



CITY OF ATASCADERO CITY COUNCIL

AGENDA

Tuesday, November 12, 2019

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)**

City Council Regular Session:

6:00 P.M.

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

PLEDGE OF ALLEGIANCE: Council Member Newsom

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

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.

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 – October 22, 2019

- **Recommendation:** Council approve the October 22, 2019 Draft City Council Meeting Minutes. [City Clerk]

2. Network Switch Replacement Project

- Fiscal Impact: \$118,820.00
- Recommendations: Council:
 1. Authorize the City Manager to execute a contract with Helixstorm for a total of \$110,779.38 for the purchase of network switching infrastructure, licensing, and implementation and configuration services.
 2. Council authorize the Administrative Service Director to appropriate \$49,820 from the Technology Fund. [Technology]

3. Zoo Garden Event Center Construction Award

- Fiscal Impact: \$630,000.00
- Recommendations: Council:
 1. Award a construction contract for \$630,000 to Newton Construction & Management, Inc. for the Zoo Garden Event Center (City Project No. C2016M01).
 2. Authorize the City Manager to execute a contract with Newton Construction & Management, Inc. in the amount of \$630,000 for the construction of the Zoo Garden Event Center project.
 3. Authorize the Director of Administrative Services to appropriate an additional \$167,240 in Public Facilities Fees Fund balance for FY19/20 toward the Zoo Garden Event Center project. [Public Works]

4. Housing Element and Inclusionary Housing Ordinance Contract

- Fiscal Impact: None.
- Recommendations: Council:
 1. Authorize the City Manager to execute a contract for \$94,000 with MIG to provide planning consultant services for the preparation of the 6th cycle General Plan Housing Element update and Inclusionary Housing Ordinance.
 2. Authorize the Administrative Services Director to budget an additional \$25,000 in SB 2 grant funds and to appropriate an additional \$25,000 in grant funds for the Development of Housing Element and Inclusionary Housing Policy. [Community Development]

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. 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.)

B. PUBLIC HEARINGS:

1. Micro Community Project - Grand Oaks Paseo Residential Development (DEV19-0049)

- Ex-Parte Communications:
- Fiscal Impact: If the project is approved for processing, it shall be required to be annexed into the existing CFD so the added residential units fund impacts to City police, fire, and parks services.
- Recommendations: Council.
 1. Introduce for first reading, by title only, Draft Ordinance approving Title 9 Zone Text Amendments to the Planned Development Overlay Zone No. 27 (PD-27), based on findings.
 2. Adopt Draft Resolution, approving a Conditional Use Permit (Master Plan of Development) and Vesting Tentative Tract Map (Tract 3141) based on findings and subject to Conditions of Approval. [Community Development]

2. Road Abandonment to Summarily Vacate an Undeveloped Portion of San Cayetano Road Right-of-Way

- Ex-Parte Communications:
- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution recommending the City of Atascadero summarily vacate an unconstructed portion of right-of-way on San Cayetano Road based on findings consistent with the State of California Streets and Highways Code and the City's General Plan. [Public Works]

C. MANAGEMENT REPORTS:

1. Voter Opinion Survey on Feasibility of Potential Future Tax Ballot Measure

- Fiscal Impact: Approving staff recommendations will result in an appropriation of \$25,000 in General Fund reserves toward the City Manager budget for professional services.
- Recommendation: Council authorize the Administrative Services Director to appropriate \$25,000 in General Fund Reserves for consulting services with True North Research to conduct a voter opinion survey on the feasibility of a potential future tax ballot measure. [City Manager]

2. Animal Shelter Services Agreement – Amendment to the Current Animal Services Memorandum of Agreement

- Fiscal Impact: The proposed changes to the Agreement will increase costs for the City of Atascadero animal shelter to approximately \$166,000 annually.
- Recommendation: Council authorize the City Manager to execute Amendment No. 2 to the Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter. [City Manager]

- 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. Economic Vitality Corporation, Board of Directors (EVC)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Bourbeau

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

Council Member Fonzi

1. Air Pollution Control District
2. Atascadero Basin Ground Water Sustainability Agency (GSA)
3. City of Atascadero Design Review Committee
4. SLO Local Agency Formation Commission (LAFCo)

Council Member Funk

1. City of Atascadero Finance Committee
2. Homeless Services Oversight Council
3. League of California Cities – Council Liaison

Council Member Newsom

1. California Joint Powers Insurance Authority (CJPIA) Board
2. City / Schools Committee
3. City of Atascadero Design Review Committee
4. Visit SLO CAL Advisory Committee

- 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. ADJOURN

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

WELCOME TO THE ATASCADERO CITY COUNCIL MEETING

The City Council meets in regular session on the second and fourth Tuesday of each month at 6:00 p.m. Council meetings will be held at the City Hall Council Chambers, 6500 Palma Avenue, Atascadero. Matters are considered by the Council in the order of the printed Agenda. Regular Council meetings are televised live, audio recorded and videotaped for future playback. Charter Communication customers may view the meetings on Charter Cable Channel 20 or via the City's website at www.atascadero.org. Meetings are also broadcast on radio station KPRL AM 1230. Contact the City Clerk for more information at cityclerk@atascadero.org or (805) 470-3400.

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 during City Hall business hours at the Front Counter of City Hall, 6500 Palma Avenue, Atascadero, and on our website, 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 in the City Clerk's office.

In compliance with the Americans with Disabilities Act, **if you need special assistance to participate in a City meeting or other services offered by this City**, please contact the City Manager's Office or the City Clerk's Office, both at (805) 470-3400. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

TO SPEAK ON SUBJECTS NOT LISTED ON THE AGENDA

Under Agenda item, "COMMUNITY FORUM", the Mayor will call for anyone from the audience having business with the Council to approach the lectern and be recognized.

1. Give your name for the record (not required)
2. State the nature of your business.
3. All comments are limited to 3 minutes.
4. All comments should be made to the Mayor and Council.
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present

This is the time items not on the Agenda may be brought to the Council's attention. A maximum of 30 minutes will be allowed for Community Forum (unless changed by the Council). If you wish to use a computer presentation to support your comments, you must notify the City Clerk's office at least 24 hours prior to the meeting. Digital presentations must be brought to the meeting on a USB drive or CD. You are required to submit to the City Clerk a printed copy of your presentation for the record. Please check in with the City Clerk before the meeting begins to announce your presence and turn in the printed copy.

TO SPEAK ON AGENDA ITEMS (from Title 2, Chapter 1 of the Atascadero Municipal Code)

Members of the audience may speak on any item on the agenda. The Mayor will identify the subject, staff will give their report, and the Council will ask questions of staff. The Mayor will announce when the public comment period is open and will request anyone interested to address the Council regarding the matter being considered to step up to the lectern. If you wish to speak for, against or comment in any way:

1. You must approach the lectern and be recognized by the Mayor
2. Give your name (not required)
3. Make your statement
4. All comments should be made to the Mayor and Council
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present
6. All comments limited to 3 minutes

The Mayor will announce when the public comment period is closed, and thereafter, no further public comments will be heard by the Council.



CITY OF ATASCADERO CITY COUNCIL

DRAFT MINUTES

Tuesday, October 22, 2019

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)**

City Council Regular Session:

6:00 P.M.

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

Mayor Moreno called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

ROLL CALL:

Present: Council Members Fonzi, Funk, Newsom, Mayor Pro Tem Bourbeau and Mayor Moreno

Absent: None

Staff Present: City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, Public Works Director Nick DeBar, Police Chief Jerel Haley, Community Development Director Phil Dunsmore, Fire Captain Tom Peterson, City Attorney Brian Pierik and Deputy City Manager/City Clerk Lara Christensen

APPROVAL OF AGENDA:

MOTION: By Mayor Pro Tem Bourbeau and seconded by Council Member Fonzi 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 5:0 by a roll-call vote.

PRESENTATIONS:**1. Proclamation proclaiming October 2019 Domestic Violence Awareness Month**

The Council presented the Proclamation to Greg Malik, RISE Board Member.

2. Employee Recognition

City Manager Rickard presented the following employees with Service Awards:

- **10 Years:** Flavia Parotti, Lead Zookeeper
- **15 Years:** David Anastasia, Systems Administrator III
Rochelle Hanson, Police Corporal
Michael Stornetta, Fire Engineer
- **20 Years:** Kelly Arebalo, Administrative Assistant
Casey Bryson, Fire Chief

A. CONSENT CALENDAR:**1. City Council Draft Action Minutes – October 8, 2019**

- Recommendation: Council approve the October 8, 2019 Draft City Council Meeting Minutes. [City Clerk]

2. September 2019 Accounts Payable and Payroll

- Fiscal Impact: \$2,513,683.87
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for September 2019. [Administrative Services]

3. Amendment to Atascadero Municipal Code Section 4-2.1301 – Time Limit Parking

- Fiscal Impact: None.
- Recommendation: Council adopt on second reading, by title only, Draft Ordinance amending Title 4, Chapter 2, Article 13, Section 4-2.1301 of the Atascadero Municipal Code regarding time limit parking areas. [Police Department]

4. Resolution to Authorize Application for Prop 68 Parks and Recreation Grant Per Capita Program Funds

- Fiscal Impact: The City of Atascadero is eligible to receive a minimum of \$200,000 and can apply for multiple projects. If awarded, this grant will have a positive fiscal impact, as it will allow for much needed park enhancements to take place.
- Recommendation: Council approve Draft Resolution authorizing an application for Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Per Capita Program Funds to the California Department of Parks and Recreation. [City Manager]

MOTION: By Council Member Funk and seconded by Council Member Newsom to approve the Consent Calendar. (#A-3: Ordinance No. 629) (#A-4: Resolution No. 2019-080)
Motion passed 5:0 by a roll-call vote.

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 during Community Forum: Emily Reneau, Geoff Auslen (Exhibit A), Regina Sampson and Jake White

B. PUBLIC HEARINGS: None.**C. MANAGEMENT REPORTS:****1. Discussion of Mobile Home Park Rent Stabilization Issue**

- Fiscal Impact: None at this time.
- Recommendation: Council discuss mobile home park rent stabilization issue and provide direction to staff. [City Attorney]

City Attorney Pierik gave the report and answered questions from the Council.

Mayor Moreno recessed the meeting at 8:01 p.m.

Mayor Moreno reconvened the meeting at 8:12 p.m. with all present.

PUBLIC COMMENT:

The following citizens spoke on this item: Steve Petrowsky, Kent Groseclose, Karen Levanway, Betty Lightfoot, Jan Whitely, Tracey Finegan, Jim Joffe, Jarryd Gonzales, Clyde Snyder, Jim Cain, and Jeannie Ashby

Following discussion by the Council, Mayor Moreno appointed an ad hoc Committee of Mayor Pro Tem Bourbeau and Council Member Fonzi to look specifically into the issue with Rancho del Bordo and how the City may help to facilitate any resolution for the mobile home owners at this park.

Mayor Moreno recessed the meeting at 9:08 p.m.

Mayor Moreno reconvened the meeting at 9:13 p.m. with all present.

2. Sphere of Influence and MOA Update

- Fiscal Impact: None at this time.
- Recommendation: Council adopt Draft Resolution approving a Memorandum of Agreement between the City of Atascadero and the County of San Luis Obispo regarding the City's Sphere of Influence and other study areas adjacent to the City Limits. [Community Development]

Community Development Director Dunsmore gave the report and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke on this item: Mike Prater

Following discussion by the Council, Mayor Moreno suggested that language in Section 2 of Exhibit B of the MOA be changed. Upon clarification, Council indicated that if the County did not accept the request to change the language in Section 2, any approval of the MOA would still be valid.

Mayor Moreno closed the Public Comment period.

MOTION: By Council Member Fonzi and seconded by Council Member Newsom to adopt Resolution No. 2019-081 approving a Memorandum of Agreement No. 2019-014 between the City of Atascadero and the County of San Luis Obispo regarding the City's Sphere of Influence and other study areas adjacent to the City Limits and request that the County change the language of Section 2 of Exhibit B to the MOA to read as follows:

... Per provision 12 below a higher level of coordination *shall* take place for projects in the areas of focus described in that section. ...
Motion passed 5:0 by a roll-call vote.

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:

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

Mayor Moreno

1. County Mayors Round Table
2. SLO Council of Governments (SLOCOG)

Mayor Pro Tem Bourbeau

1. Integrated Waste Management Authority (IWMA)

Council Member Funk

1. League of California Cities – Council Liaison

Council Member Funk reported that she and Mayor Pro Tem Bourbeau attended the League of California Cities annual conference with the City Manager October 16-18 in Long Beach.

Council Member Newsom

1. City of Atascadero Design Review Committee

E. INDIVIDUAL DETERMINATION AND / OR ACTION: None**F. ADJOURN**

Mayor Moreno adjourned the meeting at 9:59 p.m.

MINUTES PREPARED BY:

Lara K. Christensen
Deputy City Manager / City Clerk

The following exhibit is available for review in the City Clerk's office:

- Exhibit A – Photo of recycle bin at Glenn's Repair

APPROVED:



Atascadero City Council

Staff Report – Information Technology Division

Network Switch Replacement Project

RECOMMENDATIONS:

Council:

1. Authorize the City Manager to execute a contract with Helixstorm for a total of \$110,779.38 for the purchase of network switching infrastructure, licensing, and implementation and configuration services.
2. Council authorize the Administrative Service Director to appropriate \$49,820 from the Technology Fund.

DISCUSSION:

Background

The City's network switching infrastructure is comprised of physical switches located at each City facility. These switches are responsible for transporting data between all network equipment, e.g., staff computers, phones, printers, servers, etc. The current switches were installed between 2010 and 2013 and have reached their end-of-life. The City's switching infrastructure is showing signs of aging. Recent network performance issues are most likely resulting from these older pieces of hardware. In order to maintain a secure and stable computing environment, the switching infrastructure must be replaced.

Hardware

City staff made the determination in the mid-2000s to standardize switching hardware to a single manufacturer. The determination at the time was to utilize Hewlett Packard exclusively for all switching hardware. City staff reviewed that decision at the onset of this current project and upheld the decision to continue to standardize with Hewlett Packard, now Hewlett Packard Enterprise (HPE), for all switching hardware. HPE supplies excellent technology at a price point the City can utilize.

City staff originally budgeted \$69,000 for the replacement of all City switches, along with the purchase of additional switches, to increase the end-point capacity at a few facilities. City staff utilized the services of Helixstorm to assist with the design and equipment selection for this project. After working with Helixstorm, it was clear that the initial budget assumption was below what it would take to adequately meet the City's growing needs. City staff worked with Helixstorm to reduce costs as much as reasonably possible. The resulting quote strikes an advantageous balance between functionality and cost. The quote shows pricing for all the required hardware as well as the services for implementation and

configuration. The quoted hardware pricing is below published NASPO ValuePoint pricing, therefore, as allowed under Section II-3.1.h.3 of the Purchasing Policy, \$100,779.38 in switching hardware will be purchased through Helixstorm.

Services

City staff relied heavily on Helixstorm's knowledge of both the City's network and switching best practices to select the hardware that will best meet the City's needs. As allowed under Section V-3.1.f.3 of the Purchasing Policy, City staff has also selected Helixstorm to install and configure the new switches. Helixstorm has contracted with the City for many years on projects ranging from server virtualization migration and storage architecture to database server upgrades. Helixstorm has an intimate knowledge of the City's network that would take many hours and dollars for a new vendor to acquire an equitable level of knowledge to assist with this project. Helixstorm has provided excellent service in the past allowing staff to confidently present them as the sole source vendor for this project.

Conclusion

The IT Division has selected Helixstorm to install and configure switches purchased from HPE that will replace all existing switches located at City facilities. The new switches will enable staff to stabilize the City's network and will provide staff with greater insight into the overall performance of the City's network.

FISCAL IMPACT:

A total project budget of \$69,000 is included in the adopted FY 2019-2021 budget. This action will result in the expenditure of a contract amount of \$110,779.38, not including travel expenses and a 5% contingency. The remaining funds will be appropriated from the Technology Fund.

Expenditure summary:

PROPOSED FUNDING USES	
Hardware	\$ 100,780
Installation/Configuration Services	10,000
Project Contingency (5%)	5,540
Travel Expenses (not to exceed)	2,500
Total Estimated Costs	\$ 118,820

ESTIMATED FUNDING SOURCES	
2019-2020 Budgeted Technology Funds	\$ 69,000
Proposed Technology Reserves	49,820
Total Funding Sources	\$ 118,820

PROJECT FUNDING SURPLUS/(SHORTFALL)	<u>\$ -</u>
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ATTACHMENT:

Quote

ITEM NUMBER: A-2
 DATE: 11/12/19
 ATTACHMENT: 1



27238 Via Industria, Temecula, Ca 92590

Direct: 951-225-3493 Mobile: 619-757-3704

Email: dave.jenks@helixstorm.com

QUOTE

Number HLXQ4589-02

Date Oct 29, 2019

Sold To:

City of Atascadero
 Luke Knight
 6500 Palma Ave
 Atascadero, CA 93422

Phone: (805) 461-5000

Email: LKnight@atascadero.org

Ship To:

City of Atascadero
 Luke Knight
 6500 Palma Ave
 Atascadero, CA 93422

Phone: (805) 461-5000

Email: LKnight@atascadero.org

Consultant	P.O. Number	Ship Via	Terms
Dave Jenks		Ground	Net 30

Qty	Description	Unit Price	Ext. Price
Police Core Switching			
1	Aruba 5412R z12 Switch Aruba 5400R z12 Management Module (4) Aruba 20p PoE + / 4p SFP+ v3 z12 Mod (2) Aruba 24p 1000BASE-T PoE+ v3 z12 Module (2) Aruba 5400R 2750W PoE+ z12 Power Supply (10) HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 2m Cable (10) Aruba 10G SFP+ LC SR 300m OM3 MMF Transceiver HPE 3Y FC 24X7 ARUBA 5412R ZL2 SWITC SVC	\$24,882.00	\$24,882.00
MDF			
4	Aruba 3810M 48G PoE+ 1-slot Switch	\$3,064.75	\$12,259.00
8	Aruba X372 54VDC 680W Power Supply	\$274.70	\$2,197.60
4	Aruba 3810M 4-port Stacking Module	\$473.55	\$1,894.20
3	Aruba 3800/3810M 1m Stacking Cable	\$125.05	\$375.15
IDF 2			
4	Aruba 3810M 48G PoE+ 1-slot Switch	\$3,064.75	\$12,259.00
8	Aruba X372 54VDC 680W Power Supply	\$274.70	\$2,197.60
4	Aruba 3810M 4-port Stacking Module	\$473.55	\$1,894.20
3	Aruba 3800/3810M 1m Stacking Cable	\$125.05	\$375.15

IDF 3

Continued on Next Page...

Approved By: _____

Date: _____



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1 of 2

ITEM NUMBER: A-2
 DATE: 11/12/19
 ATTACHMENT: 1

Qty	Description	Unit Price	Ext. Price
1	Aruba 2930F 48G PoE+ 4SFP Switch	\$2,050.00	\$2,050.00
IDF 4			
4	Aruba 3810M 48G PoE+ 1-slot Switch	\$3,064.75	\$12,259.00
8	Aruba X372 54VDC 680W Power Supply	\$274.70	\$2,197.60
4	Aruba 3810M 4-port Stacking Module	\$473.55	\$1,894.20
3	Aruba 3800/3810M 1m Stacking Cable	\$125.05	\$375.15
OffSite Switches			
1	Aruba 3810M 48G PoE+ 1-slot Switch	\$3,064.75	\$3,064.75
2	Aruba 2530 48G PoE+ Switch	\$1,377.60	\$2,755.20
9	Aruba 2530 24G PoE+ Switch	\$861.00	\$7,749.00
Airwave Licensing - Network Management			
30	Aruba LIC-AW Aruba Airwave with RAPIDS and VisualRF 1 Device License E-LTU	\$75.00	\$2,250.00
30	Aruba 3Y FC 24x7 Airwave 1 Dev E-LTU	\$31.00	\$930.00
1	Helixstom Implementation and Configuration - Fixed Fee Networking	\$10,000.00	\$10,000.00
Travel and Expenses billed separately			
Quote valid for 30 days		SubTotal	\$103,858.80
Tax and shipping will be assessed upon invoicing when applicable		Tax	\$6,620.58
All services are an estimate and a formal Statement of Work is required when applicable		Shipping	\$300.00
		Total	\$110,779.38

Approved By: _____
 Date: _____





Atascadero City Council

Staff Report – Public Works Department

Zoo Garden Event Center Construction Award

RECOMMENDATIONS:

Council:

1. Award a construction contract for \$630,000 to Newton Construction & Management, Inc. for the Zoo Garden Event Center (City Project No. C2016M01).
2. Authorize the City Manager to execute a contract with Newton Construction & Management, Inc. in the amount of \$630,000 for the construction of the Zoo Garden Event Center project.
3. Authorize the Director of Administrative Services to appropriate an additional \$167,240 in Public Facilities Fees Fund balance for FY19/20 toward the Zoo Garden Event Center project.

DISCUSSION:

Background

The Zoo Garden Event Center will be a new City facility that will provide a multi-purpose space for Charles Paddock Zoo education programs and Atascadero Lake Park events. Staff began work on this project in late 2016 with architect Mark Dariz to develop preliminary design work to meet the needs of various uses and activities. In Fall 2018, Ravatt & Albrecht was hired to perform final design and preparation of construction plans and specifications for the project. Since that time, the City has worked with the design team to refine the architecture and site layout to meet multiple user needs and provide as much flexibility as possible, while keeping the facility at a level that won't trigger more expensive mandatory Building Code requirements such as additional restrooms and electrical vehicle charging stations.

Design Analysis

The Zoo Garden Event Center is envisioned as a multi-use, open-walled, pavilion-type structure that will provide: a new zoo education space to replace the educational space that was displaced by the Red Panda Exhibit project, as well as a venue for other Zoo and Park programs, special events, and private rentals. Given the varied space needs, a project design advisory team comprised of members from various City departments

was created. The advisory team provided input and feedback to the design team to ensure that the facility design provides a space to meet the various needs to which it will serve while providing flexibility for future uses.

The following essential design requirements for the Zoo Garden Event Center were identified during the preliminary design process:

1. Direct connection to the Zoo – new facility to be located where the volleyball court currently exists. An ADA compliant pathway will be provided from the Zoo main entrance to the new facility.
2. Perimeter fencing meeting the accreditation requirements of Association of Zoos & Aquariums (AZA).
3. Approximately 1,200 square feet of covered, open interior space (finished concrete slab floor).
4. Approximately 5,000 square feet of uncovered finished concrete patio area (partially pervious concrete).
5. Storage room within building footprint for tables, chairs, stage, etc. to support the various uses.
6. Minimal site amenities sufficient for rental of building for private events, either alone or part of Zoo or Park rental.
7. Electrical service for built-in and string lighting, outlets, and other uses. The service will be supplied from the existing meter at Zoo maintenance building.
8. Design of building to meet Lake Park Design standards, while incorporating design features from existing Zoo buildings.
9. Meet all Code requirements.
10. Minimize impacts to existing trees, drainage patterns and Zoo animals.

Plans showing the proposed facility are included as Attachment 2.

Bid Analysis

The project was publicly bid starting August 29, 2019 for a minimum of 30 days in accordance with State Contracting Laws and the City's Purchasing Policy. A public bid opening was held on October 15, 2019 and three bids were received ranging from \$418,000 to \$698,507. The bid proposals were reviewed for mathematical accuracy and compliance with project bidding requirements. A bid protest was received from the second lowest bidder, Newton Construction & Management (Newton), regarding the responsiveness and responsibility of the bid proposal received from the apparent low bidder, Davner Construction (Davner). Davner is a relatively new contractor and the protest was partially based upon their project experience.

The City determined that Davner's bid proposal was responsive and responsible per the bidding requirements. However, Davner notified the City that their bid proposal had errors related to not including costs for foundation work and made a formal request to withdraw their bid from consideration. Therefore, the City Engineer has determined that Newton Construction & Management, Inc. of San Luis Obispo is the lowest responsive bidder at \$630,000.

Environmental Review

The proposed project is Categorically Exempt (Class 3) from the provisions of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) pursuant to CEQA Guidelines Section 15303, which exempts the construction of structures less than 2,500 square feet in floor area. A finding of exemption is on file in the project records.

The Zoo Garden Event Center project has been planned and budgeted for the last few years and includes \$741,760 in funding from the Public Facilities Fees Fund. There has been an estimated \$80,000 spent to date on the design and bid phases, leaving \$661,760 in remaining estimated budgeted funds to complete the project. Staff recommends keeping a 15% construction contingency for the project (\$95,000), and believes it will cost \$54,000 for construction testing, inspection, and support activities to complete the project. An additional \$50,000 is estimated for sound equipment, shelving, furniture and other equipment necessary to run the facility. Due to the high construction cost that we are seeing, an additional budget appropriation of \$167,240 in Public Facilities Fees Fund reserves is necessary to complete the Project. The Public Facilities Fees Fund contains adequate fund balance to cover the budget shortfall.

FISCAL IMPACT:

Award of the construction contract to Newton Construction & Management, Inc. for the Zoo Garden Event Center (City Project No. C2016M01) will result in the expenditure of \$630,000 in Public Facilities Fees.

The Project funding sources and uses are as follows:

PROPOSED FUNDING USES	
Design and Bid Phase	\$ 80,000
Construction Contract	630,000
Construction Testing, Inspection and staff time (8%)	54,000
Equipment and Furniture	50,000
Construction Contingency (15%)	95,000
Total Estimated Costs	<u>\$ 909,000</u>

ESTIMATED FUNDING SOURCES	
Public Facilities Fees Fund budgeted funds	\$ 741,760
Proposed Public Facilities Fees Fund Reserves	167,240
Total Funding Sources	<u>\$ 909,000</u>

PROJECT FUNDING SURPLUS/(SHORTFALL)	<u>\$ -</u>
-------------------------------------	-------------

ALTERNATIVES:

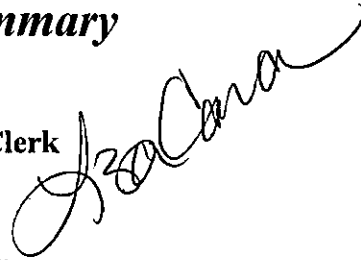
Council may cancel the project or direct staff to rebid the project. Staff does not recommend rebidding the project since construction is proposed to occur over a traditionally slow construction period (winter) for contractors, and rebidding will likely result in higher bids. In accordance with the Public Contracting Code, Davner is not allowed to submit a bid proposal if the project is rebid since they withdrew their bid proposal.

ATTACHMENTS:

1. Bid Summary
2. Zoo Garden Event Center Plans

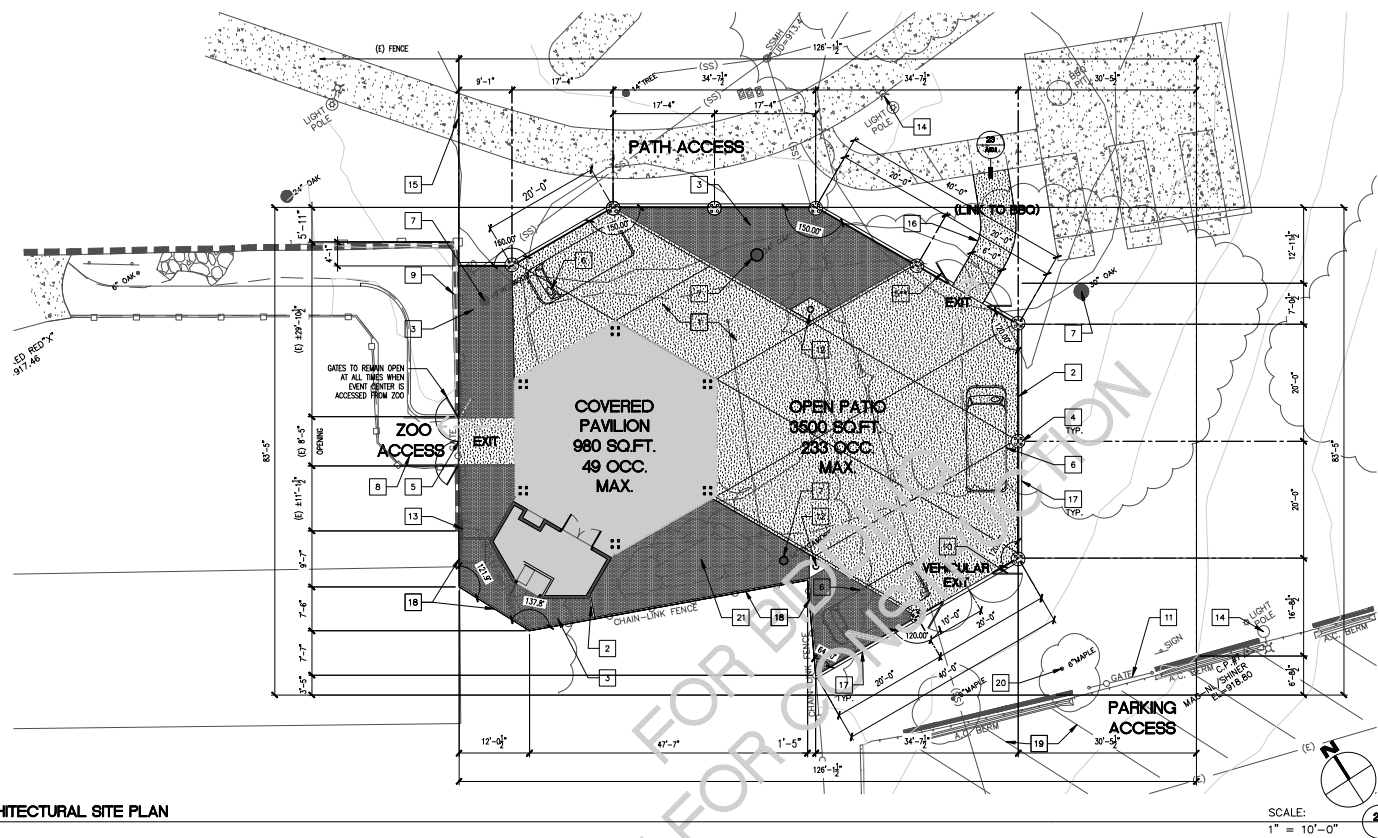
City of Atascadero
Office of the City Clerk
Bid Summary

TO: Public Works
FROM: Lisa Cava, Deputy City Clerk
BID PROJECT # 2019-007
OPENED: 10/15/2019
PROJECT: Zoo Garden Event Center



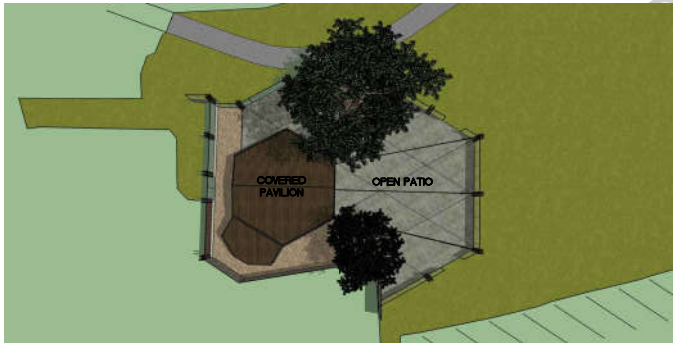
Bids were received and opened today, as follows:

<u>Name of Bidder</u>	<u>Bid Total</u>
Davner Construction	\$418,000.00
Newton Construction	\$630,000.00
Rob Reynolds Construction	\$698,507.00



ARCHITECTURAL SITE PLAN

SCALE:
1" = 10'-0"



AERIAL VIEW

SCALE:
NTS



SITE PERSPECTIVE

SCALE:
NTS

- PROJECT INCLUDES**
- NEW 980 SQ.FT. COVERED PAVILION USED FOR ZOO RELATED CLASSROOM ACTIVITIES AND PRESENTATIONS. 49 OCCUPANTS MAXIMUM.
 - 150 SQ.FT. ENCLOSED STORAGE SPACE WITH UTILITY SINK.
 - 6000 SQ.FT. ENCLOSED OPEN PATIO WITH 3500 SQ.FT. NET HARSCOPE. 233 OCCUPANTS MAXIMUM.
 - 2 EXITS PROVIDED; 1 VEHICULAR EXIT PROVIDED.

PROJECT DESCRIPTION

1. NO EXISTING STRUCTURES ARE LOCATED IN PROJECT AREA. CLEAR AREA OF ALL EXISTING ELEMENTS NOT NEEDED FOR COMPLETION OF THE PROJECT.
2. EXISTING TREES TO REMAIN. PROTECT IN PLACE.
3. DIMENSIONS ARE RELATED TO EXISTING ELEMENTS. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL FIELD CONDITIONS AND DIMENSIONS.

GENERAL NOTES

1. PROVIDE NEW CONCRETE PATIO WITH ACCENT BANDS PER CITY OF ATASCADERO STANDARD. REFER TO CIVIL.
2. PROVIDE 48"-0" WROUGHT IRON FENCE. DESIGN TO MATCH EXISTING ZOO. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
3. PERVIOUS CONCRETE. CITY TO PROVIDE SPECIFICATIONS.
4. REUSED 10" STEEL COLUMNS, TYPICAL AT FENCE. PROVIDED BY OWNER. PREP AND PAINT.
5. PROVIDE PAIR OF 4'-0"x8'-0" MAN GATES, FABRICATED WROUGHT IRON, PATTERN TO MATCH EXISTING ZOO FENCING. PROVIDE PANIC HARDWARE AND 5' LEVEL LANDING ON EACH SIDE, NO MORE THAN 2% SLOPE IN ANY DIRECTION. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
6. FOOD & BEVERAGE TRUCKS TEMPORARY PARKING LOCATION FOR REFERENCE ONLY. TRUCKS CANNOT BLOCK EXIT PATHS.
7. EXISTING TREE TO REMAIN. PROTECT IN PLACE DURING CONSTRUCTION.
8. EXISTING DO WALKWAY TO REMAIN. ENSURE EXISTING SURFACE IS STABLE, FIRM AND SLIP RESISTANT.
9. EXISTING CONCRETE WALL WITH FENCE TO REMAIN. PROTECT IN PLACE.
10. PROVIDE PAIR OF 5'-0"x8'-0", FABRICATED WROUGHT IRON GATES, PATTERN TO MATCH EXISTING ZOO FENCING FOR VEHICULAR ACCESS. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
11. EXISTING WOOD BARRIER AND GATE AT EXISTING PARKING TO REMAIN.
12. PROVIDE UPLIGHT IN CONCRETE TOWARDS TREE. REFER TO ELECTRICAL.
13. PROVIDE 3'-0" MAN GATE, FABRICATED WROUGHT IRON, PATTERN TO MATCH EXISTING ZOO FENCING. PROVIDE LEVEL LANDING ON EACH SIDE. NO MORE THAN 2% MAX SLOPE IN ANY DIRECTION. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
14. EXISTING LIGHT POLE TO REMAIN.
15. EXISTING CONCRETE WALK TO REMAIN.
16. PROVIDE NEW CONCRETE WALK, BROOM FINISH. REFER TO CIVIL.
17. PROVIDE 6" CONCRETE MOW STRIP AT FENCE, TYP.
18. PROVIDE PRIVACY FENCE ALONG EXISTING CHAIN LINK PIPE FENCE PER DETAIL 33/A10.1. PATCH AND REPAIR OR PROVIDE NEW CHAIN LINK FENCE AS REQUIRED FOR ASSEMBLY.
19. EXISTING PARKING LOT TO REMAIN, NO WORK IN THIS AREA.
20. REMOVE EXISTING NON-SPECIMEN TREE.
21. PERVIOUS CONCRETE. CITY TO PROVIDE SPECIFICATIONS.

** PROVIDE DETEX V406B(WH)NS-CD48 WEATHERIZED ALARMED RIM EXIT DEVICE WITH BATTERY. REFER TO DETAIL 32/A10.1

KEYNOTES



PUBLIC WORKS DEPARTMENT
4000 PM MAIN AVE
ATASCADERO, CA 93422



RA
RAVATT ALBRECHT & ASSOCIATES, INC.
ARCHITECTURE & ENGINEERING

RAVATT ALBRECHT & ASSOCIATES, INC.
ARCHITECTURE & ENGINEERING
10000 N. 10TH AVE., SUITE 100
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TEL: (303) 751-1100
FAX: (303) 751-1101
WWW.RA-ARCHITECTS.COM

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Write dimensions like integers, never use fractions. Do not state close. Contractor shall be held responsible for any discrepancies and shall be held responsible for the accuracy of the information.

REVISIONS	
SUBMITTAL	02/20/19
REVISION 1	06/05/19
REVISION 2	07/16/19
BID SET	07/19/19



PROJECT
ATASCADERO ZOO GARDEN
EVENT CENTER
9305 PEMO AVENUE
ATASCADERO, CA 93422

SHEET TITLE
ARCHITECTURAL
SITE PLAN

OWNER
PUBLIC WORKS DEPARTMENT
4000 PM MAIN AVE
ATASCADERO, CA 93422
(805) 468-5000

DATE: JULY 19, 2019

PROJECT MANAGER: AK
JOB NUMBER: 18.723

A1.0



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Written dimensions take precedence over noted dimensions. Do not make notes. Contractor shall verify all dimensions and conditions in the field. Any discrepancies shall be noted in the attention of RA & Associates.

REVISIONS	
SUBMITTAL	02/20/19
REVISION 1	06/05/19
REVISION 2	07/16/19
BID SET	07/19/19



PROJECT
ATASCADERO ZOO GARDEN
EVENT CENTER
9305 PEMO AVENUE
ATASCADERO, CA 93422

SHEET TITLE
EXTERIOR VIEWS

OWNER
PUBLIC WORKS DEPARTMENT
4000 FM 141 EAST
ATASCADERO, CA 93422
(805) 468-5000

DATE: JULY 19, 2019

PROJECT MANAGER: AK
JOB NUMBER: 18.723

A4.2



PERIMETER VIEW SCALE: NTS 32



PATIO VIEW SCALE: NTS 12



PAVILION VIEW SCALE: NTS 34



STORAGE VIEW SCALE: NTS 14



Atascadero City Council

Staff Report – Community Development Department

Housing Element and Inclusionary Housing Ordinance Contract

RECOMMENDATIONS:

Council:

1. Authorize the City Manager to execute a contract for \$94,000 with MIG to provide planning consultant services for the preparation of the 6th cycle General Plan Housing Element update and Inclusionary Housing Ordinance.
2. Authorize the Administrative Services Director to budget an additional \$25,000 in SB 2 grant funds and to appropriate an additional \$25,000 in grant funds for the Development of Housing Element and Inclusionary Housing Policy.

DISCUSSION:

The Housing Element of the General Plan is a state mandated element that must be updated in accordance with the City's Regional Housing Needs Assessment (RHNA). The previous RHNA cycle (5th cycle) began in 2015 and runs through 2019. The next RHNA cycle runs from 2019 to 2028. The new Housing Element must be completed by the end of the 2020 Calendar year in order to meet State certification deadlines. In conjunction with this effort, the City will be preparing an update to the City's affordable Inclusionary Housing Policy to respond to recent changes in state density bonus law and to continue to meet state affordable housing mandates.

Staff issued a RFP to seek consultant help for these activities in August 2019 and received two proposals in September 2019. One proposal was received from MIG out of Pasadena and another from EMC out of the Monterey area. Staff interviewed both consultants and selected MIG due their experience and history of successfully working with the State HCD (Housing and Community Development). The City of Paso Robles has also selected MIG to prepare their Housing Element. Since both Cities are utilizing the same consultant, there will be some cost savings due to shared meeting dates as the consultants can serve both Cities with one trip to our region.

As part of the timeline to meet the certification deadlines, staff anticipated awarding a contract in early November 2019, with work to start immediately following a kickoff meeting that is anticipated in late November. Awarding the contract to MIG meets the timeline and keeps the City on target for the end of 2020 deadlines. The scope of work (Attachment 1) identifies all work to be completed by 2020.

This project is included in the adopted FY2019-2021 budget; however, the budget estimated both related grant income and a total project cost of \$75,000. The consultant's proposal of \$94,000 includes a very robust public outreach process and the cost is consistent for this type of work. Staff is recommending an additional \$6,000 be budgeted for other incidental costs associated with the Project. All project costs are anticipated to be covered by a non-competitive grant that is available through Senate Bill 2 (SB 2). SB 2 allocates funding to each local community based on population size. In Atascadero, \$160,000 is allocated towards activities that meet the grant criteria. In order to be eligible for grant funding, eligible activities must demonstrate a clear path to the production of affordable housing. The Housing Element and Inclusionary Ordinance are both activities that clearly fit eligibility criteria. Although grant funding will not be available until January of this year, the grant funding is retroactive back to May of 2019. Consultant costs will be covered by the grant, however there will be some costs related to significant staff time associated with these projects.

FISCAL IMPACT:

Award of the contract to MIG for the Development of Housing Element and Inclusionary Housing Policy Project will have no net fiscal impact to the City. All consultant costs associated with this required project are anticipated to be covered by SB 2 grant funds.

ALTERNATIVES:

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

ATTACHMENT:

MIG scope of work and budget

MIG Scope of Work

We have prepared a scope of services based upon our extensive Housing Element experience, a review of the RFP, and our understanding of Atascadero's needs. The City prepared a detailed scope of work in the RFP. Our proposed scope of work deviates slightly from that scope in that we propose slightly different processes, drawing on our previous experiences and best practices, and recognizing that HCD likely will not be allowing for streamlined review. Based on subsequent discussions with City staff, the scope and budget can be expanded, contracted, or otherwise modified.

We have developed a scope that addresses the requirements of State law, together with a rigorous schedule to adhere to the State adoption deadline for the Housing Element (December 31, 2020). In preparing the Housing Element update, MIG will ensure that all requirements of recent State legislation are addressed. This legislation includes the new State laws included as part of the 2017 California Housing Package (identified in the Project Understanding discussion in the preceding pages of this proposal), with two items in particular affecting the drafting of the Housing Element update:

- AB 879 (Grayson) adds specific requirements to the non-governmental constraints analysis related to local ordinances or development patterns that could impact the cost and supply of residential development. AB 879 also requires a program to address and remove nongovernmental constraints to the maintenance, improvement, and development of housing.
- AB 1397 (Low) makes numerous changes to how a jurisdiction establishes its Housing Element sites inventory and places new requirements on non-vacant sites identified in a Housing Element from a prior planning period and vacant sites identified in Housing Elements from two consecutive prior planning periods.

While HCD has indicated that it will not make streamlined review an option for the sixth housing element cycle, HCD may provide mechanisms for cities to gain efficiencies in the review process. We will keep the City abreast of any development in this respect.

Task 1: Project Initiation and Ongoing Coordination

1.1 PROJECT KICK-OFF AND SCOPE REFINEMENT

We will conduct a kick-off meeting with City staff to refine the work scope, identify key project team roles, and establish product review procedures. The project scope—including community engagement components and optional tasks—will be refined based on our discussions and critical project milestones, and a clear project schedule will be established. The project schedule will outline a work plan focused on achieving an adopted Housing Element by the end of 2020, ahead of the statutory deadline. In conjunction with the kick-off meeting, MIG will participate in a tour of the City and orientation with City staff. City staff will be responsible for arranging a vehicle for the tour and planning the tour route. This scope and budget assume that the kickoff meeting will happen on the same day (or on consecutive days) as the City of Paso Robles kick-off meeting.

1.2 PROJECT MANAGEMENT, PROJECT TEAM MEETINGS/CALL

For the duration of the project, the MIG project manager will conduct regular (biweekly) phone calls with City staff to ensure project coordination and to support close collaboration. These calls will allow the team to review project status, discuss issues and documents, and plan presentations. Any in-person meetings will be held as needed in conjunction with outreach meetings to provide cost efficiencies associated with travel. This task also includes project management related to invoicing and status reports.

1.3 SB 18 CONSULTATION (OPTIONAL)

We have included an optional task to assist the City with SB 18 consultation, as required by State law. As part of this optional task, MIG will provide the City with letter templates for the Native American Heritage Commission and tribes, along with instructions for SB 18 Consultation. Telephone calls or meetings with responding tribes are not included in this proposal, as State law requires that the City conduct any requested consultation.

Task 1 Deliverables

Revised scope of services, budget, and agenda
 Monthly invoicing and status reports
 SB 18 letter templates and instructions (OPTIONAL)

Task 2: Community Engagement

State Housing Element law requires that meaningful public outreach be included as part of the update process. In the RFP, the City has stated that public outreach, at a minimum, should consist of two public workshops and two public hearings (one each with the Planning Commission and City Council). Additional input is anticipated through study sessions with the City Council. Public hearings are addressed in Task 5 below.

2.1 COMMUNITY WORKSHOPS

We propose the following approach for the two workshops. This format can be adjusted (for one or both of the workshops) as directed by City staff.

MIG will prepare a PowerPoint presentation for each workshop. MIG will submit the PowerPoint electronically to City staff for review, reproduction, and/or distribution. Two MIG staff will attend each workshop, one to make the presentation and lead the discussion and the second to graphically record public and decision-maker comments.

City staff will be responsible for identifying stakeholders and interested parties to invite to the workshops, distribution of public notices and flyers, and any related advertising regarding the workshops. Following each workshop, MIG will prepare a brief workshop summary.

Workshop #1

The first workshop will be structured to gather input from key local stakeholders, such as the San Luis Obispo Housing Trust, nonprofit housing developers, the People's Self-Help Housing, local homeless shelters, and representatives of lower-income and special needs housing advocacy groups. The meeting will be organized to first include a presentation by the MIG Team about the intent of the Housing Element update, followed by an MIG-facilitated discussion regarding housing issues, opportunities to meet local housing needs, and creative approaches to address the City's constraints to housing production. This meeting will be structured as a focus group meeting where stakeholders such as housing developers, advocates, and neighborhood representatives are invited to participate in a separate workshop meeting to provide their input. This option allows for coordination with stakeholders that are also affiliated with the City of Atascadero, where stakeholders may attend either the meeting occurring in Atascadero or in Paso Robles, as their schedules allow. This meeting will be held on the same date as a meeting held in the City of Paso Robles, to facilitate cost savings.

Workshop #2

The second public workshop will be conducted once a draft of the Housing Element has been completed. This will allow information to be presented to and discussed with residents and other stakeholders in an informal manner prior to submittal to HCD and the more formal public hearings. At the second workshop, we will provide an overview of the Draft Housing Element, including State requirements, constraints, programs designed to meet the RHNA, and proposed housing goals and policies. We propose this community meeting consist of a joint City Council and Planning Commission workshop broadly advertised to the public as an in-depth public

discussion on the Housing Element. The public, City Council members, and Planning Commissioners will be asked to review and provide feedback on the information provided.

We are available to attend additional meetings as additional services.

2.2 STUDY SESSIONS WITH DECISION MAKERS

To identify issues and concerns City policy makers may have and to get direction on key policy issues early on, we propose to conduct two study sessions with decision makers. These study sessions may be held either with the City Council, or as a joint meeting with the Planning Commission and City Council. The study sessions should be broadly advertised to the public as an in-depth public discussion on the Housing Element. City staff will be responsible for public notices and staff reports. MIG will prepare and present a PowerPoint presentation for the study sessions. We will submit the materials electronically to City staff for review prior to each study session. One MIG staff will attend each study session.

Study Session #1

The first study session will be held early in the process. At the study session, we will review the overall objectives for the Housing Element update, schedule, and general parameters of the Housing Element. The study session will also provide the opportunity for individual Commission/Council members to express their ideas about the undertaking, to discuss and/or add issues to the list for consideration, and for the general public in attendance to provide their input. This structure will also allow the Commission/Council the opportunity to hear public comments on housing issues at the beginning of the process.

