Atascadero City Council 2022 Meeting Schedule

MEETING DATE	TYPE OF MEETING
January 11	Regular
January 25	Regular
February 8	Regular
February 22	Regular
March 8	Regular
March 22	Regular
April 12	Regular
April 26	Regular
May 10	Regular
May 24	Regular
June 14	Regular
June 28	Regular
July 12	Regular
August 9	Regular
September 13	Regular
September 27	Regular
October 11	Regular
October 25	Regular
November 8	Regular
November 22	Regular
December 13	Regular

*Meetings are held at 6:00 p.m.*

**6500 Palma Avenue, Atascadero, CA 93422  
 (805) 470-3400**



# ***Atascadero City Council***

## ***Staff Report – Community Development Department***

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### **Contract Award General Plan Update Project – Phase 1 Contract (GPA21-0067)**

#### **RECOMMENDATION:**

Council authorize the City Manager to execute a contract with MIG, Inc. to provide planning consultant services for Phase 1 of the preparation of the Atascadero General Plan Update Project.

#### **DISCUSSION:**

The City's existing General Plan was adopted in 2002 and is ready to be updated to accurately reflect our community vision and values and forecast growth and policy objectives through 2045. This comprehensive process is an opportunity to evaluate long-term growth and resources, community health and safety and a host of other topics essential to our quality of life. It's also an opportunity to gauge community values and reflect on past City policy. This process involves substantial public outreach, multiple public hearings, and a significant environmental review process. Commencing this year, the process is expected to run through 2022 and into 2023 before final adoption which is expected in mid-2023. Staff has selected MIG Consultants, Inc. through a Request for Qualifications and interview process. The project will kick off in late 2021 and will return to a hearing process to discuss the full scope with both the Planning Commission and City Council in a joint session in early 2022. The scope will then inform the refined work product and set staff and the Consultant on a path to public outreach opportunities and community research towards new policy development. Although the cost of each phase of the project will not be accurate until scoping process completion, an amount has been estimated for Phase 1 and a contract for subsequent phases will come before Council in early 2022 when the scope has been refined. Phase 1 is estimated to cost \$43,016. A project webpage has already been established so that members of the community can stay up to date on the project timeline and progress: [www.atascadero.org/GeneralPlan2045](http://www.atascadero.org/GeneralPlan2045).

This project will be funded through the City's General Fund. The City has budgeted \$450,000 for fiscal year 2021-22 and \$635,000 for fiscal year 2022-23. Staff will be continuing to seek grant funding opportunities to cover project costs.

The Consultant's preliminary proposal of \$1,101,503 is consistent for this type of work. The final deliverable will be a final general plan with an environmental impact report. The scope of work includes five project phases as follows:

1. Scoping (scope refinement and engagement strategy) (\$43,016)
2. Discovery and Visioning (visioning and technical studies) (\$TBD)
3. Exploring Alternatives (concepts) (\$TBD)
4. A Plan for Atascadero 2045 (preferred alternative & Draft GPU/EIR) (\$TBD)
5. Celebrating our Future (Adoption of the GPU and EIR) (\$TBD)

It is important to note that the scope of work for this project will be refined through a scoping process that will include input from the City Council and Planning Commission. This scoping process will refine the project work scope and provide more clarity and detail. Therefore, the total contract award for the proposed amount is preliminary. The portion of the contract in this report is the amount necessary for phase 1, which is estimated to cost \$43,016.

### **FISCAL IMPACT:**

Approval of Phase I of the planning consultant services will use \$43,016 of budgeted General Funds. The City has budgeted \$450,000 for fiscal year 2021-22 and \$635,000 for fiscal year 2022-23 to encompass all phases of the General Plan Update. Staff will be continuing to seek grant funding opportunities as an alternative to using General Funds.

### **ALTERNATIVES:**

Council may direct staff to modify the scope of work as appropriate.

### **ATTACHMENT:**

MIG, Inc. Contract for Phase 1 of the General Plan Update Project. Full preliminary scope of work and estimated budget for future phases of the project included.

# CITY OF ATASCADERO



CONTRACT FOR  
MIG, Inc.  
for  
General Plan Update Project





**CONSULTANT SERVICES AGREEMENT**  
**FOR THE**  
**CITY OF ATASCADERO**  
  
MIG, Inc.

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation (“City”) and MIG, Inc. (“Consultant” or “MIG”). City and Consultant agree as follows:

1. **SCOPE AND STANDARDS:**

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. **EMPLOYMENT STATUS OF PERSONNEL:**

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. **INDEPENDENT INVESTIGATION**. The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS**. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED**. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than December 31, 2023 unless extended by the mutual agreement of both parties.

4. **COMPENSATION:**

A. **TERMS**. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING**. Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.



5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. **APPROVAL OF STAFF MEMBERS.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. **TERMINATION:**

A. **30 DAYS NOTICE.** The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. **OBLIGATIONS SURVIVE TERMINATION.** Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.



7. **CHANGES:**

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. **PROPERTY OF CITY:**

A. **MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.** It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. **CONSULTANT TO DELIVER CITY PROPERTY.** Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. **CONFLICTS OF INTEREST:**

A. **CONSULTANT** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. **CONFIDENTIAL INFORMATION:**



A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION.** City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONSULTANT PROPERTY.** Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.



12. **COMPLIANCE WITH LAW:**

A. **COMPLIANCE REQUIRED.** Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. **SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. **ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.





15. **LIABILITY OF CONSULTANT:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

16. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, 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 attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. Defense costs shall be limited to claims that are determined to have been caused by the negligence, wrongful acts, errors or omissions.

B. **INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

C. **GENERAL INDEMNIFICATION PROVISIONS.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.



17. **INSURANCE:**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this agreement.

18. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. 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 and in a form acceptable to the City, which the City may specify and change from time to time. 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 therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. **MISCELLANEOUS PROVISIONS:**

A. **ASSIGNMENT OR SUBSTITUTION.** City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent





of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. **AMENDMENTS.** This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION.** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero  
City Manager  
6500 Palma Avenue  
Atascadero, CA 93422

Consultant MIG, Inc  
Laura Stetson  
537 S. Raymond Avenue  
Pasadena, Ca 91105

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. **AUTHORITY TO EXECUTE.** The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

Effective to this 24 day of November, 2021 by the parties as follows.

**MIG**

By: \_\_\_\_\_  
Daniel Iacofano, CEO

Approved as to form:

**CITY OF ATASCADERO**

By: \_\_\_\_\_  
Brian Pierik, City Attorney

By: \_\_\_\_\_  
Rachelle Rickard, City Manager



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**CERTIFICATE OF COMPLIANCE  
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT

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Daniel Iacofano, CEO

MIG, Inc

## EXHIBIT A

### Scope of Work

It is intended that the Consultant shall perform ALL phases (Phases 1 -6) of the General Plan Update Project. Since the scoping of the General Plan Update (included in Phase 1 work) is critical to building and determining a common understanding of the goals and priorities of the General Plan Update Project, refinement of tasks to be performed and expected deliverables in Phases 2-6 will be executed at a later date. This scope of work provides only a general outline of potential work to be performed in Phases 2-6 by the Consultant.

Addendums to this scope of work providing refined tasks, deliverables and schedules shall be prepared, agreed upon and executed by the City and Consultant in advance of the commencement of Phases 2-6. (Understanding that time is of the essence, this will not preclude the City and Consultant from beginning agreed upon tasks in Phases 2-6 while details of those Phases are being worked out)

## PHASE 1 - GENERAL PLAN UPDATE SCOPING

COST: \$43,016

### PHASE 1 TASKS

- **Task 1.1: Coordination with City Staff**  
Key MIG Team members will have a coordination call with City staff to confirm the methods of notification for the January 2022 scoping meeting, the messaging, and dissemination responsibilities. Consultant will review the list of organizations to receive notification.
- **Task 1.2: Initial Kick-off Meeting and City Tour**  
Consultant will meet with City staff to kick off the project, gather data and information based on a data needs list provided by MIG), finalize protocols and communications, discuss the community engagement process, and outline overall expectations and staff's desired project outcomes (to be refined following the scoping meeting). This meeting will provide an opportunity to:
  - Review the draft work scope and project schedule;
  - Discuss project goals, opportunities, and constraints;
  - Discuss available and relevant background information and documents;
  - Discuss the components and approach for the Community Involvement Strategy; and
  - Discuss and confirm communication protocols and project management.Consultant and City staff will also tour the City to identify potential change areas (via car or team bus) and fully understand Atascadero's planning context, mobility enhancement options, character precedents, and economic development opportunities. Consultant will photodocument the tour and provide a summary following the meeting and tour.
- **Task 1.3: Scoping Meeting Briefing Book**  
To provide a common public understanding of what is required to be addressed in a General Plan, the current planning foundation (General Plan guiding principles, goals and policies), and the regional planning context, MIG will prepare a Scoping Meeting Briefing Book for Council members

and Planning Commissioners. The book will be available to them at least two weeks prior to the scoping meeting and can also be made available to the public via the City's website. The book will be prepared in PowerPoint format and will be highly graphic.

- **Task 1.4: Conduct Scoping Meeting**

MIG will conduct a teleconference with City staff to plan the scoping meeting and prepare a PowerPoint presentation based on the briefing book.

The scoping meeting will be held in January 2022 as a joint Planning Commission/City Council session. Consultant will work with staff to establish the session's structure to maximize input from the public, Commission, and Council, and to get clear direction from decision makers regarding content, the community engagement program, and schedule. It is expected that the meeting will be conducted as an in-person event that respects COVID-19 precautions, with a parallel Zoom or similar platform that allows people participate virtually. It is expected that Laura Stetson, Dan Amsden, and Noe Noyola of MIG will attend the meeting in person to facilitate the meeting, with graphic recording the input on a wall graphic. The other team members will be available via the virtual platform for questions from the Council, Commission, and public. Consultant anticipates a three-hour meeting divided into two parts: 1) defining general direction for the content and structure of the new General Plan and 2) outlining the public engagement strategy. The meeting will begin with a presentation regarding:

- Importance of the General Plan
- Overview of required General Plan content
- Summary of current Atascadero General Plan
- Local and regional trends and influences to consider in creating the General Plan scope
- The preliminary work program and schedule MIG developed as part of the interview process, largely to illustrate program phases and key milestones in a General Plan work program

Key Consultant personnel will then facilitate the first part of the discussion focused on:

- Local considerations of top, medium, and low priority
- The big ideas for Atascadero to be considered in the General Plan program
- How to structure the General Plan to capture all topics important to the community

Consultant will capture the ideas on a wall graphic in real time. The outcome will be a framework for the General Plan and the General Plan program structure. We do not plan to engage in a discussion about the vision for Atascadero during the scoping meeting nor specific policy direction, as these topics merit broad public engagement during subsequent phases of the work program.

For the second part of the meeting, Consultant will lead the conversation regarding methods of public engagement that will result in robust involvement and input from Atascadero residents, business owners, and other community groups. Consultant will present options for upfront interviews, workshops (in-person and online), surveys, pop-up events, and study sessions. Consultant will also look to the Council and Commission to identify community groups for targeted outreach, such as business organizations, homeowner associations, and often under-represented voices. Consultant will refine the outcome will be a preliminary community engagement strategy refine with City staff following the study session.

- **Task 1.5: Community Involvement Strategy**

Based on the input from the scoping meeting, Consultant will prepare a detailed community involvement strategy that identifies all events and activities and integrates them into the overall work program. The associated budget will also be prepared. A draft of the strategy and budget will be provided to City staff for review, and the versions approved by staff will be incorporated into the work program for the contract.

In addition, Consultant will work closely with City staff at the onset of the project during this task to help form the two key advisory groups, if the Council and Commission direct inclusion of these groups in the process. Consultant highly recommend using an internal General Plan Technical Advisory Committee to ensure participation from all City departments.

- **General Plan Advisory Committee (GPAC):** Consultant will work with City staff to identify a list of potential members for the GPAC. The GPAC's purpose is to fully involve the community in the General Plan Update process and ensure their input and interests are heard and reflected in the updated plan. We anticipate that the GPAC will provide comments on major ideas and draft reports throughout the process and in particular, detailed input on draft and preferred land use and transportation alternatives, and the draft General Plan document. As part of this task, MIG will help the City form the GPAC. The GPAC should include residents, business owners, property owners, environmental group representatives, housing advocates, and members of the development community. GPAC members will be identified and asked to participate throughout the project. Consultant will also develop a GPAC Organizing Framework document that will include purpose, roles, responsibilities, and procedures for the group.
  - **General Plan Technical Advisory Committee (GPTAC).** Consultant will work with City staff to form a GPTAC that will be made up of (but not limited to) representatives from all City departments, the City Attorney's office, and other partner public agencies (e.g., Atascadero Unified School District, San Luis Obispo County, Caltrans, etc.). The GPTAC will meet during the General Plan Update process and will be primarily focused on ensuring the technical accuracy of the General Plan and its associated environmental review
- **Task 1.6: Updated General Plan Update Work Program**

As part of our interview process and as requested by the City, Consultant has already prepared a preliminary work program. As noted above, this will be shared during the scoping meeting so the Council and Commission can understand the work program phases, interrelationships of proposed engagement activities to research work and deliverables, and the required components of a General Plan. During the scoping meeting, the Council and Commission will provide direction regarding priorities, topics to address, General Plan structure, and schedule. From that direction, the Consultant will prepare the administrative draft of the entire work program and budget for City review and revision of the scope of services and costs for this contract. We will create the final work program and budget to incorporate City staff's directed refinements.

### PHASE 1 DELIVERABLES

- City Tour Map (Illustrator/PDF)
- Kick-off Meeting Agenda (Word/PDF)
- Data and Materials Request List (Word/PDF)
- Draft and Final Scoping Meeting Briefing Book (PowerPoint/PDF)
- Scoping Meeting Agenda (Word/PDF)
- Scoping Meeting Presentation (PowerPoint/PDF)

- Scoping Meeting Concise Summary (Word/PDF)
- Draft and Final Community Engagement Strategy (Word/PDF)
- Draft and Final Work Program, Budget, and Schedule (Word/PDF)
- Addendum to this agreement that would include a refined Scope of Work for Phases 2-6 and related costs in accordance with the direction provided by Council in this Phase.

## PHASE 2 DISCOVERY AND VISIONING

The exact scope and breadth of Phase 2 work will be refined and negotiated as a part of Phase I work. An addendum detailing out the exact scope and cost will be executed after completion of Task 1.4 Conduct Scoping Meeting and near the time of commencement of Phase 2 work. Typical tasks and deliverables for Phase 2 are expected to include:

EXPECTED COST: TBD. Estimated cost estimate range: \$250,000-\$350,000. Costs are to be determine and negotiated based on the scope of the Project as determined in Phase I at the hourly rates as shown in Exhibit B.

