NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING AGENDA

Wednesday, January 19, 2022, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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AGENDA

CALL TO ORDER

APPROVAL OF AGENDA

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

Comments from the public will not receive Council action. Comments must deal with matters on the Closed Session agenda and will be limited to three minutes

A. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Mayor Bill Peake
Employee: City Manager Ben Harvey

ADJOURNMENT

NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, January 19, 2022, 6:00 P.M.

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

The Council will not begin consideration of any item on this agenda later than 10:00 p.m. unless such consideration is approved. Any items on this agenda not considered this evening will be continued to a future meeting.

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Finance Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the City Council is by sending an email to citycouncil@cityofpacificgrove.org. In order to allow the City Council adequate time to review communication related to an agenda item, it is recommended that the communication be sent no later than 9:00 AM on the day prior to the City Council meeting.

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MEETING INSTRUCTIONS

The public may also view the meeting on the Peninsula Channel 25.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Tomlinson

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

   A. Report on Closed Session by City Attorney

   B. Other

4. **GENERAL PUBLIC COMMENT**

   General Public Comment must deal with matters subject to the jurisdiction of the City and the Council that are not on the Regular Agenda. This is the appropriate place to comment as to items on the Consent Agenda, only if you do not wish to have the item pulled for individual consideration by the Council. Comments from the public will be limited to three minutes and will not receive Council action. Comments regarding items on the Regular Agenda shall be heard prior to Council's consideration of such items at the time such items are called. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.

CONSENT AGENDA

The Consent Agenda deals with routine and non-controversial matters, and may include action on resolutions, ordinances, or other public hearings for which testimony is not anticipated. The vote on the Consent Agenda shall apply to each item that has not been removed. Any member of Council, staff, or the public may remove an item from the Consent Agenda for individual consideration. When items are pulled for discussion, they will be automatically placed at the end of their respective section within the Regular Agenda. One motion shall be made to adopt all non-removed items on the Consent Agenda.

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**

   Items pulled from this section will be placed under 12. Unfinished and Ongoing Business

   A. Minutes of the December 15, 2021 City Council Regular and Special Meetings **PG 9**
   Reference: Sandra Kandell, City Clerk
   Recommended Action: Approve minutes.
   CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

   B. Minutes of the January 12, 2022 City Council Special Meeting **PG 19**
   Reference: Sandra Kandell, City Clerk
   Recommended Action: Approve minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. RESOLUTIONS

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Application for State Project HOMEKEY Round 2 Funding **PG 25**

Reference: Anastacia Wyatt, Housing Program Manager

Recommended Action:

1. Adopt a Resolution with the City as the lead applicant and SLI as the co-applicant, authorizing the submittal of an application to the California Department of Housing and Community Development (HCD) in the amount not to exceed $15,000,000 for the conversion of the Monarch Resort into a Homekey project.
2. Authorize the City Manager or her designee to execute a MOU with Shangri-La Industries memorializing roles and responsibilities.
3. Authorize the City Manager or her designee to execute agreement(s) and/ or implementing documents with Shangri La Industries and Step Up Second Street, Inc. to effectuate the implementation of a Homekey project in the City of Pacific Grove.
4. Authorize the City Manager or her designee to execute funding agreement and other implementing documents with the State of California Department of Housing Community Development.

CEQA: Statutory Exemption, CEQA Guidelines Section 15268, Ministerial Projects

7. ORDINANCES

Items pulled from this section will be placed under 11. Public Hearings

A. Ordinance to Amend the City Salary Classification Schedule - Adding IT Support Specialist **PG 51**

Reference: Leticia Livian, HR Director and Tori Hannah, ASD Director/Assistant City Manager

Recommended Action: Hold second reading and adopt an ordinance to amend the salary classification schedule to add a salary for Information Technology Specialist and approve the amendment.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

8. REPORTS – INFORMATION ONLY

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Monterey Salinas Transit Minutes of November 15, 2021 **PG 59**

Reference: Joe Amelio, Councilmember

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Check Register Report – December 2021 **PG 67**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Core Revenue Report Status for December 2021 **PG 113**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Receive the Core Revenue Status Report for December 2021.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. City Council Goals and Tactics - Update **PG 117**
Reference: Ben Harvey, City Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. REPORTS – REQUIRING ACTION

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Ratification of New Local Emergency Actions **PG 123**
Reference: Ben Harvey, City Manager
Recommended Action: Receive report of emergency directives/modifications.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Appointments to City Boards, Committees and Commissions **PG 125**
Reference: Bill Peake, Mayor
Recommended Action: Approve appointments to City Boards, Committees and Commissions listed below.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

Items pulled from this section will be placed under 13. New Business

A. Beautification and Natural Resource Commission Meeting Minutes: October 19, 2021 **PG 153**

Reference: Daniel Gho, Public Works Director

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Economic Development Commission Meeting Minutes: November 4, 2021 **PG 155**

Reference: Ben Harvey, City Manager

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Diversity, Equity and Inclusion Task Force Minutes: 11-8-21 **PG 161**

Reference: Sandra Kandell, City Clerk

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. PUBLIC HEARINGS

For public hearings involving a quasi-judicial determination by the Council, the proponent of an item may be given 10 minutes to speak and others in support of the proponent's position may be given three minutes each. A designated spokesperson for opposition to the item may be given 10 minutes to speak and all others in opposition may be given three minutes each. Very brief rebuttal and surrebuttal may be allowed in the sole discretion of the Council. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given three minutes to speak on the matter. Public hearings on non-controversial matters or for which testimony is not anticipated may be placed on the Consent Agenda, but shall be removed if any person requests a staff presentation or wishes to be heard on the matter.

A. Tree Appeal 718 Sunset Drive **PG 165**

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action:

1. Hold a de novo public hearing for tree removal permit application 21-104
2. Uphold the decision of the City Arborist and the Beautification and Natural Resources Commission (BNRC) for tree removal permit application 21-104 denying the removal of one Monterey Pine at 718 Sunset Drive and deny the appeal of Moe Ammar

CEQA: Categorical Exemption, CEQA Guidelines Section 15304, Class 4, Minor Alterations to Land

12. UNFINISHED AND ONGOING BUSINESS

A. Public Works Warehouse and Office Building Fire Replacement and Repair **PG 201**

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action: Authorize an agreement with Jacob Construction & Design not to exceed $485,643 plus a 15% contingency for the replacement of the metal building & repairs to the administration office at the Public Works Corporation Yard.

CEQA: Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

13. NEW BUSINESS

A. Status of the City's MPWMD Water Allocation, Water Entitlement and City's Water Wait List Architectural Permits **PG 227**

Reference: Laurel O'Halloran, Associate Planner

Recommended Action: Receive a report on the status of the City's water reserves per the November 2021 Monterey Peninsula Water Management District (MPWMD) monthly allocation report and monthly entitlement report and discuss potential options for owners on the City's Water Wait List.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Promissory Agreement for Payment of Water Entitlement for the PG Hotel, formerly known as the Hotel Durrell **PG 231**

Reference: Laurel O'Halloran, Associate Planner

Recommended Action: Approve a promissory agreement for water entitlement for the Pacific Grove (PG) Hotel, formerly known as the Hotel Durrell, to be located at 157 Grand Avenue (APN 006-173-002)

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2021 **PG 271**

Reference: Tori Hannah, Administrative Services Director/Assistant City Manager

Recommended Action:

- Receive the Annual Comprehensive Annual Financial Report, which includes the Auditor's Opinion on the City's financial statements, from the City's independent auditor, Chavan & Associates, LLP
- Receive the Transportation Safety and Investment Plan Account Fund (TAMC Measure X) Report, which includes the Auditor's Report by the City's independent auditor, Chavan & Associates, LLP
- Receive a status on improvements based on the auditor's recommendations that are being implemented, and provide any desired direction.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. CONCEPT REVIEW: ARPA Funding Public Outreach **PG 293**

Reference: Ben Harvey, City Manager

Recommended Action: Review proposed public outreach approach and provide direction to staff.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

E. Leadership - Mastering Your Role as an Elected Official **PG 297**

Reference: Bill Peake, Mayor

Recommended Action: Receive report and discuss.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

F. Council Liaison Role **PG 299**

Reference: Nick Smith, Councilmember

Recommended Action: Review role and provide staff direction.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

G. Elizabeth Hull Legal Services for ATC Project **PG 301**

Reference: Bill Peake, Mayor

Recommended Action:

1. Approve payment not exceeding $100,000 to Best Best & Krieger LLP for Elizabeth Hull legal services related to development/commercial real estate of the ATC Hotel and Commercial Project.
2. Discuss financial controls for Council approved items that do not have stated expenditure limits.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

NOTICE OF ADA COMPLIANCE: Pursuant to Title II of the Americans with Disabilities Act (Codified At 42 United States Code Section 12101 and 28 Code of Federal Regulations Part 35), and Section 504 of the Rehabilitation Act of 1973, the City of Pacific Grove does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, disability, age or sexual orientation in the provision of any services, programs, or activities. The City of Pacific Grove does not discriminate against persons with disabilities. City Hall is an accessible facility. A limited number of assisted listening devices will be available at this meeting. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Sandra Kandell, City Clerk
MEETING DATE:	January 19, 2022
SUBJECT:	Minutes of the December 15, 2021 City Council Regular and Special Meetings
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

AMENDED REGULAR MEETING

Wednesday, December 15, 2021, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THEGOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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877 853 5247 US (Toll-free)
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669 219 2599

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 6:00 p.m. City Clerk Kandell conducted roll call with the following Council present via Zoom Webinar: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, McAdams, Poduri and Tomlinson. Councilmember McAdams left the meeting at approximately 6:13 p.m.

PLEDGE OF ALLEGIANCE
Councilmember Poduri led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Mayor Peake recommended Regular Agenda item 11A be heard immediately.

Action: Upon motion by Councilmember Tomlinson and seconded Councilmember Amelio, the Council approved the agenda as amended.

Motion carried 7-0, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, McAdams, Poduri, Tomlinson.
NOES: None.
ABSENT: None.

11.A. Resolution to Declare a Fiscal Emergency; Resolution to Call a Special Election for April 12. 2022 and Urgency Ordinance to Authorize a ½ Cent Sales Tax Increase. ***During the Approval of the Agenda, this item was moved forward to be heard immediately.***
No public comment was received.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Tomlinson, the Council adopted Resolution No. 21-035 declaring a fiscal emergency.

Motion carried 7-0, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, McAdams, Poduri, Tomlinson.
NOES: None.
ABSENT: None.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Tomlinson, the Council adopted Resolution No. 21-036 calling for an April 12, 2022 Special Election for a ½ cent sales tax increase.

Motion carried 7-0, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, McAdams, Poduri, Tomlinson.
NOES: None.
ABSENT: None.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Tomlinson, the Council adopted Urgency Ordinance No. 21-032.

Motion carried 7-0, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, McAdams, Poduri, Tomlinson.
NOES: None.
ABSENT: None.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

2. PRESENTATIONS

A. Monarch Butterfly Sanctuary Update
Action: Council received presentation.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

3. COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)

A. Council and staff made general announcements.

DRAFT

4. GENERAL PUBLIC COMMENT

Public comment was received from Cathy Wooten, Bob Oliver, Lisa Ciani, Anthony Ciani, Carmelita Garcia, and Bob Oliver regarding 9C.

CONSENT AGENDA

Action: Councilmember Coletti registered a no vote as to Consent Agenda item 7B, Second Reading of an Ordinance to Amend the City Salary Classification Schedule (MEA Classifications).

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council approved the Consent Agenda.

Motion carried 6-0-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, Poduri, and Tomlinson.
NOES:	None.
ABSENT:	Councilmember McAdams.

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

A. Minutes of the December 1, 2021, City Council Closed Session and Regular Meeting
Action: Approved minutes as amended via Errata.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. RESOLUTIONS

7. ORDINANCES

A. Second Reading of an Ordinance to Amend the Salary Classification Schedule (Minimum Wage)
Action: Held second reading and adopted Ordinance No. 21-033 to amend the salary classification schedule modifying salary ranges for Cashier, Intern, Lighthouse Docent Coordinator, Recreation Assistant I, Recreation Assistant II and Recreation Supervisor and deleting Cross Guard from the salary schedule.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Second Reading of an Ordinance to Amend the City Salary Classification Schedule (MEA Classifications)
Action: Held second reading and adopted Ordinance No. 21-034 to amend the salary classification schedule modifying the salary range for Construction Project Manager, Management Analyst and Principal Planner. Councilmember Coletti registered a no vote on this item.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Second Reading of an Ordinance to Approve an Amendment to the Fiscal Year 2021/22 Operating and Capital Improvement Budget

DRAFT

Action: Held second reading and adopted Ordinance No. 21-035 amending the Fiscal Year 2021/22 Operating and Capital Improvement Budget
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

8. REPORTS – INFORMATION ONLY

A. Check Register Report – November 2021
Action: Received the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Core Revenue Report Status for November 2021
Action: Received the Core Revenue Status Report for November 2021.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Status of Documents Management System - Posting of Online Agreements
Action: Received report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. Monterey One Water Board of Directors Year in Review - 2021
Action: Received report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. REPORTS – REQUIRING ACTION

A. Ratification of New Local Emergency Actions
Action: Received report of emergency directives/modifications.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Contract with Harris & Associates, Inc. for Staff Planner Services
Action: Approved an Agreement for Professional Services with Harris &Associates, Inc. for contract planning services.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Sanitary Sewer Root Control
Action: Authorized execution of an agreement with Duke's Root Control, Inc. forRoot Control of Various Sanitary Sewer Lines in an amount not to exceed $69,186.77 plus a 15% contingency per fiscal year, with two (2) extension options, each for an additional year, by mutual letter.
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

D. Appointment to Monterey-Salinas Transit Board of Directors
Action: Approved appointment of Councilmember Poduri as alternate to the Monterey-

DRAFT

Salinas Transit Board of Directors.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

A. Diversity, Equity and Inclusion Task Force Meeting Minutes: September 13, 2021 and October 11, 2021
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. PUBLIC HEARINGS

A. Resolution to Declare a Fiscal Emergency; Resolution to Call a Special Election for April 12, 2022 and Urgency Ordinance to Authorize a ½ Cent Sales Tax Increase
During the Approval of the Agenda, this item was moved and heard immediately following the Approval of the Agenda. See above for action taken.
Reference: Ben Harvey, City Manager
Recommended Action:

1. Adopt a resolution declaring a fiscal emergency;
2. Adopt a resolution calling for an April 12, 2022 Special Election for a ½ cent sales taxincrease; and
3. Adopt an urgency ordinance.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Ordinance to Amend the City Salary Classification Schedule - Adding IT Support Specialist
Public comment was received from Lisa Ciani and Inge Lorentzen Daumer.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council held first reading of an ordinance to amend the salary classification schedule for Information Technology Support Specialist, establish a salary range for this new classification and direct that a summary of a proposed ordinance be published as approved by the City Attorney

Motion carried 6-0-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, Poduri, and Tomlinson.
NOES:	None.
ABSENT:	Councilmember McAdams.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

12. UNFINISHED AND ONGOING BUSINESS

A. Lovers Point Pier Assessment Award of Contract
Public comment was received from Anthony Ciani.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council authorized an agreement with GHD for the Lovers Point Pier Repair Assessment in an amount not to exceed $99,852.

Motion carried 6-0-1, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, Poduri, and Tomlinson.
NOES: None.
ABSENT: Councilmember McAdams.

CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

13. NEW BUSINESS

A. Concept Review: Proposed Legends of the Autobahn Full Cost Recovery Special Event
Public comment was received from Moe Ammar, Anthony Ciani, Peter Mounteer, and Lisa Ciani.

Action: Council received concept review regarding proposed full cost recovery special event, provided direction to begin the permitting and planning process for the Legends of the Autobahn full cost recovery special event at the Pacific Grove Golf Links, and requested return with event details prior to the time of City Special Event Calendar approval.
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

B. Authorize the City Manager to extend the 30% discount to the Water Entitlement price shown on the Master Fee Schedule
Public comment was received from Anthony Ciani and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Tomlinson and seconded by Councilmember Amelio, Council directed the City Manager to apply a 30% discount to the Water Entitlement Price shown on the Master Fee Schedule through July 1, 2022.

Motion carried 6-0-1, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Coletti, , Poduri, and Tomlinson.
NOES: None.
ABSENT: Councilmember McAdams.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

14. FULL PRESENTATIONS

15. CLOSED SESSION

A. ~~Conference with Real Property Negotiators (Government Code § 54956.8)~~
~~Property: 529 Central Avenue, Pacific Grove~~
~~City Negotiators: City Manager Ben Harvey, City Attorney David Laredo, Attorney~~
~~Negotiating Party(ies): Craig Riddell representing I&P Brothers, LLC~~
~~Under negotiation: Price and terms of pa8yment~~

ADJOURNMENT

Council adjourned the regular meeting at 8:14 p.m. and took a break before commencing the special meeting at 8:23 p.m.

DRAFT

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

Wednesday, December 15, 2021, 8:00 P.M. **OR IMMEDIATELY TRAILING THE CONCLUSION OF THE REGULAR MEETING**

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THEGOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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669 219 2599

DRAFT

CALL TO ORDER

Mayor Peake called the meeting to order at 8:23 p.m. City Clerk Kandell conducted roll call with the following Council present via Zoom Webinar: Mayor Peake, Councilmembers Amelio, Coletti, Poduri and Tomlinson. Absent: Mayor Pro Tem Smith and Councilmember McAdams

1. APPROVAL OF AGENDA

Action: Upon motion by Councilmember Coletti and seconded Councilmember Poduri, the Council approved the agenda.

Motion carried 5-0-2, by the following roll call vote:

AYES: Mayor Peake, Councilmembers Amelio, Coletti, Poduri, Tomlinson.
NOES: None.
ABSENT: Mayor Pro Tem Smith and Councilmember McAdams.

2. ~~COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)~~

REGULAR AGENDA

3. NEW BUSINESS

A. Concept Review: Unsolicited Request for Sale of City Parking Lot - Proposed Mixed Use Project
Public comment was received from Lisa Ciani, Anthony Ciani, Inge Lorentzen Daumer, Bob Oliver, Thom Akeman, Don Desai, and Craig Riddell.

Action: Council convened a concept review discussion for unsolicited proposal to sell City-owned parking lot for proposed mixed-use project and provided direction to staff to commence negotiations.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

ADJOURNMENT
Council adjourned the special meeting at 9:07 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____Date_____

Attest by City Manager: _____Date_____

DRAFT

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk

MEETING DATE: January 19, 2022

SUBJECT: Minutes of the January 12, 2022 City Council Special Meeting

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

AMENDED SPECIAL MEETING

Wednesday, January 12, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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877 853 5247 US (Toll-free)
669 900 9128
669 219 2599

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 6:00 p.m. City Clerk Kandell conducted roll call with the following Council present via Zoom Webinar: Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Coletti, Poduri, Smith and Tomlinson.

A. Remote Teleconference - AB 361
Public comment was received from Inge Lorentzen Daumer, Toula Hubbard, Mark Stevens, Kate Spencer, and Lisa Ciani.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Mayor Peake, Council ratified Resolution No. 21-029 Emergency Teleconferencing authorizing remote teleconference meetings of all City legislative bodies for the following 30 days in accord with the Ralph M. Brown Act.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Coletti, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

PLEDGE OF ALLEGIANCE
Councilmember Smith led the pledge of allegiance.

1. **APPROVAL OF AGENDA**

Action: Mayor Peake recommended deferring Agenda item 2 Council and Staff Announcements.

Action: Upon motion by Councilmember Smith and seconded Councilmember Amelio, the Council approved the agenda as amended.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Coletti, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

~~2. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**~~

REGULAR AGENDA

3. **PUBLIC HEARINGS**

A. Appeal of Planning Commission Denial of Architectural Permit, Tree Permit with Development, Use Permit, and Coastal Development Permit Application No. AP/TPD/UP/CDP 19-0363 to allow the demolition and partial demolition of existing commercial buildings, removal of on-site trees, and the redevelopment of the site for a 225-room hotel with associated hotel amenities including the sale of alcoholic beverages, 10,968 square feet of retail commercial uses, and on-site parking for 290 cars, including 255 valet parking spaces and consider an appeal of the Planning Commission's decision not to certify the EIR. The project proposes a totalfloor area of 353,489 sf (gross floor area of 317,160 sf) on a 5.597-acre project site, with the Use Permit also applying to the use and improvements to the parking lot at 124 Central Avenue. The project is proposed pursuant to PGMC §23.31.025, §12.60.010, §23.31.020, and Chapter 23.90.

Mayor Peake opened the public hearing.

Mayor Peake reported ex parte communications with Debra Geiler, Rob Mullane and City Attorney David Laredo. Councilmember Poduri reported ex parte communications with Debra Geiler, Mike Zimmerman, former Mayor Pro Tem Robert Huitt, and former Mayor Bill Kampe, Rob Mullane. Councilmember Poduri attempted to meet with Anthony Ciani, representative for Pacific Grove Coast Watch, but did not. Councilmember Amelio reported ex parte communications with former Mayor Pro Tem Robert Huitt. No other members of Council reported ex parte communications.

Mayor Peake provided sequence of events. Upon motion by Councilmember Tomlinson and seconded by Councilmember Coletti, the Council voted to limit public comment to 2 minute per speaker with the exception of Anthony Ciani who was granted 10 minutes.

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Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Coletti, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

Rob Mullane presented to Council.

Applicant Debra Geiler and Team were allowed 30 minutes to present to Council.

Public comment was opened and received from Anthony Ciani, Moe Ammar, Peter Mounteer, Lori McDonnell, Lucy Moore, Robert Huitt, John Tilley, Norm Groot, Christi Metzner, Anna Mourlam, Anne Hober, David Blaskovich, Michelle Knight, Jessica von Borck, Thom Akeman, Melissa McClesky, Kim Akeman, Joaquin Sullivan, Melanie Moreno, Mia Jarick, Jackie Schaeffer, Manuel Pinheiro, John Evans, Marilyn Schultz, Deme, Marietta Bain, Maylin Lyon, Dalton Lyon, Mark Stevens, Chris Hubbard, Brooks Leffler, Janet Cohen, Michelle Raine, Cari Rotoli, Dan Miller, Kate Spencer, Jennifer Haydu, Dr. Francine Michael, Ken Krings, Rebecca Lee, Lisa Ciani, Cosmo Bua, Amanda Preece, Kimberly Brown, Richard Frank, Kathy Nolet, Toula Hubbard, V. Balestreri, Bill Kampe, Csilla Foss, Debby Beck, Darious Mohsenin, Jane Haines, Patsy Volpe, Ed Shedlowski, Craig Bell, Bill Bluhm, Gretchen Flesher, Dave Stoldt, Bill Gilreath, Jeanne Byrne, and Inge Lorentzen Daumer.

Mayor Peake closed the public hearing.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Amelio, the Council moved that the City Council of the City of Pacific Grove adopt Resolution No. 22-001 adopting environmental findings pursuant to the California Environmental Quality Act, certifying the American Tin Cannery Hotel and Commercial Project Final Environmental Impact Report (SCH #2019110152), adopting the Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations.

Motion carried 6-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Poduri, Smith, and Tomlinson.
NOES:	Councilmember Coletti.
ABSENT:	None.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Amelio, the Council moved that the City Council of the City of Pacific Grove adopt Resolution No. 22-002 overturning the Planning Commission's denial of the project and approving Architectural Permit, Tree Permit with Development, Use Permit, and Coastal Development Permit AP/TPD/UP/CDP 19-0363 and General Plan Consistency Findings for the vacation of the Sloat Avenue easement to allow the partial demolition of existing commercial buildings, removal of on-site trees, and the redevelopment of the

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site for a 225-room hotel with associated hotel amenities including the sale of alcoholic beverages,10,968 square feet of retail commercial uses, and on-site valet and self-service parking for a total of 290 cars. The project proposes a total floor area of 353,489 square feet (gross floor area of 317,160 square feet) on an approximately 5.597-acre project site pursuant to PGMC §23.31.025, §12.60.010, §23.31.020, and Chapter 23.90, contingent on certification of the Final EIR for the project, with provisions to Conditions #11 and #48 as discussed at the hearing and the addition of a new condition with respect to conferring with State Water Board staff prior to utilizing a Pacific Grove Local Water Project entitlement.

Motion carried 6-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Poduri, Smith, and Tomlinson.
NOES:	Councilmember Coletti.
ABSENT:	None.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Amelio, the Council moved that the City Council of the City of Pacific Grove adopt Resolution No. 22-003, declaring the City's intent to vacate excess right-of-way located on Sloat Avenue, excepting and reserving rights for existing public utility facilities, and setting a time and place for a public hearing on said right-of-way vacation.

Motion carried 6-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem McAdams, Councilmembers Amelio, Poduri, Smith, and Tomlinson.
NOES:	Councilmember Coletti.
ABSENT:	None.

CEQA: Environmental Impact Report

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ADJOURNMENT

Council adjourned the special meeting at 12:20 a.m. on January 13, 2022.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____Date_____

Attest by City Manager: _____Date_____

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Anastacia Wyatt, Housing Program Manager
MEETING DATE:	January 19, 2022
SUBJECT:	Application for State Project HOMEKEY Round 2 Funding
CEQA:	Statutory Exemption, CEQA Guidelines Section 15268, Ministerial Projects

RECOMMENDATION

1. Adopt a Resolution with the City as the lead applicant and SLI as the co-applicant, authorizing the submittal of an application to the California Department of Housing and Community Development (HCD) in the amount not to exceed $15,000,000 for the conversion of the Monarch Resort into a Homekey project.
2. Authorize the City Manager or her designee to execute a MOU with Shangri-La Industries memorializing roles and responsibilities.
3. Authorize the City Manager or her designee to execute agreement(s) and/ or implementing documents with Shangri La Industries and Step Up Second Street, Inc. to effectuate the implementation of a Homekey project in the City of Pacific Grove.
4. Authorize the City Manager or her designee to execute funding agreement and other implementing documents with the State of California Department of Housing Community Development.

DISCUSSION

Housing staff is required to ensure affordable housing goals are planned for and met for the City's required Regional Housing Needs Allocation (RHNA) requirements. The City has not met its 2015-2023 RHNA required units for very low, low, or moderate income housing units. The remaining requirement for very-low income units is 27, low is 6, and moderate is 3. This project would assist the City in exceeding its very low income allocation. City staff held an affordable housing Partnership Panel: Getting Creative with Affordable Housing Partnerships on Monday, October 18th to discuss possibilities for housing development with four housing developers that included Eden Housing, Interim Inc., MidPen Housing, and SLI. This partnership panel built on the City's Welcome Home Housing Initiative: Creating a More Affordable Future. Discussions with SLI revealed two properties could be possibilities for very-low income housing that could meet the goals of the State Project Homekey requirements. Project Homekey funding is for the conversion of a hotel to permanent affordable housing for chronically homeless households.

The Monarch Resort was identified for sale and a potential match for the program. SLI determined the

Monarch Inn, at the cost of $300,000 per door or $15,000,000 for the entire property would be feasible for acquisition and rehabilitation (A&R). Staff met with SLI, Step Up and the Coalition of Homeless Services Providers on January 10, 2022 to discuss project details and potential. Per HCD requirements, the City would be the lead applicant and SLI would be the co-applicant. SLI is proposing that it own and operate the property and that its partner service provider, Step Up, be the approved service provider and property manager. SLI would utilize State Homekey Round 2 funding to acquire the motel(s), and secure bank financing to fill-in any costs related to the acquisition and rehabilitation/reconfiguration not covered by the Homekey grant. The City would work with the Coalition of Homeless Services Providers, the State and other partners to determine eligible funds to capitalize an operating reserved based on a current monthly Fair Market Rent (FMR) of $1,466/studio per the Housing Authority of the County of Monterey (HACM). The CoC and Housing Authority have Emergency Housing Vouchers and other vouchers that could fill this gap to fund the very-low income units. SLI assumes an annual FMR adjustment of 3%. Additionally, the City will need to work with the State and funding partners to provide funding for supportive services at $5,500 per unit per year. Per HCD requirements, the application must demonstrate sufficient funding for at least the first five years of operations.

Homekey Round 1: In 2020, the State issued a Notice of Funding Availability (NOFA) for Project Homekey Round 1 as a statewide effort to rapidly sustain and expand housing for persons experiencing homelessness and impacted by COVID-19. Over $800 million in funding was provide for 94 projects that will result in over 6,000 units of affordable housing. Based on the success of Round 1, the State included $1.45 billion in the FY 2021/22 budget for Homekey Round 2, including $1.2 billion from Coronavirus State Fiscal Recovery Funds and $250 million from the State's General Fund.

Homekey Round 2 Requirements: In September 2021, the State Department of Housing and Community Development (HCD) released a NOFA inviting local jurisdictions to apply for Round 2 funding. This funding is divided into eight geographic regions and projects are awarded on a first-come-first serve basis. The funding is available on a continuous and over the counter basis until May 2022 or until funds are exhausted, whichever comes first. Homekey represents an opportunity to tap into significant State funding to address local homelessness and to assist those at-risk of homelessness. Funds must be used to provide housing for the target population of individuals and families experiencing homelessness or who are at risk of homelessness and who are impacted by or at increased risk for medical diseases or conditions due to COVID-19 and other communicable diseases. The list of eligible uses for Homekey funding is as follows:

- Acquisition, rehabilitations, of motels, hotels, apartments, homes, residential or commercial facilities for elderly, manufactured housing, other buildings that could be converted to permanent or interim housing
- Master leasing of properties for non-congregate housing (Very project specific, consultation with HCD needed to go over details)
- New construction of dwellings
- Purchase of affordability covenants and restrictions for units
- Relocation costs for individuals who are being displaced as a result of the project
- Capitalized operating subsidies for units purchased, converted, constructed, or altered with funds

Early Application Bonus: To incentivize submission of applications as soon as possible, the State is offering a $10,000 per door bonus for applications submitted by January 31, 2022. HCD has divided the state into eight regions with a reserved funding allocation that are largely aligned with the various Councils of Government. There has been strong interest for this limited funding from the City's Central Coast Region, comprised of local jurisdictions located within Monterey, Santa Cruz, San Benito, San Luis Obispo and Santa Barbara counties. Therefore, there is an increased likelihood of funding the sooner the City applies. HCD anticipates providing award announcements to applicants within 45 days

of submission with the issuance of Standard Agreements to follow shortly after. It should be noted that the entire pool of funding for the Central Coast is approximately $43 million. After January 31, 2022, any unallocated geographic set-asides will be placed in a statewide pool. Applications for statewide pool opens on February 1, 2022. The $10,000 per door bonus is a significant incentive, especially for projects with a substantial number of units and for the City of Pacific Grove as the City has very little subsidies to create affordable housing.

The City's Homekey Program Round 2 application would seek to acquire the Monarch Resort, located at 1111 Lighthouse Avenue to provide 49 new affordable housing units for chronically homeless and homeless youth (ages 18-24) and one manager's unit. The property is currently operating as a hotel and is well-equipped to immediately provide homeless and chronically homeless individuals earning less than 30% of the Area Median Income with interim housing. The property would also have a unit dedicated to on-site property managers. Future residents will be referred to the project by local service providers that are part of the Coalition for Homeless Services Providers ("Coalition") and referral agencies with access to Monterey County Housing Authority set aside vouchers, allowing these individuals to keep those services and support networks as they transition into the housing. The City and its partners are prepared and well positioned to move quickly upon an award of Homekey funds. SLI is establishing Letters of Intent with the current property owner. SLI is responsible for completing required due diligence including an Appraisal, Property Needs Assessment, and Phase 1 Environmental Report. SLI has also initiated title report work. The City will facilitate the consideration and resolution of any necessary land-use or zoning changes to include outreach to adjacent property owners to provide notification about the proposal and to incorporate features to minimize impacts. The project's initial interim housing will operate under a proven Project Roomkey model.

The City and Step Up have coordinated with the Coalition of Homeless Services Providers to formalize the selection process of Homekey residents. The City anticipates that at least 49 households will either have a homeless set aside voucher or emergency housing vouchers (EHV). The Continuum of Care through the Housing Authority of the County of Monterey (HACM) received an allocation of 269 EHVs. Unfortunately, as of the development of this report only one EHV has been granted. Service providers are reporting that landlords are not interested in accepting the EHV. Luckily, the developer of this project is willing to accept the EHVs to reduce the needed rental subsidy. Because this housing can come on line so quickly, it is likely that a large number of EHVs will be available. For longer-term subsidies, it is anticipated that the developer will apply for Project Based Vouchers. Due to the time sensitive nature of the HCD Homekey Round 2 rolling application process, efficient, timely application submission is encouraged. HCD has established a four-month priority application period from the release date of the Homekey application through January 31, 2022 and will award a 'bonus' to applications submitted in this timeframe. Additional set-aside funding is available for projects, such as this project, that serve homeless youth. HCD has divided the state into eight regions with a reserved funding allocation that are largely aligned with the various Councils of Government. There has been strong interest for this limited funding from the City's Central Coast Region, comprised of local jurisdictions located within Monterey, Santa Cruz, San Benito, San Luis Obispo and Santa Barbara counties. Therefore, there is an increased likelihood of funding the sooner the City applies. HCD anticipates providing award announcements to applicants within 45 days of submission with the issuance of Standard Agreements to follow shortly after. It should be noted that the entire pool of funding for the Central Coast is approximately $43 million.

ENVIRONMENTAL REVIEW:

CEQA - Projects funded through the Homekey program get a statutory exemption from CEQA if they meet certain criteria such as follows:

- Contractors will pay prevailing wages and use skilled/trained workforce

- Any acquisition is paid for, in whole or part, with public funds
- Project units are deed restricted to people experiencing homelessness (VLI/LI households) for no fewer than 55 years

The full list is found in HSC 50675.1.4. Staff reviewed the project and believes the Monarch Resort meets the criteria found in HSC 50675.1.4

Land Use - There is a separate universal land use exemption that deems all Homekey projects "consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to… discretionary reviews or approvals." Given this exemption, staff does not anticipate that the project will require any discretionary land use review.

NEPA: The use of federal funds will require compliance under the National Environmental Policy Act (NEPA). Consistent with NEPA regulations, funding will not be distributed to a project until appropriate NEPA review and clearance is completed for that project.

Staff is recommending that Council authorize staff to submit an application by January 31, 2022 for State Homekey Round 2 funding consideration.

City staff is aware of the State Water Resources Control Board Cease & Desist Order and will continue to work with the project team to satisfy water requirements.

OPTIONS

An option to wait to apply for Homekey for the May deadline would mean to miss out on the additional $10,000 per-unit subsidy or to not apply and not convert the Monarch Inn to very-low income housing.