Study Session #2

The second study session will be held after the first community workshop. At this study session, we will present what we have heard during initial investigative tasks, discuss key policy issues for discussion and solicit guidance on key policy choices based on our preliminary work.

Task 2 Deliverables

Workshop PowerPoint presentations (2) – draft and final (electronic)
 Workshop summaries (2) - electronic
 Study Session PowerPoint presentations (2) – draft and final (electronic)

Task 3: 2019-2028 Housing Element

We will prepare the components of a draft Housing Element for the 2019-2028 planning period that address the requirements of State law. In preparing the Housing Element update, we will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action.

3.1 2019-2028 ADMINISTRATIVE DRAFT HOUSING ELEMENT

Review Related Documents

MIG will review City documents to aid in understanding local conditions and the community's housing needs. A complete data needs list will be provided to the City prior to the kick-off meeting. This scope of work assumes the City will provide MIG with the GIS data needed for sites identification.

2014-2019 Housing Element Program Accomplishments

The Housing Element is required by State law to include a report on the progress the City has made in implementing the current Housing Element. As such, we will assess the continued appropriateness of the 2014-2019 Housing Element programs and policies in contributing to the attainment of the stated housing goals.

The project team will specifically assess all housing programs to determine whether existing programs were successfully implemented and to inform future policy recommendations. The 2014-2019 Program Accomplishments will be quantified where possible but may be qualitative where necessary.

Needs Analysis

Government Code Section 65583 requires housing elements to review specific demographic, economic, and housing topics, as well as projected housing needs. We will complete a housing assessment and needs analysis to comply with Government Code Section 65583(a) and other applicable State statutes. We anticipate updating the Housing Needs Assessment with housing and population data based on the latest U.S. Census and three- or five-year estimates from the American Community Survey, and other up-to-date City data available related to existing housing units and recent development projects.

MIG will assess housing costs and conditions and evaluate housing needs within the City, including housing needs for special population groups. We will also assess existing assisted housing developments that are eligible to change designation from low-income housing to market-rate housing over the next ten years, consistent with State law.

Housing Constraints

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g., physical or financial) constraints to housing production. We will update this section as necessary with up-to-date development processes and fees, as well as changes in market constraints due to economic changes since the last Housing Element was written.

We will assess the potential for residential development consistent with adopted land use and zoning policy, as well as opportunities for energy conservation, consistent with state law. Where constraints exist, we will suggest housing programs to mitigate or remove these constraints. New laws concerning changes to the housing constraints analysis such as AB 879 and all changes to the State's accessory dwelling unit laws (which are continuously evolving) will be addressed.

Resources and Sites (Opportunities)

The Resources and Sites analysis will focus on site suitability for housing, drawing first from sites identified in the 2014-2019 Housing Element. We anticipate that some of these sites will continue to be available for this Housing Element; where new sites are necessary due to project development, changes in circumstance, and because of the larger RHNA, we will assess the areas identified as most likely to redevelop at density levels that can facilitate affordable housing. These areas include RMF-24 zoned land and commercial zones that allow multi-family residential uses in the downtown core and El Camino Real corridor (CN, CP, CR, CS, DC, and DO zones). We anticipate identifying additional opportunities associated with accessory dwelling units and residential infill strategies.

We will also review the City's 2007-2014 Housing Element (provided by staff) to ensure consistency with new state law AB 1397, which makes numerous changes to how a jurisdiction establishes its housing element sites inventory.

MIG will prepare the Sites Inventory GIS map and parcel-specific listing (table) of individual sites. The MIG Team will then work to provide the required justifications that these sites can facilitate the development of housing, due to existing site, market, and development conditions.

The analysis will also evaluate and include funding resources, administrative resources, and opportunities for energy conservation.

Goals, Policies, and Quantified Objectives

Based on the analysis completed in the above items and building on the existing Housing Element, we will craft a Housing Plan with goals, policies, and programs relative to the maintenance, preservation, improvement, and development of housing to cover this new planning period. The Housing Plan will address accessory dwelling units, residential infill strategies, targeted locations for rezoning to accommodate additional density (as needed), reuse of existing commercial centers for mixed use, recommendations from the El Camino Corridor Study, and recommendations that can facilitate a citywide General Plan update.

Programs will be practical and implementable given existing staffing levels and resources. Quantified objectives will be established to address housing needs for all income groups, including extremely low-income households.

Administrative Draft

The Administrative Draft Housing Element, consisting of the above sections, will be submitted electronically to the City for staff review.

3.2 2019-2028 DRAFT HOUSING ELEMENT

The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the Administrative Draft Housing Element and complete the Draft Housing Element for public review and HCD submittal. This scope and budget assume one round of comments and revisions with staff. This task includes a delivery of one hard copy and an electronic PDF copy on CD of the Draft Housing Element, mailed to HCD, per HCD's guidance.

Task 3 Deliverables

Administrative Draft Housing Element (electronic)

Draft Housing Element for HCD review (one printed copy plus an electronic PDF on CD, per HCD policy/request)

Task 4: Consultation with HCD

This task involves coordination with HCD to review the City's Draft Housing Element for consistency with State housing element law, including preparation and submittal of transmittal letters to HCD. For our preparing Housing Elements for the fifth cycle, we have succeeded in securing compliance letters from HCD for most jurisdictions after only a single round of review. We work extensively with HCD staff during the review periods to address their comments prior to expiration of the 60-day review timeline. For Atascadero, our goal is to achieve the same. As such, our scope assumes one round of HCD review for the draft Housing Element and one round of HCD review on the adopted Housing Element (HCD is allowed 60 days to review a draft Housing Element and 90 days to review an adopted Housing Element).

4.1 HCD CONSULTATION

During the initial review period—and during the course of element preparation—we will keep in contact with HCD staff to facilitate review and anticipate/respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer (particularly given the recent changes in housing element law) nor the time required to effectively negotiate a position acceptable to the City, we have provided an allowance for

this task in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City. Our scope includes the submittal of the Housing Element to HCD (Task 3.2), conference calls with HCD staff and City staff to discuss comments, and preparation of written responses to HCD comments as needed.

4.2 PUBLIC REVIEW DRAFT HOUSING ELEMENT

Subsequent to receiving a letter of compliance from HCD on the Draft Housing Element, MIG staff will prepare the Public Review Draft Housing Element for adoption hearings. This task includes a delivery of three hard copies and an electronic PDF copy.

Task 4 Deliverables

Draft Public Review Housing Element for public hearings (3 printed copies plus an electronic PDF)

Task 5: Affordable Housing Ordinance

This scope and budget assume minor modifications to the City's existing Inclusionary Housing Policy. This scope does not include a nexus study or detailed market analysis. If requested by the City, MIG can provide support and identify sub-consultants to facilitate these economics tasks.

5.1 REVIEW EXISTING ORDINANCE PERFORMANCE

MIG will review the existing Affordable Housing Ordinance and past performance, based on information provided by City staff pertaining to completed projects.

5.2 REVIEW EXISTING ORDINANCE COMPLIANCE

MIG will review the existing Affordable Housing Ordinance for compliance with state housing law, density bonus law, and best practices.

5.3 DEVELOP AFFORDABLE HOUSING ORDINANCE

MIG will develop a comprehensive affordable housing ordinance with quantified objectives that address, at a minimum, the following:

- Accessory dwelling units
- Housing that is affordable by design with specific standards
- Reasonable requirements that favor smaller housing units close to jobs and services
- Incorporation of Housing Element and HCD goals

The Administrative Draft Affordable Housing Ordinance, consisting of the above sections, will be submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the Administrative Draft Ordinance and complete the Draft Ordinance for public review. This scope and budget assume one round of comments and revisions with staff.

Task 5 Deliverables

Administrative Draft Affordable Housing Ordinance (electronic)

Draft Public Review Affordable Housing Ordinance for public hearings (electronic)

Task 6: Public Hearings

ITEM NUMBER: A-4
DATE: 11/12/19
ATTACHMENT: 1

6.1 PUBLIC HEARINGS

We have scoped for two public hearings for the Housing Element: one with the Planning Commission and one with the City Council. We propose to conduct the hearings after receiving a conditional letter of compliance from HCD.

City staff will be responsible for public notices and staff reports. MIG will prepare and present a PowerPoint presentation for the hearings. We will submit the materials electronically to City staff for review prior to each hearing. One MIG staff will attend each hearing. MIG will assist City staff in responding to any public or agency comments.

We are available to attend additional hearings and prepare staff reports as additional services.

6.2 FINAL HOUSING ELEMENT

Following adoption of the element by the City Council, MIG will prepare a final version of the Housing Element, including any changes to the draft required by City Staff and officials, for transmittal to HCD for a 90-day review. We will work closely with City staff to ensure that schedules are maintained to meet State deadlines and requirements. This task includes a delivery of one hard copy and an electronic PDF copy on CD of the Draft Housing Element, mailed to HCD, per HCD's guidance.

HCD has the opportunity to review the Housing Element for up to 90 days—once the Council has adopted it—to ensure the adopted element complies with the provisional certification letter previously issued. During this time, MIG will be available to respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to address questions or comments, we have provided an allowance for this task in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

Task 6 Deliverables

Final Housing Element for HCD certification (one printed copy plus an electronic PDF on CD)
Hearing PowerPoint presentations – draft and final (electronic)

		L. Stetson		G. Sharrow						MIG Totals	
		Principal		Project Manager		Project Associates		Administrative Staff			
		Hrs@	\$225	Hrs@	\$145	Hrs@	\$110	Hrs@	\$95		
Task 1: Project Initiation, Coordination, and Management											
1.1	Project Kick-off Meeting, Tour, and Scope Refinement	1	\$225	13	\$1,885	9	\$990	1	\$95	24	\$3,195
1.2	Project Management, Project Team Meetings/Calls (18 months)	6	\$1,350	40	\$5,800	8	\$880	6	\$570	60	\$8,600
Subtotal		7	\$1,575	53	\$7,685	17	\$1,870	7	\$665	84	\$11,795
Task 2: Community Engagement											
2.1	Community Workshops (2)	2	\$450	21	\$3,045	60	\$6,600	4	\$380	87	\$10,475
2.2	Study Sesssions with PC/CC (2)	2	\$450	21	\$3,045	30	\$3,300	2	\$190	55	\$6,985
Subtotal		4	\$900	42	\$6,090	90	\$9,900	6	\$570	142	\$17,460
Task 3: Housing Element											
3.1	Administrative Draft Housing Element	6	\$1,350	50	\$7,250	168	\$18,480	2	\$190	226	\$27,270
3.2	Draft Housing Element	1	\$225	20	\$2,900	32	\$3,520		\$0	53	\$6,645
Subtotal		7	\$1,575	70	\$10,150	200	\$22,000	2	\$190	279	\$33,915
Task 4: HCD Consultation											
4.1	HCD Consultation (allowance)	2	\$450	13	\$1,885	8	\$880		\$0	23	\$3,215
4.2	Public Review Draft Housing Element	1	\$225	8	\$1,160	16	\$1,760		\$0	25	\$3,145
Subtotal		3	\$675	21	\$3,045	24	\$2,640	0	\$0	48	\$6,360
Task 5: Affordable Housing Ordinance											
5.1	Review Ordinance Performance	2	\$450	4	\$580	8	\$880		\$0	14	\$1,910
5.2	Review Ordiance for Compliance	1	\$225	12	\$1,740	24	\$2,640		\$0	37	\$4,605
5.2	Draft Affordable Housing Ordinance	8	\$1,800	24	\$3,480	24	\$2,640		\$0	56	\$7,920
Subtotal		11	\$2,475	40	\$5,800	56	\$6,160	0	\$0	107	\$14,435
Task 6: Public Hearings and Final Housing Element											
6.1	Public Hearings (2)		\$0	24	\$3,480	16	\$1,760		\$0	40	\$5,240
6.2	Final Housing Element (allowance)	1	\$225	6	\$870	8	\$880		\$0	15	\$1,975
Subtotal		1	\$225	30	\$4,350	24	\$2,640	0	\$0	55	\$7,215
SUBTOTAL		30	\$7,425	256	\$37,120	411	\$45,210	15	\$1,425	715	\$91,180
Direct Costs: Mileage/Lodging/Meals (not to exceed)											\$1,995
Direct Costs: Printing and Mailing											\$750
PROJECT TOTAL		30	\$7,425	256	\$37,120	411	\$45,210	15	\$1,425	715	\$93,925
OPTIONAL TASKS											
1.8	SB 18 Support		\$0	1	\$145	4	\$440		\$0	5	\$585
	Additional City Council hearing (if continued), plus directs		\$0	10	\$1,450		\$0	2	\$190	12	\$1,640

MIG, Inc.

Atascadero Housing Element Fee Proposal



Atascadero City Council

Staff Report – Community Development Department

Micro Community Project - Grand Oaks Paseo Residential Development (DEV19-0049)

RECOMMENDATIONS:

Planning Commission recommends City Council:

1. Introduce for first reading, by title only, Draft Ordinance approving Title 9 Zone Text Amendments to the Planned Development Overlay Zone No. 27 (PD-27), based on findings.
2. Adopt Draft Resolution, approving a Conditional Use Permit (Master Plan of Development) and Vesting Tentative Tract Map (Tract 3141) based on findings and subject to Conditions of Approval.

REPORT-IN-BRIEF:

The Grand Oaks Paseo micro community project consists of a new mixed-use, residential and commercial project on the site of a previously approved mixed-use project. This new development proposal includes an amendment to the previously established Planned Development No. 27, a new Master Plan of Development and Vesting Tentative Tract Map. The project includes a state density bonus request and is proposing three deed restricted moderate-income units. In addition, an exception to Title 11 of the Municipal Code is proposed to accommodate the small lot subdivision. A total of 30 residential units are proposed in the project, 26 of which would be on individual lots with 4 of them above commercial spaces close to El Camino Real. The previous project approval on this site included 40 attached units. The project would be required to incorporate into the City's Community Facilities District (CFD) to help it get closer to fiscal neutrality.

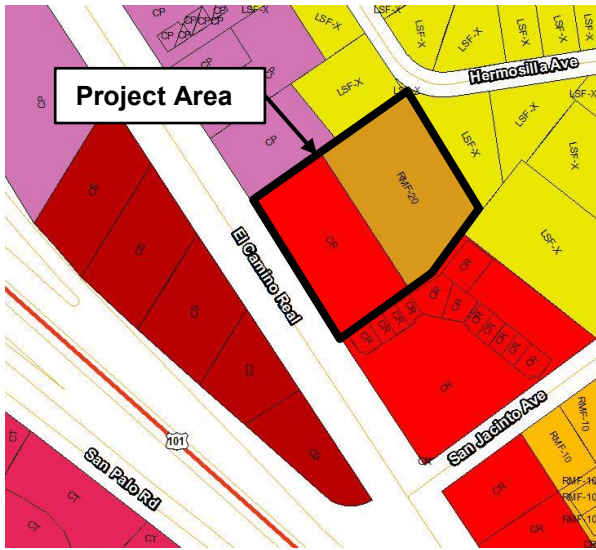
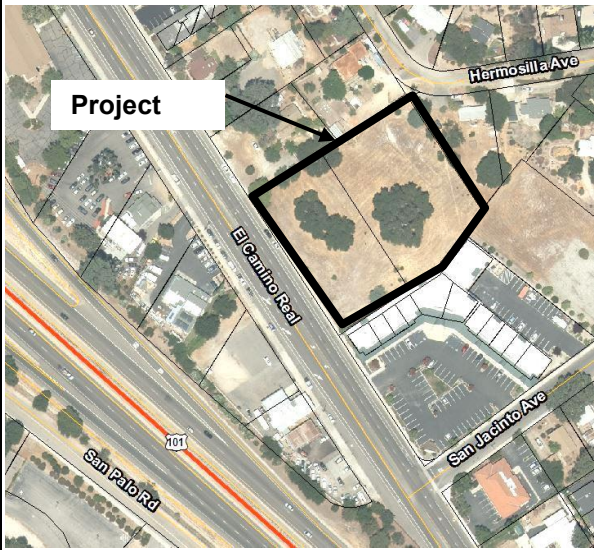
Project Info In-Brief:

PROJECT ADDRESS:	4711 El Camino Real	Atascadero, CA	APN	029-271-001
PROJECT PLANNER	Kelly Gleason, Senior Planner	(805)470-3446	kgleason@atascadero.org	
APPLICANT	Cal Coastal Properties			

PROPERTY OWNER	The Acacias Development LLC			
GENERAL PLAN DESIGNATION:	ZONING DISTRICT:	SITE AREA	EXISTING USE	PROPOSED USE
High Density Residential (HDR), General Commercial (GC)	Residential Multi-Family (RMF-24), Commercial Retail (CR), PD-27 (Planned Development #27)	1.71 acres	vacant	Mixed-use Planned Development (30 residential units)
ENVIRONMENTAL DETERMINATION				
<input type="checkbox"/> Environmental Impact Report SCH: _____ <input checked="" type="checkbox"/> Consistent with previously certified Mitigated Negative Declaration No. 2005-0063 <input type="checkbox"/> Categorical Exemption CEQA – Guidelines Section ____ <input type="checkbox"/> Statutory Exemption §§ 21000, et seq & _____ <input type="checkbox"/> No Project – Ministerial Project				

DISCUSSION:

Existing Surrounding Uses / Parcel Configurations:

Existing Zoning		Existing Aerial / Surrounding	
			
North:	South:	East:	West:
Residential Single Family-X / Commercial Professional (CP)	Commercial Retail (CR)	Residential Single-Family (RSF-X)	Commercial Service / El Camino Real

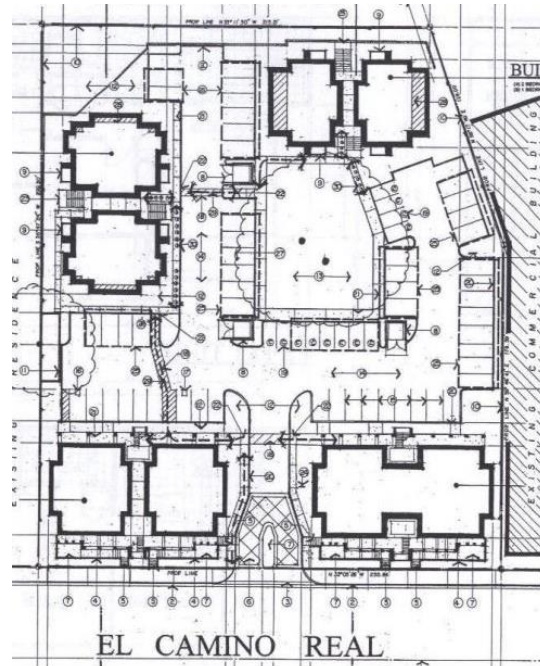
Project History

The “Acacias” planned development was originally approved by the City Council in 2006, and the site has remained vacant since. A Planned Development Overlay Zone No. 27 was created to allow for a custom mixed-use development that included commercial uses facing El Camino Real and residential condominium units on the rear portion of the site. Almost one half of the site (0.76-acre) on El Camino Real frontage retained the Commercial Retail (CR) zoning designation and the back half of the site (0.95 acres) was

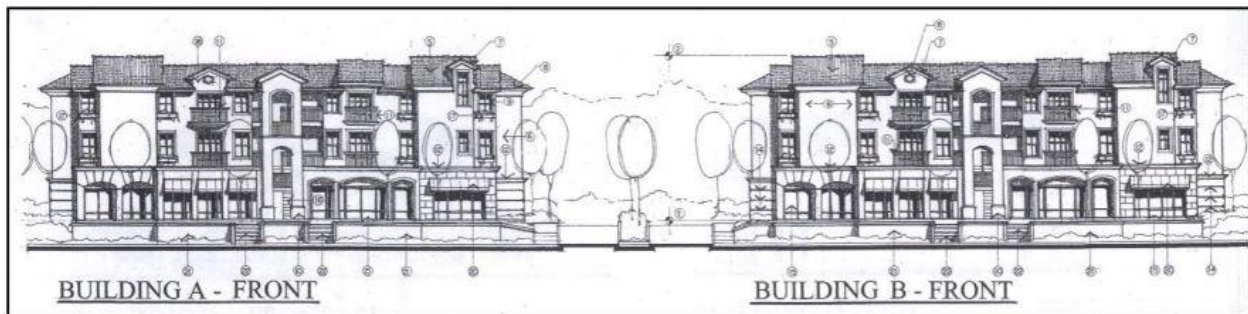
changed to Residential Multi-Family. This configuration was found to be in substantial compliance with the City's mixed-use policy, which specifies a goal of retaining 50% of the project as commercial unless the project includes a significant community benefit. The 2004 City Council horizontal mixed-use policy is discussed in further detail later in this report. Currently, the Tentative Subdivision Map and Conditional Use Permit have expired; however, the 2006 zoning designations and PD 27 overlay zone remain in place.

The original "Acacias" project included 40 attached multi-family residential units, 6,498 square feet of commercial retail space, and 2,166 square feet of office/indoor recreational space.

El Camino Court Site Plan – Approved 2006



El Camino Court Elevation



The existing planned development does not allow for ground floor residential uses on the commercially zoned portion of the property as currently proposed by the applicant. This project proposes to amend the PD by expanding some additional residential uses within the commercial portion of the site.

The existing topography, large oak trees and the mid-block location of the site may have diminished the potential commercial viability of the property. The City's General Plan supports the development of mid-block locations with residential uses within the

commercial zone with the approval of a Use Permit. This development appears to meet the General Plan goals and could help other nearby commercial properties become viable. Development of the site with viable commercial uses is constrained by the following:

- The site is not located within the commercial core.
- The site is not within a commercial node.
- The site does not contain sufficient flat land to support parking, accessibility, and reasonable floor area.
- The site backs up to residential uses.
- There are several large oak trees that dominate the property.

While the current PD allows residential uses on the rear portion of the site, increases in the amount of area devoted to residential use on the ground floor require an amendment to the Planned Development. PD 27 currently allows for a maximum of 40 residential units and 8,664 square-feet of commercial space (AMC 9-3.672) and refers to a corresponding Master Plan of Development and Tentative Tract Map. The current proposal, if approved, will amend all project components for consistency.

The Project concept of small-detached residential units, community living, and shared open space would add to the variety of housing types in the City and provide individual ownership of houses that are affordable by design without the limitations of a deed restriction. These factors appear to support flexibility in the City Council policy for mixed-use projects in the commercial districts that supply a “community benefit”.

The Design Review Committee (DRC) discussed the current project amendment on November 28, 2018. The DRC made recommendations for minor modifications to the proposed project, and voted to forward the proposal to the Planning Commission and City Council for consideration. DRC direction on each project component is included in the analysis below.

Analysis

The applicant is proposing to amend a previously approved site-specific Planned Development (PD-27). The Planned Development Overlay allows for deviation in the City’s development standards for setbacks, heights, parking, etc. in exchange for project benefits that have been established by the City Council. Zoning amendments, a new vesting tentative subdivision map, a new Master Plan of Development (CUP), and a density bonus are required to approve the revised development plan.

The applicant is proposing 30 residential units, 26 of which are small-detached units with the remaining four located above a commercial/office space. These upstairs residential units are four separate residential units built above four separate ground floor office spaces. The ground floor office spaces can function separately from the residential units and can be separately accessed, however they can also be internally accessed from the residential units by an internal stairway. Each of the office spaces are less than 400 square feet and could function to serve a variety of small office or commercial businesses that are either utilized by the residential tenant or separately leased. The project also includes a separate 1,900 square-foot community building that may be used for commercial uses.

Site Plan

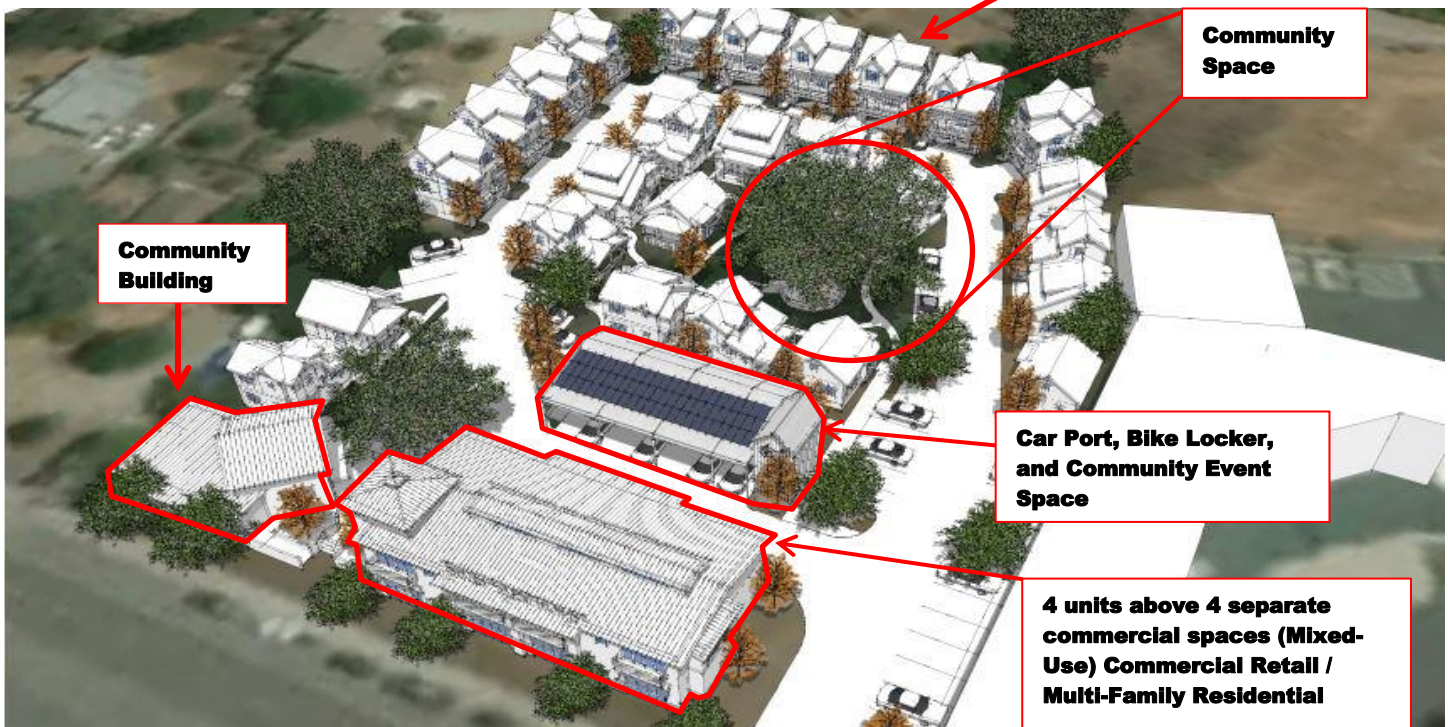
The site is designed with a single driveway access from El Camino Real. There is a parking area adjacent to the entry driveway to allow for guest and commercial patron parking. A mixed-use live/work building and a community building are located adjacent to El Camino Real providing a storefront appearance along the public street frontage. The residential units are located along a looped access road with shared open space areas developed with decks in the center surrounding existing mature oak trees. Additional parking is provided along the access drive. There is also a solar carport structure that provides tandem parking spaces for units without garages and can be used as a community gathering space as needed. The project was designed to retain as many mature oak trees as possible.

The project site is zoned Residential Multi-Family (24 units per acre max / 20 units per acre minimum based on the average property slope of 9.6%) and Commercial retail (20 units per acre max). The Atascadero Municipal Code requires a minimum density on multi-family properties to ensure that adequate housing units are provided to meet City, regional, and state goals. The minimum density for this site, based on split zoning, is 18 units. The maximum density is 37 units based on the multi-family and commercial areas combined. The project proposal of 30 housing units falls within this range. The previously approved PD 27 language allows for a maximum of 40 units including any density bonus requests.

**Grand Oaks Micro Community
Concept Map**



**Grand Oaks Micro Community
Site Plan Proposal**



Native Tree Removal

One native tree is proposed for removal. The site has been designed to retain the significant large oaks on-site. The tree proposed for removal is a 10" Live Oak and is within the proposed access driveway.

Retaining Walls

Due to site topography, there is a significant elevation difference between the rear units and the adjacent property to the east. The design team has accommodated this change in grade by building the garages into the slope at the rear of the site, minimizing visual impacts associated with a single vertical wall and allowing the finished grade to be raised behind each unit.

Parking

There are 70 parking spaces provided throughout the site: 28 private carport spaces, 14 reserved resident tandem spaces, and 28 guest/commercial spaces. There are also eight off-site parking spaces along El Camino Real. Using a worst case scenario with all 3-bedroom options chosen for units B, C, and D, the Atascadero Municipal Code requires 36 resident spaces, 6 guest spaces, and 4 spaces for the commercial uses for a total of 79 parking spaces. State law dictates the maximum parking ratio for density bonus projects at one space per one-bedroom unit and two spaces for two- and three-bedroom units. Under the provisions of state law, 64 parking spaces are required. The project exceeds the minimum number of parking spaces required by state law.

Paving Materials

Decorative paving is proposed at the entry to the project and along the loop road. Stamped or scored concrete is proposed adjacent to the mixed-use building and the majority of the guest and commercial parking area.

The Fire Department requires that the one-way access road through the development be a minimum of 20-feet wide. This accommodates the City's ladder truck and stabilizers as well as traffic evacuating the site. Because a 20-foot wide road appears wide enough for two-way traffic, and to not detract from the pedestrian focus of the design concept, the design team is proposing alternative materials that allow the full width to be accessible by safety vehicles, but give the appearance of a narrower roadway. A contrasting pavement material or pattern is proposed along the loop road in areas of parallel parking stalls and to act as a pedestrian sidewalk when not needed for vehicular access during emergencies.

Buildings Setbacks

The project proposes a subdivision of the site to allow for individual ownership of each residence on its own small lot. The "postage stamp" lots will provide space for each residence, and will allow for the individual sale of each detached unit and ownership of the land in fee. The Planned Development and documents recorded with the map will govern common open space and site design standards, including limiting privacy fencing in areas where fencing would conflict with the open community concept of the design. As conditioned, privacy fencing would only be allowed for units that are adjacent to the rear and side property lines. The center units would be prohibited from erecting privacy fencing. Each unit is designed with a raised entry porch for private outdoor space. These areas are raised to provide a sense of separation from the community space without solid visual barriers.

While these setbacks to property lines are less than those normally required for standard subdivisions, the PD overlay zone is designed to modify development standards to allow for flexible and creative residential communities. Standard development setbacks are maintained at the edges of the site to ensure compatibility with properties outside of the development and open areas between units will be protected by documents recorded with the map and the Master Plan of Development to ensure that the intent of the site design is maintained over time.

Tentative Tract Map and Subdivision Ordinance Exception

A 32 lot tentative tract map is proposed with 26 residential lots, 4 live/work lots, a lot underlying the community building, and one common lot. The live work lots accommodate both the office/commercial space and the residence above. The commercial space can be separately leased but not sold as an individual unit. In order to accommodate individual small lots that are not along a public street, an exception to the subdivision ordinance must be granted. Typically, this type of project would be considered a condominium; however, in a condominium, owners do not own the land below their residence. In this project, each lot would be separately owned, while the road and other common areas would be owned in common by all of the owners. This is known as a common interest subdivision. Currently, Title 11, Chapter 6, of the AMC requires that all lots front a public road or be designed as a flag lot. To accommodate this project and its high quality individual lot pattern, staff is suggesting that an exception be granted to allow for the proposed small-lot configuration where each lot does not have frontage on a public road,

nor are they served by a flag lot. In this case, the commonly owned access road and open space areas will act in the same capacity as a public road for the purposes of access and utility connections. Exceptions to the subdivision ordinance can be granted by the Planning Commission and City Council provided certain findings can be made. The findings are included in the Draft Resolution (Attachment 2). The mixed-use project at the front of the site would also be subdivided into individual ownership, with each of the 4 residential and attached office spaces subdivided as an airspace condominium.

Architectural Design

The project is designed with an agrarian theme with the residential units taking on a small Craftsman cottage appearance. Materials include horizontal siding, corrugated metal, standing seam metal roofing, concrete, faux wood-grain siding, and shingle roofing. All buildings, including the residential units, are designed with varying roof forms and undulating façade elements. Upper floors are smaller in floor area than lower floors to allow for these varied roof forms and added visual interest.

Residential

The applicant is proposing a variety of detached one, two and three-story residential designs ranging from 471 square-feet to 899 square-feet of living area. The units are designed to be affordable-by-design due their small size, and the project will be deed restricting three units at the moderate-income rate consistent with state law and City Council policy. Units will be a combination of one, two, and three bedroom floor plans with efficiently designed living spaces. Each unit is designed with private storage space and laundry facilities. The units along the north and east property lines also include an understory carport that is built into the slope and acts as a retaining wall at the rear of each unit as discussed above. The proposed carports provide two private parking spaces each.

Mixed-Use

The proposed project also includes a mixed-use structure along the El Camino Real frontage designed with residential units built above separately accessible office spaces that are also internally attached via a stairway and access door. The structure includes four commercial spaces on the ground floor with attached residential units on the second floor. The offices will be level with El Camino Real and storefront access will be located from the public sidewalk. Each of these mixed-use units would be available for separate ownership, so each owner would own both residential and commercial space. The commercial space can be separately leased but not sold as an individual unit.

The mixed-use building contains a tower feature that exceeds the maximum allowable height by 2-feet. A finding has been included in the Draft Resolution (Attachment 2) to allow for this exception.

Community Building

The project also includes a community building that has a commercial appearance and is located along the El Camino Real frontage. Large windows face El Camino Real. The building is accessed through the interior of the site and a stairway/ramp leading up from El Camino Real. This provides a transition area from the public to the private domain without solid visual barriers. The community building is proposed to be owned by the HOA and could be used not only for internal community events, but could be made available as an event or meeting space to the community at-large, or for a co-working space.

The proposed project includes a shade structure, which can serve a variety of uses from parking shelter and bike storage to a covered community gathering space. The structure is taller to allow for this flexible space design and to allow for the units behind the structure to be seen, providing a more aesthetic layering between the design elements. In addition, solar panels are integrated in the roof of the structure and the additional height allows for increased solar exposure.

A diagram of a building with a long, low profile. The roof is covered with a series of solar panels. Below the roof, there are several carports, each with a car parked underneath. On the right side of the building, there is a small, red-outlined structure with a pointed roof, labeled "Bike Storage". A bicycle is shown hanging inside this structure.

The conceptual landscape plan includes street trees in the sidewalk and additional shade trees placed strategically to avoid conflicts with the existing mature oak trees on-site. The common areas include a mix of drought tolerant landscaping and synthetic turf. Decks are included around the existing mature oak trees to provide a community amenity and visually layered gathering space. Boulders and stepping stones are provided in key locations and screening shrubs are located along the edges of the site. The retaining walls at the rear and side of the site are stepped to avoid a single vertical wall.



The design team is proposing signage for both the commercial portion of the development and the residential community. Signage facing El Camino Real includes a roof mounted project name sign and areas for individual tenant signs. The Atascadero Municipal Code

prohibits roof-mounted signs; however, many members of the DRC believed that the signage added character to the building and was tastefully done. Staff has added language to the proposed overlay zone text allowing for this exception.



Additional community signage is proposed on the sides of the mixed-use building facing the El Camino Real plaza space and the vehicular entry drive. A community message board is integrated into the side of the bike storage tower.

Community Mural

The design team is proposing to incorporate art into the community. The current concept is to include a mural on the blank commercial wall of the adjacent San Jacinto Center. This concept would heighten the aesthetics of the project and would minimize the impacts of the existing interface between the commercial center and the project site. Any wall mural in this location would require approval of the adjacent property owner and would need to be reviewed by the City to ensure that it reflects an appropriate non-commercial message.

Traffic & Frontage Improvements

Frontage improvements for the amended project include replaced sidewalk with in-sidewalk tree installation similar to the Downtown street tree pattern. This allows for the commercial buildings to directly front the sidewalk and create a pedestrian oriented space.

The proposed project includes 30 residential units, which is less intense than the 40 units previously approved as part of the original "Acacias" development. In addition, commercial square-footage has been reduced from 8,700 to 4,400 square-feet. Therefore, traffic impacts will be reduced compared to the original project impact. The project has been reviewed by the City Engineer and no additional traffic related improvements are required.

Planned Development Benefit Policy

The applicant is proposing to amend a previously approved Planned Development No. 27. Planned Developments allow for deviation in the City's standards for setbacks, heights, minimum lot size, etc. in exchange for community benefits that have been

established by the City Council. The Planned Development Policy requires certain benefits be provided in order to warrant the granting of special or modified development standards. The benefit chart is shown below.

PD Location	Tier 1 Benefits	Tier 2 Benefits
Inside of Urban Core PD-7 PD-17 Custom PD's	a) Affordable / Workforce Housing b) High Quality Architectural Design c) High Quality Landscape Design d) Buffering between Urban and Suburban zones (large lot sizes, increased setbacks, landscape buffers, etc.) e) Higher density to meet Housing Element goals	a) Pocket Parks in larger projects b) Trails / Walkways for Pedestrian Connectivity c) Historic Preservation
Outside of Urban Core Rural / Suburban Areas PD-16 Custom PD's	a) Natural Open Space Preservation	a) Multi-Purpose Trails – Equestrian / Bicycle / Pedestrian b) Recreational Areas / Facilities c) Historic Preservation

The Planning Commission and City Council must find that the amended project provides all Tier 1 benefits, including high quality landscape and architectural design, in order to approve the Planned Development amendment. The DRC found that the proposed project meets the required benefits related to high quality architectural and landscape design.

Inclusionary Housing & Affordable Housing Density Bonus

The City Council has an interim inclusionary affordable housing policy that requires a percentage of units within residential developments that require a legislative approval to be reserved as deed-restricted affordable units. Providing affordable housing is also one of the mandatory Tier 1 benefits of the City Council's Planned Development Policy.

The City's policy asks that 20% of the project units are deed restricted for moderate income households. The Project will include three deed restricted units and the remainder of the units will not be deed restricted, but will be available for prices that are commensurate with the guidelines that establish prices for moderately affordable housing. The overall project will meet the standard of being "affordable by design" and will have the benefit of allowing property owners to have some upward mobility without the constraint of a deed restriction. This project will potentially fall into a category of being 100% affordable.

It is anticipated that 100% of the units will sell at or below the moderate-income rate based on the community design concept and the efficient size of the units. An affordable-by-design project allows first-time homebuyers to invest in property and benefit from future appreciation without limitations on future sales prices.

Staff believes that the applicant's proposal complies with the City's inclusionary housing policy and actually voluntarily exceeds the required thresholds for affordability even though only 10% of the project will actually be deed restricted.

City Council Mixed-Use Policy:

In June 2004, the City Council met to discuss requirements for mixed-use projects. A consensus was reached at that meeting on the following:

- The projects should be integrated to the extent possible to produce a "mixed-use" development as opposed to blocks or strips of different development types.
- The projects need to be on vacant land and not be residential infill of commercial property unless there is significant reinvestment in the commercial portion.
- The Council's goal is that 50% of the project is commercial. If less than 50% the project must include significant community benefit.
- The commercial portion of the property must be completed prior to or concurrent with the residential portion.
- The Tausig fee model shall be applied to the residential portion of the project.
- The commercial portion of any mixed-use project shall not include ministorage or other non-retail sales tax generating uses except that offices could be permitted.

These policies apply to new horizontal mixed-use project applications. The originally approved mixed-use project met the intent of the Council's Policy by locating a commercial building and project parking on the forward half of the site with the 40 residential units located on the rear portion of the site in attached multi-story buildings. The project was approved in February of 2006 and has remained vacant.

The General Plan currently supports allowing residential multi-family developments within the commercial retail-zoning district at mid-block locations where prime retail is not desirable or viable. The policy required Conditional Use Permit approval for such requests. This site's topography, tree cover, access and visibility create challenges for the development of a large scale retail or commercial project. While overall the Project does not meet the Council goal of 50% commercial use, the affordability of the Project does provide significant community benefit.

Tentative Tract Map

A new 32 lot Vesting Tentative Subdivision Map (Tract 3141) is proposed. The Vesting Tentative Map has been conditioned by staff to meet City standards. The applicant will be required to record CC&R's with the final map that will include maintenance provisions for all community property and improvements throughout the proposed development as needed. Annexation to the CFD will also be required prior to recordation of final map.

Planned Development Overlay No. 27 Amendment

The proposed project amendment application requires amending the Planned Development No. 27 code text in the Municipal Code in order to modify the unit count and project requirements. Staff has included proposed language that will ensure continued maintenance and shared use of the common area are consistent with the Master Plan of Development. A list of allowable uses for the live/work and community building has been included to ensure compatibility with the residential portion of the project and provide flexibility for the community space.

General Plan Land Use and Zoning Map Amendments

Because the General Plan allows for approval of multi-family residential projects within the Commercial retail zone, no amendments are proposed to the General Plan Land Use

Diagram or the Zoning Map. Development of the site will be governed by the PD-27 overlay zone and the associated adopted Master Plan of Development.

Conclusion

The proposed project is a unique concept focusing on an affordable-by-design housing product designed with a community focus. The project provides 30 residential units that range from 471 square-feet of living area to 889 square-feet. Common areas include landscaped outdoor amenities, a community building, and retention of the existing native oak trees to the greatest extent possible. Live work units are designed to provide rentable or home office spaces on the ground floor facing El Camino Real.

The Planning Commission recommends the City Council approve the project as conditioned.

ENVIRONMENTAL DETERMINATION:

A Mitigated Negative Declaration was prepared for the Acacias Development in 2005. That environmental document was certified by the City Council during original project approval. City staff has reviewed this document and determined that the current project, as proposed, does not increase impacts as analyzed. In fact, the current project scope includes a reduction in the number of residential units and a reduction of commercial intensity.

An updated archeological review and site survey was completed by the applicant team and no additional resources were discovered. The project will comply with the Mitigation Monitoring Program established by the previously certified Negative Declaration.

FISCAL IMPACT:

Based on findings from the 2003 Taussig Study, revenue from new residential development including property tax revenues, vehicle licensing fees, sales taxes, and other revenues are insufficient to cover the maintenance and emergency services costs of new development. Based on the revenue projections from the Taussig Study, the City has developed standard conditions of approval for new development projects that require the cost of maintenance and emergency services to be funded by the project through annexation into the existing community facilities district (CFD). The proposed project will be required to establish a Homeowners Association or other similar mechanism to maintain the developments roadways, common area landscaping, drainage, etc. Conditions of approval have been included in the attached Master Plan of Development and Map resolutions.

FINDINGS:

To recommend approval of the proposed project, findings are required to be made by the City Council. The City's General Plan and Zoning Ordinance identify the specific findings that must be made to approve the zoning text amendments, the conditional use permit, and the tentative tract map. Findings and the facts to support these findings are included in the Draft Resolution (Attachment 2).

ALTERNATIVES:

1. The City Council may determine that more information is needed on some aspect of the project or that changes need to be made to the code text language or conditions of approval and may refer the item back to the applicant and staff to develop the additional information. The Council should clearly state the type of information that is required. A motion, and approval of that motion, is required to continue the item to a future date.
2. The City Council may deny the project. The Council must specify what findings cannot be made, and provide a brief oral statement, based on the staff report, oral testimony, site visit, correspondence, or any other rationale introduced and deliberated by the Council. If the proposed project amendment were to be denied, the previously approved Planned Development No. 27 and associated Master Plan of Development would remain in place for the site.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Resolution
3. Proposed PD-27 redlined amendments
4. Applicant Justification Statement
5. Arborist Report
6. Phase II Archeological Report
7. Project Design Package

DRAFT ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF ATASCADERO, CALIFORNIA,
AMENDING TITLE 9, ARTICLE 28, PLANNED DEVELOPMENT
OVERLAY DISTRICT NO. 27 (9-3.672)**

**GRAND OAKS MICRO COMMUNITY
4711 EL CAMINO REAL
(APN 029-271-001)**

WHEREAS, an application has been received from Cal Coastal Holdings, LLC (242 El Dorado Way, Pismo Beach, CA 93449), Applicant, and Owner, to consider a Planned Development amendment, a revised Master Plan of Development (Conditional Use Permit), and a new Vesting Tentative Tract Map; and

WHEREAS, the site's current General Plan Land Use Designation is High Density Residential (HDR) and General Commercial (GC); and

WHEREAS, the site's current Zoning Designation is Residential Multi-Family (RMF-24) and Commercial Retail (CR) with a Planned Development No.27 (PD-27) Overlay; and

WHEREAS, Article 28 of the Atascadero Municipal Code allows for the creation of Planned Development Overlay Zones to promote orderly and harmonious development and to enhance the opportunity to best utilize special site characteristics; and

WHEREAS, the laws and regulations relating to the preparation and public notice of environmental documents, as set forth in the State and local guidelines for implementation of the California Environmental Quality Act (CEQA) have been adhered to; and

WHEREAS, the Planning Commission has determined that it is in the best interest of the City to enact an amendment to the Zoning Code Text and official Zoning Map to protect the health, safety and welfare of its citizens by applying orderly development through the use of a Planned Development Overlay Zone; and

WHEREAS, General Plan policy 3.1 allows for mixed-use or exclusively multi-family residential infill development in the mid-block General Commercial areas along El Camino Real; and

WHEREAS, a timely and properly noticed Public Hearing upon the subject application was held by the Planning Commission of the City of Atascadero at which hearing evidence, oral and documentary, was admitted on behalf of said zoning text and map amendments, and

WHEREAS, the Planning Commission of the City of Atascadero, at a Public Hearing held on October 1, 2019, studied and considered an amendment to Planned Development Overlay Zone No. 27, after first studying and considering the proposed Mitigated Negative Declaration prepared for the project; and

WHEREAS, the Planning Commission of the City of Atascadero has recommended approval of the amendment to Planned Development Overlay Zone No. 27; and

WHEREAS, a timely and properly noticed Public Hearing upon the subject Zone Text Change application was held by the City Council of the City of Atascadero at which hearing evidence, oral and documentary, was admitted on behalf of said zoning text amendments; and,

WHEREAS, the Atascadero City Council, at a Public Hearing held on November 12, 2019, studied the Planning Commission's recommendation and considered the proposed zoning text amendments.

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

SECTION 1. Recitals: The above recitals are true and correct.

SECTION 2. Facts and Findings. The City Council makes the following findings, determinations and approvals with respect to the Municipal Code Amendments:

A. Findings for Approval of a Zone Text Change

FINDING: The Planning and Zoning Text Change is consistent with General Plan policies and all other applicable ordinances and policies of the City.

FACT: The proposed zone text amendments align the code requirements with the vision, intent, and policies of the adopted General Plan.

FINDING: This Amendment of the Zoning Ordinance will provide for the orderly and efficient use of lands where such development standards are applicable.

FACT: The proposed text amendment provides for orderly development within the Commercial zoning districts in accordance with the adopted General Plan.

FINDING: The Text Change will not, in itself, result in significant environmental impacts.

FACT: The proposed text changes are minor and do not trigger any environmental impacts.

FINDING: Modification of development standards or processing requirements of the Zoning Ordinance through the PD overlay is warranted to promote orderly and harmonious development.

FACT: The PD-27 established development standards that promote a cohesive neighborhood development and ensure that City goals related to traffic mitigation, aesthetic character, inclusionary housing, and pedestrian connectivity, among others, are achieved. Minor modifications to the PD-27 zone text are currently proposed.

FINDING: Modification of development standards or processing requirements of the zoning ordinance through the PD overlay will enhance the opportunity to best utilize special characteristics of an area and will have a beneficial effect on the area. FACT: The Planned Development 27 overlay text modifies standard development requirements to allow for a mixed-use residential and commercial project. Modified standards for the development enable the unit count and site design as proposed by the applicant.

