

**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990**



REQUEST FOR PROPOSALS #10207

For

Moss Landing Community Plan Update EIR

For

**THE COUNTY OF MONTEREY
RMA/PLANNING DEPARTMENT**

**PROPOSALS DUE BY
Friday July 17th, 2009
3:00 PM Sharp**

Jaime Ayala, Deputy Purchasing Agent

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GENERAL REQUIREMENTS SECTION

1.0 INTENT

1.1 The County of Monterey, Resource Management Agency, Planning Department (hereinafter referred to as RMA), is seeking to contract with a qualified consultant to prepare an Environmental Impact Report (hereinafter referred to as EIR) to assist in the updating of the existing Moss Landing Community Plan (hereinafter referred to as MLCP). The County is in the process of updating the MLCP, which is part of the North County Coastal Land Use Plan (hereinafter referred to as NCLUP) adopted by the County on April 28, 1982, and certified by the California Coastal Commission on June 4, 1982, and amended and certified on May 19, 1987. The EIR shall be written in such a manner as to address the following two key components:

1.1.1 Programmatic analysis of environmental impacts associated with modifications to elements of the Community Plan, and

1.1.2 Project Specific analysis of impacts associated with short- and long-range plans/projects proposed within the Moss Landing community by, but not limited to the following organizations;

1.1.2.1 Monterey Bay Aquarium Research Institute (MBARI)

1.1.2.2 Moss Landing Marine Lab-California State University (Marine Labs)

1.1.2.3 Refractory site

1.1.2.4 Gregg's Drilling

1.1.2.5 Moss Landing Harbor District

1.1.2.6 Moss Landing Downtown Merchants

1.1.2.7 Moss Landing Storm Sewer Authority

This is a hybrid process where the County is updating the MLCP and processing applications simultaneously.

2.0 BACKGROUND

2.1 The MLCP has not been comprehensively updated since the Coastal Commission certified the amended NCLUP in 1987. When the MLCP was adopted, the community was dominated by two large industrial uses (PG&E Power Plant (now Dynegy), and Kaiser Refractory's), the commercial fishing industry, and a small downtown area with a concentration of antique stores.

2.2 Over the years, the small village has developed to include other maritime uses including recreational boating, sport fishing, and wetland related nature activities. However, in

recent years, there has been ongoing changes in the community, transforming it from a fishing community to a more diversified community including:

- 2.2.1 Development of a marine research/educational facility operated jointly by MBARI and Marine Labs (Moss Landing Island);
 - 2.2.2 Whale-watching, kayak and nature tours;
 - 2.2.3 Diversification of the downtown to include multiple bed and breakfast operations, restaurants and hotels (including the History and Heritage Center, encompassing thirty (30) rooms and 15,416 square feet of retail space) that is currently under construction);
 - 2.2.4 Conversion of the Refractory site into a Commercial Park (proposed “green” business park, warehouses, green cement factory, bio-diesel, marine-related industry, USDA research facility, and solar components); and
 - 2.2.5 Public and Private Water Desalination Plants (pilot projects)
 - 2.2.6 General Development Plan for the North Harbor with restaurants, boat launch, and new docks.
 - 2.2.7 Creation of a State Park operation along the beach areas.
- 2.3** Because of its strategic location and picturesque setting on the Monterey coastline, Moss Landing also has the potential to be a popular regional and statewide tourist destination. Highway 1, which is a major north-south state highway route, serves as a major arterial both connecting and dividing the Community. Hundreds of cars and trucks pass the area on a daily basis. In addition, a Monterey Bay Scenic Trail (part of the coastal trail) is in the planning stages to connect Santa Cruz County to the Monterey Peninsula, and would run through Moss Landing. Moss Landing also is the location where the following three water ways, Elkhorn Slough, Moro Cojo Slough and the Salinas River meet the Pacific Ocean. These features provide scenic and ecological resources that also create distinct segmented areas within the Community.
- 2.4** The unique environmental characteristics of the area paired with community-wide support for enhancing economic development in Moss Landing requires a distinct approach to comprehensive planning for the community. For this reason, a citizen committee has crafted consensus recommendations that are ripe for implementation, the MLCP is being updated separately from the NCLUP.
- 2.5** The Plan update shall build upon the recommendations from a committee formed to review the plan and determine whether the Plan requires updating. The committee recommended updating the Plan with a list of specific recommendations referenced within Attachment-A. These recommendations do not include any expansion of the plan boundary, or allocation of new land use on property not currently designated for some type of development. The description of the project to be analyzed in the EIR is identified in Attachment B.:

2.6 PROJECT APPROACH

- 2.6.1 A substantial amount of work has already accomplished in the update of the CP and preparation for the various development proposals. In order to expedite the

process and minimize redundant work, prior studies which have been prepared are available to the selected consultant for use in the preparation of the EIR. Technical studies provided by project applicants shall require peer review. The following studies and information is attached to the scope of work for reference:

2.6.2 Documents to provided by MBARI:

- Letter from Archaeological Consulting Services dated February 28, 2008.
- Phase I Historic review by Kent Seavey dated March 1, 2008
- Biological Survey prepared by Rana Creek Habitat Restoration dated October 10, 2008
- Harris and Associates, Addendum – Engineering Report for Sanitary Sewer System Loss Landing California, September 10, 2008
- SFE Global, City of Moss Landing, Sanitary Sewer Flow Monitoring
- Higgins Associates, MBARI Master Plan Update, Traffic Impact Analysis, July 19, 2008
- Documents provided by Gregg Drilling
- Moffatt & Nichol, Alternative conceptual Analysis Drilling Operations Base Waterfront – Moss Landing
- Documents provided by the Harbor District.
- Archaeological & Ethnographic Overview Moss Landing Harbor District by John Gilchrist & Associates
- Essential Fish Habitat Report for the North Harbor Redevelopment Project by Terrestrial & Aquatic Biological Resources
- Geotechnical Investigation by Moffatt & Nichol Engineers
- Traffic Report by James Jeffery, Traffic & Civil Engineering Consulting Services
- Survey of North Harbor Eelgrass Beds by ABA Consultants
- Marine Habitats and Bathymetry Around Skippers Restaurant & North Harbor Visitor Serving Area by ABA Consultants
- Draft Transportation Impact Analysis by Hexagon Transportation Consultants, Inc.
- Biotic Assessment by Assegued & Associates
- Shoreline Erosion Control Study & Conveyance Evaluation by Moffatt & Nichol Engineers
- Traffic Report by James Jeffery, Traffic and Civil Engineering Consulting Services

2.6.3 Documents provided by the County of Monterey:

- Initial Study and Negative Declaration for Sandholdt Road Bridge. September 21, 1999. Prepared by LSA Associates.
- Moss Landing Economic Development Strategy, Scope of Work. Applied Development Economics, Inc., (Note the findings of this work will be incorporated into the CP and will be available for use by the Environmental Consultant in December 2009.)

- Technical Studies prepared for the Monterey Bay Scenic Bike Trail. Prepared by LSA Associates. (Work in progress)

2.7 An additional important piece of background work is the *Moss Landing Economic Development Strategy*, being prepared by Applied Development Economics, Inc. This will guide the refinement of many of the land use assumptions as well as preliminary information on water, wastewater and traffic issues which will be developed in the CP and analyzed in the EIR.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	June 19, 2009
3.2	Deadline for Written Questions	3:00 p.m., Local Time, July 6, 2009
3.3	Proposal Submittal Deadline	3:00 p.m., Local Time, July 17, 2009
3.4	Estimated Notification of Selection	July 31, 2009
3.5	Estimated AGREEMENT Date	August 29, 2009

This schedule is subject to change as necessary.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this RFP shall be directed to:

4.1.1 Proposal Format and Content Jaime Ayala, Deputy Purchasing Agent
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2439
 PHONE: (831) 755-4998
 FAX: (831) 755-4969
 Email: ayalaj@co.monterey.ca.us

4.1.2 Technical Information: John Ford
 Senior Planner
 RMA – Planning Department
 168 W. Alisal Street, 2nd Floor
 PHONE (831) 796-6049
 FAX: (831) 755-9516
fordjh@co.monterey.ca.us

- 4.2 All questions regarding this RFP shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this RFP is indicated in **GR Section 2.0 CALENDAR OF EVENTS**.
- 4.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**
- 4.6 **FUTURE ADDENDA**; CONTRACTORS who received notification of this RFP by means other than through a County of Monterey mailing, shall contact the person designated in Section 4.1 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda that may be issued prior to the proposal submittal date. **IT IS THE CONTRACTORS' RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

5.0 SCOPE OF WORK

- 5.1 The consultant will be responsible for preparation of the Notice of Preparation, the DEIR and the FEIR. The critical components of the EIR shall include, but not limited to:

5.1.2 EIR Summary

A summary of the EIR including a brief description of the proposed project and a summary table of the impacts and mitigation measures associated with the proposed project. This must include the project specific impacts.