### PHASE 2 EXPECTED TASKS

- Task 2.1: Notifications, Surveys and Translation Services
  - Project Branding
  - Project eNewsletters and eBlasts
  - Social Media Updates
  - Online Surveys:
- Task 2.2: Interactive Project Porta
- Task 2.3: Council, Commission, and Affinity Group Discussion
- Task 2.4: Base Mapping
- Task 2.5: Technical Studies
  - Land Use and Community Form Technical Study
  - Fiscal Conditions.
  - Real Estate Trends and Market Opportunities.
  - Biological Resources Technical Study.
  - Cultural Resources Technical Study.
  - Traffic and Mobility Technical Study.
  - Noise Technical Study.
  - Infrastructure Technical Study.
  - Parks and Recreation Technical Study.
  - Economic Conditions Technical Study.
  - Environmental Justice and Equity Technical Study.
- Task 2.6: Existing Conditions and Policy Implications Atlas
- Task 2.7: Community Engagement Series #1 - Vision for the Future
  - Technical Advisory Committee (GPTAC) Meeting #1
  - General Plan Advisory Committee Meetings #1.
  - Targeted Outreach #1.
  - Community Workshop #1.

- Task 2.8: Draft Vision and Guiding Principles
- Task 2.9: Planning Commission Study Session
- Task 2.10: City Council Study Session

### PHASE 2 DELIVERABLES

- Kick-Off Meeting Agenda, Presentation and Summary (Word/PPT/PDF)
- Project Schedule (InDesign/PDF)
- General Plan Advisory Committee Formation and Organizing Framework (Word/PDF)
- Technical Advisory Committee Formation and Roles (Word/PDF)
- Project Branding Materials, including name, logo, icons, message (Illustrator/PDF/JPEG)
- Newsletters and Email Blasts (Digital/PDF)
- Social Media Updates (Digital)
- Online Surveys (Digital)
- Project Webpage (HTML/CSS)
- Stakeholder Interview questions and summary (Word/PDF)
- Base Mapping (Illustrator/GIS/PDF)
- Administrative Draft Technical Studies: Land Use and Urban Form; Biological Resources; Cultural Resources; Traffic and Mobility; Noise; Infrastructure; Parks and Recreation; and Economic Conditions (Word/PDF)
- Final Draft Technical Studies (Word/PDF)
- Existing Conditions and Policy Implications Atlas (PowerPoint/PDF/10 hard copies)
- GPTAC Meeting #1 agenda, presentation and summary (Word/PowerPoint/PDF)
- Targeted Stakeholder Outreach #1 summary (Word/PDF)
- GPAC Meeting #1 agenda, presentation and summary (Word/PowerPoint/PDF)
- Draft General Plan Vision and Guiding Principles (InDesign/PDF)
- Community Workshop #1 notice, agenda, presentation and summary (Word/PowerPoint/PDF)
- Planning Commission Study Session presentation and summary (PowerPoint/Word/PDF)
- City Council Study Session presentation and summary (PowerPoint/Word/PDF)

### **PHASE 3 EXPLORING ALTERNATIVES**

The exact scope and breadth of Phase 3 work will be refined and negotiated as a part of Phase I work. An addendum detailing out the exact scope and cost will be executed after completion of Task 1.4 Conduct Scoping Meeting and prior to the time of commencement of Phase 3 work. Typical tasks and deliverables for Phase 3 are expected to include:



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EXPECTED COST: TBD. Estimated cost estimate range: \$125,000-\$175,000. Costs are to be determine and negotiated based on the scope of the Project as determined in Phase I at the hourly rates as shown in Exhibit B.

### PHASE 3 EXPECTED TASKS

- Task 3.1: Team Planning Charrette #1
- Task 3.2: Urban Footprint Land Use Alternatives
- Task 3.3: Concept Alternatives Summary
  - Impacts on Public Service Expenditures
  - Impacts on General Fund Revenues
  - Net Fiscal Impact on General Fund
- Task 3.4: Community Engagement Series #2 – Exploring the Possibilities
  - Technical Advisory Committee (TAC) Meeting #2.
  - General Plan Advisory Committee Meetings #2.
  - Targeted Stakeholder Outreach #2
  - Community Workshop 2
- Task 3.5: Planning Commission Study Session
- Task 3.6: City Council Study Session
- Task 3.7: Emerging Preferred General Plan Alternative

### PHASE 3 DELIVERABLES

- Team Charrette materials and summary (Word/GIS/PDF)
- Draft Focus Areas of Change (Illustrator/PDF)
- Three Land Use Scenarios for each Focus Area, with UrbanFootprint outputs (UF/GIS/PDF)
- Administrative Draft Concept Alternatives Summary (InDesign/PDF/10 hard copies)
- GPTAC Meeting #2 agenda, presentation and summary (Word/PowerPoint/PDF)
- Targeted Stakeholder Outreach #2 summary (Word/PDF)
- GPAC Meeting #3 and #4 notices, agendas, presentations and summaries (Word/PowerPoint/PDF)
- Draft General Plan Vision and Guiding Principles (InDesign/PDF)
- Community Workshop #2 notice, agenda, presentation and summary (Word/PowerPoint/PDF)
- Planning Commission Study Session presentation and summary (PowerPoint/Word/PDF)
- City Council Study Session presentation and summary (PowerPoint/Word/PDF)
- Final Concept Alternatives Summary (InDesign/PDF/10 hard copies)
- Final Community Vision and Guiding Principles (InDesign/PDF)
- Emerging Preferred General Plan Alternative (Illustrator/Word/PDF)

## **PHASE 4 A PLAN FOR ATASCADERO 2045**

The exact scope and breadth of Phase 4 work will be refined and negotiated as a part of Phase I work. An addendum detailing out the exact scope and cost will be executed after completion of Task 1.4 Conduct Scoping Meeting and prior to the time of commencement of Phase 4 work. Typical tasks and deliverables for Phase 4 are expected to include:

EXPECTED COST: TBD. Estimated cost estimate range: \$400,000-\$450,000. Costs are to be determine and negotiated based on the scope of the Project as determined in Phase I at the hourly rates as shown in Exhibit B

### PHASE 4 EXPECTED TASKS

- Task 4.1: General Plan Framework
- Task 4.2: Administrative Draft 2045 General Plan
  - Introduction
  - Land Use and Community Form Element
  - Mobility Element
  - Conservation and Open Space Element
  - Noise Element
  - Safety Element
  - Economic Development Element
  - Environmental Justice Element
  - Public Services and Infrastructure Element
  - Implementation Plan
- Task 4.3: Community Draft 2045 General Plan
- Task 4.5: Community Engagement Series #3 - General Plan Open House
  - Technical Advisory Committee Meeting #3
  - General Plan Advisory Committee Meetings #3, #4 and #5
  - Community Open House
- Task 4.6: Planning Commission Study Session
- Task 4.7: City Council Study Session
- Task 4.8: Draft 2045 General Plan
- Task 4.9: CEQA Initiation (IS, NOP, Scoping Meeting)
- Task 4.10: Draft Program EIR
  - CEQA Guidelines sections:
    - 15183 – Projects Consistent with a Community Plan or Zoning
    - 15183.3 – Streamlining for Infill Projects
    - 15152 – Tiering
    - 15162 – Subsequent EIRs and Negative Declarations
    - 15163 – Supplement to an EIR
    - 15168 – Program EIR

- 14 focus topics will be of importance
  1. Aesthetics
  2. Air Quality
  3. Biological Resources
  4. Cultural and Historic Resources
  5. Energy Use/Conservation
  6. Geology and Soils
  7. Greenhouse Gas Emissions (GHG )
  8. Hazards and Hazardous Materials
  9. Hydrology and Water Quality
  10. Land Use and Planning
  11. Noise and Vibration
  12. Population and Housing
  13. Public Services (including recreation)
  14. Transportation and Utilities and Service Systems

#### PHASE 4 DELIVERABLES

- Draft General Plan Framework (InDesign/PDF)
- Final General Plan Framework (InDesign/PDF)
- Administrative Draft 2045 General Plan (Word/Illustrator/GIS/PDF/5 printed copies)
- Community Draft 2045 General Plan (Word or InDesign/Illustrator/PDF)
- GPTAC Meeting #4 agenda, presentation, and summary Word/PowerPoint/PDF)
- GPAC Meeting #3, #4 and #5 notices, agendas, presentations, and summaries (Word/PowerPoint/PDF)
- Draft General Plan Vision and Guiding Principles (InDesign/PDF)
- Community Workshop #2 notice, agenda, presentation, and summary (Word/PowerPoint/PDF)
- Planning Commission Study Session presentation and summary (PowerPoint/Word/PDF)
- City Council Study Session presentation and summary (PowerPoint/Word/PDF)
- Draft 2045 General Plan (Word or InDesign/PDF/10 hard copies)
- CEQA Initial Study and Notice of Preparation (Word/PDF)
- Administrative Draft Program EIR (Word/PDF)
- Screencheck Draft Program EIR (Word/PDF)
- Public Release Draft Program EIR (Word/PDF)

#### **PHASE 5 CELEBRATE OUR FUTURE**

The exact scope and breadth of Phase 5 work will be refined and negotiated as a part of Phase I work. An addendum detailing out the exact scope and cost will be executed after completion of Task 1.4

Conduct Scoping Meeting and prior to the time of commencement of Phase 5 work. Typical tasks and deliverables for Phase 5 are expected to include:

EXPECTED COST: TBD. Estimated cost estimate range: \$50,000 – \$75,000. Costs are to be determine and negotiated based on the scope of the Project as determined in Phase I at the hourly rates as shown in Exhibit B

#### PHASE 5 EXPECTED TASKS

- Task 5.1: Final EIR
- Task 5.2: Planning Commission Public Hearings (2)
- Task 5.3: City Council Public Hearings (2)
- Task 5.4: Final 2045 General Plan (print copy version)
- Task 5.5: Final 2045 General Plan ePlan (online version)
  - Custom Software (optional add)

#### PHASE 5 DELIVERABLES

- Final Program EIR (Word/PDF)
- Final 2045 General Plan – Print Version (Word or InDesign/PDF)
- Final 2045 General Plan – Online ePlan Version (Digital/Tangerine)
- Planning Commission Public Hearings presentations (PowerPoint/PDF) (optional add)
- City Council Public Hearings presentations (PowerPoint/PDF)

### **PHASE 6 ONGOING TEAM COORDINATION**

The exact scope and breadth of Phase 6 work will be refined and negotiated as a part of Phase I work. An addendum detailing out the exact scope and cost will be executed after completion of Task 1.4 Conduct Scoping Meeting and prior to the time of commencement of Phase 6 work. Typical tasks and deliverables for Phase 6 are expected to include:

EXPECTED COST: TBD. Estimated cost estimate range: \$50,000-\$75,000. Costs are to be determine and negotiated based on the scope of the Project as determined in Phase I at the hourly rates as shown in Exhibit B

#### PHASE 6 EXPECTED TASKS

- Task 6.1: Client Coordination Calls and Meetings (24 months)
- Task 6.2: Ongoing Project Management (24 months)
- Task 6.3: Other Agency Meetings (15)

**EXHIBIT B**  
**Compensation and Method of Payment**

***TOTAL COST OF CONTRACT NOT TO EXCEED*** **\$ 43,016**  
***WITHOUT PRIOR WRITTEN AUTHORIZATION***

Services for Phases 1-6 will be conducted on a time and material basis not to exceed for each Phase or group of Phases as negotiated at the hourly rates as set forth in Table B-1. Prior to the scoping meeting as outlined in Phase 1, it is estimated that the total cost of this contract will be between \$900,000 and \$1,500,000.

Services for Phase 1 will be conducted on a time and material basis not to exceed \$ 43,016 All additional services authorized by the City of Atascadero, not included in the scope of services for Phase 1 as defined by this contract, including the scope of work and estimated not to exceed prices for Phases 2-6 shall be approved in writing by the Consultant and City prior to or near the commencement of work in that Phase. All work authorized by a City of Atascadero will be compensated at the same hourly cost for the defined services as agreed to in the attached Table B-1. Payment will be made within 30 days after receipt and approval of invoice.

Payments to the consultant in excess of the Phase 1 contract amount of \$ 43,016 will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

MIG, Inc

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Daniel Iacofano, CEO

**EXHIBIT B  
Compensation and Method of Payment**

**TABLE B-1  
HOURLY RATES**

<b>Professional Service Provided</b>		<b>Intial Person Assigned</b>	<b>Hourly Rate</b>
MIG	Principal In Charge	L. Stetson	\$ 225.00
MIG	Project Manager	D. Amsden	\$ 195.00
MIG	Zoning/Reg. Lead	G. Sharrow	\$ 160.00
MIG	Urban Planner / GIS Specialist	J. Rodriguez	\$ 150.00
MIG	Engagement Lead	N. Noyola	\$ 140.00
MIG	Website and Technology	R. Bullard	\$ 145.00
MIG	Environmental & CEQA Associates	-	\$ 130.00
MIG	Planning & Engagement Associates	-	\$ 115.00
MIG	Project Administrator	-	\$ 120.00
SWCA	Project Manager	E. Creel	\$ 210.00
SWCA	Environmental Planner	B. Cummings	\$ 143.00
SWCA	Natural Resources	J. Claxton	\$ 210.00
SWCA	Senior Biologist	-	\$ 160.00
SWCA	Biologist	-	\$ 112.00
SWCA	Cultural Resources Team Leader	L. Leroy	\$ 205.00
SWCA	Archeologist/Architectural	-	\$ 145.00
SWCA	CADD/GIS	-	\$ 133.00
SWCA	Technical Editor	-	\$ 123.00
CCTC	Principal	-	\$ 220.00
CCTC	Senior Engineer	-	\$ 185.00
CCTC	Engineer	-	\$ 115.00
CCTC	Graphics	-	\$ 95.00
EPS	Principal	A. Kanat	\$ 275.00
EPS	Senior Assoicate	J. Cranor	\$ 205.00
BKF	Principal	-	\$ 251.00
BKF	Associate/Senior PM	-	\$ 219.00
BKF	Senior Project Engineer	-	\$ 183.00
Ambient	Senior Staff	-	\$ 155.00
Ambient	Analyst	-	\$ 65.00