FINDING: Benefits derived from the Planned Development Overlay Zone cannot be reasonably achieved through existing development standards or processing requirements.

FACT: The Planned Development Overlay Zone 27 ensures that development within the area provide certain benefit as identified by Council Policy. Development under the PD-27 standards will maintain and enhance neighborhood character and provide transition between commercial and single-family uses.

FINDING: Proposed plans offer certain redeeming features to compensate for requested modifications of the Planned Development Overlay Zone.

FACT: City Council Planned Development Policy requires project benefits such as affordable inclusionary housing, pocket parks, and high quality landscape and architecture in exchange for modified development standards. As conditioned, the project satisfies these requirements.

SECTION 3. Approval. The City Council of the City of Atascadero, in a regular session assembled on November 12, 2019, resolved to introduce for first reading by title only, an Ordinance that will modify PD-27 zoning text consistent with the following:

9-3.672 Establishment of Planned Development Overlay Zone No. 27: (PD-27).

Planned Development Overlay Zone No. 27 is established as shown on the Official Zoning Maps (Section 9-1.102). A Planned Development Overlay Zone No. 27 is established on parcel APN 029-271-001 with a combined gross acreage of 1.71 acres. The maximum residential density within the planned development shall not exceed thirty (30) residential units. The development standards contained within the master plan of development document, as conditioned, shall be applied to all future development within the project area, and as follows:

- (a) All site development shall require the approval of a master plan of development. All construction and development shall conform to the approved master plan of development, as conditioned.
- (b) The Vesting Tentative Tract Map (TR 3141) and any subsequent amendments for the site shall be consistent with the approved master plan of development. All construction and development shall conform to the approved master plan of development, as conditioned.
- (c) No subsequent tentative parcel or tract map shall be approved unless found to be consistent with the approved master plan of development.
- (d) The commercial area, residential dwelling units, landscaping, walls and fencing shall be subject to review under the City's Appearance Review requirements consistent with the approved master plan of development.
- (e) Building setbacks, lot sizes, landscape area, and lot coverage shall be as identified within the approved master plan of development.

(f) All landscaping shown on the approved landscape plan will be installed by the developer and shall be maintained as approved.

(g) All utilities, including electric, telephone and cable, along the frontage of, and within the PD and along the project frontages shall be installed and/or relocated underground.

(h) The property will retain the Commercial Retail zoning district designation. The following allowable uses are proposed for this district within the PD-27 overlay zone for the live/work spaces and community building:

- (1) Food and beverage retail sales;
- (2) Furniture, home furnishings and equipment;
- (3) General merchandise stores;
- (4) Mail order and vending;
- (5) Temporary or seasonal sales;
- (6) Financial services;
- (7) Offices;
- (8) Temporary offices;
- (9) Personal services;
- (10) Light repair services;
- (11) Membership organizations;
- (12) Business support services, where all areas of use are located within a building;
- (13) Libraries and museums;
- (14) Temporary events.
- (15) Tasting Room
- (16) Artisan Foods and Products
- (17) Small Family Day Care
- (18) Research and development
- (19) Printing and Publishing

(i) The conditional uses will be as follows:

- (1) Public Assembly and Entertainment
- (2) Microbrewery/Brewpub
- (3) Schools—business and vocational;
- (4) Schools;

(j) No open parking spaces shall be reserved for any commercial or residential tenant with the exception of the tandem spaces.

(k) The common lot shall be maintained as a common use parcel for all residential tenants. No fencing or other barrier shall be constructed which hinders pedestrian access to each residential lot or which limits the ability for a residential owner to provide basic utility services to their property.

(l) All trees shown to be protected on the approved master plan of development shall be maintained. Any future tree removal shall require approval per the requirements set forth in the Atascadero Native Tree Ordinance.

SECTION 4. CEQA. The project was determined to be consistent with previously certified Mitigated Negative Declaration 2005-0063.

SECTION 5. Interpretation. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6. Preservation. Repeal of any provision of the AMC or of any previous Code Sections, does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's

effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 7. Effect of Invalidation. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the AMC or other City Ordinance by this Ordinance will be rendered void and cause such previous AMC provision or other City Ordinance to remain in full force and effect for all purposes.

SECTION 8. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9. Notice. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Atascadero's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

INTRODUCED at a regular meeting of the City Council held on November 12, 2019, and **PASSED, APPROVED** and **ADOPTED** by the City Council of the City of Atascadero, State of California, on _____, 2019.

CITY OF ATASCADERO

Heather Moreno, Mayor

ATTEST:

Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

Brian A. Pierik, City Attorney

DRAFT RESOLUTION

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ATASCADERO, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT
(MASTER PLAN OF DEVELOPMENT) AND VESTING TENTATIVE
SUBDIVISION MAP (TRACT 3141), FOR THE GRAND OAKS
MICRO-COMMUNITY PROJECT**

**GRAND OAKS MICRO COMMUNITY
4711 EL CAMINO REAL
(APN 029-271-001)**

WHEREAS, an application has been received from Cal Coastal Holdings, LLC (242 El Dorado Way, Pismo Beach, CA 93449), Applicant, and Owner, to consider a Planned Development amendment, a revised Master Plan of Development (Conditional Use Permit), and a new Vesting Tentative Tract Map; and

WHEREAS, the site's current General Plan Land Use Designation is High Density Residential (HDR) and General Commercial (GC); and

WHEREAS, the site's current Zoning Designation is Residential Multi-Family (RMF-24) and Commercial Retail (CR) with a Planned Development No. 27 (PD-27) Overlay; and

WHEREAS, the Planning Commission has recommended that the City Council approve modifications to the PD-27 overlay zoning district; and

WHEREAS, the Planning Commission has recommended that the City Council approve a Zoning Ordinance Text Change to amend zoning code text for Planned Development Overlay Zone No. 24 (PD-24) and amend the zoning map designation of one (1) lot on El Camino Real frontage from Residential Multi-Family (RMF-10) to Commercial Retail (CR) with a Planned Development No. 24 (PD-24) Overlay in order to correspond with the recommended General Plan Land Use Diagram Amendment; and

WHEREAS, the PD-27 requires the adoption of a Master Plan of Development, approved in the form of a Conditional Use Permit; and

WHEREAS, the laws and regulations relating to the preparation and public notice of environmental documents, as set forth in the State and local guidelines for implementation of the California Environmental Quality Act (CEQA) have been adhered to; and

WHEREAS, a timely and properly noticed Public Hearing upon the subject Master Plan of Development and Vesting Tentative Tract Map was held by the Planning Commission of the City of Atascadero at which hearing evidence, oral and documentary, was admitted on behalf of said Master Plan of Development; and

WHEREAS, the Planning Commission of the City of Atascadero, at a duly noticed Public Hearing, studied and considered the proposed Conditional Use Permit (Master Plan of Development) and the proposed the Vesting Tentative Subdivision Map Tract 3141, and

WHEREAS, the Planning Commission of the City of Atascadero has recommended approval of the amendment to Planned Development Overlay Zone No. 27.

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

SECTION 1. Recitals: The above recitals are true and correct.

SECTION 2. Public Hearing. The City Council of the City of Atascadero, at a Public Hearing held on November 12, 2019 resolved to approve the proposed zoning text amendments.

SECTION 3. Facts and Findings. The City Council makes the following findings, determinations and approvals with respect to the Municipal Code Text Amendments:

A. Findings for Approval of a Conditional Use Permit

FINDING: The proposed project or use is consistent with the General Plan.

FACT: The proposed amendments are consistent with General Plan Land Use Circulation and Housing Element Policies. The Planned Development 27 overlay allows for development standards to be established through a Master Plan of Development. The proposed project is consistent with the Zoning Ordinance and the PD-27 as proposed for amendment.

FINDING: The proposed project or use satisfies all applicable provisions of the Title (Zoning Ordinance) including provisions of the PD-27 Overlay Zone

FACT: The Planned Development 27 overlay allows for development standards to be established through a Master Plan of Development. The proposed project is consistent with the Zoning Ordinance and the PD-27 as proposed for amendment.

FINDING: The establishment, and subsequent operation or conduct of the use will not, because of the circumstances and conditions applied in the particular case, be detrimental to the health, safety, or welfare of the general public or persons residing or working in the neighborhood of the use, or be detrimental or injurious to property or improvements in the vicinity of the use.

FACT: The proposed residential use will not be detrimental to the health, safety, or welfare of the general public or persons residing in the neighborhood. A residential use is consistent with the surrounding neighborhood to the east, and the commercial development is consistent with the adjacent commercial uses on El Camino Real. The Planned Development overlay language, mitigation measures, and City development standards will ensure that pedestrian and vehicular access conditions are designed in a manner which does not create ongoing safety concerns.

FINDING: The proposed project or use will not be inconsistent with the character or the immediate neighborhood or contrary to its orderly development.

FACT: The proposed residential use is consistent with surrounding residential and commercial uses.

FINDING: The proposed use or project will not generate a volume of traffic beyond the safe capacity of all roads providing access to the project, either existing or to be improved in conjunction with the project, or beyond the normal traffic volume of the surrounding neighborhood that would result from full development in accordance with the Land Use Element.

FACT: The proposed residential and commercial uses will not generate significant and unavoidable impacts to traffic. The project will contribute City TIF fees toward the US 101 interchanges. All internal and abutting public roads have been designed to City standard.

FINDING: The proposed project is in compliance with any pertinent City policy or criteria adopted by ordinance or resolution of the City Council, including the City's Appearance Review Manual and the Inclusionary Housing Policy.

FACT: The proposed project was reviewed by the Design Review Committee and was found to comply with all standards of the City's Appearance Review Manual. The project is proposing to comply with the State Density Bonus program for the provision of deed restricted affordable housing.

FINDING: The Master Plan of Development standards or processing requirements will enhance the opportunity to best utilize special characteristics of an area and will have a beneficial effect on the area.

FACT: The PD-27 establishes development standards that promote a cohesive neighborhood development and ensure that City goals related to traffic mitigation, aesthetic character, inclusionary housing, and pedestrian connectivity, among others, are achieved.

FINDING: The requested height waiver exception will not result in substantial detrimental effects on the enjoyment and use of adjoining properties, and the modified height will not exceed the lifesaving equipment capabilities of the Fire Department.

FACT: The proposed mixed-use live-work building proposed on El Camino Real contains a tower feature that exceeds the maximum height requirement by 2-feet. This increase in height for the corner tower feature will not exceed the capabilities of the fire department.

FINDING: Benefits derived from the Master Plan of Development and PD-27 Overlay Zone cannot be reasonably achieved through existing development standards or processing requirements.

FACT: The Planned Development 27 overlay text modifies standard development requirements to allow for a mixed-use residential and commercial project with individual lot ownership. City Council Planned Development Policy requires project benefits such as affordable inclusionary housing, pocket parks, and high-quality landscape and architecture

in exchange for modified development standards. As conditioned, the project satisfies these requirements.

B. Findings for Approval of Vesting Tentative Tract Map (TR 3141)

FINDING: The proposed subdivision, design and improvements as conditioned, is consistent with the General Plan and applicable zoning requirements, including provisions of the PD-27 overlay district.

FACT: The proposed amendments are consistent with General Plan Land Use Circulation and Housing Element Policies. The Planned Development 27 overlay allows for development standards to be established through a Master Plan of Development. The proposed project is consistent with the Zoning Ordinance and the PD 27 as proposed for amendment.

FINDING: The proposed subdivision, as conditioned, is consistent with the proposed Planned Development Overlay District-27 Master Plan of Development.

FACT: The subdivision is consistent with the currently proposed Master Plan of Development.

FINDING: The site is physically suitable for the type of development proposed.

FACT: The site is moderately sloped. The site has been designed to step up the hillside while maintaining accessibility.

FINDING: The site is physically suitable for the density of development proposed.

FACT: The site is located between along El Camino Real and is adjacent to single-family uses to the east. The configuration of the project design takes into account natural topography of the site, and acts as a buffer between commercial and single-family residential uses.

FINDING: The design and improvement of the proposed subdivision will not cause substantial environmental damage or substantially and unavoidably injure fish and wildlife or their habitat.

FACT: The design of the project aims to work with the existing topography and retain numerous mature oak trees.

FINDING: The design of the subdivision or the type of improvements will not cause serious health problems.

FACT: The design of the subdivision or the type of improvements will not cause serious health problems.

FINDING: The design of the subdivision will not conflict with easements acquired by the public at large for access through, or the use of property within, the proposed subdivision; or substantially equivalent alternative easements are provided.

FACT: The site is private property and no easements for public use exist at this time.

FINDING: Covenants, Conditions and Restrictions (CC&R's) or equivalent shall be required that incorporate the Master Plan of Development conditions of approval to ensure that the site retains the proposed qualities (architecture, colors, materials, plan amenities, fencing, and landscaping) over time.

FACT: A condition of approval has been included in the attached resolution, requiring CC&R's be recorded concurrently with the final map.

FINDING: The proposed subdivision design and type of improvements proposed will not be detrimental to the health, safety or welfare of the general public.

FACT: The proposed residential use will not be detrimental to the health, safety, or welfare of the general public or persons residing in the neighborhood. A residential use is consistent with the surrounding neighborhood to the east, and the commercial development is consistent with the adjacent commercial uses on El Camino Real. The Planned Development overlay language, mitigation measures, and City development standards will ensure that pedestrian and vehicular access conditions are designed in a manner, which does not create ongoing safety concerns.

C. Findings for Approval of an exception to the Subdivision Ordinance (Title 11)

FINDING: The property to be divided is of such size or shape, or is affected by such topographic conditions, that it is impossible, impractical or undesirable, in the particular case, to conform to the strict application of the regulations codified in this title.

FACT: The property is moderately sloped and located in a mid-block of El Camino Real. The adjacent properties to the east are zoned for Single-family use. The proposed project creates a transition between commercial and single-family uses and is designed as a pedestrian oriented walkable community in support of adjacent existing and future commercial uses.

FINDING: That the cost to the subdivider of strict or literal compliance with the regulations is not the sole reason for granting the modification.

FACT: Applicant cost is not a factor in the design of the subdivision.

FINDING: That the modification will not be detrimental to the public health, safety and welfare, or be injurious to other properties in the vicinity.

FACT: The modification will allow for a community-oriented design that transitions between commercial and single-family residential uses, providing an affordable by design concept.

FINDING: Granting the modification is in accord with the intent and purposes of these regulations, and is consistent with the General Plan and with all applicable specific plans or other plans of the City.

FACT: The proposed amendments will be consistent with the Subdivision map Act and will encourage new concepts and innovations in the arrangements of building sites.

D. Findings for Approval of an exception to the Signage Regulations

FINDING: The sign is consistent with the purposes set forth in Section 9-15.002.

FACT: The proposed roof sign is used as a community identification feature and is consistent with the architectural style of the mixed-use building.

FINDING: The opportunity to combine signs for more than one (1) use on a single sign structure has been considered.

FACT: The sign is used as a community identification sign and is not intended as advertising for single commercial tenants.

FINDING: Conformance with all other applicable codes and ordinances of the City, including, but not limited to, the Zoning Ordinance, General Plan and its several elements, and the appearance review guidelines.

FACT: The proposed sign was reviewed by the DRC. The sign is consistent with the building architecture and faces El Camino Real.

E. Findings for Approval of a Height Exception

FINDING: The project will not result in substantial detrimental effects on the enjoyment and use of adjoining properties and that the modified height will not exceed the lifesaving equipment capabilities of the Fire Department.

FACT: The height is exceeded by the tower feature of the mixed-use building fronting El Camino Real. The tower feature is non-occupied space. The modified height will not exceed the lifesaving equipment capabilities of the Fire Department.

SECTION 4. CEQA. The project was determined to be consistent with previously certified Mitigated Negative Declaration 2005-0063.

SECTION 5. Approval. The City Council of the City of Atascadero, in a regular session assembled on November 12, 2019 resolved to recommend the City Council approve a master plan of development and vesting tentative tract map consistent with the following:

EXHIBIT A: Vesting Tentative Subdivision Map, Grading, Utility Plan (Tract 3141)

EXHIBIT B: Conditions of Approval / Mitigation Monitoring Program

EXHIBIT C: Master Plan of Development

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Atascadero, State of California, held on this ____ day of _____, 2019 by the following vote:

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

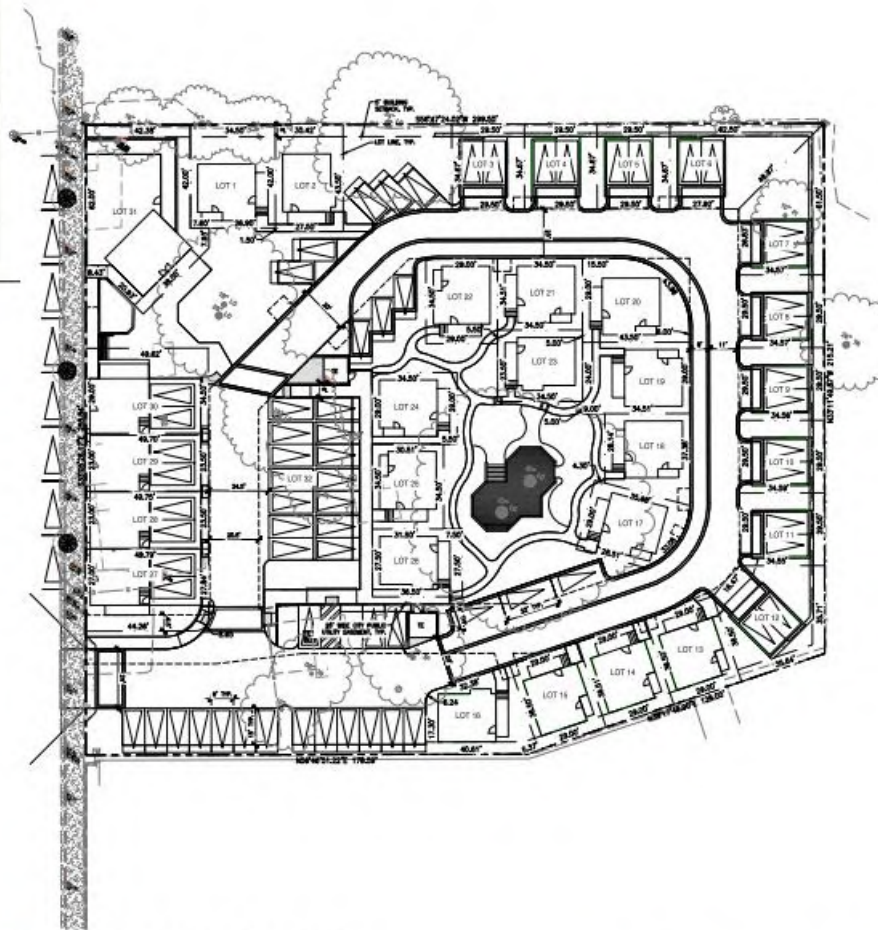
ATTEST:

Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

Brian Pierik, City Attorney

ITEM NUMBER: B-1
DATE: 11/12/19
ATTACHMENT: 2A



DEVELOPER INFORMATION

TED LARSON | JEFF LARSON
 CAL COMSTA PROPERTIES
 CA 9901 0000077 | CA 9900 00003
 CELL 415.987.8858 | OFFICE 800.242.6352
 EMAIL: TED@CALCOMSTAPROPS.COM | JEFF@CALCOMSTAPROPS.COM

PARCEL INFORMATION

ADDRESS: 4711 E. COMBEE RD., ARLINGTON, VA 22202
 PHONE: (703) 271-3071
 SIZE: 74,000 SF ± 1.75 ACRES
 AVERAGE SLOPE: 8.4%

DESCRIPTION AND LOT SUMMARY

A TENTATIVE TRACT MAP TO CONVEY 30 LOTS.

1-26: SINGLE FAMILY RESIDENTIAL
MIN. LOT SIZE = 800 SFs

27-30: LOW/MED-DENSITY
MIN. LOT SIZE = 800 SFs

31: COMMERCIAL
LOT SIZE = 2,000 SFs

32: COMMON LOT FOR FIRE ACCESS, PARKING, OPEN SPACE, DRAINAGE AND UTILITIES

SHEET INDEX

VTN0.0 - VEILING VERBAAL TACT. BVP
VTN0.0 - ONDERNO. AAN DRAGEN PLAN
VTN3.0 - SIE ORDES SECTIONS
VTN3.1 - SIE ORDES SECTIONS
VTN4.0 - UUTY PLAN

VESTING TENTATIVE TRACT MAP - NO. 3141

THIS IS A SUBDIVISION OF A PORTION OF LOT 40-4, IN BLOCK 80 SHOWN ON AN ORDINANCE "S" TO MAP OF JOHNSBURG, RECORDED APRIL 15, 1949, IN BOOK 4 PAGE 40 OF OFFICIAL RECORDS, IN THE CITY OF JOHNSBURG, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

BASIS OF BEARINGS

THE BEARING OF 81002018-17'S WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREIN. BEARING WAS DETERMINED BY LYING THE BEARING OF 81002018-17'S OVER BEING THE ESTABLISHED CENTRAL OF EL CHINO RUA, FOR 83 L3 11 AND ROTATING IT INTO SHAPE PLAIN COORDINATE SYSTEM.

ENGINEER INFORMATION

WUOL ENGINEERING
CONTACT: BOB WUOL, PE
1708 GARDEN STREET, SUITE 200-204
SAN LUIS OBISPO, CA 95061
805-773-0940

EXISTING EASEMENTS

1. AGREEMENT GRANTED TO THE FISHCREEK IRRIGAL WATER COMPANY BY EDDI RECORDED NOVEMBER 16, 1918 IN BOOK 111, PAGE 88 OF EDDI, RECORDS OF SAN LUIS OBISPO COUNTY, CALIFORNIA (NON-PORTABLE).
2. AGREEMENT CONTAINED IN THE DECLARING ENTITLED "EASTERN AGREEMENT" RECORDED FEBRUARY 13, 2009 AS INSTRUMENT NO. 08-706 OF OFFICIAL RECORDS (NON-PORTABLE).

PROPOSED EASEMENT(S)

1. 30 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN HEREON.

VERSION	NAME	DESCRIPTION
1	NEW	NEW SITE PLAN
2	NEW	SITE PLAN REVISIONS
3	NEW	SPEC REVIEW SITE PLAN SET
4	NEW	SPEC SET - NEW SITE PLAN
5	NEW	CITY REVIEW REVISIONS



GRAND OAKS PASEO

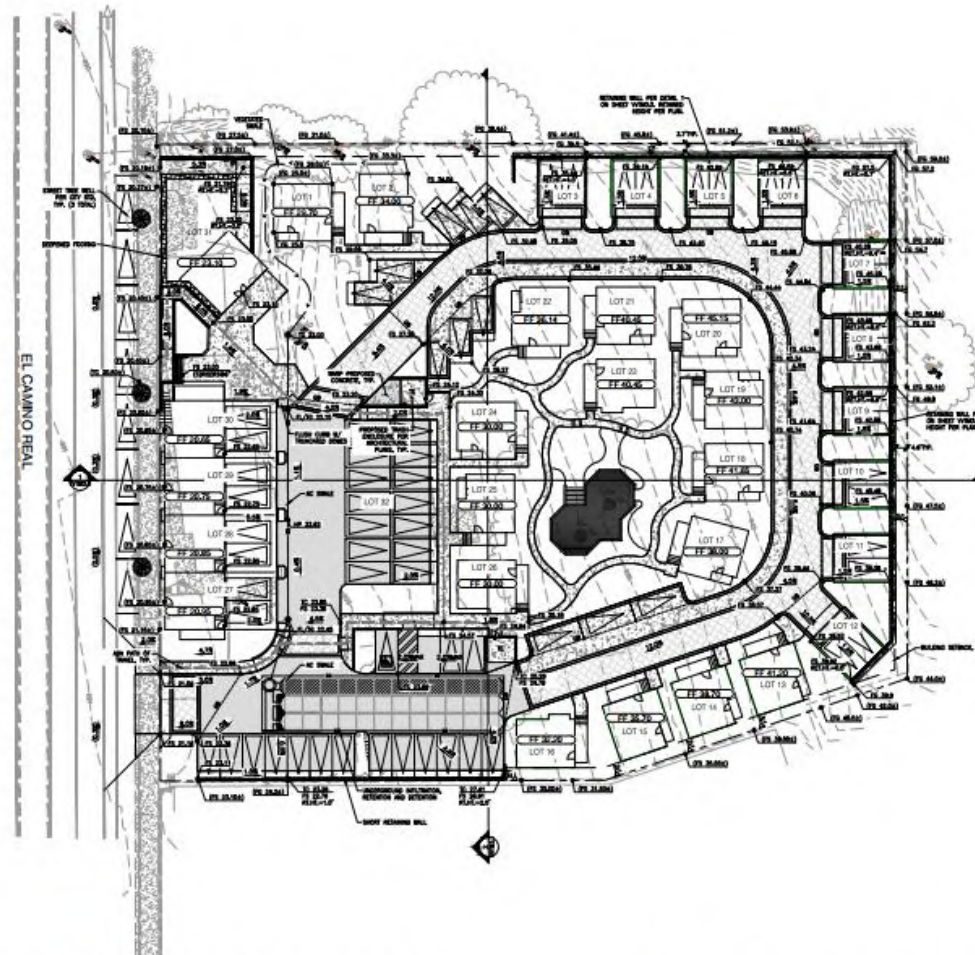
4711 EL CAMINO REAL, ATASCADERO, CA. 93422
TRACT MAP NO. 3141

VESTING TENTATIVE TRACT MAP

VTM1.0

1627-01-LP19 AUGUST 30, 2019





DEVELOPER INFORMATION

700 LUTHER L. JAY LARSEN
 100 LUTHER L. JAY LARSEN
 100 LUTHER L. JAY LARSEN
 100 LUTHER L. JAY LARSEN
 100 LUTHER L. JAY LARSEN

PARCEL INFORMATION

APN: 011-010-001, 011-010-002, 011-010-003
 100 LUTHER L. JAY LARSEN
 100 LUTHER L. JAY LARSEN

IMPERVIOUS AREA SUMMARY

IMPERVIOUS AREA	100,000 SF
PERVIOUS AREA	100,000 SF
TOTAL AREA	200,000 SF
PERVIOUS PERCENT	50.00%

POST CONSTRUCTION REQUIREMENTS/STORMWATER

1. STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OF ATASCADERO FOR REVIEW AND APPROVAL.
2. STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OF ATASCADERO FOR REVIEW AND APPROVAL.
3. STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OF ATASCADERO FOR REVIEW AND APPROVAL.
4. STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OF ATASCADERO FOR REVIEW AND APPROVAL.

UTILITIES

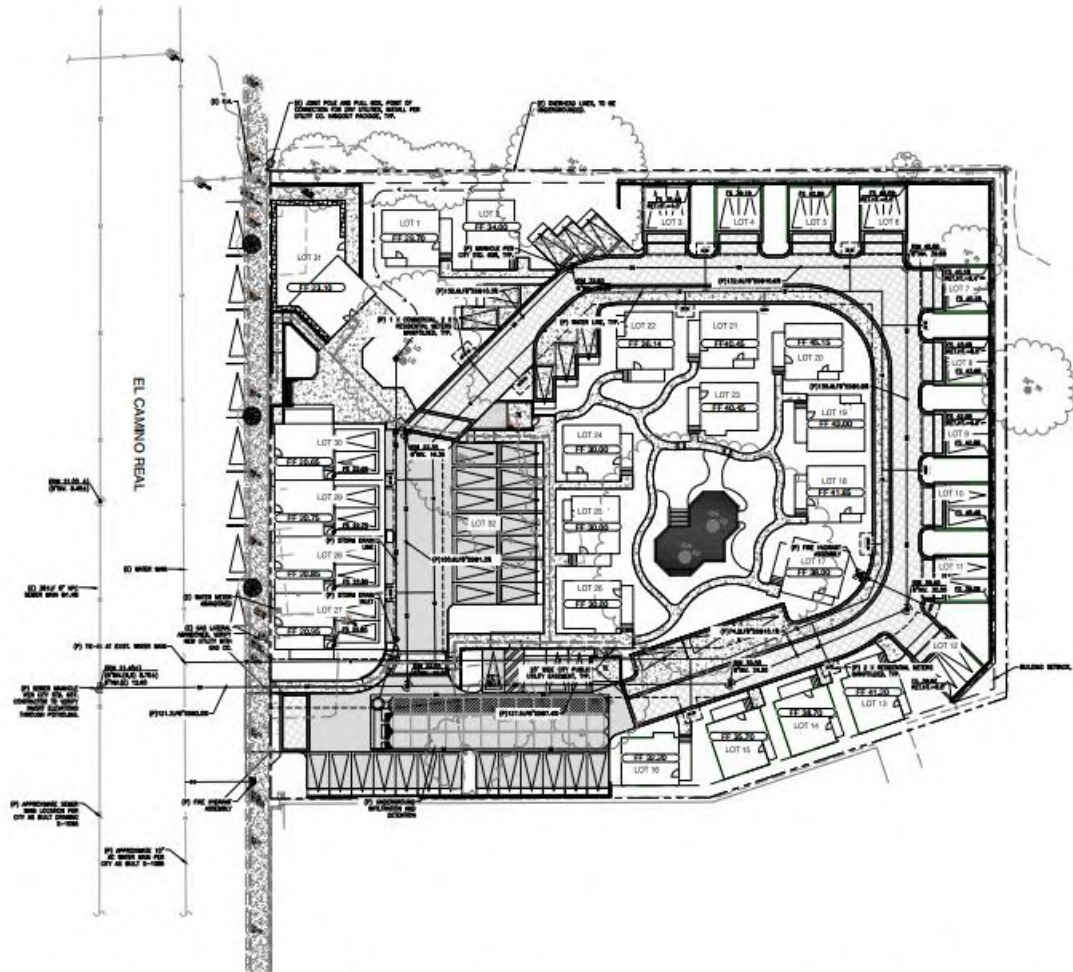
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GENERAL NOTES

1. ALL DIMENSIONS, ELEVATIONS, AND LOCATIONS SHALL BE AS SHOWN ON THIS PLAN. ANY CHANGES SHALL BE INDICATED BY A REVISION.
2. THE GRADING SHALL BE SUCH THAT THE DRAINAGE OF THE SITE SHALL BE TO THE STREET OR TO THE POND.
3. THE GRADING SHALL BE SUCH THAT THE DRAINAGE OF THE SITE SHALL BE TO THE STREET OR TO THE POND.
4. THE GRADING SHALL BE SUCH THAT THE DRAINAGE OF THE SITE SHALL BE TO THE STREET OR TO THE POND.





DEVELOPER INFORMATION

TO: LINDA L. LUTZ, OWNER
 10000 LUTZ DRIVE
 ATASCADERO, CA 93422
 (805) 319-4948
 WWW.WALSHENGINEERING.NET

PARCEL INFORMATION

ADDRESS: 4711 EL CAMINO REAL, ATASCADERO, CA 93422
 APN: 066-271-000
 AREA: 1.10 ACRES
 ZONE: R-100

IMPERVIOUS AREA SUMMARY

IMPERVIOUS AREA	1.10 AC
PERMEABLE AREA	0.10 AC
TOTAL AREA	1.20 AC

PERMEABLE PAVED AREA = 0.00 AC

POST CONSTRUCTION REQUIREMENTS/STORMWATER

- PERFORMANCE REQUIREMENTS 1, 2, 3 AND 4.
- STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OF ATASCADERO FOR REVIEW AND APPROVAL.
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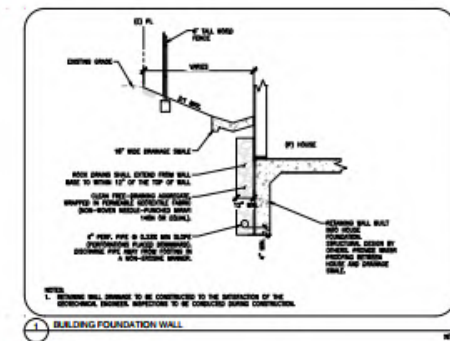
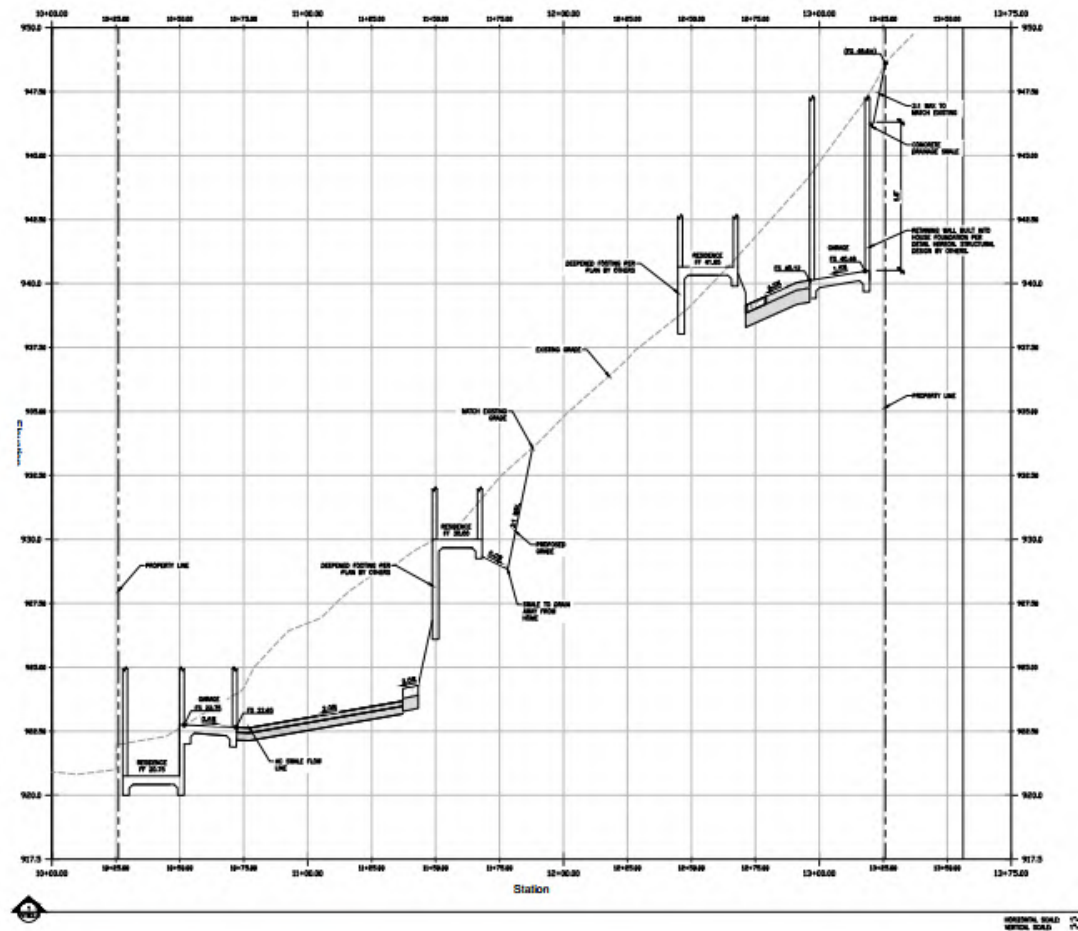
UTILITIES

- WATER: CITY OF ATASCADERO
- SEWER: CITY OF ATASCADERO
- GAS: CITY OF ATASCADERO
- STORMWATER: CITY OF ATASCADERO

UTILITY GENERAL NOTES

- ALL UTILITIES SHALL BE SHOWN ON THE PLAN.
- ALL UTILITIES SHALL BE SHOWN ON THE PLAN.
- ALL UTILITIES SHALL BE SHOWN ON THE PLAN.

ITEM NUMBER: B-1
DATE: 11/12/19
ATTACHMENT: 2A



WE WALSH
ENGINEERING
WALSHENGINEERING.NET (805) 319-4948
1108 GARDEN STREET, SUITE 200-204 SAN LUIS OBISPO, CA 93401

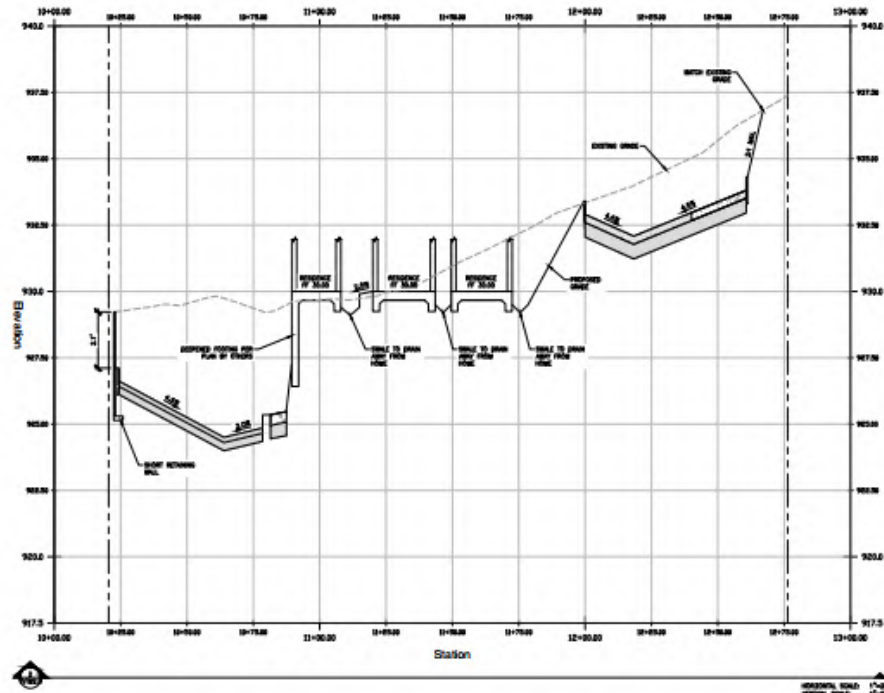
GRAND OAKS PASEO
4711 EL CAMINO REAL, ATASCADERO, CA. 93422
TRACT MAP NO. 3141

VESTING TENTATIVE TRACT MAP

SITE CROSS SECTIONS

VTTM3.0

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GRAND OAKS PASEO

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TRACT MAP NO. 3141

VESTING TENTATIVE TRACT MAP

SITE CROSS SECTIONS

VTTM3.1

1427-01-LP19

AUGUST 30, 2019

GENERAL PLANNING CONDITIONS

1. The approval of this zone change, tentative tract map, and use permit shall become final and effective following City Council approval.
2. The approval of this use permit shall become final and effective for the purposes of issuing building permits thirty (30) days following the City Council approval of the Zone text change upon second reading, unless prior to that time, an appeal to the decision is filed as set forth in Section 9-1.111(b) of the Zoning Ordinance.
3. The Community Development Department shall have the authority to approve the following minor changes to the project that (1) modify the site plan project by less than 10%, (2) result in a superior site design or appearance, and/or (3) address a construction design issue that is not substantive to the Master Plan of Development.
4. The Planning Commission shall have the final authority to approve any other changes to the Master Plan of Development and any associated Tentative Maps unless appealed to the City Council.
5. Approval of this Conditional Use Permit shall be valid for twenty-four (24) months after its effective date, and/or for the life of Tentative Tract Map (TR 3141). At the end of the period or upon expiration of Tentative Tract Map (TR 3141), the approval shall expire and become null and void unless the project has received a building permit.
7. The applicant shall defend, indemnify, and hold harmless the City of Atascadero or its agents, officers, and employees against any claim or action brought to challenge an approval by the City, or any of its entities, concerning the subdivision
8. All subsequent subdivisions and construction permits shall be consistent with the Master Plan of Development contained herein.

ARCHITECTURAL CONDITIONS

1. All exterior elevations, finish materials, colors, completed structures, hardscape finishes, and site improvements shall be consistent with the Master Plan of Development as shown in the attached EXHIBITS with the following listed modifications and clarifications. Conformance with the Master Plan of Development and Conditions of Approval shall be required at time of building permit submittal, and time of permit final, and ongoing in perpetuity for the life of the Master Plan of Development:
 - All exterior material finishes (siding, trim, doors, windows, light fixtures, garage doors) shall be durable, high quality, and consistent with the architectural appearance of the development.
 - All trash storage, recycle storage, and air conditioning units shall be screened from view behind architecturally compatible screening, fencing, or landscaped enclosures.
 - Any proposed exterior street, pedestrian, or building mounted light fixtures shall be of architectural grade, appropriate scale, and design and shall compliment the architectural style, subject to staff approval. Light fixtures shall comply with Zoning Ordinance requirements for shielding of light sources to prevent offsite glare.
 - Stucco siding shall be smooth troweled or similar.

- Roof materials shall be architectural grade.
- Any proposed changes to the architectural character must be approved by the Design Review Committee or other mechanism deemed appropriate by the Planning Director.

SITE DEVELOPMENT CONDITIONS

1. All site work, grading, and site improvements shall be consistent with the Master Plan of Development as shown in EXHIBITS, except as noted in conditions of approval.
2. Contrasting decorative pavement shall be utilized along the main access drive as shown in the project exhibits.
3. Open parking spaces shall not be reserved for residential or commercial tenants with the exception of tandem spaces.
4. All utilities within the project boundaries and along project frontages shall be installed underground, with the exception of the power line that extends across the ephemeral drainage swale on the interior of the project.
5. Approval of this permit shall include the removal of 1 Native Live Oak Tree totaling 10-inches dbh. The applicant shall be required to pay mitigation fees or provide replantings on-site per the requirements of the Atascadero Native Tree Ordinance. Any additional removals shall be subject to municipal code procedures for native tree removal. Any future native tree removal shall require a revised landscape plan to be submitted to the city for review and approval.
6. The recommendations identified in the arborist report shall be implemented during construction. The developer shall contract with a certified arborist to monitor all activity within the drip lines of existing native oak trees during construction.
7. Any future development signage shall be architecturally compatible with the proposed buildings. All future signage shall be subject to the review and approval of planning staff. No signage for live/work tenants shall be permitted facing the proposed residential units.
8. The common lot shall be maintained in a manner consistent with the master plan of development exhibits as attached. The common lot shall be maintained in a way that provides continued pedestrian access to all units and allows for utilities to be installed underground to serve each unit.

LANDSCAPE AND FENCING CONDITIONS

1. A final landscape and irrigation plan shall be approved prior to the issuance of building permits and included as part of site improvement plan consistent with EXHIBITS, and as follows:
 - All exterior meters, air conditioning units and mechanical equipment shall be screened with landscape material.
 - All areas shown on the landscape plan shall be landscaped by the developer completed at the discretion of the Community development Department.
 - London Plane, California Black Oak, or similar street trees shall be provided along El Camino Real at a minimum spacing of 30 feet on center. Trees planted near roads and sidewalks shall include deep-root planting barriers.
 - Street and open space trees shall be minimum 15-gallon size and double staked.

- The final landscape and irrigation plan shall conform to Atascadero Municipal Code requirements, including the City's Water Efficient Landscape Ordinance. Landscaping must consist of drought tolerant species and utilize drip irrigation.
2. All landscape shall be maintained in a healthy and thriving condition in perpetuity. The applicant and its successors shall be responsible for maintaining landscape and replacing any dead or failing landscape trees, ground cover and shrubs.
 3. No privacy fencing shall be installed on individual lots with the exception of lots abutting side and rear project boundaries. Fencing on these lots must be setback a minimum of 7-feet from the common ownership parcel. Privacy fencing shall be high quality wood fencing with top and bottom rails. No dog eared fencing shall be permitted.

FINAL MAP, PLANNING CONDITIONS

1. Affordable Housing Requirement: The Subdivider shall deed restrict a minimum of three (3) residential units for the time period required by the California State Density Bonus Law, and not less than 30 years, for sale or rental to moderate income households. The project's affordable housing shall comply with State Density Bonus Law.

All affordable units shall be distributed throughout the project, and shall be constructed at the same time as the market rate units. A phasing plan shall be submitted by the Applicant to show affordable unit construction in each phase of the project, to ensure a percentage of affordable units are built in each phase at the same construction timing as the market rate units. Affordable unit location and phasing plan shall be reviewed and approved by the Community Development Director to ensure consistency with the City Council's Inclusionary Housing Policy. The Community Development Director may require the affordable housing lots to be identified of the Final Map, on an additional map sheet for information purposes only, as provided by the Subdivision Map Act.

2. The emergency services and facility maintenance costs listed below shall be 100% funded by the project in perpetuity. The service and maintenance costs shall be funded through a community facilities district established by the City at the developer's cost. The funding mechanism must be in place prior to or concurrently with acceptance of the final maps. The funding mechanism shall be approved by the City Attorney, City Engineer and Administrative Services Director prior to acceptance of any final map. The administration of the above mentioned funds shall be by the City. Developer agrees to participate in the community facilities district and to take all steps reasonably required by the City with regard to the establishment of the district and assessment of the property.
 - All Atascadero Police Department service costs to the project.
 - All Atascadero Fire Department service costs to the project.
 - Off-site common City of Atascadero park facilities maintenance service costs related to the project.
3. All maintenance costs for all on-site improvements, facilities, and areas listed below shall be 100% funded by the project in perpetuity. The service and maintenance costs shall be funded through a Home Owners Association, or similar funding mechanism, established by the developer and subject to City approval. The Home Owners Association or other funding mechanism shall be in place prior to City Council approval of the Final Map. The Home Owners Association shall be approved by the City Attorney and Administrative Services Director prior to City Council approval of the Final Map.

The administration of the above mentioned funds, and the coordination and performance of maintenance activities, shall be the responsibility of the Home Owners Association.

- a. All streets, bridges, sidewalks, streetlights, street signs, roads, emergency access roads, emergency access gates, and sewer mains.
 - b. All parks, trails, recreational facilities and like facilities.
 - c. All open space and native tree preservation areas.
 - d. All drainage facilities and detention basins.
 - e. All creeks, flood plains, floodways, wetlands, and riparian habitat areas.
 - f. All common landscaping areas, street trees, medians, parkway planters, manufactured slopes outside private yards, and other similar facilities.
 - g. All frontage landscaping and sidewalks along arterial streets
4. At time of Final Map submittal, the applicant shall submit Covenants, Conditions & Restrictions (CC&Rs) for review and approval by the Community Development Department. The CC&R's shall record concurrently with the Final Map and shall include the following:
- i. Provisions for maintenance of all common areas including access, parking, street trees, fencing and landscaping.
 - ii. A detailed list of each individual homeowner's responsibilities for maintenance of the individual units.
 - iv. A provision for review and approval by the City Community Development Department for any changes to the CC&R's that relate to the above requirements prior to the changes being recorded or taking effect.
5. Deed notification shall be recorded against the common ownership lot detailing fencing restrictions and access responsibilities.
6. A deed notification will be recorded against each residential use property detailing privacy fencing restrictions.

WATER AND FIRE CONDITIONS

1. Fire Sprinklers are required on all structures consistent with the California Building Code adopted at the time of building permit submittal.
2. Before issuance of building permits, the applicant shall obtain a "Will Serve" letter from AMWC for the newly created lots within the subdivision.
3. The Applicant shall extend the water distribution system to the satisfaction of the Atascadero Mutual Water Company (AMWC) and City Engineer.
4. The water system shall include easements for water system facilities as required by the AMWC and to the satisfaction of the City Engineer
5. Before the start of construction on the water system improvements, the applicant shall pay all installation and connection fees required by AMWC.

6. The applicant is responsible for designing and constructing water system improvements that will provide water at pressures and flows adequate for the domestic and fire protection needs of the project.
7. At time of building permit submittal, site plans showing adequate fire department access along the main access drive using auto-turn software shall be submitted for review.
8. Fire hydrant locations shall be to the satisfaction of the City Fire Marshal.
9. Properties and/or areas that are managed or owned by the HOA shall be metered separately to the satisfaction of the AMWC.