5.1.3 Project Description

The project description is included in Attachment B.

5.1.4 Impacts and Mitigation

It is expected that the following analyses will need to be completed to comply with CEQA guidelines for the preparation of the EIR. Each of the following environmental topic areas will include a description of the existing setting,

consistency with applicable regulations and standards, anticipated impacts, level of significance of impacts, and mitigation measures necessary to mitigate any identified impacts to a less than significant level.

5.1.5 *Aesthetics*

The EIR needs to address the unique setting of the Moss Landing Community Plan planning area. The setting must consider the coastal and scenic nature of the community and the scenic nature of the Elkhorn Slough and surrounding area. The potential impacts resulting from development need to be generally analyzed. This section will also describe the community design components of the plan.

5.1.6 *Agricultural Resources*

The Moss Landing Community Plan does not include any actual agricultural land, but does abut productive agricultural land to the south and to the north. No change in land use abutting any agricultural land is proposed. There is an existing agricultural/ residential interface located along the southern boundary of the plan along Potrero Road that needs to be considered.

5.1.7 *Air Quality*

The analysis of air quality impacts will be based the methodologies and significance thresholds recommended by the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The air quality analysis will assess short-term (i.e., construction and demolition) and long-term (i.e., operational) regional air pollutant emissions associated with the proposed project.

The significance of air quality impacts will be determined in comparison to state and local standards. Mitigation measures will be prepared for any impacts found to be significant or potentially significant.

The cumulative impact discussion will also include a quantitative assessment of greenhouse gas (GHG) emissions attributable to the proposed project. The significance of increased GHG emissions and contribution to climate change associated with the proposed project will be determined in consultation with project staff.

5.1.8 *Biological Resources*

The Moss Landing *Community Plan* area includes a substantial amount of Environmentally Sensitive Habitat. This is seen most particularly in the sloughs, the Salinas River Channel, the Harbor, and in the coastal dune habitat. The EIR will need to address the habitat areas and identify any special status species within the planning area. The existing Plan and NCLUP include policies for the protection of biological resources. The EIR will need to address the potential impacts associated with the development, the extent to which existing and

proposed policies mitigate the impacts upon biological resources and identify additional mitigation which is needed to mitigation potential impacts.

5.1.9 *Cultural Resources*

The Moss Landing area is rich in archaeological resources. There are many sites which have been identified. Cultural resource evaluations for this EIR will need to build from the previous reports and augment those reports as necessary to update the data base search and fill any gaps in the analysis.

Research will need to include the following: a record search at the Northwest Information Center at Sonoma State University, Rohnert Park and documentary research at local historical societies and county agencies; a sacred lands search conducted by the Native American Heritage Commission and consultation with appropriate Native American groups/individuals and other interested parties (e.g., local historical societies); assistance with SB 18 Native American consultation, a site visit to verify the findings of existing cultural resources reports and determine the archaeological and historical sensitivity of the planning area, and completion of the EIR section that includes mitigation measures, as appropriate, for the protection of cultural resources (e.g., archaeological and historic sites) within the entire Moss Landing Community Plan planning area.

The recent work done for MBARI by Archaeological Consulting services and for the County of Monterey by LSA Associates may provide valuable background.

5.1.10 *Geology and Soils*

This section of the EIR will address geologic suitability for urban development within the Moss Landing Community Plan planning area. Development involves grading activities, which may also result in increased rates of soil erosion and subsequent sedimentation to nearby drainage ways. For the geology and soils analysis, soil conditions within the planning area will be described and any information regarding geologic or seismic hazards will be identified.

5.1.11 *Hazards and Hazardous Materials*

This section of the EIR will evaluate the potential for the proposed project to create a significant hazard through the use, transport or storage of hazardous materials, or adversely affect emergency response plans.

5.1.12 *Surface Water Hydrology and Water Quality*

Elkhorn Slough, Moro Cojo Slough, Salinas River, the harbor and Monterey Bay are significant water bodies that need to be addressed from a water quality standpoint. The discussion of surface water hydrology will describe existing drainage conditions and evaluate the potential impacts of increased impervious surfaces and resulting increased peak runoff. The discussion of water quality will

address potential impacts resulting from future construction and activities within the planning area. Specific mitigation measures to control erosion during construction activities will be identified. The proposed enhancement opportunities available to improve habitat conditions and to improve water quality need to be discussed.

5.1.13 *Land Use and Planning*

The Moss Landing *Community Plan* planning area is located within the North County Land Use Plan (NCLUP). The NCLUP was prepared to implement the Local Coastal Program for this portion of Monterey County. This section of the EIR will address consistency with the NCLUP, Title 20 (Zoning Ordinance) and the Monterey County General Plan. A significant element of this will be consistency with the NCLUP, for which the County will develop a consistency matrix discussing consistency with relevant policies of the NCLUP. In addition this section will address changes that are being made in response to the California Coastal Commission's Periodic Review. (Relevant comments are contained in Attachment C.)

5.1.14 *Noise*

The noise analysis will include a description of the existing noise environment, based on existing environmental documentation and onsite reconnaissance data. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

Short-term (i.e., construction) noise impacts will be assessed based on noise levels typically associated with construction equipment. The evaluation of long-term (i.e., operational) noise impacts will include an assessment of the proposed CP's contribution to the ambient noise environment. As part of this analysis, roadway traffic noise levels will be quantified. The assessment of long-term noise impacts will also include an analysis of stationary source noise impacts.

5.1.15 *Population and Housing*

This section of the EIR will evaluate whether or not the modifications to the CP and the related projects would significantly induce growth to the area.

5.1.16 *Public Services and Utilities*

Public Utilities are largely available to the community. Each utility does have its own unique issue as discussed in the following description:

Water: Currently water is provided to the community by Pajaro Sunny Mesa Water District (PSMWD). PSMWD has stated that they have sufficient water to meet the needs of parcels with existing connections which includes redevelopment of existing sites, but they can not commit to water for parcels

which do not have existing connections. The EIR will need to examine the sufficiency of the existing water supply and identify any potential short fall in water related to build out of the plan area. The work of Applied Development Economics will provide a background on water demand and water needs for this analysis.

Wastewater: The existing Moss Landing Community Plan limits growth through a sewer flow allocation system. The sewer allocation is not based upon the engineered capacity of the system. Based on a land use survey by the County Planning Department with calculations of allocation requirements, the Community exceeds the allocation in certain districts and is under in others. Overall the Community exceeds the currently allowed allocation; however, but the infrastructure is adequate to handle current and proposed flows.

The Moss Landing Community Plan Update Committee recommended expanding the allocation from the current 105,000 gallons per day to 182,043 gallons per day. Ultimately the recommendation of the committee is to move away from an allocation system. Based upon preliminary engineering estimates the sewer system can accommodate much more than that proposed.

Part of the recommendation of the Committee was to include the Moss Landing Power Plant and the Moss Landing Business Park on the east side of Highway 1 in the urban services boundary and to require that the Moss Landing Business Park be connected to the sewer system and abandon existing septic facilities. This will involve creation of a new district and may require modifications to the Monterey Regional Water Pollution Control Agency's lift station located within Moss Landing. The allocations and capacities for each sewer district is being refined by the work of ADE

Emergency Services: Police, fire protection and ambulance service will be analyzed in this sub-section of the EIR. The existing locations of nearest stations and service providers will be described, as well as existing response times as provided by those providers.