FINANCIAL IMPACT:

Submitting this application will have no net fiscal impact.Funds to support this project will be provided through Project Homekey funding and financing through the developer. Funds will be identified by additional grants and staff will return to apply for additional funding sources as needed for the project.

GOAL ALIGNMENT: Increase Affordable Housing: Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.

Attachments

City Resolution Project Homekey

HCD Project Homekey Resolution

MOU for Project Homekey

RESOLUTION NO. 18-xxx

AUTHORIZATION TO SUBMIT JOINT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR HOMEKEY ROUND 2 FOR CONVERSION OF A HOTEL TO PERMANENT SUPPORTIVE HOUSING

FINDINGS

1. WHEREAS, The California Department of Housing and Community Development released a Notice of Funding Availability on September 9, 2021 announcing the availability of approximately $1.45 billion in Homekey Program Round 2 funding to build upon the success of the first round of Homekey to continue statewide efforts to rapidly expand affordable housing options for persons experiencing homelessness or at risk of homelessness and who are impacted by COVID-19; and

2. WHEREAS, the City has identified existing Homekey partners, Shangri-La Industries, LLC (Shangri-La) and Step Up on Second, Inc. (Step Up), as its application partners for a Homekey Program Round 2 application; and

3. WHERAS, due to the time sensitive nature of the HCD Homekey Round 2 rolling application process, efficient, timely application submission is encouraged including prioritization of project that submit early and before January 31, 2022; and

4. WHEREAS, the City seeks to submit a timely application to the HCD for the Homekey Program Round 2 funding to purchase the Monarch Resort located at 1111 Lighthouse Avenue in the City of Pacific Grove, County of Monterey for interim housing for those experiencing chronic homelessness which would be converted to permanent supportive housing; and

5. WHEREAS, the City and its Homekey partners participated in the required Homekey Round 2 Pre-Application Consultation with the HCD staff and were encouraged to submit an application as soon as possible; and

6. WHEREAS, the governing entities of Step Up and Shangri-La will also approve the HCD Joint Application Resolutions and are facilitating the required due diligence including the appraisals, physical needs assessments, phase 1 environmental reports, and title reports and would own and operate the Properties; and

7. WHEREAS, the City of Pacific Grove has determined that the proposed project, if funded through Homekey, Round 2, would be statutorily exempt from CEQA under the Health and Safety Code Section 50675.1.4 and is also exempt under Public Resources Code 21080.50 related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing; and

8. WHEREAS, to maximize the operational subsidy from the Homekey Program, local jurisdictions must provide four years of subsidy as a local match; and

9. WHEREAS, there is a need for permanent supportive housing for the chronically homeless as demonstrated by the Continuum of Care's Point in Time Count; and

10. WHEREAS, this is the most expensive housing development to fund because it serves extremely low-income people (0% to 30% of area median income) needing wrap around services; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE:

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.

2. The Council authorizes that the Pacific Grove City Council does hereby authorize and direct City staff to submit applications to the HCD for the Homekey Program Round 2 for conversion of the Monarch Resort to permanent supportive housing authorizing the City Manager or designee to finalize a Memorandum of Understanding with Shangri-La and Step Up to be executed by the Mayor.

3. The referenced HCD Resolution to Authorize the Joint Application to and Participation in the Homekey Program and attached Memorandum of Understanding between the City of Pacific Grove, Shangri-La Industries, LLC, and Step Up on Second Street, Inc. are hereby approved and incorporated herein by reference.

4. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
DAVID C. LAREDO, City Attorney

AUTHORIZING RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SALINAS AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

WHEREAS:

A. The Department of Housing and Community Development ("**Department**") has issued a Notice of Funding Availability, dated September 9, 2021 ("**NOFA**"), for the Homekey Program ("**Homekey**" or "**Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).

B. **City of Pacific Grove** ("**Co-Applicant**") desires to jointly apply for Homekey grant funds with **Step Up on Second Street, Inc. and Shangri-La Industries, LLC** ("**Corporation**"). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds ("**Application**") to the Department for review and consideration.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed **$ 15,000,000**.

2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **$ 15,000,000**, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "**Homekey Documents**").

3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard

Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

4. The **City Manager or designee** (City Attorney, Assistant City Manager or Community Development Director)**,** is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

PASSED AND ADOPTED this 16th day of November, 2021, by the following vote:

AYES: **[#]** NAYES: **[#]** ABSTAIN: **[#]** ABSENT: **[#]**

The undersigned, **Sandra Kandell, City Clerk** of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

[NOTICE AND INSTRUCTIONS APPEAR ON THE FOLLOWING PAGE]

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Co-Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Homekey Program.
    a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant's governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit

its ability to provide an Authorizing Resolution which is materially in line with this template.

3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from CoApplicant before execution of a Standard Agreement.

4. **Authorized Signatory or Signatories, Designee.** Co-Applicant, as a state, regional, or local public entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.

5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nayes, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant's governing body.

6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.

MEMORANDUM OF UNDERSTANDING
Between

CITY OF PACIFIC GROVE

And

SHANGRI-LA INDUSTRIES, LLC

And

STEP UP ON SECOND STREET, INC.

For

DEVELOPMENT, PROPERTY MANAGEMENT AND CASE MANAGEMENT AT THE MONARCH RESORT HOTEL CONVERSION.

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") FOR HOMEKEY PROGRAM is between the City of Pacific Grove ("City"), Shangri-La Industries, LLC ("SLV"), and Step Up on Second Street, Inc. ("SOS"). SLI and SUS, together, are referred to as "Developer." City, SLI and SUS are sometimes individually referred to as a "Party" and collectively as the "Parties." This MOU will be effective as of the last date the MOU is signed by all Parties ("Effective Date").

RECITALS

WHEREAS, the State of California implemented a statewide initiative known as "Project Roomkey" with the intention to secure thousands of motel/hotel rooms to provide non-congregate shelter for extremely vulnerable individuals experiencing homelessness to help keep susceptible, homeless persons safe from the COVID-19 virus, flatten the curve, and preserve hospital capacity;

WHEREAS, the State of California Department of Housing and Community Development is anticipated to issue a Notice of Funding Availability (NOFA) for the Homekey 2.0 2021 Program (NOFA);

WHEREAS, the City has determined that the development of one or more potential sites for affordable interim to permanent housing could be accomplished most effectively and economically if undertaken by an experienced developer under an agreement with the City;

WHEREAS, the City and Developer have identified a motel/hotel site that is the most desirable for the interim to permanent housing conversion as contemplated by the Homekey

program is the Monarch Resort located at 1111 Lighthouse Ave., Pacific Grove, CA 93950, herein referred to as the "Hotel;"

WHEREAS, construction and conversion of the Hotel will take some time, and non-congregate shelter for extremely vulnerable individuals experiencing homelessness is a pressing need in the City of Pacific Grove;

WHEREAS, the Developer is an experienced affordable housing real estate developer with the capability of planning, designing, engineering, financing, marketing, developing and owning permanent supportive housing in a fashion that could achieve the City's objective of providing a permanent housing project with a focus on Project Roomkey- eligible clients impacted by the COVID-19 pandemic;

WHEREAS, the Parties have prepared this MOU to comply with the NOFA's requirements to demonstrate how the development team is connected and how the development team will work together.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this MOU, incorporated herein, the Parties agree as follows:

Section 1. The Parties to this MOU encourage the reasonably highest possible degree of cooperative relationships between their respective representatives with regard to the Hotel project for the Homekey Program, including but not limited to acting in good faith to ensure the transparency, mutual success, and liability prevention, to acquire, develop, and maintain the Hotel and provide services to the residents.

Section 2. As contemplated by this MOU, the Parties shall coordinate their resources in furtherance of the effort to develop and manage the Hotel project in a timely manner to allow for the provision of case management services for residents of the Hotel.

Section 3. The Developer shall perform the following activities contingent on the award of Homekey Program grant funds, and do so in collaboration with the City:

A. Identifying hotel site(s) for acquisition. The Developer has already identified the Hotel for potential acquisition, but if the Hotel is not acquired, the Developer shall identify other Hotel site(s) for potential acquisition;

B. Determining the financial feasibility of the Hotel conversion project(s), including developmental and operational viability;

C. Negotiating directly with property owner(s) and effectuating the purchase of the selected Hotel(s);

D. Undertaking all such environmental review required by the California Environmental Quality Act and National Environmental Policy Act, as applicable, and seeking all required discretionary land use entitlements to place the site in a condition ready for development of the project;

E. Assisting the City in obtaining state funding made available for the purpose of acquiring Hotel, or other agreed-upon Hotel site(s), and applying for all other necessary project financing;

F. Working with the City to develop a plan for interim operations for Project Roomkey clients (e.g. potentially continuing to operate the Hotel, or Hotel(s), as non-congregate shelter or as housing until rehabilitation is completed);

G. Defining a development schedule, including project(s) milestones;

H. Preparing and carrying out a scope of renovation work necessary to convert hotel to affordable housing and create safe and habitable living spaces; and

   i. Scope of work shall be based upon a Physical/Capital Needs Assessment commissioned and paid for by the Developer as part of the development budget and shall include all work necessary to create safe and habitable living spaces.

   ii. Scope of work shall include, if not already available, installation of kitchen/kitchenettes in each housing unit.

   iii. Given the limited sheltering resources in the City of Pacific Grove community, renovation of rooms/units shall be phased to the extent possible to ensure minimal displacement of Project Roomkey clients as may be applicable.

I. Owning, managing and operating the Hotel as affordable/permanent housing.

   i. Developer shall incorporate the principals of Housing First consistent with guidance established by the United States Department of Housing and Urban Development (HUD), and the California Department of Housing and Community Development.

   ii. Units reserved for persons experiencing homelessness will be prioritized for existing Project Roomkey clients during the public health crisis in accordance with the COVID-19 risk assessment factor in a Coordinated Entry System.

   iii. Units will be required to receive client referrals exclusively from the Coordinated Assessment and Referral System (CARS), so long as the project be funded by Continuum of Care (COC) funds, including but not limited to the Homeless Housing Assistance Program (HHAP), HUD, COC, and State Emergency Solutions Grant (ESG).

   iv. The Hotel or motel property shall remain affordable for a minimum period of 10 years from the close of escrow. In the event a HHAP contract or operating

subsidy is secured for any unit, the Developer shall extend the term of affordability to match the term of the HHAP contract or operating subsidy.

J. Pending renovation work on the Hotel (or other site identified for acquisition), Developer may utilize another hotel or motel acceptable to the City, such as the Monarch Inn, to temporarily provide non-congregate shelter for extremely vulnerable individuals experiencing homelessness. The hotel/motel shall not be used for other purposes during the temporary use and shall not be rent or let. "Temporary use" shall be considered less than one year, unless otherwise agreed to in writing by the Parties.

Section 4. Attachment "A" Schedule of Performance outlines the responsibilities of the Parties and is hereby fully incorporated herein.

Section 5. The City shall perform the following activities, contingent on the full award of Homekey Program grant funds:

A. Act as the lead applicant, as required by the State of California Department of Housing and Community Development or any government organization, to any Notice of Funding Availability (NOFA), application, or other reasonably available grant funding opportunity related to the Homekey program.

B. Work to secure any reasonably available housing rental subsidy in conjunction with Developer in relation to the operation of the Hotel, or Hotel(s), that include, but are not limited to Veteran Affairs Supportive Housing (VASH) and Section 8 Housing Choice Vouchers.

C. Provide a supportive services subsidy in an amount to be determined. PLHA funds may be provided through a low-interest loan agreement of up to 55 years compliant with all requirements of HCD and other Federal and State regulations if required by HCD under the terms of the funding. If not required, funding shall be provided in the form of a grant.

D. The City finds that the long-term occupancy restrictions are not applicable to temporary operations within the Monarch Inn or similar hotel pending renovation of the Hotel; i) it was not the intent of the occupancy restrictions to regulate the use contemplated by this Agreement, and transient visitor and automobile tourist lodging will not be substantially affected by the use; ii) no rooms are being used or provided in exchange for rent or other payment; iii) the use is temporary; iv) no transit occupancy tax is required to be collected; and v) the great benefit to public health and safety by providing temporary shelter to those experiencing homelessness during a pandemic.

Section 6. SUS shall act as the services provider, property manager of the Hotel and as the non-profit partner in the limited partnership for property tax welfare exemptions. Contingent on the award of Homekey Program grant funds, SUS will work with the City to develop a mutually acceptable agreement of responsibilities for case management services for the Hotel, subject to reasonable acceptance of the same by the City's City Manager, which shall include, but not be limited to, the following:

A. Responsibilities consistent with a property management and social services agreement/plan per the Homekey 2.0 requirements to be prepared by SUS.

In no circumstances shall the City be responsible for directly providing case management services or otherwise developing or operating the Hotel.

Section 7. Developer shall indemnify the City as set forth below. This Section shall survive termination of this Agreement.

A. Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City that: (a) challenges or contests any or all of this Agreement, the project application and approvals; or (b) claims or alleges a violation of the California Environmental Quality Act (CEQA) or another law by the City; or (c) the grant, issuance or approval by the City of any or all of this Agreement, any project applications, and any project approvals associated with the Hotel. Developer's obligations under this Section 7(A) shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 7(A) shall survive the termination of this Agreement.

B. Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiffs or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its

actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of funding, permits, licenses, or other entitlements related to operations contemplated by this Agreement; or (iv) the City's funding, granting, issuing, or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Developer's indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Loses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

C. Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 7(A) and 7(B) shall be governed by this Section 7(D). To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any required off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

D. Subcontractors. If Developer should subcontract all or any portion of the work to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of Sections 7(A), 7(B), and 7(C). Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and

Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

Section 8. Insurance. Prior to receipt of grant funding, Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- Vll" in Best's Insurance Rating Guide. The following policies of insurance are required:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage, $1 per occurrence for personal injury, $2,000,000 general aggregate and $2,000,000 aggregate for products and completed operations and $2,000,000 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and nonowned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000 per accident for bodily injury and property damage.

C. WORKERS' COMPENSATION insurance as required under the California Labor Code. The insurance policy shall provide coverage for volunteers consistent with the California Labor Code, or no less than $250,000, if SLI or SUS (or a successor in interest) is a nonprofit.

D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000 each accident, $1 policy limit and $1 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. All insurance policies shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development or operation at the Hotel. Developer shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement. The insurance requirements set forth in this Section are material terms of this Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed or contemplated under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than $1 per occurrence for bodily injury and property damage, $1 per occurrence for personal injury, $2,000,000 aggregate for products and completed operations and $2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than $1 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor.

SLI and SUS agree to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between SLI and SUS and the City, or between the City and any other insured or additional insured under the policy. However, nothing herein shall preclude SLI and SUS and their respective assigns from executing indemnification agreements between and among themselves.

Section 9. All notices and other communications (the "Notices") required or permitted to be given by any Party to another Party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in this Section; and (c) sent to the Party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five (5) calendar days' prior written notice:

If to City:

City of Pacific Grove
Attn: City Manager
City Hall
300 Forest Avenue
Pacific Grove, CA 93950
Facsimile: 648-3184
Email: citymanager@cityofpacificgrove.org

and to:

De Lay & Laredo
Attn: David Laredo, City Attorney
606 Forest Avenue
Pacific Grove, CA 93950
Facsimile: 646-0377

If to Developer (SLI):

Shangri-La Industries, LLC
Attn: Dalia Wahab
660 S. Figueroa Street, Suite 1888
LOS Angeles, CA 90017
Email: dwahab@shangrila.us

If to Developer (SUS):

Step Up on Second Street, Inc.
Attn: Tod Lipka
1328 2nd Street
Santa Monica, CA 90401
Email: tlipka@stepup.org

Notices may be either: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (c) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt.

Section 10. The Parties acknowledge and agree that except for the limitations on the exercise by the City of its police power which are provided in this Agreement, the Parties acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact regulations; and (3) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

Section 11. Time is of the essence in the performance of this MOU. If a Party is aware of an actual or potential situation that could reasonably delay performance under this MOU, and reasonably believes that the other Parties are not aware of that situation, the Party shall promptly notify the other Parties of the same, whether orally or otherwise.

Section 12. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. Any alterations, modifications, or amendments shall only be valid when reduced to writing, duly signed and approved by the authorized representative of the Parties as an amendment to this MOU. The Parties recognize and acknowledge that the State of California may require amendments to this MOU as the Homekey Program grant funds are awarded.

Section 13. All requirements of this MOU are contingent on the State of California awarding Homekey Program grant funds for the Hotel conversion application. In the event that the State of California does not award Homekey Program funds to the City for its application, this MOU shall be of no force or effect and shall be deemed automatically terminated.

Section 14. Upon prior notice to the City, SLI and SUS may assign their separate and respective rights, obligations, and duties contemplated under this MOU to their respective

controlled subsidiaries (each an "Assignee"), and may form one or more jointly controlled or owned special purpose entities as may be required for the financing or other purposes related to the execution of the obligations of Developer under this MOU, so long as such assignment or creation of special purposes entities do not change the obligations of the Developer or the rights of the City under this MOU.

Section 15. SLI will pay City all fees for building and other related permits required for construction of improvements.

Section 16. SLI shall make improvements to the Hotel building and property. Any changes shall be in substantial conformance with City regulations.

Section 17. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Monterey.

Section 18. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

Section 19. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

Section 21. The Parties specifically acknowledge that the project is a private project, that neither the City or Developer is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a Party.

Section 22. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the

same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 23. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed below.

City of Pacific Grove

_____
Signature

_____
Print Signature

Shangri-La Industries

_____
Signature

_____
Print Signature

Step Up on Second Street, Inc.

_____
Signature

_____
Print Signature

Attachment "A"

Schedule of Performance- Roles and Responsibilities			
Activity	Lead/Co-Lead		
	The City of Pacific Grove	Shangri-La Industries, LLC	Step Up on Second Street, Inc.
Authorizing Resolution	X	X	X
MOL's, Partnership/Participant Agreements	X	X	X
Site Control Timeline		X	
Site Selection/Evaluation appraisal, Physical Needs Assessment, Environmental Site Assessment, Preliminary Title Report, Environmental Testing (i.e. lead, asbestos, mold, etc.		X	
Site Selection Acquisition Purchase and Sale Agreement, Purchase Docs, Escrow Docs, Deed Restrictions, etc.		X	
Site Control, Letter of Intent, Exclusive Negotiating Agreement, Ground Lease, etc.		X	
Entitlements/Permits Land Use Entitlements, Conditional Use, Variances, etc.		X	

Construction/Design Drawings Building, Fire, other Permits/Approvals, as Required.		X	
Revised Development Budget Update TDC from finalized Design Plans, Bid Analysis and Demo		X	
Financing Plan - Construction and Perm		X	
Construction Contractor Procurement Contractor Bidding, Improvement Management		X	
Construction Contract approval		X	
Demolition and Remediation (based upon Enviro testing results		X	
Construction Commencement and Management		X	
Supportive Services Plan Development and Design of Case Management.			X
Property Management Development of Overall Management Plan.			X

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Leticia Livian, HR Director and Tori Hannah, ASD Director/Assistant City Manager
MEETING DATE:	January 19, 2022
SUBJECT:	Ordinance to Amend the City Salary Classification Schedule - Adding IT Support Specialist
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an ordinance to amend the salary classification schedule to add a salary for Information Technology Specialist and approve the amendment.

DISCUSSION

No changes have been made between the first and second readings. The City Clerk caused a summary of the ordinance to be published on December 23, 2021.

The City salary classification schedule identifies the job classifications approved by Council (e.g., Office Assistant) and the hourly rates of pay for each classification at each step authorized by the Personnel Rules. Pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280, approval and amendment to the classification schedule must be adopted by the Council.

The technology needs and support for the City's Information Technology (IT) services is a growing area, particularly as the City updates technology hardware and acquires more complex software to streamline and automate processes and services.

City Council approved a part-time (.50 FTE neutral) IT Support Specialist in the FY 21/22 budget. Since this is a new classification, the proposed ordinance would establish a salary range for this position and allow for the new classification to be added to the salary classification schedule.

An analysis of hourly rates for comparable positions with our standard comparable agencies were used to establish the hourly compensation for this classification. This is a non-benefited position; therefore, a full salary survey was not completed.

Classification	Steps							
	1A	2B	3C	4D	5E	6F	7G	8H

IT Support Specialist	25.24	26.50	27.83	29.22	30.68	31.45	32.23	33.04

Staff is recommending an amendment to the salary classification schedule for the new classification listed above.

The requested change to the salary classification schedule will only impact the position listed in this agenda report. All other classification hourly salary ranges will remain the same. To view the entire salary schedule, please refer to the City's website, http://www.cityofpacificgrove.org/about-city/human-resources/salaries-benefits-and-mous.

OPTIONS

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

FINANCIAL IMPACT:
The position had been budgeted in the 20/21 FY

GOAL ALIGNMENT: Not Applicable.

Attachments

Job Description IT SS
Ordinance

Information Technology Support Specialist

Class Code: TBD

Bargaining Unit: Unrepresented

CITY OF PACIFIC GROVE
Established Date: Nov 16, 2021
Revision Date: Nov 16, 2021

SALARY RANGE

$25.24 - $33.04 Hourly

SUMMARY:

Under general supervision, provides technical expertise in hardware troubleshooting & configuration s, support in maintaining systems, software, and telecommunications, and assistance in development of new technologies, implementation of new projects, and Geographical Information System (GIS) software initiatives.

ESSENTIAL FUNCTIONS:

As defined under the Americans with Disabilities Act, essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Provides technical software and hardware support, over the telephone, through email, remotely and/or in person to City staff; troubleshoot and resolve software, hardware, telecommunications, and network problems. Escalate tickets to higher level staff or contractor.
- Installs, configures, troubleshoots, modifies, automates, replaces, upgrades and updates City supported hardware, audio/visual equipment, peripherals and software.
- Provides training pertaining to the use of standard City applications, equipment and/or systems; such as audio/video equipment, telecommunications, personal computers, laptops, mobile devices.

- Maintains and updates the City website, works with departmental staff on ensuring website content is current.
- Supports system administration, development, and deployment of integrated department systems and modules.
- Creates user IDs, modify user profiles, reset passwords, maintain email accounts, email distribution lists, building security access, and perform regular file maintenance; set up user access permissions consistent with City policies and procedures; document changes and revisions.
- Assists in Ensuring that new and upgraded systems work effectively with current systems and programs; provides support in determining and documenting proper installation parameters for software and hardware in order to ensure smooth integration, transition and efficiency.
- May assist with spatial data analysis tasks, and various mapping requests; This could include working with senior staff to create, design, and curate a large amount of spatial data and disbursing it in a clear, understandable, and functional way; and assist in creating maps according to specifications on a project by project basis.
- Assist with maintenance of system center configurations manager (SCCM) environments.
- Supports the relationship between the City of Pacific Grove and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.
- Other duties as assigned.

Knowledge of:

- Basic computer hardware and software technologies.
- Basic operational characteristics of technology related to computers, mobile devices, audio/visual, network, and communication systems.
- Basic methods, tools and techniques of testing, troubleshooting, problem-solving and maintenance of hardware and software related to computers, mobile devices, audio/visual, network, and communication systems.
- GIS technologies including ESRI suite, interpretation of vague requests, and new technologies.
- Basic concepts, terminology, methods, principles, and practices of geographic information systems
- Methods and techniques of researching and compiling data, writing reports and documentation.
- City policies and procedures.

Skill in:

- Performing information technology hardware and software customer support duties.
- Troubleshooting problems such as to computers, mobile devices, audio/visual, network, and communication systems; identify and locate the source of the problem; diagnosis problem and develop logical, reliable solutions; and initiate corrective actions.
- Installing, maintaining, repairing and modifying a variety of computer equipment, software, communications, and electronic equipment and systems. System administration and diagnostics software and tools.
- Reading and understanding maps, geographic information, and aerial photography. Operating GIS data collection computer and producing maps with information collected.
- Managing multiple projects at one time.
- Communicating verbally and in writing.
- Writing procedures and documentation for problems, solutions, and standards.
- Tracking service requests and trouble reports and ensuring problems are resolved.
- Communicating technical issues to individuals with varying degrees of information technology knowledge.
- Prioritizing and multitasking support services, work assignments and projects.
- Fostering effective working relationships with all levels of staff and the community.
- Communicating effectively verbally and in writing. Following verbal and written instructions and procedures.

MINIMUM QUALIFICATIONS:

Associates degree in related field; AND two years' experience in information technology support; OR an equivalent combination of education, training, and experience. GIS certificate is desirable.

LICENSING AND CERTIFICATION:

A valid California State Driver's License is required

CONDITIONS OF EMPLOYMENT:

- Required to take an Oath of Office
- City employees are disaster relief workers in the event of natural disasters or emergency conditions.
- As part of the selection process, all individuals provided with a preliminary offer of employment will be subject to a background investigation, including a criminal history check (primarily completed through the taking of fingerprints). An image of your fingerprints will be captured and sent to the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). The resulting report of your conviction history, (if any), will be evaluated along with the other information received in connection with your application. Except as otherwise required by law, a criminal conviction will not necessarily disqualify you from the position. The nature of the offense, the date of the offense, the surrounding circumstances, and the relevance of the offense to the position applied for may, however, be considered.

WORKING CONDITIONS:

Work is performed in a standard office environment. Travel is required between City facilities.

ORDINANCE NO. 21-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE CLASSIFICATION SCHEDULE TO ADD INFORMATION TECHNOLOGY SUPPORT SPECIALIST

Findings

1. Amendment to the City classification plan must be adopted by the City Council pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280; and

2. Staff recommends amendment to the salary schedule to add Information Technology (IT) Support Specialist; and

3. With growing demands for technology needs, this new classification of IT Support Specialist was created for additional IT technology skills and knowledge; and

4. City Council has approved a part-time IT Support Specialist position in the FY 21/22 budget; and

5. Any amendment to the classification plan must be adopted by the City Council pursuant to Pacific Grove Municipal Code (PGMC) Section 4.20.280; and

6. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment pursuant Section 15378.

Ordinance

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE:

SECTION 1. The foregoing findings of the City Council are incorporated into this Ordinance as if set forth in full.

SECTION 2. The position classification plan approved and adopted by the City Council pursuant to Charter Article 15 and PGMC § 4.20.280 is established for the Information Technology Support Specialist classification with the following salary schedule. All other salaries remain unchanged.

Classification	Steps (Hourly Rate)							
	1A	2B	3C	4D	5E	6F	7G	8H
IT Support Specialist	$ 25.24	$ 26.50	$ 27.83	$ 29.22	$ 30.68	$ 31.45	$ 32.23	$ 33.04

SECTION 3. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 4. Upon approval at second reading, this ordinance shall be given an effective date of the first full pay period following the 2nd reading of the ordinance.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of January 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
DAVID C. LAREDO, City Attorney

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joe Amelio, Council Member

MEETING DATE: January 19, 2022

SUBJECT: Monterey Salinas Transit Minutes of November 15, 2021

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

MEETING MINUTES

November 15, 2021
10:00 am (Pacific)

Present:	Jeff Baron	City of Carmel-by-the-Sea
	John Gaglioti	City of Del Rey Oaks
	Lorraine Worthy	City of Gonzales
	Yanely Martinez	City of Greenfield
	Mike LeBarre	City of King
	David Burnett	City of Marina
	Dan Albert	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Mary Ann Carbone	City of Sand City
	Dave Pacheco	City of Seaside
	Anna Velazquez	City Soledad
	Luis Alejo	County of Monterey
Absent:	None	
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Assistant General Manager
	Norman Tuitavuki	Chief Operating Officer
	Michael Kohlman	Chief Information Officer
	Kelly Halcon	Director of HR & Risk Management
	Michelle Overmeyer	Director of Planning & Innovation
	Andrea Williams	General Accounting & Budget Manager
	Jeanette Alegar-Rocha	Deputy Secretary
	Ikuyo Yoneda-Lopez	Marketing & Customer Service Manager
	Sonia Wills	Customer Service Supervisor
	Matthew Deal	Grants Analyst
	Scott Taylor	IT Manager
	Ezequiel Rebollar	IT Technician
	Paul Lopez	Facilities Manager
	Abel Diaz	Facilities Technician
	Sherman Upshaw	Facilities Technician
	Deanna Smith	Civil Rights Officer

	Lisa Cox	Risk and Safety Manager
	Elena Grigorichina	Operations Analyst
	Marzette Henderson	Contract Services Manager
	David Bielsker	Transit Scheduler
	Kevin Allshouse	Mobility Coordinator
	Claudia Valencia	Mobility Specialist
	Ruben Gomez	Mobility Specialist
	Sandra Amorim	Procurement & Contracts Manager
	Beronica Carriedo	Community Relations Coordinator
Counsel:	David Laredo	General Counsel, De Lay & Laredo
	Michael D. Laredo	Associate Counsel, De Lay & Laredo
Public:	Douglas Thomson	MV Transportation

Apology is made for any misspelling of a name.

1. CALL TO ORDER

1-1. Roll Call.

1-2. Pledge of Allegiance.

1-3. Review Highlights of the agenda. (Carl Sedoryk)

Chair Albert called the meeting to order at 10:00 a.m. and led the pledge of allegiance. Roll call was taken as the meeting was held via ZOOM teleconference. A quorum was established. General Manager/CEO Carl Sedoryk reviewed the highlights of the agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

There were no public comments.

3. CONSENT AGENDA

These items will be approved by a single motion. Anyone may request that an item be discussed and considered separately.

3-1. Approve Resolution 2022-14 Authorizing Remote Teleconference Meetings. (Carl Sedoryk) (Page 7)

3-2. Adopt Resolution 2022-15 recognizing Abel Diaz, Facilities Technician, as Employee of the Month for November 2021. (Paul Lopez) (Page 9)

3-3. Approve Minutes of the MST Board Meeting on October 11, 2021. (Jeanette Alegar-Rocha) (Page 11)

3-4. Receive Report on Lost and Found Items Left on MST Property for the Month of June 2021. (Sonia Wills) (Page 17)

3-5. Financial Reports – September 2021. (Lori Lee) (Page 19)

a) Accept reports of September 2021 Cash Flow
b) Approve September 2021 Disbursements
c) Accept Report of September Treasury Transactions

3-6. Receive Draft Minutes of the Mobility Advisory Committee (MAC) on September 29, 2021. (Claudia Valencia) (Page 27)

End of Consent Agenda

There were no public comments on the Consent Agenda.

Director LeBarre pulled agenda item 3-1 from the Consent Agenda for comment.

On a motion by Director Worthy, seconded by Director Velazquez and carried by the following vote, which was conducted by roll call, the Board approved agenda items 3-2 to 3-6 on the Consent Agenda:

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez, Worthy**
NOES:	**0**	**None**
ABSENT:	**0**	**None**
ABSTAIN:	**0**	**None**

Chair Albert opened board member comments and discussion on pulled agenda item 3-1.

On a motion by Director Gaglioti, seconded by Director Amelio and carried by the following vote, which was conducted by roll call, the Board approved agenda item 3-1 resolution 2022-14, unmodified and as presented by staff proclaiming a state of emergency and authorizing remote teleconference meetings in accordance with the Brown Act:

AYES:	**12**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, Martinez, Pacheco, Velazquez, Worthy**
NOES:	**1**	**LeBarre**
ABSENT:	**0**	**None**
ABSTAIN:	**0**	**None**

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

4-1. November 2021 Employee of the Month – Abel Diaz, Facilities Technician. (Paul Lopez)

4-2. New Organizational Announcement – Michael Kohlman, Chief Information Officer. (Carl Sedoryk)

4-3. South County Operations and Maintenance Facility Project – Certificates of Appreciation. (Lisa Rheinheimer)

4-4. Receive Staff Report on Activities Related to the COVID-19 Pandemic Incident Response and Recovery Planning to Date and Provide Direction, If Needed. (Carl Sedoryk)

There were no public comments.

The MST Board received a report from the General Manager/CEO on activities related to COVID-19 pandemic incident response and recovery planning.

5. PUBLIC HEARINGS

None.

6. ACTION ITEMS

6-1. Authorize a 3.0% FY 2021 Incentive Pay Pool for Eligible Monterey-Salinas Transit Employee Association (MSTEA) and Confidential Unit Employees Per Recommendation from the Board Administrative Performance Committee. (Carl Sedoryk)

There were no public comments.

On a motion by Director LeBarre, seconded by Director Amelio and carried by the following vote, which was conducted by roll call, the Board approved authorizing a 3.0% FY 2021 Incentive Pay Pool for Eligible Monterey-Salinas Transit Employee Association (MSTEA) and Confidential Unit Employees per recommendation from the Board Administrative Performance Committee.

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez, Worthy**
NOES:	**0**	**None**
ABSENT:	**0**	**None**
ABSTAIN:	**0**	**None**

7. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require action by the Board.

7-1. General Manager/CEO Report – September 2021

7-2. Federal Legislative Advocacy Report – October 2021

7-3. State Legislative Advocacy Update – September 2021

7-4. Staff Trip Reports

7-5. Correspondence – None

8. BOARD REPORTS, COMMENTS, AND REFERRALS

8-1. Reports on Meetings Attended by Board Members at MST Expense. (AB 1234)

8-2. Board Member Comments and Announcements.

8-3. Board Member Referrals for Future Agendas.

9. CLOSED SESSION, RETURN AND REPORT

9-1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code § 54956.9) Paul Morgan, et al. v. Toyota Motor Sales, et al Monterey Superior Court, Case No. M130164. (Kelly Halcon)

9-2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Keep Fort Ord Wild; The Open Monterey Project v. Monterey-Salinas Transit, Monterey County Superior Court, Case No. 21CV002192.

9-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) SNG Evariste, LLC v. Monterey-Salinas Transit, Monterey County Superior Court, Case No. 21CV002572.

General Counsel David Laredo reported that the Board was provided an update by staff that closed session item 9-1 is now closed.

The Board was provided updates on closed session items 9-2 and 9-3 but no reportable action was taken.

10. ATTACHMENTS

10-1. The Detailed Monthly Performance Statistics and Disbursement Journal for September 2021 can be viewed online within the GM Report at http://mst.org/about-mst/board-of-directors/board-meetings/

11. ADJOURN

With no further business to discuss, Chair Albert adjourned the meeting at 11:24 a.m. (Pacific)

PREPARED BY:_____ REVIEWED BY:_____

Jeanette Alegar-Rocha Carl G. Sedoryk

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Tori Hannah, Administrative Services Director/Assistant City Manager
MEETING DATE:	January 19, 2022
SUBJECT:	Check Register Report – December 2021
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

The check register is a detailed account of monthly expenditures. It provides budgetary insight and promotes transparency. It is an excellent counterpart to the City's monthly Core Revenue Report; and is a practice followed by many other local jurisdictions.