WASTEWATER COLLECTION SYSTEM

1. The gravity sewer system shall be owned and operated by the HOA. The wastewater collection system shall be designed and constructed in accordance with City Standard Specifications and Drawings, to the satisfaction of the City Engineer.
2. Gravity SS mains shall be a minimum of eight (8) inches in diameter.
3. Each lot served by the wastewater collection system shall pay all sewer fees prior to the issuance of a building permit.

UTILITIES

1. New utility distribution systems and services shall be constructed underground, to the satisfaction of the City Engineer.
2. Each lot shall be served with separate services for water, sewer, gas, power, telephone and cable TV. Utility laterals shall be located and constructed to each lot in accordance with City Standard Specifications and Drawings.

PUBLIC WORKS GENERAL CONDITIONS

1. Public improvement plans (PIPs) shall be prepared by a licensed civil engineer. PIPs shall be prepared on 24"x36" plan sheets, use the City Standard border and signature block, and shall comply with Section 2 of City Standard Specifications.
2. All plans shall contain the City of Atascadero "Standard Notes for Improvement Plans" on file in the City Engineer's office.
3. On-site roadway signing and striping shall be in accordance with the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

FINAL MAP

1. Prior to recording the Map, the Applicant shall have the map reviewed by the public utility providers for power, telephone, gas, cable TV, and the Atascadero Mutual Water Company. The Applicant shall obtain a letter from each utility company stating that the easements and rights-of-way shown on the map for public utility purposes are acceptable.

2. Documents that the City of Atascadero requires to be recorded concurrently with the Map (e.g.: off-site rights-of-way dedications, easements not shown on the map, agreements, etc.) shall be listed on the certificate sheet of the map.

ON-SITE ROADWAY – DRIVEWAY

1. The horizontal and vertical design of roads shall be in compliance with the City of Atascadero Engineering Standards and Standard Specifications, to the satisfaction of the City Engineer. The City Engineer reserves the right to make modifications to all submitted road designs, when in the opinion of the City Engineer, the public's health and safety is benefitted.
2. The design of structural pavement sections shall be based on a Traffic Index (TI) = 5.5. New pavement placed prior to the construction of buildings will be subjected to additional construction traffic and wear associated with the on-site construction not included in the design life of the pavement section. Therefore to off-set this, the AC thickness shall be increased from that which is derived from Caltrans method by either:
 - a. 1" if the pavement is placed prior to building construction (not phased).
 - b. 1.5" if the pavement construction is phased (i.e. – a portion of the ultimate pavement thickness is deferred and a final pavement cap placed prior to final inspection). Final pavement cap shall not be less than 1.5".
3. Prior to recordation of the Final Map, the Applicant shall establish an Homeowner's/Property Owner's Association to provide sufficient funds on an annual basis to pay for the operation, maintenance and future replacement of the internal road system serving the subdivision, including but not limited to:
 - a. Pavement, pavement seals, aggregate base
 - b. Striping, signage, street furniture
 - c. Drainage facilities, detention basins, retention basins, bio-swales, & storm water treatment/control measures
 - d. Maintenance of slopes or walls containing the road prism

Prior to recordation of the Final Map, the Applicant's engineer shall prepare and submit an estimated operating budget and capital replacement analysis for review and approval by the City Engineer.

4. Pavement and base sections shall be designed and constructed in accordance with the City of Atascadero Standard Specifications and Drawings. When said standards and specifications are not clear, lack necessary details, or are silent, the minimum standard shall be based upon the current edition of the San Luis Obispo County Public Improvement Standards or Caltrans Standard Plans and Specifications, as determined by the City Engineer.

STORM WATER

1. The final Stormwater Control Plan (SWCP) and supporting hydrology report shall be approved by the City Engineer prior to issuance of any building permit for the construction of impervious surfaces.
2. Prior to a final inspection the City documents shall be completed and approve by the City Engineer:
ATAS - SWP-1001_Engineer Certification Form
ATAS - SWP-1003_OwnerAgentInfo
ATAS - SWP-1007_Exhibit_B_Instructions_SCM FORM

ATAS - SWP-1008_Stormwater System Plans and Manuals
ATAS - SWP-2002_Stormwater O&M Process and Form Instructions
ATAS - SWP-3001_Stormwater System O&M Agreement
ATAS - SWP-3002_Private Stormwater System Recorded Notice

FLOOD CONTROL BASINS

1. Flood control basins are utilized in the City of Atascadero depending upon site conditions: Retention basins, Detention basins, and Subsurface Infiltration Basins. In all cases, the Project Engineer shall provide evidence that the basin will completely drain within 72 hours, to the satisfaction of the City Engineer.

Retention Basin. Any drainage basin which is used as a terminal disposal facility shall be classified as a retention basin.

- a. Basin Capacity. The basin capacity is to be based on the theoretical runoff from a 50-year storm, 10-hour intensity for 10-hour duration. No reduction in required capacity shall be given for soil percolation rates.
- b. Percolation Test Required. A minimum of 3 percolation tests per basin shall be submitted to the City Engineer for review and approval prior to approval of the plans. The project engineer shall submit calculations and a report demonstrating the basin will drain within seven-days of a single storm event as noted above. Deep soil borings may be required in areas where there is concern of shallow depth to groundwater or bedrock. Percolation tests shall be performed at depths below the basin bottom.

Detention Basin. Any drainage basin which has a downstream outlet designed to meter the outflow shall be classified as a detention basin. Basin capacity shall be based on receiving the runoff from a 50-year storm with the watershed in its fully-developed condition, and releasing the flow equivalent to the runoff from a 2-year storm with the project site in its pre- development condition. The outlet shall release water in a non-erosive manner.

Subsurface Infiltration Basins. Subsurface basins may be used for either retention or detention of site runoff, where their application is suitable for project conditions. Subsurface basins shall be limited to locations where the depth to seasonally high groundwater is greater than 10-feet below the deepest portion of the basin.

Drain Rock. Drain rock shall be clean, crushed granite (or clean, angular rock of similar approved hardness) with rock size ranging from 1-1/2-inch to 3/4-inch. Rock gradation shall conform to the Specification of ASTM C-33 #4.

Operational Requirements.

- a. Water quality of inflow (both sediment and chemical loading) may require pretreatment or separation
- b. Maintenance plan, including provisions for vehicular access and confined-space entry safety requirements, where applicable
- c. A safe overflow path shall be identified on the plan and may require easements

Overflow Path Required. The design of all drainage basins shall identify the designated route for

overflow. The Project Engineer shall design the overflow path so that the flow in a 100- year storm is non-erosive and will not damage downstream improvements, including other basins. Easements may be required for concentrated flows across multiple properties.

MITIGATION MEASURES – MITIGATED NEGATIVE DECLARATION 2005-0063

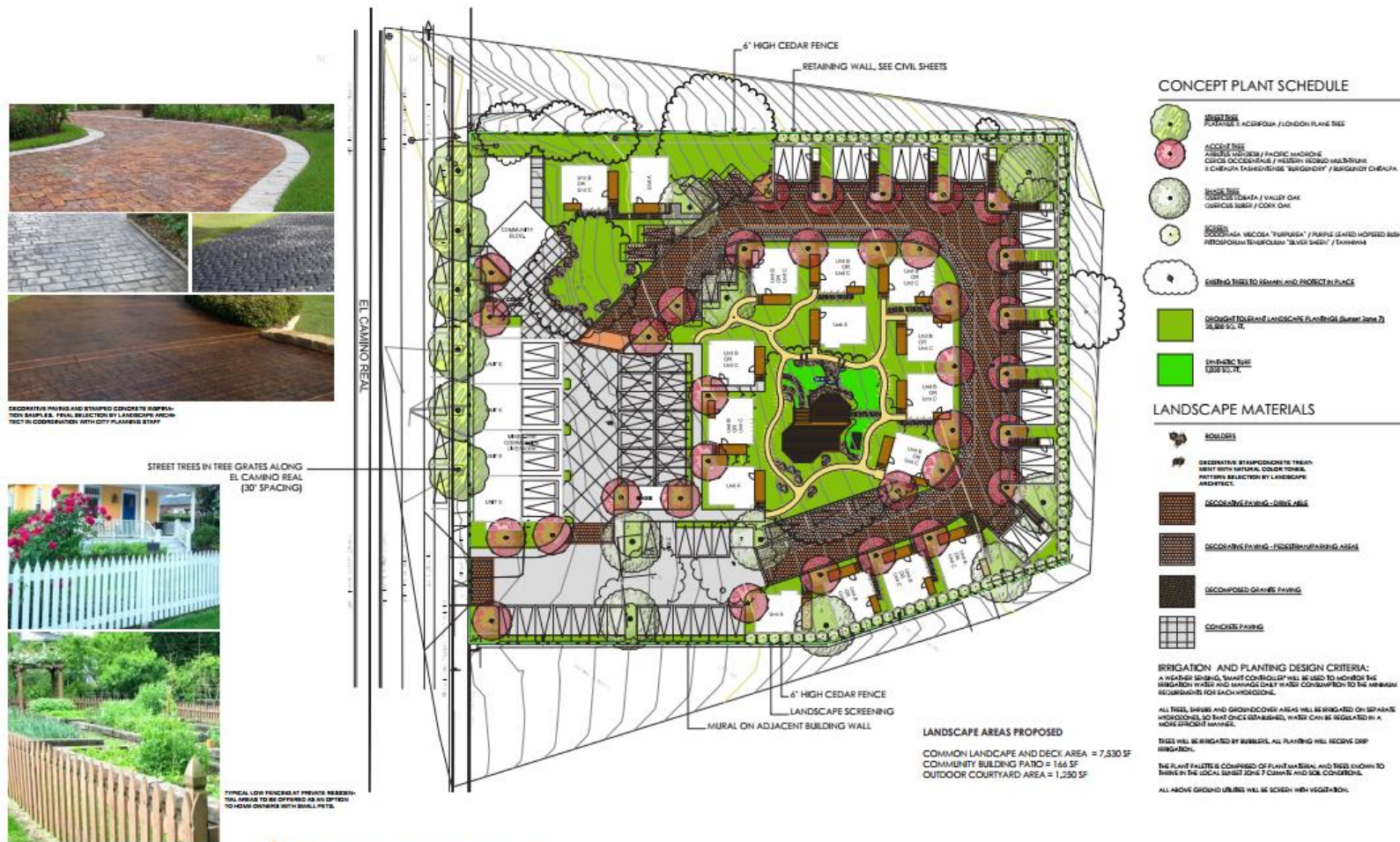
<p><u>Mitigation Measure 1.c.1:</u> The following landscape mitigations shall apply:</p> <ul style="list-style-type: none"> ▪ Fencing shall be complimentary in color and material to the proposed architectural theme. ▪ The project landscaping shall include street trees along El Camino Real street frontage. ▪ All proposed trees shall be shade trees of 15-gallon minimum size and shall be double staked. 	BP	BS, PS, CE	1.c.1
<p><u>Mitigation Measure 1.c.2:</u> The proposed buildings shall include the use of earth tone paint and roof colors.</p>	BP	BS, PS, CE	1.c.2
<p><u>Mitigation Measure 1.d.1:</u> If exterior parking lot lighting is proposed, it shall be designed to eliminate any off site glare. All exterior site lights shall utilize full cut-off, “hooded” lighting fixtures to prevent offsite light spillage and glare. Any luminary pole height shall not exceed 14-feet in height, limit intensity to 2.0 foot candles at ingress/egress, and otherwise 0.6 foot candle minimum to 1.0 maximum within the site. Fixtures shall be shield cut-off type and compatible with neighborhood setting, subject to staff approval.</p>	BP	BS, PS, CE	1.d.1
<p><u>Mitigation Measure 3.b.1:</u> The project shall be conditioned to comply with all applicable District regulations pertaining to the control of fugitive dust (PM-10) as contained in sections 6.3, 6.4 and 6.5 of the April 2003 Air Quality Handbook.</p> <p><u>Section 6.3: Construction Equipment</u></p> <ul style="list-style-type: none"> ▪ Maintain all construction equipment in proper tune according to manufacturer’s specifications. ▪ Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with ARB certified motor vehicle diesel fuel (Non-taxed version suitable for use off-road). ▪ Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB’s 1996 or newer certification standard for off-road heavy-duty diesel engines. ▪ Install diesel oxidation catalysts (DOC), catalyzed diesels particulate filters (CDPF) or other District approved emission reduction retrofit services (Required for projects grading more than 4.0 acres of continuously worked area). <p><u>Section 6.4: Activity Management Techniques</u></p> <ul style="list-style-type: none"> ▪ Develop a comprehensive construction activity management plan designed to minimize the amount of large construction equipment operating during any given time period. ▪ Schedule of construction truck trips during non-peak hours to reduce peak hour emissions. ▪ Limit the length of the construction workday period, if necessary. ▪ Phase construction activities, if appropriate. 	BP, GP	BS, PS, CE	3.b.1

<p>Section 6.5: Fugitive PM10 All of the following measures shall be included on grading, demolition and building plan notes:</p> <ul style="list-style-type: none"> A. Reduce the amount of the disturbed area where possible. B. Use of water trucks or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency will be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water should be used whenever possible. C. All dirt stockpile areas shall be sprayed daily as needed. D. Permanent dust control measures identified in the approved project re-vegetation and landscape plans shall be implemented as soon as possible following completion of any soil disturbing activities. E. Exposed ground areas that designated for reworking at dates greater than one month after initial grading shall be sown with a fast-germinating native grass seed and watered until vegetation is established. F. All disturbed soil areas not subject to re-vegetation should be stabilized using approved chemical soil binder, jute netting, or other methods approved in advance by the APCD. G. All roadways, driveways, sidewalks, etc, to be paved shall be complete as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. H. Vehicle speed for all construction vehicles shall not exceed 15 mph on any unpaved surface at the construction site. I. All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with CVC Section 23114. J. Install wheel washers where vehicles enter and exit unpaved roads onto streets, or was off trucks and equipment leaving the site. K. Sweep streets at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water should be used where feasible. L. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. The name and telephone number of such persons shall be provided to the APCD prior to land use clearance for map recordation and land use clearance for finish grading of any structure. 			
<p>Mitigation Measure 4.e.1: Grading and excavation and grading work shall be consistent with the City of Atascadero Tree Ordinance. Special precautions when working around native trees include:</p> <ul style="list-style-type: none"> •All existing trees outside of the limits of work shall remain. •Earthwork shall not exceed the limits of the project area. •Low branches in danger of being torn from trees shall be pruned prior to any heavy equipment work being done. •Vehicles and stockpiled material shall be stored outside the dripline of all trees. •All trees within the area of work shall be fenced for protection with 4-foot chain link, snow or safety fencing placed per the approved tree protection plan. Tree protection fencing shall be in place prior to any site excavation or grading. Fencing shall remain in place until completion of all construction activities. •Any roots that are encountered during excavation shall be clean cut by hand and sealed with an approved tree seal. 	BP	PS, BS	4.e.1

<p><u>Mitigation Measure 4.e.2:</u> All recommendations contained within the project arborists report prepared by Tree Resources Assessment, Barbella's Tree Service shall be applied to the proposed project in terms of each native tree proposed for removal and each tree within the project area subject to potential impact. All native tree impact/replacements shall be per the Atascadero Municipal Code Section 9-11.105.</p>	BP	PS, BS	4.e.2
<p><u>Mitigation Measure 4.e.3:</u> The developer shall contract with a certified arborist during all phases of project implementation. The certified arborists shall be responsible for monitoring the project during all phases of construction through project completion, as follows:</p> <p>(a) A written agreement between the arborist and the developer outlining an arborist monitoring schedule for each construction phase through final inspection shall be submitted to and approved by planning staff prior to the issuance of building/grading permits.</p> <p>(b) Arborist shall schedule a pre-construction meeting with engineering /planning staff, grading equipment operators, project superintendent to review the project conditions and requirements prior to any grubbing or earth work for any portion of the project site. All tree protection fencing and trunk protection shall be installed for inspection during the meeting. Tree protection fencing shall be installed at the line of encroachment into the tree's root zone area.</p> <p>(c) As specified by the arborist report and City staff:</p> <ul style="list-style-type: none"> ▪ Prune all trees in active development areas to be saved for structural strength and crown cleaning by a licensed and certified arborist; ▪ Remove all debris and spoils from the lot cleaning and tree pruning. ▪ In locations where paving is to occur within the tree canopy, grub only and do not grade nor compact. Install porous pavers over a three-inch bed of ¾ inch granite covered with one-inch pea gravel for screeding. If curbs are required, use pegged curbs to secure the porous pavers. Pegged curbs are reinforced six to eight curbs poured at grade with a one-foot by one-foot pothole every four to six linear feet. ▪ All trenching or grading within the protected root zone area, outside of the tree protection fence shall require hand trenching or preserve and protect roots that are larger than 2 inches in diameter. ▪ No grading or trenching is allowed within the fenced protected area. ▪ Any roots that are 4 inches in diameter or larger are not to be cut until inspected and approved by the on-site arborist. <p>(d) Upon project completion and prior to final occupancy a final status report shall be prepared by the project arborist certifying that the tree protection plan was implemented, the trees designated for protection were protected during construction, and the construction-related tree protection measures are no longer required for tree protection.</p>	BP	PS, BS	4.e.3
<p><u>Mitigation Measure 4.e.4:</u> All tree removals identified in the Tree Resources Assessment, dated 7/19/05 shall be mitigated as prescribed by the Atascadero Native Tree Ordinance.</p>	BP	PS, BS	4.e.4

<u>Mitigation Measure 5.b.1:</u> Design an appropriate Phase II archaeological sampling strategy.	GP	PS, BS, CE	5.b.1
<u>Mitigation Measure 5.b.2:</u> Monitoring of all earth disturbance by a qualified subsurface archaeologist and native monitor during construction activities.	GP	PS, BS, CE	5.b.2
<u>Mitigation Measure 5.b.3:</u> Cultural soils must remain on site of they are moved and/or disturbed.	GP	PS,BS,CE	5.b.3
<u>Mitigation Measure 6.b.1:</u> The grading permit application plans shall include erosion control measures to prevent soil, dirt, and debris from entering the storm drain system during and after construction. A separate plan shall be submitted for this purpose and shall be subject to review and approval of the City Engineer at the time of Building Permit application.	BP, GP	PS, BS, CE	6.b.1
<u>Mitigation Measure 6.c.1:</u> A soils report shall be required to be submitted with a future building permit by the building department.	BP,GP	PS,BS,CE	6.c.1
<u>Mitigation Measure 7.b.1:</u> Per the Phase I Environmental Site Assessment, further investigation of the former commercial building area is necessary to better determine if the site had been adversely impacted by previous auto garage or painting use	BP	PS	7.b.1
<u>Mitigation Measure 8.e.f.1:</u> The developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Failure to comply with the approved construction Best Management Practices will result in the issuance of correction notices, citations, or stop orders	GP	PS, BS, CE	8.e.f.1
<u>Mitigation Measure 11.d.1:</u> All construction activities shall comply with the City of Atascadero Noise Ordinance for hours of operation, and as follows: Construction activities shall be limited to the following hours of operation: <ul style="list-style-type: none"> • 7 a.m. to 7 p.m. Monday through Friday • 9 a.m. to 6 p.m. Saturday • No construction on Sunday Further, particularly loud noises shall not occur before 8 a.m. on weekdays and not at all on weekends. The Community Development Director upon a determination that unusually loud construction activities are having a significant impact on the neighbors may modify the hours of construction. Failure to comply with the above-described hours of operation may result in withholding of inspections and possible construction prohibitions, subject to the review and approval of the Community Development Director. A sign shall be posted on-site with the hours of operation and a telephone number of the person to be contacted in the event of any violations. Staff shall approve the details of such a sign during the Grading Plan/Building Permit review process.	BP, GP	PS, BS, CE	11.d.1

<p><u>Mitigation Measure 13.1:</u> Project Road and Landscape Maintenance and Emergency Services Funding:</p> <p>The emergency services and road maintenance costs of the project shall be 100% funded by the project in perpetuity. The service and maintenance cost may be funded through a benefit assessment district or other mechanism established by the developer subject to City approval. The funding mechanism must be in place prior to or concurrently with acceptance of the any final maps. The funding mechanism shall be approved by the City Attorney, City Engineer and Administrative Services Director prior to acceptance of any final map. The administration of the above mentioned funds and the coordination and performance of maintenance activities shall be by the City</p> <ul style="list-style-type: none"> a) All Atascadero Police Department service costs to the project. b) All Atascadero Fire Department service costs to the project. c) All streets, sidewalks, streetlights, street signs, roads, emergency access roads, emergency access gates, and sewer mains within the project. d) All parks, trails, recreational facilities and like facilities. e) All open space and native tree preservation areas. f) All drainage facilities and detention basins. g) All common landscaping areas, street trees, medians, parkway planters, manufacture slopes outside private yards, and other similar facilities. h) All drainage facilities and detention basins. i) All common landscaping areas, street trees, medians, parkway planters, manufacture slopes outside private yards, and other similar facilities. 	BP, GP	PS, BS, CE	13.1
<p><u>Mitigation Measure 15.a:</u> The project shall pay Development Impact Fee per the Circulation System of Atascadero. These fees based on the City Development Impact Fee Schedule and shall be paid prior to any building permit issued on the property.</p>	BP	PS, BS, CE	15.a





ARCHITECTURAL SITE PLAN

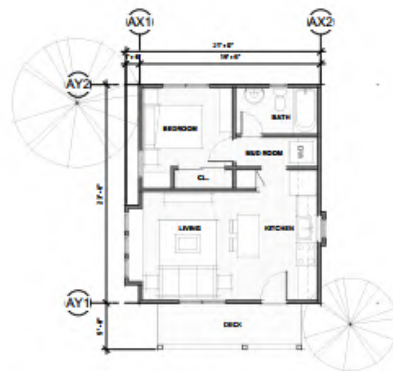
LOT COVERAGE PROPOSED
 21,000 SF BUILDING FOOTPRINT / 1.71 AC OR 74,487.60 SF = 0.28 OR 28%
 MAX. COVERAGE ALLOWED 30%



GRAND OAKS PASEO
 4711 EL CAMINO REAL, ATASCADERO, CA. 93422

HORIZONTAL CONTROL PLAN A1

1627-01-LP19 SEPTEMBER 04, 2019 DRC REVIEW STUDY



UNIT A - 1 BEDROOM
 31'0" x 11'0"

AREA CALCS - UNIT A - 1 BEDROOM	
NAME	AREA
UNIT A - GROUND FLOOR	471 SF
	471 SF



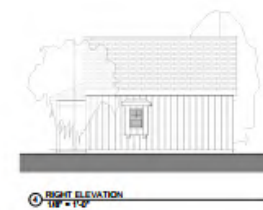
FRONT ELEVATION
 31'0" x 11'0"



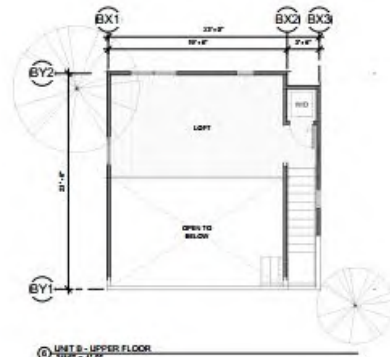
LEFT ELEVATION
 18'0" x 11'0"



REAR ELEVATION
 18'0" x 11'0"



RIGHT ELEVATION
 18'0" x 11'0"



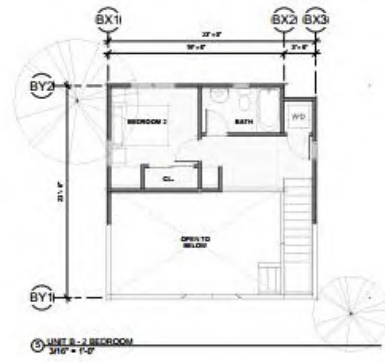
UNIT B - UPPER FLOOR
 310' x 1'-0"



UNIT B - LOWER FLOOR
 310' x 1'-0"

AREA CALC - UNIT B - 1 BEDROOM	
NAME	AREA
UNIT B - GROUND FLOOR - 1 BEDROOM	458 SF
UNIT B - UPPER FLOOR - 1 BEDROOM	255 SF
	713 SF





AREA CALC'S - UNIT B-2 BEDROOM	
NAME	AREA
UNIT B - UPPER FLOOR - 2 BEDROOM	135 SF
UNIT B - GROUND FLOOR - 2 BEDROOM	253 SF
	713 SF





① UNIT C-3 BEDROOM
 3/16" = 1'-0"



① UNIT C
 3/16" = 1'-0"

AREA CALC - UNIT C-3 BEDROOM	
NAME	AREA
UNIT C - GROUND FLOOR	458 SF
UNIT C - UPPER FLOOR	183 SF
	641 SF



① FRONT ELEVATION
 3/16" = 1'-0"



① LEFT ELEVATION
 1/8" = 1'-0"



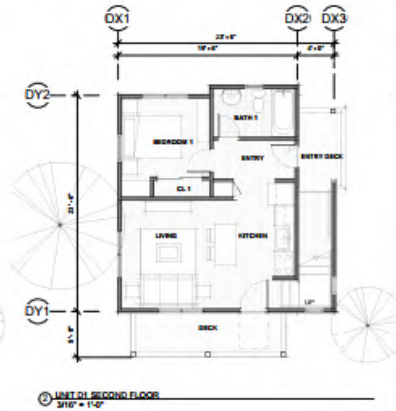
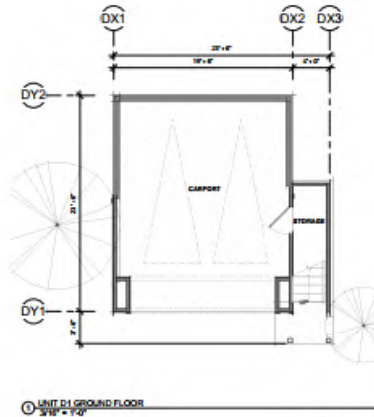
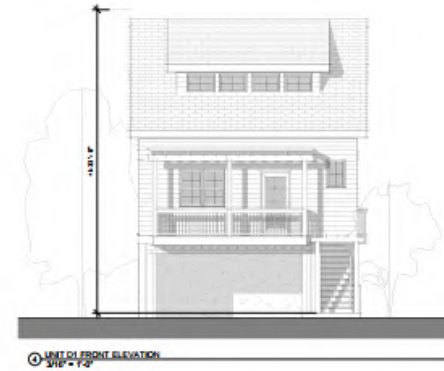
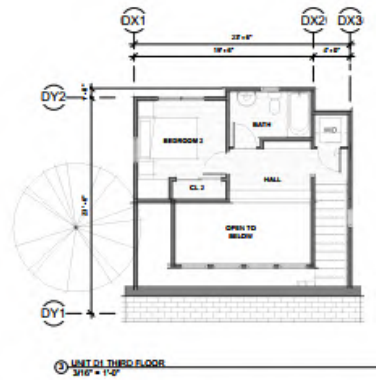
① REAR ELEVATION
 1/8" = 1'-0"



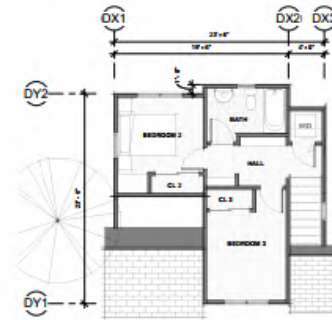
① RIGHT ELEVATION
 1/8" = 1'-0"

AREA CALCS - UNIT D - 2 BEDROOM	
FLOOR	AREA
UNIT D - THIRD FLOOR	245 SF
UNIT D - SECOND FLOOR	515 SF
	764 SF

AREA CALCS - UNIT D UNCONDITIONED - 2 BEDROOM	
FLOOR	AREA
UNIT D - CARPORT	458 SF
UNIT D - ENTRY DECK	45 SF
UNIT D - DECK	84 SF
	587 SF



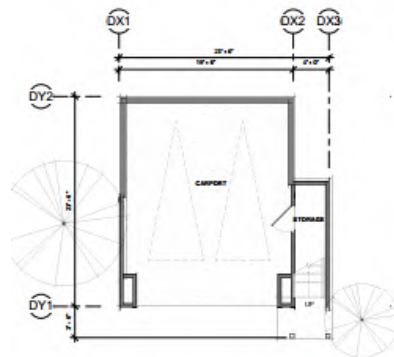
AREA CALC - UNIT D - 3 BEDROOM	
FLOOR	AREA
UNIT D - SECOND FLOOR	519 SF
UNIT D - THIRD FLOOR	379 SF
UNIT D - THIRD FLOOR	90 SF
AREA CALC - UNIT D UNCONDITIONED - 3 BEDROOM	
FLOOR	AREA
UNIT D - CARPORT	458 SF
UNIT D - ENTRY DECK	87 SF
UNIT D - DECK	94 SF
	587 SF



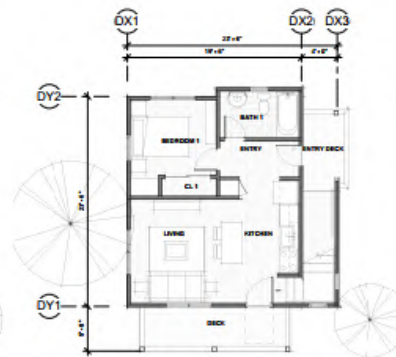
UNIT D2 THIRD FLOOR
 316' x 1'-0"



UNIT D2 FRONT ELEVATION
 316' x 1'-0"



UNIT D2 GROUND FLOOR
 316' x 1'-0"



UNIT D2 SECOND FLOOR
 316' x 1'-0"



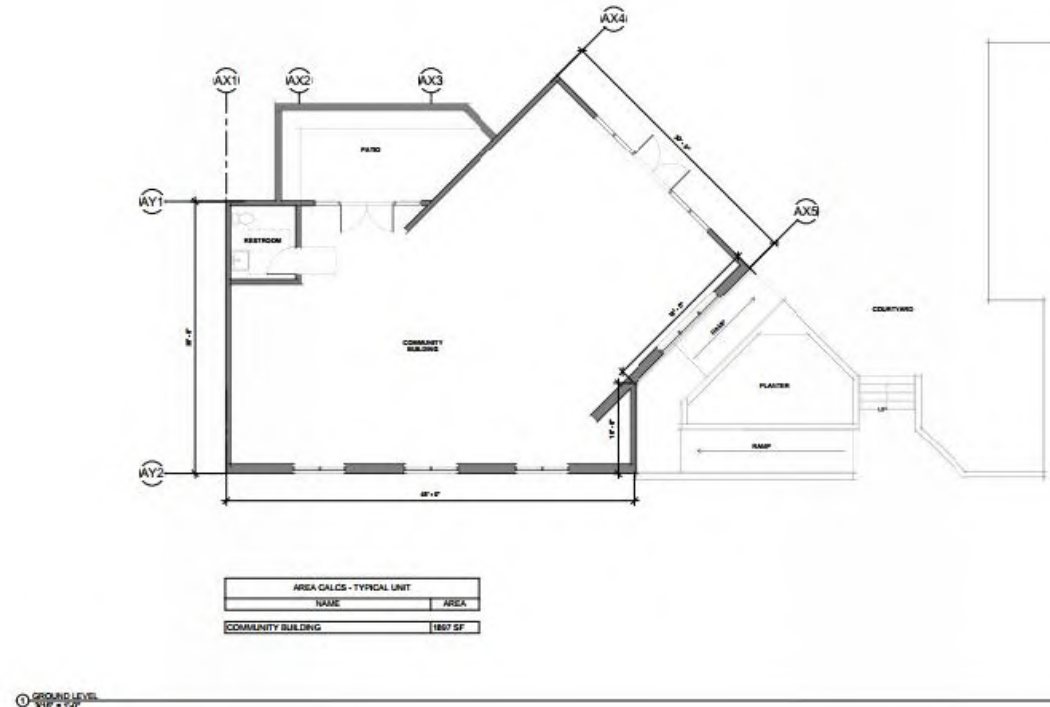
UNIT D2 LEFT ELEVATION
 18' x 1'-0"



UNIT D2 REAR ELEVATION
 18' x 1'-0"



UNIT D2 RIGHT ELEVATION
 18' x 1'-0"





③ FRONT ELEVATION - EL CAMINO REAL
 1/8" = 1'-0"



② Left Elevation
 1/8" = 1'-0"



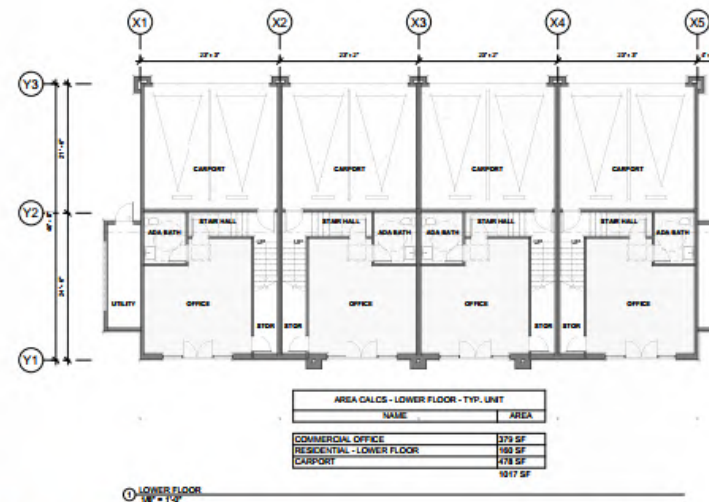
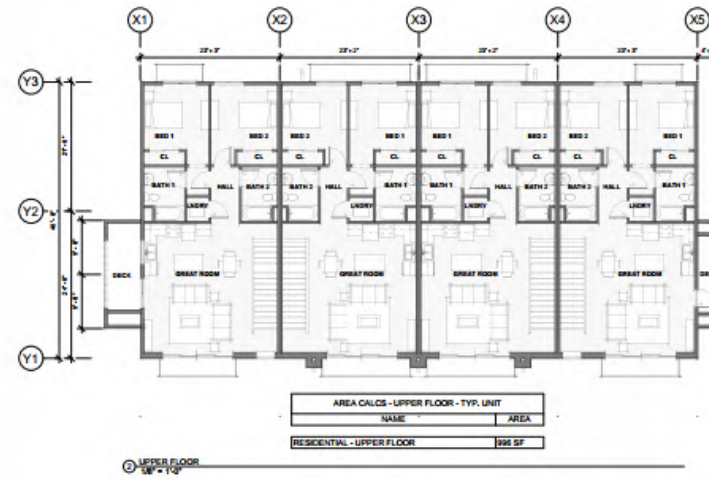
⑤ Right Elevation
 1/8" = 1'-0"



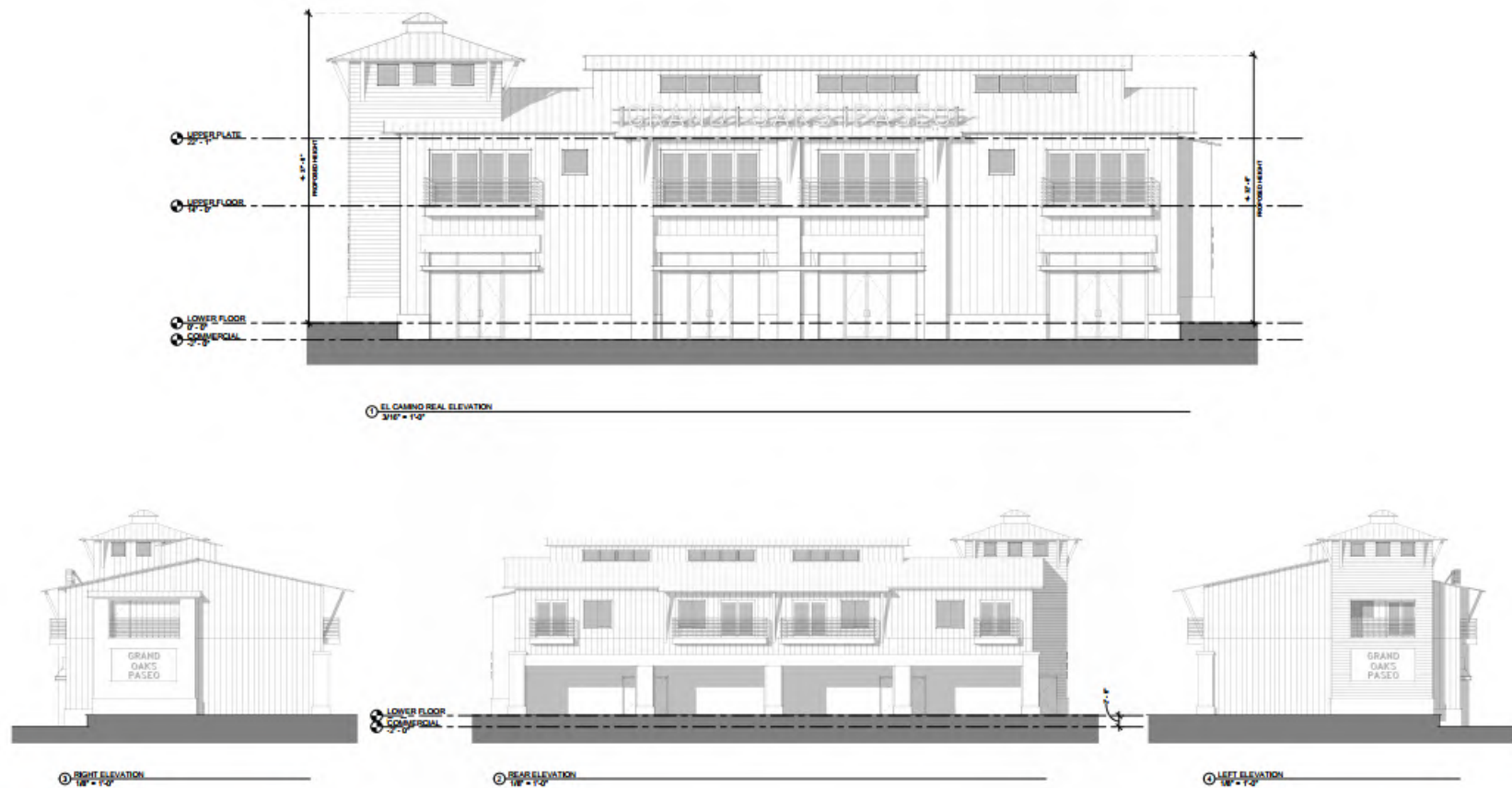
④ Rear Elevation
 1/8" = 1'-0"

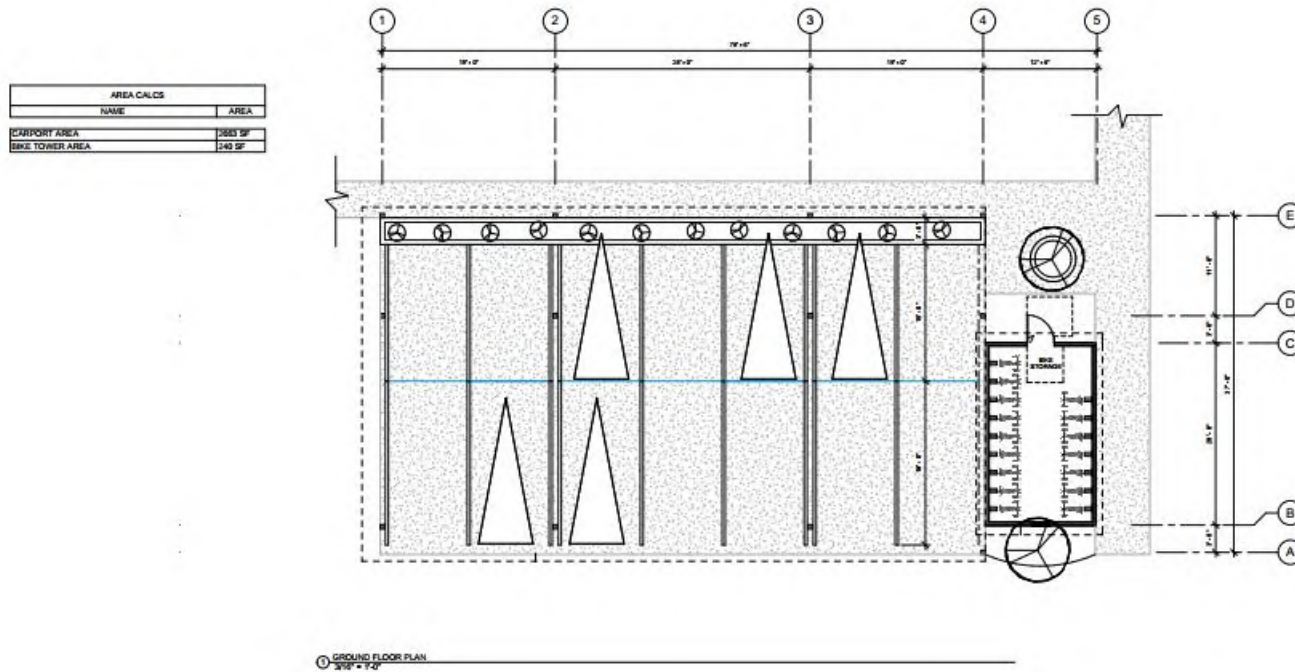


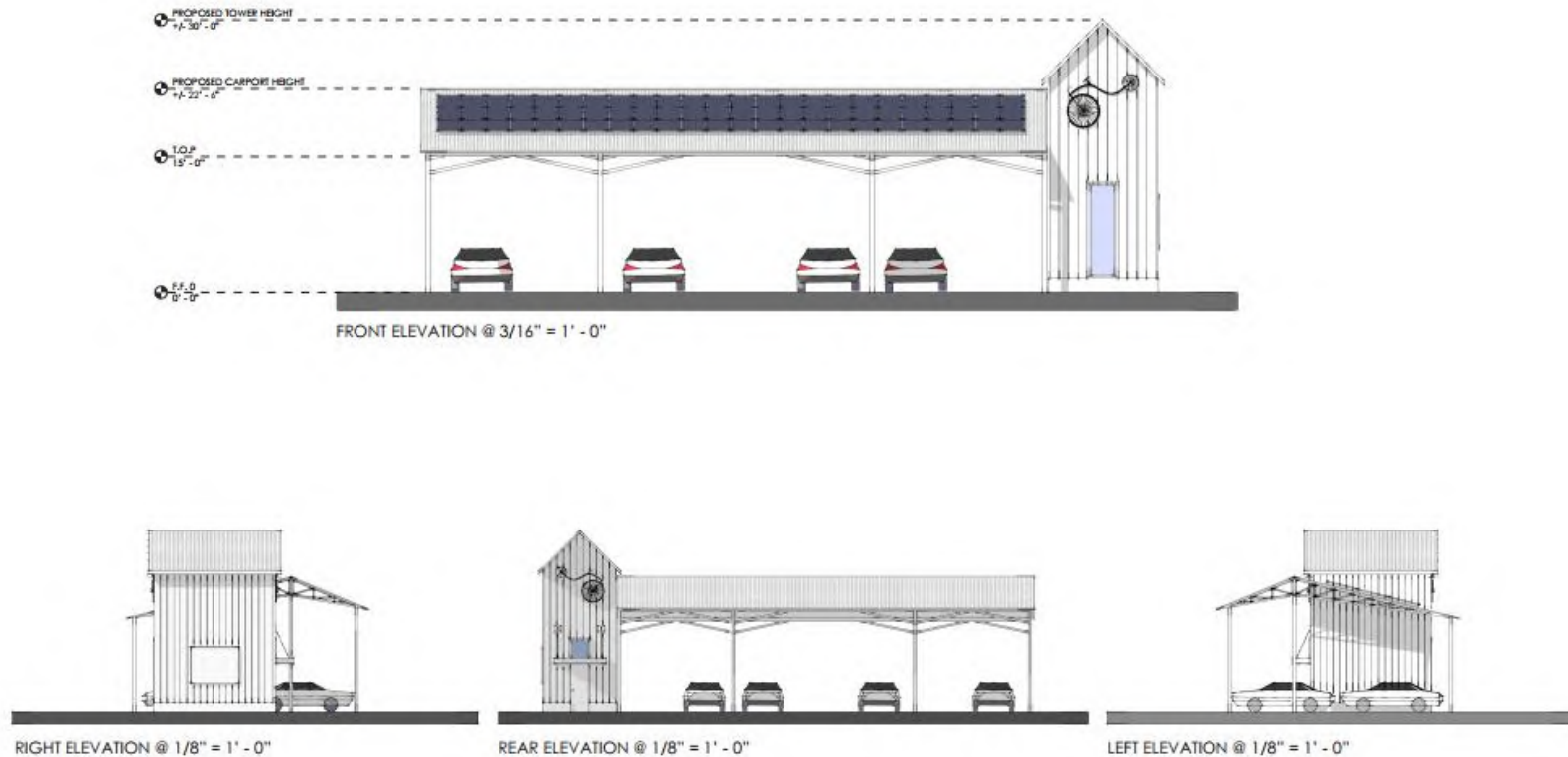
① Main Elevation
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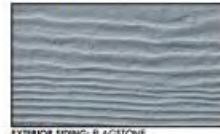
ITEM NUMBER: B-1
DATE: 11/12/19
ATTACHMENT: 2C







SCHEME 1



EXTERIOR SIDING: FLAGSTONE



FRONT DOOR:
KELLY-MOORE - 4510-3 BEAR
HUG



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
WHITE



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALLIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 2



EXTERIOR SIDING: CYPRESS



FRONT DOOR:
KELLY-MOORE - KM526-1 KEY
KEEPER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
GOLDEN AMBER



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALLIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 3



EXTERIOR SIDING: REDWOOD



FRONT DOOR:
KELLY-MOORE - KM4941-2 CITY
DWELLER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
PEWTER GRAY



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALLIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 4



EXTERIOR SIDING: SQUAW



FRONT DOOR:
KELLY-MOORE - KM5429-3 GRILL
MASTER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
CHARCOAL



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALLIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 5



EXTERIOR SIDING: MARGOLD



FRONT DOOR:
KELLY-MOORE - KM4819-5
FOREST FLOOR



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
SLATE



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALLIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

COMMUNITY BUILDING

EXTERIOR WALL



LONGBOARD FACADES: LONGBOARD SIDING,
LIGHT CHERRY OR DARK FR



WINDOW FRAME:
ANDERSEN: BLACK: 100 SERIES



STOREFRONT:
KAWNEER: #29 - BLACK

ROOFING



ROOFING: MCELROY:
SLATE GRAY STANDING SEAM

BASE/WAINSCOT



CONCRETE:
BOARDFORM

LIVE/WORK BUILDING

EXTERIOR WALL



ASP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

LONGBOARD FACADES: LONGBOARD SIDING,
LIGHT CHERRY OR DARK FR

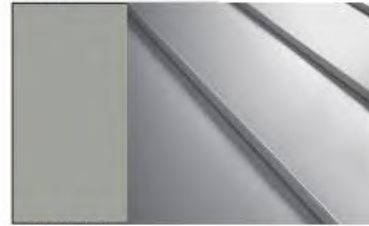


WINDOW FRAME:
ANDERSEN: BLACK: 100 SERIES



STOREFRONT:
KAWNEER: #29 - BLACK

ROOFING



ROOFING: MCELROY:
SLATE GRAY STANDING SEAM

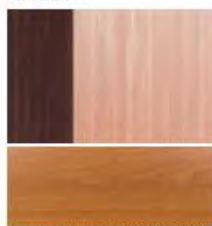
BASE/WAINSCOT



CONCRETE:
BOARDFORM

CARPORT / BIKE TOWER

EXTERIOR WALL



LONGBOARD FACADES: LONGBOARD SIDING,
LIGHT CHERRY OR DARK FR

ROOFING



ASP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

WINDOWS / EXT. FRAME



STRUCTURAL FRAME:
BLACK METAL



STOREFRONT:
KAWNEER: #29 - BLACK

BASE/WAINSCOT



CONCRETE:
BOARDFORM

9-3.672 Establishment of Planned Development Overlay Zone No. 27: (PD27).