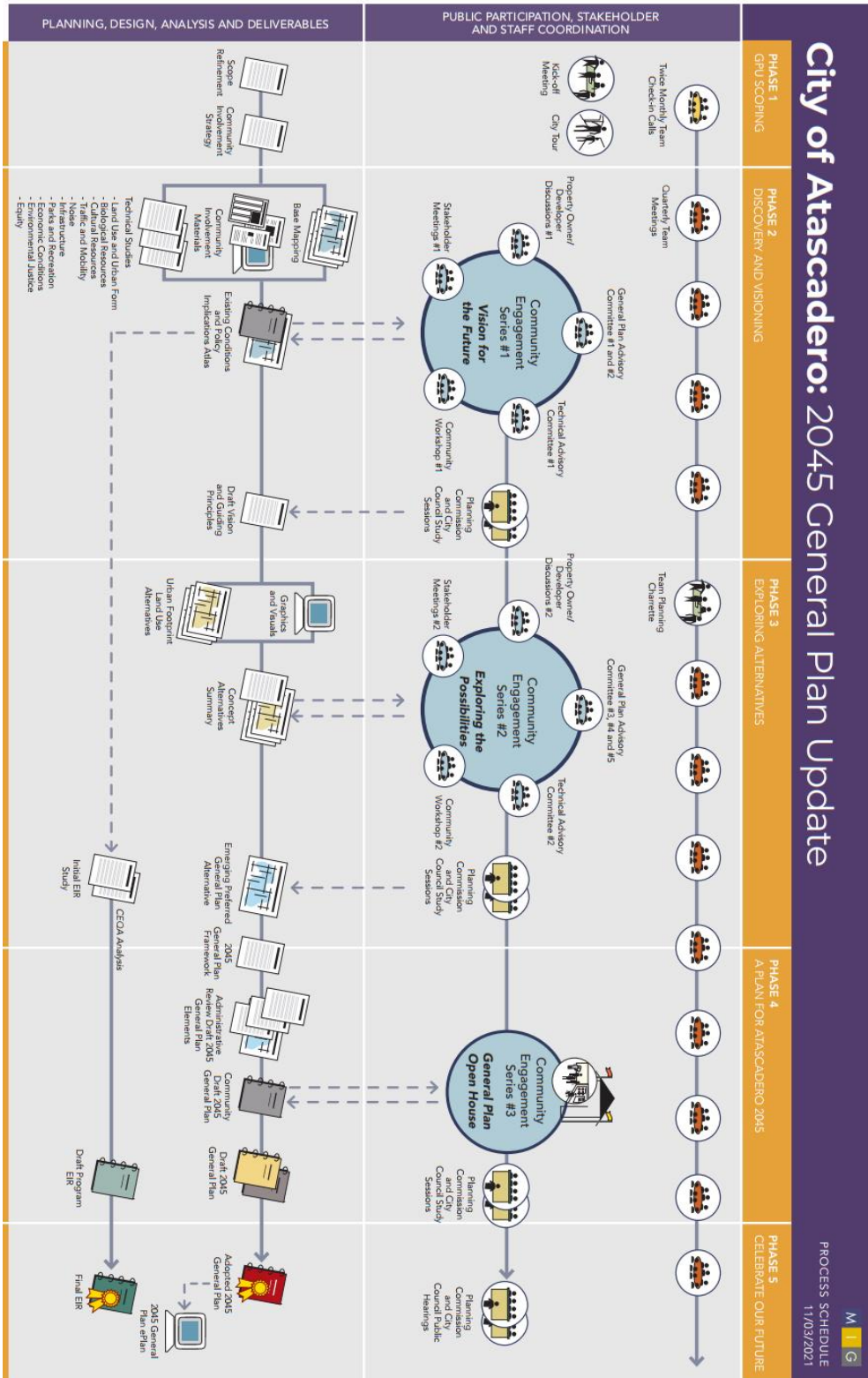


CCTC								EPS				BKF				AMBIENT				PROFESSIONAL FEES TOTALS										
Principal		Senior Engineer		Engineer		Graphics		CCTC TOTALS		A. Kanat Principal		J. Cranor Senior Associate		EPS TOTALS		Principal		Associate/Senior PM			Senior Project Engineer		BKF TOTALS		Senior Staff		Analyst		AMBIENT TOTALS	
Hrs@	\$220	Hrs@	\$185	Hrs@	\$115	Hrs@	\$95			Hrs@	\$275	Hrs@	\$205			Hrs@	\$251	Hrs@	\$219		Hrs@	\$183			Hrs@	\$155	Hrs@	\$65		
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$2,240
4	\$880	0	\$0	0	\$0	0	\$0	4	\$880	8	\$2,200	8	\$1,640	16	\$3,840	0	\$0	4	\$876	0	\$0	4	\$876	8	\$1,240	0	\$0	8	\$1,240	\$13,696
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$1,100	8	\$1,640	12	\$2,740	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$7,690
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$8,070
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$9,140
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$2,180
4	\$880	0	\$0	0	\$0	0	\$0	4	\$880	12	\$3,300	16	\$3,280	28	\$6,580	0	\$0	4	\$876	0	\$0	4	\$876	8	\$1,240	0	\$0	8	\$1,240	\$43,016
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$20,470
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$25,090
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$12,840
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$12,580
60	\$13,200	60	\$11,100	60	\$6,900	8	\$760	188	\$31,960	30	\$8,250	50	\$10,250	80	\$18,500	4	\$1,004	70	\$15,330	20	\$3,660	94	\$19,994	10	\$1,550	80	\$5,200	90	\$6,750	\$143,332
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$24,310
4	\$880	4	\$740	0	\$0	0	\$0	8	\$1,620	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$44,370
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$7,020
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
64	\$14,080	64	\$11,840	60	\$6,900	8	\$760	196	\$33,580	30	\$8,250	50	\$10,250	80	\$18,500	4	\$1,004	70	\$15,330	20	\$3,660	94	\$19,994	10	\$1,550	80	\$5,200	90	\$6,750	\$300,552
4	\$880	0	\$0	0	\$0	0	\$0	4	\$880	2	\$550	1	\$205	3	\$755	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$9,465
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$20,720
8	\$1,760	12	\$2,220	16	\$1,840	0	\$0	36	\$5,820	32	\$8,800	50	\$10,250	82	\$19,050	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$48,380
4	\$880	4	\$740	0	\$0	0	\$0	8	\$1,620	5	\$1,375	5	\$1,025	10	\$2,400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$46,770
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
4	\$880	0	\$0	0	\$0	0	\$0	4	\$880	2	\$550	1	\$205	3	\$755	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$13,615
20	\$4,400	16	\$2,960	16	\$1,840	0	\$0	52	\$9,200	41	\$11,275	57	\$11,685	98	\$22,960	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$149,490
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$4,940
24	\$5,280	24	\$4,440	0	\$0	0	\$0	48	\$9,720	20	\$5,500	42	\$8,610	62	\$14,110	0	\$0	18	\$3,942	0	\$0	18	\$3,942	0	\$0	0	\$0	0	\$0	\$131,622
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$18,270
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0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,270
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0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$6,560
60	\$13,200	60	\$11,100	60	\$6,900	6	\$570	186	\$31,770	0	\$0	0	\$0	0	\$0	2	\$502	50	\$10,950	20	\$3,660	72	\$15,112	165	\$25,575	315	\$20,475	480	\$46,050	\$210,084
84	\$18,480	84	\$15,540	60	\$6,900	6	\$570	234	\$41,490	20	\$5,500	42	\$8,610	62	\$14,110	2	\$502	68	\$14,892	20	\$3,660	90	\$19,054	165	\$25,575	315	\$20,475	480	\$46,050	\$422,856
8	\$1,760	8	\$1,480	0	\$0	0	\$0	16	\$3,240	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	25	\$3,875	45	\$2,925	70	\$6,800	\$34,928
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$7,880
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$7,880
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$13,340
8	\$1,760	8	\$1,480	0	\$0	0	\$0	16	\$3,240	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	25	\$3,875	45	\$2,925	70	\$6,800	\$64,028
8	\$1,760	4	\$740	0	\$0	0	\$0	12	\$2,500	12	\$3,300	12	\$2,460	24	\$5,760	0	\$0	4	\$876	0	\$0	4	\$876	0	\$0	0	\$0	0	\$0	\$38,856
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$13,380
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$6,700
8	\$1,760	4	\$740	0	\$0	0	\$0	12	\$2,500	12	\$3,300	12	\$2,460	24	\$5,760	0	\$0	4	\$876	0	\$0	4	\$876	0	\$0	0	\$0	0	\$0	\$58,936
188	\$41,360	176	\$32,560	136	\$15,640	14	\$1,330	514	\$90,890	115	\$31,625	177	\$36,285	292	\$67,910	6	\$1,506	146	\$31,974	40	\$7,320	192	\$40,800	208	\$32,240	440	\$28,600	648	\$60,840	\$1,038,878
									\$9,905						\$1,400								\$0						\$520	\$12,625
									\$100,795						\$69,310								\$40,800						\$61,360	\$1,101,503

\$35,000 - \$45,000



# EXHIBIT C Schedule



## EXHIBIT D

### Insurance Requirements

#### **INSURANCE REQUIREMENTS: CONSULTANT SERVICES**

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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 project, 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.

**Additional Insured**

The City of Atascadero will need to be added to the policy as Additional Insured by endorsement, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

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.



# ***Atascadero City Council***

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## ***Staff Report - City Manager***

### **Virtual Meetings – AB 361 Requirements**

#### **RECOMMENDATION:**

Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to continue to allow for the conduct of virtual meetings.

#### **DISCUSSION:**

On March 4, 2020, Governor Newsom declared a state of emergency due to the novel coronavirus COVID-19. That declaration is still in effect. Since March 12, 2020, Executive Orders from the Governor relaxed various Brown Act meeting requirements relating to teleconferencing rules, temporarily suspending the Brown Act provisions requiring the physical presence of council, board and commission members at public meetings. The most recent extension of those Orders expired on September 30, 2021.

On Friday, September 17, 2021, the Governor signed AB 361. AB 361 amends Government Code section 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. The newly enacted Government Code Section 54953(e) creates alternate measures to protect the ability of the public to appear before local legislative bodies.

With the passage of AB 361, local agencies are allowed to continue to conduct virtual meetings during a declared state of emergency, provided local agencies comply with specified requirements. The City Council previously adopted Resolution No. 2021-066 on September 28, 2021, finding that the requisite conditions exist for the legislative bodies of the City of Atascadero to conduct remote teleconference meetings in compliance with AB 361. (Government Code Section 54953(e).) AB 361 requires the City Council to reconsider the circumstances of the state of emergency not later than 30 days after teleconferencing for the first time pursuant to AB 361 and every 30 days thereafter in order to continue to conduct remote teleconference meetings. The City Council previously adopted Resolution No. 2021-069 on October 26, 2021 and Resolution No. 2021-073 on November 23, 2021, making the requisite findings to continue remote teleconferencing.

In order to continue remote teleconferencing, the City Council must make the following findings (Gov. Code § 52953(e)(3)):

- The City Council has reconsidered the circumstances of the state of emergency.
- Any of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - State or local officials continue to impose or recommend measures to promote social distancing.

On August 31, 2021, County Health Officer issued Order No. 6 requiring face coverings in all public indoor settings and this order continues to remain in effect. Additionally, the City remains subject to the State Occupational Safety and Health Administration (CalOSHA) regulations which, among other requirements, obligate an employer to provide training to employees on COVID-19 transmission and risk reduction, including “The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19, but are most effective when used in combination.” (CCR Section 3205(c)5(D).)

Adoption of the Draft Resolution reaffirms the Health Officer Order and CalOSHA requirements as the basis for continuing to meet virtually. Additionally, adoption of the Draft Resolution does not prohibit the conduct of a traditional or hybrid meeting if the circumstances of the declared health emergency change.

**FISCAL IMPACT:**

None.

**ATTACHMENT:**

Draft Resolution

**DRAFT RESOLUTION**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ATASCADERO, CALIFORNIA,  
PROCLAIMING THE CONTINUING NEED TO MEET BY  
TELECONFERENCE PURSUANT TO  
GOVERNMENT CODE SECTION 54953(e)**

**WHEREAS**, all meetings of the City of Atascadero legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, Government Code section 54953(e) was added by AB 361, signed by Governor Newsom on September 17, 2021; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

**WHEREAS**, on March 17, 2020, the City of Atascadero declared a State of Emergency as a result of the COVID-19 pandemic; and

**WHEREAS**, such State of Emergency remains in effect; and

**WHEREAS**, COVID-19 continues to threaten the health and lives of City of Atascadero residents; and

**WHEREAS**, the Delta variant is highly transmissible in indoor settings and breakthrough cases are becoming more common; and

**WHEREAS**, local officials have imposed or recommended measures to promote social distancing to include the wearing of masks indoors, regardless of vaccination status; and

**WHEREAS**, the City Council previously adopted Resolution No. 2021-066 on September 28, 2021, Resolution No. 2021-069 on October 26, 2021, and Resolution No. 2021-073 on November 23, 2021, finding that the requisite conditions exist and continue to exist for the legislative bodies of the City of Atascadero to conduct remote teleconference meetings in compliance with Government Code Section 54953(e); and

**WHEREAS**, Government Code Section 54953(e) requires that the City Council must reconsider the circumstances of the state of emergency every 30 days in order to continue to conduct remote teleconference meetings in compliance with AB 361.

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

**SECTION 1. Recitals.** The above recitals are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Findings.** The City Council does hereby find that:

1. The City Council has reconsidered the circumstances of the state of emergency declared as a result of the COVID-19 pandemic.
2. The COVID-19 pandemic continues to directly impact the ability of the members to meet safely in person whereby holding legislative body meetings in person will present imminent risk to the health and safety of attendees.
3. State or local officials continue to impose or recommend measures to promote social distancing.

**SECTION 3. Compliance with Government Code Section 54953(e).** The City Council and other legislative bodies will continue to meet by teleconference in accordance with Government Code section 54953(e).

**SECTION 4. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Atascadero may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On motion by Council Member \_\_\_\_ and seconded by Council Member \_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

CITY OF ATASCADERO

\_\_\_\_\_  
Heather Moreno, Mayor

ATTEST:

\_\_\_\_\_  
Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian A. Pierik, City Attorney



# ***Atascadero City Council***

## ***Staff Report – Public Works Department***

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### **2022 Community Development Block Grant Draft Recommendations**

#### **RECOMMENDATION:**

Council develop and adopt draft recommendations for the 2022 Community Development Block Grant (CDBG) funds.

#### **DISCUSSION:**

##### Background

The 2022 CDBG award process began in the fall of 2021. Workshops were held throughout the County to solicit public comment on community needs. The County published a request for CDBG proposals and the City received six applications. Total available funding for the 2022 cycle, based on previous levels, is anticipated to be approximately \$139,465. Final funding amounts are anticipated to be released by the Department of Housing and Community Development (HUD) in spring 2022.

CDBG funds are available for community development activities, which meet at least one of the three national objectives:

1. A benefit to low and moderate-income persons;
2. Aid in the prevention or elimination of blight;
3. Address urgent needs that pose a serious and immediate threat to the health or welfare of the community.