The check register is produced from the City's financial system. The report groups the checks by the respective city fund and vendor. The check register includes the check number, the check issue date, the name of the vendor, and a description of the purchase and the amount of the check.

Attached is the check register report for December 2021.

Note that the check register for December includes several voided checks for California American Water for September invoices in the amount of $40,449. This check was voided in December due to the vendor not receiving the checks. The check register also includes the regular monthly payment to California American Water for their current invoice.

The monthly total is provided on the last page of the report.

OPTIONS

N/A – This is an informational report only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

Check Register_December 2021

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	-21.23
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	-21.23
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	-24.25
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	-34.04
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	-1,332.19
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	-1,418.91
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	-39.03
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	-40.45
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	-42.45
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	-42.45
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	-57.84
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	-72.75
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	-79.18
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	-131.67
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	-177.44
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	-177.44
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	-177.44
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	-187.47
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	-190.00
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	-211.09
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	-257.88
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	-265.92
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	-282.72
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FI	0.00	-284.59
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	-303.86
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	-497.71
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	-644.12
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	-700.23
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	-941.09
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	-1,028.02
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	-1,038.47
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	-1,187.76
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	-1,222.32
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	-1,290.29
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	-1,673.00
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	-1,880.28
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	-2,014.49
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	-2,049.03
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	-3,888.69
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	-9,991.77
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	-87.29

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	-91.98
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	-223.27
TOTAL CHECK								0.00	-36,730.99
101	101373	12/03/21	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	101373	12/03/21	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	769.18
101	101373	12/03/21	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,630.03
TOTAL CHECK								0.00	2,468.45
101	101374	12/03/21	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	490.00
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	283.34
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	566.68
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	811.50
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	862.50
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	925.60
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	925.60
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	935.84
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	935.84
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:101 HEALTH	0.00	935.84
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,057.73
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	1,133.34
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2 HEALTH	0.00	1,473.34
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,851.20
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	1,997.50
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,266.68
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,433.18
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	2,886.39
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,946.68
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,884.10
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,398.00
101	101375	12/03/21	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	7,486.72
TOTAL CHECK								0.00	40,997.60
101	101376	12/03/21	2939	CALPERS LONG TERM C	01	202	DED:6000 LTC	0.00	94.89
101	101377	12/03/21	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	876.31
101	101377	12/03/21	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,466.83
TOTAL CHECK								0.00	3,343.14
101	101378	12/03/21	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,412.38
101	101378	12/03/21	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	18,905.95
101	101378	12/03/21	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	47,485.66
TOTAL CHECK								0.00	77,803.99
101	101379	12/03/21	2937	FORT DEARBORN LIFE	01	202	DED:3500 LIFE INS	0.00	1,105.00
101	101380	12/03/21	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	1,060.18
101	101381	12/03/21	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	807.50
101	101382	12/03/21	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	150.00

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101382	12/03/21	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	23,197.25
TOTAL CHECK								0.00	23,347.25
101	101383	12/03/21	3483	UNITED STATES TREAS	01	202	DED:7503 IRS	0.00	147.69
101	101384	12/03/21	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	101385	12/03/21	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	20.00
101	101386	12/03/21	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	9.59
101	101386	12/03/21	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	63.52
101	101386	12/03/21	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,295.00
101	101386	12/03/21	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,910.28
101	101386	12/03/21	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,655.42
TOTAL CHECK								0.00	11,933.81
101	101387	12/03/21	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	39.78
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	189.50
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	263.13
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	331.87
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	454.80
101	101388	12/03/21	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	568.92
TOTAL CHECK								0.00	1,996.17
101	101389	12/03/21	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	140.84
101	101390	12/03/21	2133	PERS	01	202	DED:0027 PERS REG	0.00	-3,406.01
101	101390	12/03/21	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	-3.38
101	101390	12/03/21	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	101390	12/03/21	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	279.35
101	101390	12/03/21	2133	PERS	01	202	DED:08 PERS OTHER	0.00	393.53
101	101390	12/03/21	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	577.70
101	101390	12/03/21	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	1,162.35
101	101390	12/03/21	2133	PERS	01	202	DED:0002 PERS	0.00	5,432.85
101	101390	12/03/21	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	5,656.01
101	101390	12/03/21	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,959.49
101	101390	12/03/21	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	6,296.05
101	101390	12/03/21	2133	PERS	01	202	DED:0021 PERS REG M	0.00	7,198.79
101	101390	12/03/21	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	8,404.96
101	101390	12/03/21	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,382.19
101	101390	12/03/21	2133	PERS	01	202	DED:01 PERS	0.00	11,768.69
TOTAL CHECK								0.00	61,187.20
101	101391	12/03/21	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	7.00
101	101391	12/03/21	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	803.16
TOTAL CHECK								0.00	810.16
101	101392	12/03/21	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101	101393	12/03/21	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	2,390.64

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101	101394	12/03/21	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	101395	12/03/21	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	531.26
101	101396	12/03/21	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	101396	12/03/21	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	75.00
101	101396	12/03/21	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	119.96
101	101396	12/03/21	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	167.52
101	101396	12/03/21	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	254.97
TOTAL CHECK								0.00	687.25
101	101397	12/02/21	2133	PERS	131	5145	UAL NOV 2021	0.00	10,250.00
101	101397	12/02/21	2133	PERS	401	5145	UAL NOV 2021	0.00	10,333.33
101	101397	12/02/21	2133	PERS	201	5145	UAL NOV 2021	0.00	12,333.33
101	101397	12/02/21	2133	PERS	505	5145	UAL NOV 2021	0.00	16,583.33
101	101397	12/02/21	2133	PERS	351	5145	UAL NOV 2021	0.00	88,862.58
101	101397	12/02/21	2133	PERS	301	5145	UAL NOV 2021	0.00	105,500.00
101	101397	12/02/21	2133	PERS	513	5145	UAL NOV 2021	0.00	250.00
101	101397	12/02/21	2133	PERS	101	5145	UAL NOV 2021	0.00	416.68
101	101397	12/02/21	2133	PERS	133	5145	UAL NOV 2021	0.00	2,333.33
101	101397	12/02/21	2133	PERS	502	5145	UAL NOV 2021	0.00	2,583.33
101	101397	12/02/21	2133	PERS	501	5145	UAL NOV 2021	0.00	3,166.67
101	101397	12/02/21	2133	PERS	421	5145	UAL NOV 2021	0.00	4,833.33
101	101397	12/02/21	2133	PERS	121	5145	UAL NOV 2021	0.00	8,916.67
101	101397	12/02/21	2133	PERS	503	5145	UAL NOV 2021	0.00	9,083.33
TOTAL CHECK								0.00	275,445.91
101	101398	12/08/21	8890	4LEAF	505	5201	FY21/22 TRAFFIC ENG	0.00	2,306.25
101	101398	12/08/21	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	10,694.78
101	101398	12/08/21	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	65,162.05
TOTAL CHECK								0.00	78,163.08
101	101399	12/08/21	7555	ADT SECURITY SERVIC	503	5223	NOV 2021 - MARCH 20	0.00	82.77
101	101400	12/08/21	6216	MONTEREY BAY TREEWO	513	5201	11/121-11/12/21	0.00	3,000.00
101	101400	12/08/21	6216	MONTEREY BAY TREEWO	513	5201	11/15/21-11/26/21	0.00	3,400.00
101	101400	12/08/21	6216	MONTEREY BAY TREEWO	513	5201	FY21/22 ARBORIST SE	0.00	3,900.00
101	101400	12/08/21	6216	MONTEREY BAY TREEWO	513	5201	10/421-10/15/21	0.00	4,000.00
TOTAL CHECK								0.00	14,300.00
101	101401	12/08/21	4965	ALVAREZ TECHNOLOGY	133	5201	ONSITE IT SUPPORT	0.00	4,435.50
101	101402	12/08/21	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	57.00
101	101403	12/08/21	9209	NINA KHASHCHINA	503	5309	OCEN SIGN	0.00	1,177.00
101	101405	12/08/21	5363	AT&T CALNET 3	133	5212	PHONES	0.00	2,154.17
101	101405	12/08/21	5363	AT&T CALNET 3	421	5212	GENERATOR ALARM	0.00	23.26
TOTAL CHECK								0.00	2,177.43
101	101407	12/08/21	4934	BARTEL ASSOCIATES,	131	5202	GASB 75 ACTUARIAL V	0.00	6,280.00

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101	101408	12/08/21	9530	BLUE MOON NATIVE GA	503	5223	PERKINS PARKS	0.00	70.04
101	101409	12/08/21	3501	CALTRONICS BUSINESS	501	5225	5/14/21-6/13/21	0.00	74.29
101	101409	12/08/21	3501	CALTRONICS BUSINESS	121	5225	8/14/21-9/13/21	0.00	92.08
101	101409	12/08/21	3501	CALTRONICS BUSINESS	121	5225	5/14/21-6/13/21	0.00	129.80
101	101409	12/08/21	3501	CALTRONICS BUSINESS	301	5225	8/14/21-9/13/21	0.00	147.95
101	101409	12/08/21	3501	CALTRONICS BUSINESS	131	5225	8/14/21-9/13/21	0.00	177.22
101	101409	12/08/21	3501	CALTRONICS BUSINESS	131	5225	5/14/21-6/13/21	0.00	207.60
101	101409	12/08/21	3501	CALTRONICS BUSINESS	301	5225	5/14/21-6/13/21	0.00	229.46
101	101409	12/08/21	3501	CALTRONICS BUSINESS	501	5225	8/14/21-9/13/21	0.00	34.85
101	101409	12/08/21	3501	CALTRONICS BUSINESS	201	5225	8/14/21-9/13/21	0.00	377.81
101	101409	12/08/21	3501	CALTRONICS BUSINESS	201	5225	5/14/21-6/13/21	0.00	613.18
101	101409	12/08/21	3501	CALTRONICS BUSINESS	401	5225	5/14/21-6/13/21	0.00	51.95
101	101409	12/08/21	3501	CALTRONICS BUSINESS	401	5225	8/14/21-9/13/21	0.00	64.07
TOTAL CHECK								0.00	2,200.26
101	101410	12/08/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	33.05
101	101410	12/08/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	136.54
101	101410	12/08/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	53.94
101	101410	12/08/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	23.48
TOTAL CHECK								0.00	247.01
101	101411	12/08/21	6309	COLANTUONO, HIGHSMI	111	5205	CDTFA TRANSACTIONS	0.00	26,597.00
101	101413	12/08/21	5171	COMCAST	133	5206	INTERNET REC	0.00	90.01
101	101413	12/08/21	5171	COMCAST	131	5206	INTERNET CH	0.00	151.16
101	101413	12/08/21	5171	COMCAST	133	5206	INTERNET - PW	0.00	225.56
101	101413	12/08/21	5171	COMCAST	133	5206	TV SERVICE - CH	0.00	14.02
101	101413	12/08/21	5171	COMCAST	133	5206	LIBRARY INTERNET	0.00	579.64
TOTAL CHECK								0.00	1,060.39
101	101414	12/08/21	7819	CURTIS TOOLS FOR HE	351	5226	E BULLDOG GREEN HI	0.00	5,055.88
101	101415	12/08/21	3451	DE LAY & LAREDO	201	5205	OCT 2021 LEGAL SERV	0.00	5,720.00
101	101415	12/08/21	3451	DE LAY & LAREDO	111	5203	OCT 2021 LEGAL SERV	0.00	486.20
101	101415	12/08/21	3451	DE LAY & LAREDO	111	5203	GENERAL LEGAL FEES	0.00	35,095.00
TOTAL CHECK								0.00	41,301.20
101	101416	12/08/21	3970	ALHAMBRA & SIERRA S	351	5291	NOV 2021 WATER SERV	0.00	240.00
101	101418	12/08/21	952	FEDERAL EXPRESS COR	401	5211	POSTAGE	0.00	135.25
101	101418	12/08/21	952	FEDERAL EXPRESS COR	301	5211	FINGERPRINTS TO DOJ	0.00	222.25
TOTAL CHECK								0.00	357.50
101	101419	12/08/21	6342	FIELD OF DREAMS DES	503	5223	HANES 5186 T SHIRT	0.00	95.16
101	101420	12/08/21	592	FOREST HILL ACE HAR	401	5223	FLUSH VALVE	0.00	26.09
101	101420	12/08/21	592	FOREST HILL ACE HAR	505	5309	ROUGHNECK TOTE 31 G	0.00	29.35
101	101420	12/08/21	592	FOREST HILL ACE HAR	503	5223	ELECTRICAL SUPPLIES	0.00	70.65
TOTAL CHECK								0.00	126.09

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101	101421	12/08/21	7884	GARDAWORLD	131	5205	DECEMBER 2021	0.00	66.66
101	101422	12/08/21	1105	GRANITE ROCK COMPAN	505	5309	STREETS DEPT	0.00	209.08
101	101422	12/08/21	1105	GRANITE ROCK COMPAN	505	5309	CREDIT STREETS DEPT	0.00	-73.39
TOTAL CHECK								0.00	135.69
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	112.27
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	37.87
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	7.80
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	503	5223	B & G	0.00	962.85
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	18.23
TOTAL CHECK								0.00	1,139.02
101	101424	12/08/21	8975	HEIHACHIRO TAKARABE	421	5208	TAI CHI 11/3-24/202	0.00	84.00
101	101425	12/08/21	8993	HR & ASSOCIATES	225	5201	ATC PLANNING SERVIC	0.00	6,387.50
101	101426	12/08/21	6679	IWORQ SYSTEMS	501	5201	IWORQ - ANNUAL PERM	0.00	1,887.50
101	101426	12/08/21	6679	IWORQ SYSTEMS	503	5201	IWORQ - ANNUAL PERM	0.00	1,887.50
101	101426	12/08/21	6679	IWORQ SYSTEMS	505	5201	IWORQ - ANNUAL PERM	0.00	1,887.50
TOTAL CHECK								0.00	5,662.50
101	101427	12/08/21	4367	KELLY MOORE PAINT C	503	5223		0.00	85.63
101	101427	12/08/21	4367	KELLY MOORE PAINT C	503	5223	STOCK	0.00	107.87
101	101427	12/08/21	4367	KELLY MOORE PAINT C	503	5223	CREDIT	0.00	-85.63
TOTAL CHECK								0.00	107.87
101	101428	12/08/21	3521	KIMBALL MIDWEST	502	5309	STOCK	0.00	114.19
101	101428	12/08/21	3521	KIMBALL MIDWEST	502	5309	STOCK	0.00	489.48
101	101428	12/08/21	3521	KIMBALL MIDWEST	502	5309	STOCK	0.00	67.77
TOTAL CHECK								0.00	671.44
101	101429	12/08/21	7862	KIMLEY HORN	225	5201	CEQA/EIR FOR ATC/CO	0.00	9,039.50
101	101431	12/08/21	7086	LIBRARY IDEAS, LLC	401	5303	BOOKS & MATERIALS	0.00	1.50
101	101433	12/08/21	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	43.49
101	101433	12/08/21	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	76.10
101	101433	12/08/21	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	67.95
TOTAL CHECK								0.00	187.54
101	101434	12/08/21	7916	MIRACLE PLAYSYSTEMS	503	5224	GWP SWINGS	0.00	6,790.90
101	101435	12/08/21	1693	MISSION LINEN SUPPL	351	5291	NOV 2021 LINEN SERV	0.00	66.43
101	101435	12/08/21	1693	MISSION LINEN SUPPL	351	5291	NOV 2021 LINEN SERV	0.00	76.43
101	101435	12/08/21	1693	MISSION LINEN SUPPL	351	5291	NOV 2021 LINEN SERV	0.00	79.43
101	101435	12/08/21	1693	MISSION LINEN SUPPL	351	5291	NOV 2021 LINEN SERV	0.00	81.68
101	101435	12/08/21	1693	MISSION LINEN SUPPL	351	5291	NOV 2021 LINEN SERV	0.00	83.68
TOTAL CHECK								0.00	387.65
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	11.99

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101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	421	5305	NOV 2021 UNIFORM SE	0.00	11.66
101	101439	12/08/21	1694	MISSION UNIFORM SER	421	5305	NOV 2021 UNIFORM SE	0.00	11.66
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	4.40
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	4.40
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	4.40
101	101439	12/08/21	1694	MISSION UNIFORM SER	351	5291	NOV 2021 UNIFORM SE	0.00	11.07
101	101439	12/08/21	1694	MISSION UNIFORM SER	351	5291	NOV 2021 UNIFORM SE	0.00	11.07
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	4.01
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	4.02
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	4.02
101	101439	12/08/21	1694	MISSION UNIFORM SER	421	5305	NOV 2021 UNIFORM SE	0.00	63.45
101	101439	12/08/21	1694	MISSION UNIFORM SER	421	5305	NOV 2021 UNIFORM SE	0.00	63.45
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	11.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	71.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	71.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	72.19
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	72.19
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	72.19
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	72.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	72.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	502	5309	NOV 2021 UNIFORM SE	0.00	73.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	503	5309	NOV 2021 UNIFORM SE	0.00	73.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	73.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	505	5309	NOV 2021 UNIFORM SE	0.00	73.79
TOTAL CHECK								0.00	1,465.16
101	101440	12/08/21	1775	MONTEREY FIRE EXTIN	301	5224	REPLACE FIRE EXTING	0.00	195.75
101	101441	12/08/21	7681	MONTEREY PENINSULA	505	5309	PRKING METER POWER	0.00	840.00
101	101442	12/08/21	1801	MONTEREY TIRE SERVI	301	5227	PD UNIT 07	0.00	79.95
101	101442	12/08/21	1801	MONTEREY TIRE SERVI	301	5227	PD UNIT 07	0.00	544.51
TOTAL CHECK								0.00	624.46
101	101443	12/08/21	1802	CITY OF MONTEREY	351	5227	UNIT 6424	0.00	771.89
101	101443	12/08/21	1802	CITY OF MONTEREY	351	5201	ANNUAL FIRE SERVICE	0.00	226,572.93

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	227,344.82
101	101444	12/08/21	6080	NORTHERN SAFETY CO.	503	5223		0.00	131.02
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	201	5301	OFFICE SUPPLIES	0.00	23.48
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	401	5301	LIBRARY SUPPLIES	0.00	87.49
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	88.91
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	95.13
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	201	5301	OFFICE SUPPLIES	0.00	110.36
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	132.45
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	121	5301	OFICE SUPPLIES	0.00	10.86
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	121	5301	OFICE SUPPLIES	0.00	61.38
101	101445	12/08/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	20.36
TOTAL CHECK								0.00	630.42
101	101446	12/08/21	9528	PACIFIC CHESS ACADE	421	5208	PAYMNT 09/23-11/18/	0.00	980.00
101	101447	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	REC	0.00	311.28
101	101447	12/08/21	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
TOTAL CHECK								0.00	581.95
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	30.75
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	43.23
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	76.11
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	70.68
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	74.96
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	97.82
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	109.55
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	135.61
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	158.72
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	173.91
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	14.33
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.21
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	25.11
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	28.26
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.95
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	38.05
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	43.48
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.25
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	9.34
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	9.34
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	9.35
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.43
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.86
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	12.16
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	3.00
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	7.82
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	8.70
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	11.29

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	12.77
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	36.47
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	369.57
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	289.37
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	325.16
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	16.28
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	PD	0.00	18.03
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.38
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	16.29
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	16.30
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	51.08
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5223	STREETS	0.00	57.35
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	421	5223	REC	0.00	61.89
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	301	5227	POLICE	0.00	48.93
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	18.98
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	19.12
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	19.55
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	20.16
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	18.68
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	19.56
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	21.29
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	21.74
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	22.15
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	23.21
TOTAL CHECK								0.00	2,844.70
101	101452	12/08/21	8383	POWER DMS	301	5201	CALEA DOCUMENT MGMT	0.00	625.00
101	101453	12/08/21	8429	PURE JANITORIAL LLC	411	5201	NOVEMBER 2021	0.00	2,224.00
101	101455 V	12/08/21	4468	RENTAL DEPOT MONTER	503	5223		0.00	-522.10
101	101455	12/08/21	4468	RENTAL DEPOT MONTER	503	5223		0.00	522.10
TOTAL CHECK								0.00	0.00
101	101456	12/08/21	6520	RINCON CONSULTANTS,	201	5201	ON-CALL PEER REVIEW	0.00	1,936.25
101	101457	12/08/21	3019	SCUDDER ROOFING COM	01	4203	PERMIT #210444 WITH	0.00	753.13
101	101458	12/08/21	7891	SIR SPEEDY	201	5303	BUSINESS CARDS	0.00	62.27
101	101458	12/08/21	7891	SIR SPEEDY	501	5303	BUSINESS CARDS	0.00	62.28
TOTAL CHECK								0.00	124.55
101	101459	12/08/21	2541	SPCA OF MONTEREY CO	301	5201	SPCA MONTEREY COUNT	0.00	996.00
101	101460	12/08/21	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	2,121.83
101	101461	12/08/21	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	4.24
101	101461	12/08/21	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	21.76
101	101461	12/08/21	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	22.28
101	101461	12/08/21	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	26.63
101	101461	12/08/21	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	34.37
TOTAL CHECK								0.00	109.28

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FUND - 01 - GENERAL FUND

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101	101462	12/08/21	7867	UPS	301	5211	UPS SHIPPING LATE F	0.00	1.40
101	101463	12/08/21	2786	VERIZON WIRELESS	401	5212	LIB 10/19-11/18/20	0.00	76.02
101	101463	12/08/21	2786	VERIZON WIRELESS	421	5212	REC 10/19-11/18/20	0.00	92.94
101	101463	12/08/21	2786	VERIZON WIRELESS	201	5212	CDD 10/19-11/18/20	0.00	102.17
101	101463	12/08/21	2786	VERIZON WIRELESS	501	5212	PW 10/19-11/18/2021	0.00	131.40
101	101463	12/08/21	2786	VERIZON WIRELESS	301	5212	PD 10/19-11/18/20	0.00	136.42
101	101463	12/08/21	2786	VERIZON WIRELESS	121	5212	CM 10/19-11/18/20	0.00	31.58
101	101463	12/08/21	2786	VERIZON WIRELESS	131	5212	FIN 10/19-11/18/202	0.00	36.16
101	101463	12/08/21	2786	VERIZON WIRELESS	133	5212	IT 10/19-11/18/20	0.00	38.01
101	101463	12/08/21	2786	VERIZON WIRELESS	301	5206	VERIZON WIRELESS MO	0.00	511.42
101	101463	12/08/21	2786	VERIZON WIRELESS	501	5212	PW 10/19-11/18/202	0.00	527.22
101	101463	12/08/21	2786	VERIZON WIRELESS	133	5212	IT 10/19-11/18/20	0.00	51.35
101	101463	12/08/21	2786	VERIZON WIRELESS	351	5212	FIRE 10/19-11/18/20	0.00	65.24
TOTAL CHECK								0.00	1,799.93
101	101464	12/08/21	2800	ROXANE VIRAY	301	5123	DECEMBER 2021	0.00	150.00
101	101466	12/08/21	9305	WATSONVILLE FORD	503	5227	UNIT 51	0.00	80.52
101	101466	12/08/21	9305	WATSONVILLE FORD	503	5227	UNIT 58	0.00	236.93
101	101466	12/08/21	9305	WATSONVILLE FORD	301	5227	REPAIRS TO PD CAR U	0.00	7,847.48
101	101466	12/08/21	9305	WATSONVILLE FORD	503	5227	UNIT 51	0.00	48.07
TOTAL CHECK								0.00	8,213.00
101	101468	12/08/21	1204	WINNERS AWARDS & EN	503	5223	ETCHED STAINLESS BE	0.00	289.51
101	101468	12/08/21	1204	WINNERS AWARDS & EN	401	5223	BLDG	0.00	24.04
TOTAL CHECK								0.00	313.55
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	149.03
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	152.08
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	161.87
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	168.61
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	170.13
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	194.90
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	202.20
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	206.40
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	206.40
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	292.92
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	295.21
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	336.65
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5802	14TH&JUNIPERO-LOAN	0.00	294.94
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5802	SUNSET SR. - LOAN	0.00	338.81
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	379.07
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	385.98
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	418.03
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	521.42
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	749.57
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	934.21
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,075.00
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	124.70

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101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	116.50
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	9.54
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	10.27
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	3.93
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	4.57
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.38
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	8.75
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	1.19
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	1.56
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	2.97
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	11.57
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	11.90
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	12.80
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	13.33
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	14.29
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	15.03
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	15.40
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	15.87
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	9.27
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	9.27
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	17.28
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	22.21
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	24.32
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	29.08
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	19.34
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	19.62
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	38.02
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	42.77
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	43.38
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	43.41
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	45.55
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	46.47
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	46.67
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	50.78
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	65.18
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	65.18
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	75.92
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	109.87
TOTAL CHECK								0.00	9,906.38
101	101471	12/15/21	5118	DISASTER KLEENUP SP	301	5223	HEATER VENT CLEANIN	0.00	9,711.78
101	101472	12/17/21	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	101472	12/17/21	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	769.18
101	101472	12/17/21	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,630.03
TOTAL CHECK								0.00	2,468.45
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	811.50

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101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	862.50
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	1,263.23
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2 HEALTH	0.00	1,473.34
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,454.34
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,411.18
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	3,506.15
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	3,646.40
101	101473	12/17/21	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,699.57
TOTAL CHECK								0.00	44,187.74
101	101474	12/17/21	2939	CALPERS LONG TERM C	01	202	DED:6000 LTC	0.00	94.89
101	101475	12/17/21	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	684.00
101	101475	12/17/21	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,435.99
TOTAL CHECK								0.00	3,119.99
101	101476	12/17/21	3393	EFT	01	202	DED:*FM MEDICARE	0.00	9,872.24
101	101476	12/17/21	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,437.44
101	101476	12/17/21	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,166.79
TOTAL CHECK								0.00	61,476.47
101	101477	12/17/21	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	1,060.18
101	101478	12/17/21	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	807.50
101	101479	12/17/21	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	14,758.57
101	101479	12/17/21	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	150.00
TOTAL CHECK								0.00	14,908.57
101	101480	12/17/21	3483	UNITED STATES TREAS	01	202	DED:7503 IRS	0.00	147.69
101	101481	12/17/21	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	101482	12/17/21	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	25.00
101	101483	12/17/21	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	5,925.52
101	101483	12/17/21	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	13.88
101	101483	12/17/21	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	66.05
101	101483	12/17/21	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,236.67
101	101483	12/17/21	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,792.33
TOTAL CHECK								0.00	10,034.45
101	101484	12/17/21	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	39.78
101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	94.75

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101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	225.54
101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	237.05
101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	606.40
101	101485	12/17/21	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	711.15
TOTAL CHECK								0.00	2,062.84
101	101486	12/17/21	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	123.81
101	101487	12/17/21	2133	PERS	01	202	DED:0002 PERS	0.00	5,432.85
101	101487	12/17/21	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,979.85
101	101487	12/17/21	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,162.96
101	101487	12/17/21	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	6,457.92
101	101487	12/17/21	2133	PERS	01	202	DED:0021 PERS REG M	0.00	6,989.59
101	101487	12/17/21	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	7,997.22
101	101487	12/17/21	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,750.07
101	101487	12/17/21	2133	PERS	01	202	DED:01 PERS	0.00	11,810.20
101	101487	12/17/21	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	10.12
101	101487	12/17/21	2133	PERS	01	202	DED:0004 SURV BEN	0.00	85.56
101	101487	12/17/21	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	112.42
101	101487	12/17/21	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	231.01
101	101487	12/17/21	2133	PERS	01	202	DED:08 PERS OTHER	0.00	393.53
101	101487	12/17/21	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	796.10
TOTAL CHECK								0.00	63,209.40
101	101488	12/17/21	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	842.16
101	101489	12/17/21	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	2,077.95
101	101490	12/17/21	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	101491	12/17/21	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	697.27
101	101492	12/17/21	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	34.90
101	101492	12/17/21	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	75.00
101	101492	12/17/21	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	75.00
101	101492	12/17/21	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	216.38
101	101492	12/17/21	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	299.98
TOTAL CHECK								0.00	701.26
101	101494	12/17/21	4943	US BANK	301	5223	PDTRAVEL CC NOV 202	0.00	32.78
101	101494	12/17/21	4943	US BANK	401	5223	GODWIN CC NOV 2021	0.00	209.86
101	101494	12/17/21	4943	US BANK	133	5224	KHASIMI CC NOV 2021	0.00	140.32
101	101494	12/17/21	4943	US BANK	401	5215	GODWIN CC NOV 2021	0.00	47.15
101	101494	12/17/21	4943	US BANK	301	5215	MADALONE CC NOV 202	0.00	100.00
101	101494	12/17/21	4943	US BANK	501	5261	GHO CC NOV 2021	0.00	15.96
101	101494	12/17/21	4943	US BANK	301	5261	PDTRAVEL CC NOV 202	0.00	50.00
101	101494	12/17/21	4943	US BANK	131	5261	FRATI CC NOV 2021	0.00	75.00
101	101494	12/17/21	4943	US BANK	121	5291	HARVEY CC NOV 2021	0.00	49.97
101	101494	12/17/21	4943	US BANK	301	5291	FRANCIS CC NOV 2021	0.00	113.09
101	101494	12/17/21	4943	US BANK	121	5291	LIVIAN CC NOV 2021	0.00	119.99
101	101494	12/17/21	4943	US BANK	421	5361	CLARK CC NOV 2021	0.00	50.40

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101	101494	12/17/21	4943	US BANK	133	5212	KHASIMI CC NOV 2021	0.00	288.48
101	101494	12/17/21	4943	US BANK	301	5306	FRANCIS CC NOV 2021	0.00	4,010.28
101	101494	12/17/21	4943	US BANK	131	5291	FRATI CC NOV 2021	0.00	304.55
101	101494	12/17/21	4943	US BANK	131	5291	HANNAH CC NOV 2021	0.00	345.00
101	101494	12/17/21	4943	US BANK	301	5291	MADALONE CC NOV 202	0.00	725.00
101	101494	12/17/21	4943	US BANK	301	5291	PDTRAVEL CC NOV 202	0.00	1,012.27
101	101494	12/17/21	4943	US BANK	201	5261	HUNTER CC NOV 2021	0.00	545.00
101	101494	12/17/21	4943	US BANK	301	5275	SANTOS CC NOV 2021	0.00	307.41
101	101494	12/17/21	4943	US BANK	133	5229	KHASIMI CC NOV 2021	0.00	464.99
101	101494	12/17/21	4943	US BANK	401	5303	WEIRICK CC NOV 2021	0.00	858.44
101	101494	12/17/21	4943	US BANK	301	5215	PDTRAVEL CC NOV 202	0.00	252.16
101	101494	12/17/21	4943	US BANK	131	5215	LAGASCA CC NOV 2021	0.00	338.13
101	101494	12/17/21	4943	US BANK	131	5215	FRATI CC NOV 2021	0.00	470.00
101	101494	12/17/21	4943	US BANK	301	5215	FRANCIS CC NOV 2021	0.00	475.00
101	101494	12/17/21	4943	US BANK	121	5215	LINDSTROM CC NOV 20	0.00	500.00
101	101494	12/17/21	4943	US BANK	121	5215	HARVEY CC NOV 2021	0.00	957.15
101	101494	12/17/21	4943	US BANK	201	5215	HUNTER CC NOV 2021	0.00	1,705.00
101	101494	12/17/21	4943	US BANK	121	5217	LIVIAN CC NOV 2021	0.00	314.73
101	101494	12/17/21	4943	US BANK	301	5224	SANTOS CC NOV 2021	0.00	668.82
101	101494	12/17/21	4943	US BANK	121	5202	LIVIAN CC NOV 2021	0.00	1,960.00
TOTAL CHECK								0.00	17,506.93
101	101497	12/23/21	4458	A TO Z RENTAL CENTE	121	5236	EE TRAINING DAY	0.00	459.91
101	101498	12/23/21	5621	ACCENT CLEAN & SWEE	504	5201	FY21/22 STREET SWEE	0.00	13,266.00
101	101499	12/23/21	7555	ADT SECURITY SERVIC	131	5201	DEC 2021 - MARCH 20	0.00	270.25
101	101500	12/23/21	6216	MONTEREY BAY TREEWO	513	5201	FY21/22 ARBORIST SE	0.00	3,100.00
101	101501	12/23/21	4965	ALVAREZ TECHNOLOGY	133	5201	HANDS ON SUPPORT SE	0.00	3,627.00
101	101502	12/23/21	8330	AMAZON CAPITAL SERV	501	5309	POCKET KNIFES	0.00	423.90
101	101502	12/23/21	8330	AMAZON CAPITAL SERV	501	5301	CABINET & STORAGE	0.00	182.03
101	101502	12/23/21	8330	AMAZON CAPITAL SERV	501	5301	BATTERIES & CHARGER	0.00	108.19
TOTAL CHECK								0.00	714.12
101	101503	12/23/21	3905	AMERICAN LOCK & KEY	503	5223		0.00	195.55
101	101504	12/23/21	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	1,003.36
101	101504	12/23/21	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	679.74
101	101504	12/23/21	106	AMERICAN SUPPLY COM	421	5309	CASE CLORINE	0.00	445.88
TOTAL CHECK								0.00	2,128.98
101	101505	12/23/21	9430	ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	92.36
101	101505	12/23/21	9430	ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	92.36
101	101505	12/23/21	9430	ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	92.36
101	101505	12/23/21	9430	ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	92.36
TOTAL CHECK								0.00	369.44
101	101506	12/23/21	9131	ASSOCIATED RIGHT OF	121	5201	APPRAISAL SERVICES	0.00	562.50