5.1.17 *Transportation/Traffic*

The amendment to the Plan will not significantly modify the existing land uses contained in the Plan. One of the significant constraints of this community Plan is how to address the existing adverse traffic condition on Highway 1 which is not the result of trips generated in Moss Landing. Traffic passing through the community poses a significant obstacle to circulation within Moss Landing and between Moss Landing and destinations outside of Moss Landing. The ability to provide a solution to this condition is limited by economic, environmental and practical realities. Alternative traffic improvements are being developed as part the work being done by ADE. These alternatives should be evaluated in the EIR. The EIR will also need to consider the California Department of Transportation's approach to Highway 1. Cal Trans is in process of developing a Corridor

Management Plan that extends from Santa Cruz County to the City of Monterey. The traffic analysis must look at not only Moss Landing but also at the ability of the surrounding road network to provide access to and from Moss Landing.

5.1.18 *Effects Found to be Less Than Significant*

This section of the EIR will include a brief discussion of those impact topics that were clearly found not to have significant impacts and therefore eliminate from further discussion and analysis.

5.1.19 *Cumulative Impacts*

An assessment of the impacts of the project in combination with other known, approved, or reasonably foreseeable development activity in the region will be performed for each of the environmental topic areas listed above. These conclusions will be summarized in a separate section of the EIR.

5.1.20 *Other Sections Required by CEQA*

CEQA requires that an EIR analyze and identify a series of other analysis topics, including growth inducing impacts, irretrievable commitment of resources, and significant and unavoidable impacts. This analysis will be performed for the project consistent with CEQA Guidelines.

5.1.21 *Project Alternatives*

Under CEQA, environmental documentation must include an analysis of a reasonable range of three alternatives to the project, plus a No Project alternative. These alternatives must be designed to address specific impacts identified through the analysis. Requirements for the alternatives analysis under CEQA entails the qualitative and quantitative analysis of a reasonable range of alternatives, as contrasted with the proposed project. The alternatives will evaluate the same environmental topic areas listed above in a more qualitative manner with less detail than the proposed project, within.

In addition to the “No Project” alternative, the following alternatives will be considered:

Alternative 1: This alternative would include only the first phases of the specific development as proposed and considered within the second tier of the EIR.

Alternative 2: This alternative would update the plan and only allow the specific development as proposed and considered within the second tier of the EIR.

Alternative 3: This would include the project description as currently stated plus rezoning of the parcel on the north western corner of Moss Landing Road and Highway 1 from Heavy Industrial to Visitor Serving Commercial.

5.2 **Preliminary Project Schedule**

The following timeline is proposed for the preparation and completion of the EIR. This preliminary schedule will be translated into a date-specific timeline upon contract approval.

Task	Projected Date
EIR Consultant Selection	7/31/2009
Finalize Contract	8/25/2009
Data Collection/Early Consultation/NOP:	9/11/2009
Administrative Draft EIR	2/26/2010
Proof Draft EIR	3/26/2010
Draft EIR (public review draft)	4/16/2010
<i>Public Review Period Ends</i>	6/11/2010
Final EIR (admin draft and revisions)	7/16/2010
Public Hearings	8/2010 -- 9/2010

6.0 CONTRACT TERM

- 6.1** The term of the AGREEMENT(s) will be for **One (1)** year or at the completion of the work described in this RFP.
- 6.2** The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3** If this RFP includes options for renewal or extension, CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 The County does not have to provide a reason if it elects not to renew.

7.0 SELECTION CRITERIA

7.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted proposal. CONTRACTOR(s) should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

7.2 The selection criteria include, but are not limited to, the following:

The firm selected pursuant to this RFP (CONTRACTOR) will possess a combination of professional skills, acquired abilities, expert knowledge and training required to: a) work effectively and harmoniously with County staff, other regulatory agencies, and others involved in the EIR development and review process; b) independently prepare an Environmental Impact Report, and c) meet established work deadlines.

Evaluation criteria, used to select a CONTRACTOR, will include the CONTRACTOR'S ability to perform and knowledge of the following critical areas:

- Working knowledge of municipal, state and federal planning and environmental laws, standards and practices.
- Collection of real time planning and environmental data.
- Planning techniques, policies and procedures.
- Experience in preparing environmental documents with emphasis on development in the Coastal Zone, utility constraints (water supply and wastewater) architectural design/visual sensitivity, biological, archeology and traffic.
- Previous experience in meeting established project deadlines and performing within an established budget.

The selection of a consultant and subsequent contract award will be based on the criteria contained in this Request for Proposals, the demonstrated competence of individual consultants and consultant's presentations. Contract awards will not be based on cost alone.

The Selection Committee will include the Project Planner assigned to this project, a manager from the RMA - Planning Department, and The Assistant Director- RMA Planning Department, and may include other managers from the Department.

The Selection Committee will recommend a consultant to the Director of Planning and Building Inspection. The Board of Supervisors shall make the final award, and an agreement between COUNTY and a selected CONTRACTOR shall not become binding until the Board of Supervisors has awarded the contract.

8.0 SEQUENTIAL CONTRACT NEGOTIATION

The County will pursue contract negotiations with the CONTRACTOR(s) who submit(s) the best Proposal(s), in the sole opinion of the County, and which is in accordance with the criteria as described within this RFP. If the contract negotiations are unsuccessful, in the opinion of either the County or the CONTRACTOR(s), the County may pursue contract negotiations with the company which submitted a Proposal which the County deems to be the next best qualified to provide the services, or the County may issue a new RFP or take any other action which it deems to be in its best interest.

GENERAL PROVISIONS SECTION GP

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GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: the County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any agreement or agreements resulting from this solicitation.

GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the SIGNATURE PAGE.

- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the CONTRACTOR'S name and address, ***the solicitation number, and the name of the person specified on the SIGNATURE PAGE.***
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number).
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.
- GP 2.8** Failure to comply with GP 2.3 – 2.7 may result in a Proposal being declared as "non-responsive".

GP 3.0 PROPOSAL FORMAT AND CONTENT

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1** Proposals should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices. All Proposals shall include a Table of Contents.
 - GP 3.2.2** Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.3** Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email address, if any.
 - GP 3.2.4** A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY. Therefore, CONTRACTOR'S Proposal must specify what, if any,**

terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. CONTRACTOR agreements will not be considered if submitted after the Deadline for Proposals. (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE PAGE with your proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

GP 3.3 Submit one (1) single-sided original Proposal and three (3) single or double-sided copies of the CONTRACTOR'S proposed responses, with one (1) clearly marked "Original." (Total of four proposal packets.)

GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

GP 4.1 Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

GP 4.2 Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

GP 4.3 Delivery time shall be a part of the consideration of proposal submissions. Specify delivery time in days after receipt of order (ARO).

GP 4.4 Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

GP 4.5 **ACCEPTANCE TIME:** Proposals are subject to acceptance at any time within 90 days after opening.

GP 4.6 **TAXES:** The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

- GP 4.7** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- GP 4.8** HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9** WARRANTY: The CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The AGREEMENT will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the

CONTRACTOR or by proceeding against any performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

GP 8.0 INSURANCE

GP 8.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

GP 8.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

GP 8.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- GP 8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- GP 8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- GP 8.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

GP 8.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- GP 8.5** Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- GP 8.6** Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- GP 8.7** Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- GP 8.8** CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at

the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

GP 11.0 CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 12.0 NON-DISCRIMINATION

GP 12.1 During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

- GP 12.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- GP 12.3** The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

GP 13.0 INDEPENDENT CONTRACTOR

- GP 13.1** The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- GP 13.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the AGREEMENT.

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SAMPLE AGREEMENT SECTION

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SAMPLE AGREEMENT

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and _____, hereinafter referred to as “CONTRACTOR.”