In order for a program to qualify under the low and moderate income objective, at least 51% of the persons benefiting from the project or program must earn no more than 80% of the area median. Additionally, at least 70% of the CDBG funds must be spent toward this objective.

There is a minimum award threshold of \$8,000 per project, meaning the City can only allocate less than \$8,000 for a particular public service activity if another agency in the County commits to programming the remainder to equal a Countywide cumulative total of at least \$8,000. This will apply to the 2022 application from the 5 Cities Homeless Coalition for \$2,100.



The following criteria should also be used to guide selection of CDBG programs:

1. The proposal is consistent with the national objectives and eligibility criteria of the HUD CDBG program;
2. The proposal is consistent with the Urban County Consolidated Plan;
3. The proposal is consistent with the General Plan and other City codes/ordinances.
4. The proposal will achieve multiple community development objectives;
5. The proposal can be implemented in a timely manner, without significant environmental, policy, procedural, legal, or fiscal obstacles to overcome; and
6. The project is not financially feasible without CDBG funding.

Analysis

The City received the following applications for the 2022 funding cycle:

<b>Public Facilities (PF) and Housing Projects (HP) – Estimated 2022 Allocation \$90,652</b>	
City of Atascadero – Santa Rosa (PF)	\$95,000
Peoples’ Self Help Housing – Del Rio Ridge (HP)	139,465
<b>Public Services – Limited to 15% of 2022 Allocation (\$20,920)</b>	
City of Atascadero – Youth Activity Scholarships	12,500
El Camino Homeless Organization (ECHO) – Operation of Homeless Shelter	13,000
5 Cities Homeless Coalition – Subsistence Payments, Homeless Assistance & Security Deposits	2,100
Peoples’ Self Help Housing – Supportive Housing Program	21,383
<b>Administration – Limited to 20% of 2022 Allocation (\$27,893)</b>	
City Program Administration Costs	9,763
County Program Administration Costs	18,130
<b>Total Funds Requested</b>	<b>\$311,341</b>

Atascadero received two applications for Public Facilities/Housing Projects totaling \$234,465, which exceeds the estimated allocation of \$90,652 by \$143,813. There are four applicants for public services funding with the requests totaling \$48,983, exceeding the estimated public service allocation of \$20,920 by \$28,063. As part of the CDBG process, Council must develop a draft recommendation for the 2022 grant year that meets the funding criteria while adhering to the categorical limits.

Remaining 2018 Traffic Way Sidewalk Accessibility project and 2020 Youth Scholarship funds are recommended to be reallocated to the 2022 Santa Rosa Accessibility project.

<b>Administrative Reallocation- City of Atascadero</b>	
2018 Traffic Way Accessibility Reallocation to 2022 Santa Rosa Accessibility	\$24,847
2020 Youth Scholarship Reallocation to 2022 Santa Rosa Accessibility	277
<b>Total Administration Reallocation to Santa Rosa Accessibility</b>	<b>\$25,124</b>

Upon approval, the draft funding recommendations will be forwarded to the County for publishing along with recommendations from all participating agencies. A minimum of 30 days after publication, a second workshop will be held to allow questions from applicants regarding the draft recommendations, after which the draft allocations will be forwarded to City Council, with comments from the workshop, for final approval and forwarded to the County Board of Supervisors. The following is a brief explanation of the funding groups and applications within each:

**PUBLIC FACILITIES (PF) & HOUSING PROJECTS (HP) 2022 Funds Available: \$90,652**

*Public Facilities are defined as activities relating to real property, including the acquisition, construction, rehabilitation or installation of public improvements.*

City of Atascadero – Santa Rosa Barrier Removal Project (PF)  
Funds Requested: \$95,000

The Santa Rosa sidewalk, from the northwest corner of El Camino Real to the north bound Freeway 101 on ramp (adjacent to Motel 6), warrants improvements to increase accessibility for the traveling public due to its dilapidated and non-compliant condition. This project proposes to remove and replace approximately 400 linear feet of currently non-ADA compliant sidewalk between El Camino Real and the US 101 northbound on-ramp, and a curb ramp at the NW corner of El Camino Real and Santa Rosa Road. In addition, a small (3'-5') retaining wall, handrail, and associated curb and gutter work will complete the project. The infrastructure improvements providing wheelchair ramps and ADA compliant sidewalks will aid those with mobility impairments.

Council approved this project for CDBG funding in 2020 and it is currently in the final design phase with the City's engineering consultant. An updated engineer's estimate shows a substantial increase in project cost from the original estimate created in 2019. The updated project costs are estimated at \$235,000 with \$115,937 previously allocated in 2018 (reallocated funds) and 2020 CDBG funds leaving a project shortfall of \$119,000. 2022 CDBG funds, along with the Traffic Way Accessibility and Youth Scholarship reallocations could provide the funding needed to complete the Santa Rosa Barrier Removal project.

Peoples' Self Help Housing (PSHH) – Del Rio Ridge (HP)  
Funds Requested: \$139,465

PSHH is proposing to develop an affordable multi-family residential apartment project on a 1.95-acre project site located east of Highway 101 and accessed off El Camino Real (2455 El Camino Real / APN 049-151-056) in Atascadero. The project will provide 42 units, which will be 100% affordable. The apartments will range from 1, 2, and 3 bedroom units. The project will target income levels of extremely low, to low income.

Amenities would include a 3,865 square foot community room with a kitchen, multipurpose room, laundry facilities, restrooms, and office space for the onsite manager and resident supportive services. Other amenities will include a courtyard with children's play equipment and a basketball court.

CDBG funds of \$139,465 and HOME-ARP funds of \$600,000 would be used to assist in repaying the acquisition costs for Del Rio Ridge. Title 29 funds of \$229,700, City of Atascadero in-lieu funds of \$400,000 and SLO Housing Trust Fund funds of \$800,000 will assist with the construction of new units. PSHH is also applying for tax credit financing. The total project budget is \$24,159,538.

**PUBLIC SERVICES – (15% cap)**

**2022 Funds Available: \$20,920**

*CDBG regulations allow for a wide range of public service activities, including, but not limited to: employment services, crime prevention, childcare, health services, substance abuse services, fair housing counseling and recreational services.*

City of Atascadero – Youth Activity Scholarship Fund  
Funds Requested: \$12,500

The City administers the Youth Activity Scholarship Fund to allow the children of very low and low-income families to participate in recreational and social activities, to keep children active and engaged. Because this program is limited to very-low and low-income families, the benefit criteria will be met.

Every youth serving organization in Atascadero has received requests for assistance in paying registrations or enrollment fees for their activities. Many families are unable to afford fees that usually range from \$35 per child to \$300 per child. Applications have grown dramatically over the past several years, but the need has been more acute in the last couple of years. These children would not be able to participate in the activities that promote self-esteem, feelings of community, friendships, health, etc. if they are not provided with financial aid.

El Camino Homeless Organization (ECHO) Navigation Centers – Operation of Homeless Shelter and Meals  
Funds Requested: \$13,000

ECHO operates Navigation Centers with overnight shelters in Atascadero and Paso Robles, a winter shelter in Atascadero, outreach to community members who are unhoused, and support for those in danger of being evicted from housing.

ECHO's Atascadero Navigator Center has a 60-bed shelter serving all county residents, and providing care for medically fragile clients. Through a partnership with People's Self-Help Housing and Housing Authority SLO, ECHO added 60 beds in 2020 by purchasing a Motel 6 property in Paso Robles with a state Project Homekey grant. ECHO is also operating a winter shelter site in Atascadero and increased street outreach to help the chronically homeless with COVID-19 safety and hygiene while encouraging the use of shelter programs.

At the Navigation Centers, shelter clients and the unsheltered access case management, employment and benefits resources, and housing resources. ECHO helps clients to connect with agencies providing health and mental health services, recovery programs, educational assistance, and other services that will help clients reach their goals of stable housing and physical and mental well-being. Nightly meal programs serve up to 160

residents and community members each evening with take-out meals during the pandemic. The public shower program provides access to showers and donated clothing five times weekly for those not staying in a shelter.

5 Cities Homeless Coalition (5CHC) – Homeless Services: Shelter, Outreach & Homeless Prevention

Funds Requested: \$2,100

5CHC provides homeless services including coordinated entry, street outreach, emergency shelter, and housing navigation services. Focusing on helping clients to secure and maintain stable housing, 5CHC conducts outreach, sheltering, coordinated assessment, and case management to provide rapid re-housing and homeless prevention services to residents of San Luis Obispo County, utilizing Housing First principles of providing housing support coupled with supportive services.

Through case management, those who are experiencing homelessness will be supported with their immediate needs (including food and shelter) while also receiving coaching, financial literacy, advice on credit repair, and life and job skill guidance coupled with short-term financial assistance for move-in expenses or homeless prevention rental assistance.

This program will be supported by other services also provided by 5CHC, including benefits determination and streamlining access, client resource center (mailing address, computer access, printer, phone, internet), transportation and utilities assistance, family reunification opportunities, and documentation assistance.

The investment in housing subsidies for deposit, and rent for eviction prevention addresses the challenges of homelessness, and preventing homelessness.

Peoples' Self Help Housing (PSHH) – SLO County Supportive Housing Program

Funds Requested: \$21,383

PSHH will provide clinical social services and case management through the San Luis Obispo County Supportive Housing Program (SHP), developing personalized wrap-around services for those living at PSHH's 26 affordable, sliding-scale rental properties in the County. Most households are certified as very-low-income at time of move-in, meaning they earn 50% or less of Area Median Income. Free confidential services are provided by licensed and associate clinical social workers with a master's degree in social services.

PSHH will provide continued services at PSHH properties throughout San Luis Obispo County. SHP will serve approximately 500 households through over 3,500 hours of clinical social work and case management.

**ADMINISTRATION – (20% cap)**

**2022 Funds Available: \$27,893**

City of Atascadero – CDBG Program Administration- (7% cap)

Allocated Funds: \$9,763

Significant City staff time from Public Works and Administrative Services is required for CDBG administration, and coordination with County Planning staff. The City's

administrative portion of the funding cannot exceed 7%, or \$9,763 of the total administrative grant amount.

If administration costs exceed the funding allocation, the remaining cost of administering the program will need to be paid from the general fund.

County of San Luis Obispo – CDBG Program Administration- (13% cap)  
Allocated Funds: \$18,130

Due to the complexity of grant administration responsibilities and the consequences of non-compliance, HUD recommends that the County provide all monitoring and oversight for all CDBG grants. The County assumes the duties of project oversight, and receives a required 13% of the total grant funds for administration services for Atascadero in the amount of \$18,130.

Conclusion

The City received funding requests for approximately \$171,876 more than the anticipated 2022 available CDBG funding. In addition, there are limits related to categories of funding for Public Services and Administration. As part of the CDBG process, Council must develop a draft recommendation for the 2022 grant year that meets the funding criteria while adhering to the category limits. A final recommendation will be made by Council in March 2022.

**FISCAL IMPACT:**

Approval of Atascadero’s total 2022 CDBG allocation would result in the estimated revenue and expenditure of \$139,465 of CDBG funds.

**ALTERNATIVES:**

CDBG allocation awards must meet program requirements, providing a minimum of 70% of funding to benefit low- and moderate-income persons, and no more than 15% may be allocated to the public service category.

**ATTACHMENTS:**

None.

A complete packet of submitted applications is available for public review by appointment at the City of Atascadero, Public Works Department, 6500 Palma Avenue.



# ***Atascadero City Council***

## ***Staff Report – Community Development***

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### **Urgency Ordinance Adopting Interim Standards for the Implementation of Senate Bill 9**

#### **RECOMMENDATION:**

Council adopt an Urgency Ordinance adopting interim standards for the implementation of Senate Bill 9 (Government Code Sections 65852.21 and 66411.7), regarding urban lot splits and urban (second) dwelling units on single-family zoned sites in the City of Atascadero.

#### **DISCUSSION:**

##### Background

On September 16, 2021 the governor signed Senate Bill 9 (SB9) into law in an effort to streamline the development of housing and allow up to two housing units on many existing single-family zoned sites and allowing lot splits on existing single-family zoned sites without the need for a hearing or project conditions. The law amends or adds Government Code Sections 65852.21, 66411.7 and 66452.6 related to land use and property subdivisions. SB9 does three things:

1. Allows for the development of one additional dwelling unit on the same lot as a primary residence on all single-family zoned parcels within the urbanized area of a city
2. Requires that cities ministerially (no hearing, no project conditions) approve Urban Lot Splits of single-family properties within the urbanized area, and thus allowing up to two units on each of the new resulting lots.
3. Allows the City to approve 24-month time extensions to Tentative Maps rather than the current 12-month limit

The government code grants the City the authority to deny applications pursued in accordance with these government code sections based on health and safety issues or significant impacts on the physical environment. The law also allows cities to apply objective standards associated with the construction of new units or the design of the subdivision. Much of the City of Atascadero has constraints to development based on a variety of factors. Fire safety, limited access, on-site wastewater overconcentration, historical resources, and sensitive environmental resources present concerns that require additional review and analysis. As SB9 goes into effect on January 1, 2022, staff is