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101	101507	12/23/21	5363	AT&T CALNET 3	133	5212	PHONES	0.00	2,146.08
101	101507	12/23/21	5363	AT&T CALNET 3	133	5206	INTERNET LIBRARY	0.00	176.53
101	101507	12/23/21	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	22.69
TOTAL CHECK								0.00	2,345.30
101	101508	12/23/21	8476	AT&T MOBILITY	301	5206	AT&T FIRSTNET CELLP	0.00	30.92
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	18.60
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	18.74
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5301	BOOKS AND MATERIALS	0.00	19.02
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5301	BOOKS AND MATERIALS	0.00	28.51
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	86.20
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5303	BOOKS AND MATERIALS	0.00	216.71
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5303	BOOKS AND MATERIALS	0.00	251.89
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5303	BOOKS AND MATERIALS	0.00	258.66
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5303	BOOKS AND MATERIALS	0.00	355.20
101	101510	12/23/21	213	BAKER & TAYLOR COMP	401	5303	BOOKS AND MATERIALS	0.00	1,048.08
TOTAL CHECK								0.00	2,301.61
101	101511	12/23/21	9240	BAY PHYSICAL THERAP	121	5236	FITNESS ASSESSMENT	0.00	600.00
101	101511	12/23/21	9240	BAY PHYSICAL THERAP	121	5236	FITNESS ASSESSMENT	0.00	200.00
TOTAL CHECK								0.00	800.00
101	101512	12/23/21	8701	BEAR ELECTRICAL SOL	505	5201	NOVEMBER 2021	0.00	250.00
101	101512	12/23/21	8701	BEAR ELECTRICAL SOL	505	5201	AUGUST 2021	0.00	250.00
TOTAL CHECK								0.00	500.00
101	101515	12/23/21	402	CA DEPT OF JUSTICE	301	5201	DOJ LIVESCANS	0.00	928.00
101	101515	12/23/21	402	CA DEPT OF JUSTICE	121	5201	DOJ BACKGROUND CHEC	0.00	96.00
TOTAL CHECK								0.00	1,024.00
101	101516	12/23/21	392	CALIFORNIA COASTAL	505	5291	STORM WATER PERMIT	0.00	3,326.00
101	101518	12/23/21	3501	CALTRONICS BUSINESS	201	5225	11/14/21 - 12/13/21	0.00	507.56
101	101518	12/23/21	3501	CALTRONICS BUSINESS	501	5225	11/14/21 - 12/13/21	0.00	211.79
101	101518	12/23/21	3501	CALTRONICS BUSINESS	501	5225	11/14/21 - 12/13/21	0.00	42.98
101	101518	12/23/21	3501	CALTRONICS BUSINESS	401	5225	11/14/21 - 12/13/21	0.00	44.67
101	101518	12/23/21	3501	CALTRONICS BUSINESS	121	5225	11/14/21 - 12/13/21	0.00	122.41
101	101518	12/23/21	3501	CALTRONICS BUSINESS	131	5225	11/14/21 - 12/13/21	0.00	166.86
TOTAL CHECK								0.00	1,096.27
101	101519	12/23/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	229.60
101	101519	12/23/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	32.18
101	101519	12/23/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	52.19
101	101519	12/23/21	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	27.83
TOTAL CHECK								0.00	341.80
101	101520	12/23/21	6309	COLANTUONO, HIGHSMI	111	5205	CDTFA TRANSACTIONS	0.00	5,997.51
101	101520	12/23/21	6309	COLANTUONO, HIGHSMI	111	5205	LEGAL ASSISTANCE -	0.00	37.50
101	101520	12/23/21	6309	COLANTUONO, HIGHSMI	111	5205	LEGAL SERVICES PG&E	0.00	119.43
TOTAL CHECK								0.00	6,154.44

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101	101521	12/23/21	5171	COMCAST	133	5206	INTERNET CH	0.00	151.16
101	101522	12/23/21	4948	CREATIVE PRODUCT SO	301	5291	DARE GRADUATION SHI	0.00	627.49
101	101522	12/23/21	4948	CREATIVE PRODUCT SO	301	5291	DARE GRAD CERTIFICA	0.00	92.65
TOTAL CHECK								0.00	720.14
101	101524	12/23/21	3451	DE LAY & LAREDO	201	5205	NOV 2021 LEGAL SERV	0.00	743.60
101	101524	12/23/21	3451	DE LAY & LAREDO	111	5203	NOV 2021 LEGAL SERV	0.00	1,430.00
101	101524	12/23/21	3451	DE LAY & LAREDO	111	5203	GENERAL LEGAL FEES	0.00	35,095.00
TOTAL CHECK								0.00	37,268.60
101	101526	12/23/21	829	DOOLEY ENTERPRISES	301	5316	AMMUNITION FOR PATR	0.00	6,414.19
101	101527	12/23/21	846	DROUGHT RESISTANT N	503	5223	DOWNTOWN PROJECT	0.00	68.27
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	503	5223	CITY HALL	0.00	1,047.23
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	505	5309	STREET LAMPS	0.00	1,530.61
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	351	5223	OCR OC RETURN	0.00	-63.67
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	505	5309	STREET LAMPS	0.00	26.46
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	503	5309	STREET LAMPS	0.00	43.63
101	101528	12/23/21	7424	EDGES ELECTRICAL GR	301	5223	PD AC	0.00	64.21
TOTAL CHECK								0.00	2,648.47
101	101530	12/23/21	9531	ERICA WALKER	01	4401	RZR REPORT REFUND	0.00	191.00
101	101531	12/23/21	920	ESRI, INC.	133	5239	GIS SOFTWARE	0.00	2,950.00
101	101532	12/23/21	926	EWING IRRIGATION PR	513	5351	24 IN CINCH TREE TI	0.00	132.00
101	101533	12/23/21	5094	COASTAL FABRICATION	505	5309	ALUMINUM HATCH COVE	0.00	300.93
101	101533	12/23/21	5094	COASTAL FABRICATION	505	5309	1/4" HR STEEL PLATE	0.00	169.26
TOTAL CHECK								0.00	470.19
101	101534	12/23/21	952	FEDERAL EXPRESS COR	301	5211	OVERNIGHT SHIPPING	0.00	58.05
101	101534	12/23/21	952	FEDERAL EXPRESS COR	301	5211		0.00	68.69
TOTAL CHECK								0.00	126.74
101	101536	12/23/21	7127	GACHINA LANDSCAPE M	503	5201	FY21/22 MOWING SERV	0.00	763.00
101	101537	12/23/21	1105	GRANITE ROCK COMPAN	505	5309	COLD MIX 231-131	0.00	1,419.50
101	101539	12/23/21	3409	GREEN RUBBER-KENNED	503	5227	WATER TRUCK 50	0.00	123.62
101	101540	12/23/21	8066	HINDERLITER, DE LLA	131	5201	Q2/2021 TRANS TAX	0.00	300.00
101	101540	12/23/21	8066	HINDERLITER, DE LLA	131	5201	SALE TAX OCT-DEC 20	0.00	1,120.05
101	101540	12/23/21	8066	HINDERLITER, DE LLA	131	5201	EDS 1ST QTR 2021	0.00	4,070.00
101	101540	12/23/21	8066	HINDERLITER, DE LLA	131	5201	EDS 2ND QTR 2021	0.00	4,800.00
101	101540	12/23/21	8066	HINDERLITER, DE LLA	131	5201	EDS 3RD QTR 2021	0.00	15,250.00
TOTAL CHECK								0.00	25,540.05
101	101541	12/23/21	1298	IACP	301	5261	IACP MEMBERSHIP	0.00	525.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101542	12/23/21	1300	IBM CORPORATION	301	5201	MASS 360 DEVICES	0.00	18.52
101	101543	12/23/21	7433	IPS GROUP, INC	301	5213	IPS METER BANK FEES	0.00	1,352.42
101	101544	12/23/21	6088	JACKIE SHAFFER	01	214	REFUND DAMAGE DEPOS	0.00	189.00
101	101545	12/23/21	9537	JENNIFER RUSSELL	01	214	REFUND DAMAGE DEPOS	0.00	185.00
101	101547	12/23/21	3521	KIMBALL MIDWEST	502	5309	MECHANICAL STOCK	0.00	252.82
101	101547	12/23/21	3521	KIMBALL MIDWEST	505	5309	STREETS DEPT LIGHT	0.00	528.53
101	101547	12/23/21	3521	KIMBALL MIDWEST	502	5309	CREDIT	0.00	-40.44
101	101547	12/23/21	3521	KIMBALL MIDWEST	502	5309	STOCK	0.00	22.86
101	101547	12/23/21	3521	KIMBALL MIDWEST	505	5309	STOCK	0.00	27.38
TOTAL CHECK								0.00	791.15
101	101548	12/23/21	7862	KIMLEY HORN	225	5201	CONTRACT SRVS-ATC E	0.00	5,447.25
101	101550	12/23/21	1523	LIEBERT CASSIDY WHI	121	5205	LEGAL ADVICE PERSON	0.00	39.00
101	101551	12/23/21	8738	LIFTOFF LLC	133	5229	MICROSOFT 365 LICEN	0.00	135.00
101	101552	12/23/21	9533	MARIA PANDO	01	214	REFUND DAMAGE DEPOS	0.00	189.00
101	101554	12/23/21	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	48.92
101	101554	12/23/21	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	117.10
TOTAL CHECK								0.00	166.02
101	101555	12/23/21	8199	MIKE HARVEY'S CONCR	505	5309	CARRY FORWARD OF PO	0.00	13,300.00
101	101556	12/23/21	9536	MIMEE RAXAJACK-MORA	01	214	REFUND DAMAGE DEPOS	0.00	185.00
101	101557	12/23/21	3443	MONTEREY BAY PEST C	351	5223	RODENT CONTROL PD	0.00	180.00
101	101558	12/23/21	3807	MONTEREY COUNTY WEE	101	5221	BCC ADVERTISING	0.00	466.00
101	101558	12/23/21	3807	MONTEREY COUNTY WEE	501	5221	ADOPTED ORD 21-031	0.00	108.81
101	101558	12/23/21	3807	MONTEREY COUNTY WEE	121	5221	2ND READ MIN WAGE O	0.00	108.81
101	101558	12/23/21	3807	MONTEREY COUNTY WEE	121	5221	2ND RD MEA CLASS OR	0.00	108.81
101	101558	12/23/21	3807	MONTEREY COUNTY WEE	131	5221	BUDGET AMDT 2ND REA	0.00	108.81
TOTAL CHECK								0.00	901.24
101	101559	12/23/21	1798	MONTEREY ONE WATER	503	5222	11/01/2021-12/31/20	0.00	2,929.34
101	101559	12/23/21	1798	MONTEREY ONE WATER	131	5222	11/01/2021-12/31/20	0.00	630.42
101	101559	12/23/21	1798	MONTEREY ONE WATER	401	5222	11/01/2021-12/31/20	0.00	180.12
101	101559	12/23/21	1798	MONTEREY ONE WATER	501	5222	11/01/2021-12/31/20	0.00	180.12
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	503	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	421	5222	11/01/2021-12/31/20	0.00	90.06
101	101559	12/23/21	1798	MONTEREY ONE WATER	411	5222	11/01/2021-12/31/20	0.00	5.46

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TOTAL CHECK								0.00	4,555.88
101	101560	12/23/21	1797	MONTEREY REGIONAL W	503	5223	DUMP RUN	0.00	20.00
101	101561	12/23/21	1801	MONTEREY TIRE SERVI	501	5227	UNIT 69	0.00	796.57
101	101561	12/23/21	1801	MONTEREY TIRE SERVI	503	5227	UNIT 56	0.00	1,064.99
TOTAL CHECK								0.00	1,861.56
101	101562	12/23/21	1815	MORRILL & FORBES	503	5223	GOLF CLUB	0.00	255.00
101	101564	12/23/21	4299	NOLAND, HAMERLY, ET	101	5205	ENAYATI LEGAL SERVI	0.00	3,339.91
101	101564	12/23/21	4299	NOLAND, HAMERLY, ET	131	5205	LEGAL ADVICE/CONSUL	0.00	315.00
101	101564	12/23/21	4299	NOLAND, HAMERLY, ET	121	5205	LEGAL ADVICE/CONSUL	0.00	665.00
101	101564	12/23/21	4299	NOLAND, HAMERLY, ET	121	5205	LEGAL ADVICE/CONSUL	0.00	4.03
TOTAL CHECK								0.00	4,323.94
101	101565	12/23/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	185.04
101	101565	12/23/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	49.08
101	101565	12/23/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	70.59
101	101565	12/23/21	1958	OFFICE DEPOT, INC.	201	5301	OFFICE SUPPLIES	0.00	-73.04
101	101565	12/23/21	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	10.86
TOTAL CHECK								0.00	242.53
101	101566	12/23/21	9001	OFFICERELIEF	131	5306	ERGONOMIC KEYBOARD	0.00	237.60
101	101567	12/23/21	5567	OVERDRIVE, INC.	401	5303	BOOKS & MATERIALS	0.00	14.95
101	101568	12/23/21	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
101	101568	12/23/21	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	29.00
TOTAL CHECK								0.00	299.67
101	101569	12/23/21	2062	PACIFIC WEST WATER	131	5301	OFFICE SUPPLIES	0.00	42.85
101	101569	12/23/21	2062	PACIFIC WEST WATER	201	5301	OFFICE SUPPLIES	0.00	42.85
TOTAL CHECK								0.00	85.70
101	101571	12/23/21	2219	PURE WATER	501	5309	WATER SERVICE	0.00	19.25
101	101571	12/23/21	2219	PURE WATER	502	5309	WATER SERVICE	0.00	19.25
101	101571	12/23/21	2219	PURE WATER	503	5309	WATER SERVICE	0.00	19.25
101	101571	12/23/21	2219	PURE WATER	505	5309	WATER SERVICE	0.00	19.25
TOTAL CHECK								0.00	77.00
101	101572	12/23/21	4417	QUINN POWER SYSTEM	201	5226	CONTROL HEAD REPLAC	0.00	2,256.75
101	101572	12/23/21	4417	QUINN POWER SYSTEM	421	5226	CONTROL HEAD REPLAC	0.00	2,256.75
101	101572	12/23/21	4417	QUINN POWER SYSTEM	301	5224	CONTROL HEAD REPLAC	0.00	2,256.75
101	101572	12/23/21	4417	QUINN POWER SYSTEM	351	5224	CONTROL HEAD REPLAC	0.00	2,256.75
TOTAL CHECK								0.00	9,027.00
101	101573	12/23/21	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	141.57
101	101574	12/23/21	6743	HANA GARDENS SEASID	503	5223	PERKINS PARK	0.00	108.64
101	101574	12/23/21	6743	HANA GARDENS SEASID	503	5223	PERKINS PARK	0.00	127.48
TOTAL CHECK								0.00	236.12

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101	101575	12/23/21	9532	SHIRLEY PEAKE	01	214	REFUND DAMAGE DEPOS	0.00	185.00
101	101576	12/23/21	8653	SOLARWINDS	133	5229	ANNUAL MAINTENANCE	0.00	641.28
101	101577	12/23/21	9336	STAPHANY ARRIOLA	421	5301	FIRST AID SUPPLIES	0.00	22.49
101	101579	12/23/21	2606	SUMMIT UNIFORMS	301	5291	UNIFORM/SHUM	0.00	1,578.28
101	101579	12/23/21	2606	SUMMIT UNIFORMS	301	5291	UNIFORM/ALVARADO	0.00	401.41
101	101579	12/23/21	2606	SUMMIT UNIFORMS	301	5291	UNIFORM/ALVARADO	0.00	487.81
TOTAL CHECK								0.00	2,467.50
101	101580	12/23/21	2993	SUPERION, LLC	131	5201	EFINANCE SOFTWARE &	0.00	4,092.31
101	101581	12/23/21	2627	SYSTEMS FOR PUBLIC	301	5201	BACKGROUND INVESTIG	0.00	450.00
101	101582	12/23/21	9534	TERESA ANDERSON	01	214	REFUND DAMAGE DEPOS	0.00	189.00
101	101583	12/23/21	1758	THE MONTEREY COUNTY	503	5223	MEMORIAL BENCH PROG	0.00	398.86
101	101583	12/23/21	1758	THE MONTEREY COUNTY	503	5223	MEMORIAL BENCH PROG	0.00	425.82
TOTAL CHECK								0.00	824.68
101	101584	12/23/21	4650	TORO PETROLEUM CORP	351	5311	FD 600 PINE AVE	0.00	1,504.11
101	101585	12/23/21	8379	TRANSUNION RISK AND	301	5201	4170441/TLO	0.00	75.00
101	101586	12/23/21	9148	TRI COUNTY CONCRETE	505	5309	2.5 YD. CONCRETE	0.00	573.65
101	101587	12/23/21	9535	TRISHA BOCKERT	01	214	REFUND DAMAGE DEPOS	0.00	189.00
101	101589	12/23/21	7867	UPS	301	5211	UPS SHIPPING LATE F	0.00	1.16
101	101590	12/23/21	2800	ROXANE VIRAY	301	5123	RETIREMENT MEDIAL	0.00	150.00
101	101592	12/23/21	9305	WATSONVILLE FORD	505	5227	UNIT 17	0.00	236.93
101	101592	12/23/21	9305	WATSONVILLE FORD	505	5227	UNIT 17	0.00	236.93
TOTAL CHECK								0.00	473.86
101	101593	12/23/21	8136	WELLS FARGO VENDOR	501	5225	KONICA LEASE FY 21/	0.00	147.32
101	101593	12/23/21	8136	WELLS FARGO VENDOR	401	5225	KONICA LEASE FY 21/	0.00	164.75
101	101593	12/23/21	8136	WELLS FARGO VENDOR	131	5225	KONICA LEASE FY 21/	0.00	173.65
101	101593	12/23/21	8136	WELLS FARGO VENDOR	301	5225	KONICA LEASE FY 21/	0.00	173.65
101	101593	12/23/21	8136	WELLS FARGO VENDOR	121	5225	KONICA LEASE FY 21/	0.00	174.70
101	101593	12/23/21	8136	WELLS FARGO VENDOR	201	5225	KONICA LEASE FY 21/	0.00	205.51
TOTAL CHECK								0.00	1,039.58
101	101596	12/23/21	9283	ZENCITY TECHNOLOGIE	133	5201	ZENCITY PLATFORM, 1	0.00	31,000.00
101	101598	12/29/21	2133	PERS	421	5145	DEC 2021 UAL	0.00	4,833.33
101	101598	12/29/21	2133	PERS	121	5145	DEC 2021 UAL	0.00	8,916.67
101	101598	12/29/21	2133	PERS	503	5145	DEC 2021 UAL	0.00	9,083.33
101	101598	12/29/21	2133	PERS	513	5145	DEC 2021 UAL	0.00	250.00

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101	101598	12/29/21	2133	PERS	101	5145	DEC 2021 UAL	0.00	416.68
101	101598	12/29/21	2133	PERS	133	5145	DEC 2021 UAL	0.00	2,333.33
101	101598	12/29/21	2133	PERS	502	5145	DEC 2021 UAL	0.00	2,583.33
101	101598	12/29/21	2133	PERS	501	5145	DEC 2021 UAL	0.00	3,166.67
101	101598	12/29/21	2133	PERS	301	5145	DEC 2021 UAL	0.00	105,500.00
101	101598	12/29/21	2133	PERS	131	5145	DEC 2021 UAL	0.00	10,250.00
101	101598	12/29/21	2133	PERS	401	5145	DEC 2021 UAL	0.00	10,333.33
101	101598	12/29/21	2133	PERS	201	5145	DEC 2021 UAL	0.00	12,333.33
101	101598	12/29/21	2133	PERS	505	5145	DEC 2021 UAL	0.00	16,583.33
101	101598	12/29/21	2133	PERS	351	5145	DEC 2021 UAL	0.00	88,862.58
TOTAL CHECK								0.00	275,445.91
101	101599	12/30/21	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	101599	12/30/21	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	738.61
101	101599	12/30/21	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,560.37
TOTAL CHECK								0.00	2,368.22
101	101600	12/30/21	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	684.00
101	101600	12/30/21	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,435.77
TOTAL CHECK								0.00	3,119.77
101	101601	12/30/21	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,155.68
101	101601	12/30/21	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	19,148.14
101	101601	12/30/21	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	49,090.03
TOTAL CHECK								0.00	79,393.85
101	101602	12/30/21	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	91.46
101	101603	12/30/21	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	808.65
101	101603	12/30/21	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	17,990.77
TOTAL CHECK								0.00	18,799.42
101	101604	12/30/21	3483	UNITED STATES TREAS	01	202	DED:7503 IRS	0.00	147.69
101	101605	12/30/21	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	101606	12/30/21	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	11.67
101	101606	12/30/21	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	81.15
101	101606	12/30/21	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,448.66
101	101606	12/30/21	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,140.28
101	101606	12/30/21	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,101.09
TOTAL CHECK								0.00	10,782.85
101	101607	12/30/21	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	101608	12/30/21	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	137.82
101	101609	12/30/21	2133	PERS	01	202	DED:0000 PERS	0.00	-597.12
101	101609	12/30/21	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	-3.38
101	101609	12/30/21	2133	PERS	01	202	DED:0004 SURV BEN	0.00	83.70
101	101609	12/30/21	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	149.43
101	101609	12/30/21	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	230.96

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101	101609	12/30/21	2133	PERS	01	202	DED:08 PERS OTHER	0.00	398.49
101	101609	12/30/21	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	809.85
101	101609	12/30/21	2133	PERS	01	202	DED:0002 PERS	0.00	5,432.85
101	101609	12/30/21	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,896.26
101	101609	12/30/21	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,316.11
101	101609	12/30/21	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	6,612.54
101	101609	12/30/21	2133	PERS	01	202	DED:0021 PERS REG M	0.00	6,960.43
101	101609	12/30/21	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	7,990.86
101	101609	12/30/21	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,773.81
101	101609	12/30/21	2133	PERS	01	202	DED:01 PERS	0.00	11,634.68
TOTAL CHECK								0.00	62,689.47
101	101610	12/30/21	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	2,336.30
101	101611	12/30/21	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	101612	12/30/21	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	638.34
101	101612	12/30/21	4177	UNION BANK OF CALIF	01	202	DED:4006 PARS-457	0.00	-541.03
TOTAL CHECK								0.00	97.31
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	134.54
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	150.78
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	273.71
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	273.75
101	101613	12/30/21	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FI	0.00	278.12
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	278.63
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	280.68
101	101613	12/30/21	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	313.04
101	101613	12/30/21	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	318.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	334.13
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	341.39
101	101613	12/30/21	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	452.44
101	101613	12/30/21	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	481.59
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	499.49
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	530.35
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	543.95
101	101613	12/30/21	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	-1.36
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	1,113.71
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,257.59
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	1,330.58
101	101613	12/30/21	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	21.86
101	101613	12/30/21	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	21.87
101	101613	12/30/21	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	35.75
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	35.91
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	35.93

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	35.93
101	101613	12/30/21	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	37.86
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	43.73
101	101613	12/30/21	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	43.73
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	62.33
101	101613	12/30/21	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	-4.90
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	-4.08
101	101613	12/30/21	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	81.40
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	89.18
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	89.18
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	94.69
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	171.84
101	101613	12/30/21	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	175.08
101	101613	12/30/21	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	232.14
101	101613	12/30/21	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	236.58
TOTAL CHECK								0.00	12,040.53
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	33.08
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	36.36
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	41.45
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	44.62
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	44.90
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	46.26
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	46.87
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	48.90
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	51.75
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	52.94
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	54.08
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	66.66
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	66.66
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	126.40
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	131.88
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	154.03
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	155.54
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	159.28
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	174.43
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	211.09
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	211.09
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	222.93
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	286.27
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	303.62
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	307.92
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	314.95
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	321.69
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	411.49

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	531.30
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	533.29
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	640.50
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	792.18
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	955.48
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,107.23
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	20.08
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	20.80
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	17.78
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	22.60
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	24.22
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	27.37
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	13.13
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	13.40
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	13.40
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	13.57
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	14.25
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	16.04
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	16.26
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	16.59
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.38
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	11.68
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	11.80
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	12.09
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA ST	0.00	1.28
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	1.79
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	3.93
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	5.20
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	2.18
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	3.27
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	95.77
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	421	5802	14TH&JUNIPERO-LOAN	0.00	294.94
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	503	5802	SUNSET SR. - LOAN	0.00	338.81
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
TOTAL CHECK								0.00	10,774.54
101	V1213211	12/13/21	2987	HARRIS & ASSOCIATES	201	5201	CONTRACT PLANNING S	0.00	4,000.00
101	V1223211	12/23/21	8974	ALENA RACHELLE WAGR	421	5208	BEGINNING BALLET TA	0.00	784.00
TOTAL CASH ACCOUNT								0.00	1,881,139.61
TOTAL FUND								0.00	1,881,139.61

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 07 - LIBRARY BLDG & EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101451	12/08/21	8887	PENINSULA BUSINESS	402	5291	FURNITURE FOR READI	0.00	7,063.68
TOTAL CASH ACCOUNT								0.00	7,063.68
TOTAL FUND								0.00	7,063.68

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 12 - FIRE EMERG EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101513	12/23/21	3400	BOUND TREE MEDICAL,	355	5309	CPR MASKS	0.00	142.51
101	101513	12/23/21	3400	BOUND TREE MEDICAL,	355	5309	CPR MASKS	0.00	142.51
TOTAL CHECK								0.00	285.02
TOTAL CASH ACCOUNT								0.00	285.02
TOTAL FUND								0.00	285.02

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 14 - CIVIC CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101559	12/23/21	1798	MONTEREY ONE WATER	704	5207	11/01/2021-12/31/20	0.00	360.24
TOTAL CASH ACCOUNT								0.00	360.24
TOTAL FUND								0.00	360.24

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101397	12/02/21	2133	PERS	204	5145	UAL NOV 2021	0.00	833.33
101	101432	12/08/21	8506	MARSAN1 CONSULTING	202	5201	DECEMBER 2020	0.00	750.00
101	101432	12/08/21	8506	MARSAN1 CONSULTING	202	5201	FEBRUARY 2021	0.00	950.00
TOTAL CHECK								0.00	1,700.00
101	101598	12/29/21	2133	PERS	204	5145	DEC 2021 UAL	0.00	833.33
TOTAL CASH ACCOUNT								0.00	3,366.66
TOTAL FUND								0.00	3,366.66

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	-242.49
101	101397	12/02/21	2133	PERS	508	5145	UAL NOV 2021	0.00	1,666.67
101	101447	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	PW	0.00	6,612.08
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	9.05
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	0.41
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	46.12
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	11.16
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	30.81
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	16.10
TOTAL CHECK								0.00	113.65
101	101517	12/23/21	467	CALTRANS	508	5331	JULY - SEPT 2021	0.00	1,316.22
101	101535	12/23/21	8719	FLUIDSECURE	508	5276	ANNUAL RENEWAL	0.00	1,356.00
101	101598	12/29/21	2133	PERS	508	5145	DEC 2021 UAL	0.00	1,666.67
101	101613	12/30/21	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	-13.61
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	0.41
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	12.50
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	9.60
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	50.04
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	32.79
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	17.14
TOTAL CHECK								0.00	122.48
TOTAL CASH ACCOUNT								0.00	12,597.67
TOTAL FUND								0.00	12,597.67

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	-110.81
101	101404	12/08/21	6154	AT&T	413	5212	JUN, JUL, DEC 2021	0.00	401.46
101	101405	12/08/21	5363	AT&T CALNET 3	413	5212	LIGHTHOUSE	0.00	22.74
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	9.34
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	413	5223	UNAPPLIED CREDIT	0.00	-159.06
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	47.82
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	32.28
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	24.28
TOTAL CHECK								0.00	-45.34
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	2.03
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	16.62
TOTAL CHECK								0.00	18.65
101	101559	12/23/21	1798	MONTEREY ONE WATER	413	5222	11/01/2021-12/31/20	0.00	90.06
101	101613	12/30/21	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	152.54
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	1.97
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	16.77
TOTAL CHECK								0.00	18.74
TOTAL CASH ACCOUNT								0.00	548.04
TOTAL FUND								0.00	548.04

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101559	12/23/21	1798	MONTEREY ONE WATER	405	5291	11/01/2021-12/31/20	0.00	128.46
TOTAL CASH ACCOUNT								0.00	128.46
TOTAL FUND								0.00	128.46

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 41 - YOUNT INCOME FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101397	12/02/21	2133	PERS	510	5145	UAL NOV 2021	0.00	166.67
101	101417	12/08/21	9506	DUDEK	510	6031	GWP MANAGEMENT PLAN	0.00	12,627.80
101	101598	12/29/21	2133	PERS	510	5145	DEC 2021 UAL	0.00	166.67
TOTAL CASH ACCOUNT								0.00	12,961.14
TOTAL FUND								0.00	12,961.14

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 42 - PUB SAFETY AUG FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101553	12/23/21	1751	MONTEREY COUNTY EME	303	5201	3RD QTR FY21/22	0.00	106,142.00
TOTAL CASH ACCOUNT								0.00	106,142.00
TOTAL FUND								0.00	106,142.00

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101430	12/08/21	1487	LC ACTION POLICE SU	304	5275	SERVICE PISTOLS	0.00	310.26
101	101509	12/23/21	3801	AXON ENTERPRISE, IN	304	5201	EVIDENCE.COM	0.00	17,460.53
101	101523	12/23/21	8508	DANIEL DEFENSE	304	5275	FOUR PATROL RIFLES	0.00	4,582.76
101	101529	12/23/21	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,125.60
TOTAL CASH ACCOUNT								0.00	24,479.15
TOTAL FUND								0.00	24,479.15

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101059 V	10/27/21	4393	COLLINS ELECTRICAL	631	6021	TEMP POWER AT PW CO	0.00	-87,209.00
101	101406	12/08/21	4036	AURUM CONSULTING EN	631	6021	PW YARD ELECTRICAL	0.00	4,062.50
101	101412	12/08/21	4393	COLLINS ELECTRICAL	631	6021	PW FIRE ELECTRICAL	0.00	1,585.10
101	101467	12/08/21	9401	WILLIAMS SCOTSMAN,	631	6021	FY21/22 PW CONSTRUC	0.00	1,305.98
101	101546	12/23/21	8351	JOSEPH KAVANAGH	631	6031	TRIBAL MONITORING	0.00	893.44
101	101563	12/23/21	1896	NEILL ENGINEERS COR	631	6041	CIP 22-01	0.00	16,522.00
101	101583	12/23/21	1758	THE MONTEREY COUNTY	631	6041	BIDS-STREET REHAB O	0.00	166.83
101	101594	12/23/21	9401	WILLIAMS SCOTSMAN,	631	6021	FY21/22 PW CONSTRUC	0.00	1,274.44
101	101595	12/23/21	9325	ZANDER DESIGN	631	6031	POINT PINOS TRAIL C	0.00	9,891.78
101	101597	12/23/21	4393	COLLINS ELECTRICAL	631	6021	TEMP POWER AT PW CO	0.00	87,209.00
TOTAL CASH ACCOUNT								0.00	35,702.07
TOTAL FUND								0.00	35,702.07

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101470	12/08/21	1	CALPERS HEALTH	703	5123	DEC RETIREE & CHGS	0.00	9,107.60
101	101495	12/20/21	8211	STANDARD INSURANCE	703	5123	DEC 2021 PREMIUM	0.00	2,483.08
101	101496	12/20/21	9360	STANDARD INSURANCE	703	5123	NOV & DEC 2021 PREM	0.00	10,065.60
101	101514	12/23/21	400	CA DEPT OF INDUSTRI	703	5235	WC 7/1/2021-6/30/20	0.00	17,230.90
101	101525	12/23/21	776	DELTA DENTAL PLAN O	703	5234	OCT 2021 CLAIMS	0.00	190.58
TOTAL CASH ACCOUNT								0.00	39,077.76
TOTAL FUND								0.00	39,077.76

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101397	12/02/21	2133	PERS	701	5145	UAL NOV 2021	0.00	583.33
101	101598	12/29/21	2133	PERS	701	5145	DEC 2021 UAL	0.00	583.33
TOTAL CASH ACCOUNT								0.00	1,166.66
TOTAL FUND								0.00	1,166.66

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101397	12/02/21	2133	PERS	702	5145	UAL NOV 2021	0.00	416.67
101	101415	12/08/21	3451	DE LAY & LAREDO	702	5201	OCT 2021 LEGAL SERV	0.00	5,777.20
101	101524	12/23/21	3451	DE LAY & LAREDO	702	5201	NOV 2021 LEGAL SERV	0.00	7,035.90
101	101598	12/29/21	2133	PERS	702	5145	DEC 2021 UAL	0.00	416.67
TOTAL CASH ACCOUNT								0.00	13,646.44
TOTAL FUND								0.00	13,646.44

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101559	12/23/21	1798	MONTEREY ONE WATER	741	5222	11/01/2021-12/31/20	0.00	9,515.01
101	101568	12/23/21	2024	PACIFIC GAS & ELECT	741	5222	LWP	0.00	3,216.52
101	101570	12/23/21	7716	PERC WATER CORPORAT	741	5201	LWP O&M	0.00	23,205.82
101	101578	12/23/21	3392	STATE WATER RESOURC	741	5201	ANNUAL PERMIT FEES	0.00	7,486.00
101	101613	12/30/21	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	855.29
TOTAL CASH ACCOUNT								0.00	44,278.64
TOTAL FUND								0.00	44,278.64

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	-19.40
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	-215.53
TOTAL CHECK								0.00	-234.93
101	101397	12/02/21	2133	PERS	601	5145	UAL NOV 2021	0.00	1,166.67
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	601	5309	CEM	0.00	28.66
101	101423	12/08/21	1199	HAYWARD LUMBER COMP	601	5309	CEM	0.00	14.33
TOTAL CHECK								0.00	42.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	4.40
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	4.02
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	73.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	73.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	72.20
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	71.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	601	5309	NOV 2021 UNIFORM SE	0.00	12.00
TOTAL CHECK								0.00	431.00
101	101454	12/08/21	3709	R & R PRODUCTS, INC	601	5309	USED CRDT OF -$500.	0.00	640.20
101	101463	12/08/21	2786	VERIZON WIRELESS	601	5212	CEM 10/19-11/18/202	0.00	20.02
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	10.91
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	21.73
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	45.33
TOTAL CHECK								0.00	77.97
101	101571	12/23/21	2219	PURE WATER	601	5309	WATER SERVICE	0.00	19.25
101	101588	12/23/21	2715	TURF STAR INC.	601	5309	GREASABLE ROLLER AS	0.00	1,061.43
101	101598	12/29/21	2133	PERS	601	5145	DEC 2021 UAL	0.00	1,166.67
101	101613	12/30/21	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	-1.09
101	101613	12/30/21	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	269.25
TOTAL CHECK								0.00	268.16
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	52.43
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	22.22
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	12.94
TOTAL CHECK								0.00	87.59
TOTAL CASH ACCOUNT								0.00	4,747.02
TOTAL FUND								0.00	4,747.02

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
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FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	-37.06
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	-58.27
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	-38.80
TOTAL CHECK								0.00	-134.13
101	101397	12/02/21	2133	PERS	611	5145	UAL NOV 2021	0.00	9,250.00
101	101402	12/08/21	8330	AMAZON CAPITAL SERV	611	5227	UNIT 47	0.00	128.33
101	101426	12/08/21	6679	IWORQ SYSTEMS	611	5201	IWORQ - ANNUAL PERM	0.00	1,887.50
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	4.02
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	4.40
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	71.80
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	72.20
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	71.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	72.99
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	73.79
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	12.00
101	101439	12/08/21	1694	MISSION UNIFORM SER	611	5309	NOV 2021 UNIFORM SE	0.00	12.00
TOTAL CHECK								0.00	430.99
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	19.55
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	15.21
101	101450	12/08/21	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	162.04
TOTAL CHECK								0.00	196.80
101	101456	12/08/21	6520	RINCON CONSULTANTS,	611	5201	COMPLIANCE PROTOCAL	0.00	2,748.00
101	101465	12/08/21	6777	WALLACE GROUP	611	5201	LIFT STATION CONDIT	0.00	460.00
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	3.01
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	3.83
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	4.87
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	43.49
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	39.68
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	40.30
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	36.56
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	37.16
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	30.25
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	19.27
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	108.24
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	64.69
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	131.83
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	140.97
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	421.43
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	219.48
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	233.17
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	123.28

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FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	123.56
TOTAL CHECK								0.00	1,825.07
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,782.20
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	835.80
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,073.10
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,329.60
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,571.80
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	3,048.50
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	3,406.90
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	3,724.00
101	101538	12/23/21	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,347.50
TOTAL CHECK								0.00	20,119.40
101	101563	12/23/21	1896	NEILL ENGINEERS COR	611	5201	DEC 2021 RETAINER	0.00	1,000.00
101	101563	12/23/21	1896	NEILL ENGINEERS COR	612	6051	SEWER ENG.	0.00	75,323.00
TOTAL CHECK								0.00	76,323.00
101	101568	12/23/21	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	29.60
101	101568	12/23/21	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	28.47
TOTAL CHECK								0.00	58.07
101	101571	12/23/21	2219	PURE WATER	611	5309	WATER SERVICE	0.00	19.25
101	101578	12/23/21	3392	STATE WATER RESOURC	611	5201	MS4 ANNUAL STORMWAT	0.00	10,602.00
101	101591	12/23/21	6777	WALLACE GROUP	612	6051	CARRY FORWARD- CONS	0.00	3,341.68
101	101591	12/23/21	6777	WALLACE GROUP	612	6051	CARRY FORWARD- CONS	0.00	10,853.75
TOTAL CHECK								0.00	14,195.43
101	101598	12/29/21	2133	PERS	611	5145	DEC 2021 UAL	0.00	9,250.00
101	101613	12/30/21	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	103.23
101	101613	12/30/21	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	-2.18
101	101613	12/30/21	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	35.93
TOTAL CHECK								0.00	136.98
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	121.28
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	122.17
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	38.17
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	65.50
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	74.92
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	79.63
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	46.46
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	44.99
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	419.30
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	236.56
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	282.35
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	156.39
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	22.59
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	19.85
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	19.93

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FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	6.66
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	9.59
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	3.91
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	3.10
TOTAL CHECK								0.00	1,773.35
TOTAL CASH ACCOUNT								0.00	149,270.04
TOTAL FUND								0.00	149,270.04

SELECTION CRITERIA: transact.yr='22' and transact.period='6'
ACCOUNTING PERIOD: 7/22

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	621	5222	1313 OCEAN VIEW BLV	0.00	-1,474.27
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	-79.18
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	-58.27
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	-1,291.40
101	97808 V	10/28/20	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	-92.37
TOTAL CHECK								0.00	-2,995.49
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	625	5802	77 ASILOMAR - LOAN	0.00	243.45
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	110.43
101	101469	12/08/21	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	30.95
TOTAL CHECK								0.00	384.83
101	101549	12/23/21	8932	LA CREME HOSPITALIT	625	5223	KITCHEN EXHAUST HOO	0.00	1,133.31
101	101613	12/30/21	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	115.39
101	101613	12/30/21	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	2,612.45
101	101613	12/30/21	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	81.40
101	101613	12/30/21	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	103.23
TOTAL CHECK								0.00	2,912.47
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	625	5802	77 ASILOMAR - LOAN	0.00	243.45
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	91.83
101	101614	12/30/21	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	25.07
TOTAL CHECK								0.00	360.35
TOTAL CASH ACCOUNT								0.00	1,795.47
TOTAL FUND								0.00	1,795.47
TOTAL REPORT								0.00	2,338,755.77

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: January 19, 2022

SUBJECT: Core Revenue Report Status for December 2021

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the Core Revenue Status Report for December 2021

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax, and Sales and Use Tax revenues. In the Fiscal Year 21/22 Adopted Budget, it was estimated the City would receive $17.2 million or 64% of the General Fund revenues from these three tax sources.