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # _____ dated _____,

Addendum

CONTRACTOR’S Proposal dated _____, including all attachments and exhibits, to RFP # _____

Security for CONTRACTOR’S proposal

AGREEMENT

Payment and Performance Bonds

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and exhibits), RFP #XXXX, Addendum, Contract Security and Bonds, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

[_____]

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONTRACTOR shall reference the AGREEMENT number and RFP # _____ on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the

County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
Department
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831)
755-4969

TO THE CONTRACTOR:

Name _____
Address _____
Tel. No. _____ FAX
No. _____

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APPENDICES

EXHIBIT A

Moss Landing Community Plan

Update Committee

Recommendations

January 15 2009

Background

A Community Plan Update Committee (“Committee”) has been created to develop a vision for future development in Moss Landing. This report presents issues and recommended direction for Moss Landing that can be integrated with a subsequent update of the North County Local Coastal Plan.

The Moss Landing Community Plan Update Committee considered several prospective projects in Moss Landing that include both short- and long-term plans. During the course of the process the committee received presentations from:

- Kim Solano – Commercial Development in Downtown
- Gregg Drilling – New Marine Engineering facility on the Island
- Jim Gilbertson – Expansion of retail facility on Struve Road
- Monterey Bay Aquarium Research Institute – Expansion of facilities on the Island
- Moss Landing Harbor District – Use of District owned parcels and harbor improvements
- Moss Landing Marine Labs – Campus expansion downtown and new facilities on the Island.
- Nadar Agha – Converting former Refractory site into a Business Park

In addition, the Committee heard reports from CalTrans, Public Works, Pajaro Sunny Mesa and others with expertise in infrastructure, utilities, traffic and developing projects such as the Coastal Trail.

The Committee considered how these proposals fit into the context of the existing Moss Landing Community Plan and the infrastructure that supports the community.

In order to facilitate the committee’s assignment, the committee formed two subcommittees, each with a different focus:

Land Use Subcommittee - This subcommittee focused upon existing and proposed land use. The committee used the existing text of the plan as a starting point to address the needs of existing and future development.

Infrastructure Subcommittee - This subcommittee focused upon the existing and future infrastructure needs of the community. A significant amount of the subcommittee’s time was spent attempting to address sewer, water and traffic related issues.

A public meeting was held on December 2, 2008 to allow members of the community who had not been a part of the process to come and provide input on what was being considered. Three development alternatives were presented to the public as follows:

1. No change--limited further development. In this alternative no changes would be made to the plan and little additional development could be accommodated in Moss Landing.
2. Moderate Growth Alternative. This involves updating the plan to allow the growth proposed and to allow the vacant property to develop consistent with the land use and zoning. This

would also involve expanding the Urban Service Line to connect the old Kaiser Site to the sewer system

3. Expanded Growth Alternative. This involved changing existing land use and zoning to allow commercial and other uses along the Highway 1 Corridor. The current Heavy Industrial Land Use and Zoning do not currently contemplate such uses.

The public response was favorable to the moderate growth alternative. This public meeting generated the following comments:

- a. Traffic Safety is a major concern when entering Highway 1 from Moss Landing. A traffic light at Pieri Court and Portero Road and at Highway 1 and Moss Landing Road should be considered for safety.
- b. Concern for protection of wildlife on Harbor District parcel on Potrero Road.
- c. Safety of Industrial site development
- d. Install curb, gutter, sidewalks, and street lights
- e. The speed limit on Moss Landing Road must be reduced.
- f. The area between Sandholdt and the Bed and Breakfast must retain its charm. Design elements could include early California, and other historical themes to allow diversity but also maintain charm of the place.
- g. Something must be done about shore line erosion within the harbor.
- h. Open space and recreation must be added into the community.
- i. The flyover across Highway 1 must consider the impacts to Moss Landing Road.
- j. Efforts should be made to enhance pedestrian and Bike Connections
- k. Some provisions need to be made for beach access for people with pets.
- l. Concern for the use of pesticides on agricultural land adjacent to “The Heights”.

While some work on actual text has been completed, no text is being presented because at this time we do not have a complete Plan. The purpose of this report is to address issues which require attention of the Board and receive direction to develop a complete Plan to process. It is anticipated that the language developed by the Subcommittee would be the starting point for developing the updated plan. The recommendations presented below are large policy level concerns.

Approach of Committee

The Committee early in the process came to the consensus that the overall direction of development within Moss Landing was consistent with the existing Land Use Plan and that this direction is viewed favorably, but it is also recognized that there are some areas of the plan that are out of date, and other components of the plan that need additional work. Therefore, the approach has been to retain the current goals and address areas where policies, ideas and references are out of date, or where new ideas, development proposals or schemes need additional clarification for continued development.

The recommendation of the Committee is to suggest changes to responsibly address foreseeable development. This recommendation is not intended to be a complete plan, but is to allow the

Board of Supervisors to provide staff direction regarding updating the plan, and also to the associated environmental review which will need to be accomplished as part of any plan update.

Recommendations

The following discussion identifies issues raised during the Committee's consideration and provides a recommendation to the Board of Supervisors as to what the Committee believes needs to be done to address these issues. The discussion is broken down into two groups, first, land use and then, infrastructure.

Land Use

1. Changes to Land Use Map

The following changes are needed to the Land Use Map because the circumstances associated with the properties have changed.

A. Moss Landing Marine Labs – Moss Landing Road

a. Issue

Property owned by the school (APN: 133-201-003,004,005,16,21) has three different land use designations: Low Density Residential, Medium Density Residential, and Moss Landing Commercial. The intended use of the facility is for Education - Scientific, which is an existing land use in the Moss Landing Community Plan.

b. Recommendation - Direct staff to:

1. Change the Land Use and Zoning Designation on the Moss Landing Marine Labs property (APN: 133-201-003,004,005,16,21) from a mix of land use designations to Education – Scientific.

B. State of California – Sandholdt Road

a. Issue

A two acre property located west of Sandholt Road south of Sandholdt Bridge was previously owned by the Moss Landing Marine Labs, and was therefore assigned the Education – Scientific Land Use designation (APN: 133-232-007, 008). The property has since received dune habitat restoration and has been dedicated to the State of California (State Parks). The property will only be used as part of the greater adjacent dune and beach habitat and thus will not receive any sort of development.

b. Recommendation - Direct staff to:

2. Modify the land use designation on State owned property (APN: 133-232-007, 008) from Education - Scientific to Scenic and Natural Resource Recreation to match the adjacent land use.

C. Light Industrial south of Sandholdt Road

a. **Issue**

This small sliver of property was designated for Light Industrial in the event that the harbor extended south of the Sandholdt Bridge (APN: 133-162-002). The current Community Plan gives significant consideration to replacing the old Sandholdt Bridge further to the south and dredging the Salinas River channel to expand the harbor. Since then, the Sandholdt Bridge has been reconstructed in its original location, making it very unlikely that the harbor would be expanded south of the current bridge location. The plan is very clear in limiting the use of the property to light industrial uses only in the event that the harbor is expanded. Since the harbor is not going to be expanded in this manner, the Light Industrial land use and zoning designation is no longer appropriate.

The appropriate land use designation would be something consistent with what is around it. This light industrial land use designation is mostly within tidal wetlands. There is very little land outside of the coastal wetlands and this is primarily dune habitat. This Light Industrial designation only encompasses a portion of a larger parcel that is also designated for Scenic and Natural Resource Conservation and zoned open space. It seems appropriate to apply this Resource Conservation land use designation to the land outside the tidal wetland. For the land within the tidal influence, the land use should match the adjoining and land use and zoning which is Wetland and Coastal Strand. The Committee felt it was important to inform the property owner that this change is being considered. Staff will be sending a copy of this staff report to the property owner.

b. **Recommendation - Direct staff to:**

3. Change Light Industrial land use designation for two parcels as follows:
 Land Outside wetland (APN: 133-162-002) - Scenic and Natural Resource
 Recreation and change Land within wetland (APN: 133-162-002) - Wetland and
 Coastal Strand

D. Elkhorn Slough Property on Moss Landing Road

a. **Issue**

The Elkhorn Slough Foundation owns 15.61 acres of land in the downtown area between Moss Landing Road and Highway 1 south of Moro Cojo Slough (APN: 133-221-007). The land use designation on this property is currently designated as “Moss Landing Commercial” and “Recreation and Visitor Serving”. The Elkhorn Slough Foundation does not have any definite plans for the property but some type of open space including either a park or unimproved open space is being considered.

b. **Recommendation - Direct staff to:**

4. Designate the entire Elkhorn Slough Foundation property (APN: 133-221-007) as “Recreation and Visitor Serving”.

2. Textual Changes

During the analysis of the plan, it was clear that many circumstances had changed and that many of the references are now out of date. In developing the following recommendations the Land Use Subcommittee spent a great amount of time rewriting text. This allowed the Committee to develop a detailed understanding of the issues at hand, and it is from that understanding that the following information is presented.