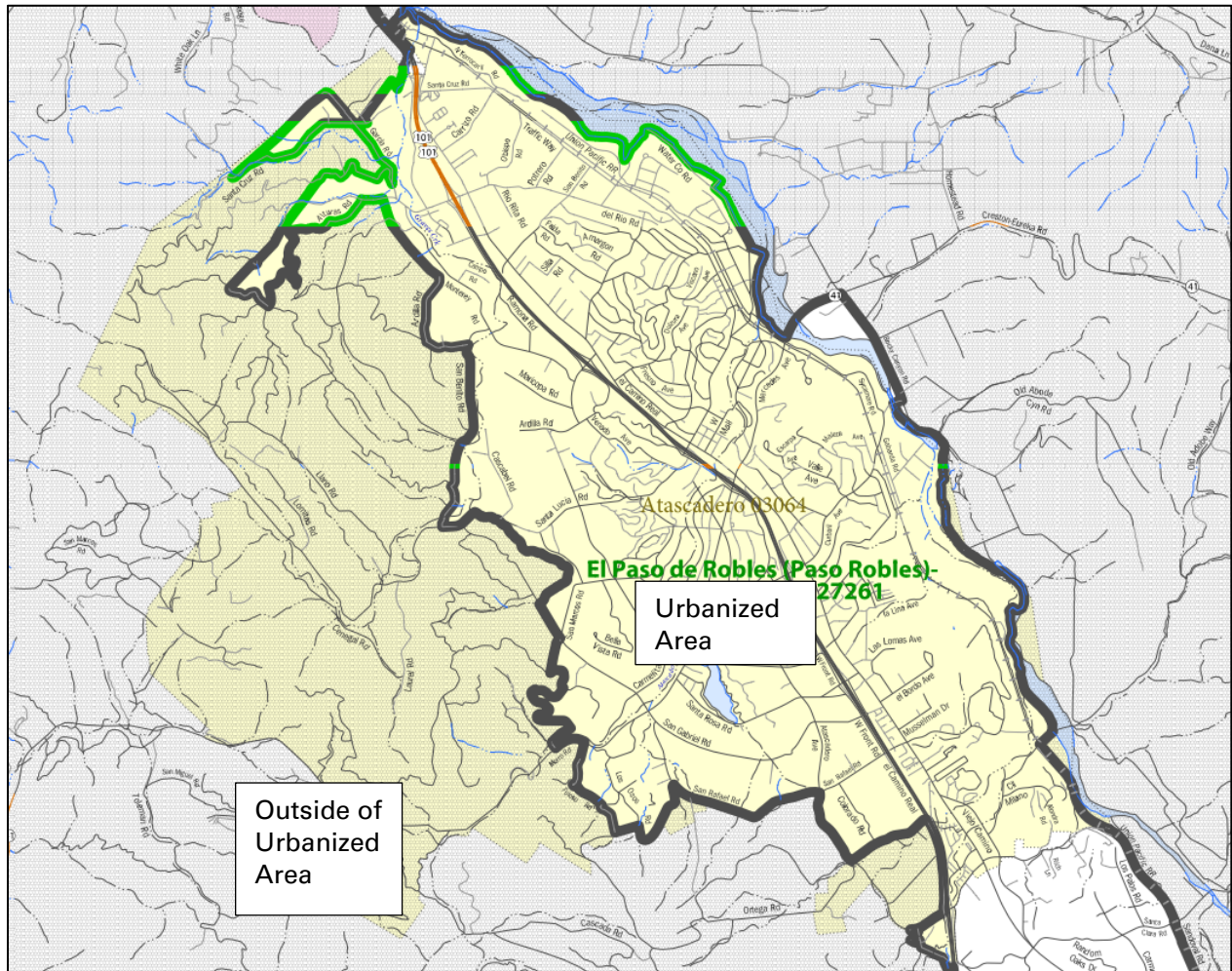
proposing an urgency ordinance to provide interim guidance on areas where impacts to health and safety, in addition to the physical environment, cannot be mitigated without more in-depth study. Interim objective design standards are also identified to ensure that added density maintains the single-family character of existing neighborhoods and provides for neighborhood compatibility.

Staff has identified the following as areas of concern for increased density and subdivisions that circumvent City zoning standards:

1. Areas not served by city sewer
2. Neighborhoods without accessible secondary emergency egress routes
3. Properties with average slopes of 30% or greater
4. Properties that include creeks, wetlands or sensitive habitat
5. Properties in locations of known archeological resources
6. Properties that include historic resources

Urbanized Area

SB9 only applies to parcels within single-family residential zones that are wholly in, or partially within, the Urbanized Area, as defined by the US Census Bureau. Atascadero is included on the El Paso de Robles (Paso Robles) – Atascadero, CA 27261 map. The area includes the east side of the City in addition to approximately half of the west side.





The boundary is not a parcel specific boundary and therefore, some parcels may be partially within the Urbanized Area. State law mandates that parcels that are partially within can apply for urban infill or urban lot splits under SB9 providing no other health, safety, or environmental concerns warrant limitations. SB9 does not apply to any properties within multi-family zones, commercial zones, or mixed-use zones.

### Interim Guidance

#### *Objective Standards*

The government code allows cities to establish objective design standards related to both the addition of urban dwelling units and urban lot splits. The Atascadero Municipal Code already contains standards for deep lot subdivisions (flag lots) and depth to width ratios. However, additional standards are recommended to ensure that adequate infrastructure is available, environmentally sensitive areas are protected, and neighborhood character is preserved.

The law also stipulates that development standards cannot hinder the ability of the owner to construct an 800 square-foot unit. The law, however, does not dictate a maximum unit size, and thus, the City's interim guidance includes a maximum of 800 square-feet in support of the intent of the law to create affordability by design.

The proposed urgency ordinance will offer guidance related to identified objective standards. Adopting interim guidance before the law goes into effect will provide clear direction to property owners and help streamline the process for qualifying properties when the state law takes effect on January 1st. Proposed guidance is as follows:

1. All parcels must be zoned for single-family use and be within or partially within the Urbanized Area, as designated by the US Census Bureau, and;
2. All Parcels must be connected to the City's public sewer system, and;
3. All parcels with average slopes of 30% or greater must identify an accessible building envelope of 20% or less for the resulting vacant parcel, and;
4. Parcels with jurisdictional waters, known archeological sites, or sensitive environmental resource areas shall be excluded, and;
5. All parcels containing a qualifying historic resource or qualifying historic structure shall be excluded, and;
6. Urban Dwelling Units (any residential unit created in accordance with these provisions) shall be a maximum of 800 square-feet of habitable area, and;
7. All parcels proposing an urban lot split shall comply with the City's subdivision regulations, and;
8. All properties shall show a minimum of one off-street parking space per unit unless specifically exempted by state law.

Staff is also recommending that objective property development standards, (similar to Planned Development standards found within PD7 and PD25 zoning), be included in the urgency ordinance to ensure neighborhood compatibility and to support quality design. These include the following:

1. Covered front porches



2. Open space requirements (open space refers to outdoor use areas such as gardens, patios, decks, porches and yards)
3. Reduced footprint of the second floor to increase building articulation and reduce overlook
4. Dedicated laundry and storage space in each unit
5. Maximum lot coverage standards

These interim guidelines are in addition to mandated elements of the law including:

1. Owner-occupancy requirements will apply to the existing owner/applicant in a recorded covenant requiring at least 3-years occupancy following application approval.
2. Subdivision standards requiring that each resulting lot be approximately half the size of the original lot (40% minimum)
3. Requirements that no rental or deed restricted affordable housing be demolished to accommodate any lot split or second unit
4. Setback exceptions for existing structures on parcels proposed to be subdivided
5. Prohibition of short-term vacation rentals for new units created in accordance with SB9.
6. Prohibition of ADU's or JADU's on sites that are developed to the maximum standards allowed with SB9 (two units on each site).
7. Prohibition of further subdivisions on a site with a prior urban lot split.

The state also allows cities to limit urban lot splits and the addition of urban dwelling units on historic properties. State law requires that these properties be identified and designated by state or local ordinance. At this time, the City's General Plan identifies all Colony Homes and related structures as historic resources that shall be documented and included in a historic preservation ordinance. However, this General Plan program has yet to be implemented. Only City Hall and the Printery building, along with a handful of other sites in the City, are officially designated as historic resources. Prior to adopting an ordinance that lists all of the Colony Homes as historic resources, community outreach will need to be completed. The interim urgency ordinance prohibits the implementation of SB9 on properties with historic resources, however adoption of a historic preservation ordinance will be needed to ensure long term protection of Colony Homes.

#### *Health and Safety Considerations*

State law also grants cities the authority to deny applications based on health and safety concerns that cannot be mitigated. SB9 allows for the City's building official to determine when Health and Safety factors shall limit development and subdivision. Specific criteria may also be adopted into a City ordinance. The City of Atascadero contains a large area identified in high or very high fire severity zones, however, state law specifically preempts this as a factor for denial providing the structure is built to current building and fire codes. The law does allow for consideration in neighborhoods that do not meet fire code for secondary access. The proposed ordinance would prohibit urban dwelling units and urban lot splits in neighborhoods with dead end roads exceeding the length of state standards.

The law also states that if a parcel is subdivided subject to this law, any new unit must be built pursuant to the same law. New units built in accordance with SB9 whether on an existing

site, or on a new site created from an urban lot split parcel are subject to full City impact and capacity fees and do not qualify for incentives granted under existing ADU laws. Staff will prepare an informational handout that compiles all standards for clarity to the public.

### Urgency Ordinance

Based upon the foregoing, and attached for consideration by the City Council, is a Draft Urgency Ordinance providing interim guidance for the implementation of Government Code Sections 65852.21 and 66411.7. This Draft Urgency Ordinance will be in place while staff prepares a permanent ordinance including further refinement of key objective standards.

As the current state law goes into effect on January 1, 2022 and the City will not be able to analyze and adopt a permanent ordinance before the effective date of the law, the recommendation is that the Draft Urgency Ordinance be adopted by the City Council. A vote of 4/5 of the City Council is necessary for the approval of this Urgency Ordinance. The Urgency Ordinance would take effect immediately upon adoption. Staff is continuing to work on a permanent ordinance to address the implementation and processing of development applications in accordance with SB9. Staff is simultaneously working on an ordinance to implement the new ADU laws. Both of these new state policies overlap in some ways.

### **FISCAL IMPACT:**

The adoption of this Draft Urgency Ordinance would not have a fiscal impact to the City. City staff will need to complete an analysis of the issues of concern and return with a more detailed permanent ordinance for adoption. This effort may require input from consultants. The state recognizes that this law imposes an unfunded state-mandated local program. For any applications submitted pursuant to this law, staff will charge application fees based on existing applications with similar processing times to recoup staff time costs.

### **ALTERNATIVES:**

Do not adopt the Urgency Ordinance. However, absent a local ordinance, the State Government Code will still allow new subdivision and new housing units on existing sites without the opportunity for discretionary City review. Any denial of a construction or subdivision application pursuant to the state law sections included in SB9 will be made on a case by case basis. Only existing objective code standards will be enforced.

### **ATTACHMENTS:**

1. Draft Urgency Ordinance
2. US Census Bureau Urbanized Area Map

## URGENCY ORDINANCE

### URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA ADOPTING INTERIM GUIDELINES FOR THE IMPLEMENTATION OF GOVERNMENT CODE SECTIONS 65852.21 AND 66411.7

**WHEREAS**, Sections 65852.21 and 66411.7 were amended or added to the Government Code and go into effect January 1, 2022; and

**WHEREAS**, the amended or added code sections require cities to ministerially approve urban lot splits and the construction of secondary units within the Urbanized Area of the City, as designated by the US Census Bureau, subject to certain limitations; and

**WHEREAS**, Government Code Sections 66411.7(a) limits eligibility of urban lot splits by size and proportionality; and

**WHEREAS**, Government Code Sections 65852.21(a)(2) and 66411.7(a)(3)(C) limits such urban lot splits and construction to sites that are not located on or within certain farmland, wetlands, very high fire hazard severity zones, hazardous waste sites, earthquake fault zones, special flood hazard areas, regulatory floodways, lands identified for conservation, habitats for protected species, and historic properties; and

**WHEREAS**, Government Code Sections 65852.21(a)(3) through (a)(5), limits eligibility of such construction of secondary units that proposes to demolish or alter housing subject to affordability restrictions, housing subject to rent or price controls, housing that has been occupied by a tenant in the last three years, housing that has been withdrawn from rent or lease within the past 15 years, and housing that requires demolition of existing structural walls unless authorized by local ordinance or has not been tenant-occupied within the past 3 years; and

**WHEREAS**, Government Code Sections 66411.7(a)(3)(D) also limits eligibility of an urban lot split that proposes to demolish or alter housing subject to affordability restrictions, housing subject to rent or price controls, housing that has been occupied by a tenant in the last three years, housing that has been withdrawn from rent or lease within the past 15 years, and housing that requires demolition of existing structural walls unless authorized by local ordinance or has not been tenant-occupied within the past 3 years; and

**WHEREAS**, Government Code Sections 65852.21(a)(6) and 66411.7(a)(3)(E) allows a city to deny an urban lot split for properties within an historic district or listed on the State's Historic Resource Inventory or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance; and

**WHEREAS**, Government Code Sections 65852.21(b) and 66411.7(c) allows a city to establish objective zoning standards, objective subdivision standards, and objective design review standards, if it does not conflict with state law; and

**WHEREAS**, such objective zoning standards, objective subdivision standards, and objective design review standards may not have the effect of “precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet”; and

**WHEREAS**, Government Code Sections 65852.21 and 66411.7 allow a city to deny a proposed housing development or urban lot split if the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact; and

**WHEREAS**, the City of Atascadero has parcels served by on-site wastewater treatment systems that are within the Urbanized Area; and

**WHEREAS**, an overconcentration of on-site wastewater systems can produce an high nitrogen levels in the soil that can adversely impact groundwater supplies; and

**WHEREAS**, the City of Atascadero has multiple parcels in the Wildland Urban Interface (WUI) zone within the Urbanized Area; and

**WHEREAS**, the City of Atascadero contains multiple neighborhoods, including those within the WUI zone, that do not have an secondary egress route available in case of fire or natural disaster within the Urbanized Area; and

**WHEREAS**, applications involving parcels within the WUI zone will be reviewed carefully to ensure compliance with eligibility requirements and in light of the public health, safety, and welfare; and

**WHEREAS**, the City of Atascadero has multiple parcels within the Urbanized Area with slopes in excess of 30%; and

**WHEREAS**, grading for construction or access on heavily sloped lots creates adverse impacts to the physical environment by denuding natural vegetation and destabilizing soils; and

**WHEREAS**, the City of Atascadero has numerous creeks, wetlands, sensitive habitat, and archeological resource areas through the City; and

**WHEREAS**, regular ordinance adoption procedures require a first and second reading, and the passage of 30 days before the ordinance may take effect; and

**WHEREAS**, if the City proceeds with such regular ordinance procedures, the ordinance will not be effective before the January 1, 2022 effective date, and there will be a period where no policies, procedures, or objective standards will be available to guide and promote the orderly develop of such urban lot splits and second residential units, and action to alleviate the housing crisis will be impeded; and

**WHEREAS**, the City Council has the power under Government Code sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the

immediate preservation of the public peace, health or safety, and is passed by a four-fifths vote of the City Council; and

**WHEREAS**, this urgency ordinance is necessary to address the danger to public health, safety, and general welfare articulated by the state related to the housing crisis, avoid delay, and immediately provide guidelines to implement the Senate Bill 9 legislation that adopts Government Code Sections 65852.21 and 66411; and

**WHEREAS**, the City Council desires to adopt this ordinance as an urgency ordinance, effective immediately, pursuant to Government Code sections 36934 and 36937.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY ATASCADERO HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1. Recitals.** All recitals set forth above are true and correct.

**SECTION 2. Urban Lot Split and Urban Dwelling Unit Interim Guidelines and Urban Lot Split Procedures.** The City is adopting the following uncodified ordinance to implement SB9 as set forth in Exhibits A and B.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Urgency Ordinance.