Details on the budgeted amounts and revenues to date for the current fiscal year are included in Attachment 1.

Additional information related to the City's revenues and expenditures will be provided as part of the mid-year budget process and the five-year forecast. This information is anticipated to be presented at a Council Meeting in February or early March.

OPTIONS

N/A – this is informational only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

Monthly Core Revenue Report - December 2021

Attachment 1

Core Revenue Report

December 2021

The following tables include the FY21/22 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. Unlike other tax revenues, property taxes were not impacted by COVID-19. The City will receive its first two property tax payments for FY21/22 in December 2021 and April 2022, with an additional minor payment to be received in June 2022. The following table presents FY21/22 budget, and revenues received to date.

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	8,418,000	4,877,380	57.9%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second largest source of revenue which the City receives on a monthly basis. Unlike property taxes, TOT has been significantly impacted by COVID-19. The following table presents FY21/22 budget and revenues received to date.

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	4,703,000	2,889,334	61.4%

The City receives transient occupancy tax in the month following the stay. The revenues received in October is for September TOT Revenue.

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year. The reduction in the 2020/21 TOT in December and January may primarily resulted from temporary COVID-19 restrictions. Also noted is the decline in the March 2019/20 TOT, due to COVID-19 pandemic.

Lodging Period	2019/20	2020/21	2021/22	Net Difference
July	839,162	289,435	673,475	384,040
August	807,047	340,019	730,578	390,559
September	608,652	327,958	578,129	250,171
October	588,842	347,103	475,290	128,187
November	485,652	216,516	431,862	215,346
December	364,933	90,066		
January	372,122	109,118		
February	409,906	205,512		
March	145,558	334,004		
April	22,362	379,613		
May	56,465	428,612		
June	151,029	518,002		
	4,851,730	3,585,958	2,889,334	1,368,303
December 2021 TOT Payments are anticipated to be received late January 2022				

SALES AND USE TAX

Sales and Use tax is the third largest source of the City's General Fund revenues. The City receives a 1% Bradley Burns Tax and a 1% Measure U Transactions and Use Tax.

The impact of COVID-19 on the Sales and Use tax revenues has been less significant when compared to TOT. The following table presents FY21/22 budget and revenues received to date.

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	4,109,000	1,408,686	34.3%

In FY19/20, the City received sales tax monthly; however, two payments were advances, which were based on estimated sales, prior period tax receipts, adjustments, and current distributions. This was followed by a true-up within each quarter. Due to this methodology, the advance monthly tax contributions were not truly representative of actual performance.

In FY20/21, the State changed its tax collection methodology. The State now calculates a factor for each agency based on how the agency's sales tax performed last year to the statewide total, and then applies that factor to the total statewide prepayments they received for that month. If statewide prepayments are tracking higher than the agency's local sales, this could inflate the two advances. Additionally, the higher advances could also represent audit cases or late payments that they also processed during that month. This new methodology contributes to higher advance payments, with a lower true-up amount.

The impact of COVID-19 on the Sales and Use tax revenues has been less significant when compared to TOT. The following table presents FY21/22 budget and revenues received to date.

Tax Return Period	2019/20	2020/21	2021/22	Net Difference
July Advance	373,338	358,945	303,144	(55,801)
August Advance	439,453	427,105	507,200	80,095
September True-up	376,610	243,269	287,224	43,955
October Advance	297,095	343,188	311,118	(32,070)
November Advance	323,622	333,869		
December True-up	496,186	302,359		
January Advance	244,631	281,830		
February Advance	322,132	339,550		
March True-up	171,312	239,864		
April Advance	241,956	314,606		
May Advance	398,893	395,212		
June True-Up	240,350	481,058		
	3,925,578	4,060,855	1,408,686	36,179

November 2021 payments are anticipated to be received in late January as the State pays the City two months in arrears

(1) The October Fiscal Year 19/20 amount includes an annual sales tax payment of $50,983. This represents an annual remittance for select businesses that are within the shared taxing jurisdictions of Monterey and Pacific Grove.

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 19, 2022

SUBJECT: City Council Goals and Tactics - Update

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

At the August 4, 2021 City Council meeting, the City Council finalized and adopted their goals and corresponding tatics. Following this action, City staff took the goals and tactics, assigned them out to corresponding departments and individuals, and provided status updates to indicate progress. The results of this effort is within the attached document.

Work has commenced on all goals, and most tactics within each goal. Some goals are further along than others - notably, Goal 7 "Facilitate Local Business Recovery" has seen the least progress to date. However, nearly 10 months remain within the lifespan for the City Council's goals and tactics, and it is anticipated that significant progress will be made. The City Council and public will be kept in the loop through quarterly updates (if not more frequently) from this point forward.

OPTIONS

N/A - report to receive; no action required.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

GOAL ALIGNMENT: Not Applicable.

Attachments

City Council Goals and Tactics Update

FY21/22 City Council Goals & Tactics

Goal #	Goal	Tactic	Responsible Department	Status Indicator	Status Notes
1	Complete Streets: Plan, design and implement streets, sidewalks and transportation networks that better allow access for all types of users.	**1A.** Identify key safe routes to school and fill corresponding priority sidewalk gaps (including Asilomar Avenue in between Sinex Avenue and Lighthouse Avenue)	PW	Ongoing	The City is working on improving the crosswalk adjacent to Pacific Grove High School, an area identified as a key safe route to school (see item 1c). Sidewalk installations are delayed until funding is available.
		1B. Foster implementation of complete street elements (sidewalk, curb/gutter, and ADA ramps) by working with private property owners that trigger sidewalk installations per the Sidewalk Development Policy, Council Policy 700-4	PW	Ongoing	PW will continue to work with private property owners as the Sidewalk Policy is triggered
		1C. Engage CalTrans to improve the roadway and sidewalk at Sunset Drive and 19th Street, as well as Congress Avenue and Sunset Drive to improve safe routes to school	PW/PD	In Progress	PW is working with CalTrans to improve the pedestrian intersection at 19th and Sunset, adjacent to Pacific Grove High School.
		1D. Identify opportunities to improve multimodal transportation safety	PW	Ongoing	This is an ongoing effort. Sharrows have been painted on Ocean View Blvd in accordance with direction from the TSC and CC. PW is exploring inclusion of Class 2 bike lanes near Lovers Point. Temporary markings have been installed and are being monitored. Permanent markings will be as a part of the City's FY21/22 Street Rehabilitation project which will address this segment of Ocean View Blvd.
		1E. Conduct Parking Study and develop Parking Management Plan to include consideration of the downtown business district, Central Avenue/American Tin Cannery business district, residential parking program, paid and permitted parking, and Lovers Point and coastal parking	CDD/PW	Delayed	Staff discussions to commence February 2022
2	**Environmental Stewardship:** Adopt and develop policies and ordinances that preserve and protect the environment.	**2A.** Plan for SB 1383 implementation (organic waste recycling)	PW	Near Completion	SB1383 is in effect as of January 1. Public Works is currently distributing kitchen counter food scrap pails Mondays & Tuesdays between 1pm - 3pm in January. Information has been distributed to the public via the City's website and social media. Monterey Regional Waste Management District has also distributed information to the region.
		2B. Identify potential projects that foster environmental stewardship, reduce the City's carbon footprint and allow eligibility for new Institute of Local Government Beacon Awards	PW	Delayed	Recruitment for a new Environmental Programs Manager is underway.
		2C. Design and implement outreach program to encourage tree planting on private property	PW	Initiated	Public Works is currently performing a comprehensive review of Title 12, Trees and the Urban Forest. This will include a review and update of the trees replant requirement protocols. This process will go through the BNRC and will span the 2022 calendar year.
		2D. Continue to follow recommendations from Page & Turnbull report regarding historic assets	CDD	Ongoing	There are 1,280 properties on the HRI. P&T recommended 371 for removal. Since the process started in December 2019, staff has taken 80 to the HRC for removal. The HRC has removed 69 properties (retained 11) in 2 years (±15 meetings). Going more slowly than staff anticipated.
		2E. Implement George Washington Park Management Plan to address fire suppression concerns while allowing flora & fauna to thrive and maintaining existing trails	PW	In Progress	Development of the George Washington Park Management is currently underway. Consultants are performing the necessary background research and field visits.

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
		2F. Replace City vehicles with electric or zero emissions vehicles when feasible	PW/PD	Ongoing	The Police Department conducted extensive research to determine whether the purchase of an electric-powered animal control/CSO vehicle was viable. After much research, staff concluded that electric and hybrid cargo vans are not readily available; and have not been tested in a public safety environment with the relevant equipment and technology. Per council direction, staff is pursuing the purchase of a gas cargo van, with a transition to an electric vehicle in approximately five years. This will allow time for electric cargo vans to become more accessible, as well as a proven alternative for public safety use. All equipment that will be purchased to outfit the cargo van can be transferred to the new electric-powered alternative.
		2G. Implement public infrastructure projects that enhance conservation of the environment and sustainable practices	PW	Ongoing	$9M of sewer & stormwater infrastructure improvements completed (ASBS & SCMP projects). Engineering for Phase 9 Sewer Improvements is underway
3	**City Asset Stewardship:** Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks, and trails to better serve the community, anticipate future needs and prevent further degradation.	**3A.** Identify potential funding sources for a proposed $300,000 Stormwater Management Plan	PW	Delayed	Recruitment for a new Environmental Programs Manager is underway.
		3B. Continue implementation of the Pavement Management Program to maintain or increase Pavement Condition Index (PCI)	PW	Ongoing	The FY21/22 CIP includes a $1.5M street rehabilitation project on Ocean View Blvd and a $250k crack/slurry of various roads
		3C. Upkeep of City signage	PW	Ongoing	Wayfinding signs downtown are being replaced. Street signs are being replaced on ongoing, as needed basis.
		3D. Complete Point Pinos Trail project	PW	Near Completion	This project is substantially complete as of December 2021.
		3E. Invest in City recreation and outdoor assets	PW/REC	Ongoing	ARPA funds have been designated towards parks improvements including picnic table replacement, new park playground equipment, and various other park improvements.
4	**Transparency, Accountability and Communication:** Implement programs, processes, revisions, and training to improve and advance the City's efforts.	**4A.** Establish a bidding process for City leases	ASD	Initiated	This has been assigned to staff; however progress may be delayed due to two vacancies within the Finance Department.
		4B. Establish a City Diversity, Equity, and Inclusion Advisory Board, and receive recommendations	CM	Complete	DEI Task Force members were appointed in July 2021 and meet monthly on the 2nd Monday.
		4C. Bolster social media platform presence and deploy town hall meetings to roll out proposed programs and ordinance changes	PIO/CM	Initiated	Assigned to PIO
		4D. Design, develop and deploy a community engagement portal	ASD	Near Completion	The final development phase of the app. has been completed. Staff is conducting final tests on taking and submitting photos for potential issues within the community. The app. will enable community members to report and track the status of issues, access key areas of the website, such as recreation class registration, agendas and minutes; space reservations, as well as other items. This is anticipated to be released in a preliminary version in January or February. Additional enhancements related to asking a question or FAQ'S, are anticipated to follow after the release.
		4E. Implement a cannabis outreach plan to gauge community interest and/or concerns	CM	Delayed	City Council Cannabis Outreach Subcommittee to bypass public outreach in favor of a ballot measure
		5A. Conduct Development Impact Fee Assessment to determine feasibility of implementing new fees associated with development and update existing fees	ASD	Delayed	To be initiated in Fiscal Year 22/23

FY21/22 City Council Goals & Tactics

Goal #	Goal	Tactic	Responsible Department	Status Indicator	Status Notes
5	**Financial Stability:** Develop a strategic plan to better address current and future City expenditure and revenue needs while continuing to provide high quality municipal service.	**5B.** Create additional City finance reports through a City Council subcommittee, which would include reviewing reporting options, any potential changes to the OpenGov Transparency site or migration to another transparency software; and the best location to publish or access the corresponding documents	ASD	Near Completion	Received Council approval on Committee Members. Launched a community survey to gather input. Received input from the community, as well as held the final subcommittee meeting in January. A summary from the subcommittee is anticipated to be provided in late February.
		5C. Identify additional/missing City revenue opportunities/sources outside of property, sales, and transient occupancy tax streams	ASD	In Progress	Established audit procedure for TOT. Businesses are scheduled to be audited in this calendar year
		5D. Strengthen policies and procedures for financial reporting and budgeting of capital improvements	ASD	Ongoing	Multiple policies subject to review. The Credit Card policy revisions were approved by Council. The Travel Policy is pending revisions based on Council comments. The Purchasing Policy that is required for Federal Grants has been reviewed by legal. We are in the process of making updates.
		5E. Develop a fee study for Community Development building fees, as well as updates to reflect the reduction in short-term rental licensing and permits	ASD/CDD	Delayed	To be initiated in Fiscal Year 22/23
		5F. Develop and implement an accounting structure to facilitate identifying and reporting cost recovery levels by department	ASD	In Progress	A review of the account structure has commenced. This will involve reviewing general ledger codes, receipting codes, and evaluating corresponding online payment systems. All information will need to be updated at the same time to ensure consistency. Ideally, this would begin with Fiscal Year 22/23 to have a full year of data applied to an alternate accounting set-up.
		5G. Increase sales tax by ½ cent	CAO	Initiated	Special Election to be convened April 2022
		5H. Determine options for American Rescue Plan Act funding, with a community outreach/input component	CM	Initiated	Concept review item for City Council consideration at 1/19/22 meeting
		5I. Review and revise Local Water Project for efficiency, optimization, and fiscal sustainability purposes	ASD/PW	Near Completion	Established draft business plan, subject to review by third-party. The third-party review and corresponding report is complete. This information is anticipated to be brought forward to Council in February.
6	**Increase Affordable Housing:** Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.	**6A.** Update the City's Density Bonus Ordinance per Program 3.4.a of the 2015-2023 Housing Element	CDD	Initiated	Preparing a timeline with consultant, Baird & Driskell.
		6B. Update the City's design standards for development, review criteria and permit findings to objective standards in compliance with State Law	CDD	Initiated	Preparing a timeline with consultant, Baird & Driskell.
		6C. Complete Welcome Home Affordable Housing Initiative and implement recommendations	CDD	Ongoing	Welcome Home Initiative was completed in May 2021. ADU workshop held September 2021 in response to near-term action item to encourage ADU's. Staff is working with COVIA on the Home Match program and promoting homesharing. Adopting Objective standards and streamlined review and density bonus ordinance is underway.
		6D. Initiate and complete the 6th Cycle update of the Housing Element by 2023 in compliance with the Regional Housing Needs Assessment (RHNA) new unit target numbers	CDD	In Progress	Staff attends AMBAG Director's meetings and Board of Director's meetings. Staff prepared letter regarding draft numbers for public comment. AMBAG expects RHNA numbers to be finalized in March. Staff has a draft outreach timeline and is working on regional collaboration for Housing Element outreach.
		6E. Participate in the County's Multi-Jurisdictional Hazard Management Plan update to ensure new housing development is sited safely	CDD	Ongoing	Staff received the draft study and is reviewing the draft multi-jurisdictional hazard management plan update and will incorporate best practices from the study in future housing planning through the 6th Cycle Housing Element update.
		6F. Implement recommendations (to extent possible) from Monterey Bay Economic Partnership	CDD	Ongoing	Staff is working with MBEP on the RHNA allocation methodology and in regional collaboration efforts.

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
7	**Facilitate Local Business Recovery:** Review, and revise existing policies and programs, and develop a strategic plan to better serve existing businesses while attracting new commerce to better stimulate the economy and revitalize commercial corridors, especially the downtown.	**7A.** Evaluate Chamber of Commerce recommendations for reducing Downtown business regulations	CM	Initiated	Seeking specific recommendations from the Chamber of Commerce
		7B. Establish HdL customer feedback process to solicit input from business owners and City staff on HdL performance	ASD	Near Completion	Business License survey launched. The survey is complete. A final report just needs to be generated. Anticipated distribution in January or February, dependent on whether this is an agenda item.
		7C. Provide streamlined permitting process for downtown properties	CDD	Initiated	CDD staff working with EDC/CM to obtain priorities that might assist property owners/tenants
		7D. Create a small business recovery plan through community engagement with stakeholders	CM	Initiated	Discussion commenced with EDC and Chamber of Commerce
		7E. Establish a music/entertainment program to attract visitors and assist business recovery	CM	Initiated	Discussion commenced with EDC and Chamber of Commerce

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 19, 2022

SUBJECT: Ratification of New Local Emergency Actions

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive report of emergency directives/modifications.

DISCUSSION

The City Manager during this Local Emergency is authorized to directly mitigate effects of the Local Emergency to protect life or property.

This report apprises the City Council of emergency directives taken under the continuing local emergency proclaimed by Resolution 20-007. This report fulfills the City Council's review obligation under that Resolution and Government Code 8630. This agenda item also enables ratification of select actions taken since the City Council's last review.

City expenditures for legal services related to COVID-19 issues (specifically to related to COVID 19-COM (Communications); COVID 19-TRN (Training); COVID 19-LAW (Legal Support); and COVID-19 (Other)) are eligible for State and Federal Emergency Service reimbursement, including but not limited to FEMA or other emergency grant funding.

Actions not subject to Ratification. Since the time of the revised Monterey County Shelter in Place Order issued Friday, April 3, 2020, the City Manager has taken the following new or modified actions pursuant to the Emergency Proclamation:

- None to report at this time.

No action is necessary with respect to the above new or modified measures, as each is responsive to requirements of the revised Monterey County Shelter in Place Order falling within the regular management discretion of the City Manager.

Actions subject to Ratification. Certain mitigation measures that have been enacted by the City Manager in response to the Monterey County Shelter in Place Order issued Friday, May 8, 2020, and in accord with Council's Local Emergency under Article 19, subparagraph l, of the Pacific Grove City Charter, and Chapter 3.20 of the Pacific Grove Municipal Code (PGMC), are subject to ratification. Any mitigation measures that qualify are subject to ratification as required by Government Code 8630

and City Council Resolution 20-007, and are listed below:

1. None to report at this time.

Discussion of Circumstances Needing Emergency Response. The discussion part of this item allows comment on circumstances which may benefit from further or different emergency responses. Matters identified will be referred to the City Manager for appropriate consideration in accord with the Emergency Management System protocols set by PGMC Chapter 3.20. These delegate exclusive emergency management response authority to the City Manager.

CEQA Exemption. Actions taken to prevent or mitigate an emergency are exempt from CEQA pursuant to section 15260 of the CEQA Guidelines.

OPTIONS

Actions not subject to ratification are reported for information only.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: January 19, 2022
SUBJECT: Appointments to City Boards, Committees and Commissions
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve appointments to City Boards, Committees and Commissions listed below.

DISCUSSION

Boards, commissions, and committees (committees) play a vital role in city government and provide opportunities for residents to become engaged in civic activities and work to improve local governance. Terms of office begin February 1.

Mayoral appointments to City committees must be confirmed by Council (Charter Article 26). Further regulations and policy regarding appointments can be found in PGMC Chapter 3.02 and Policy 000-5.

Terms for committee positions are 4 years for Charter committees and 2 years for non-Charter committees. Incumbents are not automatically reappointed as that would defeat the purpose of terms which create opportunities for others to serve and provide alternative perspectives.

We are very fortunate to have many highly qualified and talented residents volunteering for City committees. For some committees there are more applicants than openings, and others less. As a result it is not possible to appoint all the highly qualified applicants, while some committees remain with vacancies.

I've used information gleaned from many sources to select these appointments: applications, resumes, personal contacts and observations, feedback from Councilmembers, City staff, City volunteers and the public. And I've taken into consideration the committee's mission and its ability to represent the entire community. Many thanks to all applicants who have unselfishly volunteered to serve.

In addition to appointments below, I've also indicated where a vacancy exists. Applications for these vacancies will be appreciated at any time.

- Library Board: 1 vacancy
- Museum Board: Dana Allen-Greil through 1/26, Donna Foote through 1/26
- Planning Commission: Debby Beck through 1/26, William Fredrickson through 1/26, Peter Nodzenski through 1/26

- Administrative Enforcement Hearing Officer Panel: Mike Milliorn through 1/24, Carmelita Garcia through 1/24, 3 vacancies
- Architectural Review Board: Sarah Boyle through 1/24, Rosemary Wells through 1/24
- Economic Development Commission: 3 vacancies (Business District)
- Historic Resources Committee: Rick Steres through 1/24, Jean Anton through 1/24, Glynis Greening through 1/24, Nina Grannis through 1/24, Leonard Chodosh through 1/24
- Beautification and Natural Resources Commission: Cathy Wooten through 1/24, Lucy Moore through 1/24
- Traffic Safety Commission: Albert Munoz through 1/24, Anthony Greening through 1/24, Lester Brown through 1/24, Kari Murray through 1/24

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact making these appointments.

GOAL ALIGNMENT: Not Applicable.

Attachments

Applications in Alpha Order

CITY OF PACIFIC GROVE
www.cityofpacificgrove.org

RECEIVED
CITY MANAGER'S OFFICE
2021 NOV 16 1 5 11
CITY OF PACIFIC GROVE

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Carmelita Garcia

Street Address:
[redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** NA | [redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Administrative Enforcement Hearing Officer Panel

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets

It has been my pleasure to serve on the Administrative Enforcement Hearing Officer board since my appointment in February 2020.

At this time I am requesting re-appointment and look forward to being of service to our community.

Between 2008-2012 I served as a Pacific Grove Councilmember and Mayor. I have also served on the Traffic Safety Commission.

In 1997 I completed the Pacific Grove Police Citizens' Academy. There was a desire to have an alumni association formed. As chair to the board I became one of the founding members of the association (still active) and served between 1998-2008.

My very first experience volunteering for the City occurred between 1994-2009. I was appointed and served as a member, then chair, to the Americans with Disabilities Act Compliance Advisory Committee for the City of Pacific Grove. This committee worked tirelessly to have the city come into compliance with the Act.

Through these volunteer experiences I have gained the skill set to be reasonable and fair. I am familiar with the Municipal Code and all other guiding documents/principles of the city.

My past experience in the employment sector includes working as a paralegal, counselor/program director in the recovery field, executive assistant, and retail.

Thank you for this opportunity and I look forward to continuing being a part of the AEHOP.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: Carmelita Garcia | **Date:** 11/11/2021

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: MIKE MILLIORN

Stree [redacted]

City: PACIFIC GROVE **State:** CA **ZIP Code:** 93950

Re [redacted] **E-Mail Address:** —

Name of Board, Commission, or Committee on which you would like to serve:

See Below -

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

[redacted]

1) RENEW HEARING OFFICER

I am retired now + would like to serve on one more committee.

1) Golf Links Advisory Com.

2) TRAFFIC OR SAFETY COMMISSION

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: Mike Milliorn **Date:** 11/9/2021

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
SARAH BOYLE

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
PACIFIC GROVE	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
ARCHITECTURAL REVIEW BOARD

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

MY BACKGROUND IS IN INTERIOR DESIGN SPECIALIZING IN KITCHEN AND BATHROOM REMODELING. I SERVED FOR MANY YEARS ON THE ARCHITECTURAL REVIEW BOARD (IN THE PAST) AND CHAIRED IT AS WELL, I ALSO SERVED ON THE ADA COMMISSION, TRAFFIC SAFETY AS WELL AS THE PLANNING COMMISSION.

I HAVE A PASSION FOR ARCHITECTURE AND PRESERVING THE BEAUTY OF OUR CITY ARCHITECTURALLY AND OTHERWISE. I ENJOY VOLUNTEERING MY TIME FOR THE CITY OF PACIFIC GROVE AND THINK I OFFER A UNIQUE PERSPECTIVE BECAUSE OF MY BACKGROUND, EXPERIENCE AND LENGTH OF TIME I'VE LIVED IN PG.

THANK YOU FOR CONSIDERING ME FOR APPOINTMENT TO THE ARCHITECTURAL REVEW BOARD.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant:	**Date:**
SIGNED: SARAH BOYLE	12.1.21

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: ***End of Term:***

Date Certification of Appreciation Awarded:

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Rosemary Wells

Street Address:
[redacted]

City:	State:	ZIP Code:
Pacific Grove	CA	93950

Residence Telephone Number:	Work Telephone Number:	E-Mail Address:
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Architectural Review Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I am a licensed landscape architect in the state of CA, with 30 years of experience in high-end residential landscape architecture. As part of my professional activity I work closely with architects, contractors, city and county planners, and many other design and construction professionals.

Before I moved to Pacific Grove I served for four years on the Environmental Planning Commission in Mt. View CA, one of them as Chair of the Commission.

I hold three design-related educational degrees: one in Fine Arts (BFA Painting, SUNY New Paltz), and Master's Degrees in both Architecture and Landscape Architecture (both from Harvard Graduate School of Design.)

I have also served one, two-year term on Pacific Grove's Architectural Review Board.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant:	Date:
Rosemary Wells	12/20/21

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: ***End of Term:***

Date Certification of Appreciation Awarded:

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Lucy G. Moore

[redacted] **Address:**

[redacted]

State:

ZIP Code:
93950

Residence [redacted] **Number:**

[redacted] **Telephone Number:**

[redacted]**-Mail Address:**

[redacted] **of Board, Commission, or Committee on which you would like to serve:**

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets):

I grew up in Pacific Grove and have had a lifelong interest in the natural resources of our city. Although ultimately obtaining a master's degree to teach English to international students, my bachelor's degree is in biology. I studied biology at MPC and overseas at the University of Uppsala in Sweden, before finishing my degree at Cal State, Sacramento.

As part of the early studies in biology, I had a summer internship in 1972 in the planning department of Pacific Grove, working under the direction of Tony Lobay. My task was to assess all the parks in the city for overall condition and equipment. The end product was a report which Mr. Lobay edited and included in a report of the City resources. I remember that experience as being quite wonderful as it entailed a lot of time spent outdoors visiting every green space in town as well as becoming acquainted with the personnel who maintained them.

While growing up, I spent many afternoons on Asilomar Beach--sun or fog--or walking George Washington Park. Evening walks through our quiet streets were frequent.

I have not lived in Pacific Grove for many years, but have visited several times each year. Since retiring and moving back, perhaps I am feeling moved to serve the city because it is something of a family tradition: my father, Verne Williams, served on the City Council (1962-65), and my uncle Florus Williams, was mayor from 1976-1986.

Since returning to PG in September of 2019, I currently volunteer to plant and maintain the Monterey Pines in George Washington Park and I am vice president of the Friends of the Library.

Signature of Applicant:
Lucy G. Moore

Date:
12/19/2021

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: ***End of Term:***

Date Certification of Appreciation Awarded:

LUCY G. MOORE

[redacted] [redacted]

EDUCATION / CREDENTIALS
Master of Arts degree in Teaching English as a Foreign Language
California State University at San Francisco June 1986

Bachelor of Science degree in Biology
California State University at Sacramento June 1978

TEACHING EXPERIENCE

University of Wisconsin, Madison September 1988 - January 2015

- Teaching, 13 hr./wk
- Course coordination
- Advanced Undergraduate Composition, Grammar, Reading and Oral Fluency for International Students
- Curriculum development
- Special courses for international teacher training
- Testing & placement

The Language Institute of Japan [an English language program for business professionals]
Odawara, Japan June 1986 - September 1987

The American Language Institute [intensive language study for international students]
California State University at San Francisco June 1984 - June 1986

FOREIGN LANGUAGES
Swedish, advanced competence French & German, basic competence

PRESENTATIONS
"Improving Your Classroom Dynamics," University of Wisconsin, Engineering, 2000

"Thirteen Ways to Love Your Numbers," Mexico TESOL, Zacatecas, Mexico (2005)

"Eight Ways to Work a Website," Mexico TESOL, Zacatecas, Mexico(2005)

"Thirteen Ways to Love Your Numbers," 40th Annual TESOL, Tampa Florida (2006)

"Institutional and Curricular Ideas for Basic Writing," UW-Madison, (2006)

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Cathy Wooten

Street Address:
[redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted]

Work Telephone Number:

E-Mail Address: [redacted]

Name of Board, Commission, or Committee on which you would like to serve:
BNRC

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Current BNRC Commissioner.
Volunteer for:
Natural History Museum
Bay Net
Monarch Sanctuary
BLOY Monitor
Co-Chair Sustainable PG

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: C Wooten

Date: 11/14/21

FOR CITY USE ONLY Appointed to: _____

Date of Appointment: _____ **Expiration:** _____ **Date of Reappointment:** _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
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Application for Appointment to a Public Board, Commission, or Committee

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2021 DEC 14 A 11:02
CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: (Margaret) Jean Anton

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

R [redacted] | **Work Telephone Number:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Historic Resources Committee

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

(please see attachment)

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: Margaret Jean Anton | **Date:** 14 December 2021

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

Living in the Retreat area has given me a strong interest in the history of Pacific Grove, and especially in the preservation of our older homes. With my history background, involvement in the Heritage Society of Pacific Grove, and participation in other City commissions/committees, I bring strong qualifications for the Historic Resources Committee.

(partial resume)

Margaret Jean Anton
[redacted]

BA, University of California, Davis 1967 (History and English)
Secondary Teaching Credential 1968

Employed by Pacific Grove Unified School District 1968-2007
teacher, summer school principal, GATE coordinator

Heritage Society Board of Directors 1997-2007 and 2014 to present, currently serving as secretary

I have served on the following City of Pacific Grove committees:

Lovers Point Master Plan Committee 1998-1999

Recreation Board 1995-2003

Special Events Committee Chr. 2001-2003

Beautification and Natural Resources Commission 2003-2010 and 2013-2021, serving as Chr. 2007-2010 and 2014-2021

various ad hoc committees including the recent Point Pinos Trail Project and the Lovers Point Coastal Access Committee

CITY OF PACIFIC GROVE
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Application for Appointment to a Public Board, Commission, or Committee

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CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Leonard Chodosh

[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

[redacted] **Number:** [redacted] **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Historic Resources Committee

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I have been a resident and business owner in the city of Pacific Grove for over 25 years. In addition, I have been involved as a member of the Pacific Grove Heritage Society for several years and also served as a member of the Pacific Grove Arts Commission several years ago.