A. Harbor District

a. **Issues**

The Harbor is a significant component of the plan, and is divided harbor into two components:

- North Harbor: A General Development Plan was approved for two restaurants, a new boat launch facility, plus two new docks for small and large vessels. There is also a commercial business and the Moss Landing Yacht Club.
- South Harbor: The Harbor District has their offices in the south harbor and also hold lands with an RV park and dry storage. This area includes many boat slips where the commercial boats are docked and a number of owners live on their boats.

Approximately half of the Harbor District properties have a “Harbor Facilities” land use designation and the other half is designated Recreation and Visitor Serving. The Harbor Facilities designation needs to be updated to address the improvements which have been made by the Harbor District on those holdings. In addition, there is a section of the current Plan devoted to describing the Commercial Fishing and Recreational Boating component of Moss Landing. The Plan strives to protect commercial fishermen from having recreational boating interfere with their activities and also envisions expanding the harbor to better facilitate the Commercial Fishing Industry.

Today, the Harbor serves more than just commercial fishermen and recreational boating needs. The commercial fishing industry is facing regulatory and resource challenges and finds no need to plan for expansion. A great deal of the language in the plan is devoted to future harbor expansion which is unlikely to occur. All this language should be removed.

The Harbor now serves a broader range of uses that also need to be considered in the Plan. The Committee proposes changing the title of this section from Commercial Fishing and Recreational Boating to Harbor Facilities so that it is consistent with the land use designation. This section should be modified to address the expanded usage of the harbor including residential use of the boats research and commercial maritime activity. Priority should continue to be given to the Commercial Fishing industry within the harbor.

b. **Recommendations - Direct staff to:**

5. Revise the “Harbor Facilities” land use designation to recognize current use of harbor properties and to accommodate future harbor users. This would include but is not limited to existing references to Commercial Fishing and Recreational Boating, and would also include such additional uses as: Residential use of Boats, marine research, and education, and other “maritime activities”.
6. Remove references to the harbor expansion. Removal of this text does not preclude the harbor from pursuing further development on district property; it reflects that Sandholdt Bridge will not be moved.
7. Rename Section 5.3 of the plan and broaden its scope to address the users who rely on the Harbor Facilities. Add provisions to this section to include uses such as Maritime Activities, food service, charter services and other visitor serving, or commercial activities normally found in a harbor.

B. Light Industrial

a. **Issues**

The Light Industrial Land Use Designation applies to the entire “Island”. Initially the island was contemplated in the Plan to serve the commercial fishing industry (e.g. fish processing). However, the commercial fishing industry is no longer expanding and as a result there is no longer the same need for expanded fish packaging and processing. Uses such as marine research, education and engineering are gravitating to this location, and there is no longer consideration to expand the harbor. The Committee feels that the Island should have a designation that covers a multitude of commercial, educational, and recreational coastal related uses. The Committee was also sensitive to maintaining the opportunity for a restaurant to operate on the island.

b. **Recommendations - Direct staff to:**

8. Modify the Island land use designation from Light Industrial and create a new Special Treatment Area – Moss Landing Island designation with a description to address the important uses of the Island as it relates to Moss Landing. Include provision to allow one restaurant on the Island.
9. Remove references to harbor expansion
10. The existing plan references addressing the shoreline erosion on the Island. It is important that this language be strengthened to specifically address shore erosion on the east side of the Island including such measures as “bulkheading” or other measures to stabilize the shoreline.

C. Heavy Industrial

a. **Issues**

When the Heavy Industrial Section was written, PG&E owned the power plant and Distribution facility and Kaiser Refractory was in full operation. Since that time the Moss Landing Power Plant has been sold, and the Refractory Site has changed hands several times with current plans for a “Green” Business Park retaining much of the historical development of the site. As a result many of the references are simply out of date. For clarity, the Power Plant, Switch Yard and Business Park all need to be referenced individually. The use of the switch yard and power plant property will not

likely change, but the nature of the refractory site property will change from one large industrial user with many different operations, to many different users conducting different, but possibly related, operations.

A challenge of the Committee is identifying the uses allowed on the Business Park property. Currently the Plan limits new uses to those that are Coastal Dependent, which constrains the dynamics of a business park. The committee finds that the business park should allow Coastal Dependent and Coastal Related Industrial Uses to be in keeping with the Coastal Act. However, the site needs a designation that provides for the range of uses normally found in a business park. In addition, the Committee and owner want to encourage green types of business which reuse the waste stream or materials from other uses. In addition, the Plan needs to recognize and protect the wetlands on the east end of the site as well as the Moro Cojo Slough that traverses the southern property line.

At the time of adoption of the Plan, there was concern that a nuclear power plant or a coal operated power plant could be operated in Moss Landing. There is no longer any plan for such use so these references should be removed. However, both the power plant and refractory site have expressed interest to utilize existing infrastructure for desalinization plants that would provide water to other areas of Monterey County.

b. Recommendations - Direct staff to:

11. Update the language of the Plan to clarify current uses of the Heavy Industrial lands. Develop language that recognizes ownership and user changes over time so as to not render the plan out of date. Update the language related to the power plant to reflect the improvements made to the site.
12. Add to the land use designation on the old Refractories site a “Special Treatment Area” overlay on the Heavy Industrial zoning designation. The title of the Special Treatment Area would be a hybrid designation titled Moss Landing Business Park. The Special Treatment area would allow coastal dependent and coastal related industrial uses and would develop policies that take into account the unique setting and protect the natural resources on and around the site. The Special Treatment area would encourage co-development of operations which can reuse waste heat or other effluent streams as part of their processes. Development within the special treatment area would include limitation on the ultimate development in relationship to an estimated sewer allocation of 25,000 gallons per day (see chart on page 12)

Other Land Use Subcommittee Concerns

A. Design Guidelines

a. Issue

Currently, the design guidelines for Moss Landing contained in the Community Plan call for an “old town” wood sided type of theme. These materials do not hold up well to the nearshore coastal weathering processes. In the downtown there is interest to broaden the mix of designs, while maintaining the character of the community.

Design Guidelines can be used to identify different neighborhoods/areas. For example, the Island is more research and development where the architecture could be more modern yet coastal. The Downtown area could be expanded to reflect early California with a coastal town character that would allow a multitude of design opportunities. The business park site should remain in keeping with the historical refractory site.

The committee also received a presentation from an architect about developing a pedestrian oriented downtown. There is significant interest to continue with this idea as the Plan moves along.

b. Recommendation - Direct staff to:

13. Create design guidelines that are sensitive to the existing character of the community, but allow for expanded styles of historic architecture and allow for material alternatives that replicate historic materials, but are more durable.

B. Agriculture and Residential Buffer

a. Issue

Active farming operations are located south of Potrero Road with residential units (The Heights) north of Potrero Road. A conflict has developed related to the use of pesticides in close proximity to these homes. The Committee understands that the County's "Right to Farm" ordinance is intended to protect the right of farmers to conduct their business without hindrance, and that the County's General Plan protects the right of farmers to conduct their farming operations without interference from surrounding land uses. In addition, the farm to the south is outside the Moss Landing Community Plan boundary. While a boundary line does not diminish concern about the use of pesticides in close proximity to residences, the Committee recognizes the need to address interface between agriculture and development as part of the Moss Landing Community Plan. The residents request that the Plan prohibit use of pesticides within their proximity, which would switch the burden from development onto agriculture (contrary to current County policy).

b. Recommendation - Direct staff to:

14. Evaluate alternatives to using harmful pesticides in close proximity to residential areas. Develop ways to encourage new and safe agricultural applications.