**SECTION 4. Urgency Declaration; Effective Date.** The City Council finds and declares that the adoption and implementation of this ordinance is necessary to address the danger to public health, safety, and general welfare articulated by the state related to the housing crisis, avoid delay, and immediately provide guidelines to implement the Senate Bill 9 legislation that adopts Government Code Sections 65852.21 and 66411. The City Council therefore finds and determines that this ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council.

**SECTION 5. Publication.** The City Clerk shall certify to the adoption of this Urgency Ordinance no later than fifteen (15) days following the passage of this Urgency Ordinance, the Urgency Ordinance, along with the names of the City Council members voting for and against the Urgency Ordinance, shall be published in a newspaper of general circulation in the City of Atascadero.

**SECTION 6. CEQA Review.** The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The adoption of this ordinance serves to implement ministerial approvals as required by state law and pursuant to Government Code sections 65852.21(j) and 66411.7(n), it is not a project and is exempt from CEQA.

ITEM NUMBER: B-2  
DATE: 12/14/21  
ATTACHMENT: 1

**PASSED AND ADOPTED** by the City Council of the City of Atascadero, California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by a vote of at least four-fifths of the City Council.

CITY OF ATASCADERO

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Heather Moreno, Mayor

ATTEST:

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Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

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Brian A. Pierik, City Attorney

EXHIBIT A

**DEVELOPMENT OF URBAN LOT SPLITS AND URBAN DWELLING UNITS**

**1. Purpose and intent.**

It is the purpose and intent of this ordinance to implement the provisions of Government Code sections 65852.21 and 66411.7, which mandates the City to establish a ministerial process for approval of urban lot splits and urban dwelling units and authorizes the City to establish certain requirements and standards for such approvals, while protecting the public health, safety, and welfare of the community, such as through orderly planning and aesthetic standards.

**2. Definitions.**

“Urban dwelling unit” means a dwelling unit established or proposed to be developed in accordance with the standards, procedures, and requirements set forth under Government Code section 65852.21 and this chapter, either as a primary or secondary unit on a parcel.

“Urban lot split” means a subdivision or proposed subdivision of land established in accordance with the standards, procedures, and requirements set forth under Government Code section 66411.7, this chapter, and the procedures set forth in Chapter 11-14 of this code.

“Primary Frontage” means the frontage of a property abutting a street.

“Secondary Frontage” means a second side of the property that abuts a street and is parallel to the primary frontage.

“Corner street frontage” means a second side of the property that abuts a street and is perpendicular to the primary frontage.

“Individual Property Owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. This does not include any corporation or corporate person of any kind (partnership, limited partnership, limited liability company, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified non-profit corporation (as defined by Revenue and Taxation Code Section 214.15).

**3. Urban Dwelling Units.**

(a) Ministerial Review Process. An application for development of an urban dwelling unit will be reviewed ministerially, without discretionary review or a hearing if it meets all the requirements set forth in this section and after payment of all applicable fees.

(b) Location Requirements. An application for development of an urban dwelling unit must meet all the following location requirements:

(1) The subject parcel must be located in an area zoned for residential single-family use and be within or partially within the urbanized area, as designated by the US Census Bureau.

EXHIBIT A

(2) The subject parcel must not be located in an area designated in Government Code sections 65913.4(a)(6)(B) through (K). This includes, but is not limited to, certain farmland, wetlands, hazardous waste sites, earthquake fault zones, special flood hazard areas, regulatory floodways, lands identified for conservation, on a site with a historic resource, and within or adjacent to habitats for protected species.

(3) The subject parcel must not be located within a historic district or property, as set forth in Government Code section 65852.21(a)(6).

(c) Limitation on Demolition and Alterations. A proposed urban dwelling unit must not involve demolition or alteration of:

(4) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(5) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(6) Housing that has been occupied by a tenant in the last three years.

(7) More than 25% of the existing exterior structural walls, unless the housing has not been occupied by tenants within the last three years.

(d) Limitation on Parcels Withdrawn from Rental Market. A proposed urban dwelling unit must not involve property withdrawn from rental market under GC §7060 and following, within 15 years before the date that the development proponent submits an application.

(e) Development Standards. A proposed urban dwelling unit must comply with the following development standards:

(1) No more than two urban dwelling units per lot may be developed. Primary dwellings, Urban Dwelling Units, Accessory dwelling units (ADUs) and junior ADUs constitute units towards the maximum number of units.

(2) Maximum Size limitations shall be as follows:

(i) The maximum size of a proposed urban dwelling unit must not exceed 800 square feet in floor area, including attached accessory storage rooms or enclosed porches.

(ii) A dwelling unit, primary or secondary, that was established on the lot prior to the submittal of a complete application for a development pursuant to this chapter may not be altered or expanded to a size greater than 800 square-feet, inclusive of any attached garage, storage space, or enclosed porch.

(3) The minimum setback from the side and rear property line shall be four feet. No setback is required for an existing, permitted structure or a structure constructed in the same location and to the same dimensions as an existing, permitted structure.



**EXHIBIT A**

(4) The minimum setback for the primary street frontage shall be 25-feet. The minimum setback for the secondary street frontage shall be 12.5-feet. The minimum setback for the corner street frontage shall be 10-feet.

(5) The minimum setback from an access way (flag or easement) shall be 10-feet.

(6) Any proposed urban dwelling unit must be connected to the City's public sewer system.

(7) Any proposed urban dwelling unit must be connected to a separate water service (separate meter).

(8) There must be at least one off-street parking space per proposed urban dwelling unit unless specifically exempted by state law.

(9) Private open space shall be provided for each residential unit at a ratio of three hundred (300) square feet for units that provide 2 or less bedrooms. Each bedroom in excess of two (2) shall require an increase of private open space by fifty (50) square feet. The required front yard setback area shall not be used to satisfy the open space requirement; however, side and rear setback areas may be utilized. The minimum width of the private open space area shall not be less than ten (10) feet.

(10) Unconditioned Spaces. Structures such as garages and workshops attached to urban dwelling units shall be accessory to the residential unit and shall be limited to two hundred and eighty (280) square feet. Attached structures shall be included in the maximum floor area of the unit.

(11) Two (2) story units built in accordance with urban dwelling unit standards shall have a second floor that is limited to seventy-five percent (75%) of the gross area of the first floor inclusive of any attached garage.

(12) Porches shall be provided for each new unit. Porches shall be a minimum of six (6) feet deep and 8-feet wide.

(13) Lot coverage shall not exceed forty percent (40%) of the net lot area.

(14) Each unit shall include the following:

- a) Three hundred (300) cubic feet of shelved storage area. (Bedroom and entry/coat closets shall not count toward this requirement);
- b) Dedicated space for laundry facilities with hookups.

(15) All utilities shall be installed underground.

(16) Where the street frontage of a lot (or the combined street frontage of the two lots created through an urban lot split) is 80 feet or less, all units on the lot (or all units on both lots created through an urban lot split) shall share the same drive approach and driveway.

EXHIBIT A

(f) The subject property shall be owned solely by one or more individual property owners.

(g) Denial Based Upon Adverse Impacts. The City will deny a proposed urban dwelling unit if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(h) Short Term Rental Limitation. Urban dwelling units developed under this section may not be rented for a term less than 30 days. Prior to construction permit completion, a covenant shall be recorded on each lot with a new urban dwelling unit stating the terms of long term occupancy.

(i) Election of development standards. If necessary, objective zoning, subdivision, or design standards will be set aside in the following order until the site can contain two, 800 square foot units. Such standards will be set aside in the following order until the site can contain two, 800 square foot units:

- a. Lot Coverage
- b. Second Floor Area limitations
- c. Porch requirement
- d. Private open space
- e. Setbacks to the degree allowed by State law

(i) A deed notification shall be recorded on all properties exercising development per the provisions of this chapter as necessary to describe these limitations.

**4. Urban Lot Splits.**

(a) Ministerial Review Process. An urban lot split parcel map application will be reviewed ministerially, without discretionary review or a hearing, if it meets all the requirements set forth in this section and in accordance with the procedures set forth in Chapter 11-14 of this code.

(b) Location Requirements. An urban lot split parcel map application must meet all the following location requirements:

(1) The subject parcel must be located in an area zoned for single-family use and be within or partially within the urbanized area, as designated by the US Census Bureau.

(2) The subject parcel must not be located in an area designated in Government Code sections 65913.4(a)(6)(B) through (K). This includes certain farmland, wetlands, very high fire hazard severity zones, hazardous waste sites, earthquake fault zones, special flood hazard areas, regulatory floodways, lands identified for conservation, and habitats for protected species.

EXHIBIT A

(3) The subject parcel must not be located within a historic district or property, as set forth in Government Code section 65852.21(a)(6).

(c) Limitation on Demolition and Alterations. A proposed urban lot split must not involve demolition or alteration of:

(1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(3) Housing that has been occupied by a tenant in the last three years.

(d) Limitation on Parcels Withdrawn from Rental Market. A proposed urban lot split must not involve property withdrawn from rental market under GC §7060 and following, within 15 years before the date that the development proponent submits an application.

(e) Development Standards. A proposed urban lot split must comply with the following development standards:

(1) No more than two urban dwelling units may be developed per lot. Accessory dwelling units (ADUs) and junior ADUs will be shall be included in the maximum number of units. An urban dwelling development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The maximum size of a proposed urban dwelling unit shall not exceed 800 square feet in floor area including any attached, enclosed storage rooms, enclosed porches, or enclosed garage areas.

(3) The minimum setback from the side and rear property line is four feet. No setback is required for an existing, permitted structure or a structure constructed in the same location and to the same dimensions as an existing, permitted structure.

(4) Any proposed urban dwelling unit must be connected to the City's public sewer system.

(5) There must be at least one off-street parking space per proposed urban dwelling unit unless specifically exempted by state law.

(6) All parcels proposing an urban lot split must comply with the following design standards:

- (i) Lot lines shall be at the top of slope banks.
- (ii) Side lot lines shall be perpendicular to the street on straight streets, or radial to the street on curved streets.
- (iii) Lots with a ratio of depth to width greater than 3:1 shall not be permitted.

EXHIBIT A

(iv) All new lots shall have a minimum primary frontage width of 40-feet, unless approved as a flag lot subdivision.

(v) Where the street frontage of a lot (or the combined street frontage of the two lots created through an urban lot split) is 80 feet or less, all units on the lot (or all units on both lots created through an urban lot split) shall share the same drive approach and driveway.

(vi) Flag lot subdivisions may be approved subject to the following:

(A) The original lot shall have frontage on a dedicated street with a minimum width of at least 65 feet;

(B) The accessway to the rear shall be at least twenty (20) feet wide (developed to City standards), except where the accessway is more than one hundred fifty (150) feet long, it shall be at least twenty-four (24) feet wide with twenty (20) feet of pavement.

(C) The lot farthest from the street shall own the accessway in fee. Other lots using the accessway shall have an access and utility easement over it and a maintenance agreement shall be recorded with the final parcel map.

(D) A reflectorized house number master sign shall be located at the intersection of the street and accessway and individual reflectorized address signs shall be placed on the right-hand side of the driveway to each individual lot.

(8) All parcels with average slopes of 30% or greater must identify an accessible building envelope of 20% or less for the resulting vacant parcel.

(9) All utilities shall be separate for units residing on separate parcels. Multiple units on the same parcel may share utility connections unless prohibited by city code for residential uses.

(10) One street tree per 30-feet of primary frontage shall be installed.

(g) Denial Based Upon Adverse Impacts. The City will deny a proposed urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(h) Short Term Rental Limitation. A unit located on an urban lot split approved under this section may not be rented for a term less than 30 days. In conjunction with lot recordation, a covenant shall be recorded on each lot with a new urban dwelling unit stating the terms of long term occupancy.

(i) Compliance with the Subdivision Map Act. Urban lot splits must conform to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)), except as expressly provided in this section.

(j) Dedication and Off-Site Improvements. A dedication of rights-of-way or the construction of offsite improvements for the parcels being created cannot be required as a

EXHIBIT A

condition of issuing a parcel map. All required frontage improvements shall be completed prior to or concurrently with a building permit for an urban dwelling unit on either resulting lot.

(k) Fire Department & Utility Easements, An easement must be provided over the front parcel to the rear parcel for access to the public right of way, providing public services and facilities, maintenance of utilities, and (if required) fire department access.

(l) Owner Occupancy. The applicant for an urban lot split must sign an affidavit stating that the applicant will occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split. This does not apply to an applicant that is a “community land trust,” as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue and Taxation Code.

(m) Residential Use Requirement. All uses allowed on a site subdivided as an urban lot split must be limited to residential uses. This does not apply to an applicant that is a “community land trust,” as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue and Taxation Code.

(n) Non-Conforming Zoning Conditions. Nonconforming zoning conditions are not required to be made conforming before approving an application.

(o) Prior Urban Lot Split. The parcel being subdivided may not have not been established through prior exercise of an urban lot split. In addition, neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel may have used the urban lot split process as provided for in this section.

(p) Size Requirements. The urban lot split meets all of the following size requirements:

- (1) Both newly created parcels must be no smaller than 1,200 square feet;
- (2) Both newly created parcels must be of approximately equal lot area, which for purposes of this paragraph means that one parcel may not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(q) A deed notification shall be recorded on all properties exercising development per the provisions of this chapter as necessary to describe these limitations.

## 5. Appeals.

For the purposes of this chapter, decisions of the Community Development Director or Building Official to appeal or deny an application may be appealed in compliance with section 9-1.111 of the Atascadero Municipal Code.

EXHIBIT A

**6. Conflict.**

If any section within this chapter conflicts with Government Code sections 65852.21 or 66411.7, then the Government Code sections will apply.

EXHIBIT B

**Chapter 14 URBAN LOT SPLIT PROCEDURES**

**11-14.001 Purpose and intent.**

It is the purpose and intent of this chapter to implement the provisions of Government Code section 66411.7, which mandates the City to establish a ministerial process for approval of urban lot splits.

**11-14.002 Definitions.**

“Urban lot split” means a subdivision or proposed subdivision of land established in accordance with the standards, procedures, and requirements set forth under Government Code section 66411.7, this chapter, and the procedures set forth in Chapter 9-18 of this code.

**11-14.003 Urban Lot Split Procedures.**

(a) Ministerial Review Process. An urban lot split parcel map application will be reviewed ministerially, without discretionary review or a hearing, if it meets all the requirements set forth in this section and with the development requirements set forth in Chapter 9-18.

(b) Preparation of Urban Lot Split Parcel Maps. An urban lot split parcel map must be prepared by or under the direction of a registered civil engineer or licensed land surveyor, must show the location of streets and property lines bounding the property, must conform to all of the provisions of Section 66445 of the Subdivision Map Act, and must be based upon a field survey made in conformity with the Land Surveyors Act and in accordance with Government Code section 66448.