Planned Development Overlay Zone No. 27 is established as shown on the Official Zoning Maps (Section 9-1.102). A Planned Development Overlay Zone No. 27 is established on parcel APN 029-271-001 with a combined gross acreage of 1.71 acres. The maximum residential density within the planned development shall not exceed ~~forty (40)~~ thirty (30) residential units, ~~along with eight thousand six hundred sixty four (8,664) square feet of commercial space.~~ The development standards contained within the master plan of development document ~~(CUP 2005-0170)~~, as conditioned, shall be applied to all future development within the project area, and as follows:

- (a) All site development shall require the approval of a master plan of development. All construction and development shall conform to the approved master plan of development, as conditioned.
- (b) The Vesting Tentative Tract Map (~~TTM 2005-0076 TR 3141~~) and any subsequent amendments for the site shall be consistent with ~~CUP 2005-0170~~ the approved master plan of development. All construction and development shall conform to the approved master plan of development, as conditioned.
- (c) No subsequent tentative parcel or tract map shall be approved unless found to be consistent with the approved master plan of development.
- (d) The commercial area, residential dwelling units, landscaping, walls and fencing shall be subject to review under the City's Appearance Review requirements consistent with the approved master plan of development.
- (e) Building setbacks, lot sizes, landscape area, and lot coverage shall be as identified within the approved master plan of development.
- (f) All landscaping shown on the approved landscape plan will be installed by the developer and shall be maintained as approved.
- (g) All utilities, including electric, telephone and cable, along the frontage of, and within the PD and along the project frontages shall be installed and/or relocated underground.
- (h) The property will retain the Commercial Retail zoning district designation. The following allowable uses are proposed for this district within the PD-27 overlay zone for the live/work spaces and community building:

- ~~— (1) Residential multifamily (second floor only);~~
- ~~— (2) Broadcast studios;~~
- ~~— (3) Building materials and hardware (indoor only);~~
- (4 1) Food and beverage retail sales;
- (~~5~~2) Furniture, home furnishings and equipment;
- (~~6~~3) General merchandise stores;
- (~~7~~4) Mail order and vending;
- (~~8~~5) Temporary or seasonal sales;
- (~~9~~6) Financial services;
- ~~— (10) Health care services;~~
- (~~11~~7) Offices;
- ~~— (12) Small scale manufacturing;~~
- (~~13~~8) Temporary offices;

- (149) Personal services;
- (1510) Light repair services;
- (1611) Membership organizations;
- ~~— (17) Horticultural specialties;~~
- ~~— (18) Schools—business and vocational;~~
- (1912) Business support services, where all areas of use are located within a building;
- ~~— (20) Farm equipment and supplies (indoor only);~~
- ~~— (21) Funeral services;~~
- ~~— (22) Schools;~~
- ~~— (23) Utility service center;~~
- (2413) Libraries and museums;
- (2514) Temporary events.
- (15) Tasting Room
- (16) Artisan Foods and Products
- (17) Small Family Day Care
- (18) Research and development
- (19) Printing and Publishing

(i) The conditional uses will be ~~consistent with those listed for the underlying Commercial Retail Zone~~ as follows:

- (1) Public Assembly and Entertainment
- (2) Microbrewery/Brewpub
- (3) Schools—business and vocational;
- (4) Schools;

~~(j) All residential and commercial uses shall be consistent with the requirements of the underlying zoning district except as allowed by the master plan of development. No open parking spaces shall be reserved for any commercial or residential tenant with the exception of the tandem spaces.~~

~~(k) The common lot shall be maintained as a common use parcel for all residential tenants. No fencing or other barrier shall be constructed which hinders pedestrian access to each residential lot or which limits the ability for a residential owner to provide basic utility services to their property.~~

(kl) All trees shown to be protected on the approved master plan of development shall be maintained. Any future tree removal shall require approval per the requirements set forth in the Atascadero Native Tree Ordinance.



Contact:

Jack Phelan, PhD
Jeff Landon
Ted Lawton

Address:

242 El Dorado Way
Pismo Beach, CA 93449

Regarding: Grand Oaks Paseo – Project Narrative
Date: November 5, 2019

Grand Oaks Paseo

A Mixed Use Residential Live/Work Community

4711 El Camino Real, Atascadero, CA

PROJECT DESCRIPTION:

The proposed Project is a mixed-use residential community which includes 26 detached single-family residential units, 4 live-work units, and an approximately 1900 square foot community building. Located along El Camino Real, the live work units will front the street with a ground floor office space and will create an urban streetscape interface along the El Camino Real Corridor.

The proposed project is intended to provide 100% of the units as moderate priced (or below) “for-sale” housing by design and includes a tentative tract map of 32 lots (26 single family lots, four (4) Live-work mixed use lots, one (1) commercial parcel and one (1) common area parcel).

The Project design strives to preserve the heritage oaks on the property and create an agrarian and colonial cottage character that aligns with Atascadero’s history. The site design includes the central open space area for community activities and opportunities for the residents to engage socially.

Project Summary: The following table includes the detailed summary of the project

PROJECT ADDRESS:	4711 El Camino Real	Atascadero, CA	APN	029-271-001
PROJECT PLANNER	Kelly Gleason, Senior Planner	(805) 470-3448	kgleason@atascadero.org	
APPLICANT	Ted Lawton, Cal Coastal Holdings, LLC			
PROPERTY OWNER	John Williams, The Acacias Development, LLC			
GENERAL PLAN DESIGNATION:	ZONING DISTRICT:	SITE AREA	EXISTING USE	PROPOSED USE
Residential Multi-family (RMF), General Commercial (GC)	Residential Multi-Family (RMF-20), Commercial (CR), PD-27 (Planned Development #27)	1.71 acres	Vacant infill site previously commercial and residential	Mixed-use Planned Development moderate priced (26 single family detached Residential units with community building and 4 Commercial/ Residential Live/Work residences)

Project History

The “Grand Oaks Paseo” Mixed-use Planned Development project site was approved by the City Council as Planned Development #27 in 2008. The project was approved for a mixed-use residential project. It was not constructed. The approved project includes the following components:

- multi-family condo units (40)
- 8,000 square-feet of commercial

The proposed Project includes the following modifications to the previous planned development approval: a decrease in total density from 40 condo units to 26 detached “cottage sized” single family residential units, a 1900 sf community building, and 4 Live-work units with approximately 2200 sf of commercial office space. The Project also includes a carport/bike parking structure which will support community solar panels.

Project Objective

The core project objective is to provide moderately priced “for sale” housing (rather than apartment rental housing options) by design to allow for attainable home ownership as a benefit to the residents and community of Atascadero. Because the Project is designed to be moderately priced, the project effectively complies with the State Density bonus law. Certain benefits are afforded projects which include at least 10% of the units as moderately priced units. By design Grand Oaks Paseo exceeds this minimum. This will require specific exceptions to development standards such as lot sizes, setbacks, parking standards, etc. Hence the proposal is to amend the previously approved site-

specific Planned Development (PD #27.) The Planned Development Overlay allows for deviation in the City's standards for setbacks, heights, parking, etc. in exchange for project benefits that have been established by the City Council. The project strives to both meet a specific housing need without cumbersome financial subsidies, deed restrictions, etc. and achieve a thoughtful mid-block commercial component along the El Camino Real corridor.

Project Concept

The proposed site plan is the result of an intentional effort to work with the natural site terrain, preserve the Heritage Oaks and to create a sense of place and community within the context of the General Plan and Zoning for the site which calls for a mixed-use community, by integrating the commercial – residential in such a way that Grand Oaks Paseo becomes a destination where residents experience a strong sense of community artfully integrated into the El Camino Real commercial corridor. The project's commercial live-work units on the El Camino Real commercial corridor are part of the *Grand Oaks Paseo* community. Also proposed is a community building (approximately 1900 sf) that is situated on the site to visually integrate with the commercial street frontage along the corridor. Within the interior of the community there are shared amenities and common space such as walking paths, community gardens, fire-pits, bocci court, BBQ and picnic areas with shade covered decks and seating areas for gathering and relaxation.

The Project also strives toward sustainability with the provision of covered parking with solar panels, on site storm water retention and other site development features such as drought tolerant landscape and permeable surfaces.

Mid-Block Commercial

Recognizing the limited viability for mid-block retail commercial uses along this reach of the El Camino Real corridor, the commercial component of this project provides 4 live-work spaces for the City of Atascadero and a community building that will serve to economically benefit the residents and their guests at the Grand Oaks Paseo development. The live-work space is a modernized concept of the individual professional work space attached to owner/operator living quarters. Live-work is designed to provide an efficient workspace for small business and individual owner operators, while reducing the combined monthly cost of living and workspace rents/ownership. The workspace portion of the live-work units fronts El Camino Real and the living space is located above the workspace.

The Grand Oaks Paseo Live Work commercial space is located both mid-block and at the northern end of the El Camino Real corridor and could potentially prove difficult to lease to local retail/restaurant businesses. The live-work component of this project both integrates the commercial component into the overall community and sets up a well-positioned opportunity for successful office use.

The 4 live-work units provide approximately 4,000 SF of living space and 2,200 SF of office space. These 4 units will benefit the community as they reduce the necessity to commute, provide savings to operator which produces more economically viable business, reduction of commercial space vacancy, and provides attainable housing. Live-work units provide a clear differentiation between work area and living area unlike home offices and provides a clear commercial frontage to El Camino Real.

In addition, along the El Camino Real frontage there is an approximately 1900 SF community building managed by the homeowners association to provide scheduled programming activities which may include live music, art shows, poetry readings, crafts, classes, workshops etc. for the residents and their guests.

Affordable Housing

Grand Oaks Paseo project will provide an affordable home ownership opportunity and solution that meets state and county affordable housing standards for moderate priced “for sale” housing while also creating a highly desirable community focused on sustainability and quality of living. As noted above, the Project is designed to be 100% moderately priced “for sale” housing. As a result, the project effectively complies with the State Density bonus law. Under this law, certain benefits are afforded projects which include a minimum of 10% of the units as moderately priced units. By design Grand Oaks Paseo exceeds this minimum.

Achieving an affordable design solution is accomplished by providing an alternative housing product to today’s common affordable housing solutions. This means that each component of the project is designed to be affordable and provide attainable “work force” housing to compete with market rate prices while fostering local economic benefits of home ownership. This is in contrast to today’s common affordable housing solution which is typically met with affordable apartment developments which are often owned by out of town operators/companies. The out of town apartment operator drains the equity from both the local economy and the working-class resident who must deal with the stress of providing for his/her family in this high cost rental market and must compete with constant force of inflationary housing cost.

The main economic driving force impacting the affordability of housing on the Central Coast is the availability and type of housing which drives up the overall cost of housing in comparison to the average working adults proportionate individual take home pay. This cost is exceeding approximately 60% to 70% of residents' current wages, which exceeds the national average by more than a factor of 8 according to a recent study provided by the Joint Center of Housing Studies research center at Harvard University which has completed a comprehensive price to income ratio analysis.

The proposed Project’s preliminary sales price per unit is at or below the current May 6 2019 county affordable housing standards. This is illustrated in the chart below:

Affordable Housing Standards (SLO May 6th,2019)		Grand Oaks Paseo - Sales Prices			
Unit Size (Bedrooms)	Moderate Income	1bed/1bth (475 SF)	2bd/2bth (713 SF)	3bd/2bth (827 SF)	Live/Work 2bd/2bth (1,500 SF)
Studio	\$ 280,000.00				
1	\$ 323,000.00	\$275,000.00			
2	\$ 366,000.00		\$335,000.00		\$365,000.00
3	\$ 409,000.00			\$375,000.00	
4	\$ 444,000.00				

Site Plan and Parking

The proposed project is designed to meet the state's moderate-income housing index with all the units. Therefore, the project complies with the State Density bonus provisions which set specific parking requirements for projects providing 10% or more of moderate priced units. The project is in compliance with current state parking requirements as part of the PD approval. These include the following:

One Bedroom Unit – 1 parking stall
Two to Three Bedroom Unit – 2 parking stalls

As such, the project will accept the 10% moderate income housing requirement and will strive to provide moderate income pricing for ALL units

Landscaping

The Grand Oaks Paseo strives to enhance the character and quality of the development by creating a landscape that respects the climate and natural features of the site. Drought tolerant landscaping and Mediterranean plant species will enhance landscape and respect the nature of oak woodland habitat. Common open space areas, including the space adjacent to the Community building, preserve the existing heritage oak trees and focus community gathering and engagement under the large canopies. Typical private yards for the single family cottages are very limited with the reduced lot and home sizes, therefore, the central community gathering areas promote social engagement and interaction which are important key principles in creating a sense of place and established community pride. The common open space area includes shared amenities, such as community gardens along walking paths, fire pits, BBQ and picnic areas on raised decks under the oak trees, and seating areas. The natural slope of the site provides an opportunity for a hill slide and bouldering area for kids and adults to stop and play. The common area plaza adjacent to the Community building provides a shared community space for residents and their guests to enjoy the multi-use community building and flexible use space outside under a large oak tree canopy. A raised deck provides the opportunity for community engagement and respite under the shade and overlook onto the plaza below. Each cottage will include a planter box for

growing fresh produce in addition to communal planter boxes. Sharing produce, cut flowers, and ownership of these beds will enhance the social equity and sense of community important to the Grand Oaks Paseo neighborhood. The perimeter of the project landscaping will provide vines and columnar shrubs to help screen and soften the edges adjacent to fences and retaining walls.

Mural

The neighboring commercial building to the south of the project lies on the property line, creating a large wall that could be difficult to screen. The Grand Oaks Paseo concept is to turn this wall into an opportunity, creating a beautiful mural the community can be proud of. It is the intent of the project proponents to engage the adjoining building/property owner to collaborate on this opportunity, securing their approval. This mural provides the opportunity for community engagement and an art piece to celebrate the Atascadero community history, the heritage oak trees, and the regions cultural history.

HOA/CCR's

The onsite common areas including the green spaces, pathways, decks, community building, gardens, firepits, streets, and street lighting shall be maintained by the residential Homeowners Association (HOA). The proposed HOA monthly fees are to be set as low as possible to minimize the residence overall cost of housing and will be well below the national average. The HOA will also allow an opportunity for the residents to participate in the monthly care and maintenance sharing program for the common areas to reduce their individual monthly HOA payments.

The community Covenants, Conditions and Restrictions (CCRs) will focus on providing for a safe, clean, intentional community centered around home ownership with the goal of maintaining owner occupied housing while enhancing the community's property value and overall quality of life. The CCRs will require that the purchase, sale, and transfer of any residential properties to be owner occupied.

For further questions and comments please feel free to contact our team at: ted@calcoastalslo.com, cell: 415.987.6928.

Respectfully,

Ted Lawton
Managing Partner

Cal Coastal Properties, INC
Cal Coastal Holding, LLC

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Email: Dave@AceCertifiedTreeCare.com • Web: <http://acecertifiedtreecare.com>



09-02-19

Cal Coast Properties, Inc.
242 El Dorado Wy.
Pismo Beach, CA 93449

805-215-2703 cell

jack@calcoastalslo.com

Ted@calcoastalslo.com

Certified Arborist's Report

This report is to give information about the Mature Oak Trees on the project relating to their place in the future of the development project. Some questions to be answered are whether they are healthy enough to remain in the project and whether they will be structurally sound enough to remain with the risk of breakage or failure at an acceptable level for the developer and the future residents.

Subject description and health comments:

4711 El Camino Real, Atascadero, CA

I came to the site to assess these trees for the first time on May 25th of 2019 and again on August 30th 2019. There are 5 Coast Live Oaks in various sizes which will be identified and numbered as part of this report. Each will be given size numbers, the first of which being the size of the trunk in inches at breast height, followed by the spread of the foliage crown in feet, and finally a number describing the fullness of the leaf crown in a percentage. To give an example, a leaf crown that would let almost no light through to the soil underneath with the sun overhead would be given a value of 100%.

#1- 20/50/80-Has a leaning trunk and carries its crown weight on one side of the tree. These are concerns that need to be addressed.

#2-32/120/80-Healthy tree, no major concerns.

#3-31/70/90-Same

#4-44/140/75-Carries its crown weight on one side of the tree.

#5-54/120/65-Needs weight reduction and cabling.

Each of these Oaks show signs of drought stress and beetle attacks from prior years. Insect problems observed including boring beetles and leaf chewing or sucking insects were minimal as of this assessment.

Future health outlook, importance to the development and community.

Most of the Oaks are apparently in fair to good health and have a good chance to survive the effects of construction. They will need to have their care and maintenance budgeted and financed before, during and at after construction. They will receive the most effective care by a Certified Arborist or other credentialed expert using sound arboricultural principles in order to help them meet the challenges of withstanding the effects of construction while staying as healthy as possible. These expenses will be necessary to help insure against the chance of unexpected costs of treating for disease, removing trees due to death of a tree or other failure, and to prevent damage to infrastructure and hardscape. The result of proper tree care related to development is the retention of and many times increase in property values for the developer, the resident and neighborhood and the entire neighborhood.

Maintenance costs for monitoring, root and crown pruning and other tree health activities after construction is complete are estimated at about \$ 1,000.00 per tree per year for the first 2 years after construction and about \$ 800.00 per tree per year for the following 8 years, depending on yearly precipitation, and rate of growth and health. These cost estimates can be adjusted for inflation to create estimates for each successive decade.

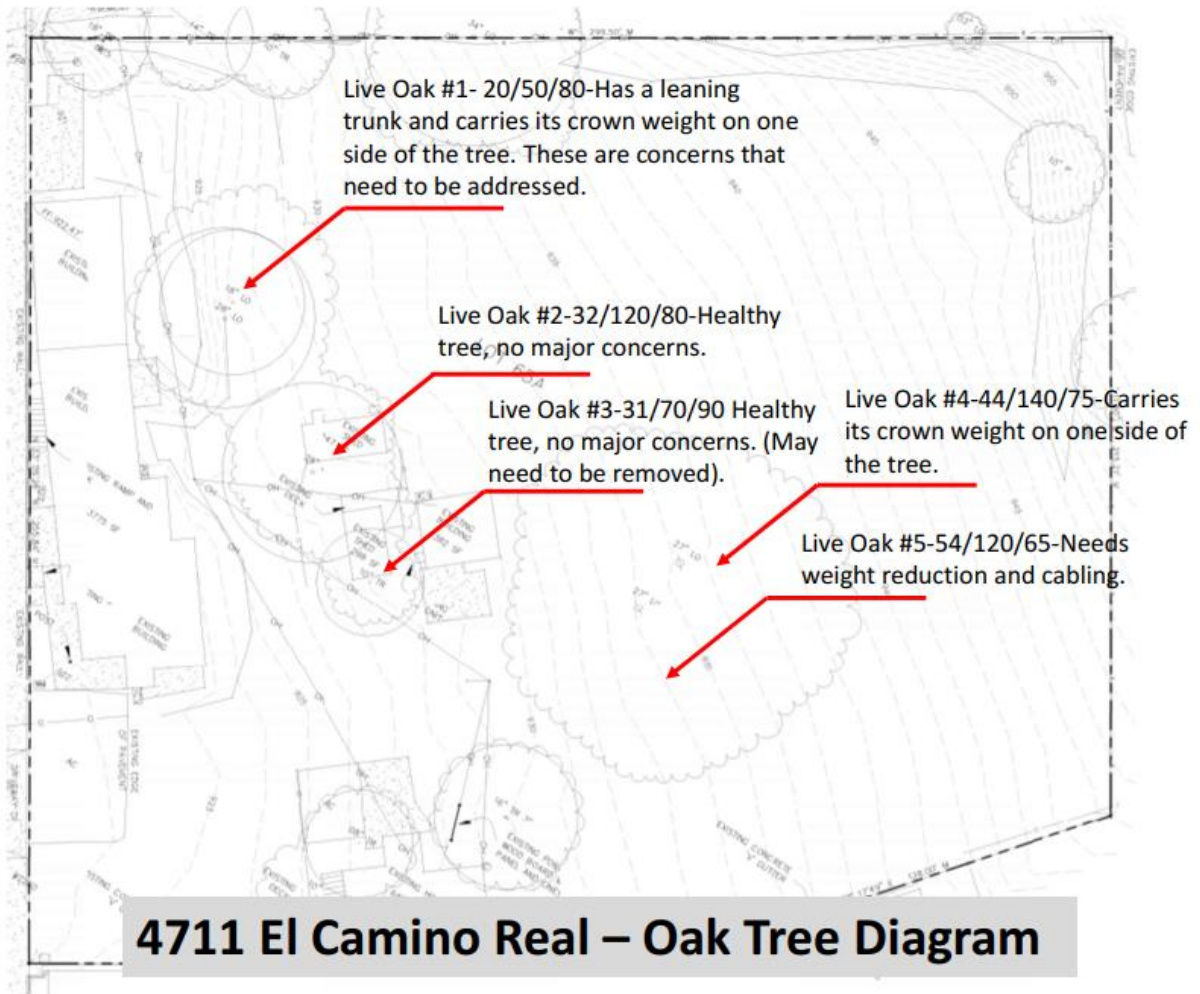
Conclusion: All of the trees will need proper pruning and other care to allow for the best chance to withstand the challenges of development that will take place around them. These Oaks have the potential to last many decades to provide quality of life benefits such as cooling the areas around them, providing wildlife habitat, overall beauty and the sense of well-being that trees always provide, along with many other benefits that people take for granted.



Trees #1-3. The tree on the left has two trunks growing next to each other.



Trees # 4 and 5.





September 2, 2019

Jack Phelan
Email Transmittal

Phase II Evaluation of CA-SLO-2425 located at 4711 El Camino Real in Atascadero, California.

Dear Mr. Phelan:

This letter is intended to document that Albion Environmental, Inc. (Albion) is under contract to conduct a Phase II cultural resource evaluation of CA-SLO-2425 within the parcel located at 4711 El Camino Real, Atascadero, (APN 029-271-001) where the owner plans to construct 26 detached one- and two-story single-family micro homes and a two-story mixed-use/multi-family building, as well as eight condos/stacked flats and eight tuck-under parking stalls. Since the project requires permits from the County of San Luis Obispo, the project is subject to Environmental Review under the California Environmental Quality Act (CEQA) and therefore an archaeological study is required prior to completion of your application for permits.

A recent Phase I surface survey conducted by CCARC, produced positive results and identified a previously recorded archaeological site, CA-SLO-2425. CA-SLO-2425 was recorded in 2005, as a precolonial midden, including flakes and burned mammal bone. Previous archaeologists conducted an Extended Phase I study of the Project Area, producing positive results from the excavation of one shovel test probe and recommended a Phase II subsurface investigation of the site within the Project Area. CCARC recommended additional archaeological studies to better ascertain the nature of the archaeological deposit and to determine its appropriate treatment under CEQA.

In August, Albion conducted a Phase II subsurface investigation within the Project Area. The purpose of the proposed Phase II study is to evaluate if CA-SLO-2425 is eligible for inclusion in the California Register of Historical Resources (CRHR) as it manifests within Project Area. Albion's evaluation study includes 1) an investigation of the subsurface archaeological deposit within the subject parcel to assess site integrity, 2) laboratory analysis of artifacts to assess the site's eligibility for inclusion in the CRHR, and 3) an assessment of impacts to the site from the proposed construction project. Albion has completed all fieldwork associated with the Phase II evaluation. The excavations recovered materials associated with the early to post-mid 20th century use of the property. Laboratory analysis, background research, field methods, results, and eligibility recommendations are being compiled into a technical report.

In summary, within the current Project Area the deposit at CA-SLO-2454 does not contain a discrete temporal component, and it appears to have no or very limited depositional integrity, which are important factors related to its significance under CEQA guidelines. Albion's study revealed a highly disturbed archaeological deposit consisting of early to mid-20th century refuse mixed with modern

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Santa Cruz, CA 95062

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(805) 592-2222 San Luis Obispo

albionenvironmental.com

debris. It is Albion's judgement that this small and disturbed American Period deposit does not provide data pertaining to local/regional research questions and therefore CA-SLO-2425 within the Project has not yielded, or is not likely to yield, information important in prehistory or history. For these reasons, it is Albion's recommendation that the portion of CA-SLO-2425 within the proposed Project Area is considered not eligible for listing in the CRHR under criterion D. Therefore, no additional archaeological studies are recommended.

Based on these findings, it is Albion's judgment that the development of 4711 El Camino Real will not cause an adverse effect to a historical resource, and no further archaeological study is recommended. However, since the subject parcel is located within a known archaeological site, there is still potential for intact archaeological deposits or important archaeological features to exist within and near CA-SLO-2425. Therefore, it is Albion's judgement that a project specific Archaeological Monitoring Plan should be developed and implemented to help guide the development Project should any significant archaeological deposits be uncovered during construction. Moreover, it is Albion's judgement that a qualified archaeologist monitor all initial ground-disturbing activities associated with the development project in a manner outlined in the Archaeology Monitoring Plan.

Please contact me at (805) 592-2222 if you have any questions or need any additional information.

Sincerely,



Reilly Murphy, MA, RPA
Principal
Albion Environmental, Inc.
3563 Sueldo Street, Suite P
San Luis Obispo, CA 93401
RMurphy@AlbionEnvironmental.com

PROJECT STYLE / DESIGN INTENT

Whether it is seeing the first-time buyers in the Grand Oaks Paseo micro community enjoying the central green in the shade of the grand oak or working in the community garden, the project vision is to create a live/work mixed-use, micro home community in the City of Atascadero, CA. The project style is designed to inspire to colonial-cottage style influences for the residential micro units while the commercial live work mixed-use building and community building fronting along El Camino Real is styled in a contemporary agrarian vernacular.



DWELLING UNIT & PARKING SUMMARY

(26) SFR MICRO UNITS AND COMMUNITY BLDG.
MIN. REQ.: 1 STALL PER ONE BEDROOM, 2 STALLS PER 2 OR 3 BEDROOM.

REQUIRED: 52 SPACES
PROPOSED: 58 SPACES

(4) LIVE/WORK UNITS (COMMERCIAL OFFICE + RESIDENCE)
MIN. REQ.: 1 STALL PER 400 SF OF FLOOR AREA; COMMERCIAL OFFICE
MIN. REQ.: 2 STALLS PER 2 BEDROOM DWELLING UNIT

REQUIRED: 4 SPACES FOR COMMERCIAL OFFICE
(+/- 1,520 SF COMMERCIAL/400) PLUS 8 SPACES FOR LIVE WORK
RESIDENCES (2 PER UNIT) = 12 SPACES
PROPOSED: = 12 SPACES (INCLUSIVE OF ONE ADA COMPLIANT STALL)

TOTAL ON-SITE PARKING REQUIRED: 64
TOTAL ON-SITE PARKING PROVIDED: 70

TOTAL DENSITY UNITS ALLOWED: 36
TOTAL DENSITY UNITS PROVIDE: 30

NOTE: PER STATE CODE SECTION, ON-SITE SPACES MAY BE PROVIDED THROUGH TANDEM OR UNCOVERED PARKING, BUT NOT ON-STREET PARKING. REQUESTING THESE PARKING STANDARDS DOES NOT COUNT AS AN INCENTIVE OR CONCESSION.

PROJECT DESCRIPTION

The proposed project is a mixed-use residential community which includes 26 detached single-family residential units, 4 live-work units, and a community building. Located along El Camino Real, the live work units will front the street with a ground floor office space and will create an urban streetscape interface along the El Camino Real Corridor. The proposed project is intended to provide a minimum 10% of the units as moderate priced "for-sale" housing by design and includes a tentative tract map of 32 lots (26 single family lots, four (4) Live-work mixed use lots, one (1) commercial parcel and one (1) common area parcel). The Project design strives to preserve the heritage oaks on the property and create an agrarian and colonial cottage character that aligns with Atascadero's history. The site design includes the central open space area for community activities and opportunities for the residents to engage socially

PROJECT STATISTICS

PROJECT ADDRESS:	4711 EL CAMINO REAL ATASCADERO, CA 93422
APN:	029-271-001
LOT AREA:	1.71 ACRES (74,055 SF)
GENERAL PLAN DESIGNATIONS:	GENERAL COMMERCIAL (FRONT OF PROPERTY) HIGH DENSITY RESIDENTIAL (BACK OF PROPERTY)
ZONING:	COMMERCIAL RETAIL (CR) - 0.79 ACRES (FRONT OF PROPERTY) RESIDENTIAL MULTI-FAMILY (RMF-20) - 0.92 ACRES (BACK OF PROPERTY) PLANNED DEVELOPMENT OVERLAY ZONE NO.27 (PD27)
AFFORDABLE DENSITY PROPOSED GOV. CODE 65915 (d)(A)	10% MODERATE-INCOME UNITS
NUMBER OF DEVELOPER INCENTIVES OR CONCESSIONS: ONE ALLOWED GOV. CODE 65915 (p)(1)	THE INCENTIVE OR CONCESSION PROPOSED TBD IN COORDINATION WITH CITY STAFF PROJECT ZONING REVIEW. TYPE OF INCENTIVE OR CONCESSION ANTICIPATED ARE REDUCTION IN SITE DEVELOPMENT STANDARDS SUCH AS MIN. LOT SIZE OR A MODIFICATION OF ZONING OR ARCHITECTURAL DESIGN REQUIREMENTS, SUCH AS A REDUCTION IN SETBACK OR ALLOWABLE BUILDING HEIGHT REQUIREMENT S
CURRENT USE:	VACANT LOT
ADJACENT USE:	COMMERCIAL RETAIL, CHURCH, AUTO DETAILING/SALES, SINGLE-FAMILY RESIDENTIAL
MIN. LANDSCAPE COVERAGE REQUIRED:	25% FOR MULTIFAMILY ZONES AND 10% FOR COMMERCIAL ZONES
MAX. LOT COVERAGE ALLOWED:	50%
SITE AVERAGE SLOPE:	9.6%
ALLOWABLE DENSITY (TITLE 9-3.252):	1.71 ACRES X 20 UNITS = 34 UNITS
DENSITY BONUS (TITLE 9-3.803):	10% MODERATE-INCOME UNITS = 5% DENSITY BONUS (34 UNITS X 105% = 36 UNITS)
MAX. ALLOWABLE BUILDING HEIGHT (TITLE 9-4.113):	(CR) 35-FEET, (RMF) 30-FEET (2-STORY MAX.)
MAX. ALLOWABLE LOT COVERAGE (TITLE 9-3.262):	(RMF) 50%
PROPOSED MIN. DISTANCE BETWEEN RESIDENTIAL BUILDINGS	6- FEET (SHALL COMPLY WITH CALIF. RES. CODE MIN. STANDARDS)
PROPOSED MIN. DISTANCE BETWEEN COMMERCIAL BUILDINGS	10- FEET (SHALL COMPLY WITH CALIF. BLDG. CODE MIN. STANDARDS)
PROPOSED EL CAMINO REAL SETBACK	0- FEET (ENCROACHMENT OF OVERHEAD CANOPIES ALONG EL CAMINOR REAL WITH CITY APPROVAL)
PROPOSED YARD SETBACK ALONG NEIGHBORING PROPERTIES	5- FEET (SHALL COMPLY WIHT CRC & CBC MIN. STANDARDS)
PARKING REQUIRED:	1 ON-SITE PARKING SPACE FOR STUDIO AND ONE-BEDROOM UNITS; 2 ON-SITE PARKING SPACES FOR TWO AND THREE-BEDROOM UNITS; INCLUSIVE OF HANDICAPPED AND GUEST PARKING. SEE ADJACENT PARKING SUMMARY
BICYCLE PARKING PROVIDED:	SHORT-TERM BICYCLE PARKING (1 RACK WITH APPROX. 5 BICYCLES) LONG-TERM BICYCLE TOWER (APPROX. 30 BICYCLES)

ITEM NUMBER: B-1
DATE: 11/12/19
ATTACHMENT: 7

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LANDSCAPE SITE INSPIRATION	T5
LANDSCAPE SITE INSPIRATION	T6
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MICRO-UNIT B2	A2.3
MICRO-UNIT C	A2.4
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MICRO-UNIT D2	A2.6
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	A7.3

TOTAL SHEETS: 32

PROJECT TEAM

CLIENT:	CAL COASTAL PROPERTIES ADDRESS: 242 EL DORADO WAY SHELL BEACH, CA. 93449 CONTACT: TED LAWTON EMAIL: TED@CALCOASTALSLO.COM PHONE: 415.987.6928
ARCHITECT:	RRM DESIGN GROUP ADDRESS: 3765 S. HIGUERA, SUITE 102 SAN LUIS OBISPO, CA 93401 CONTACT: EDDIE HERRERA EMAIL: EMHERRERA@RRMDDESIGN.COM PHONE: 805.543.1794
CIVIL ENGINEER:	WALSH ENGINEERING ADDRESS: 1108 GARDEN ST., STE 202-204 SAN LUIS OBISPO, CA 93401 CONTACT: MATT WALSH EMAIL: MATT@WALSHENGINEERING.NET PHONE: 805 319-4948 X101
LANDSCAPE ARCH:	RRM DESIGN GROUP ADDRESS: 3765 S. HIGUERA, SUITE 102 SAN LUIS OBISPO, CA 93401 CONTACT: LANCE WIERSCHEM EMAIL: LDWIERSCHEM@RRMDDESIGN.COM PHONE: 805.543.1794



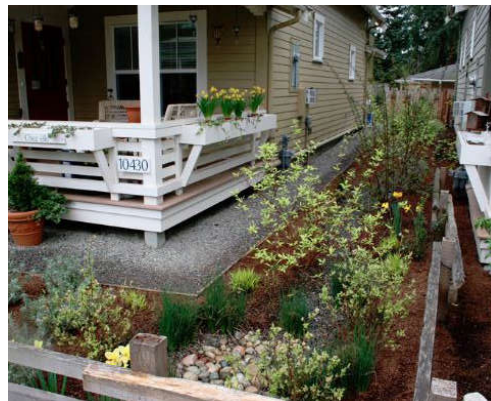
GRAND OAKS PASEO

4711 EL CAMINO REAL, ATASCADERO, CA. 93422

TITLE SHEET

T1

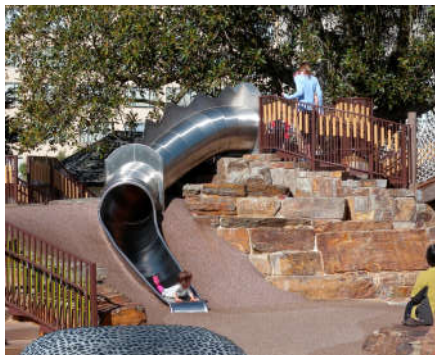
1627-01-LP19 SEPTEMBER 04, 2019 DRC REVIEW STUDY



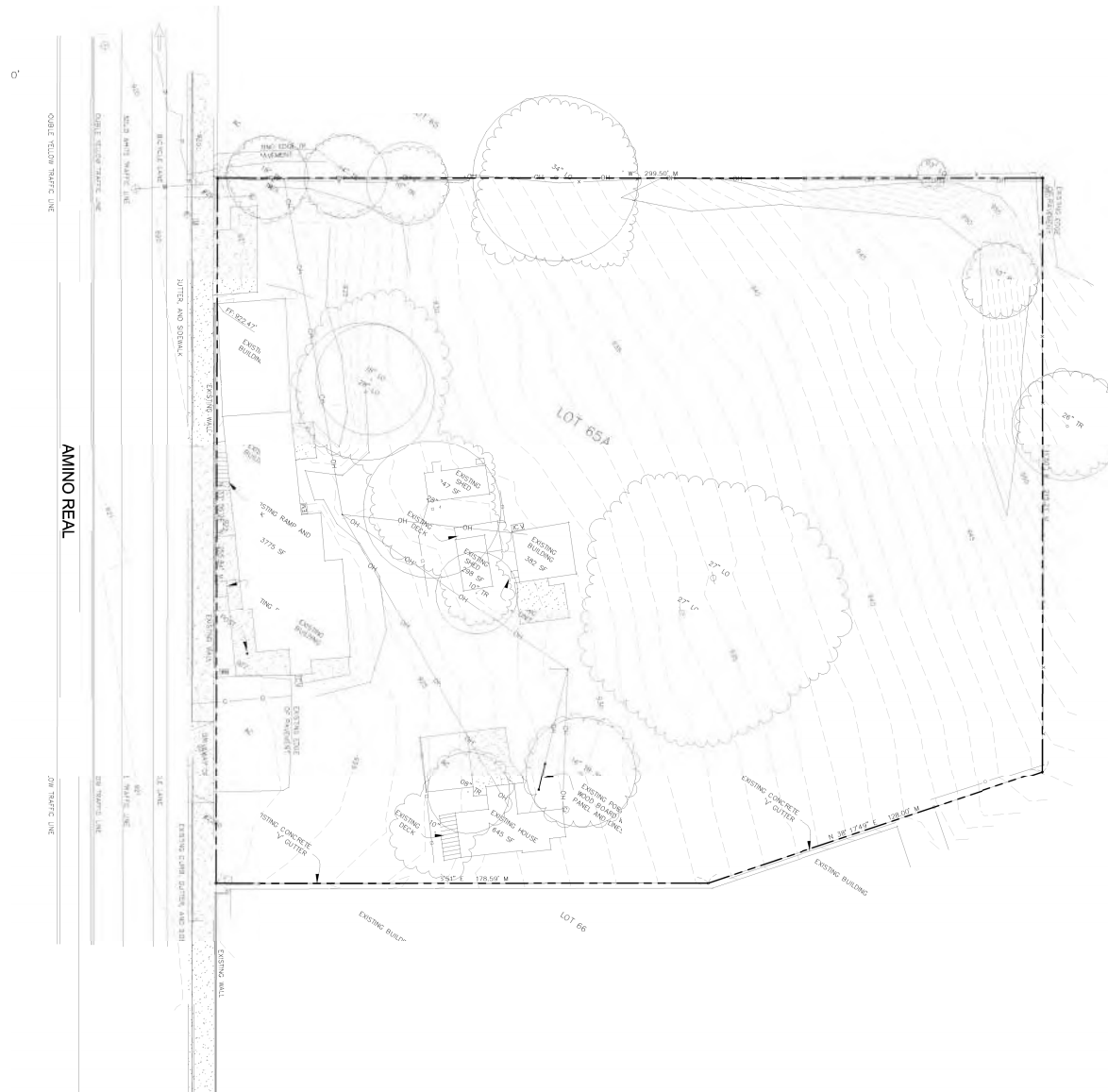


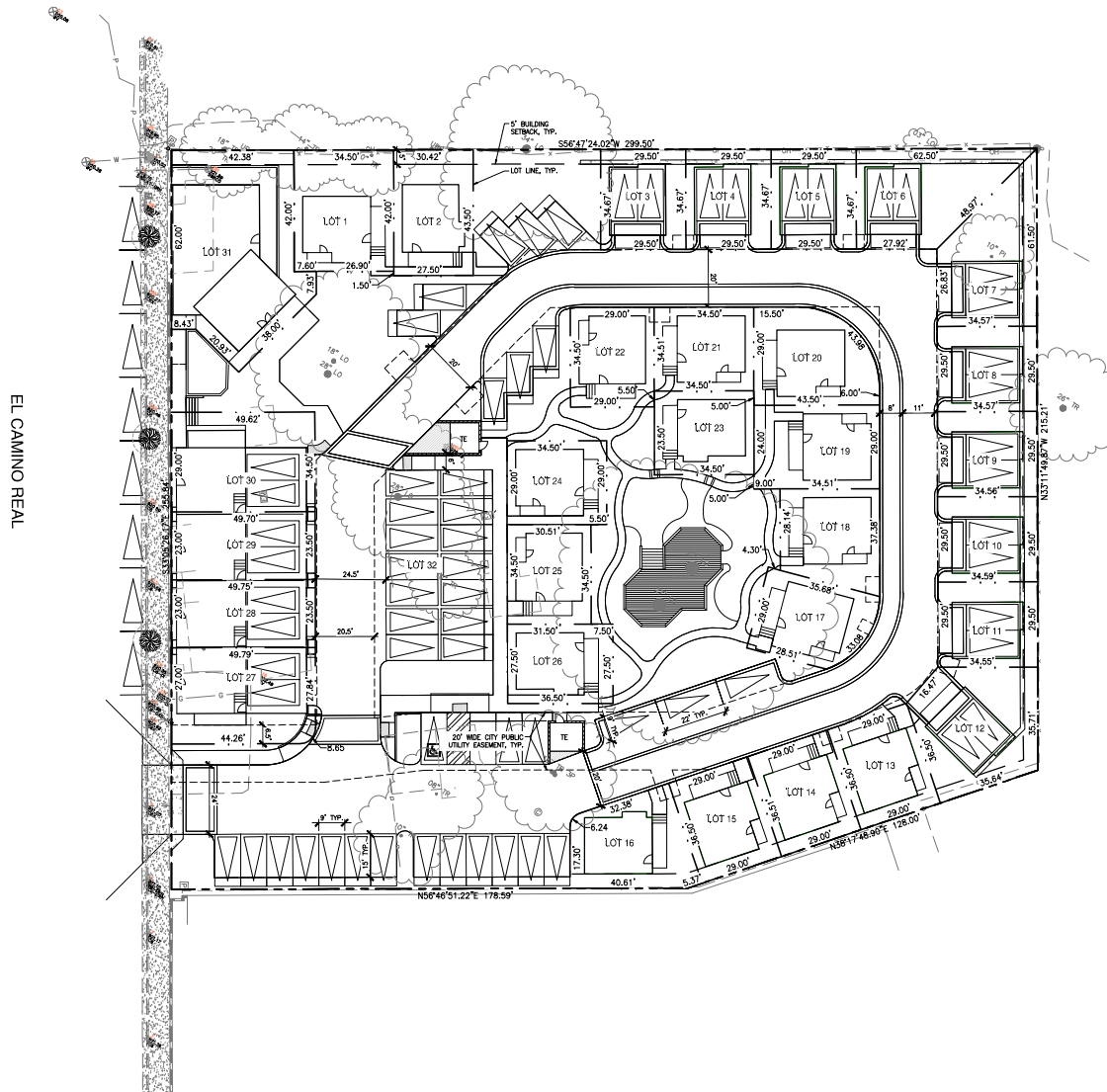












DEVELOPER INFORMATION

TED LANTON | JEFF LONDON
 CAL COASTAL PROPERTIES
 CA BRE: 0182877 | CA GC: 194293
 CELL: 415.987.6508 | OFFICE: 805.342.6203
 EMAIL: TED@CALCOASTALPROPERTIES.COM | WWW.CALCOASTALPROPERTIES.COM

PARCEL INFORMATION

ADDRESS: 4711 EL CAMINO REAL, ATASCADERO, CA 93422
 APN: 029-271-001
 SIZE: 7.655 SF = 1.70 ACRES
 AVERAGE SLOPE: 9.6%

LOT SUMMARY:

- 1-26: SINGLE FAMILY RESIDENTIAL
 MIN. LOT SIZE = 850 SF±
- 27-30: LIVE/WORK
 MIN. LOT SIZE = 950 SF±
- 31: COMMERCIAL
 LOT SIZE = 2300 SF±
- 32: COMMON LOT FOR FIRE ACCESS, PARKING, OPEN SPACE, DRAINAGE AND UTILITIES

SHEET INDEX

- VTTM1.0 - VESTING TENTATIVE TRACT MAP
- VTTM2.0 - GRADING AND DRAINAGE PLAN
- VTTM3.0 - SITE CROSS SECTIONS
- VTTM3.1 - SITE CROSS SECTIONS
- VTTM4.0 - UTILITY PLAN

- REVISIONS:
- 1 1/24/18 INITIAL SITE PLAN
 - 2 2/21/19 SITE PLAN REVISIONS
 - 3 6/25/19 DRC REVIEW SITE PLAN SET
 - 4 8/21/19 DRC SET - NEW SITE PLAN
 - 5 8/14/19 CITY REVIEW REVISIONS

WALSH ENGINEERING
 WALSHENGINEERING.NET (805) 319-4948
 1008 GARDEN STREET, SUITE 202-204 SAN LUIS OBISPO, CA 93401

GRAND OAKS PASEO

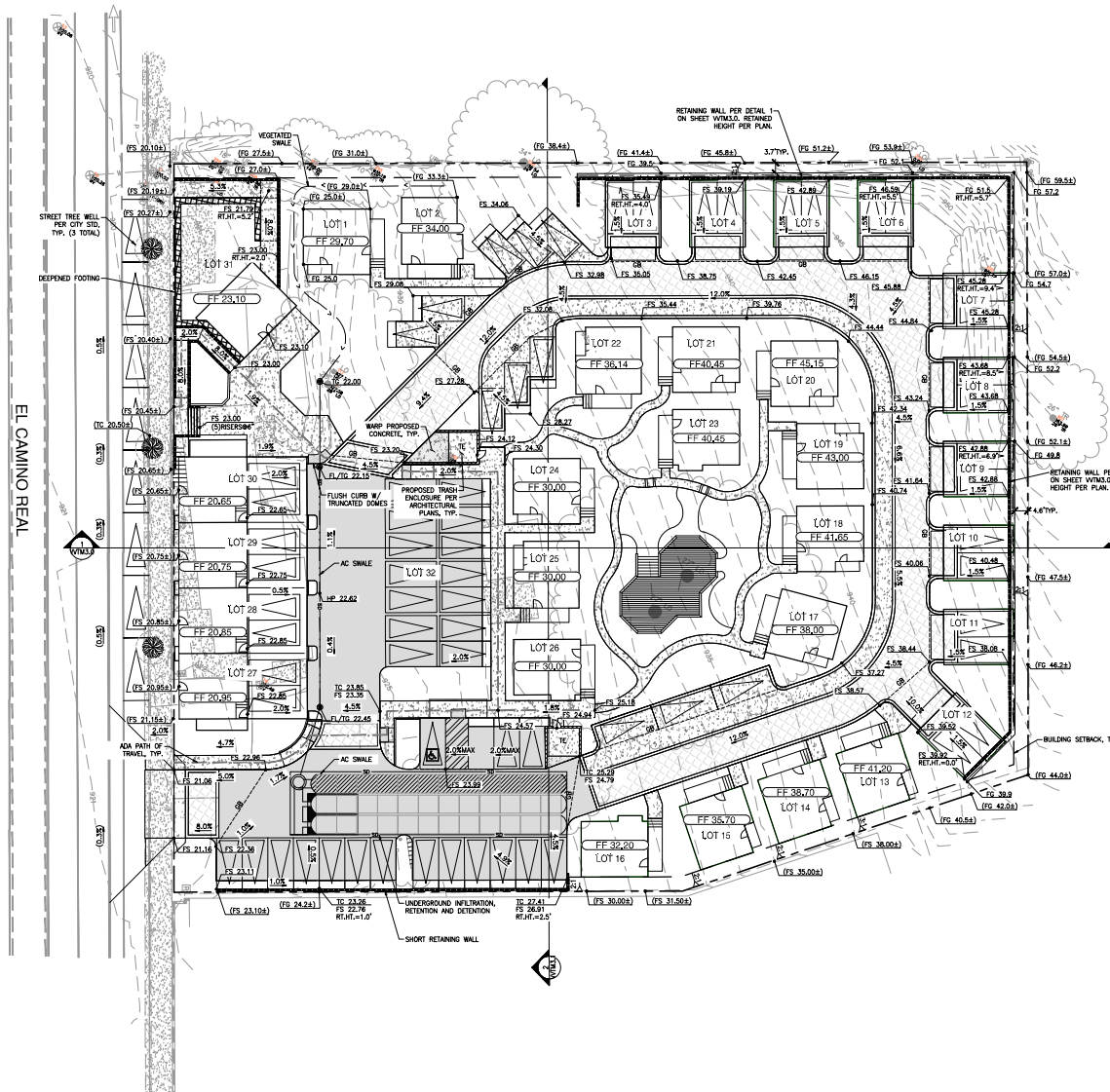
4711 EL CAMINO REAL, ATASCADERO, CA. 93422

VESTING TENTATIVE TRACT MAP

VTTM1.0

1627-01-LP19

AUGUST 30, 2019



DEVELOPER INFORMATION

TED LAMTON | JEFF LAMTON
 CAL COASTAL PROPERTIES
 CA BRS: 01885771 / CA DC: 994293
 CELL: 415.987.8928 / OFFICE: 805.242.8202
 EMAIL: TED@CALCOASTALPROPERTIES.COM / WWW.CALCOASTALPROPERTIES.COM

PARCEL INFORMATION

ADDRESS: 4711 EL CAMINO REAL, ATASCADERO, CA 93422
 APN: 029-271-001
 SIZE: 14.89 ACRES
 AVERAGE SLOPED 9.4%

IMPERVIOUS AREA SUMMARY

IMPERVIOUS AREAS:	
PAVED AREA	= 10,840 SF
CONCRETE AREA	= 8,850 SF
BUILDING COVER	= 19,230 SF
TOTAL IMPERVIOUS AREA	= 38,920 SF
46% IMPERVIOUS	
PERVIOUS PAVED AREA	= 8,200 SF

POST CONSTRUCTION REQUIREMENTS/STORMWATER

- PERFORMANCE REQUIREMENTS 1, 2, 3 AND 4.
1. RUNOFF REDUCTION: INCORPORATE PERVIOUS PAVEMENT IN PAVED AREA.
 2. QUALITY TREATMENT: INCORPORATE POROUS AGGREGATE WITHIN PERVIOUS PAVED SECTION FOR FILTRATION AND INFILTRATION TO UNDERLYING SOILS.
 3. RETENTION & INFILTRATION: INCORPORATE PERVIOUS PAVED SECTION WITH ROCK STORAGE SUB LAYER FOR STORAGE AND INFILTRATION, INCORPORATE UNDERGROUND CHAMBER STORAGE AND FILTRATION FACILITY.
 4. FLOW MANIPULATION & DETENTION: INCORPORATE UNDERGROUND CHAMBER STORAGE AND INFILTRATION FACILITY WITH METEDED OUTLET STRUCTURE TO MATCH PRE-PROJECT RUNOFF.