As a long time resident and "student" of the history of Pacific Grove, I have learned a great deal from conversations with other long time residents as well as people associated with the city in various "historical related" capacities. I believe that I will have the time and knowledge base to make a significant contribution to the committee.

I care deeply about the history of the city and think of this position as an opportunity to give back to a city which has given me and my family so much over the past two decades.

Education

B.S. Degree State University of New York at Buffalo (1977)

MBA Degree University of Southern California (1986)

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant:	**Date:**
Leonard Chodosh	December 14,2021

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Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: NINA Grannis

Stre [redacted]

City: Pacific Grove | **State:** | **ZIP Code:**

Residence Telephone Number: [redacted] | **E-Mail Address:** [redacted]

Na [redacted] **, or Committee on which you would like to serve:** HRC

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

See Attached

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CITY OF PACIFIC GROVE

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: Nina Grannis | **Date:** 12/19/21

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Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

HRC Appointment Application For Pacific Grove Committee

I am interested in applying for a position on the HRC Committee of Pacific Grove.

My volunteer work in Pacific Grove consists of:

1. Working at Pacific Grove Chamber
2. Ambassador for Pacific Grove
3. Past Manager of the Gift Shop at the Lighthouse in Pacific Grove
4. Past member of the Pacific Grove Heritage Society
5. Past Chairman of the Historic Home Tour for the Heritage Society

I have always been interested in the heritage homes in Pacific Grove, and have added on to one myself. I have owned my home for over 25 years. It was built in 1905.
My son and I have had an antique business for many years and continue to enjoy the old homes and furnishings.

The historic inventory for Pacific Grove is very important to keep updated. By going through this phase it will be a step forward to preserve our historic homes, and to help keep the criteria of what constitutes a heritage home for future residents.

I will do my best to give honest opinions and help move the process forward, so that the city will have a list of inventory that represents our heritage homes in the best way possible.

Sincerely,

Nina Grannis
[redacted]
Pacific Grove
[redacted]

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www.cityofpacificgrove.org

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2021 DEC 14 A 10:52
CITY OF PACIFIC GROVE

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: GLYNIS GREENING

Street Address: [redacted]

City: PACIFIC GROVE | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: HISTORIC RESOURCES COMMISSION

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

PREVIOUS TO MOVING TO CA IN 1975 RESIDED IN ENGLAND, NEW ZEALAND AND AUSTRALIA.
WE LIVED IN NAPLES, LONG BEACH WHERE I WORKED AS TONY'S OFFICE MANAGER, THE LONG BEACH SYMPHONY ASN AS EVENTS CO-ORDINATOR AND RENOVATED SEVERAL OLD HOMES.
AFTER MANY STAYS IN PACIFIC GROVE TONY AND I PURCHASED 213 SEVENTEEN MILE DRIVE IN 1998. WE RESTORED AND OPERATED THE 1926 DE LORMIER RESIDENCE AS A 14 GUEST ROOM BED AND BREAKFAST INN.
AS A MEMBER OF THE PACIFIC GROVE CHAMBER OF COMMERCE I SERVED ON THE BOARD UNTIL SELLING THE INN.
OTHER INTERESTS HAVE BEEN CHAIRING THE RECREATION DEPT BOARD, THE BIG SUR MARATHON BOARD, AND VOLUNTEERING AT THE CANCER SCTY. DISCOVERY SHOP.
AS A LONG TIME SUPPORTER OF THE HERITAGE SOCIETY WE OPENED OUR HOME FOR THE HISTORIC HOME TOUR.
TONY AND I HAVE BEEN PRIVILEDGED TO RESTORE SEVERAL HISTORIC HOMES IN PACIFIC GROVE INCLUDING OUR PRESENT HOME.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: Glynis Greening | **Date:** 12/14/2021

FOR CITY USE ONLY Appointed to: _____

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____ **Date**

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Richard B. Steres

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Res [redacted] | **Work Telephone Number:** | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: HRC

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

8 yrs. on ARB, several years as chair
4 yrs. on HRC
Currently Board Member Heritage Society since 2012
Architect in Pacific Grove since 1988, Now retired.
Would like to be re-Appointed to HRC to continue the work we've been doing.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: [signature] | **Date:** 12-16-2021

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Appointed to: _____

Date of Appointment: _____ *Expiration:* _____

Date of Reappointment: _____ *End of Term:* _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Dana Allen-Greil

[redacted] **Address:**
[redacted]

City:	**State:**	**ZIP Code:**

[redacted] **Telephone** [redacted] [redacted] [redacted]

[redacted] **or Committee on which you would like to serve:**

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I bring 18 years of experience working in the museum field (museums, archives, aquariums) and 12 years teaching as adjunct faculty for graduate museum studies programs (for George Washington University, Johns Hopkins University, Georgetown University, and Tufts University). In addition, I am the parent of two young children in Pacific Grove who have visited and participated in the Pacific Grove Museum of Natural History's educational programming, both on-site and virtually. I am interested in supporting the museum's work to introduce new exhibits and programming to a wider audience. My full C.V. is attached.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: **Date:** 12/3/21

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Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Donna A. Foote

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Museum Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

- Docent at Pt. Pinos lighthouse (6 yrs.)
- Library volunteer (shelve in children's rm.)
- Retired high school English teacher

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: Donna A. Foote | **Date:** 12-18-21

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Appointed to: _____

Date of Appointment: _____ *Expiration:* _____

Date of Reappointment: _____ *End of Term:* _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
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Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Debby Beck

Street Address:
[redacted]

City: Pacific Grove | **State:** Ca. | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve:
PLANNING COMMISSION

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

Professional Experience:
Licenced Pacific Grove Business Owner.
16 Years as a Realtor/Real Estate Broker.
Project Manager for clients rehabbing derelict Pacific Grove homes.
Project Manager for 4 Pacific Grove ADU's.

Volunteer Experience:
2 Years on the Economic Developement Committee (Currently Chair of the EDC) 2020 & 2021.
Served 2 terms on the Civil Grand Jury (2017 & 2018).
Board member for the Shelter Outreach Program (2015).

Skills:
Extensive experience in reading building plans/blueprint.
Extremely detailed, focused and precise.
Research guided approach to problem solving.
Understanding of California Charter City requirements.
Intimate knowledge of all Pacific Grove neighborhoods.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: Debby Beck | **Date:** 12/6/2021

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ *Expiration:* _____

Date of Reappointment: _____ *End of Term:* _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: WILLIAM FREDRICKSON

Street Address: [redacted]

City: PACIFIC GROVE | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** — | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: PLANNING COMMISSION

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

As previously submitted

I have been on the Planning Commission since 2009 serving two full terms. I would like to serve a third full term.

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I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: William Fredrickson | **Date:** 7/24/20

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Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Peter Nodzenski

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Planning Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Please see the attached resume.

- I have two master's degrees (MBA and Mathematics).
- I have been teaching mathematics at community colleges since 1995.
- I worked as a mechanical engineer at the nuclear generation power plant.
- I worked as a Quality Assurance Engineer during construction and operation.
- I managed plant modifications as a project engineer.

During my teaching career I also volunteered to serve as an Academic Quality Improvement program (AQIP) evaluator.

In addition, I volunteered as an evaluator of organizations in the state of Illinois using the Baldrige Performance criteria.

I have served on the Pacific Grove Traffic Safety Commission.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	**Date:**
Peter Nodzenski	11/22/2021

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

PETER J. NODZENSKI

[redacted]
Pacific Grove CA, 93950
[redacted] (cell)
[redacted]

Education

May 2005	Master of Business Administration, University of Iowa, Iowa City, Iowa • Member of Beta Gamma Sigma
May 1994	Master of Science in Mathematics, Northeastern Illinois University, Chicago, Illinois
May 1981	Bachelor of Science in Mechanical Engineering, University of Illinois, Champaign-Urbana, Illinois
January 1979	Associates in Arts in Engineering, Wilbur Wright Jr. College, Chicago, Illinois • Graduated with Honors

Experience

2016 to 2021	Adjunct, Monterey Peninsula College, Monterey, California
2015	Lecturer, Honolulu Community College, Honolulu Hawaii
2008-2015	Mathematics Chair, Black Hawk College, Illinois
1995-2015	Mathematics Instructor, Black Hawk College, Moline, Illinois Teaching College Algebra through Differential Equations Online Courses Faculty Mentoring Program 1998, 2000, 2011
1993-1995	Adjunct Faculty Member, William Rainey Harper College, Palatine, Illinois • Spring 1995, College Algebra and Beginning Algebra Adjunct Faculty Member, McHenry County College, Crystal Lake, Illinois • Fall 1993, College Algebra • Summer 1995, Finite Mathematics
1994-1995	Financial Advisor, American Express Financial Advisors Inc. Barrington, Illinois • Helped clients achieve their financial goals as a business and personal financial Advisor
1981-1990	Mechanical Engineer, Commonwealth Edison Company, Chicago, Illinois • Performed audits surveillances, and reviews as a Quality Assurance Engineer assigned to Byron Nuclear Generating Station during construction, preoperational and startup testing, operational and refueling activities. • Managed plant modifications as a project engineer.

Committees

2009-2014	Academic Affairs
2008-2014	AQIP Steering Committee
2006-2008	Student Learning Committee
2004-2005	Promotion Review Committee
2001-2004	Web Banner Implementation Team
2003-2004	Student Success Tutoring Services
1998-2001	Faculty Senate
1998-2001	Core Values Committee
2001-2002	Web Banner Committee
1996-2001	United Way 1996-1997, United Way Key Person 1997-2001
2000, 2001	Screening committees for Mathematics and Accounting instructors
1997-2000	Diversity Committee
1996-1997	Curriculum Committee
1996-1999	Recycling Committee
1997	United Way of the Quad Cities Area Fund Distribution Panel Volunteer

Professional Memberships

Higher Learning Commission Peer Reviewer 2006 to 2014

Illinois Performance Excellence Examiner 2005 to 2010

1994 to present - Illinois Mathematics Association of Community Colleges, (IMACC) Board of Directors 1998-2001

1998-2001 Awards Committee Chairperson, Member since 1995

2005 to present - American Mathematical Association of Two-Year Colleges

Non-Work Special interests

2018-2022 City of Pacific Grove Traffic Safety Commission

2016 - present - Point Lobos State Natural Reserve Docent

2018 – 2019 Alliance on Aging - Health Insurance Counseling and Advocacy Program Volunteer Training and participating in triathlons, financial planning, and traveling

References

Provided upon request.

CITY OF PACIFIC GROVE
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Application for Appointment to a Public Board, Commission, or Committee

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CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Lester Brown

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I am a resident and an attorney. I live on one of the the busiest streets in PG. My home office faces the street at the intersection of Congress and Pine. I am able, and do see for sometime some part of eight hours a day, both the automobilre and truck as well as the pedestrian traffic at the intersection. I believe my observations and experience in this regard would be helpful to our city's efforts to improve the safety of our streets.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: | **Date:** 12/20/2021

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Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

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Application for Appointment to a Public Board, Commission, or Committee

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CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: ANTHONY B GREENING

Street Address: [redacted]

City: PACIFIC GROVE | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** CELL [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: TRAFFIC SAFETY COMMISSION

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

PRIOR TO 1999 PROFESSOR ENDODONTICS UCLA. PRIVATE PRACTICE ENDODONTICS PASADENA CA.

2000 MOVED TO PACIFIC GROVE OPENED INN AT 213 SEVENTEEN MILE DRIVE
VOLUNTEERED ON PACIFIC GROVE LIGHTHOUSE RESTORATION PROJECT

2000 → PRESENT ON BOARD OF BIG SUR MARATHON

2010 → PRESENT START LINE TEAM MARATHON AND HALF
FOR FULL MARATHON INTERACT WITH SHERIFFS AND CHP.
FOR HALF INTERACTED WITH MONTEREY POLICE DEPT.

2021 HAVE 2 GRANDCHILDREN NOW RIDING BIKES TO SCHOOL IN P.G I AM CONCERNED FOR THEIR SAFETY

HAVE IN THE PAST ATTENDED TRAFFIC SCHOOL

ONE OF MY INTERESTS I AM AN AVID CYCLIST DOING APROX 100 MILES PER WEEK ON AREA ROADS

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: Anthony B Greening | **Date:** 12-14-2021

FOR CITY USE ONLY Appointed to: _____

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Albert "Al" Munoz-Flores, Psy. D.

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I have been a resident and property owner in Pacific Grove for the past seven years, and past Traffic Safety Commissioner for two years (2018-2020). My background and qualifications to serve on the Commission are as follows:

Public Safety Commission, City of South Pasadena (1989-1990)
Traffic Division Commander, City of Beverly Hills Police Department 1998-2002
Traffic Safety Advisor, Traffic & Parking Commission & City Council City of Beverly Hills 1998-2002
Traffic Division Motor Sergeant, City of Beverly Hills Police Department
Retired Police Lieutenant City of Beverly Hills (1981-2002)
Police Officer, Detective, Agent City of South Pasadena (1971-1981)

Education:

Bachelor of Arts in Business Administration 1984
Master of Arts in Psychology 2000
Doctor of Psychology in Clinical Psychology 2008

Current Employment:

University of Massachusetts Global (Formerly Brandman/Chapman University), Adjunct Faculty 2014-Current
Hartnell Community College, Adjunct Faculty, 2015-Current

Community Service:
The Glen of Pacific Grove Homeowners Association, President, 2014 - 2018
The Glen of Pacific Grove Homeowners Association, Director, 2019-2020

I strongly believe that it is every citizen's responsibility to give back to the community that we live in to enhance safety for our residents and visitors. It is for that reason that I wish to serve again on the Traffic Safety Commission.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: [signature] **Date:** 11/12/2021

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Kari Murray

[redacted]

[redacted]	**State:**	**ZIP Code:**

[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Beautification and Natural Resources Commission, or Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets):

I am a full-time resident of Pacific Grove for over 20 years and am increasingly interested in serving the community. I work full time, remotely from my home on Laurel Avenue, and am comfortable in virtual or in person meeting environments.

My career path has spanned from the hospitality industry to regulatory implementation and complex logistics. A well-rounded experience in multiple business environments would enable me to adjust quickly and maintain context when faced with balancing residents' requests, visitor considerations, and city resources. My hope is to begin serving on a small commission and continue to grow my personal mission to serving in more areas for The City when I retire in ten years.

As an avid pedestrian through the commercial district, residential zones, and along the coast, serving on either the Traffic Safety Commission or the NRBC interests me the most, however, I would be happy to contribute to and support The City by serving on a commission with the greatest need. Thank you.

Signature of Applicant: Kari Murray	**Date:** 12/14/2021

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: ***End of Term:***

Date Certification of Appreciation Awarded:

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE:	January 19, 2022
SUBJECT:	Beautification and Natural Resource Commission Meeting Minutes: October 19, 2021
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

BNRC Oct Minutes

SUBJECT: October 19, 2021, BNRC meeting minutes

---

1. Call to order at 4:01 p.m.

Roll Call: Six commissioners present: Thom Akeman, Sara Green, Megan McKenna, Susan Myers, Claudia Vierneisel, Cathy Wooten. Absent: Colleen Ingram

2. Approval of October Agenda: approved Agenda 6:0.

3. Commission and staff announcements (City-related items only):

- Cathy Wooten commented on the numbers of Monarchs seen at the sanctuary. 1314 was the latest count.
- Caleb Schneider stated other Monarch Sanctuaries along the coast are seeing an increase count from last year as well.
- Sara Green stated she and Cathy Wooten met with Caleb to discuss ways to assist him in his role as manager of the Monarch Sanctuary. It was agreed that one way was to work with the monarch outreach program at the museum.
- Chair Akeman announced the fate of the Jewell Park Elm tree is back on the City Council's agenda.

4. Council Liaison announcements

- Council member Nick Smith-absent.

5. General Public Comments

Written

- 3 emails from public regarding bike signs, possible new tree survey for city.

Oral

- Lisa Ciani concerned about the whereabouts of the 2019 IPM Plan, which is not on the City website.

6A. Action: Approval of the minutes of the September 2021, BNRC special meeting

- Wooten motioned to approve the minutes with a correction of misspellings. 6:0 approval.

7. Regular Agenda:

- BNRC goals- Commission confirmed which goals are currently active.
  A. Monarch Sanctuary sub-committee is active.
  B. Trees and Landscape sub-committee is active.
  C. Public Art sub-committee is active
  D. Recycling and Litter Reduction sub-committee is active

7B. Restoration work at George Washington Park:

- A report has been prepared by the sub-committee to present to City Council as an overview of what has been achieved. Actions such as planting over 200 small pine trees, watering of the new trees, weeding before invasive grass goes to seed in the spring; will ask for volunteer help in the upcoming months.

Public Comment:

- Kim Akeman enjoys working in GW Park and seeing positive changes occurring in the park.
- Lisa Ciani commented on Shoreline Access Project. Requests Wildlife Protection Advisory Committee. Send an annual report to city council.

8. ADJOURNMENT: Wooten motion to adjourn Green 2nd. 6-0 approval 4:30 adjournment

Claudia Vierneisel, acting secretary

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Ben Harvey, City Manager
MEETING DATE:	January 19, 2022
SUBJECT:	Economic Development Commission Meeting Minutes: November 4, 2021
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

Minutes

DocuSign Envelope ID: 902A2547-D709-436F-9329-3D3C66800269

MEETING MINUTES

CITY OF PACIFIC GROVE

ECONOMIC DEVELOPMENT COMMISSION

SPECIAL MEETING AGENDA

Thursday, November 4, 2021, 4:00 P.M.

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

AGENDA

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.
JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

https://us02web.zoom.us/j/87940865439

To participate telephonically, call any number below:

877 853 5247 (Toll Free)
888 788 0099 (Toll Free)
213 338 8477

Webinar Meeting ID: 879 4086 5439

If prompted to enter a Participant ID, press #.
When the host opens public comment for an agenda item you wish to speak on, press *9.

CALL TO ORDER

Commissioners Present: Moe Ammar, Debby Beck, Nicholas Mourlam, David Markowitz, Arielle Zina
Staff Liaison Present: City Manager Ben Harvey

Commissioners Absent: Eric Fonferek, Willy Nelson, Erik Uppman
Staff Associate Planner Absent: Laurel O'Halloran
City Councilmember Absent: Jenny McAdams

1. **APPROVAL OF AGENDA**

Unanimous approval given.

2. **COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

"Doing Business In Pacific Grove" event will be at 8:30 am on November 18th.

No staff announcements provided.

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3. **COUNCIL LIAISON ANNOUNCEMENTS**

No council liaison announcements provided.

4. **GENERAL PUBLIC COMMENT**

General Public Comment must deal with matters subject to the jurisdiction of the City and the Economic Development Commission that are not on the Regular Agenda. Comments from the public will be limited to three minutes and will not receive Economic Development Commission action. Comments regarding items on the Regular Agenda shall be heard prior to Economic Development Commission's consideration of such items at the time such items are called. Whenever possible, written correspondence should be submitted to the Economic Development Commission in advance of the meeting, to provide adequate time for its consideration.

No public comment provided.

APPROVAL OF THE MINUTES

A. Ecomonic Development Commission Minutes: September 9, 2021

Reference: Nicholas Mourlam, Secretary

Recommended Action: Approve minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

Unanimous approval given.

REGULAR AGENDA

5. Concept Review: Meeting with Downtown Property Owners

Reference: Debby Beck, Chair

Recommended Action: Convene a concept review discussion regarding the possibility of convening a meeting of downtown property owners.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

Chair Beck presented the concept, and commented it would be with the intent to meet with stakeholders (the owners) who have particular interest in the success of our town, not just with commercial relators.

Public Comment: Inge Lorentzen Daumer raised concerns over the Brown Act. City Manager Ben Harvey addressed the concern and provided clarification how it will not conflict with the Brown Act. Additionally, he suggested that the subcommittee should come back to the EDC with a report of their findings.

Commissioners discussed:

- Adding benchmarking with other similar towns and asking how they achieved their revitalization successes.
- The recent storm damaged a downtown window – code enforcement will be informed.
- PG has generational buildings (a defining factor between us and similar cities).
- HDL can give the EDC local feedback of only Monterey Bay Area cities for the EDC to compare. This service is part of the city's contract with HDL.

- The Shop in Monterey is an example of how to separate out a large space into smaller spaces with multiple businesses.
    - 620 Lighthouse Avenue is an example of how Pacific Grove achieved this in a 5,000 sq. ft. location.

Motion to create a subcommittee of commissioners Ammar, Beck, Mourlam, and Zina to convene and engage downtown business and use HDL was passed unanimously.

6. EDC Budget FY 21-22

Reference: Ben Harvey, City Manager

Recommended Action: Determine expenditures within established EDC budget spending categories.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

No public comment was presented.

Commissioners discussed:

- We should plant new trees
- Adopt a block program
    - Put American Flags outside of businesses
    - Handout masks
- Best Storefront Award
- Who is our media target?
- Residential coupons to local businesses
- Adding coupons at the back of grocery store receipts
- Those who look for local news use KSPB and the Carmel Pine Cone as top sources. Additionally, Monterey County Herald and Monterey County Weekly are also used. Online is the best investment of media efforts.
- Carmel Wine Passport Discount
- Pacific Grove coupons during the pandemic: reimbursements went to the restaurants
- Center Tree lights parts are delayed

Research To Be Conducted By Commissioners:

Where trees are needed

- City Manager Ben Harvey and Commissioner Ammar

Adopt A Block

- Chair Beck

Storefront Award

- Commissioner Mourlam

Marketing Media Campaign

- City Manager Ben Harvey, Commissioner Ammar, and Commissioner Uppman

Passport Discount

- Commissioner Zina

Directional Signs In Downtown

- Commissioner Ammar

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7. UNFINISHED AND ONGOING BUSINESS

Commissioner raised question as to why there are not any Chinese food restaurants in Pacific Grove, and what will happen to the ATM at Bank of America.

ADJOURNMENT

APPROVED BY THE ECONOMIC DEVELOPMENT COMMISSION

DocuSigned by:
Nicholas Mourlam
0F54AD82ABC04D1...

12/20/2021

Nicholas Mourlam
Secretary

Date

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk

MEETING DATE: January 19, 2022

SUBJECT: Diversity, Equity and Inclusion Task Force Minutes: 11-8-21

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

Final DEI Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE
DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

REGULAR MEETING
Monday, November 8, 2021, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THEGOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89179208141

To participate telephonically, call any number below:

888 788 0099 US (Toll-free)
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669 900 9128
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If prompted to enter a participant ID, press #.

1. **CALL TO ORDER / ROLL CALL**
Chair Tina Rau called the meeting to order at 6 pm. City Clerk Kandell conducted roll call with the following Task Force members present via Zoom Meeting: Task Force Members (Members) Kim Bui, Edward Juarez-Lefevre, Nadja Mark, Kristi Markowitz, and Tina Rau

2. **APPROVAL OF AGENDA**
Action: Upon motion by Member Bui and seconded by Member Juarez-Lefevre the Task Force approved the Agenda as amended.

Motion carried 5-0, by the following roll call vote:

AYES: Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES: None.
ABSENT: None.

3. **TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
Member Bui and Member Juarez-Lefevre made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**
Councilmember Poduri made announcements.

5. **GENERAL PUBLIC COMMENT**
No public comment was received.

6. **APPROVAL OF THE MINUTES**

A. **Action:** Upon motion by Member Juarez-Lefevre and seconded by Member Marks, the Task Force approved the Minutes of the September 13, 2021, Regular Meeting and the October 11, 2021, Regular Meeting as follows:

Motion carried 5-0 by the following vote:

AYES:	Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES:	None.
ABSENT:	None.

7. **REGULAR AGENDA**

A. Hispanic Heritage Month

Member Juarez-Lefevre and Member Markowitz gave a PowerPoint presentation

Public comment was received from Sue Parris and Sharon Miller.

Chair Rau asked Member Juarez-Lefevre and Member Markowitz to bring back draft language for recommendation to Council at a future meeting.

B. Chinese Fishing Village Recognitions

Public Comment was received from Randy Sabado, Sue Parris, Kaye Coleman, Amy Chan Mills-Naim, Michael Ipson, Carmelita Garcia and Molly.

Action: Upon motion by Member Juarez-Lefevre and seconded by Member Mark a subcommittee was formed. Member Bui and Member Mark volunteered to be on the subcommittee.

Motion carried 5-0 by the following vote:

AYES:	Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES:	None.
ABSENT:	None.

C. Feast of Lanterns Subcommittee Update

Member Juarez-Lefevre gave an update.

Public Comment was received from Christine Gruber, Amy Chau Mills-Naim, Kaye Coleman, Molly and Michael Ipson

8. **NEXT MEETING:** Study Session on December 6, 2021, at 6:00 p.m.
Regular Meeting on December 13, 2021, at 6:00 p.m.

9. **ADJOURNMENT**
Chair Rau adjourned the regular meeting at approximately 7:30 p.m.

Respectfully Submitted,

Kim Bui
Secretary

Approved by Chair: _____Date_____

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: January 19, 2022

SUBJECT: Tree Appeal 718 Sunset Drive

CEQA: Categorical Exemption, CEQA Guidelines Section 15304, Class 4, Minor Alterations to Land

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RECOMMENDATION

1. Hold a de novo public hearing for tree removal permit application 21-104
2. Uphold the decision of the City Arborist and the Beautification and Natural Resources Commission (BNRC) for tree removal permit application 21-104 denying the removal of one Monterey Pine at 718 Sunset Drive and deny the appeal of Moe Ammar

DISCUSSION

On March 30, 2021, the City received tree permit application 21-104, for the removal of one Monterey Pine located at 718 Sunset Drive, by the property owner Moe Ammar. A timeline pertaining to requests for removal of the subject tree is provided below. The extensive timeline spans from December 2018 to date.

Timeline:

· **December 2018:** The City received an application for removal of the subject Monterey Pine as part of the construction of an Accessory Dwelling Unit (ADU), tree permit 19-0070. The 2018 arborist report (Attachment 1) states the subject Monterey Pine, that appears in fair condition, should be removed to facilitate the design of the ADU.

· **February 2019:** The City issued a response (Attachment 2) and after deliberation with the City, the property owner decided to alter the footprint of the ADU to retain the trees, using the recommendations in the 2018 arborist report to mitigate root and soil disturbance during construction. The ADU was approved, constructed and is being used as a residence on the property.

· **March 2021:** The City received tree permit application 21-104 (Attachment 3) specifying that the property owner, Mr. Moe Ammar, who retained and maintained the Monterey Pine, was requesting removal due to safety concerns which arose from tree limbs falling during a severe storm event.

· **September 9, 2021:** The City requested an updated arborist report to accompany tree permit application 21-104. The City received a letter from Ono Consulting (Attachment 4), citing the 2018

Arborist report. This letter did not provide the City with a condition assessment of the tree and did not state any relevant reasoning for removal. The City requested an additional arborist report.

· **September 22, 2021:** The City received an updated arborist report prepared by Ono Consulting, (Attachment 5). The reports states:
While some roots were cut to install the ADU, no significant roots were removed that would indicate the tree to be susceptible to wind-throw failure. The problem is that the tree is a lone pine, prone to failure and now has an occupied target beneath it. The tree is surrounded by residences, and I have been informed that the tree, over the last few years, has experienced significant limb failures, which are most likely due to turgor pressure loss from root removal. These failures create financial hardship as well as safety concerns for inhabitants beneath. Given the fact that more failures are likely and the ADU is a target directly under the tree; future failures are likely to highly impact the targets beneath. Because high impact is likely with significant consequences of failure, the tree is determined to carry a high risk.

· **October 1, 2021:** The City reviewed the additional arborist report and issued a response letter denying the removal request (Attachment 6).

· **September 16, 2021**: The applicant appealed the denial of tree removal permit 21-104 (Attachment 7).

· **December 7, 2021**: Notification was sent to the appellant stating the appeal hearing date before the BNRC was set for December 21, 2021.(Attachment 8).

· **December 21, 2021**: The appeal of tree permit 21-104 was heard by the BNRC. A motion was made to deny the appeal, upholding the decision of the arborist, rejecting the application for removal.

· **December 22, 2021**: The applicant appealed the BNRC decision to the City Council (Attachment 9). Staff sent notice to the applicant of the public hearing before the City Council scheduled for January 19, 2022 (Attachment 10).

The City has reviewed all documents pertaining to tree permit application 21-104. After careful consideration of the written reports, field observations, and review of the City's Tree Ordinance, Chapter 12, Trees and the Urban Forest, the City has concluded that findings for the removal have not been adequately presented or defined per the Municipal Code, and the City does not have justification to allow the removal based on the following:

· There are no indications of advanced beetle activity on the base of the trunk that would be an indication of tree decline.

· No swelling, cavities, conks, mushrooms, fractures, nesting, or bird cavities are visible on the trunk that indicate structural the presence of structural defects.

· The canopy remains intact with normal color and needle length for a tree of this size and age. The thinning canopy to the north is common on mature trees due to age and competition for light.

· If Pine Pitch Canker is present as stated by the consulting arborist, it is minimal and does not warrant removal of the tree.

The City has concluded that although limb failure may occur during weather conditions, this does not warrant removal; proper maintenance is the correct solution. The City has recommended the following maintenance activities:

· Removal of the lower limbs to the north, which have been observed to be hanging over the existing power lines. This will help prevent limb failure and damage to power and communication lines.

· Weight reduction or removal of a large lateral limb, approximately 12 inches in diameter, that extends to the south over the constructed ADU. This lateral limb has been thinned with heavy end weight remaining. Although the attachment of this limb appears sound, weight reduction or possible removal is suggested as a precaution.

· Removal of the one smaller mid-canopy lateral limb that is compromised.

It is the recommendation that the tree be retained, monitored by a certified arborist, and proper care and maintenance continue to be administered.

OPTIONS

1. Approve the appeal and allow the tree in question to be removed. This action is not recommended as sufficient findings have not been provided to justify removal per the Municipal Code, as noted above.

FINANCIAL IMPACT:
There is no fiscal impact to the City with the recommended action.

GOAL ALIGNMENT: Not Applicable.

Attachments

1- TP 19-0070 Permit and Arborist Report
2- Tp 19-0070 Denial Letter
3- TP 21-104
4- Additional Information Letter
5- 9-22-21 Arborist Report
6- City Response
7-Appeal form
8- BNRC Appeal Notification
9- CC Appeal Form
10- CC hearing notification

CITY OF PACIFIC GROVE

Community & Economic Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
Tel: 831.648.3183 • Fax: 831.648.3184 • www.cityofpacificgrove.org/cdd

$ PAID 28.00
2-5-19

Permit & Request Application for Tree Permit (TP)

Post:
Pull:
Replant:
Tree Health:
Arborist Report Required:
App.#: 19-0070
Fee:

Tree Inspection Liability Disclosure: The City shall not be responsible for any damage to property or persons caused by, or related to, trees located on private property. It is the owner's responsibility to maintain all trees on their property in a reasonable and safe manner, and any inspection performed by the City is a limited advisory assessment only. For a more thorough inspection, the owner should contact a certified arborist.
All tree work within the City of Pacific Grove requires an application to be on file.
A permit will be issued based on the City of Pacific Grove Tree Ordinance 12.20.040 Pruning and Removal of Protected trees.

Property Address: 718 Sunset Dr. PG 93950

Owner: Moe Ammar
Phone: 402 4490
E-mail: moeammar@pacificgrove.org

Applicant:
Phone:
E-mail:

RECEIVED
FEB 05 2019
CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

Tree #	Type/Species	Requested Action: (trim, remove)
404	Pine	Remove

*Attach additional sheets if required for above listings. ☐ Trimming less than 25% of tree OR branches are less than 6" ☐ Dead Tree

Reason for Request (Please provide brief description. Details may follow in the report)
Request to build an Auxillary Dewelling Unit. Please: attached Urban Forester Report Frank Ono page 5 + page 8

Is there an active Planning/Building permit for this property? ☑ Yes ☐ No

The following conditions must be met prior to any tree removal or trimming:
1. **NO WORK IS PERMITTED** until you have picked up and paid the application fee for an approved permit for tree work.
2. A live tree request for removal requires an arborist report and tree hazard evaluation form completed by a Certified Arborist and submitted with this application.
3. All tree work activity shall comply with the provisions of the PGMC Title 12, Trees and the Urban Forest.
4. A **site plan must accompany the application** showing the location of the trees to be worked on and the location of replants.
5. Substantial Pruning or Removal of any Protected Tree requires a permit except in an Emergency, in compliance with PGMC 12.20.040
6. All trees to be removed must be marked with a bright ribbon around the trunk of the tree.
7. After the permits have been received and processed, the City Arborist will do a site visit and post the permit at the job site for 10 working days.
8. Any protected tree removed must be replaced with a 1:1 ratio of species approved by the City Arborist within 60 days of removal.
9. Permits expire 60 days after its effective date. The City Arborist may grant up to one extension not to exceed 30 days.

***This list is not comprehensive of all conditions that may be required for tree removal and trimming work.**
This particular tree permit is Exempt - CEQA Exemption Class 4s.15304 Minor Alterations to Land.

☐ I request to pay in lieu fees ($735/tree) in place of replanting _____ trees, in the amount of $_____.
*Request will be approved or denied by the City Arborist

I have read and agree with the conditions of this application and hereby grant permission for City Personnel to inspect the trees on my property.

I, _____ (Owner Name) authorize _____ (Agent Name) to represent me in the application and processing of this permit.

M Ammar
Owner Signature

2/1/2019
Date

Revised 7-3-17

TP 19-0070

Ammar Residence
Tree Resource Assessment
718 Sunset Drive

RECEIVED
FEB 05 2019
CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

Prepared for:

Mr. Moe Ammar

Prepared by:

Frank Ono
Urban Forester
Member Society of American Foresters #48004
ISA Certified Arborist #536
1213 Miles Avenue
Pacific Grove, CA 93950

December 13, 2018

Owner:

Moe and Butler-Ammar
718 Sunset Drive
Pacific Grove, CA 93950

Designer:

Atelier Building Crafts
1031 Short St
Pacific Grove, CA 93950

Forester and Arborist

Frank Ono, Member SAF #48004, ISA Certified Arborist #536
F.O. Consulting
1213 Miles Ave
Pacific Grove, CA 93950

SUMMARY

Development is proposed for this site known requiring excavation near oak trees on site. The project proposes to construct an 800 square foot accessory dwelling unit (ADU) on this property. There several trees both planted trees as well as existing native trees; the trees are considered to be in fair condition both structurally and in health. As the plans are designed and presented, the design impacts two oak trees and a large mature pine. A tree assessment/arborist report has been prepared that identifies and addresses the affects that the project will have to the existing tree resources on site as well as a list of recommendations regarding trees on the project.