(c) Application. An application for the urban lot split must be filed in accordance with the forms and policies set forth by the Community Development Director. All applications must include a tentative parcel map and the applicable review fees as established by resolution. The Department of Community Development will not accept an application or map for processing unless the Department finds that the urban lot split parcel map is consistent with the zoning provisions of this code and that all approvals and permits required by the city zoning provisions for the project have been given or issued.

(d) Staff Review. The Community Development Director will circulate the application for an urban lot split, together with the tentative map, to affected city departments for review and comment. Staff will transmit to the applicant for review and consideration comments from the city departments.

(e) Approval Authority. The Community Development Director is the approving authority on all urban lot split applications for tentative or parcel map approvals.

(f) Approval. If the application for the urban lot split meets all the requirements in this section and with the development requirements for the urban lot split as set forth in Chapter 9-18, the Community Development Director may approve the urban lot split ministerially and

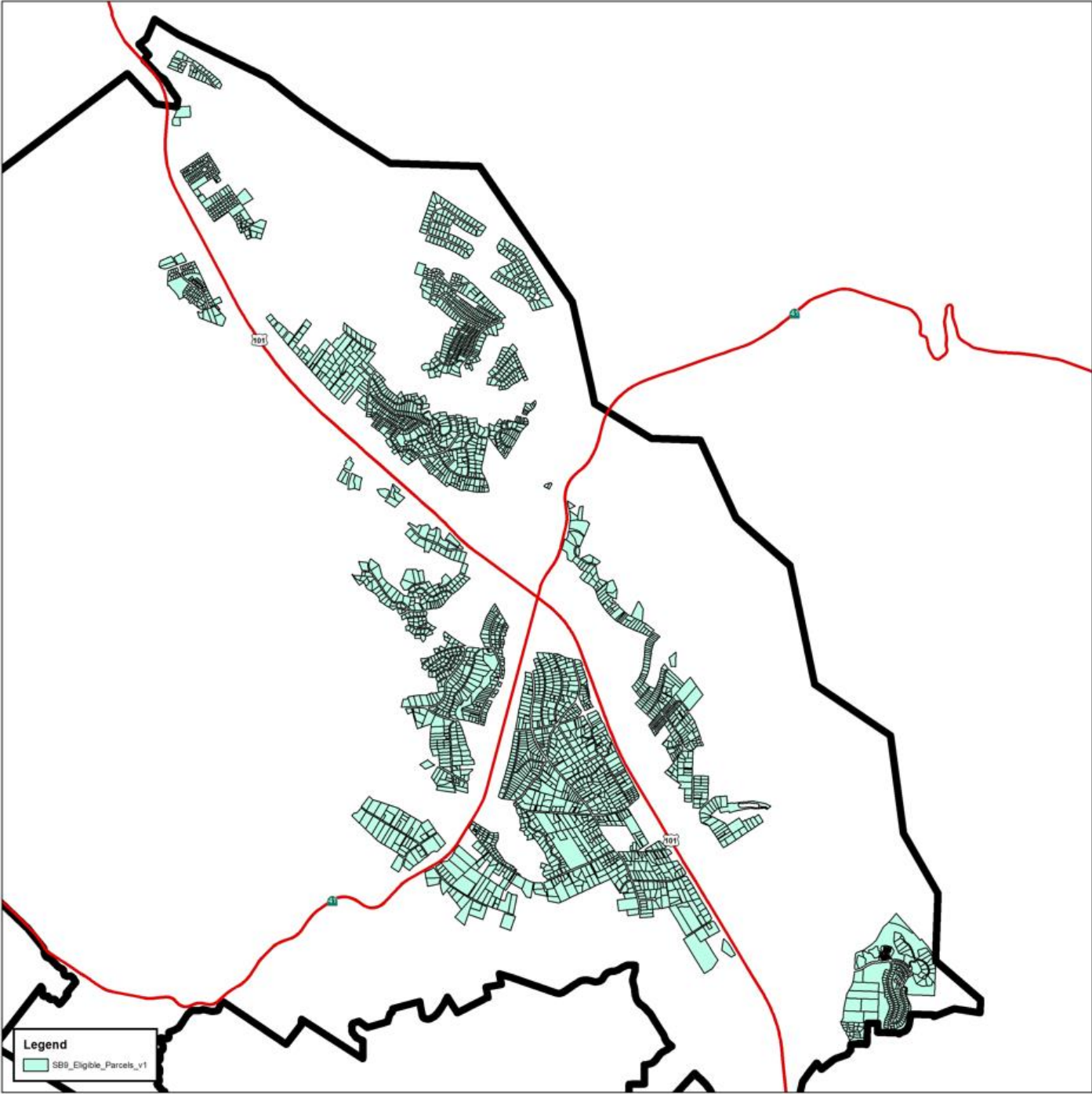
**EXHIBIT B**

without a public hearing. The action of the director upon an urban lot split application is final and conclusive, in the absence of an appeal.

(g) Appeal. Decisions of the Community Development Director may be appealed to the Planning Commission in compliance with section 11-1.10 of this code.



### SB9 Eligible Parcels\*



\* These parcels are an estimation of those eligible for SB9 implementation based on known information. Actual eligibility will be assessed at time of application. Parcels shown on this map are not guaranteed to be eligible.



# **Atascadero City Council**

## **Staff Report – Community Development Department**

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### **Community Facilities District 2005-1 Annexation No. 24**

#### **RECOMMENDATIONS:**

Council:

1. Conduct the public hearing for the proposed annexation.
2. Adopt Draft Resolution A; authorizing the territory identified in City Council Resolution 2021-068 to be annexed into Community Facilities District No. 2005-1, authorizing the levy of a special tax and submitting the levy of a special tax to qualified electors.
3. Direct the City Clerk to conduct a landowner vote of annexation and collect and count the ballots.

#### **Council to recess until ballots are counted**

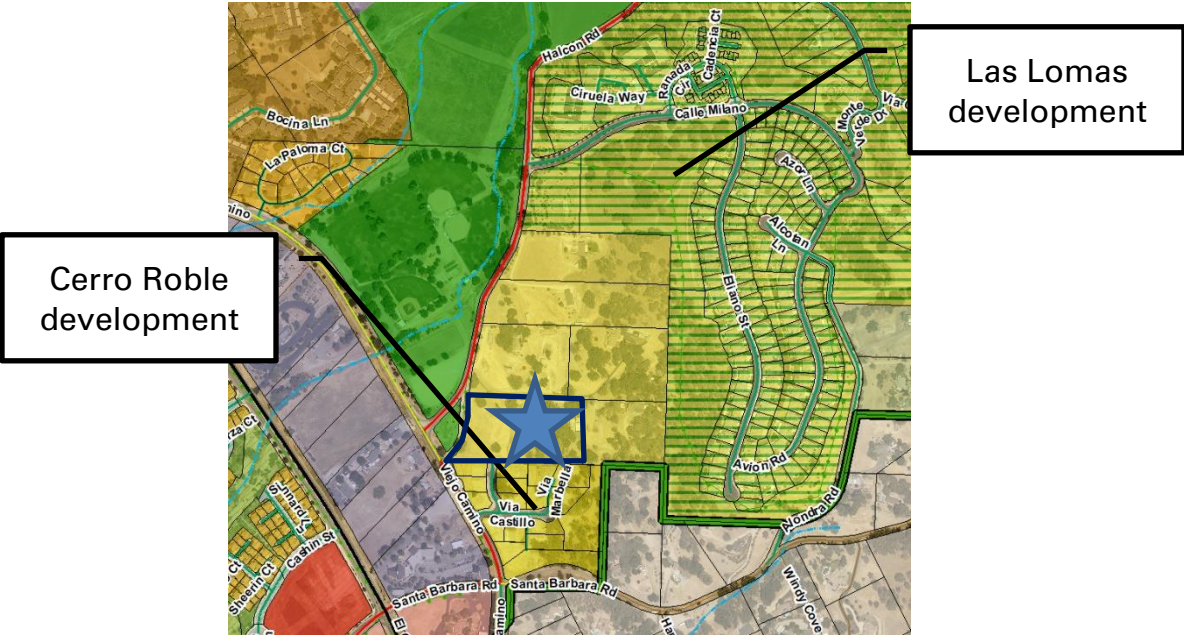
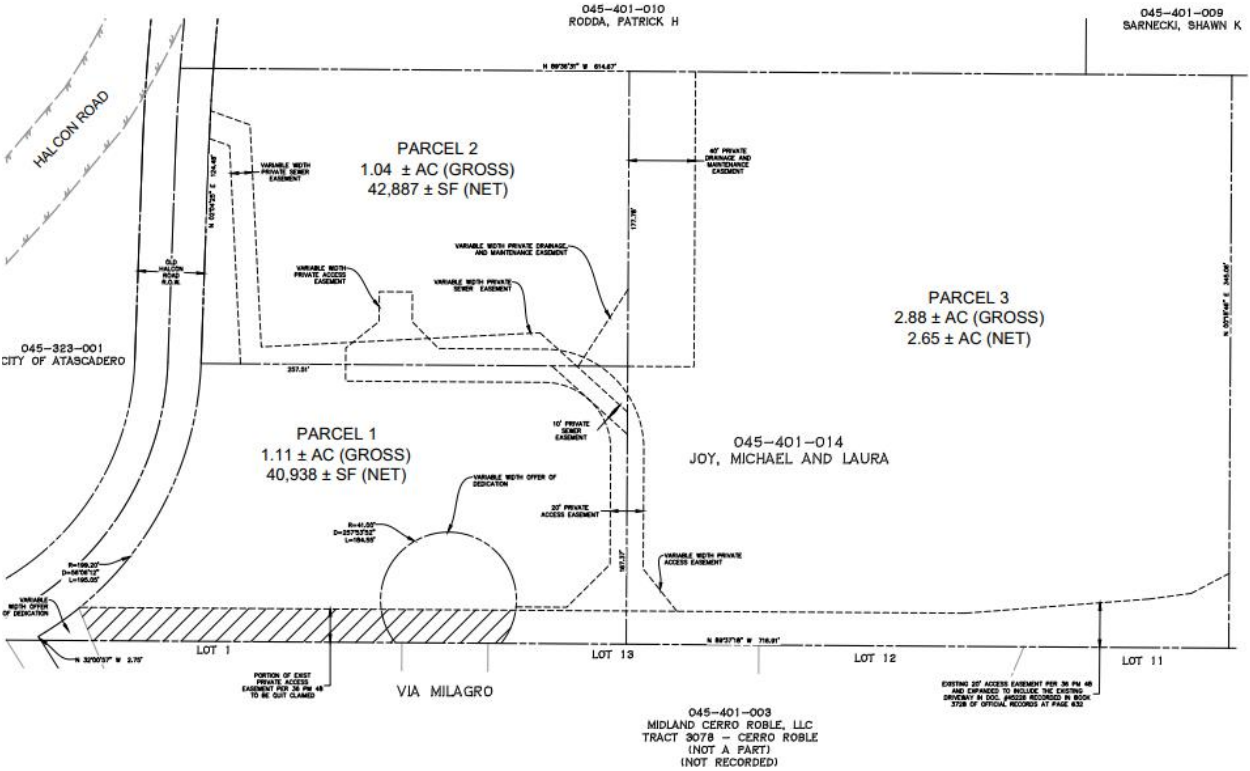
3. Adopt Draft Resolution B, declaring the results of a special annexation landowner election for Annexation No. 24, determining the validity of prior proceedings and directing the recording of an amendment to the notice of special tax lien.
4. Introduce for first reading, by title only, Draft Ordinance, authorizing the levy of special taxes in Community Facilities District 2005-1 for certain annexation territory identified as Annexation No. 24.

#### **DISCUSSION:**

In July 2004, as a key part of the adoption of the City's Comprehensive Financial Strategy, the Council addressed the need to recover all costs associated with new residential development by directing the formation of a Community Facilities District (CFD). California law allows the formation of such districts for the purpose of recovering the cost of providing public safety services, including police and fire services, and park services for new developments. CFDs ensure that new homeowners pay special taxes in an amount equal to the actual cost of the City services they are expected to receive. Without such special taxes in place, new residential units have a negative impact on the General Fund and erode services to existing residents.

The Citywide CFD was established in 2005 consistent with this policy and a number of projects have been annexed into the CFD as a requirement prior to recordation of a final map. With the resolution of intention, the City and the applicant are initiating the process of annexing the Halcon Residential Development (11885 Halcon Rd.) into the City's existing CFD.

The Halcon three parcel map was approved in January of 2018 as Parcel Map AT18-0123. The project will include three residential parcels for future development within the PD 33 Overlay Zone. The applicant has submitted the final map for review and recordation.



On October 12, 2021, the City Council initiated the process for these developments by adopting resolutions of intent (Resolution No. 2021-068) to annex the subject projects into the existing Citywide CFD and set the date of the public hearing.

The Resolution before Council (Attachment 1) are the final step to annex the project (Annexation No. 24) into the existing Citywide CFD (CFD 2005-1) to fund new police, fire, and park services associated with the developments. The Special Tax levied against Single-Family Residential parcels for Fiscal Year 2021-2022 was \$742.00 annually per residential parcel, which is subject to an annual escalator. The money collected can only be used to fund new public services authorized to be funded by the Mello-Roos Act and identified within the Rate and Method of Apportionment.

After the close of the Public Hearing, the City Council may adopt Draft Resolution A (Attachment 1), which officially establishes the annexation of territory to Community Facilities District 2005-1. If approved, the Resolution authorizes the levy of special taxes within such annexation areas.

Following adoption of the Resolution A, the City Clerk will hold a landowner election, verifying the property owner's wishes to annex into the City's CFD. If the landowner elects to annex into the CFD, the City Council will certify the election by adopting Draft Resolution B and introduce for first reading, by title only, a Draft Ordinance (Attachment 3), authorizing the special taxes for Annexation No. 24.

The development proposed for annexation into the CFD was conditioned to be fiscally neutral through annexation into the existing Citywide CFD (CFD 2005-1 – Public Services). If the annexation is not approved, the project will not be able to meet the conditions of approval.

### **FISCAL IMPACT:**

Assessments for the Halcon annexation are estimated to be between \$2,200 - \$2,400 annually beginning in fiscal year 2022-2023, and adjusted each year for inflation.

### **ALTERNATIVE:**

Council could require the developers to meet the fiscal neutrality condition of approval through some other mechanism.

### **ATTACHMENTS:**

1. Draft Resolution A, authorizing the annexation of territory identified in City Council Resolution 2021-068 to be annexed into the Community Facilities District No. 2005-1, authorizing the levy of a special tax and submitting the levy of a special tax to qualified electors (Annexation No. 24, Halcon).
2. Draft Resolution B, declaring the results of a special annexation landowner election for Annexation No. 24, determining the validity of the prior proceedings and directing the recording of an amendment to the notice of special tax lien.
3. Draft Ordinance, authorizing the levy of special taxes in Community Facilities District 2005-1 for certain annexation territory (Annexation No. 24).