Infrastructure

1. Sewer

a. Issues.

The issues associated with the sewer can be broken down into four components, as follows:

Current Allocation. The Moss Landing Community Plan currently includes a Coastal Commission certified Sewer Allocation Plan that serves as a growth limiting factor. Moss Landing Community Services District (MLCSD) consists of 5 service areas. Each area was allocated a certain volume of sewer flow based upon existing (at the time) land use, expected future growth, and allocations for future priority uses. This allocation system has been implemented as part of the billing process for the MLCSD, and the unit of measurement in this allocation system is Gallons Per Day (GPD). However, these units are not metered measurements of actual flows, but rather are assumed flows that are assigned to various uses under the Allocation Plan. For example a single family residence is assumed to use 250 GPD and a restaurant would be assumed to use 33 GPD per seat.

The following table shows the original allocation by district, and the current usage in each district:

District	1982 Allocation	Current Usage
1 -- Struve Road	34,250	20,000
2 -- North Harbor	10,100	11,076
3 -- The Island	14,000	22,765
4 -- The Heights	13,000	11,814
5 -- Downtown	33,650	43,420
Total Allocation	105,000	109,075

This table shows that more sewer allocation is being utilized than was originally granted in 1982. The column titled current usage reflects that the sewer allocation as determined by existing users plus the amount of sewer allocation reserved for future growth on property which is not currently developed (assumed at 250 GPD per vacant parcel). The reason that the current usage exceeds the allocation is due to the fact that some uses have expanded without notifying the MLCSD.

The purpose of collecting the information for this analysis was to accurately determine current use of properties for land use planning purposes. As such, the Committee recommends avoiding any code enforcement action but rather proposes to update the allocation system to accommodate the users that are already in operation.

The primary issue associated with the sewer infrastructure is limited allocation even though there is adequate sewer capacity (discussed below). The Allocation Plan needs to be amended in order to allow new development, address new technologies, account for existing usage, and retain space for vacant lots.

The Committee wants to appropriately address the sewer needs of projects that have been presented as part of this process. In addition, there are undeveloped and underdeveloped lots in Moss Landing which are designated for the Coastal Act priority of visitor serving uses so some provision must be made for those properties.

As part of the new Allocation Plan, the Urban Service Line should be expanded to include the Moss Landing Business Park so that they may connect to the sewer and remove septic systems in order to help improve the Slough. County Codes require all properties within two hundred feet of an existing sewer to connect to the sewer wherever possible. There is an existing sewer line along the Highway 1 corridor and turning down Moss Landing Road, which is within two hundred feet of the Business Park property.

System Capacity. During the review of the sewer system, staff discovered that the capacity of the local system exceeds what was assumed in the allocation assumptions made in 1982. There is a critical point in the system along Moss Landing Road in which most of the system flow must go through. This point will accommodate approximately 280,000 gallons per day, and the proposed allocation including the Business Park is about 180,000 GPD. Therefore, local system “capacity” is not an issue.

Capacity of Regional Facilities. The capacity of the regional facilities involves the regional treatment plant, and the Moss Landing lift station including the force main that extends to Castroville. The Monterey Regional Water Pollution Control Agency (MRWCA) has expressed that they have plenty of treatment capacity for current and proposed future uses.

The Moss Landing Lift station seems to have the capacity to handle all the development west of Highway 1. There may be some improvements necessary as time goes by, but nothing which would require a significant change to the system.

One of the constraints to the Moss Landing Business Park property being connected to the sewer is that it is not clear at this time whether the existing regional lift station in Moss Landing can accommodate the additional flows from the Moss Landing Business Park. The property owner has estimated 25,000 GPD for the Business Park, but a more detailed study is necessary to determine what improvements may be needed to the lift station to accommodate the added flows from the Moss Landing Business Park.

Future Allocation.

The following table shows what a full build out analysis of the sewer system would look like when all property is developed:

District	1982 Allocation	Current Usage	Proposed Allocation
1 -- Struve Road	34,250	20,000	34,250
2 -- North Harbor	10,100	11,076	21,876
3 -- The Island	14,000	22,765	25,169
4 -- The Heights	13,000	11,814	13,000
5 -- Downtown	33,650	43,420	62,748
Moss Landing IP			25,000
Total Allocation	105,000	109,075	182,043

Build out would represents a 73% expansion in the sewer allocation, but includes existing uses that need additional allocation as well as replacing septic with sewer at the Business Park. The biggest sewer users are the restaurants which are also a key component of the visitor serving component of the plan. County staff met with the Coastal Commission staff and determined that the planned approach is the best to consider all of the components at once. Recommendations for the Community Plan remain true to the priorities of the Coastal Act to ensure that visitor serving uses remain available.

b. Recommendations - Direct staff to:

15. Place a priority on fixing the existing breaks and failures within the system and then maintain the system in a condition which minimizes infiltration from storm water and especially water infiltration from high tides.
16. Expand the sewer allocation system by approximately 75% to allow:
 - i. Existing uses to continue in their current mode
 - ii. Prospective developments that have been presented to the Committee
 - iii. Additional uses to develop on undeveloped and under developed properties
 - iv. It is encouraged that the Moss Landing Business Park connect to Sewer as soon as possible, but the site should be required to connect to the sewer as a condition of project or plan approval associated with the development of any new buildings.
17. Moss Landing Business Park would be responsible for providing any necessary improvements to the sewer system (local and regional) to accommodate the added flow resulting from this development connecting to the sewer system. The Moss Landing Business Park shall complete a study to identify what improvements are necessary to the local system and to the regional lift station to accommodate the additional sewer flows.
18. Move away from a land use regulatory system that uses a sewer allocation as the primary means of limiting land use and allow land use regulations to control the type and intensity of development. Some provision must be made in the plan to ensure that during the review and development of new development that sufficient sewer capacity is available to accommodate development on other undeveloped and underdeveloped property. The methodology for determining the sewer allocation should be updated to be consistent with County Ordinance, and/or the regional plant's methodology for calculating usage. This could include future metering.

2. Water

a. Issues

The committee expressed several concerns related to water. First is whether there is sufficient capacity to meet growth, second is whether the source of water is of a permanent nature, and third is whether there are facilities necessary to provide water needs. The Infrastructure subcommittee received testimony from Pajaro Sunny Mesa Community Services District (PSMCSD) about these issues.

PSMCSD indicates that they do not have sufficient water to accommodate intensification of growth. PSMCSD identified that they could accommodate existing water users, development that has already been approved, lots of record and most development that is occurring on property that already has a water connection. PSMCSD states that unless there is a water savings element in proposed new development that would result in a net equivalent to the current usage; new expansion can not be accommodated. PSMCSD can not commit to providing water beyond the current level of development unless additional sources of water are developed.

PSMCSD has also asked for various improvements including:

- New water pipe in the Heights subdivision
- 500,000 water tank constructed on the Avila Road well site.
- Upgrades to existing pressure system to curb electrical costs.

There were many questions remaining regarding the future status of water supply in the area and how phasing of new development could be accommodated. There were also differences of opinion regarding water availability in this area.

b. Recommendations

19. The update of the Moss Landing Community Plan needs to develop an approach to address the demand for water to support short and long term growth in relation to the concern about ground water overdraft. It may be necessary to develop a staged development plan until alternative sources of water are established.
20. Because current groundwater is not sustainable, new and innovative methods of water conservation and recovery need to be developed and implemented in order to address reduced freshwater sources throughout the County. Encourage incentive programs to bring existing structures into current code compliance: low flow toilets and showerheads, xeriscape installations, etc. Encourage the use of rainwater capture and enhanced freshwater wetlands that are integrated with the County's storm water runoff plan. Efficient strategies for desalinization should be pursued. Saltwater intrusion should be minimized. Alternative method of meeting the water needs of ML need to be explored. These methods could include wave powered desalinization, solar distillations etc...