INTRODUCTION

This tree assessment/arborist report is prepared for Mr. Moe Ammar, the owner of the property located at 718 Sunset Drive, Pacific Grove CA by Frank Ono, Urban Forester and ISA Certified Arborist (member Society of American Foresters #48004 and International Society of Arboriculture Certified Arborist #536) due to the proposed construction. The City of Pacific Grove Land Use Plan and City Zoning Ordinances identify native Coast live oak and Monterey pine trees as species requiring protection and special consideration for management.

ASSIGNMENT/SCOPE OF PROJECT

To ensure protection of the tree resources on site, the property owner, Mr. Moe Ammar, has requested an assessment of trees within and in proximity to proposed development areas. The findings of the report are to be documented in an arborist report to work in conjunction with other conditions for approval of the building permit application. To accomplish this assignment, the following tasks have been completed;

- Evaluate health, structure and preservation suitability for each tree within or adjacent (15 feet or less) to proposed development of trees greater than or equal to six diameter inches at 24 inches above grade.
- Review proposed building site plans as provided by Atelier Building Crafts.
- Make recommendations for alternative methods and preconstruction treatments to facilitate tree retention.
- Create preservation specifications, as it relates to a Tree Location/Preservation Map.
- Determine the quantity of trees affected by construction as defined by the City of Pacific Grove Zoning Ordinance; as well as mitigation requirements for those to be affected.
- Document findings in the form of a report as required by the City of Pacific Grove Planning Department.

LIMITATIONS

This assignment is limited to the review of plans submitted to me dated November 4, 2018 and drawn by Atelier Building Crafts to assess affects from potential construction to trees within or adjacent to construction activities. The assessment has been made of these plans specifically and no other plans were reviewed. Only minor grading and erosion details are discussed in this report as it relates to tree health. It is not the intent of this report to be a monetary valuation of the trees or provide risk assessment for any tree on this parcel, as any tree can fail at any time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present. In addition to an inspection of the property, F.O. Consulting relied on information provided in the preparation of this report (such as, surveys, property boundaries, and property ownership) and must reasonably rely on the accuracy of the information provided. F.O. Consulting shall not be responsible for another's means, methods, techniques, schedules, sequence or' procedures, or for contractor safety or any other related programs; or for another's failure to complete the work in accordance with the plans and specifications.

PURPOSE AND GOAL

This Tree Assessment/Arborist report is prepared for this parcel due to proposed construction activities located at 718 Sunset Drive, Pacific Grove CA. The purpose of the assessment is to determine what trees will be affected by the proposed project. Oak trees and Monterey pine trees are considered protected trees as defined by the City of Pacific Grove Zoning Ordinances. The goal of this report is to protect and maintain the Pacific Grove Urban forested resources through the adherence of development standards, which allow the protection, and maintenance of its forest resources. Furthermore, it is the intended goal of this report to aid in planning to offset any potential effects of proposed development on the property while encouraging urban forest stability and sustainability, perpetuating the forested character of the property and the immediate vicinity.

SITE DESCRIPTION

1) Assessor's Parcel Number: 006-663-015-000.

2) Location: 718 Sunset Drive, Pacific Grove CA.

3) Parcel size: 0.2 acres (8927 square feet).

4) Existing Land Use: The parcel is zoned R-1 for residential use.

5) Slope: The parcel mildly sloped. Slopes range from 3% to 5%.

6) Soils: The parcel is located on soils classified by the Natural Resource Conservation Service (NRCS) Monterey Soils report as Narlon loamy fine sand, 2 to 9 percent slopes soils. The parcel is located on soils classified by the Natural Resource Conservation Service (NRCS) Monterey County Soils report as Narlon loamy fine sand, 2 to 9 percent slopes soils. The report states that this is a gently sloping and moderately sloping soil on dissected marine terraces. It has the profile described as representative of the series. Clay subsoil is at a depth of 15 to 20 inches. Slopes are mostly 3 to 6 percent. Runoff is slow to medium, and temporary shallow ponds form in swales in wet winters. The erosion hazard is moderate. The seedling mortality is low, and the wind throw hazard is severe. The soil has moderate productivity for Monterey pine (site index averages about 75). The equipment limitation is moderate or severe.

7) Vegetation: The vegetation on site is composed primarily of a few native Monterey pines and Oak understory, interspersed with ornamental planting. The site is developed and has ornamental planting.

8) Stand Condition and Health: The stand of trees and health are evaluated with the use of the residual trees combined with surrounding adjacent trees as a complete stand. The site is developed and surrounding closed cone pine forest canopy is fragmented. The stand has a mixture of a dominant Monterey pine in fair health and condition with, several smaller understory oaks also in fair health and condition.

BACKGROUND

I was contacted by Mr. Moe Ammar regarding development on this property. Mr. Ammar indicated to me that he is proposing to construct an ADU. During my site review and assessment, it became apparent that the siting of the unit will require tree removal due to the proximity of trees and root disturbance. The assessment focuses on incorporation of the preliminary location of site improvements coupled with consideration for the general goals of site improvement desired of the landowner. Proposed improvements assessed included preserving trees to the greatest extent feasible, maintaining the view shed and general aesthetic quality of the area while complying with City of Pacific Grove Municipal Codes.

The study of individual trees determined treatments necessary to complete the project and meet the goals of the landowner. Trees within and immediately adjacent proposed development area were located, measured, inspected, flagged and recorded. The assessment of each tree concluded with an opinion of whether the tree should be removed, or preserved, based on the extent and effect of construction activity to the short and long-term health of the tree. All meetings and field review were focused on the area immediately surrounding the proposed development.

OBSERVATIONS/DISCUSSION

The following list includes observations made while on site, and summarizes details discussed during this stage of the planning process.

- The site is developed with an existing structure, attached garage, and hardscaped parking area.
- There are several trees that will be impacted by the project.
  - #403- 6" and 5" diameter Oak - standing 12 feet tall with a twelve foot crown spread. This tree is in fair health and condition.
  - #405- 16" diameter Oak standing 30 feet tall with a 20 foot crown spread. This tree is also in fair condition and appears to have a sun-scalded bark on the trunk.
  - #404 - 23" diameter Monterey pine standing 50 feet tall and 40 foot crown spread that has a substantial root system. This tree is located within a utility easement near high voltage lines. It appears to be in fair condition with over extended limbs, large amount of dead wood within the crown and a substantial root zone.
- The site map submitted to me shows removal of one oak tree (#404), however there is an adjacent oak #405 that appears to be sucker growth off a stump. This tree was not indicated on the site map and should be removed because the building corner will encroach into the trees critical root zone (CRZ) . The tree may survive construction but is a poor specimen to retain therefore that tree should also be removed
- The plans also assumed that the large pine(#404) would remain which is not proposed for removal. Unfortunately, excavation will require substantial pine roots to be disturbed for the footings, which will jeopardize the security of the tree, therefore removal of #404 is recommended if this site plan is to succeed. Its removal would be due to the development process.

CONCLUSION/PROJECT ASSESSMENT

No significant long term affects to the urban forest ecosystem are anticipated as this is already a developed residential site. The project as proposed is not likely to significantly reduce the availability of wildlife habitat over the long term. Whenever construction activities take place near trees, the potential for trees to experience decline in the long term exists. The greatest attempt is made to identify for removal those trees likely to experience decline. This proposal to build an accessory dwelling unit as proposed with the submitted plans reviewed will impact three trees;

- Oak #403 -16" diameter Oak is located within the building footprint. Removal is necessary because of its location in relationship to the structure.
- Pine #404 -23" diameter Pine will have a significant portion of its CRZ affected for the foundation of the building. While there are techniques to bridge over roots, the foundation is within two feet of the tree's trunk. According to research performed by Dr. Tom Smiley, it is recommended that when roots are removed within one time's (24") the trunk diameter. The tree should be removed because the tree is prone to failure due to potential limb failure or root plate upheaval. The tree is also located within the PG&E utility easement and will be subject to limb removals as the PG&E prunes away from the utility wires resulting in a disfigured tree.
- Oak #405 -6"and 5" diameter oak. Significant roots will be disrupted when the building corner is excavated for the footing. Removal is recommended due to the proximity of the tree to the structure.

RECOMMENDATIONS

It is recommended that the three trees discussed in this report be removed to facilitate the design as proposed if accepted. If for some reason a decision is made that any of the trees are to be retained the following best management practices must be implemented:

During grading and excavation activities:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots will be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for the retaining wall and driveway located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots are discovered:

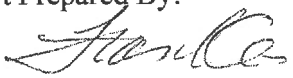
- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.

- If significant roots are identified that must be removed that will destabilize or negatively affects the target trees negatively, the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc..

The following best management practices must also be adhered to:

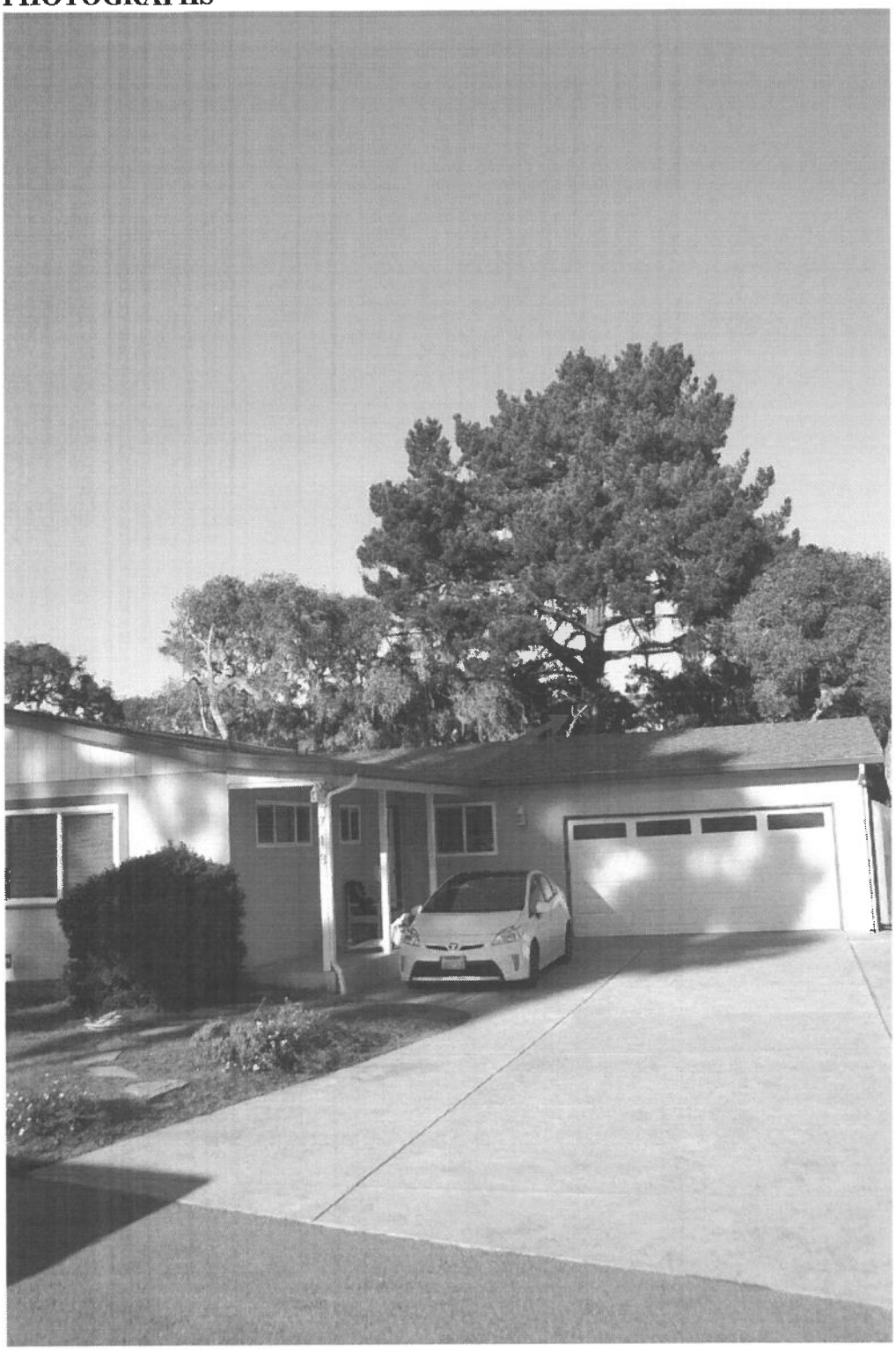
A) Tree service contractors will verify animal or bird nesting prior to tree work. If nesting activity of migratory birds are found, work must stop and a wildlife biologist consulted before commencing work (the typical bird nesting season ranges from February 22 to August 1).
B) Do not deposit any fill around trees, which may compact soils and alter water and air relationships. Avoid depositing fill, parking equipment, or staging construction materials near existing trees. Covering and compacting soil around trees can alter water and air relationships with the roots. Fill placed within the drip line may encourage the development of oak rot fungus (Armillaria mellea). As necessary, trees may be protected by boards, fencing or other materials to delineate protection zones.
C) Pruning shall be conducted so as not to unnecessarily injure the tree. General-Principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first, and for live oak, avoiding the period from February through May.
D) Native live trees are not adapted to summer watering and may develop crown or root rot as a result. Do not regularly irrigate within the drip line of oaks. Native, locally adapted, drought resistant species are the most compatible with this goal.
E) Root cutting should occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.
F) Tree material greater than 3 inches in diameter remaining on site more than one month that is not cut and split into firewood must be covered with thick clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
G) A mulch layer up to approximately 4 inches deep should be applied to the ground under selected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
H) If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Report Prepared By:

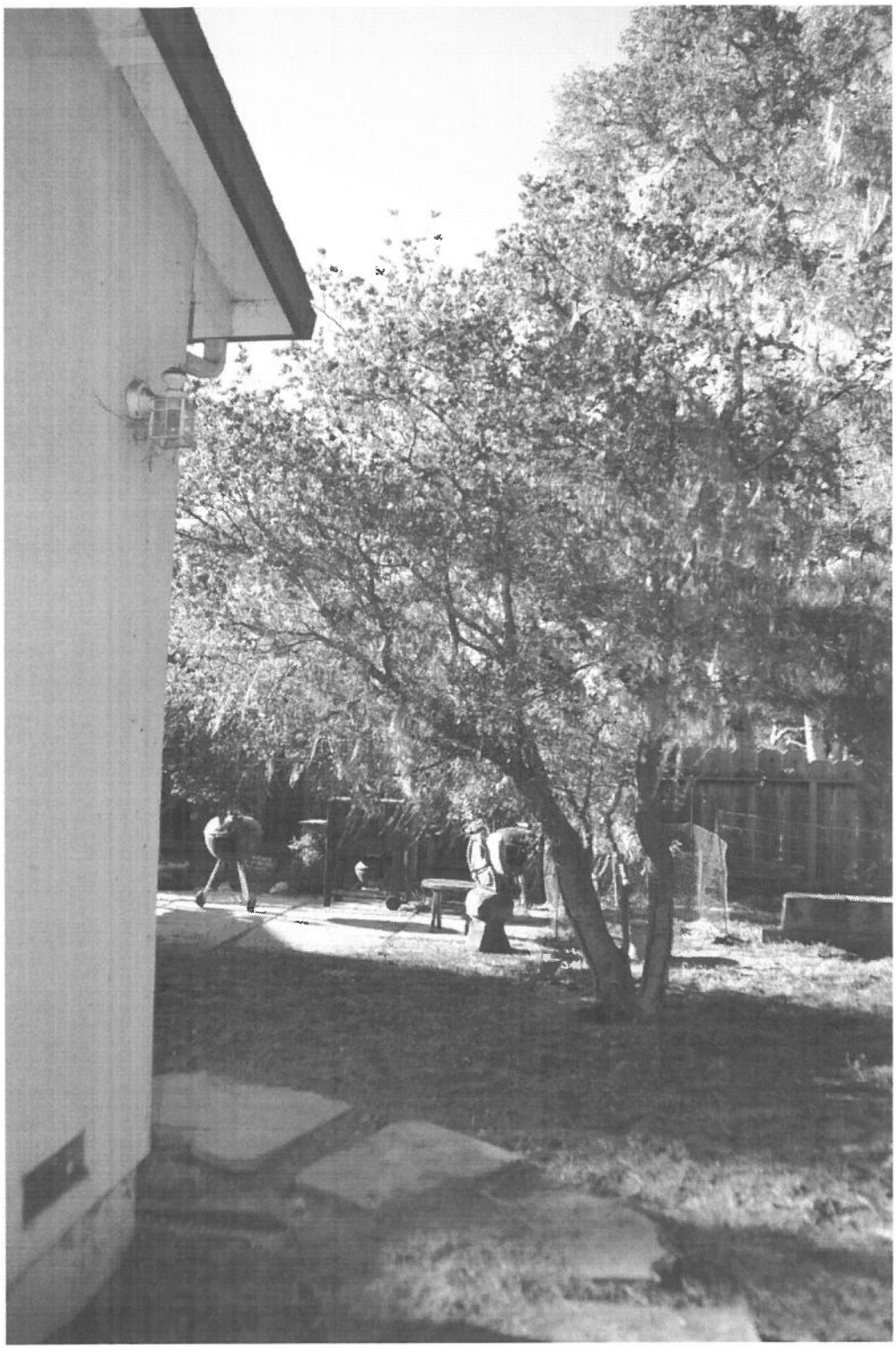


Frank Ono, SAF Forester #48004 and ISA Certified Arborist #536 — December 13, 2018 Date

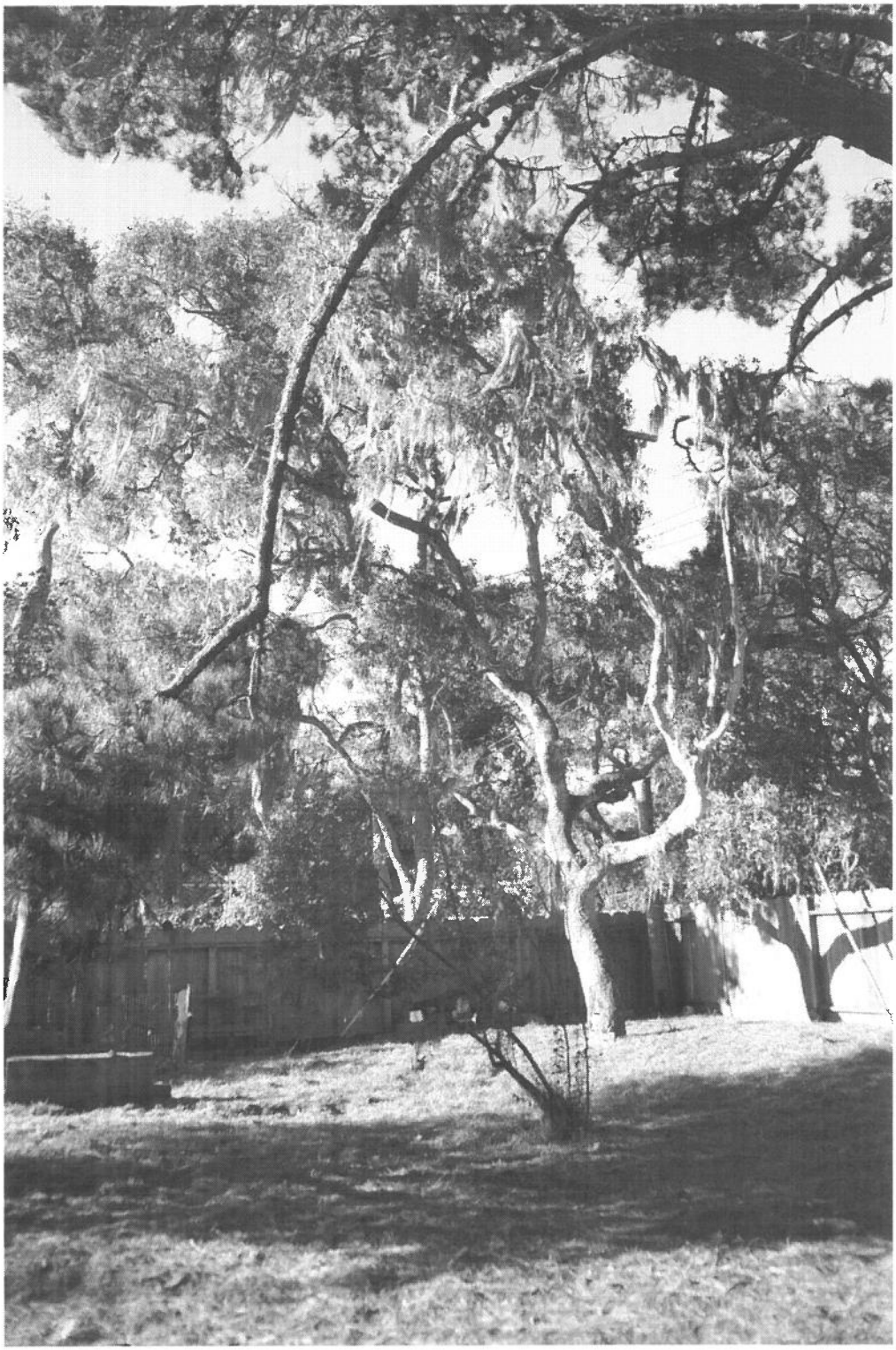
PHOTOGRAPHS



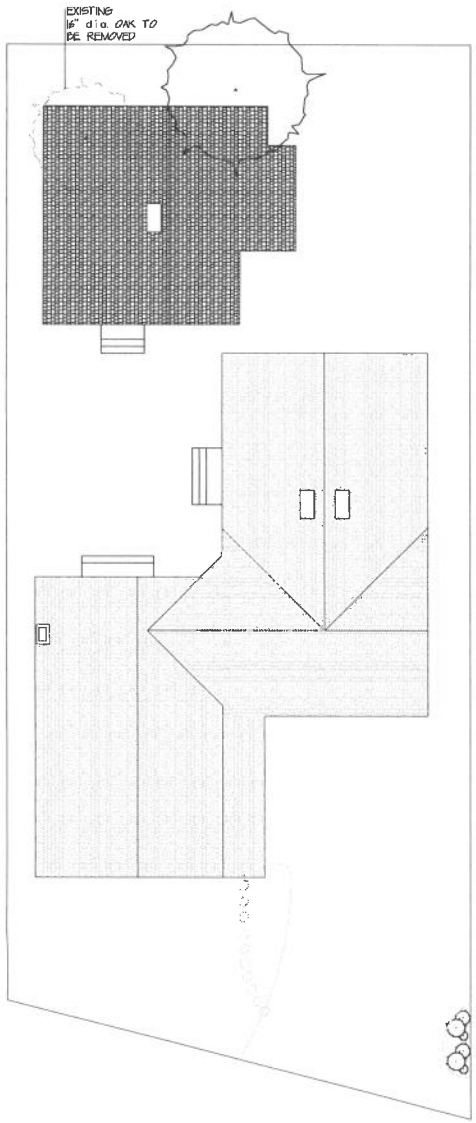
Tree #404



Tree #405



Tree #403



ROOF PLAN

SCALE: 1/8"=1'-0"

BEST MANAGEMENT PRACTICES FOR STORM WATER POLLUTION PREVENTION

CONTROL: THE BEST LINE OF DEFENSE IS TO USE GOOD HOUSEKEEPING PRACTICES AND SEDIMENT/EROSION CONTROL BMPS TO PREVENT MATERIALS AND DEBRIS FROM ENTERING THE STORM DRAIN.
CONTAIN: ISOLATE YOUR WORK AREA TO PREVENT DISCHARGES FROM LEAVING THE SITE.
CAPTURE: SWEEP OR VACUUM UP ANY MATERIAL THAT COULD POSSIBLY RUN OFFSITE. DISPOSE OF WASTES PROPERLY BY CHECKING PRODUCT LABELS FOR DISPOSAL REQUIREMENTS

- SCHEDULE EXCAVATION AND GRADING ACTIVITIES FOR DRY WEATHER PERIODS.
- CONTROL THE AMOUNT OF RUNOFF CROSSING YOUR SITE (ESPECIALLY DURING EXCAVATION) BY USING BERMS OR DRAINAGE DITCHES TO DIVERT WATER FLOW AROUND THE SITE.
- KEEP WINDBLOWN POLLUTION AWAY FROM STORM DRAINS.
- CLEAN UP LEAKS, DRIPS AND OTHER SPILLS IMMEDIATELY SO THEY DO NOT CONTAMINATE SOIL OR GROUNDWATER OR LEAVE RESIDUE ON PAVED SURFACES.
- NEVER HOSE DOWN "DIRTY" PAVEMENT OR SURFACES WHERE MATERIALS HAVE SPILLED. USE DRY CLEANUP METHODS WHENEVER POSSIBLE. IF YOU MUST USE WATER, USE JUST ENOUGH TO KEEP THE DUST DOWN.
- COVER AND MAINTAIN DUMPSTERS. CHECK FREQUENTLY FOR LEAKS. PLACE DUMPSTERS UNDER ROOFS OR COVER WITH TARPS OR PLASTIC SHEETING SECURED AROUND THE OUTSIDE OF THE DUMPSTER. NEVER CLEAN OUT A DUMPSTER BY HOSING IT DOWN ON THE CONSTRUCTION SITE.
- MAKE SURE PORTABLE TOILETS ARE IN GOOD WORKING ORDER. CHECK FREQUENTLY FOR LEAKS.

MATERIALS/WASTE/HANDLING

- PRACTICE SOURCE REDUCTION – MINIMIZE WASTE WHEN YOU ORDER MATERIALS. ORDER ONLY THE AMOUNT YOU NEED TO FINISH THE JOB. USE RECYCLABLE MATERIALS WHENEVER POSSIBLE.
- DISPOSE OF ALL WASTES PROPERLY. MANY CONSTRUCTION MATERIALS AND WASTES, INCLUDING SOLVENTS, WATER-BASED PAINTS, VEHICLE FLUIDS, BROKEN ASPHALT AND CONCRETE, WOOD AND CLEARED VEGETATION CAN BE RECYCLED.
- DESIGNATE ONE AREA OF THE SITE FOR AUTO PARKING, VEHICLE REFUELING, AND ROUTINE EQUIPMENT MAINTENANCE. THE DESIGNATED AREA SHOULD BE WELL AWAY FROM STREAMS OR STORM DRAIN INLETS, AND BERMED IF NECESSARY. MAKE MAJOR REPAIRS OFF SITE.
- KEEP MATERIALS OUT OF THE RAIN – PREVENT RUNOFF CONTAMINATION AT THE SOURCE. COVER EXPOSED PILES OF SOIL OR CONSTRUCTION MATERIALS WITH PLASTIC SHEETING OR TEMPORARY ROOFS. BEFORE IT RAINS, SWEEP AND REMOVE MATERIALS FROM SURFACES THAT DRAIN TO STORM DRAINS, CREEKS, OR CHANNELS.
- KEEP POLLUTANTS OFF EXPOSED SURFACES. PLACE TRASH CANS AND RECYCLING RECEPTACLES AROUND THE SITE TO MINIMIZE LITTER. AROUND THE MONTEREY BAY, MOST STORM DRAINS FLOW DIRECTLY TO LOCAL CREEKS, STREAMS AND THE OCEAN SANCTUARY WITHOUT TREATMENT. SOME COMMON SOURCES OF THIS POLLUTION INCLUDE CEMENT AND CONCRETE WASHOUT WATER THAT FLOWS INTO THE STREET, SAW-CUT SLURRY THAT IS WASHED INTO STORM DRAINS, SPILLED OIL AND FLUIDS FROM LEAKING VEHICLES AND HEAVY EQUIPMENT, CONSTRUCTION DEBRIS, SOIL EROSION, LANDSCAPING RUNOFF CONTAINING PESTICIDES OR WEED KILLERS AND PAINT PRODUCTS THAT FLOW DOWN GUTTERS INTO STORM DRAINS.

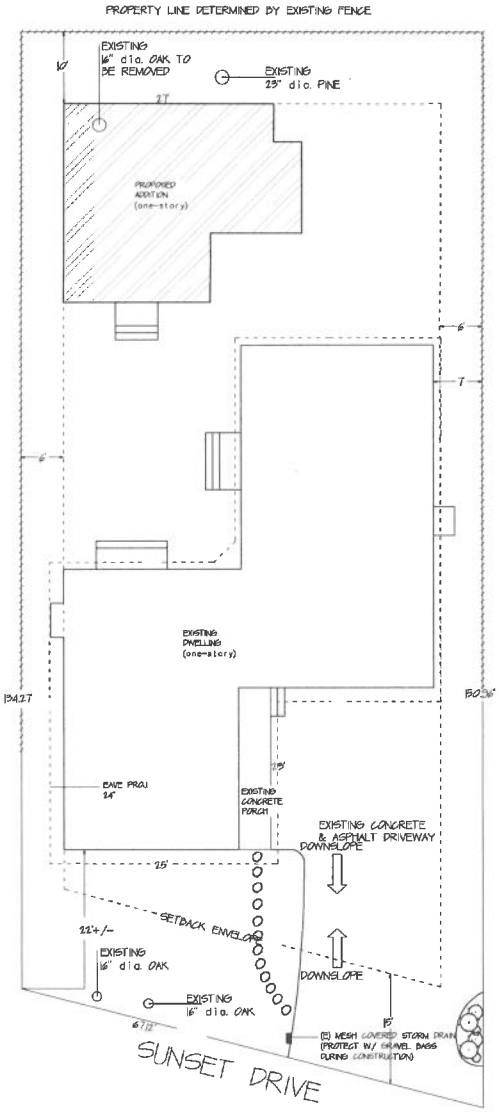
- SCHEDULE SITE STABILIZATION ACTIVITIES, SUCH AS LANDSCAPING, TO BE COMPLETED IMMEDIATELY AFTER THE LAND HAS BEEN GRADED TO ITS FINAL CONTOUR. INSPECT & MAINTAIN SILT FENCES AND STRAW WATTLES AFTER EACH RAINSTORM. MAKE SURE STORMWATER IS NOT FLOWING AROUND THESE DEVICES OR OTHER VEGETATIVE BUFFERS. COVER ALL DIRT PILES TO PROTECT FROM WIND AND RAIN. BREAK UP LONG SLOPES WITH SEDIMENT BARRIERS. INSTALL STRUCTURAL BMPS TO TRAP SEDIMENT ON DOWNSLOPE SIDES OF THE LOT.

- PROVIDE A STABILIZED VEHICLE PATH WITH CONTROLLED ACCESS TO PREVENT TRACKING OF DIRT OFFSITE. PROPERLY SIZE SITE ENTRANCE BMPS FOR ANTICIPATED VEHICLES.

- MINIMIZE AMOUNT OF VEGETATION CLEARED FROM THE SITE. PROTECT AND INSTALL VEGETATIVE BUFFERS ALONG WATERBODIES TO SLOW AND FILTER STORMWATER RUNOFF.

- PROPERLY DISPOSE OF ALL WASTE MATERIALS. NEVER DUMP UNUSED OR WASTE PRODUCT ON THE GROUND OR IN A STORM DRAIN. DON'T HOSE OFF SURFACES TO CLEAN. SWEEP AND PLACE WASTE IN DUMPSTER.

DIRECT ALL ROOF AND GROUND SURFACE WATER TO PLANTING AREAS



SITE PLAN

SCALE: 1/8"=1'-0"

ATELIER BUILDING CRAFTS
DESIGN- ARTS- CONSTRUCTION
WWW.ATELIERINC.COM - (831) 402 7413
LICENSE #574851

PROJECT DESCRIPTION:
PROPOSED ACCESSORY UNIT DWELLING- ANWAR RESIDENCE
718 SUNSET DRIVE-PACIFIC GROVE-CA-93950

SHEET TITLE:
EXISTING/ PROPOSED SITE & ROOF PLAN

PROJECT #: # 1118

DATE: 11/04/2018

SCALE: 1/8"=1'-0"

SHEET #: A-2.0

CITY OF PACIFIC GROVE

Community and Economic Development Department

300 Forest Avenue, Pacific Grove, CA 93950

T : 831.648.3183 • F : 831.648.3184 • www.cityofpacificgrove.org/cdd

February 8, 2019

Moe and Buttler-Ammar
718 Sunset Dr
Pacific Grove, CA 93950

RE: Request for Monterey pine tree removal 718 Sunset Drive for proposed ADU

The request for removal has been denied based on the following reasons;

A. The tree in question does not meet the criteria of high-risk tree per the city tree ordinance 12.40.010
B. Per the arborist report, the initial concept (SITE PLAN) was to retain the Monterey pine.

Discussion

Per the arborist report pages 6/7: If at any time significant roots are discovered that will destabilize or negatively affect the tree, the property owner will be immediately notified and at that point a determination for removal will be assessed and made as required. It also goes on to state that Implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots etc. Page 7 of the arborist report (E) describes root cutting as accepted and completed during spring preferably done in the months of late June and July.

This tree is mature and healthy while it is a stand-out tree for the neighborhood. It is visible from Sunset drive and offers value to the surrounding community and wildlife. Trees in good condition can withstand root pruning while under the direction of a project arborist.

Recommendation

Retain the tree.

1. The arborist report does not identify any roots within the canopy of the proposed project that would affect the tree from development.
2. The property does not currently attain the canopy coverage required per CHAPTERS 12.10 TO 12.70 – TREES AND THE URBAN FOREST **12.20.080 Canopy coverage goals.**
3. If the ADU is to be developed in the proposed location that is described in the site plan, all work is to be hand done within the canopy of the tree. The project arborist will be notified of roots greater than 4 inches in diameter and the City Arborist is to be notified if the project arborist feels the stability or health of the tree will be compromised by root cutting. All efforts are too be made in regards to root retention by using the latest I.S.A. Best Management Practices - Root Management.

4. Only canopy pruning is allowed for safety trimming and will be approved by the City Arborist per a submitted tree application by the property owner.