**DRAFT RESOLUTION A**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF SPECIAL TAX TO QUALIFIED ELECTORS**

**WHEREAS**, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the City Council of the City of Atascadero (the “City”) previously conducted proceedings to establish the City of Atascadero Community Facilities District No. 2005-1 (Public Services) (the “District”), and

**WHEREAS**, this City Council on October 12, 2021, adopted its Resolution No. 2021-068 entitled “Resolution of the City Council of the City of Atascadero, California, declaring its Intention to Annex Territory into Community Facilities District No. 2005-1 (Public Services) as Annexation No. 24, and to Authorize the Levy of Special Taxes Therein” (the “Resolution of Intention”) stating its intention to annex the territory to the District pursuant to the Act; and

**WHEREAS**, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the District, stating the services to be funded by the District and the rate and method of apportionment of the special tax to be levied within the District to pay for the services is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

**WHEREAS**, on the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the District; and

**WHEREAS**, at the hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the District and the levy of special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

**WHEREAS**, prior to the closing of the hearing, no written or oral protests had been made against the proposed annexation of territory to the District by (i) any registered voter residing in the existing District, (ii) any registered voter residing in the territory proposed to be annexed to the District, (iii) any of the owners of land in the existing District, or (iv) any of the owners of land in the territory proposed to be annexed to the District; and

**WHEREAS**, Annexation Map No. 24 to the District has been filed with the County Recorder of the County of San Luis Obispo, which map shows the territory to be annexed in these proceedings, and a copy of the map is on file with the City Clerk.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** All prior proceedings taken by this City Council with respect to the District and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the District has been validly established pursuant to the Act.

**SECTION 3.** The boundaries of the territory to be annexed to the District, as set forth in the map entitled “Annexation Map No. 24 of Community Facilities District No. 2005-1 (Public Services)” on file with the City Clerk and heretofore recorded in the San Luis Obispo County Recorder’s Office on October 28, 2021, in Book 6 at Page 34 of Maps of Assessment and Community Facilities Districts are hereby finally approved, are incorporated herein by this reference, and shall be included within the boundaries of the District, and said territory is hereby ordered annexed to the District, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

**SECTION 4.** The provisions of the Resolution of Intention is, by this reference incorporated herein, as if fully set forth herein.

**SECTION 5.** Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the District shall be submitted to the qualified electors of the area to be annexed to the District at an election called therefor as hereinafter provided.

**SECTION 6.** This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the District for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that the qualified electors for purposes of the annexation election are the landowners within the territory proposed to be annexed to the District and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the District.

**SECTION 7.** This City Council hereby calls a special election to consider the measure described in Section 5 above, which election shall be held in the meeting room of the City Council immediately following adoption of this Resolution. The City Clerk is hereby designated as the official to conduct said election. It is hereby acknowledged that the City Clerk has on file the Resolution of Intention, a certified map of the proposed boundaries of the territory to be annexed to the District, and a sufficient description to allow the City Clerk to determine the boundaries of the territory to be annexed to the District.

The voted ballots shall be returned to the City Clerk no later than immediately following the adoption of this Resolution; and when the qualified electors have voted the election shall be closed.

Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code, provided, however, that for purposes of setting the date for the election, Sections 53326 and 53327 of the Act shall govern.

This City Council acknowledges that the City Clerk has caused to be delivered to the qualified electors of the District ballots in the form set forth in Exhibit “A” hereto. The ballots indicate the number of votes to be voted by each landowner.

The ballots were accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing City Council.

Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327(b) of the Act.

The City Clerk shall accept the ballots of the qualified electors in the City of Atascadero City Council meeting room upon and prior to the adoption of this Resolution, whether the ballot is personally delivered or is received by mail. The City Clerk shall have ballots available which may be marked at said location on the election day by the qualified electors.

**SECTION 8.** This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days following the adoption of this Resolution to elapse before said special election is for the protection of the qualified electors of the territory to be annexed to the District. The ballots to be executed by the qualified electors of the area to be annexed to the District contains a waiver of any time limit pertaining to the conduct of the election and a waiver of any requirement for ballot measure analysis and arguments in connection with the election. Accordingly, this City Council finds and determines that, to the extent that the qualified elector submits its ballot, the qualified elector will have been fully apprised of and have agreed to the shortened time for the election and waiver of ballot measure analysis and arguments, and will have thereby been fully protected in these proceedings. This City Council also finds and determines that the City Clerk has concurred in the shortened time for the election.

**SECTION 9.** This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

**ITEM NUMBER:** B-3  
**DATE:** 12/14/21  
**ATTACHMENT:** 1

CITY OF ATASCADERO

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Heather Moreno, Mayor

ATTEST:

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Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

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Brian A. Pierik, City Attorney



SPECIAL TAX ELECTION  
CITY OF ATASCADERO

ANNEXATION OF TERRITORY TO  
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)  
ANNEXATION NO. 24

(November 23, 2021)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 24 of the Community Facilities District No. 2005-1 (Public Services) (“CFD No. 2005-1”) of the City of Atascadero:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Michael Joy and Laura Joy, Trustees of The Michael and Laura Joy Family Trust dated March 11, 2016	5.02	6

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the “Council”) of the City of Atascadero (the “City”), the above-named landowner is entitled to cast the number of votes shown above under the heading “Total Votes,” representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel is located within the territory proposed to be annexed to the CFD No. 2005-1, City of Atascadero, County of San Luis Obispo, State of California. Please advise the City Clerk, at (805) 461-5000, if the name set forth below is incorrect or if you are no longer one of the owners of this property. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

**Mail**

**Delivery:** If by mail, place ballot in the return envelope provided, and mail in an adequate amount of time so that the City Clerk receives the signed ballot no later than November 23, 2021, the date set for the election.

**Personal**

**Delivery:** If in person, deliver to the City Clerk at any time up to 6:00 p.m. on November 23, 2021, at the Clerk’s office at 6500 Palma Ave, Atascadero, CA 93422.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on November 23, 2021.

Very truly yours,

*Kelly Gleason*

Kelly Gleason  
Senior Planner

**TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.**

**OFFICIAL SPECIAL TAX BALLOT**

Name & Address of Property Owner:	Assessor's Parcel Number(s):
Michael Joy and Laura Joy, Trustees of The Michael and Laura Joy Family Trust dated March 11, 2016 Attn: Michael Joy and Laura Joy, Trustees 11885 Halcon Road Atascadero, CA 93422	045-401-014

ANNEXATION OF TERRITORY TO  
 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (SERVICES)  
 ANNEXATION NO. 24

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Atascadero be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Resolution No. 2021-068 adopted by the City Council on October 12, 2021 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Boundary Map No. 24 of Community Facilities District No. 2005-1 (Public Services) City of Atascadero, County of San Luis Obispo, State of California" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses).	YES _____  NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2021.

Michael Joy and Laura Joy, Trustee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**DRAFT RESOLUTION B**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ATASCADERO, CALIFORNIA, DECLARING THE RESULTS OF  
A SPECIAL ANNEXATION LANDOWNER ELECTION,  
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND  
DIRECTING THE RECORDING OF AN AMENDMENT  
TO NOTICE OF SPECIAL TAX LIEN**

**WHEREAS**, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the City Council of the City of Atascadero (the “City”) previously conducted proceedings to establish the City of Atascadero Community Facilities District No. 2005-1 (Public Services) (the “District”), and

**WHEREAS**, in proceedings conducted by this City Council pursuant to the Act, this City Council has adopted a Resolution entitled “Resolution of the City Council of the City of Atascadero, California, Authorizing the Annexation of Territory into Community Facilities District No. 2005-1 (Public Services), Authorizing the Levy of a Special Tax, and Submitting the Levy of Special Tax to Qualified Electors” (the “Resolution of Annexation”), which called for a special election of the qualified landowner electors in the territory of land proposed to be annexed to the District; and

**WHEREAS**, pursuant to the terms of the Resolution of Annexation, which is by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, this City Council has been informed of the Canvass, finds it appropriate, and wishes to complete its proceedings for the annexation of territory into the District.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The issue presented at the special election was the levy of a special tax within the territory annexed to the District, to be levied in accordance with the formula heretofore approved by this City Council, all as described in Resolution No. 2021-068, entitled “Resolution of the City Council of the City of Atascadero, California, Declaring its Intention to Annex Territory into Community Facilities District No. 2005-1 (Public Services) as Annexation No. 24, and to Authorize the Levy of Special Taxes Therein” adopted by this City Council on October 12, 2021.

**SECTION 3.** Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the District by more than two-thirds (2/3) of the votes cast at the special election.

**SECTION 4.** Pursuant to the voter approval, the annexed territory is hereby declared to be fully annexed to and part of the District and this City Council may levy special taxes therein as heretofore provided in these proceedings.

**SECTION 5.** It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District and the territory annexed thereto were valid and in conformity with the Act.

**SECTION 6.** Within 15 days of the date of adoption hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of San Luis Obispo, an Amendment to Notice of Special Tax Lien, as required by Section 53328.3 of the Act.

**SECTION 7.** This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

On motion by Council Member \_\_\_\_ and seconded by Council Member \_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ADOPTED:

CITY OF ATASCADERO

\_\_\_\_\_  
Heather Moreno, Mayor

ATTEST:

\_\_\_\_\_  
Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian A. Pierik, City Attorney

EXHIBIT A

City of Atascadero  
 Community Facilities District No. 2005-1  
 (Public Services)  
 Annexation No.  
 24

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on December 14, 2021, I canvassed the returns of the election held on December 14, 2021, for the City of Atascadero Community Facilities District No. 2005-1 (Public Services) Annexation No. 24 and the total number of votes cast in such election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	<b>Qualified Landowner Votes</b>	<b>Votes Cast</b>	<b>Votes YES</b>	<b>Votes NO</b>
City of Atascadero Community Facilities District No. 2005-1 (Public Services) Annexation No. 24 Special Tax Election, December 14, 2021	<u>6</u>	_____	_____	_____

**BALLOT MEASURE:** Shall the City Council of the City of Atascadero be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Resolution No. 2021-068 adopted by the City Council on October 12, 2021 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Boundary Map No. 24 of Community Facilities District No. 2005-1 (Public Services) City of Atascadero, County of San Luis Obispo, State of California" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses).

YES: \_\_\_\_\_

NO: \_\_\_\_\_

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on December 14, 2021.

By: \_\_\_\_\_  
 Lara K. Christensen, City Clerk City of Atascadero

**DRAFT ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY**

**WHEREAS**, the City of Atascadero (the “City”) has conducted proceedings pursuant to the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1 Division 2, Title 5 of the Government Code of the State of California (the “Act”) and the City of Atascadero Community Facilities District No. 2005-1 (Public Services) Ordinance enacted pursuant to the powers reserved by the City of Atascadero under Sections 3, 5, and 7 of Article XI of the Constitution of the State of California (the “CFD Ordinance”) (the Act and the CFD Ordinance may be referred to collectively as the “Community Facilities District Law”), to establish the City of Atascadero Community Facilities District No. 2005-1 (Public Services) (the “District”) for the purpose of financing police services, fire protection and suppression services, and park services (the “Services”) as provided in the Act; and

**WHEREAS**, the rate and method of apportionment of special tax for the District is set forth in Exhibit B to the City Council Resolution entitled “A Resolution of the City Council of the City of Atascadero, California, For the Formation of Community Facilities District No. 2005-1 (Public Services) (the “Resolution of Formation”), which was adopted on May 24, 2005; and

**WHEREAS**, the City has conducted proceedings to annex territory into the District and, with respect to the proceedings, following an election of the qualified electors in the territory proposed for annexation (the “Annexation Territory”), the City Council, on December 14, 2021, adopted a Resolution entitled “Resolution of the City Council of the City of Atascadero, California, Declaring the Results of Special Annexation Landowner Election, Determining Validity of Prior Proceedings, and Directing the Recording of an Amendment to Notice of Special Tax Lien.”

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATASCADERO HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** By the passage of this Ordinance, the City Council hereby authorizes and levies the special tax within the District, including the Annexation Territory, pursuant to the Community Facilities District Law, at the rate and in accordance with the rate and method of apportionment of special tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The special tax has previously been levied in the original territory of the District beginning in Fiscal Year 2006-07 pursuant to Ordinance No. 478 passed and adopted by the City Council on July 12, 2005 and the special tax is hereby levied commencing in Fiscal Year 2022-23 in the District, including the Annexation Territory, and in each fiscal year thereafter to pay for the Services for the District and all costs of administering the District.

**SECTION 3.** The City’s Finance Director or designee or employee or consultant of the City is hereby authorized and directed each fiscal year to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the District, including the Annexation Territory, in the manner and as provided in the Resolution of Formation.

**SECTION 4.** Exemptions from the levy of the special tax shall be as provided in the Resolution of Formation and the applicable provisions of the Community Facilities District Law. In no event shall the special tax be levied on any parcel within the District in excess of the maximum special tax specified in the Resolution of Formation.

**SECTION 5.** All of the collections of the special tax shall be used as provided in the Community Facilities District Law and in the Resolution of Formation, including, but not limited to, the payment of the costs of the Services, the payment of the costs of the City in administering the District, and the costs of collecting and administering the special tax.

**SECTION 6.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the City Council may provide for other appropriate methods of collection by resolution(s) of the City Council. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Luis Obispo in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of San Luis Obispo for Fiscal Year 2022-23 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

**SECTION 7.** If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the District, including the Annexation Territory, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the District, including the Annexation Territory, shall not be affected.

**SECTION 8.** A summary of this ordinance, approved by the City Attorney, together with the ayes and noes, shall be published twice: at least five days prior to its final passage in the Atascadero News, a newspaper published and circulated in the City of Atascadero, and; before the expiration of fifteen (15) days after its final passage, in the Atascadero News, a newspaper published and circulated in the City of Atascadero. A copy of the full text of this ordinance shall be on file in the City Clerk’s Office on and after the date following introduction and passage and shall be available to any interested member of the public.

**SECTION 9.** This Ordinance shall take effect 30 days from the date of final passage.

ITEM NUMBER: B-3  
DATE: 12/14/21  
ATTACHMENT: 3

**INTRODUCED** at a regular meeting of the City Council held on \_\_\_\_\_, 2021 and **PASSED APPROVED** and **ADOPTED** by the City Council of the City of Atascadero, State of California, on \_\_\_\_\_, 2021.

CITY OF ATASCADERO

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Heather Moreno, Mayor

ATTEST:

---

Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

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Brian A. Pierik, City Attorney