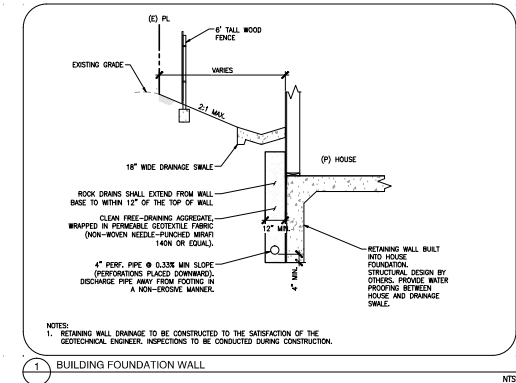
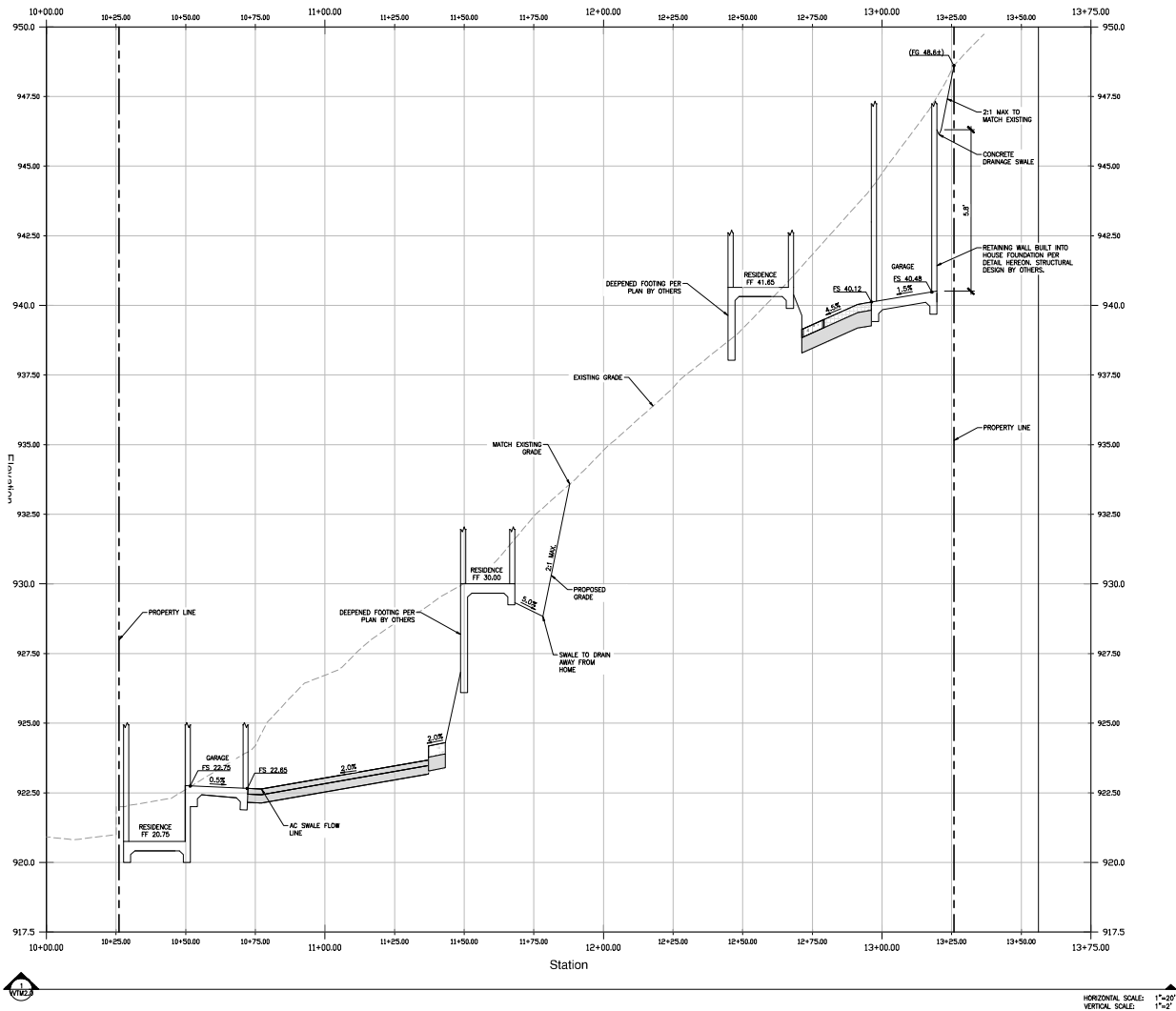
UTILITIES

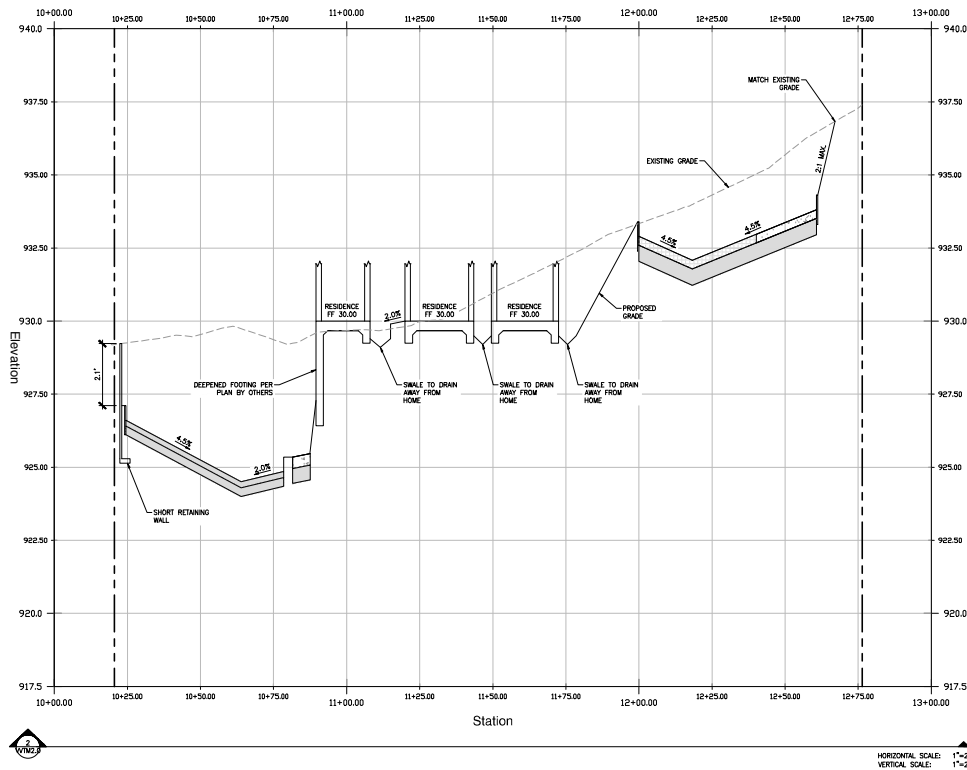
M CABLE: COV/CONCAST
 GAS: SOUTHERN CALIFORNIA GAS
 ELECTRICITY: PACIFIC GAS & ELECTRIC
 SEWER: CITY OF ATASCADERO
 WATER: ATASCADERO MUTUAL WATER COMPANY

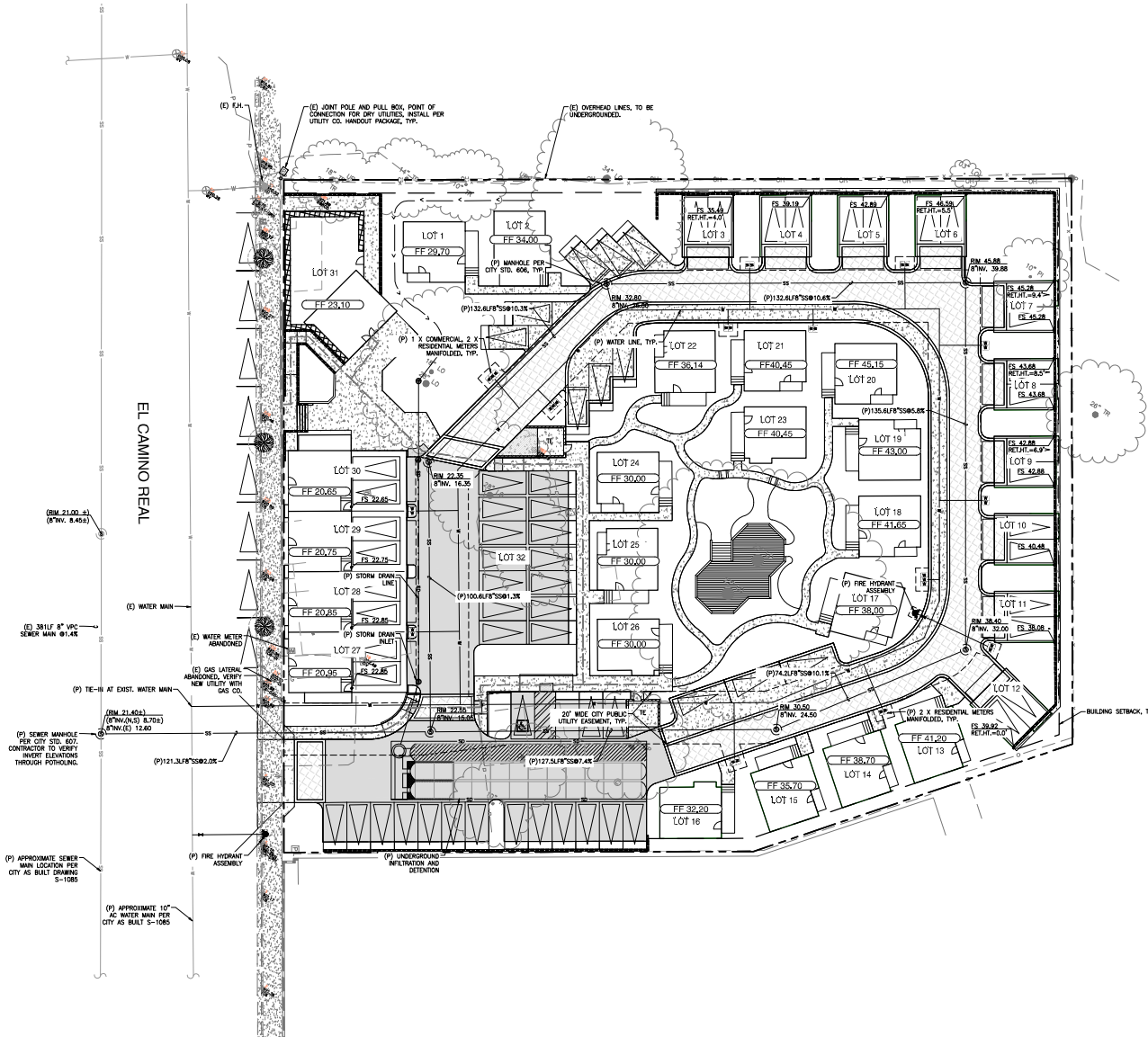
WATER SYSTEM NOTES:
 3/4" METER MANIFOLDS PER ATASCADERO STANDARD NO. 330
 2" METER MANIFOLDS PER ATASCADERO STANDARD NO. 330
 MIXED USE RESIDENTIAL CONDO UNITS WILL BE SUBMITTED PER SB 7

GENERAL NOTES

- A. ALL CLEARING, GRUBBING, SITE PREPARATION, OVER-EXCAVATION, EARTHWORK, ENGINEERED FILL, GEOTEXTILE MATERIAL, AND MATERIAL TESTING SHALL BE IN COMPLIANCE WITH THE GEOTECHNICAL ENGINEERING REPORT.
- B. GRADING TO COMPLY WITH CBC 18A-4.4. SLOPE PERVIOUS GRASSING AWAY FROM FOUNDATION AT A MINIMUM SLOPE OF 5% FOR A MINIMUM DISTANCE OF 10 FEET. SLOPE PERVIOUS GRASSING AT A MINIMUM SLOPE OF 2% FOR A MINIMUM DISTANCE OF 15 FEET. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET OF HORIZONTAL DISTANCE, PROVIDE A 5% SLOPE TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING DRAINAGE AWAY FROM FOUNDATIONS WITH THE USE OF SWALES SLOPED AT 2% LONGITUDINALLY ALONG FLOW LINE OR DRAINAGE INLETS WITH STORM DRAIN PIPE DIRECTED TO DISCHARGE AWAY FROM FOUNDATIONS IN A NON-EROSIVE MANNER.
- C. PROPOSED ELEVATIONS SHALL HAVE 900' ADDED TO THEM TO REFLECT TRUE ELEVATIONS RELATED TO THE PROJECT BENCHMARK. PLAN ELEVATIONS WERE SIMPLIFIED FOR CLARITY.







DEVELOPER INFORMATION

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 CAL COASTAL PROPERTIES
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 CELL: 415.987.6928 | OFFICE: 805.242.8202
 EMAIL: TED@CALCOASTALPROPERTIES.COM

PARCEL INFORMATION

ADDRESS: 4711 EL CAMINO REAL, ATASCADERO, CA 93422
 APN: 029-271-271-001
 SIZE: 14.658 SF = 1.70 ACRES
 AVERAGE SLOPE: 9.4%

IMPERVIOUS AREA SUMMARY

IMPERVIOUS AREAS:	
PAVED AREA	= 10,840 SF
CONCRETE AREA	= 8,820 SF
BUILDING COVER	= 18,930 SF
TOTAL IMPERVIOUS AREA	= 38,590 SF
46% IMPERVIOUS	
PERVIOUS PAVED AREA = 8,200 SF	

POST CONSTRUCTION REQUIREMENTS/STORMWATER

- PERFORMANCE REQUIREMENTS 1, 2, 3 AND 4.
1. HANDOFF REDUCTION: INCORPORATE PERVIOUS PAVEMENT IN PAVED AREA.
 2. QUALITY TREATMENT: INCORPORATE PERVIOUS AGGREGATE WITHIN PERVIOUS PAVED SECTION FOR FILTRATION AND INFILTRATION TO UNDERLYING SOILS.
 3. RETENTION & INFILTRATION: INCORPORATE PERVIOUS PAVED SECTION WITH ROCK STORAGE SUB LAYER FOR STORAGE AND INFILTRATION, INCORPORATE UNDERGROUND CHAMBER STORAGE AND FILTRATION FACILITY.
 4. FLOW MANIPULATION & DETENTION: INCORPORATE UNDERGROUND CHAMBER STORAGE AND INFILTRATION FACILITY WITH METEDED OUTLET STRUCTURE TO MATCH PRE-PROJECT RUNOFF.

UTILITIES

M CABLE: COV/CONCAST
 GAS: SOUTHERN CALIFORNIA GAS
 ELECTRICITY: PACIFIC GAS & ELECTRIC
 SEWER: CITY OF ATASCADERO
 WATER: ATASCADERO MUTUAL WATER COMPANY

WATER SYSTEM NOTES:
 3/4" METER MANIFOLDS PER ATWAC STANDARD NO. 330
 2" METER MANIFOLDS PER ATWAC STANDARD NO. 330
 MIXED USE RESIDENTIAL CONDO UNITS WILL BE SUBMITTED PER SB 7

UTILITY GENERAL NOTES

1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL INVERTS OF EXISTING UTILITIES AT POINTS OF CONNECTION AND PROPOSED UTILITY CROSSINGS BY OBSERVATION OR POT-HOLING METHODS. NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES IN THESE PLANS AND ACTUAL FIELD INFORMATION.
2. PROPOSED ELEVATIONS SHALL HAVE ROOF ADDED TO THEM TO REFLECT TRUE ELEVATIONS RELATED TO THE PROJECT BENCHMARKS. PLAN ELEVATIONS WERE SIMPLIFIED FOR CLARITY.
3. ALL WATER AND SEWER CROSSINGS SHALL CONFORM TO CITY STD. 601.



DECORATIVE PAVING AND STAMPED CONCRETE INSPIRATION SAMPLES. FINAL SELECTION BY LANDSCAPE ARCHITECT IN COORDINATION WITH CITY PLANNING STAFF.



STREET TREES IN TREE GRATES ALONG EL CAMINO REAL (30' SPACING)

TYPICAL LOW FENCING AT PRIVATE RESIDENTIAL AREAS TO BE OFFERED AS AN OPTION TO HOME OWNERS WITH SMALL PETS.



CONCEPT PLANT SCHEDULE

- STREET TREE
PLATANUS X ACERIFOLIA / LONDON PLANE TREE
- ACCENT TREE
ARBUTUS MENZIESII / PACIFIC MADRONE
CERCIS OCCIDENTALIS / WESTERN REDBUD MULTI-TRUNK
X CHITALPA TASHKENTENSIS / BURGUNDY / BURGUNDY CHITALPA
- SHADE TREE
QUERCUS LOBATA / VALLEY OAK
QUERCUS SUBER / CORK OAK
- 3 CORN
DODONAEA VISCOSA 'PURPUREA' / PURPLE LEAFED HOPSEED BUSH
PITOSPORUM TENUIFOLIUM 'SILVER SHEEN' / TAWHIWHI
- EXISTING TREES TO REMAIN AND PROTECT IN PLACE
- DROUGHT TOLERANT LANDSCAPE PLANTINGS (Sunset Zone 7)
20,500 SQ. FT.
- SYNTHETIC TURF
1,020 SQ. FT.

LANDSCAPE MATERIALS

- Boulders
- DECORATIVE STAMPED CONCRETE TREATMENT WITH NATURAL COLOR TONES. PATTERN SELECTION BY LANDSCAPE ARCHITECT.
- DECORATIVE PAVING - DRIVE ASLE
- DECORATIVE PAVING - PEDESTRIAN/PARKING AREAS
- DECOMPOSED GRANITE PAVING
- CONCRETE PAVING

IRRIGATION AND PLANTING DESIGN CRITERIA:
 A WEATHER SENSING, 'SMART CONTROLLER' WILL BE USED TO MONITOR THE IRRIGATION WATER AND MANAGE DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE.

ALL TREES, SHRUBS AND GROUND COVER AREAS WILL BE IRRIGATED ON SEPARATE HYDROZONES, SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER.

TREES WILL BE IRRIGATED BY BUBBLERS. ALL PLANTING WILL RECEIVE DRIP IRRIGATION.

THE PLANT PALETTE IS COMPOSED OF PLANT MATERIAL AND TREES KNOWN TO THRIVE IN THE LOCAL SUNSET ZONE 7 CLIMATE AND SOIL CONDITIONS.

ALL ABOVE GROUND UTILITIES WILL BE SCREEN WITH VEGETATION.

LANDSCAPE AREAS PROPOSED

COMMON LANDSCAPE AND DECK AREA = 7,530 SF
 COMMUNITY BUILDING PATIO = 166 SF
 OUTDOOR COURTYARD AREA = 1,250 SF

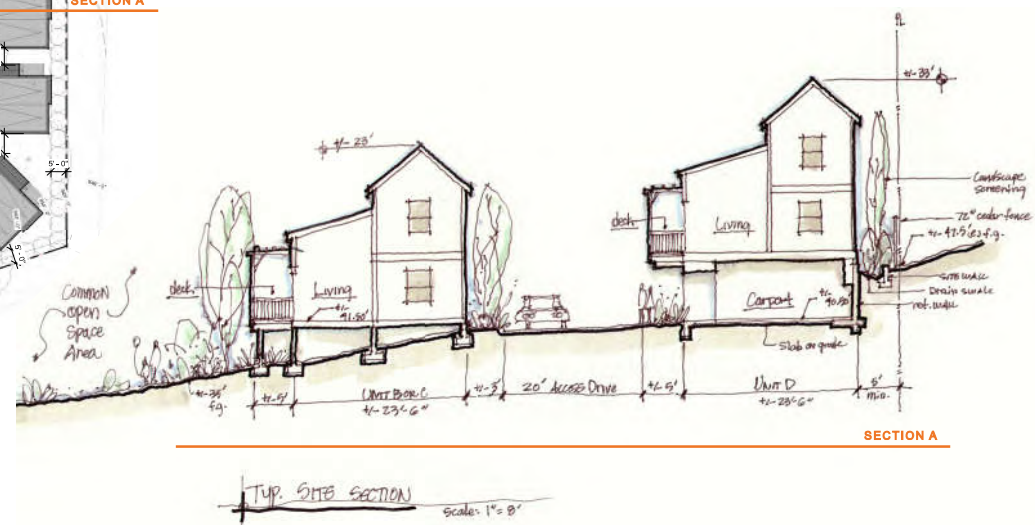


1 ARCHITECTURAL SITE PLAN
 1" = 20'-0"

LOT COVERAGE PROPOSED

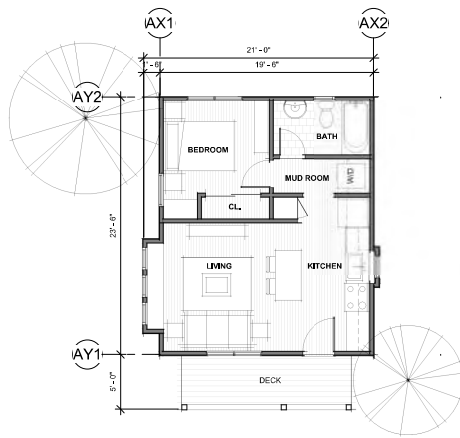
21,000 SF BUILDING FOOTPRINT / 1.71 AC OR 74,487.60 SF = 0.28 OR 28%.

MAX. COVERAGE ALLOWED 50%



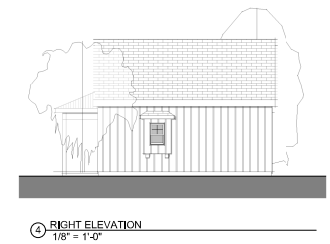
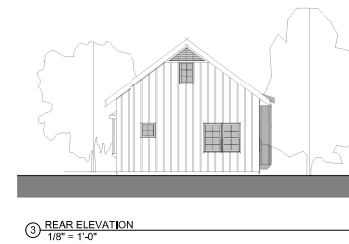
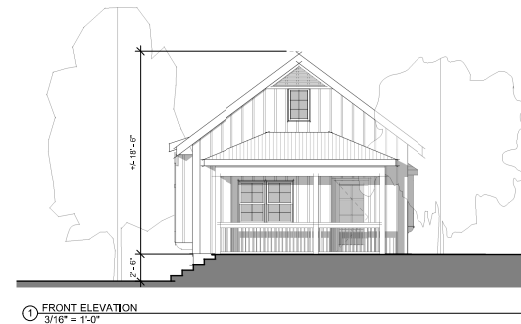
SECTION A

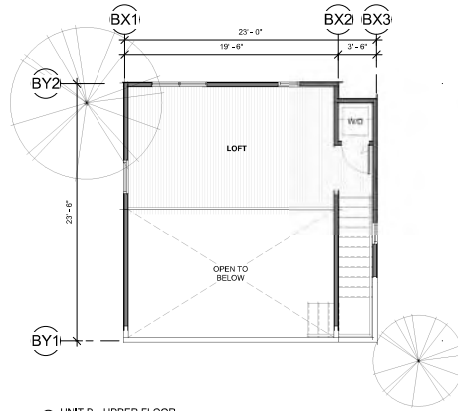
TYP. SITE SECTION
 Scale: 1" = 8'



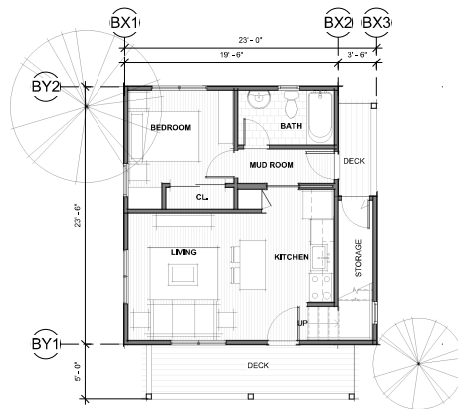
⑤ UNIT A - 1 BEDROOM
 3/16" = 1'-0"

AREA CALCS - UNIT A - 1 BEDROOM	
NAME	AREA
UNIT A - GROUND FLOOR	471 SF
	471 SF





② UNIT B - UPPER FLOOR
 3/16" = 1'-0"



③ UNIT B - LOWER FLOOR
 3/16" = 1'-0"

AREA CALCS - UNIT B - 1 BEDROOM	
NAME	AREA
UNIT B - GROUND FLOOR - 1 BEDROOM	458 SF
UNIT B - UPPER FLOOR - 1 BEDROOM	255 SF
	713 SF



① FRONT ELEVATION
 3/16" = 1'-0"



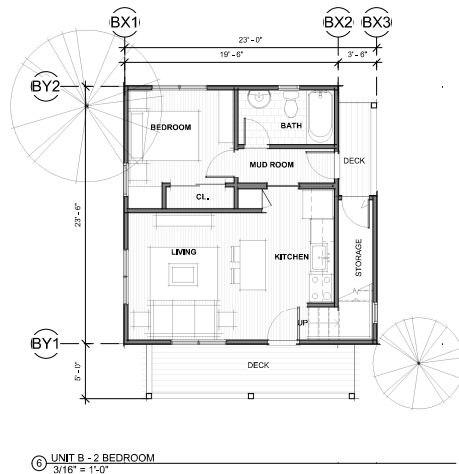
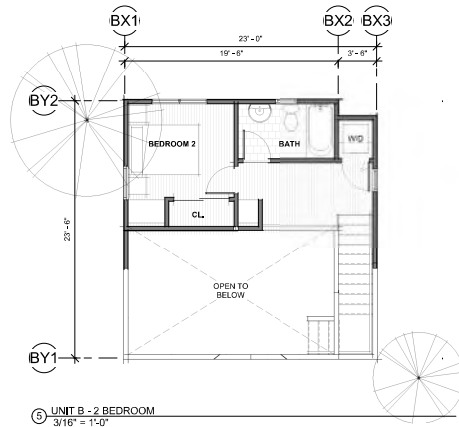
② LEFT ELEVATION
 1/8" = 1'-0"



③ REAR ELEVATION
 1/8" = 1'-0"

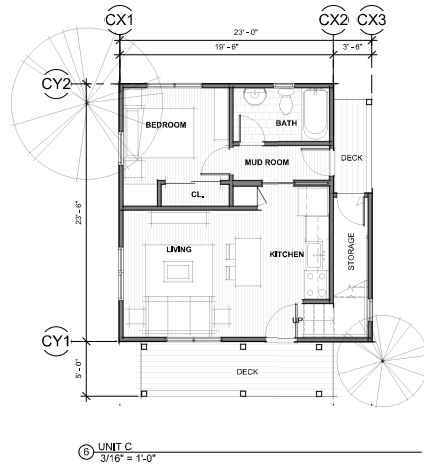
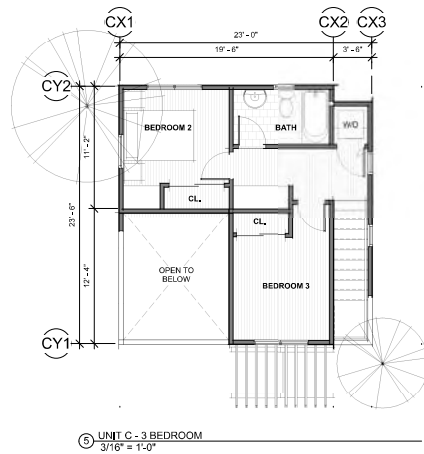


④ RIGHT ELEVATION
 1/8" = 1'-0"

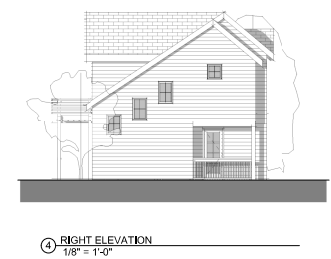


AREA CALCS - UNIT B - 2 BEDROOM	
NAME	AREA
UNIT B - UPPER FLOOR - 2 BED/BATH	255 SF
UNIT B - GROUND FLOOR - 2 BED/BATH	458 SF
	713 SF



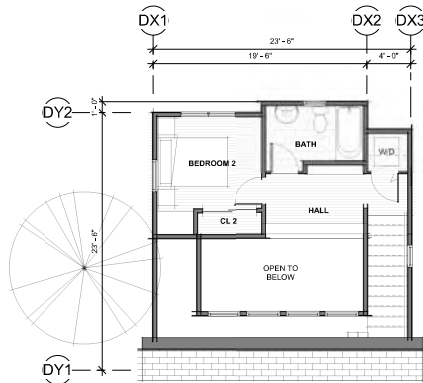


AREA CALCS - UNIT C - 2 BEDROOM	
NAME	AREA
UNIT C - GROUND FLOOR	458 SF
UNIT C - UPPER FLOOR	369 SF
	827 SF

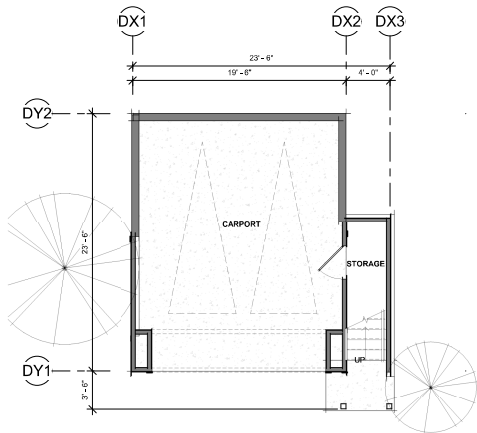


AREA CALCS - UNIT D - 2 BEDROOM	
FLOOR	AREA
UNIT D - THIRD FLOOR	265 SF
UNIT D - SECOND FLOOR	519 SF
	784 SF

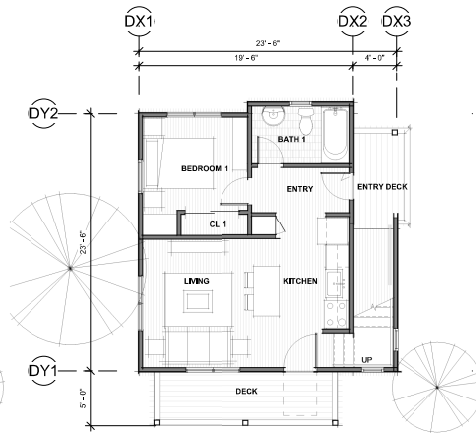
AREA CALCS - UNIT D UNCONDITIONED - 2 BEDROOM	
FLOOR	AREA
UNIT D - CARPORT	458 SF
UNIT D - ENTRY DECK	45 SF
UNIT D - DECK	84 SF
	587 SF



③ UNIT D1 THIRD FLOOR
 3/16" = 1'-0"



① UNIT D1 GROUND FLOOR
 3/16" = 1'-0"



② UNIT D1 SECOND FLOOR
 3/16" = 1'-0"



④ UNIT D1 FRONT ELEVATION
 3/16" = 1'-0"



⑤ UNIT D1 LEFT ELEVATION
 1/8" = 1'-0"

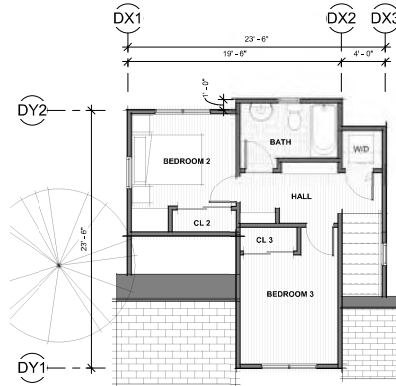


⑦ UNIT D1 REAR ELEVATION
 1/8" = 1'-0"



⑥ UNIT D1 RIGHT ELEVATION
 1/8" = 1'-0"

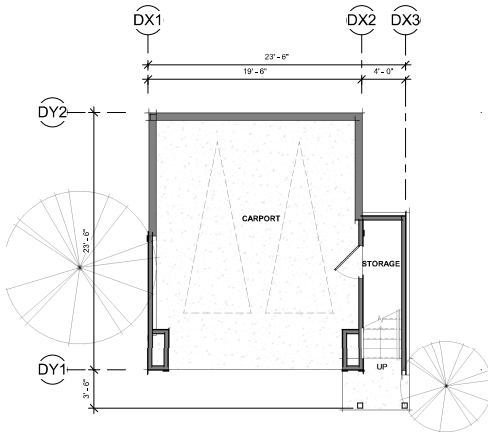
AREA CALCS - UNIT D - 3 BEDROOM	
FLOOR	AREA
UNIT D - SECOND FLOOR	519 SF
UNIT D - THIRD FLOOR	379 SF
UNIT D - UNCONDITIONED - 3 BEDROOM	899 SF
AREA CALCS - UNIT D UNCONDITIONED - 3 BEDROOM	
FLOOR	AREA
UNIT D - CARPORT	458 SF
UNIT D - ENTRY DECK	45 SF
UNIT D - DECK	84 SF
	587 SF



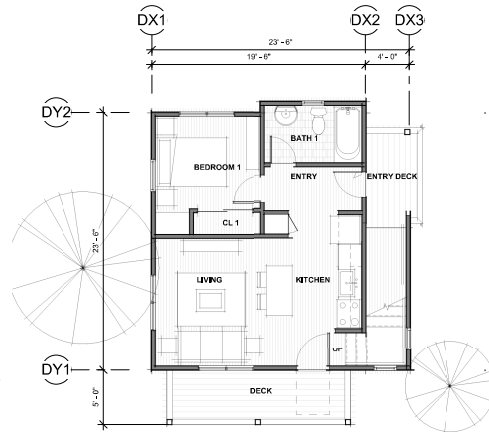
⑤ UNIT D2 THIRD FLOOR
3/16" = 1'-0"



④ UNIT D2 FRONT ELEVATION
3/16" = 1'-0"



⑦ UNIT D2 GROUND FLOOR
3/16" = 1'-0"



⑥ UNIT D2 SECOND FLOOR
3/16" = 1'-0"



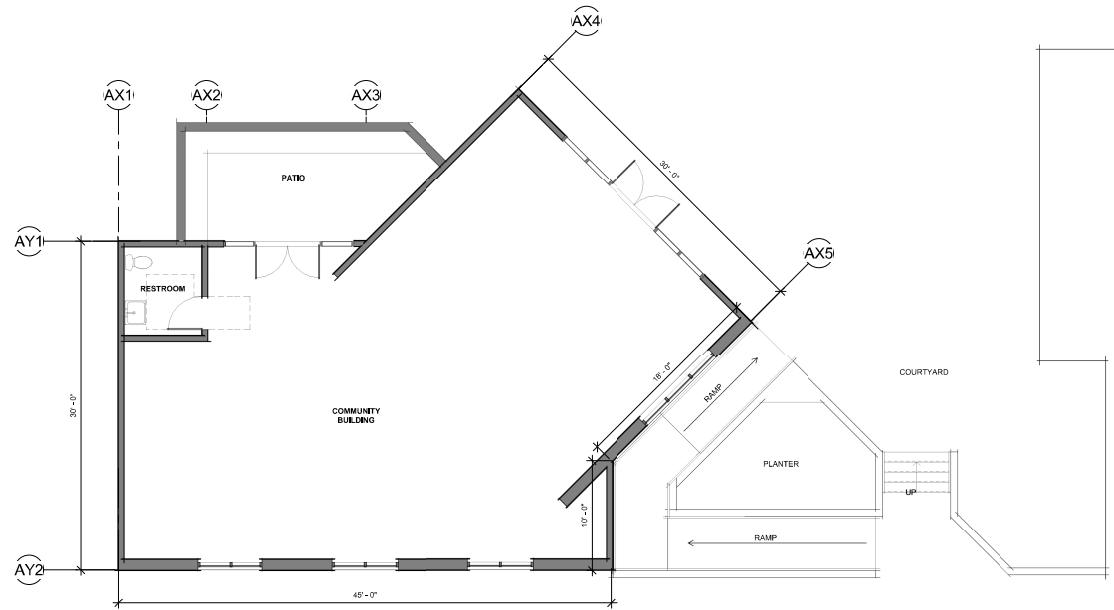
① UNIT D2 LEFT ELEVATION
1/8" = 1'-0"



② UNIT D2 REAR ELEVATION
1/8" = 1'-0"



③ UNIT D2 RIGHT ELEVATION
1/8" = 1'-0"



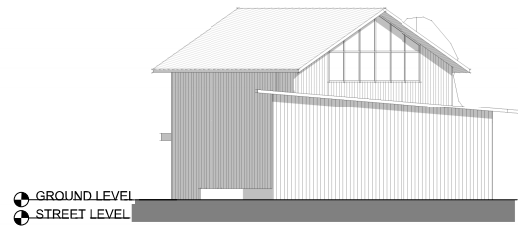
AREA CALCS - TYPICAL UNIT	
NAME	AREA
COMMUNITY BUILDING	1897 SF

① GROUND LEVEL
 3/16" = 1'-0"

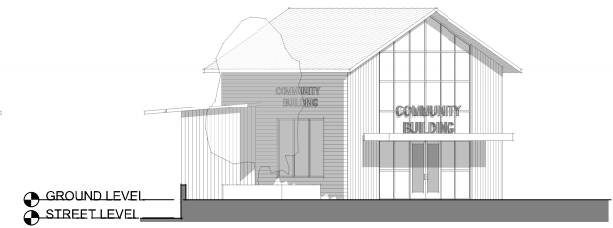




③ FRONT ELEVATION - EL CAMINO REAL
 1/8" = 1'-0"



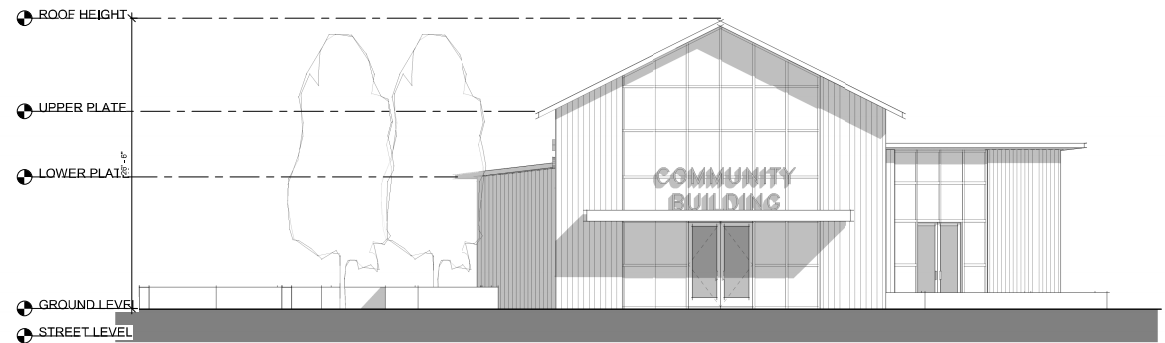
② Left Elevation
 1/8" = 1'-0"



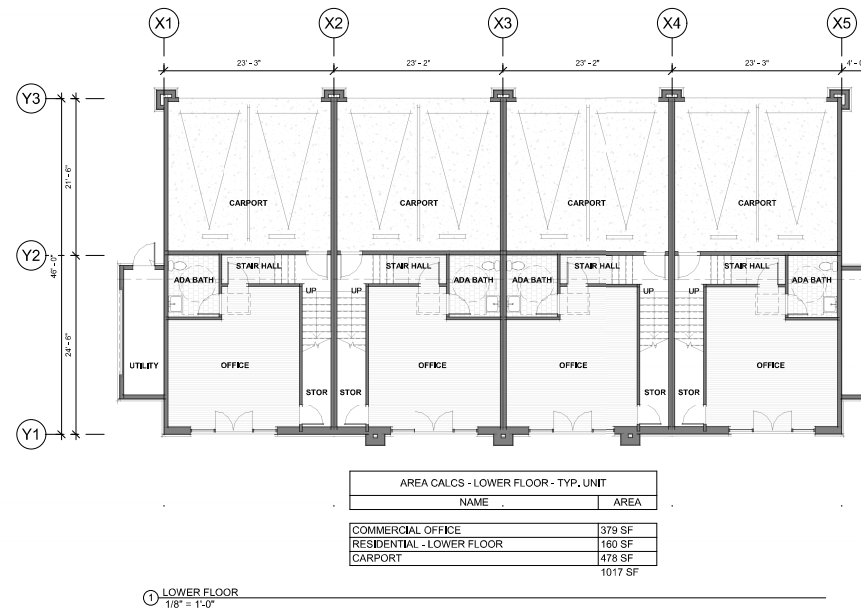
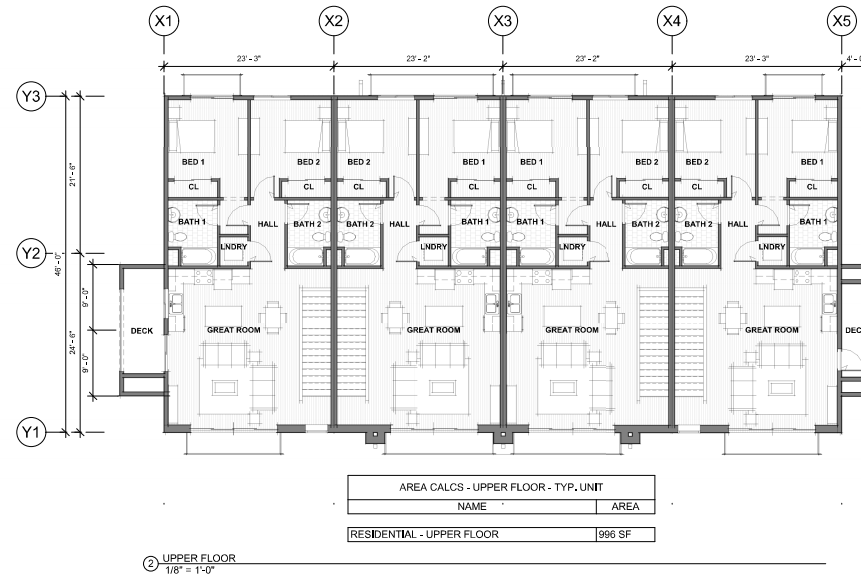
⑤ Right Elevation
 1/8" = 1'-0"



① Rear Elevation
 1/8" = 1'-0"

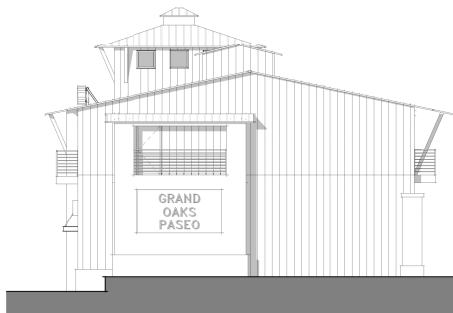


④ Main Elevation
 3/16" = 1'-0"





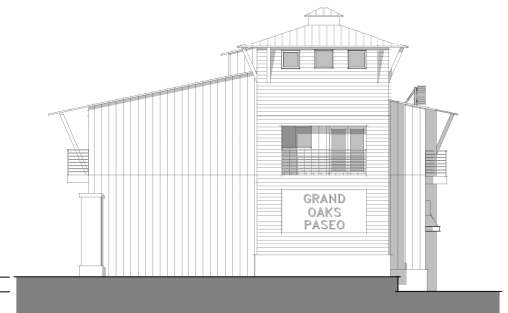
① EL CAMINO REAL ELEVATION
 3/16" = 1'-0"