3. Circulation

a. Issues

The circulation component of Moss Landing includes Pedestrian, Bicycle and automotive elements. Connectivity of the different areas of Moss Landing are fragmented due to natural and human made barriers. The North Harbor area is detached from the rest of Moss Landing by the Elkhorn Slough and connected solely by Highway 1. Pedestrian and Bicycle access will be greatly improved when the Monterey Bay Scenic Bicycle trail is constructed from the North Harbor area south across the Elkhorn Slough to Moss Landing Road, and then along Moss Landing Road.

The Moss Landing Business Park and Power Plant facility are separated from the remainder of Moss Landing by Highway 1. There is no aligned intersection, and crossing

Highway 1 has become challenging due to traffic volumes and geometrics (elevation and alignment) of the roadway. Plans for the Business Park include uses that extend from operations within the Moss Landing area but that require larger space (tanks, storage, etc). Therefore, the Plan needs to address how businesses along Moss Landing Road and employees of the facilities east of the freeway can safely connect across Highway 1.

Pedestrian circulation within Moss Landing is limited by the lack of sidewalks and lack of street lighting. Pedestrian circulation within the community would be significantly improved by alternative pedestrian paths along and across the Moro Cojo Slough and perhaps even along the Old Salinas River channel. A desirable improvement would be to create access for the disabled to the beach. There are private beach areas that currently provide access and State Beach areas that have access, but none of these provide disability access.

b. Recommendations - Direct staff to:

21. Provide for pedestrian circulation including sidewalks along Moss Landing Road and Sandholdt Road
22. Create bicycle/pedestrian paths along waterways that avoid impacts upon environmentally sensitive habitat.
23. Create a pedestrian connection between the downtown area on Moss Landing Road and the commercial area along Highway 1 across the Moro Cojo Slough.
24. Develop at least one access point onto the beach that is accessible to persons with disabilities.
25. Incorporate pedestrian connections into the design, and to provide other improvements such as picnic tables or benches to connect developments in a pedestrian friendly manner.

4. Traffic

a. Issues

The issues associated with traffic center around Highway 1. Due to current levels of traffic, turning movements onto and off of Highway 1 from both ends of Moss Landing Road and Dolan Road are difficult during peak times. Most of the existing traffic on Highway 1 is not the result of development in Moss Landing, but rather regional traffic between Santa Cruz and the Monterey Peninsula. Additional development in Moss Landing would complicate an already difficult situation.

The Infrastructure Subcommittee spent a great deal of time discussing how to address traffic issues. Many people in the community would like to see traffic signals installed at Dolan Road and Highway 1 and/or at Moss Landing Road and Highway 1. The preferred approach by Caltrans is to develop circulation patterns that do not rely on Highway 1, and Caltrans is currently opposed to installing any traffic signal on Highway 1 without considering other alternatives first and determining what is the most effective and efficient solution. Rather than focusing upon identifying a project right now, the preferred approach is to develop criteria identifying what the best solution would be to address the congestion issues on Highway 1 in general as well as it relates to the Moss Landing Community Plan.

Although the North County Land Use Plan currently calls for Highway 1 to be expanded to 4 lanes, a Periodic Review drafted by the Coastal Commission would require maintaining Highway 1 as a rural scenic two lane highway. Safety and traffic flow on Highway 1 can be improved by limiting driveways and consolidating intersections. The Moss Landing Road/Potrero Road/Highway 1 intersection is confusing, and traffic flow and safety could be enhanced by consolidating this intersection.

b. Recommendations

26. All transportation planning along Highway 1 needs to be done in the context of a Corridor System Management Plan (CSMP). All improvements shall be made consistent with this plan.
27. The traffic study prepared for the update of the Moss Landing Community Plan needs to be consistent with the Caltrans CSMP and include success criteria by which future projects are evaluated. The criteria could be, but are not limited to such factors as: resource impacts (wetlands, farmlands, etc.), safety needs, congestion reduction, community acceptance (local and regional), fundability, total overall delay at node, and possible alternative routes.
28. The Moss Landing Community should develop multiple viable modes to transportation which is not reliant upon single occupancy vehicles. The Plan update needs to tie together mass transit opportunities with significant pedestrian and bicycle linkages.
29. There is a need to provide some connectivity between Moss Landing Business Park and the development on the west side of Highway 1.
30. The committee did look at several small, low-cost, short-term, traffic solutions that would improve traffic circulation and safety. These include:
 - a. Realigning the Moss Landing Road, Potrero Road, and Highway 1 intersection.
 - b. Consolidating and realigning driveways.
 - c. Installing acceleration and deceleration lanes
 - d. Restrict the use of any improvements, structures or plant material that impacts traffic safety.
 - e. Lower the speed limit along Moss Landing Road. Examine the use of a school zone in front of Moss Landing Marine Labs.

5. Street Lights

a. Issues

Currently street lighting is absent from the community. A segment of the community does not want to see the streets lit up with bright lights, while others would like to see some low intensity, low profile lights installed to increase safety and minimize nighttime glare.

There are currently opportunities to have the infrastructure put in place as the PG&E facilities are being placed underground. As part of this work, provisions could be made to at least install the conduit for the installation of possible street lighting some time in the future.

b. Recommendations

31. Provide capability to install low profile street lights that meet dark sky criteria and produce a minimum amount of glare but add to the safety of the community.

6. Urban Services Boundary**a. Issues**

Currently, the Moss Landing Business Park (old National Refractories Site) and the Moss Landing Power Plant at the corner of Highway 1 and Dolan Road are outside the Urban Services Line. An Urban Services Line was established to identify infrastructure limits under the Community Plan. It was used as a growth policy to provide for logical growth by not allowing utilities to be extended to property that may increase development pressure on undeveloped property. The National Refractories Site has been developed and is proposed for redevelopment as a green business park. It is currently served by a series of septic systems. The site currently is within the Moss Landing Community Plan, so placing it within the Urban Services Boundary will not be growth inducing but merely open the door for the site to connect to the sewer system (See sewer discussion above)

b. Recommendations - Direct staff to:

32. Expand the Moss Landing Urban Services Line to include the Moss Landing Business Park, the Moss Landing Power Plant and Moss Landing Switch Yard.

7. Wireless Communication**a. Issue**

There is a growing need to be able to respond to the changing nature of communication technology. The Committee received testimony from a wireless provider that could substantially benefit many different users in the area as well as vessels out on the ocean. There is a need to continue to allow this type of public infrastructure to be installed while maintaining the character of the community.

b. Recommendation - Direct staff to:

33. Incorporate provisions for wireless telecommunications facilities in the community plan update.

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EXHIBIT B

PROJECT DESCRIPTION

The County is proposing a two tiered project consisting of a programmatic update of the Moss Landing Community Plan as a component of the existing NCLUP and analysis of specific development projects proposed within the Moss Landing Community.

Programmatic Update. The focus of the programmatic update will be to remove and replace out of date references, address policies which were applicable in the past but require revisions in response to changed circumstances, update the manner in which the Plan treats utility infrastructure including the need to address water availability, updating the sewer allocation system to accommodate existing and proposed development and allow for future development on land that has been granted land use, and address Highway 1 circulation needs, address Periodic Review comments made by the California Coastal Commission and update the design guidelines for the Community Plan.

The following specific modifications will be part of the CP update:

A. Changes to Land Use Map

1. Moss Landing Road. Change existing residential and commercial to Education – Scientific.
2. Sandholdt Road. Modify the Education - Scientific to Scenic and Natural Resource Recreation to match the adjacent land use.
3. South of Sandholdt Road. Change Light Industrial designation to Scenic and Natural Resource Recreation (land outside wetland) and Wetland and Coastal Strand (Land inside wetland).
4. Moss Landing Road. Designate entire Elkhorn Slough Foundation property as “Recreation and Visitor Serving”.