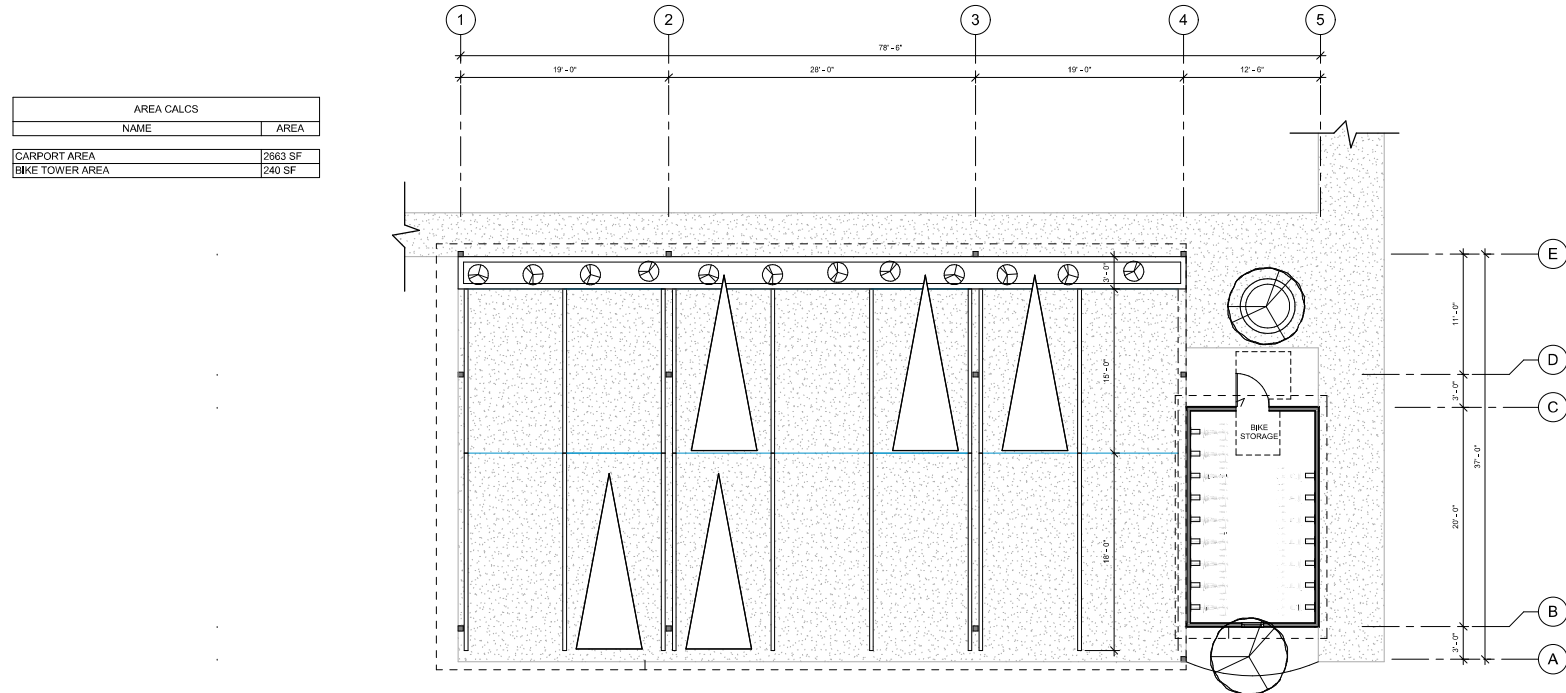
③ RIGHT ELEVATION
 1/8" = 1'-0"



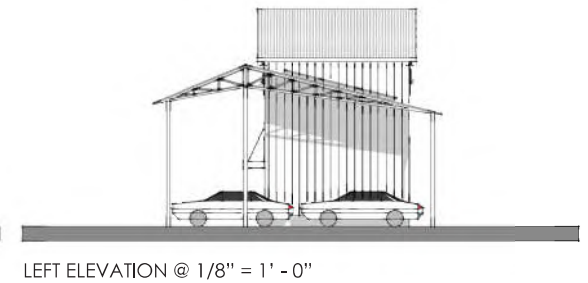
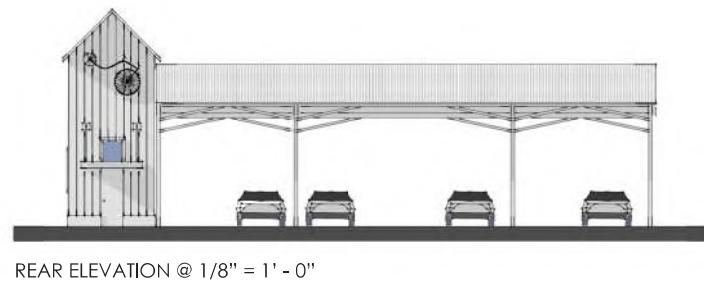
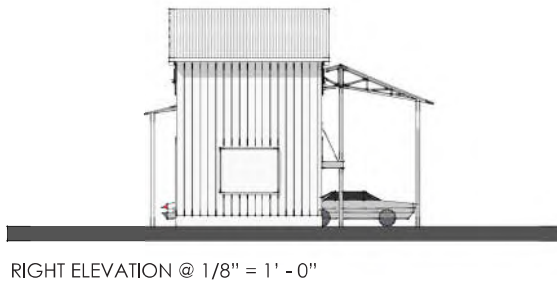
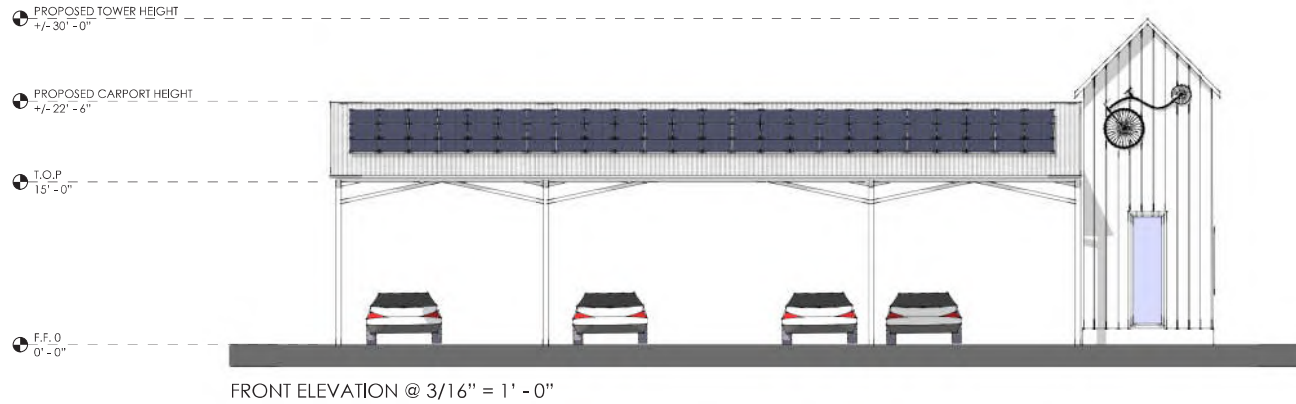
② REAR ELEVATION
 1/8" = 1'-0"



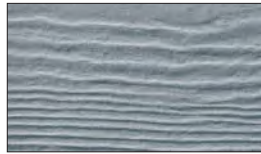
④ LEFT ELEVATION
 1/8" = 1'-0"



① GROUND FLOOR PLAN
 3/16" = 1'-0"



SCHEME 1



EXTERIOR SIDING: FLAGSTONE



FRONT DOOR:
KELLY-MOORE - 4510-3 BEAR
HUG



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
WHITE



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

DECK

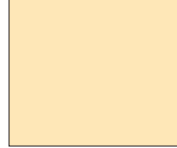


TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 2



EXTERIOR SIDING: CYPRESS



FRONT DOOR:
KELLY-MOORE - KM5286-1 KEY
KEEPER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
GOLDEN AMBER



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

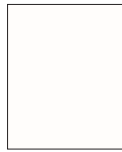
SCHEME 3



EXTERIOR SIDING: REDWOOD



FRONT DOOR:
KELLY-MOORE - KM4941-2 CITY
DWELLER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
PEWTER GRAY



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

SCHEME 4



EXTERIOR SIDING: SOUW



FRONT DOOR:
KELLY-MOORE - KM5429-5 GRILL
MASTER



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
CHARCOAL



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

DECK

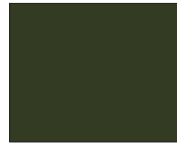


TREX:
ENHANCE COMPOSITE DECKING - SADDLE

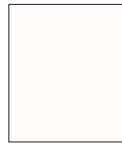
SCHEME 5



EXTERIOR SIDING: MARIGOLD

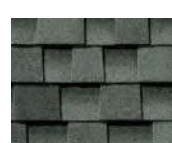


FRONT DOOR:
KELLY-MOORE - KM4819-5
FOREST FLOOR



WINDOW FRAME:
ANDERSEN: WHITE: 100 SERIES

ROOFING



GAF:
TIMBERLINE ULTRA HD -
SLATE



AEP SPAN: NU-WAVE CORRUGATED
COLOR: METALIC SILVER

DECK



TREX:
ENHANCE COMPOSITE DECKING - SADDLE

COMMUNITY BUILDING

EXTERIOR WALL



LONGBOARD FACADES: LONGBOARD SIDING,
 LIGHT CHERRY OR DARK FIR



WINDOW FRAME:
 ANDERSEN: BLACK; 100 SERIES



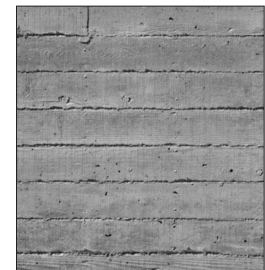
STOREFRONT:
 KAWNEER: #29 - BLACK

ROOFING



ROOFING: MCELROY:
 SLATE GRAY STANDING SEAM

BASE/WAINSCOT



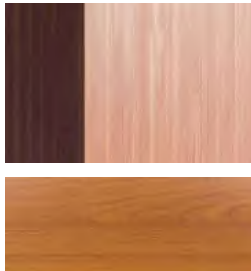
CONCRETE:
 BOARDFORM

LIVE/WORK BUILDING

EXTERIOR WALL



AEP SPAN: NU-WAVE CORRUGATED
 COLOR: METALLIC SILVER



LONGBOARD FACADES: LONGBOARD SIDING,
 LIGHT CHERRY OR DARK FIR

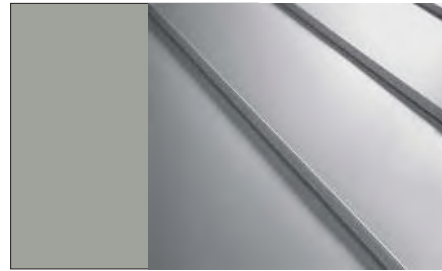


WINDOW FRAME:
 ANDERSEN: BLACK; 100 SERIES



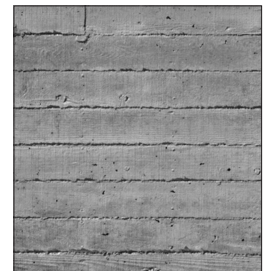
STOREFRONT:
 KAWNEER: #29 - BLACK

ROOFING



ROOFING: MCELROY:
 SLATE GRAY STANDING SEAM

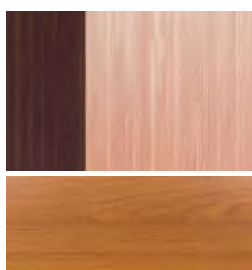
BASE/WAINSCOT



CONCRETE:
 BOARDFORM

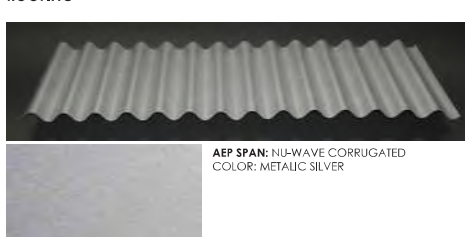
CARPORT / BIKE TOWER

EXTERIOR WALL



LONGBOARD FACADES: LONGBOARD SIDING,
 LIGHT CHERRY OR DARK FIR

ROOFING

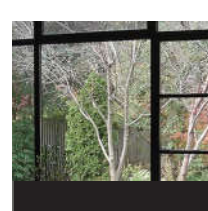


AEP SPAN: NU-WAVE CORRUGATED
 COLOR: METALLIC SILVER

WINDOWS / EXT. FRAME

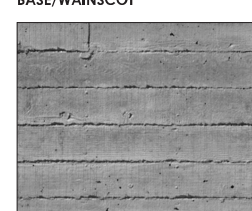


STRUCTURAL FRAME:
 BLACK METAL



STOREFRONT:
 KAWNEER: #29 - BLACK

BASE/WAINSCOT

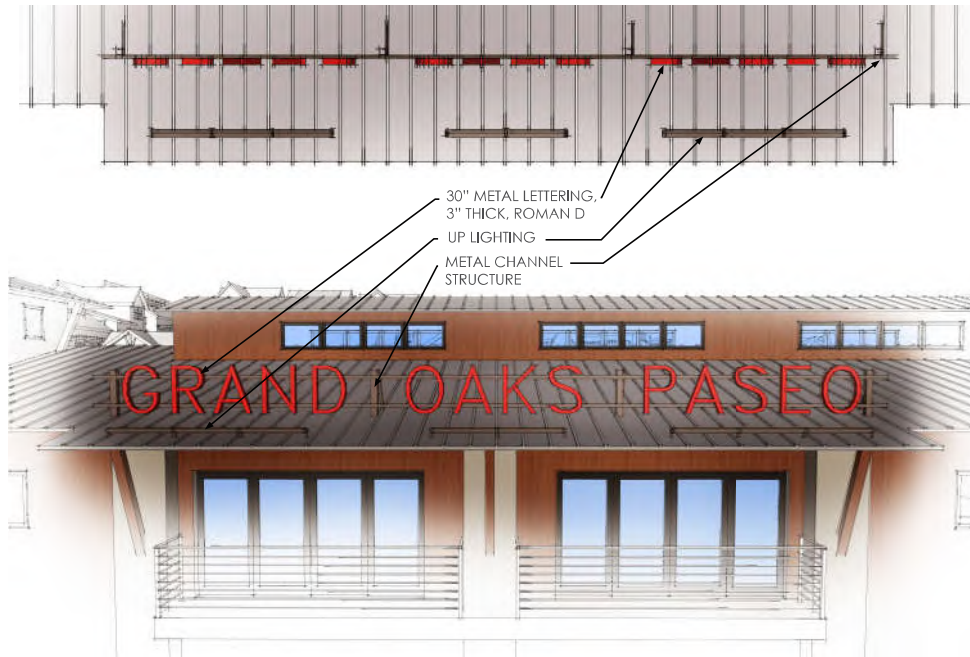


CONCRETE:
 BOARDFORM





ITEM NUMBER: B-1
 DATE: 11/12/19
 ATTACHMENT: 7

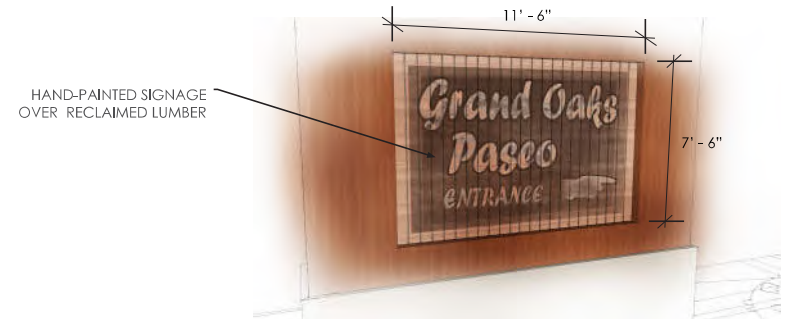


SIGN 1 MAIN PROJECT SIGNAGE



SIGN 2 COMMUNITY CENTER

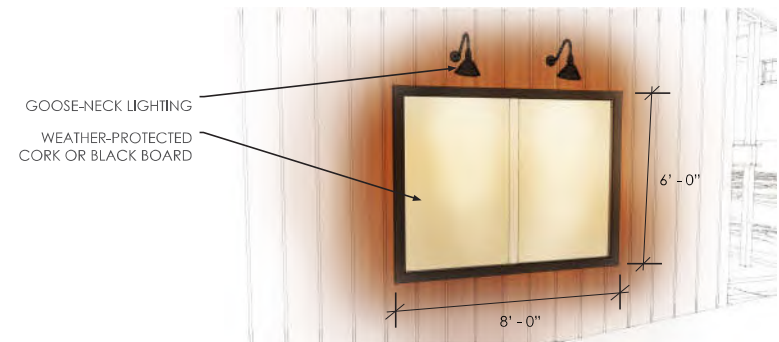
ALT FONTS
 BAHNSCHRIFT
GRAND
 GIL
GRAND



SIGN 3 LIVE-WORK BUILDING - RIGHT/LEFT



SIGN 4 TYP. COMMERCIAL ENTRY



SIGN 5 COMMUNITY NEWS BOARD



Atascadero City Council

Staff Report - Public Works Department

Road Abandonment to Summarily Vacate an Undeveloped Portion of San Cayetano Road Right-of-Way

RECOMMENDATION:

Council adopt Draft Resolution recommending the City of Atascadero summarily vacate an unconstructed portion of right-of-way on San Cayetano Road based on findings consistent with the State of California Streets and Highways Code and the City's General Plan.

DISCUSSION:

Background

The City has received a request to vacate an unconstructed portion of San Cayetano Road right-of-way within a developed 2.73 acre residential property located at 12215 Cenegal Road (APN 055-121-001) owned by Joseph and Claudia Berkman (applicant). A vicinity map of this site is shown below.



Abandonment Exhibit

Abandonment Exhibit

Scale: 1" = 80'

80' 0 80'

FD. 1/2" IRON PIPE
W/BRASS TAG "LS 8089"

R=64.10' Δ=60°31'16" L=67.71'-M
[R=64.1' Δ=58°30' L=65.45'-R]

N 81°50'39" W 42.38'-M
[N85°08'W 32.85'-R]

FD. 5/8" REBAR
W/PLASTIC CAP "LS 8769"

R=477.50' Δ=13°09'40" L=109.68'-M
[R=477.5' Δ=12°59'30" L=108.29'-R1]

FD. 5/8" REBAR W/PLASTIC
CAP "LS 8769"

FD. 1" IRON PIPE

R=204.80' Δ=17°17'34" L=61.81'-M
[R=204.8' Δ=17°19' L=61.90'-R]

N 52°03'39" W 54.82'-M
[N53°33'W 54.9'-R]

FD. 1" IRON PIPE

R=286.60' Δ=7°00'02" L=35.02'-M
[R=286.6' Δ=6°58' L=34.85'-R]

ROADWAY APPARENTLY
ABANDONED PER
58-PM-1~22

R=191.10' Δ=14°58'35" L=49.95'-M
[R=191.1' Δ=14°57' L=49.86'-R]

EXISTING FENCE

FD. 1" IRON PIPE

FD. 1" IRON PIPE

N 45°05'44" W 23.08'-M
[N46°41'W 23.1'-R]

S.N.F.

FD. 1" IRON PIPE

LOT 17
BLOCK 59
3AC-MB-84
JOSEPH BERKMAN
12215 CENEGAL ROAD
APN:055-121-001

N 29°58'49" W 115.44'-M
[N31°44'W 115.5'-R]

FD. 1" IRON PIPE

AREA TO BE ABANDONED

FD. 1" IRON PIPE

N 07°08'16" E 14.55'-M
[N05°16'E 14.6'-R]

FD. 1" IRON PIPE

R=95.80' Δ=37°07'25" L=62.07'-M
[R=95.8' Δ=37' L=61.85'-R]

R=72.00' Δ=56°46'21" L=71.34'-M
[R=72.0' Δ=56°48' L=72.47'-R]

FD. 1" IRON PIPE

N 50°35'28" W 29.31'-M
[N52°24'W 29.6'-R]

FD. 3/4" IRON PIPE

FD. 1" IRON PIPE

N 09°24'34" W 7.68'-M
[N13°14'W 7.5'-R]

FD. 1" IRON PIPE

R=95.80' Δ=64°39'54" L=108.12'-M
[R=95.8' Δ=64°40' L=108.12'-R]

FD. 1/2" REBAR WITH
NO PLASTIC CAP.

FD. 1/2" REBAR WITH NO
PLASTIC CAP.

CENEGAL ROAD

LOT 16

LEGEND

● = FD MONUMENT AS NOTED

M = MEASURED DATA

[...] = RECORD DATA

R = RECORD DATA PER 3AC-MB-84

R1 = RECORD DATA PER 3AC-MB-79

TWIN CITIES SURVEYING INC.
TEMPLETON, CALIFORNIA JN 18203

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exception to this right-of-way abandonment. Furthermore, the Fire Department has no objection to the right-of-way abandonment and does not consider this right-of-way to be necessary for current or future evacuation needs.

Analysis

State Requirements - Requirements for summarily vacating a road are found in the Streets and Highways Code, Section 8331, which provides:

8331. *The legislative body of a local agency may summarily vacate a street or highway if both of the following conditions exist:*

- (a) *For a period of five consecutive years, the street or highway has been impassable for vehicular travel.*
- (b) *No public money was expended for maintenance on the street or highway during such period.*

City Requirements - California Government Code Section 65402 requires that all abandonments be consistent with the legislative bodies General Plan, as follows:

"If a general plan or part thereof has been adopted...no real property shall be...vacated or abandoned...until the location, purpose and extent of such...street vacation or abandonment...has been submitted to and reported upon by the planning agency as to the conformity with said general plan or part thereof."

The right-of-way under consideration was created by the Map of Atascadero Colony (circa 1915). The subject portion of right-of-way has never been constructed or used as a road, and the right-of-way has been impassable for five or more years.

Additionally, the proposed right-of-way to be abandoned does not appear in the City's General Plan Circulation Element (Figure III-2: General Plan Circulation Diagram). The abandonment would not conflict with Policy 2.1 of the City's Circulation Element as the abandonment would not be applicable as a potential trail location.

The City also has a practice of evaluating existing unbuilt right of way from Fire safety standpoint in order to ensure that all potential evacuation routes are retained. The proposed right-of way was evaluated by the Fire department. Because the road is a dead-end road, there is no potential for a future evacuation route.

Conclusion

The proposed abandonment meets the following criteria necessary for a Summary Vacation (abandonment) as follows:

- Right-of-way has never been used as a road and has been impassable for more than five (5) years

- Public funds have never been expended for maintenance on the subject rights-of-way during the stated time period
- The abandonment is consistent with the circulation element of the City's General Plan

Planning Commission Recommendation

The Planning Commission reviewed the road abandonment application at their October 1, 2019 meeting. The Planning Commission adopted PC Resolution 2018-A recommending that the City Council summarily vacate an unconstructed portion of right-of-way based on findings consistent with the State of California Streets and Highways Code and Atascadero's General Plan.

FISCAL IMPACT:

None.

ALTERNATIVES:

The City Council may deny the request to vacate the right-of-way or refer the item back to staff for additional information or analysis.

ATTACHMENT:

Draft Resolution

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, FINDING AND DETERMINING THAT A PORTION OF SAN CAYETANO ROAD RIGHT-OF-WAY IS UNNECESSARY FOR PRESENT OR PROSPECTIVE PUBLIC STREET PURPOSES AND ORDERING ITS SUMMARY VACATION

WHEREAS, Joseph and Claudia Berkman, property owners of 12215 Cenegal Road, Atascadero, CA 93422 (APN 055-121-001) have made a request to the City to consider vacating an undeveloped portion of right-of-way of San Cayetano Road that is located within their property at 12215 Cenegal Road; and

WHEREAS, the San Cayetano Road right-of-way requested to be vacated is one-half of the San Cayetano Road right-of way and is undeveloped and is unnecessary for present or prospective public street purposes; and

WHEREAS, the other half of the San Cayetano Road right-of-way requested to be vacated was previously abandoned as part of Oak Ridge Estates (3-F Meadows); and

WHEREAS, Atascadero Mutual Water Company takes no exception to the said abandonment; and

WHEREAS, the Atascadero Fire Department takes no exception to the said abandonment; and

WHEREAS, a determination has been made that the proposed right-of-way vacation is exempt from environmental review in accordance with Section 15301 (Existing Facilities) and Section 15304 (Minor Alterations to Land) of the California Environmental Quality Act (CEQA) and the City of Atascadero's Local Procedures for implementing CEQA; and

WHEREAS, on October 1, 2019, the Planning Commission duly held a public hearing to consider the abandonment of a portion of San Cayetano Road right-of-way, described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, on October 1, 2019, the Planning Commission passed PC Resolution 2019-A, finding that this portion of San Cayetano Road right-of-way has been impassable for vehicular travel for a period of five consecutive years, that no public funds have been expended for maintenance on this right-of-way during such period, that said abandonment is consistent with the City's General Plan, and recommends the City Council summarily vacate this portion of San Cayetano Road right-of-way; and

WHEREAS, on November 12, 2019, the City Council conducted a public hearing where they considered testimony prior to considering summarily vacating a portion of San Cayetano Road right-of-way.

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

SECTION 1. The City Council hereby finds determines the above recitals to be true and correct.

SECTION 2. The City Council finds that said San Cayetano Road right-of-way has never been improved, has been impassable for vehicular travel for a period of five consecutive years and no public funds have been expended for maintenance on the subject right-of-way during such period.

SECTION 3. Pursuant to Section 8300 et seq. of the California Streets and Highways Code and a finding of General Plan consistency, this Council finds and determines that a portion of San Cayetano Road, as shown on the Map of Atascadero Colony, in the City of Atascadero, County of San Luis Obispo, State of California as recorded in Book 3AC of Maps, Page 84, in the Office of the County Recorder of said County, and described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference, is not necessary for present or future public street purposes.

SECTION 4. The City Council hereby orders said portion of San Cayetano Road right-of-way to be summarily vacated.

SECTION 5. The City Clerk shall cause a certified copy of this Resolution of Summary Vacation, duly attested under the seal of the City, to be recorded in the Office of the San Luis Obispo County Recorder.

PASSED AND ADOPTED at a regular meeting of the City Council held on the ____ day of ____, 2019.

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 Pierik, City Attorney

EXHIBIT "A"

Legal Description

All that portion of LOT 17 in Block 59 of Atascadero Colony, in the City of Atascadero, County of San Luis Obispo, State of California, according to the Map filed for record October 21, 1914 in Book 3AC of Maps, Page 84, in the office of the County Recorder of said County, more particularly described and bounded as follows:

All that that portion of said LOT 17 within the right-of-way lines of San Cayetano Road, a 40 foot wide road, as said lot and road are shown on said Map, *EXCEPTING therefrom* any portion thereof lying within 20 feet (measured radially) southeasterly of the centerline curve of Cenegal Road (formerly Puente Road) as said centerline curve is shown and delineated on said Map.

The above described parcel of land is graphically shown on EXHIBIT "B" attached hereto and made a part hereof.

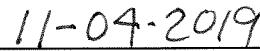
SURVEYOR'S STATEMENT

This legal description was prepared by me or under my direct supervision in conformance with the requirements of the Land Surveyor's Act.



Wm. E. Touchon

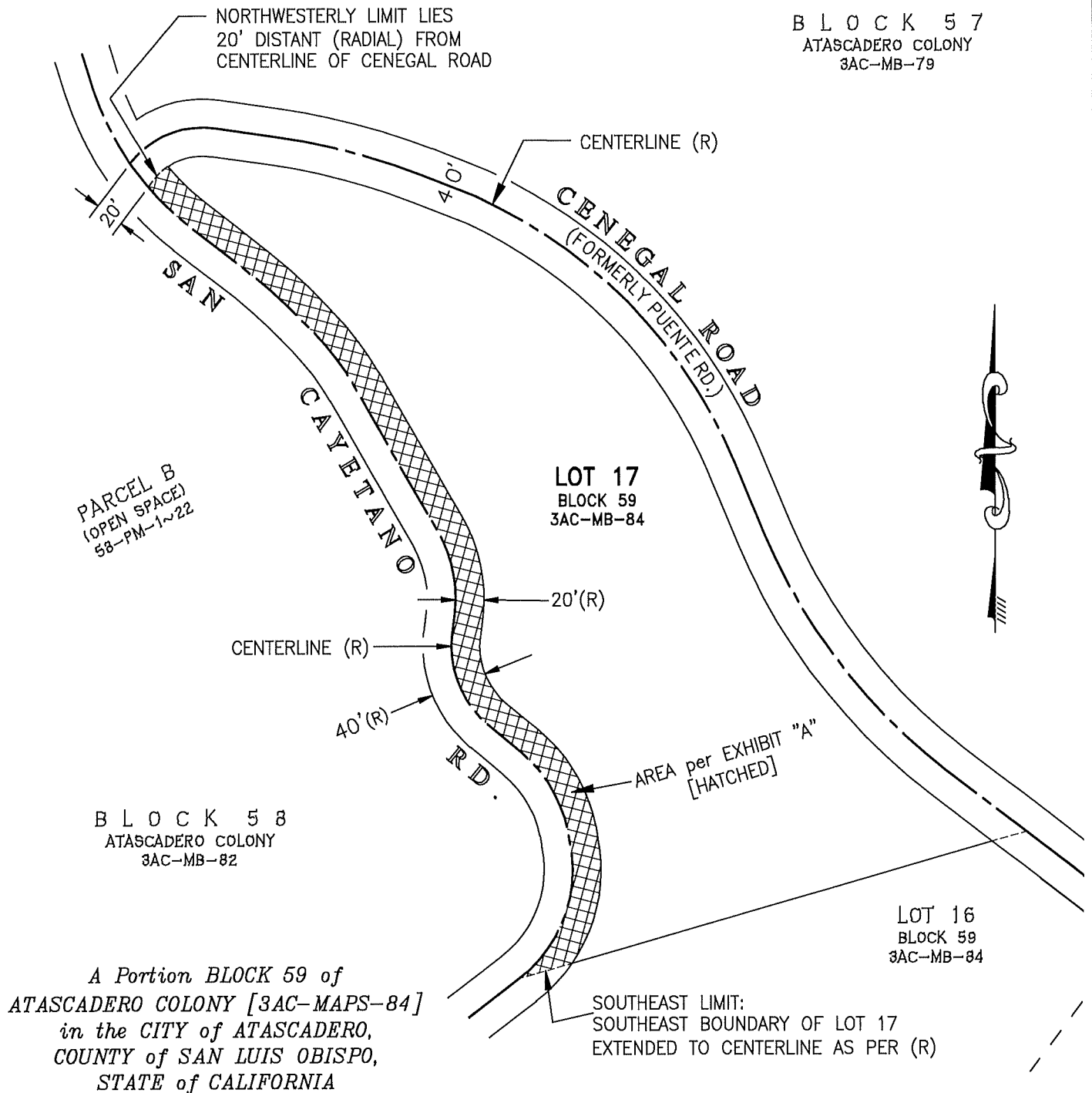
L.S. 4845



Date

Exhibit "B"

B L O C K 5 7
ATASCADERO COLONY
3AC-MB-79



Wm. E. Touchon 11-04-2019
WM. E. TOUCHON L.S. 4845 DATE

TWIN CITIES SURVEYING INC.
TEMPLETON, CALIFORNIA JN 18203



Atascadero City Council

Staff Report – City Manager’s Office

Voter Opinion Survey on Feasibility of Potential Future Tax Ballot Measure

RECOMMENDATION:

Council authorize the Administrative Services Director to appropriate \$25,000 in General Fund Reserves for consulting services with True North Research to conduct a voter opinion survey on the feasibility of a potential future tax ballot measure.

DISCUSSION:

The City Council held a Strategic Planning Workshop January 25 and 26, 2019, to discuss the many issues and concerns throughout the community, determine day-to-day priorities for the City, set goals/objectives, brainstorm creative ways to accomplish these goals/objectives and focus the organization on these priorities, goals and objectives. One of the three priorities identified by Council was fostering financial stability. The Council discussed this focus area at length to clarify their vision and expected outcomes. Utilizing the Council’s newly established Decision Criteria and Strategic Priorities, staff developed an action plan to implement the Council’s goals over the next two-year budget cycle.

On May 15, 2019, Council, staff and public gathered at a special Council meeting to discuss the Draft Action Plan and following clarifications and revisions, the City Council adopted the 2019-2021 Action Plan. Formal adoption of the Action Plan forces the organization to focus on those agreed upon actions that move the community and organization forward on the identified strategic priorities, keeping in mind the City Mission, 10-Year Vision and Decision Criteria.

As part of the strategic priority to foster financial stability, the first action identified in the Action Plan is to consider placing a tax measure on the November 2020 ballot. This action was broken into four parts:

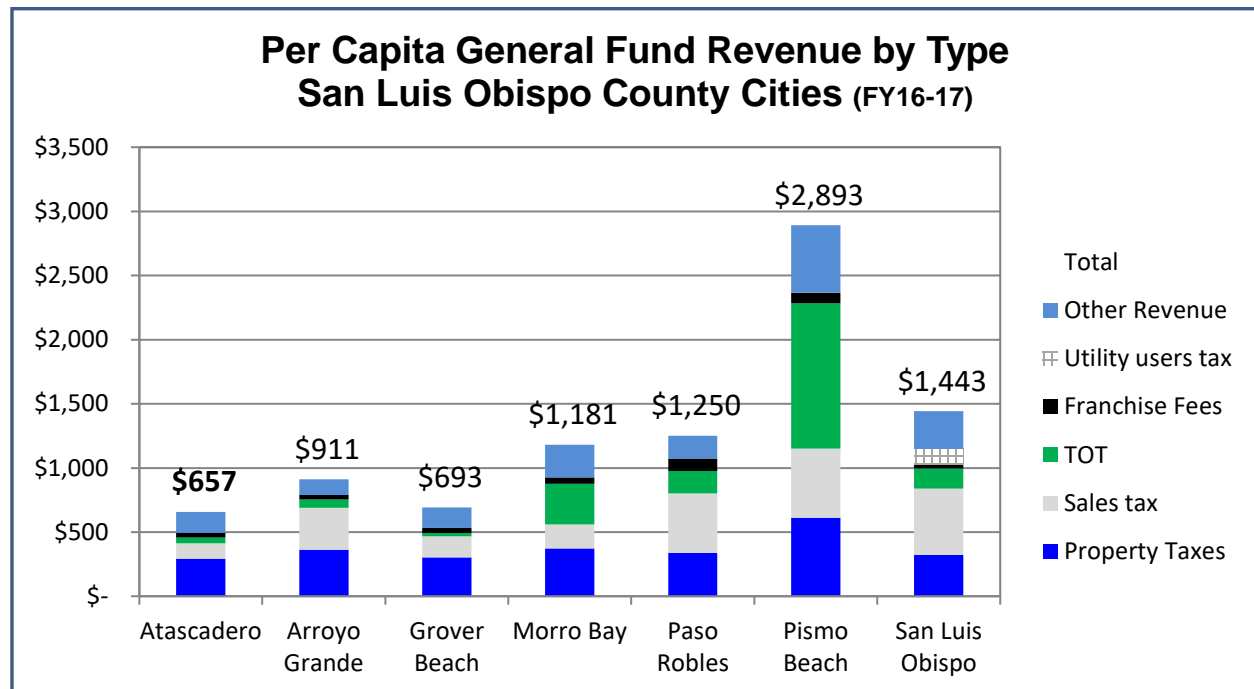
1. Conduct a public outreach campaign to hear about priorities from the community and to educate community members about fiscal realities.
2. Conduct scientific polling to learn community thoughts on priorities, fiscal choices and receptiveness to additional taxes to fund priorities.
3. Explore different types and levels of tax measures to determine which would best be suited for the ballot measure.
4. Hold public hearings and prepare tax measure language.

Conduct a Public Outreach Campaign

Talk on the Block town hall meetings were held in several locations throughout town in May, June and July. At each of these sessions, City staff members gave a brief presentation sharing various facts about the City and each of the departments within the City.

As part of the presentation, City staff discussed the finances of the City and where the City ranks amongst the other cities in the County and State. Atascadero has a population of just over 30,000 people, with a median age of 38.2 years, and contained within the City's 26 square miles there are 11,431 households. According to ClearGov.com, the City of Atascadero spends less per capita on administration than 408 (of the 481) California cities.

Cities do not receive the same amounts in taxes per resident. As shown below, Atascadero receives the lowest revenue per capita in Sales Tax, in Property Tax and in General Fund revenues among all SLO County cities.



The City of Atascadero receives about \$657 per resident in general fund revenues. The City of Paso Robles receives almost double that. Participants at our *Talk on the Block* town hall events came away with a much better understanding of how the City manages resources in a fiscally responsible manner, consistently protecting and stretching our taxpayer's dollars as far as possible. While the City does as much as it can, for as many as it can, as often as it can, unfortunately there is still much to be done and no funding available to do so.

The initial [*Talk on the Block*](#) presentation is available on the City's website (On the home page under *Latest News*) and key information continues to be disseminated to the public through the City's website, City's social media pages, press releases, articles written for the Chamber, and by City staff. Given the reception of the initial *Talk on the Block* meetings and the importance of continued public education, additional *Talk on the Block* meetings are in the works for the upcoming calendar year.

Conduct Scientific Polling

When considering whether to place a ballot measure before the voters, cities generally survey a statistically valid sample of residents to objectively evaluate the viability of passing a local tax measure and to understand voter's preferences for the funds raised by the measure.

Staff contacted professional firms who specialize in public opinion surveys and/or assessing community support through public opinion research and discussed what the City would be looking for in terms of a voter opinion poll/revenue feasibility study. All the firms contacted have extensive experience working for local governments similar to the City and all have worked, or are currently working with jurisdictions in the County of San Luis Obispo. After reviewing the proposals submitted, and speaking with references, staff determined True North Research would best meet the City's needs.

Moving forward with a statistically valid survey will assist the Council in identifying community views on City provided services, the direction of the City and voter support of a potential, future tax measure. True North will provide voter opinion research and revenue measure consulting services to the City. The goal is to use the survey to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local tax measure to provide funding for City services and facilities, as well as identify how to prepare a measure so that it is consistent with the electorate's priorities and sensitivities.

Explore Different Types and Levels of Tax Measures

Local governments must obtain the approval of voters to levy or raise taxes. There are different types of taxes that can be charged by a city. New local government taxes can generally be placed into one of three categories: property taxes to finance debt, general taxes, and special taxes. Each of these categories has different rules regarding voter approval. In order to decide whether or not to move forward with placing a tax measure on the ballot, the City will need to explore the different types and level of taxes that would best suit the needs of the City and would likely be supported by voters.

Successful measures require careful packaging. True North, in close consultation with the City, will design the questionnaire to be used to conduct the survey. The questionnaire will identify the issues that voters feel are most important, how providing additional funding for city projects and services ranks next to other important issues, baseline (natural) support for a measure, the tax rate that voters will support, the specific projects and improvements that voters are most interested in funding with measure proceeds, the information items that shape voter support for a measure, as well as how voter support for a measure may change once voters are exposed to the type of discussion and debate they will undoubtedly encounter during the election cycle. Collectively, this information will allow the team to determine if the City should move forward with a tax measure and, if so, how best to structure the measure to reflect the needs of the City and the priorities of the voters.

Hold Public Hearings and Prepare Tax Measure Language

Should the City determine that moving forward with a tax measure is warranted, the results of the survey will be used to develop clear, resonant ballot language that effectively communicates how measure funds will be used and how accountability will be provided for the use of those funds. As part of the contract, True North will work closely with the City to determine how best to package the measure for voter approval, including advising on the 75-word ballot statement and communication strategies for public hearings regarding the placement of the tax measure on the ballot.

FISCAL IMPACT:

Approving staff recommendations will result in an appropriation of \$25,000 in General Fund reserves toward the City Manager budget for professional services.

ALTERNATIVES:

Council could choose not to appropriate the money and the City Manager would not contract with True North Research for a revenue feasibility study.

ATTACHMENTS:

None.



Atascadero City Council

Staff Report - City Manager's Office

Animal Shelter Services Agreement – Amendment to the Current Animal Services Memorandum of Agreement

RECOMMENDATION:

Council authorize the City Manager to execute Amendment No. 2 to the Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter.

DISCUSSION:

On February 14, 2017, the Council considered whether or not to participate in the new countywide shelter. The new shelter had a shared project budget of \$13,176,500 (total budget of \$14.8M included cost that County would incur) that would be shared proportionately amongst the seven cities and the County. The Council was very concerned with the projected costs of such services, but given a lack of viable alternatives at the time, the Council directed the City Manager to execute the agreement. Because the cost of the facility's construction and operation would have significantly increased the costs to participating cities, the City of Atascadero and the City of Paso Robles jointly continued to explore other options for service delivery.

After further review of the possible alternative options available to the City, including the construction and operation of a new, North County Animal Shelter; and due to the serious nature of the concerns expressed by both council bodies in regards to the terms of the Countywide Agreement, on October 30, 2017 the cities of Paso Robles and Atascadero both delivered official notification to the County and to the other cities within the County, that they were withdrawing from the agreement. Prior to that withdrawal, the City of Arroyo Grande also delivered official notification that they were withdrawing from the agreement. Given the significant financial impact the withdrawal of these three cities would have on the County and the other cities still party to the agreement, the other cities expressed a strong desire for all original parties to the agreement to remain participants in the countywide shelter.

Following the decision to withdraw, the cities of Paso Robles and Atascadero, and the County of San Luis Obispo continued to communicate, meet and work together closely in an attempt to achieve modifications to the countywide shelter agreement that would help alleviate some of the Council's previously expressed concerns and allow the City to

participate in a modified agreement. In late summer of 2018, the County and all cities, including Atascadero, Arroyo Grande and Paso Robles, approved Amendment No. 1 to the MOA. Amendment No. 1 introduced language to help reduce costs to the Cities by requiring that the County pick up the project's first \$1M bringing the shared portion of the project budget to \$12,176,500. The MOA Amendment also required that the County adopt goals and take action steps to achieve targeted reductions in operating costs by reducing animal intakes by 5%, per year, for a five-year period

With approval of Amendment No. 1, the project moved forward and a Request for Statements of Qualifications was issued for Design-Build Entities (D-BEs). Seven D-BEs submitted qualification packets and a Request for Proposal (RFP) was issued to the three top ranking D-BEs.

According to the County, the D-BEs expressed concern with the \$10.1 million Design-Build budget noted in the RFP, referencing the current boom in the building market, shortage of labor, tariffs on materials and needing to adhere to State requirements as reasons why it would be difficult for them to deliver the project within the RFP budget. One D-BE ultimately withdrew from the RFP process. The remaining two proposals were reviewed by the Selection Committee, comprised of County and City representatives. Although the estimated project costs far exceeded the Project budget, the Selection Committee recommended that the County enter into contract negotiations with F&H Construction.

After negotiations with the County, the new total project cost is \$20,348,740 and all parties to the contract are responsible for the shared cost of \$18,999,773. The City's share of the debt service on this \$19M price tag will vary from year to year based on how many animals from Atascadero are sent to the shelter. The formula is as follows:

$$\%Shelter\ Use = \frac{(Party\#\textit{Shelter Services}_{year1} + Party\#\textit{Shelter Services}_{year2} + Party\#\textit{Shelter Services}_{year3})}{(Total\#\textit{Shelter Services}_{year1} + Total\#\textit{Shelter Services}_{year2} + Total\#\textit{Shelter Services}_{year3})}$$

The City's current estimate share of debt service is 15.03% or approximately \$166,000+ annually. Reductions in the number of animals sent to the shelter in comparison to other shelter users would reduce the City's share and conversely increases in the number of animals from Atascadero that arrive at the shelter would increase the City's share. The \$166,000 in annual debt service would be in addition to the approximately \$300,000 currently paid to the County annually for animal services. Based on the research performed in 2017, there are very few if any other viable options for providing animal services to the community. On October 8, 2019 the Council directed staff to develop and implement 6 strategies designed to manage Community Cats and reduce the number of Atascadero cats that are sent to the County animal shelter. Successful implementation of these strategies is hoped to reduce the City's overall share of the debt service on the \$19M shelter.

Approval of Amendment No. 2 by all parties is necessary for the project to continue forward. The County is anticipating taking the Design-Build contract to the Board of Supervisors for award on December 10 and is asking that all parties approve Amendment No. 2 prior to that date.

FISCAL IMPACT:

The proposed changes to the Agreement will increase costs for the City of Atascadero animal shelter to approximately \$166,000 annually.

ALTERNATIVES:

1. Take no action.
2. Provide alternative direction to staff.

ATTACHMENTS:

1. Proposed Amendment No. 2 to the Agreement for Allocation of Construction and Financing Costs
2. Agreement for Allocation of Construction and Financing Costs

AMENDMENT NUMBER 2 TO THE
AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE
COUNTY OF SAN LUIS OBISPO

THIS AMENDMENT No. 2 (“Amendment No. 2”), dated for reference as of December 10, 2019, to the Agreement (defined below), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the “County”), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a “City,” and collectively, the “Cities,” and, together with the County, the “Parties”, or individually “Party”).

RECITALS

The County and each of the Cities previously entered into an Agreement (“Agreement”) for allocation of construction and financing costs for a new Animal Service Shelter at 865 Oklahoma Avenue in San Luis Obispo, California (“Shelter” or “Project”). The Agreement is dated as of February 1, 2017.

The Parties entered into Amendment No. 1 to the Agreement, dated June 5, 2018.

The County provided written notice of increased estimated construction costs to the Cities on July 18, 2019, pursuant to Section 3(a)(ii) of the Agreement.

The Cities approved the additional construction costs in writing, pursuant to Section 3(a)(ii) of the Agreement.

The Parties acknowledge the benefit of collaborative and joint efforts in constructing, financing, and managing the Shelter.

The Parties now enter into this Amendment No. 2 to memorialize the increased estimated construction costs for the Shelter. The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire agreement between the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.

The above Recitals are true and correct.

2. Capital and Financing Costs

- a) The Project construction costs to be shared by the Parties were estimated at the time the Agreement was signed to be Thirteen Million One Hundred Seventy-Six Thousand Five Hundred Dollars (\$13,176,500). Pursuant to Amendment No. 1, the County agreed to reduce the costs allocated to the Cities by \$1 Million, thereby lowering the estimated shared constructions costs to Twelve Million One Hundred Seventy-Six Thousand Five Hundred Dollars (\$12,176,500). Pursuant to this Amendment No. 2, and in consideration of the Design-Build contract amount for the Project, the Project construction costs to be shared by the Parties shall not exceed Eighteen Million Nine Hundred Ninety-Nine Thousand Seven Hundred Seventy-Three Dollars (\$18,999,773).
- b) Estimated financing costs are shown in Attachment A to this Amendment No. 2 and may vary depending on the applicable interest rate and whether there are out of pocket costs to obtain

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

Dated: _____

CITY OF PISMO BEACH

City Clerk

By:

Dated: _____

CITY OF SAN LUIS OBISPO

City Clerk

By:

Exhibit A

to MOA Amendment No. 2

SLO County Animal Services Facility
Financing cost estimates at proposal costs
July 25, 2019 market update

MOU (low end)			Estimated Annual Debt Service at July 25th market update		
Project cost			Scope Cost	\$	20,348,740
			less: County-only Road Costs	\$	(348,967)
County Contribution			less: County Contribution	\$	(1,000,000)
Shared debt			Amount Financed	\$	18,999,773
25yr - 3.5%			Additional Annual Debt Service vs. MOU 25yr - 3.24%		
Agency	Share		low-end		
Arroyo Grande	5.94%	\$ 45,523	\$ 20,231	\$	65,753
Atascadero	15.03%	115,186	51,190		166,376
Grover Beach	3.12%	23,911	10,626		34,537
Morro Bay	2.90%	22,225	9,877		32,102
Paso Robles	18.15%	139,097	61,816		200,913
Pismo Beach	1.19%	9,120	4,053		13,173
San Luis Obispo	10.03%	76,868	34,160		111,028
Unincorporated	43.64%	334,447	148,630		483,077
Avg Annual Payment	100.00%	\$ 766,377	\$ 340,582	\$	1,106,959

AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE
COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT, dated for reference as of February 1, 2017 (the "Agreement"), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the "County"), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties", or individually "Party").

RECITALS

The County and each of the Cities are parties to a separate but similar Contract for Animal Care and Control Services ("Services Contract") effective as of July 1, 2016 and expiring, unless sooner terminated, on June 30, 2019, pursuant to which the County provides animal control services throughout San Luis Obispo County, including within the jurisdictional boundaries of each of the Cities.

In conjunction with and pursuant to the Services Contract, the County operates an existing Animal Services Shelter located at 885 Oklahoma Avenue in San Luis Obispo, California. Owing to the obsolescence of the existing shelter, it is necessary to construct a new Animal Services Shelter ("Shelter" or "Project") as generally described in Exhibit A, at an address preliminarily identified as 865 Oklahoma Avenue, and as generally depicted in Exhibit B ("Shelter Property").

The Parties acknowledge the benefit of collaborative and joint efforts in constructing the Shelter.

The Parties enter into this Agreement to memorialize their participation and corresponding obligations with regards to the allocation and repayment of the construction and financing costs for the Shelter.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.
The above Recitals are true and correct.
2. Estimated Project Construction Costs.
 - a) The Project construction costs, excluding the portion of the Oklahoma Ave./Utility Extension costs to be borne solely by the County, and excluding the County-only costs of the remaining depreciation value of the existing facility, demolition of the existing facility, and land costs, and excluding costs to be shared proportionally only by the Cities, for the Shelter are estimated at this time to be Thirteen Million One Hundred Seventy Six Thousand Five Hundred Dollars (\$13,176,500) as shown in Exhibit D (the "Estimated Project Construction Costs"). The Estimated Project Construction Costs include expenses for soft costs, such as architectural and engineering services; County costs for administration, project management service, environmental review, planning and building fees, and inspections; and hard costs, such as actual construction costs.
 - b) The Estimated Project Construction Costs shall only include those expenses and costs generally described above, which are incurred by the County specifically for the Shelter construction project. Notwithstanding anything to the contrary below, the total Project Costs, as defined in Paragraph 5(a) below shall not exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) without a written amendment to this agreement signed by all Parties.

- c) The Project will be managed as a "Design / Build" project, as approved by the County of San Luis Obispo Board of Supervisors on April 12, 2016.

3. Excess Construction Costs

a) Prior to Authorization for Construction to Begin ("Construction Contract").

- (i) If the County receives information in the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$13,176,500 by less than ten percent (10%), the County shall provide written notice to each member of the Executive Board (as defined in Section 9(b) below) of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Executive Board shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County's notice of the revised construction costs. If any Executive Board member fails to timely approve in writing, the Executive Board shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.
- (ii) If the County receives information as part of the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$14,500,000, the County shall immediately provide written notice to each City of the revised estimated construction costs ("Excess Construction Costs") and confer with the Cities as to whether to authorize the Construction Contract or reject all bids. Each City shall either approve or disapprove the Excess Construction Costs resulting in Estimated Project Construction Costs exceeding \$14,500,000 by written amendment delivered to the County within ninety (90) days after receipt of the County's written amendment. If the decision is to authorize the contract, the County shall prepare and deliver to the Cities a written amendment to this Agreement amending Section 2(b) to increase the not-to-exceed amount. If any City fails to timely approve in writing, the City shall be deemed to have disapproved. Should a City(ies) disapprove the Excess Construction Costs, the County will immediately confer with all Cities in an attempt to reconcile the disagreement. Should the Parties be unable to reach agreement, the measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
- (iii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).

b) Authorization for Construction to Begin

- (i) Upon County's authorization for Construction to begin, total costs for the Project including any incurred or future hard costs, soft costs, contingencies, and other miscellaneous costs related to Shelter construction will be added to the estimated final construction costs ("Estimated Final Construction Costs"). The Estimated Final Construction Costs will not exceed the Estimated Project Construction Costs (or Excess Construction Costs), unless agreed to in writing by all of the Parties in a written amendment to this Agreement. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below

\$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.

- (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- c) After Authorization for Construction to Begin
 - (i) If the County becomes aware, after its authorization for Construction to begin, that the costs of construction will exceed the Estimated Final Construction Costs due to unforeseen or other conditions, the County shall provide written notice, to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. Each City shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County's notice of the revised construction costs. If any City fails to timely approve in writing, the City shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized. No additional construction costs shall be incurred that exceed \$14,500,000 without a written amendment signed by all the Parties. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
 - (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).

4. Financing

- a) County Advance of Funds. The County shall advance funds required to pay for the costs of construction of the Shelter. The County intends to finance the funds it advances, including County in house soft costs.
- i) County Sole Discretion as to Financing Terms. The County, at its sole discretion, shall determine financing terms based on market rates and terms available at the time of financing. The anticipated financing interest rate is estimated to be between 3.5%-5%, based on a 25-year term, see Exhibit D. The County may finance the Estimated Final Construction Costs (hard, soft, design, etc.) for the Shelter in addition to customary out of pocket costs to obtain financing, if any. The County may choose to provide in-house financing, provided the interest rate charged to the Cities does not exceed commercially available rates for like projects and terms of financing are equal to or more favorable to Cities than terms otherwise available to the County.
 - (1) The County will provide notification to the Shelter Executive Board of its intentions regarding external or in-house financing at least 30 days prior to taking action on

financing. Said notification will include final estimates of financing costs and anticipated interest rates.

- (2) Should the Cities desire to have costs identified as “Costs Shared Proportionally by Cities Only” in Exhibit D included in any financing, the Cities shall provide written notification to the County by October 31, 2017. Should all Cities fail to provide written notice, the “Costs Shared Proportionally by Cities Only” will be proportionally allocated to each of the Cities as shown in Exhibit C and billed accordingly, with a payment due date of January 1, 2018.
 - ii) Estimated Project Financing Costs. The financing costs are estimated to range from \$7,556,392 to \$11,618,328, as shown in Exhibit D, depending on the applicable interest rate and whether there are out of pocket costs to obtain financing (collectively “Estimated Project Financing Costs”). If the actual interest rate is higher or lower than that estimated on Exhibit D, the actual financing costs will vary.
5. Total Estimated Project Costs/Total Project Costs.
 - a) The Estimated Final Construction Costs and the Estimated Project Financing Costs are jointly referred to as the Total Estimated Project Costs. Once the Shelter has been constructed and financed, the County will prepare a final cost summary of the actual construction and financing costs incurred by County in connection with the Shelter, excluding any costs that this Agreement expressly provides shall be excluded from the calculation, to establish the total project costs and annual repayment schedule based on the financing. Upon request, a City may review back up material for the summary. After review and adjustment (if any) of the final cost summary by all Parties, the approved final cost summary shall be known as the Total Project Costs. No City shall unreasonably delay or disapprove the Total Project Costs.
6. Allocation of Total Project Costs.
 - (a) Allocation Based on Percentage of Shelter Use. Each Party shall pay its share of the Total Project Costs, based on the annual repayment schedule associated with the financing. Each Party’s share shall be based upon that individual Party’s percentage of shelter use. Shelter use is defined as the number of shelter services (impounds, quarantines, animal surrenders, confiscations, euthanasia requests, etc.) originating from, or requested by, an individual Party’s jurisdiction and/or its residents. Each Party’s share shall be determined annually by the County as part of their normal record keeping processes. The individual Party’s shelter use percentage shall be calculated using the total number of shelter services allocated to an individual Party over the preceding three full fiscal year periods, divided by the total number of all shelter services provided to all Parties over the same preceding three full fiscal year periods.
$$\%Shelter\ Use = \frac{(Party\#Shelter\ Services_{Year1} + Party\#Shelter\ Services_{Year2} + Party\#Shelter\ Services_{Year3})}{(Total\#Shelter\ Services_{Year1} + Total\#Shelter\ Services_{Year2} + Total\#Shelter\ Services_{Year3})}$$

Exhibit C indicates the percentage of each Party's actual use of the existing Animal Services shelter for the Fiscal Years 2013-14, 2014-15, and 2015-16. Adjustments to each Party’s annual allocation of Total Project Costs shall be adjusted annually based on the previous 3-year trailing average of the percentages of shelter use.
 - b) Reallocation in the Event of Withdrawal or Termination. In the event that a Party withdraws or terminates under Section 8 below, the allocation of each Party’s share of Total Project Costs shall be adjusted upward for the remaining parties for the subsequent calendar year. The annual calculation and any associated adjustments shall be made by December 31st of each year and shall be due on July 1st of the next fiscal year.

7. Use of Shelter

- a) The Shelter shall only be used as an Animal Services facility. No other County department or agency or other person or entity shall use any portion of the Shelter without the prior written consent of the Operations Committee (as defined in Section 9 (a) below). Such use shall be accompanied by the payment of an appropriate rental charge.

8. Termination and Withdrawal

- a) Withdrawal Prior to Authorization of Construction/Payment of Allocation of Soft Costs.
 - i) Any Party may withdraw from this Agreement prior to County's authorization of the Construction to begin by giving a minimum of one (1) year's written notice to all Parties and by payment of its share, based on the allocation set forth in Section 6, above, of costs incurred by County prior to date of receipt of notice of withdrawal. Notice shall be deemed received on the date of personal delivery, or if mailed by U.S. mail, five (5) days after date of mailing. Such costs shall be reasonably determined by County and a majority of the Parties of the Executive Board, excluding any Party(ies) electing to withdraw. Any withdrawing Party shall pay its share by the effective date of its withdrawal. A withdrawing Party who withdraws prior to October 31, 2017 shall not be required to pay any portion of financing costs, regardless of whether outside financing or in-house County financing is ultimately provided. Any payment of soft or hard costs by a withdrawing Party shall be deleted from the amount to be financed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- b) Withdrawal After Construction Begins /Payment of Allocation.
 - i) Any Party may withdraw from this Agreement after the County's authorization of construction begin, by providing a minimum of one (1) year's written notice to all of the other Parties and prepaying its entire allocation of the Total Project Costs by the effective date of its withdrawal. If a Party withdraws from this Agreement prior to October 31, 2017, any estimated financing costs shall be deducted from the Total Project Costs before calculating the withdrawing Party's Total Project Costs share. If County provides in-house financing, any finance or interest charge accruing or payable after the withdrawal shall be deducted from the Total Project Costs before calculating the withdrawing Party's share of the Total Project Costs. Withdrawal from the Agreement shall be effective as of December 31 of the year stated in the written notice. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- c) The County shall not terminate a City's access to or use of the Shelter if the City is not in default of its payment obligations. For the purposes of this Agreement, a City shall be deemed to be in default if said City is sixty (60) calendar days or more in arrears on any payment required under this Agreement.
 - (i) Should the County desire to terminate a City's access or use of the Shelter for default of its payment obligations, the County shall include any non-defaulted Cities, at the non-defaulted Cities' sole discretion, in negotiations with the defaulted City, prior to their termination.
 - (ii) The County shall retain final decision authority to terminate any City's access to or use of the Shelter for default of said City's payment obligations.

9. Termination for Government Non-appropriation

- a) For each annual payment any City may owe related to repayment of the Total Project Costs as defined herein, whether a proportionate annual payment or lump sum payment pursuant to, but not limited to, provisions 4, 5, 6 and 8 of this Agreement, Cities represent and

warrant: that they have appropriated and budgeted the necessary funds to make all necessary payments required pursuant to this Agreement for the remainder of the fiscal year in which this Agreement commences, if any; and that it currently intends to make further payments for the full term of this Agreement as scheduled in the above enumerated provisions if funds are appropriated for such payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Cities reasonably believe that moneys in an amount sufficient to make all payments can and will lawfully be appropriated therefor. Cities will direct the persons in charge of their budget requests to include the subject payments required under this Agreement payable during each fiscal year in the budget request presented to Cities' governing body for such fiscal year; provided, that Cities' governing body retains authority within their sole discretion to approve or reject any such budget request. All payments shall be payable out of legally available revenues of Cities appropriated therefore. County agrees that no payment or obligation under this Agreement will be a general obligation of Cities and no payment herein shall constitute a pledge of either the full faith and credit of Cities or the taxing power of Cities.

- b) If Cities' governing body fails to appropriate sufficient funds in any fiscal year for annual payments under this Agreement, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then the Non-Appropriating City shall give County immediate notice of such Non-Appropriation Event and provide written evidence of such failure by the City's Governing Body; and this Agreement shall terminate as to the City giving notice of a Non-Appropriation Event without penalty or costs to that City, provided that the City shall pay all payments and other amounts payable under this Agreement for which funds have been appropriated by the City's governing body.

10. Animal Shelter Operations

- a) An Operations Committee comprised of the County's Health Agency Director or his/her designee and a subset of City Managers or their designees shall be formed. At their sole discretion, all Parties may be represented on the Operations Committee.
- b) An Executive Board composed of the County Administrative Officer (CAO) and a subset of the City Managers (2-3) for each of the Cities, or their designees, shall consider significant policy or budget changes and make recommendations prior to policy implementation or budget adoption for the Shelter.
- c) The Executive Board meetings shall be held as needed and in conjunction with the existing monthly City Manager/CAO meeting. At a minimum, "*Animal Services*" shall be a standing item that is considered twice in a calendar year. While any Party may request that "*Animal Services*" be added to the agenda of any City Manager/CAO monthly meeting, it will be the responsibility of the chair of the meeting to ensure *Animal Services* is placed on the agenda and satisfies the minimum number of meetings required by this Agreement.
- d) If the City Managers' recommendation is different from that of the CAO on budget or policy matters, the County shall include the City Managers' recommendation in any related staff report to the Board of Supervisors and provide a summary of the nature of any disagreement.
- e) Final policy and budgetary authority for Shelter operations reside with the County Board of Supervisors.
- f) Future Services Contracts shall be for 3-year terms.
- g) If a City chooses to provide its own field services, it must provide to all Parties, a one (1) year's written notice of its intent to provide its own services and to terminate, or (if applicable) not to

renew, its Services Contract with the County, except as otherwise expressly provided in its Services Contract with the County,

- h) Service Contracts shall be separate from the Parties' obligations to finance and pay their proportional and allocated shares of Total Project Costs for the Shelter.
- i) The County's repayment obligation of its share of the Total Project Costs shall not be included in the calculation of the Shelter's operating costs. The County shall charge no rent for the Shelter or Shelter Property or otherwise attempt to obtain compensation from the Cities for those items identified in Appendix D as "County Only Costs".
- j) Any City shall have the ability to provide its own separate field services. The costs for accessing the Shelter shall be reasonably determined by the County after consulting with the Executive Board and shall only be for the fair share reasonable operating costs for Shelter operations.
- k) Any City that elects to not participate in Shelter Total Project Costs shall immediately cease as a Party to this Agreement and the County shall not be required to provide any animal services to such City. Such City shall be required to provide its own animal services and shelter, in accordance with all applicable laws and statutes, effective on a date mutually agreed to by the City and the County. If the City and the County are unable to mutually agree to a date, termination will be effective upon the expiration of the City's existing Service Contract or the date a Certificate of Occupancy is issued for the new Shelter, whichever occurs first.

11. Animal Shelter Planning

- a) The Parties agree to form an ad-hoc value engineering team consisting of up to three (3) City representatives and a minimum of two (2) County representatives. City representatives shall fully participate with the County to assist with investigating and identifying the most effective and efficient methods to construct a Shelter that meets all Parties' existing and future animal service's needs. The value engineering team shall meet as needed and provide input with architects, designers, construction managers, and engineers during the development of plans and specifications for the Shelter.
- b) Prior to the authorization of the Construction Contract, the Executive Board shall be presented project plans and estimated budgets, and provide a recommendation that will be included in the CAO staff report to approve the contract by the Board of Supervisors.

12. Effective Date

- a) Except as set forth above, this Agreement shall be effective for the period from January 5, 2017 until each Party has made the last payment required under Section 6 or, if applicable, Section 8, of this Agreement

13. Entire Agreement

- a) This is the entire agreement among the Parties with respect to the Project and supersedes any prior written or oral agreements with respect to the Project. In the event of a conflict between the terms of this Agreement and the Services Contract, the terms of this Agreement shall prevail.

14. Assignability

- a) Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the written consent of all Parties.

15. Notices

- a) Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, directed to the County Administrative Officer and County Counsel, and to the City Manager or City Administrative Officer and City Attorney of each City.

16. Audit

- a) The Cities may inspect and/or audit all records and other written materials used by County in preparing the Total Project Costs and annual invoices to each City.

17. Good Faith Efforts

- a) The Parties shall each act in good faith in performing their respective obligations as set forth in this Agreement and shall work diligently to maintain their longstanding cooperative relationships.

18. Amendment

- a) This Agreement may only be amended in writing, signed by all Parties.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound to the obligations stated herein, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: 2-28-2017

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

CITY OF ATASCADERO

By: Rachelle Pickard, City Manager

CITY OF ARROYO GRANDE

By: _____

CITY OF GROVER BEACH

By: _____

CITY OF MORRO BAY

By: _____

CITY OF PASO ROBLES

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

By:

CITY OF PISMO BEACH

By:

CITY OF SAN LUIS OBISPO

By:

EXHIBIT A

Animal Services Facility

The quantities listed below were derived from a review of the existing Animal Services facility, the 2010 *"Needs Assessment, Feasibility, and Building Program Study"* by Shelter Planners of America, and meetings with Animal Services Manager Eric Anderson.

Building Floor Area:	16,000 square feet
Outdoor Runs:	3,000
Incinerator, Cold Storage:	2,000
Sally Port, Truck Wash, Truck Parking (8 trucks):	4,200
Disaster Response Equipment:	1,200
Visitor Parking (15 spaces):	5,300
Staff Parking (20 spaces):	7,000
Large Animal Pens:	27,000
Subtotal:	65,700
Additional 20% for Circulation, Landscaping:	13,140

TOTAL: 78,840 square feet

EXHIBIT B



LEGEND

■■■■■ SITE BOUNDARY

SAN LUIS OBISPO COUNTY OPERATIONS CENTER
PHASE 1 MASTER PLAN

EXHIBIT C

Cities	City Name	(Number of Shelter Service Provided)						Total	Percent
		2013-14		2014-15		2015-16			
		Full Yr.		Full Yr.		Full Yr.			
1	Arroyo Grande	286	7%	427	11%	291	8%	1,004	8.39%
2	Atascadero	476	12%	600	15%	643	17%	1,719	14.37%
3	Grover Beach	167	4%	142	4%	135	4%	444	3.71%
4	Morro Bay	126	3%	143	4%	118	3%	387	3.23%
5	Paso Robles	724	18%	734	18%	792	21%	2,250	18.81%
6	Pismo Beach	57	1%	61	2%	54	1%	172	1.44%
	San Luis								
7	Obispo	482	12%	486	12%	479	12%	1,447	12.09%
99	Unincorporated	1,745	43%	1,464	36%	1,332	35%	4,541	37.96%
		4,063		4,057		3,844		11,964	100.00%

EXHIBIT D

	Initial Estimate (a)	County-Only Costs (b)	Estimated Costs after County-Only costs (a-b)	Costs Shared Proportionally by Cities Only (c)	"Estimated Project Construction Costs" (a-b-c)
BUILDING & SITE HARD COSTS					
Construction (Building & Site Improvements)	\$ 7,840,000		\$ 7,840,000		\$ 7,840,000
Construction Contingency	836,500		836,500		836,500
Oklahoma Ave./ Utility Extension	525,000	348,967	176,033	176,033	
BLDG & SITE HARD COSTS SUBTOTAL:	9,201,500	348,967	8,852,533	176,033	8,676,500
INTERIOR HARD COSTS					
Fixtures, Furniture & Equipment	400,000		400,000		400,000
Telephone/Data/Security	160,000		160,000		160,000
INTERIOR HARD COSTS SUBTOTAL:	560,000		560,000		560,000
HARD COSTS SUBTOTAL:	9,761,500	348,967	9,412,533	176,033	9,236,500
SOFT COSTS					
ADMINISTRATION					
County Administration & Project Management	500,000		500,000		500,000
PROFESSIONAL SERVICES					
Architectural/Engineering Design Consultants	920,000		920,000		920,000
Construction Management	450,000		450,000		450,000
Testing & Inspection	310,000		310,000		310,000
Surveys, Geotech., Env. Mitigation	250,000		250,000		250,000
Permits & Fees	105,000		105,000		105,000
Storm Water Pollution Prevention Plan	170,000		170,000		170,000
MISCELLANEOUS					
Project Development Contingency	650,000		650,000		650,000
Escalation	585,000		585,000		585,000
SOFT COSTS SUBTOTAL:	3,940,000		3,940,000		3,940,000
OTHER COSTS					
Remaining depreciation value of existing facility	168,800	168,800			
Demolition of existing facility	200,000	200,000			
Land Cost (2 acres)	737,500	737,500			
OTHER COSTS SUBTOTAL:	1,106,300	1,106,300			
	\$ 14,807,800	\$ 1,455,267	\$ 13,352,533	\$ 176,033	\$ 13,176,500
Financing Costs- Low end estimate					
Estimated Project Construction Costs					\$ 13,176,500
Estimated Project Financing Costs @ 3.5%					\$ 7,556,392
Annual Debt Service					\$ 829,316
Financing Costs- High end estimate					
Estimated Project Construction Costs plus 10%					\$ 14,494,150
Estimated Project Financing Costs @ 5.0%					\$ 11,618,328
Annual Debt Service					\$ 1,044,499

AMENDMENT NUMBER 1 TO THE
AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE
COUNTY OF SAN LUIS OBISPO

THIS AMENDMENT ("Amendment"), dated for reference as of June 5, 2018, to the Agreement (defined below), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the "County"), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties", or individually "Party").

RECITALS

The County and each of the Cities previously entered into an Agreement ("Agreement") for allocation of construction and financing costs for a new Animal Service Shelter at 865 Oklahoma Avenue in San Luis Obispo, California ("Shelter" or "Project"). The Agreement was dated as of February 1, 2017.

The Parties acknowledge the benefit of collaborative and joint efforts in constructing, financing, and managing the Shelter.

The Parties enter into this Amendment to memorialize changes regarding the Parties' participation and corresponding obligations with regard to the management and allocation of construction and financing costs for the Shelter.

This Amendment memorializes the Parties' joint commitment to collaboratively address and resolve the issue of rising costs for animal services. The Parties recognize that the operating philosophy and operating model by which the shelter has been operated is not the model that will best serve the Parties going forward.

The model going forward views all parties as partners, and is based on the needs of all Parties, with all Parties being incentivized to find creative ways to reduce the costs of those services. The model going forward also demonstrates the County's commitment to seeking opportunities to be more nimble, and open to change.

The Agreement and this Amendment represent the entire agreement between the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.

The above Recitals are true and correct.

2. Capital and Financing Costs

a) The Project construction costs to be shared by the Parties were estimated at the time the Agreement was signed to be Thirteen Million One Hundred Seventy Six Thousand Five Hundred Dollars (\$13,176,500). Pursuant to this Amendment, the County shall reduce the costs allocated to the Cities as follows:

- i. The County will solely pay the first one million dollars (\$1,000,000) of the project, moving \$1,000,000 in shared Estimated Project Construction Costs in Exhibit D to County-Only Costs.

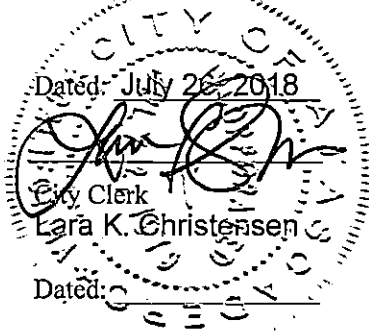
- ii. The shared Estimated Project Construction Costs will thereby be reduced to Twelve Million One Hundred Seventy Six Thousand Five Hundred Dollars (\$12,176,500).
 - b) The County further agrees to pass through any financing costs to the Cities with no additional points, administrative fees, or charges.
 - c) After all construction and related financing costs are retired, the Parties then participating in the Shelter program may continue their joint use of the Shelter for the life of the building, at no additional capital or financing costs.
3. Animal Shelter Operations
- a) Shared Governance. The Parties agree that further clarification of the intended shared governance model is appropriate. The intent of the Operations Committee and the Executive Board created by the Agreement is to ensure all Shelter policies and operations reflect the needs of all Parties and equitably benefit all Parties. The Operations Committee and the Executive Board are authorized to ensure the policies and operations of field services policies and operations also reflect the needs of all Parties and equitably benefit all Parties. Any conflicts that cannot be successfully resolved by the Operations Committee or the Executive Board will be addressed by a 5-person ad hoc committee, comprised of County Supervisors and City Mayors.
 - b) Targeted Reductions in Operation Costs. The County agrees to adopt goals and take action steps to reduce animal intakes and total animal nights by an average of five percent (5%) per year for the next five (5) years. The resulting cost savings will be shared by all parties in accordance with the Animal Care and Control Services contract in place at the time. The targeted reductions are to be accomplished primarily by reducing the need for services and the costs of those services, not by reducing or denying needed services. Steps undertaken may include, but are not limited to:
 - i. Targeted education campaigns
 - ii. Pro-active and targeted programs such as catch, spay/neuter, and release programs
 - iii. Pro-active licensing and licensing enforcement
 - iv. Community-based approaches that involve the community in activities and donations
 - v. Active pursuit of grants and donations
 - vi. User fees set at a strategic level to minimize subsidy from general taxes.
 - c) Cost Benefit Analysis. The County agrees to undertake a cost/benefit analysis related to services and operations of the Shelter and present the findings to the Operations Committee. The County will also propose needed actions to the Operations Committee and, as necessary, the Executive Board, and implement changes identified and agreed to by the Parties to achieve reductions in operating costs.
4. Client Services Approach
- a) Working collaboratively with the Operations Committee and Executive Board, the County agrees to adopt a client-oriented services approach for Shelter operations. Elements of this approach may include, but are not limited to:
 - i. Mobile spay/neuter programs
 - ii. Pet owner education programs
 - iii. Outreach to constituents
 - iv. Offering micro-chipping
5. Kennel Permits
- a) The County will not issue kennel permits inside city limits without written approval of that city.
6. In the event of a conflict between the terms of the Agreement and the Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board



City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

CITY OF ATASCADERO

By: 
Rachelle Rickard
City Manager

CITY OF ARROYO GRANDE

By: _____

CITY OF GROVER BEACH

By: _____

CITY OF MORRO BAY

By: _____

CITY OF PASO ROBLES

By: _____

CITY OF PISMO BEACH

By: _____

Dated: _____

CITY OF SAN LUIS OBISPO

City Clerk

By:

AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE
COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT, dated for reference as of February 1, 2017 (the "Agreement"), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the "County"), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties", or individually "Party").

RECITALS

The County and each of the Cities are parties to a separate but similar Contract for Animal Care and Control Services ("Services Contract") effective as of July 1, 2016 and expiring, unless sooner terminated, on June 30, 2019, pursuant to which the County provides animal control services throughout San Luis Obispo County, including within the jurisdictional boundaries of each of the Cities.

In conjunction with and pursuant to the Services Contract, the County operates an existing Animal Services Shelter located at 885 Oklahoma Avenue in San Luis Obispo, California. Owing to the obsolescence of the existing shelter, it is necessary to construct a new Animal Services Shelter ("Shelter" or "Project") as generally described in Exhibit A, at an address preliminarily identified as 865 Oklahoma Avenue, and as generally depicted in Exhibit B ("Shelter Property").

The Parties acknowledge the benefit of collaborative and joint efforts in constructing the Shelter.

The Parties enter into this Agreement to memorialize their participation and corresponding obligations with regards to the allocation and repayment of the construction and financing costs for the Shelter.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.

The above Recitals are true and correct.

2. Estimated Project Construction Costs.

- a) The Project construction costs, excluding the portion of the Oklahoma Ave./Utility Extension costs to be borne solely by the County, and excluding the County-only costs of the remaining depreciation value of the existing facility, demolition of the existing facility, and land costs, and excluding costs to be shared proportionally only by the Cities, for the Shelter are estimated at this time to be Thirteen Million One Hundred Seventy Six Thousand Five Hundred Dollars (\$13,176,500) as shown in Exhibit D (the "Estimated Project Construction Costs"). The Estimated Project Construction Costs include expenses for soft costs, such as architectural and engineering services; County costs for administration, project management service, environmental review, planning and building fees, and inspections; and hard costs, such as actual construction costs.
- b) The Estimated Project Construction Costs shall only include those expenses and costs generally described above, which are incurred by the County specifically for the Shelter construction project. Notwithstanding anything to the contrary below, the total Project Costs, as defined in Paragraph 5(a) below shall not exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) without a written amendment to this agreement signed by all Parties.

- c) The Project will be managed as a "Design / Build" project, as approved by the County of San Luis Obispo Board of Supervisors on April 12, 2016.

3. Excess Construction Costs

- a) Prior to Authorization for Construction to Begin ("Construction Contract").
- (i) If the County receives information in the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$13,176,500 by less than ten percent (10%), the County shall provide written notice to each member of the Executive Board (as defined in Section 9(b) below) of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Executive Board shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County's notice of the revised construction costs. If any Executive Board member fails to timely approve in writing, the Executive Board shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.
 - (ii) If the County receives information as part of the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$14,500,000, the County shall immediately provide written notice to each City of the revised estimated construction costs ("Excess Construction Costs") and confer with the Cities as to whether to authorize the Construction Contract or reject all bids. Each City shall either approve or disapprove the Excess Construction Costs resulting in Estimated Project Construction Costs exceeding \$14,500,000 by written amendment delivered to the County within ninety (90) days after receipt of the County's written amendment. If the decision is to authorize the contract, the County shall prepare and deliver to the Cities a written amendment to this Agreement amending Section 2(b) to increase the not-to-exceed amount. If any City fails to timely approve in writing, the City shall be deemed to have disapproved. Should a City(ies) disapprove the Excess Construction Costs, the County will immediately confer with all Cities in an attempt to reconcile the disagreement. Should the Parties be unable to reach agreement, the measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
 - (iii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- b) Authorization for Construction to Begin
- (i) Upon County's authorization for Construction to begin, total costs for the Project including any incurred or future hard costs, soft costs, contingencies, and other miscellaneous costs related to Shelter construction will be added to the estimated final construction costs ("Estimated Final Construction Costs"). The Estimated Final Construction Costs will not exceed the Estimated Project Construction Costs (or Excess Construction Costs), unless agreed to in writing by all of the Parties in a written amendment to this Agreement. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below \$14,500,000 and in no such event

shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.

- (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).

c) After Authorization for Construction to Begin

- (i) If the County becomes aware, after its authorization for Construction to begin, that the costs of construction will exceed the Estimated Final Construction Costs due to unforeseen or other conditions, the County shall provide written notice, to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. Each City shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County's notice of the revised construction costs. If any City fails to timely approve in writing, the City shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized. No additional construction costs shall be incurred that exceed \$14,500,000 without a written amendment signed by all the Parties. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
- (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).

4. Financing

- a) County Advance of Funds. The County shall advance funds required to pay for the costs of construction of the Shelter. The County intends to finance the funds it advances, including County in house soft costs.
- i) County Sole Discretion as to Financing Terms. The County, at its sole discretion, shall determine financing terms based on market rates and terms available at the time of financing. The anticipated financing interest rate is estimated to be between 3.5%-5%, based on a 25-year term, see Exhibit D. The County may finance the Estimated Final Construction Costs (hard, soft, design, etc.) for the Shelter in addition to customary out of pocket costs to obtain financing, if any. The County may choose to provide in-house financing, provided the interest rate charged to the Cities does not exceed commercially available rates for like projects and terms of financing are equal to or more favorable to Cities than terms otherwise available to the County.
- (1) The County will provide notification to the Shelter Executive Board of its intentions regarding external or in-house financing at least 30 days prior to taking action on

financing. Said notification will include final estimates of financing costs and anticipated interest rates.

- (2) Should the Cities desire to have costs identified as "Costs Shared Proportionally by Cities Only" in Exhibit D included in any financing, the Cities shall provide written notification to the County by October 31, 2017. Should all Cities fail to provide written notice, the "Costs Shared Proportionally by Cities Only" will be proportionally allocated to each of the Cities as shown in Exhibit C and billed accordingly, with a payment due date of January 1, 2018.
 - ii) Estimated Project Financing Costs. The financing costs are estimated to range from \$7,556,392 to \$11,618,328, as shown in Exhibit D, depending on the applicable interest rate and whether there are out of pocket costs to obtain financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Exhibit D, the actual financing costs will vary.
5. Total Estimated Project Costs/Total Project Costs.
 - a) The Estimated Final Construction Costs and the Estimated Project Financing Costs are jointly referred to as the Total Estimated Project Costs. Once the Shelter has been constructed and financed, the County will prepare a final cost summary of the actual construction and financing costs incurred by County in connection with the Shelter, excluding any costs that this Agreement expressly provides shall be excluded from the calculation, to establish the total project costs and annual repayment schedule based on the financing. Upon request, a City may review back up material for the summary. After review and adjustment (if any) of the final cost summary by all Parties, the approved final cost summary shall be known as the Total Project Costs. No City shall unreasonably delay or disapprove the Total Project Costs.
6. Allocation of Total Project Costs.
 - (a) Allocation Based on Percentage of Shelter Use. Each Party shall pay its share of the Total Project Costs, based on the annual repayment schedule associated with the financing. Each Party's share shall be based upon that individual Party's percentage of shelter use. Shelter use is defined as the number of shelter services (impounds, quarantines, animal surrenders, confiscations, euthanasia requests, etc.) originating from, or requested by, an individual Party's jurisdiction and/or its residents. Each Party's share shall be determined annually by the County as part of their normal record keeping processes. The individual Party's shelter use percentage shall be calculated using the total number of shelter services allocated to an individual Party over the preceding three full fiscal year periods, divided by the total number of all shelter services provided to all Parties over the same preceding three full fiscal year periods.
$$\%Shelter\ Use = \frac{(Party\#Shelter\ Services_{Year1} + Party\#Shelter\ Services_{Year2} + Party\#Shelter\ Services_{Year3})}{(Total\#Shelter\ Services_{Year1} + Total\#Shelter\ Services_{Year2} + Total\#Shelter\ Services_{Year3})}$$

Exhibit C indicates the percentage of each Party's actual use of the existing Animal Services shelter for the Fiscal Years 2013-14, 2014-15, and 2015-16. Adjustments to each Party's annual allocation of Total Project Costs shall be adjusted annually based on the previous 3-year trailing average of the percentages of shelter use.
 - b) Reallocation in the Event of Withdrawal or Termination. In the event that a Party withdraws or terminates under Section 8 below, the allocation of each Party's share of Total Project Costs shall be adjusted upward for the remaining parties for the subsequent calendar year. The annual calculation and any associated adjustments shall be made by December 31st of each year and shall be due on July 1st of the next fiscal year.

7. Use of Shelter

- a) The Shelter shall only be used as an Animal Services facility. No other County department or agency or other person or entity shall use any portion of the Shelter without the prior written consent of the Operations Committee (as defined in Section 9 (a) below). Such use shall be accompanied by the payment of an appropriate rental charge.

8. Termination and Withdrawal

- a) Withdrawal Prior to Authorization of Construction/Payment of Allocation of Soft Costs.
 - i) Any Party may withdraw from this Agreement prior to County's authorization of the Construction to begin by giving a minimum of one (1) year's written notice to all Parties and by payment of its share, based on the allocation set forth in Section 6, above, of costs incurred by County prior to date of receipt of notice of withdrawal. Notice shall be deemed received on the date of personal delivery, or if mailed by U.S. mail, five (5) days after date of mailing. Such costs shall be reasonably determined by County and a majority of the Parties of the Executive Board, excluding any Party(ies) electing to withdraw. Any withdrawing Party shall pay its share by the effective date of its withdrawal. A withdrawing Party who withdraws prior to October 31, 2017 shall not be required to pay any portion of financing costs, regardless of whether outside financing or in-house County financing is ultimately provided. Any payment of soft or hard costs by a withdrawing Party shall be deleted from the amount to be financed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- b) Withdrawal After Construction Begins /Payment of Allocation.
 - i) Any Party may withdraw from this Agreement after the County's authorization of construction begin, by providing a minimum of one (1) year's written notice to all of the other Parties and prepaying its entire allocation of the Total Project Costs by the effective date of its withdrawal. If a Party withdraws from this Agreement prior to October 31, 2017, any estimated financing costs shall be deducted from the Total Project Costs before calculating the withdrawing Party's Total Project Costs share. If County provides in-house financing, any finance or interest charge accruing or payable after the withdrawal shall be deducted from the Total Project Costs before calculating the withdrawing Party's share of the Total Project Costs. Withdrawal from the Agreement shall be effective as of December 31 of the year stated in the written notice. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- c) The County shall not terminate a City's access to or use of the Shelter if the City is not in default of its payment obligations. For the purposes of this Agreement, a City shall be deemed to be in default if said City is sixty (60) calendar days or more in arrears on any payment required under this Agreement.
 - (i) Should the County desire to terminate a City's access or use of the Shelter for default of its payment obligations, the County shall include any non-defaulted Cities, at the non-defaulted Cities' sole discretion, in negotiations with the defaulted City, prior to their termination.
 - (ii) The County shall retain final decision authority to terminate any City's access to or use of the Shelter for default of said City's payment obligations.

9. Animal Shelter Operations

- a) An Operations Committee comprised of the County's Health Agency Director or his/her designee and a subset of City Managers or their designees shall be formed. At their sole discretion, all Parties may be represented on the Operations Committee.

- b) An Executive Board composed of the County Administrative Officer (CAO) and a subset of the City Managers (2-3) for each of the Cities, or their designees, shall consider significant policy or budget changes and make recommendations prior to policy implementation or budget adoption for the Shelter.
- c) The Executive Board meetings shall be held as needed and in conjunction with the existing monthly City Manager/CAO meeting. At a minimum, "*Animal Services*" shall be a standing item that is considered twice in a calendar year. While any Party may request that "*Animal Services*" be added to the agenda of any City Manager/CAO monthly meeting, it will be the responsibility of the chair of the meeting to ensure *Animal Services* is placed on the agenda and satisfies the minimum number of meetings required by this Agreement.
- d) If the City Managers' recommendation is different from that of the CAO on budget or policy matters, the County shall include the City Managers' recommendation in any related staff report to the Board of Supervisors and provide a summary of the nature of any disagreement.
- e) Final policy and budgetary authority for Shelter operations reside with the County Board of Supervisors.
- f) Future Services Contracts shall be for 3-year terms.
- g) If a City chooses to provide its own field services, it must provide to all Parties, a one (1) year's written notice of its intent to provide its own services and to terminate, or (if applicable) not to renew, its Services Contract with the County, except as otherwise expressly provided in its Services Contract with the County,
- h) Service Contracts shall be separate from the Parties' obligations to finance and pay their proportional and allocated shares of Total Project Costs for the Shelter.
- i) The County's repayment obligation of its share of the Total Project Costs shall not be included in the calculation of the Shelter's operating costs. The County shall charge no rent for the Shelter or Shelter Property or otherwise attempt to obtain compensation from the Cities for those items identified in Appendix D as "County Only Costs".
- j) Any City shall have the ability to provide its own separate field services. The costs for accessing the Shelter shall be reasonably determined by the County after consulting with the Executive Board and shall only be for the fair share reasonable operating costs for Shelter operations.
- k) Any City that elects to not participate in Shelter Total Project Costs shall immediately cease as a Party to this Agreement and the County shall not be required to provide any animal services to such City. Such City shall be required to provide its own animal services and shelter, in accordance with all applicable laws and statutes, effective on a date mutually agreed to by the City and the County. If the City and the County are unable to mutually agree to a date, termination will be effective upon the expiration of the City's existing Service Contract or the date a Certificate of Occupancy is issued for the new Shelter, whichever occurs first.

10. Animal Shelter Planning

- a) The Parties agree to form an ad-hoc value engineering team consisting of up to three (3) City representatives and a minimum of two (2) County representatives. City representatives shall fully participate with the County to assist with investigating and identifying the most effective and efficient methods to construct a Shelter that meets all Parties' existing and future animal service's needs. The value engineering team shall meet as needed and provide input with architects, designers, construction managers, and engineers during the development of plans and specifications for the Shelter.
- b) Prior to the authorization of the Construction Contract, the Executive Board shall be presented project plans and estimated budgets, and provide a recommendation that will be included in the CAO staff report to approve the contract by the Board of Supervisors.

11. Effective Date

- a) Except as set forth above, this Agreement shall be effective for the period from January 5, 2017 until each Party has made the last payment required under Section 6 or, if applicable, Section 8, of this Agreement

12. Entire Agreement

- a) This is the entire agreement among the Parties with respect to the Project and supersedes any prior written or oral agreements with respect to the Project. In the event of a conflict between the terms of this Agreement and the Services Contract, the terms of this Agreement shall prevail.

13. Assignability

- a) Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the written consent of all Parties.

14. Notices

- a) Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, directed to the County Administrative Officer and County Counsel, and to the City Manager or City Administrative Officer and City Attorney of each City.

15. Audit

- a) The Cities may inspect and/or audit all records and other written materials used by County in preparing the Total Project Costs and annual invoices to each City.

16. Good Faith Efforts

- a) The Parties shall each act in good faith in performing their respective obligations as set forth in this Agreement and shall work diligently to maintain their longstanding cooperative relationships.

17. Amendment

- a) This Agreement may only be amended in writing, signed by all Parties.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound to the obligations stated herein, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

Dated: _____

CITY OF PISMO BEACH

City Clerk

By:

Dated: _____

CITY OF SAN LUIS OBISPO

City Clerk

By:

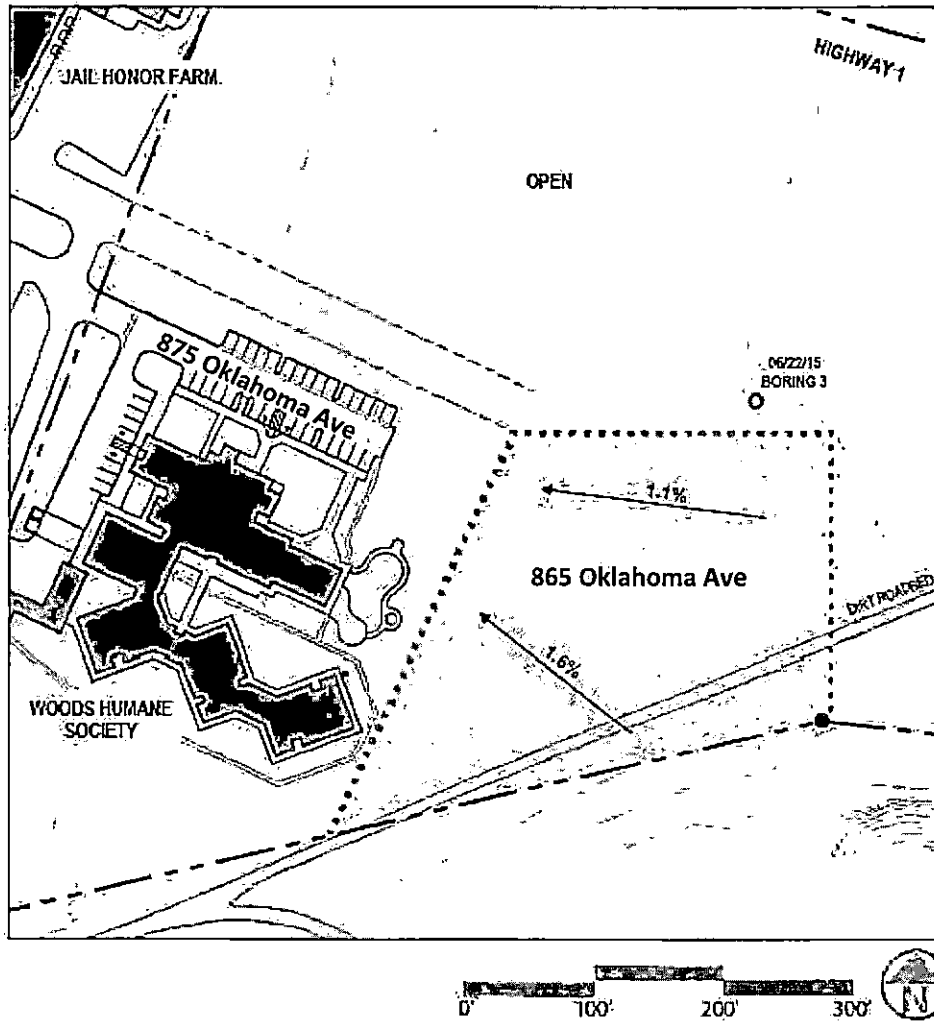
EXHIBIT A

Animal Services Facility

The quantities listed below were derived from a review of the existing Animal Services facility, the 2010 *"Needs Assessment, Feasibility, and Building Program Study"* by Shelter Planners of America, and meetings with Animal Services Manager Eric Anderson.

Building Floor Area:	16,000 square feet
Outdoor Runs:	3,000
Incinerator, Cold Storage:	2,000
Sally Port, Truck Wash, Truck Parking (8 trucks):	4,200
Disaster Response Equipment:	1,200
Visitor Parking (15 spaces):	5,300
Staff Parking (20 spaces):	7,000
Large Animal Pens:	27,000
Subtotal:	65,700
Additional 20% for Circulation, Landscaping:	13,140
TOTAL:	78,840 square feet

EXHIBIT B



LEGEND

--- SITE BOUNDARY

SAN LUIS OBISPO COUNTY OPERATIONS CENTER
PHASE 1 MASTER PLAN

EXHIBIT C

Cities	City Name	(Number of Shelter Service Provided)						Total	Percent
		2013-14 Full Yr.		2014-15 Full Yr.		2015-16 Full Yr.			
1	Arroyo Grande	286	7%	427	11%	291	8%	1,004	8.39%
2	Atascadero	476	12%	600	15%	643	17%	1,719	14.37%
3	Grover Beach	167	4%	142	4%	135	4%	444	3.71%
4	Morro Bay	126	3%	143	4%	118	3%	387	3.23%
5	Paso Robles	724	18%	734	18%	792	21%	2,250	18.81%
6	Pismo Beach	57	1%	61	2%	54	1%	172	1.44%
	San Luis								
7	Obispo	482	12%	486	12%	479	12%	1,447	12.09%
99	Unincorporated	1,745	43%	1,464	36%	1,332	35%	4,541	37.96%
		4,063		4,057		3,844		11,964	100.00%

EXHIBIT D

	Initial Estimate (a)	County-Only Costs (b)	Estimated Costs after County-Only costs (a-b)	Costs Shared Proportionally by Cities Only (c)	"Estimated Project Construction Costs" (a-b-c)
BUILDING & SITE HARD COSTS					
Construction (Building & Site Improvements)	\$ 7,840,000		\$ 7,840,000		\$ 7,840,000
Construction Contingency	836,500		836,500		836,500
Oklahoma Ave./ Utility Extension	525,000	348,967	176,033	176,033	
BLDG & SITE HARD COSTS SUBTOTAL:	9,201,500	348,967	8,852,533	176,033	8,676,500
INTERIOR HARD COSTS					
Fixtures, Furniture & Equipment	400,000		400,000		400,000
Telephone/Data/Security	160,000		160,000		160,000
INTERIOR HARD COSTS SUBTOTAL:	560,000		560,000		560,000
HARD COSTS SUBTOTAL:	9,761,500	348,967	9,412,533	176,033	9,236,500
SOFT COSTS					
ADMINISTRATION					
County Administration & Project Management	500,000		500,000		500,000
PROFESSIONAL SERVICES					
Architectural/Engineering Design Consultants	920,000		920,000		920,000
Construction Management	450,000		450,000		450,000
Testing & Inspection	310,000		310,000		310,000
Surveys, Geotech., Env. Mitigation	250,000		250,000		250,000
Permits & Fees	105,000		105,000		105,000
Storm Water Pollution Prevention Plan	170,000		170,000		170,000
MISCELLANEOUS					
Project Development Contingency	650,000		650,000		650,000
Escalation	585,000		585,000		585,000
SOFT COSTS SUBTOTAL:	3,940,000		3,940,000		3,940,000
OTHER COSTS					
Remaining depreciation value of existing facility	168,800	168,800			
Demolition of existing facility	200,000	200,000			
Land Cost (2 acres)	737,500	737,500			
OTHER COSTS SUBTOTAL:	1,106,300	1,106,300			
	\$ 14,807,800	\$ 1,455,267	\$ 13,352,533	\$ 176,033	\$ 13,176,500
Financing Costs- Low end estimate					
Estimated Project Construction Costs					\$ 13,176,500
Estimated Project Financing Costs @ 3.5%					\$ 7,556,392
Annual Debt Service					\$ 829,316
Financing Costs- High end estimate					
Estimated Project Construction Costs plus 10%					\$ 14,494,150
Estimated Project Financing Costs @ 5.0%					\$ 11,618,328
Annual Debt Service					\$ 1,044,499