B. Update Land Use Designations

1. Harbor District. Revise land use designation to recognize current use of harbor properties and to accommodate future harbor users. Remove references to the harbor expansion.
 - a. Strengthen language to specifically address shore erosion on the east side of the Island including such measures as “bulkheading” or other measures to stabilize the shoreline.
2. Light Industrial. Modify the Island land use designation from Light Industrial and create a new Special Treatment Area – Moss Landing Island designation with a description to address the important uses of the Island as it relates to Moss Landing. Including a provision to allow one restaurant on the Island.
3. Heavy Industrial. Update the language related to the power plant to reflect the improvements made to the site. Develop language that recognizes ownership and user changes over time so as to not render the plan out of date. Add to the land use designation on the old Refractories site a “Special Treatment Area” overlay on the Heavy

Industrial zoning designation. The title of the Special Treatment Area would be a hybrid designation titled Moss Landing Business Park. The Special Treatment area would allow coastal dependent and coastal related industrial uses and would develop policies that take into account the unique setting and protect the natural resources on and around the site. The Special Treatment area would encourage co-development of operations which can reuse waste heat or other effluent streams as part of their processes. Development within the special treatment area would include limitation on the ultimate development in relationship to an estimated sewer allocation of 25,000 gallons per day.

C. Design Guidelines

Update design guidelines that are sensitive to the existing character of the community, but allow for expanded styles of historic architecture and allow for material alternatives that replicate historic materials, but are more durable.

D. Infrastructure

1. Sewer. Expand the sewer allocation system by approximately 75% to allow:
 - i. Existing uses to continue in their current mode
 - ii. Prospective developments that was presented to the Community Plan Update Committee (Committee.)
 - iii. Additional uses that may be allowed to develop on undeveloped and under developed properties
 - iv. Connection of the Moss Landing Business Park to Sewer as soon as possible, as a condition of project or plan approval associated with the development of any new buildings.
 - v. Modification of the current land use regulatory system that relies upon a sewer allocation system as the primary means of limiting land use to a system that would allow land use regulations to control the type and intensity of development.
2. Water. The update of the Moss Landing Community Plan needs to develop an approach to address the demand for water to support short and long term growth in relation to the concern about ground water overdraft. The County is exploring a staged development plan to allow a certain amount of development to proceed under existing conditions and to restrict some development until alternative sources of water are determined.
3. Circulation. Provide for pedestrian and bicycle circulation along roadways and waterways to create connections within the community that are not reliant upon automobile circulation. Develop at least one access point onto the beach that is accessible to persons with disabilities. Incorporate pedestrian connections into the design guidelines, and to provide other improvements such as picnic tables or benches to connect developments in a pedestrian friendly manner.
4. Traffic. The recommendations of the Committee included the provision that a traffic study be prepared consistent with the Caltrans Corridor Systems Management Plan (A plan do address highway corridor needs between Santa Cruz County and the Monterey Peninsula) and include success criteria by which future projects are evaluated. The criteria could be, but are not limited to such factors as: resource impacts (wetlands, farmlands, etc.), safety needs, congestion reduction, community acceptance (local and

regional), fundability, total overall delay at node, and possible alternative routes. An economic development study being prepared by Applied Development Economics (ADE) will initiate the process of developing success criteria for circulation improvements. The EIR will need to formalize the process of using the success criteria to identify circulation related improvements. The EIR will also include a comprehensive evaluation of transportation and circulation that does not limit circulation to Highway 1. In addition the Committee recommended:

- a. The Moss Landing Community should develop multiple viable modes to transportation which is not reliant upon single occupancy vehicles. The Plan update needs to tie together mass transit opportunities with significant pedestrian and bicycle linkages.
- b. There is a need to provide some connectivity between Moss Landing Business Park and the development on the west side of Highway 1.
- c. There are some small local short term improvements that could be implemented including:
 - i. Realigning the Moss Landing Road, Potrero Road, and Highway 1 intersection.
 - ii. Consolidating and realigning driveways along Highway 1.
 - iii. Installation of acceleration and deceleration lanes
 - iv. Lower the speed limit along Moss Landing Road.
5. Street Lights -- Provide capability to install low profile street lights that meet dark sky criteria and produce a minimum amount of glare but add to the safety of the community.
6. Urban Services Boundary. Expand the Moss Landing Urban Services Line to include the Moss Landing Business Park, the Moss Landing Power Plant and Moss Landing Switch Yard.
7. Wireless Communication -- Incorporate provisions for wireless telecommunications facilities in the community plan update.

Project Specific Analysis. The second level of analysis is related to specific projects that are proposed within the Moss Landing Community. These projects are as follows:

Moss Landing Harbor District (No File)

Island

I. 7881 Sanholdt Road – Redesign of tenant space within building

North Harbor Property

II. Boat wash facility – waiting for resolution of waste water solution

III. 30 unit hotel identified in Moss Landing Community Plan

IV. Pisto Restaurant (DA070532) – Construction of 6,000 square foot restaurant.

Monterey Bay Aquarium Research Institute Master Plan (PLN080006)

Short Term

- A. 7700 Sanholdt Road. 57,000 square foot research facility to provide laboratory space for several research center spaces, and removal of a finger pier to allow better maneuvering of existing research vessel.

- B. 7600 Sanholdt Road. 34,000 square foot replacement of an existing building on parcel that currently houses Phil's Fish Market and MBARI facilities; this building will support research centers and activities associated with integration and testing of oceanographic equipment prior to deployment of research vessels.

Long Term (To begin in 2030)

- C. 7500 Sanholdt Road. 66,500 square foot building which would support science and engineering ocean dependent research activities, and
- D. 7700 Sanholdt Road. 7,500 square foot dock house "k" with a 30 foot dock extension for marine operations staff and research vessel replacement.

Moss Landing Marine Laboratories. (PLN080071)

Short Term

1. 7539 Sanholdt Road. 36,000 square feet (warehouse, offices, shops, and off loading facilities) and 15,000 square feet of dock/wharf area. (20 Occupants)

Long Term

2. 7544 Sanholdt Road. 2,600 square feet of mixed use (office and warehouse facilities) (6 Occupants)
3. 7722 Sanholdt Road. 7,400 square foot research building, 8,520 square foot concrete slab for aquaculture, and 300' pier. (8-10 occupants)
4. Sanholdt Center. Adjacent to main campus, 30,000 square foot residential housing, office and conference facility. (Occupants 70)

Gregg Drilling. (PLN090036) Assessor's Parcel Numbers 133-251-004, 005, 006 008, 009.

- 8,000 to 9,000 square foot building,
- 25 employees.
- High tech operations will take place in the building (remote drilling, data collecting) and other fabrication.
- Moss Landing would be the home port of the Quinn Delta.
- Gravel's boat yard, custom covers and Woodward Marine will remain on site.
- Installation of new bulkhead along shore, new dock and dredging of portion of the harbor.

Moss Landing Green Business Park

- 300,000 square feet of coastal dependent and related industrial, office and warehouse space.

Storm Drain Master Plan

County of Monterey

The County of Monterey will be installing storm drainage facilities including curb gutter and sidewalk along Sandholdt Road and Moss Landing Road, and installation of an underground storm collection system along Moss Landing Road and Sandholdt Road. The storm water collection will include the installation of new bike lanes, curb, gutter and sidewalk. Drainage will be collected and released into the Harbor and across the Elkhorn Slough Foundation property into the Moro Cojo Slough. .

In addition new street lighting and necessary underground utilities and above ground transformers will be installed to protect the public health and safety.

In addition the following levels of development were considered in the Community Plan Update Committee meetings:

North Harbor

130 Motel Rooms

100 Seat Restaurant

Retail Buildings (10,000 sq ft)

The Island

Commercial Buildings (20,000 Sq. ft.)

The Downtown

20 Residential Units

150 seat Restaurant

Comercial Buildings (10,000 sq ft)

30 Unit Motel

The EIR will address all components (planning, phasing, construction and operations) of the proposed Moss Landing Community Plan Update, and the specific development projects that could have a physical effect upon the environment.

PROPOSAL PACKAGE SECTION

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP 10207
ISSUE DATE: June 19, 2009



RFP TITLE: Moss Landing Community Plan Update EIR
PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2009

ADDRESS:
CONTRACTS/PURCHASING
OFFICER
COUNTY OF MONTEREY
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
John Ford, (831) 796-6049

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

☐ **PRICING IN WITH AN (1) ORIGINAL AND THREE (3) COPIES**

☐ **ETC**

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

City: _____

State _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____