12.70.010 Appeal of city arborist decision.

Any Person aggrieved by or objecting to any exercise of authority by the city arborist under this title shall have the right of appeal to the Beautification and Natural Resources Commission. Filing a timely and complete appeal with the city clerk shall suspend any permit or approval until the hearing on the appeal has been completed. A complete appeal shall include the: action being appealed; property address or location of the Tree impacted by the action; name and contact information of the Person or Persons filing the appeal; reasons for the appeal; and any fee for such appeal as adopted by the city council and included in the city's master fee schedule, which is available at city hall and on the city's website. (a) Appeals of the city arborist's action hereunder shall proceed as follows: (1) Any applicant or interested person may, upon payment of a fee established by the council, appeal a permit decision to the Beautification and Natural Resources Commission within the 10- day posting period. The appeal will suspend a permit approval pending the commission's hearing on the appeal. (2) Within 60 days of receipt of an appeal, the Beautification and Natural Resources Commission will hold a public hearing on the appeal unless the appeal is continued for good cause demonstrated. At least 10 calendar days prior to the hearing, the property on which the Tree or Trees subject to the appeal are located shall be posted with a notice of the date and time of the public hearing. Two identical notices shall be posted on public property within 200 feet of the property on which the subject Tree or Trees are located, in positions clearly visible to the public. The party appealing shall be notified by mail of the date and time of the hearing. (3) The Beautification and Natural Resources Commission may affirm, reverse, or modify the action of the city arborist, and in so acting, apply the standards set out in subsection (c) of this section. (4) The action of the Beautification and Natural Resources Commission may be appealed to the city council within 10 calendar days. 16 (5) Once the city council has considered an application for Removal or alteration of a Tree, all further applications relating to that Tree shall be made directly to the council.

Albert Weisfuss
City Arborist

City of Pacific Grove
Community Development Department
300 Forest Avenue, Pacific Grove, CA 93950
Tel: (831) 760-0602 | Fax: (831) 648-3184
www.cityofpacificgrove.org/forestry

TREE PERMIT APPLICATION

$ PAID 163.00 4-5-21

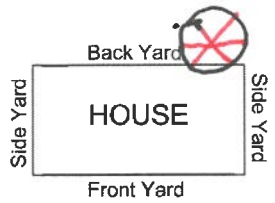
OFFICE USE	
Application No:	TP-21-104

PROPERTY ADDRESS	718 Sunset Dr.	BUTTERFLY HABITAT	☐ YES ☑ NO

OWNER	Name: Moe Ammar	Phone: 402 4490	Email: moeammar@pacificgrove.org
	Mailing Address:		
APPLICANT	Applicant Type: ☐ Tree Service Contractor ☐ Utility Company ☐ HOA ☐ Property Manager/Representative ☐ Neighbor		
	Name: Same as above	Phone:	Email:
	Mailing Address:		

	TREE SPECIES (Show corresponding # on Site Plan)	TREE TYPE Private	TREE TYPE Public	DBH (inches)	REQUESTED ACTION TRIM	CUT LIMB	CUT ROOT	REMOVE	REASON FOR REQUEST (e.g. dead, diseased, safety, lifting sidewalk, etc)
1		☑	☐		☐	☐	☐	☑	Safety
2		☐	☐		☐	☐	☐	☐	
3		☐	☐		☐	☐	☐	☐	
4		☐	☐		☐	☐	☐	☐	
5		☐	☐		☐	☐	☐	☐	

Use the diagram below to show trees requested for removal and trees to be replanted. Please include identifying structures and streets.



OFFICE USE ONLY
Date Stamp Below

RECEIVED

MAR 30 2021

CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

INITIAL	APPLICANT DECLARATIONS
	I hereby certify that the above information is true and correct.
	I consent to inspection by City Arborist or designee on my private property.
	I understand this is an application and NOT a permit or authorization to do any work without the City Arborist review and approval, payment of all required fees, and providing all required documentation.
	I agree to pay in lieu fees ($808 per tree) to the City if I wish to forgo replanting trees as required by the City or if I fail to comply with the replant requirements and deadline.
	I understand that tree permits expire within 60 days of issuance.
	Indemnification and Hold Harmless: Permittee accepts the use of any property on an as-is basis and hereby agrees to release, hold harmless, indemnify, and defend the City, its officials, officers, directors, employees, agents, and volunteers (Covered Parties) from and against any and all loss, liability, expense, claim, costs, proceedings, suits, demands, and damages (collectively "proceedings"), of every kind and nature, directly or indirectly, including without limitation, for injury or death to anyone or for any personal or real property damage, resulting from or related to any usage, operation, or activity related to this permit. In the event Permittee is required to defend the City in connection with such proceeding, City shall have and retain the right to approve: (1) the counsel to so defend City; (2) all significant decisions concerning the manner in which the defense is conducted; and (3) any and all settlements, which approval shall not be unreasonably withheld. This indemnification shall apply in all cases regardless of whether there is any negligence or wrongdoing on the part of City, unless prohibited by law. Permittee also agrees that Permittee, its successors, heirs, spouses, guardians, legal representative, and assigns will not make a claim against, or sue, the City for injury, death, or property damage arising from usage, operation or activity related to this permit. This indemnification provision survives termination of the permit. If any part or provision of this indemnification is stricken or deemed unenforceable, such part shall be deemed severable and the remainder shall be enforceable.

x M Ammar	Moe Ammar	1/27/2021
PROPERTY OWNER SIGNATURE	PRINT NAME	DATE
x		
APPLICANT SIGNATURE	PRINT NAME	DATE

January 27, 2021

Mr. Al Weisfuss - City Arborist
City of Pacific Grove
2100 Sunset Drive
Pacific Grove, CA 93950

Dear Al,

Based on your recommendation last may, I retained the large pine tree in the backyard when we built the granny unit. I had applied to have it removed. Secondly, Andrew Tope owner of Tope Tree Service followed your direction and had the tree thoroughly trimmed, and cut several limbs in June.

Due to last night's severe storm a major limb landed next to the house and damaged the gutter. Currently, there is a second limb that is barely hanging and ready to drop on the skylight.

In the interest of my family's safety, I am appealing to you to allow me to remove the tree and replace it with one or two other trees. My son and his family live in the granny unit and his kids are 3 months and 2 years old.

Thank you for our consideration. I look forward to hearing from you.

Sincerely,

M Ammar

Moe Ammar
831-402-4490

Ono Consulting
International Society of Arboriculture
Certified Arborist # 536
Board Certified Master Arborist # WE-9388B
Society of American Foresters Professional Members
1213 Miles Avenue
Pacific Grove CA, 93950
Telephone (831) 373-7086

September 9, 2021

Moe and Butler Ammar
718 Sunset Drive
Pacific Grove, CA 93950

RE: Monterey Pine Removal Request- 718 Sunset Drive, Pacific Grove CA.

Mr. Ammar;

You requested I submit a letter concerning the request for the removal of a Monterey pine under a recently constructed and inhabited accessory dwelling unit. In the design phase, a report was prepared for you, dated December 13, 2018, recommended that the tree be removed due to safety concerns for the area underneath the tree. Specifically, the report stated "Excavation will require substantial pine roots to be disturbed for the footings, which will jeopardize the security of the tree, therefore removal of #404 is recommended. Its removal would be due to the development process.". This is based on Bartlett Tree Research Laboratories' extensive research findings that "The preferred minimum distance to not cut roots is three times the DBH (for example, with a 12-inch (30 cm) diameter tree, the distance would be 36 inches (3 feet, 0.9m). Bartlett's research has found that the optimum distance to leave roots undisturbed is 5 times the trunk diameter.

I based my recommendation for tree removal on the research as well as personal experiences with the structure being built under Monterey pine trees. In this specific case and according to the Bartlett research findings, roots are disturbed well within the optimum distance. It is a lone pine and surrounded by residences. Currently, my understanding is that the tree has experienced limb failures and is creating financial hardship as well as safety concerns for the structures and inhabitants beneath. Given the fact that more failures are likely and that a target is constructed directly under the tree; failures are likely to impact the targets beneath. Because high impact is likely and the consequences of failure significant, the tree is determined to carry a high risk. I stand firm in my assessment that the tree should be removed and replaced. Thank you very much and please feel free to call if there are any questions or if I can be of further assistance.

Sincerely,

Frank Ono
Certified Arborist # 536
Society of American Foresters # 048004
ISA Tree Risk Assessment Qualified

Ono Consulting
International Society of Arboriculture
Certified Arborist #WE-0536
Board Certified Master Arborist #WE-9388B
Society of American Foresters Professional Members
1213 Miles Avenue
Pacific Grove, CA 93950
Telephone (831) 373-7086

September 22, 2021

Moe and Butler-Ammar
718 Sunset Drive
Pacific Grove, CA 93950

RE: 718 Sunset Drive - Pine
APN: 006-663-015-000

Mr. and Mrs. Ammar;

You requested a visual tree assessment (VTA) for a Monterey pine tree located along the rear fence at the above-referenced property that you wish to have removed because of its constant failures. The VTA determined the tree to carry a high risk of failure and carries a tree hazard evaluation form (THEF) score of 10 due to the condition of the tree and its location to structures.

Both the older tree hazard evaluation form and the newer hazard model are used to determine the risk present. The VTA with the past model rated the tree to have a THEF score of 10 (trees that rate a score of 12 present the most likelihood of failure). The THEF score rates the relative hazard of trees based upon the criteria of the probability of failure, size of failure part, and target from the Photographic Guide to the Evaluation of Hazard Trees in Urban Areas (Mattheny and Clarke). The newer model utilizes matrixes for the likelihood of impact and consequences of failure that also show the tree as presenting high risk. This letter and the accompanying THEF score sheet may be submitted with other required documents as part of an application for tree removal by the property owner (or their designated representative). The report (and photos which must be submitted in color) is background information for use by the City of Pacific Grove to determine if and under what circumstances a permit may be issued.

Background

The property owner, Mr. Ammar, wishes to remove this tree because of recent significant tree branch failures. The subject tree was originally addressed during the accessory dwelling unit (ADU) design review phase, report dated December 13, 2018, where a recommendation was made for the tree to be removed due to safety concerns. Mr. Ammar has again requested for the tree to be removed and a short letter was prepared to summarize details for the removal of this Monterey pine for submittal to the City. Mr. Ammar has notified me that the letter would not suffice and that the City has required a more formal report to be submitted with a new tree removal application to be considered for its removal.

Discussion

The past tree removal recommendation is based on the research by the Bartlett Research laboratories (Dr. Tom Smiley) as well as personal experiences with other structures built under Monterey pine trees. The Bartlett Laboratories conducted tests to determine a tree's stability and its adaptation to root pruning. According to the Bartlett research, "The preferred minimum distance to not cut roots is three times the DBH (for example, with a 12-inch (30 cm) diameter tree, the distance would be 36 inches (3 feet, 0.9m). Bartlett's research has found that the optimum distance to leave roots undisturbed is 5 times the trunk diameter. In this specific case, the roots disturbed are at a distance twice the diameter of the trunk. When personally questioning Dr. Smiley at a conference in Monterey, he recommended that trees with their roots cut within a distance twice the trunk diameter be removed either because of stability problems or significant branch losses.

While some roots were cut to install the ADU, no significant roots were removed that would indicate the tree to be susceptible to wind-throw failure. The problem is that the tree is a lone pine, prone to failure and now has an occupied target beneath it. The tree is surrounded by residences, and I have been informed that the tree, over the last few years, has experienced significant limb failures, which are most likely due to turgor pressure loss from root removal. These failures create financial hardship as well as safety concerns for inhabitants beneath. Given the fact that more failures are likely and the ADU is a target directly under the tree; future failures are likely to highly impact the targets beneath. Because high impact is likely with significant consequences of failure, the tree is determined to carry a high risk.

Tree Risk (Hazard) Evaluation Score and Assessment

The tree was assessed and determined to carry high risk and coincides with the assessed score utilizing the older tree hazard evaluation form:

- Tree #404 is a 23" diameter Monterey pine located in the rear yard where an accessory dwelling unit has been constructed beneath the tree. There is a history of limb failure and the has been lions tail pruned; the crown of the tree is beginning to fragment apart. The tree has heavy overextended limbs spanning the new structure. The tree is determined to carry a THEF score of 10.

The tree presents a high risk where significant damage is capable to adjacent areas when a failure occurs. Consideration was given to pruning; however, this will result in a deformed tree, therefore not recommended. The tree is showing indicators of a pine pitch canker infection, where the crown is thinning and branch tips are dying back on the north side of the tree. Target ratings factored into the THEF score include the landscapes of this and surrounding properties and the structures below it. Safety is of utmost concern and therefore removal and replacement of the tree is recommended as a reasonable treatment. The site is forested with adjacent Oak trees therefore the removal will not significantly alter air movement, contribute to erosion, or create a significant impact on wildlife; no active bird or animal nesting sites were observed at the time of assessment.

Tree Removal

After proper authorization, the tree shall be removed by a licensed insured professional tree service. No surrounding tree protection is necessary when the tree drop zone is clear of City protected vegetation. Tree removal shall be consistent with safe arboricultural work practices utilizing removal of trees and their parts in smaller manageable pieces and roped down carefully so as not to damage any surrounding trees or plants. The use of specialized equipment may be authorized if it can be shown that no damage to the surrounding ecosystem will be sustained. At no time shall any tree be dropped in one piece to damage any surrounding trees or property. Tree wood and clippings are to be disposed of consistent with current California Department of Forestry guidelines which include stockpiling of material on-site or disposal at an approved refuse site.

Replanting

The City of Pacific Grove through its ordinances and the general plan has tree replacement conditions as part of a tree removal permit (when sufficient space exists to replant that does not create an overcrowded vegetated situation). Replacement of the tree would be at the City's determination

Disclosure Statement

Use of report: This letter and the THEF score sheet are to be considered and used as background information for the current tree removal application process implemented by the City of Pacific Grove. The report is prepared to assist the City, along with other required documents, in determining if and under what circumstances a permit may be issued.

Inspection limitations: The inspection of the tree consisted solely of a visual inspection from the ground. While more thorough techniques are available for inspection and evaluation, they were neither requested nor considered necessary or appropriate at this time. This report is based on a visual inspection of tree conditions and for obvious defects. It is not intended to constitute a complete health and hazard evaluation. Further investigation would be required to more definitively evaluate the health and hazards posed by the subject trees, some of which may not be disclosed by visual inspections. Investigations include but are not limited to core samples, root crown excavation, and visual inspection of the entire trees by climbing. Please be advised that healthy trees and/or limbs may fail under certain conditions and that the above recommendations are based on industry standards of tree care.

Urban Foresters/Arborists are tree specialists who use their education, knowledge training, and experience to examine trees, recommend measures to enhance their health and beauty, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist or to seek additional advice. Trees and other plant life are living, changing organisms affected by innumerable factors beyond our control. Trees fail in ways and because of conditions we do not fully understand.

Urban Foresters/Arborists cannot detect or anticipate every condition or event that could lead to the structural failure of a tree. Conditions are often hidden within the trees and below ground. Urban Foresters/Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, for any specific period or when a tree or its parts may fail. Further, remedial treatments, as with any treatment or therapy, cannot be guaranteed. Treatment, pruning, bracing and removal of trees may involve considerations beyond the scope of the arborists' skills and usual services such as the boundaries of properties, property ownership, site lines, neighbor disputes and agreements, and other issues. Therefore, urban forester/arborists cannot consider such issues unless complete and accurate information is disclosed in a timely fashion. Then, the urban forester/arborist can be expected, reasonably, to rely upon the completeness and accuracy of the information provided. Trees can be managed but not controlled. To live near trees, regardless of their condition, is to accept some degree of risk. The only way to eliminate all risks associated with trees is to eliminate all trees.

Hazard/hazard potential: For this evaluation and/report, a tree or tree part that presents a threat to humans, livestock, vehicles, structures, landscape features, or other entities of civilization from uprooting, falling, breaking, or growth development (e.g., roots). While all large landscape trees in proximity to such targets present some degree of hazard regardless of their condition, such inherent hazard is not intended as within this definition and its usage in this evaluation and report. As trees and other plant life are living, changing organisms affected by innumerable factors beyond our control, F. O. Consulting and its personnel offer no guarantees, stated or implied, as to tree, plant, or general landscape safety, health, condition or improvement, beyond that specifically stated in writing in accepted contracts.

Thank you very much and please feel free to call if there are any questions or if I can be of further assistance.

Sincerely,

Frank Ono
Certified Arborist # 536
Society of American Foresters # 048004

Justin Ono
ISA Board Certified Master Arborist #WE-9388B
ISA Tree Risk Assessment Qualified

PHOTOGRAPHS

Tree #404, view from the rear yard

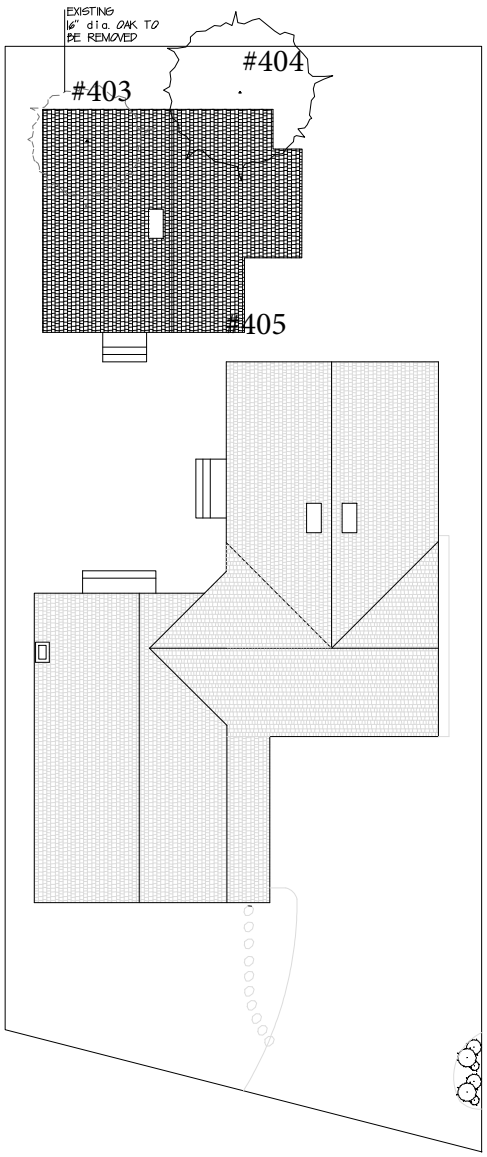
#404 view from the rear yard

#404 view from driveway, note the yellowing of foliage and initial tip dieback

View from the adjacent neighbor back yard on Marino Pines Road

View from Marino Pines Road, note yellowing of branch tips

Interior of tree #404 from Marino Pines



ROOF PLAN

SCALE: 1/8"=1'-0"

BEST MANAGEMENT PRACTICES FOR STORM WATER POLLUTION PREVENTION

CONTROL: THE BEST LINE OF DEFENSE IS TO USE GOOD HOUSEKEEPING PRACTICES AND SEDIMENT/EROSION CONTROL BMPS TO PREVENT MATERIALS AND DEBRIS FROM ENTERING THE STORM DRAIN.
CONTAIN: ISOLATE YOUR WORK AREA TO PREVENT DISCHARGES FROM LEAVING THE SITE.
CAPTURE: SWEEP OR VACUUM UP ANY MATERIAL THAT COULD POSSIBLY RUN OFFSITE. DISPOSE OF WASTES PROPERLY BY CHECKING PRODUCT LABELS FOR DISPOSAL REQUIREMENTS

- SCHEDULE EXCAVATION AND GRADING ACTIVITIES FOR DRY WEATHER PERIODS.
- CONTROL THE AMOUNT OF RUNOFF CROSSING YOUR SITE (ESPECIALLY DURING EXCAVATION) BY USING BERMS OR DRAINAGE DITCHES TO DIVERT WATER FLOW AROUND THE SITE.
- KEEP WINDBLOWN POLLUTION AWAY FROM STORM DRAINS.
- CLEAN UP LEAKS, DRIPS AND OTHER SPILLS IMMEDIATELY SO THEY DO NOT CONTAMINATE SOIL OR GROUNDWATER OR LEAVE RESIDUE ON PAVED SURFACES.
- NEVER HOSE DOWN "DIRTY" PAVEMENT OR SURFACES WHERE MATERIALS HAVE SPILLED. USE DRY CLEANUP METHODS WHENEVER POSSIBLE. IF YOU MUST USE WATER, USE JUST ENOUGH TO KEEP THE DUST DOWN.
- COVER AND MAINTAIN DUMPSTERS. CHECK FREQUENTLY FOR LEAKS. PLACE DUMPSTERS UNDER ROOFS OR COVER WITH TARPS OR PLASTIC SHEETING SECURED AROUND THE OUTSIDE OF THE DUMPSTER. NEVER CLEAN OUT A DUMPSTER BY HOSING IT DOWN ON THE CONSTRUCTION SITE.
- MAKE SURE PORTABLE TOILETS ARE IN GOOD WORKING ORDER. CHECK FREQUENTLY FOR LEAKS.

MATERIALS/WASTE/HANDLING

- PRACTICE SOURCE REDUCTION – MINIMIZE WASTE WHEN YOU ORDER MATERIALS. ORDER ONLY THE AMOUNT YOU NEED TO FINISH THE JOB. USE RECYCLABLE MATERIALS WHENEVER POSSIBLE.
- DISPOSE OF ALL WASTES PROPERLY. MANY CONSTRUCTION MATERIALS AND WASTES, INCLUDING SOLVENTS, WATER-BASED PAINTS, VEHICLE FLUIDS, BROKEN ASPHALT AND CONCRETE, WOOD AND CLEARED VEGETATION CAN BE RECYCLED.
- DESIGNATE ONE AREA OF THE SITE FOR AUTO PARKING, VEHICLE REFUELING, AND ROUTINE EQUIPMENT MAINTENANCE. THE DESIGNATED AREA SHOULD BE WELL AWAY FROM STREAMS OR STORM DRAIN INLETS, AND BERMED IF NECESSARY. MAKE MAJOR REPAIRS OFF SITE.
- KEEP MATERIALS OUT OF THE RAIN – PREVENT RUNOFF CONTAMINATION AT THE SOURCE. COVER EXPOSED PILES OF SOIL OR CONSTRUCTION MATERIALS WITH PLASTIC SHEETING OR TEMPORARY ROOFS. BEFORE IT RAINS, SWEEP AND REMOVE MATERIALS FROM SURFACES THAT DRAIN TO STORM DRAINS, CREEKS, OR CHANNELS.
- KEEP POLLUTANTS OFF EXPOSED SURFACES. PLACE TRASH CANS AND RECYCLING RECEPTACLES AROUND THE SITE TO MINIMIZE LITTER. AROUND THE MONTEREY BAY, MOST STORM DRAINS FLOW DIRECTLY TO LOCAL CREEKS, STREAMS AND THE OCEAN SANCTUARY WITHOUT TREATMENT. SOME COMMON SOURCES OF THIS POLLUTION INCLUDE CEMENT AND CONCRETE WASHOUT WATER THAT FLOWS INTO THE STREET, SAW-CUT SLURRY THAT IS WASHED INTO STORM DRAINS, SPILLED OIL AND FLUIDS FROM LEAKING VEHICLES AND HEAVY EQUIPMENT, CONSTRUCTION DEBRIS, SOIL EROSION, LANDSCAPING RUNOFF CONTAINING PESTICIDES OR WEED KILLERS AND PAINT PRODUCTS THAT FLOW DOWN GUTTERS INTO STORM DRAINS.

"SCHEDULE SITE STABILIZATION ACTIVITIES, SUCH AS LANDSCAPING, TO BE COMPLETED IMMEDIATELY AFTER THE LAND HAS BEEN GRADED TO ITS FINAL CONTOUR. "INSPECT & MAINTAIN SILT FENCES AND STRAW WATTLES AFTER EACH RAINSTORM. MAKE SURE STORMWATER IS NOT FLOWING AROUND THESE DEVICES OR OTHER VEGETATIVE BUFFERS. COVER ALL DIRT PILES TO PROTECT FROM WIND AND RAIN. "BREAK UP LONG SLOPES WITH SEDIMENT BARRIERS. INSTALL STRUCTURAL BMPS TO TRAP SEDIMENT ON DOWNSLOPE SIDES OF THE LOT.

"PROVIDE A STABILIZED VEHICLE PATH WITH CONTROLLED ACCESS TO PREVENT TRACKING OF DIRT OFFSITE. PROPERLY SIZE SITE ENTRANCE BMPS FOR ANTICIPATED VEHICLES.

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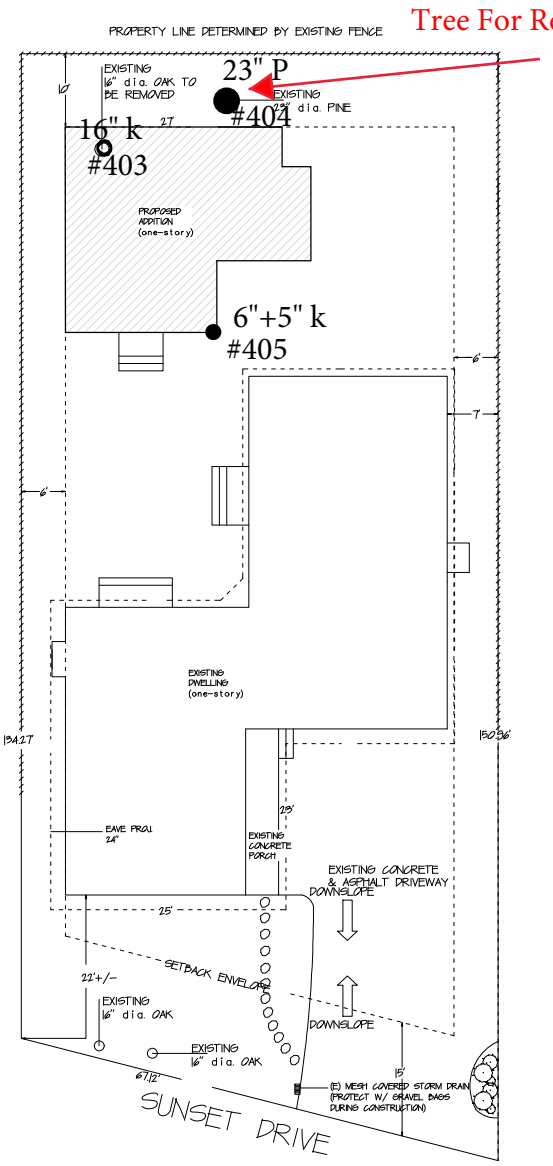
DIRECT ALL ROOF AND GROUND SURFACE WATER TO PLANTING AREAS



SITE PLAN

SCALE: 1/8"=1'-0"

ATELIER BUILDING CRAFTS
DESIGN- ARTS- CONSTRUCTION
WWW.ATELIERINC.COM ~ (831) 402 7413
LICENSE #734891

PROJECT DESCRIPTION:
PROPOSED ACCESSORY UNIT DWELLING- ANMAR RESIDENCE
718 SUNSET DRIVE-PACIFIC GROVE-CA-93950

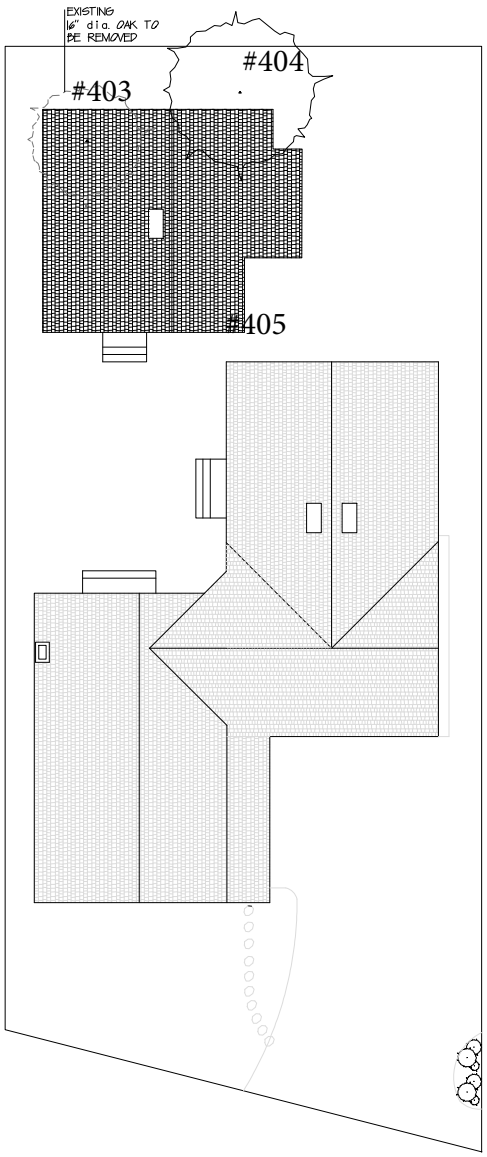
SHEET TITLE:
EXISTING/ PROPOSED SITE & ROOF PLAN

PROJECT #: # 1118

DATE: 11/04/2018

SCALE: 1/8"=1'-0"

SHEET #: A-2.0



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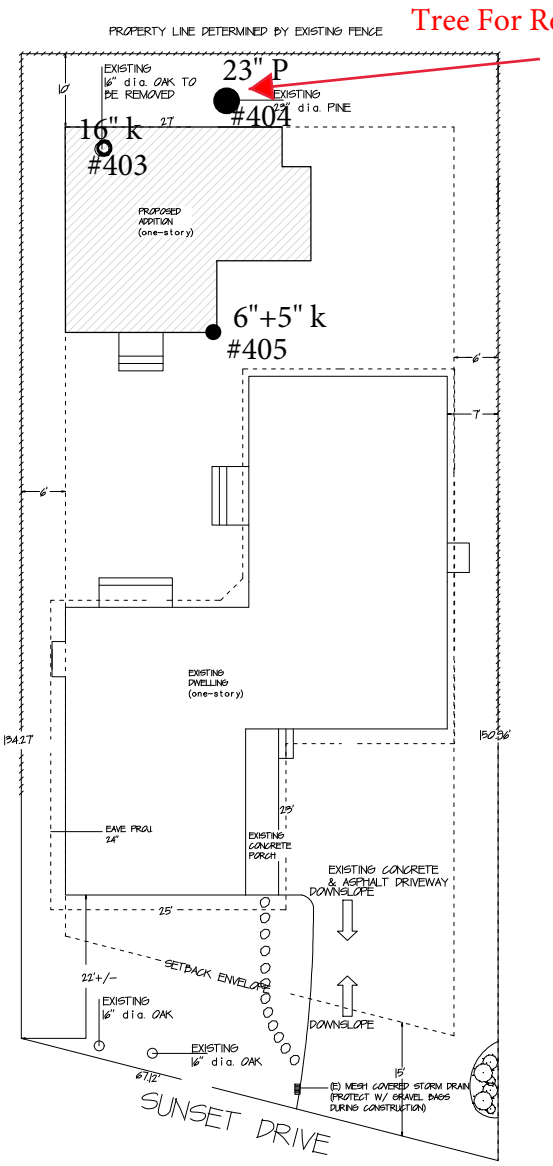

SITE PLAN

SCALE: 1/8"=1'-0"

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PROJECT #: # 1118

DATE: 11/04/2018

SCALE: 1/8"=1'-0"

SHEET #: A-2.0

City of Pacific Grove

300 Forest Avenue, Pacific Grove CA 93950

10/1/21
RE: Requested removal of Monterey pine at 718 Sunset

Mr. Moe Ammar

The City of Pacific Grove has reviewed the revised tree report that was provided to the Public Works Department and has also reviewed the tree in question and in person again on 9/29/2021. Per my original reply of February 8, 2019, Mr. Ono letter dated September 9, 2021, and Mr. Ono report dated September 22, 2021, my decision still stands to deny your request for removal.

As stated by your arborist, the findings are based on Bartlet Research laboratories and personal experience while not pertaining to the current situation of the subject tree.

The original report calls out for Implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots and describes root cutting as accepted and completed during spring, preferably done in the months of late June and July.

The arborist report states If at any time significant roots are discovered that will destabilize or negatively affect the tree, the property owner will be immediately notified and at that point a determination for removal will be assessed and made as required.

No preliminary exploration was noted by your arborist to determine if roots were present that would be in conflict of the proposed project and no contact was made during construction with the city arborist to indicate root pruning would be required or that proper construction design to prevent any damage would be necessary.

Recent findings of your arborist state that recent limb failures are likely do to effects of root removal for development contradicting previous statements that no significant roots were removed.

The city of Pacific Grove takes into great consideration the concerns and safety of its residents. Removal of the tree is premature based on the condition of the tree and lack of findings by your arborist.

Limb failure does occur during weather conditions and unless the entire tree has been compromised and in a state of disrepair, proper maintenance is the correct solution. The tree does have some lower limbs to the north over power lines that are recommended for removal to prevent failure and damage to power and communication lines. A large lateral limb of approximately 12 inches in diameter extends to the south over the constructed ADU. The lateral has been thinned with heavy end weight remaining. Although the attachment of this limb appears sound, weight reduction or possible removal is suggested as a precaution. One smaller mid canopy lateral limb remains that is compromised and should be removed. There are no indications of advanced beetle activity to the base of the trunk that would be an indication of decline of the tree. No swelling, cavities, conks, mushrooms, fractures, nesting or bird cavities are visible on the trunk that would indicate structural defects are present. The canopy remains intact with normal color and needle length for a tree of this size and age. Thinning canopy to the north is common on mature trees due to age and competition for light. If Pine Pitch Canker is present as stated by the arborist, it is minimal and does not warrant removal of the tree.

February 8, 2019

Moe and Buttler-Ammar
718 Sunset Dr
Pacific Grove, CA 93950

RE: Request for Monterey pine tree removal 718 Sunset Drive for proposed ADU

The request for removal has been denied based on the following reasons;

A. The tree in question does not meet the criteria of high-risk tree per the city tree ordinance 12.40.010

B. Per the arborist report, the initial concept (SITE PLAN) was to retain the Monterey pine.

Discussion

Per the arborist report pages 6/7: If at any time significant roots are discovered that will destabilize or negatively affect the tree, the property owner will be immediately notified and at that point a determination for removal will be assessed and made as required. It also goes on to state that Implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots etc. Page 7 of the arborist report (E) describes root cutting as accepted and completed during spring preferably done in the months of late June and July.

This tree is mature and healthy while it is a stand-out tree for the neighborhood. It is visible from Sunset drive and offers value to the surrounding community and wildlife. Trees in good condition can withstand root pruning while under the direction of a project arborist.

Recommendation

Retain the tree.

1. The arborist report does not identify any roots within the canopy of the proposed project that would affect the tree from development.

2. The property does not currently attain the canopy coverage required per CHAPTERS 12.10 TO 12.70 – TREES AND THE URBAN FOREST **12.20.080 Canopy coverage goals.**

3. If the ADU is to be developed in the proposed location that is described in the site plan, all work is to be hand done within the canopy of the tree. The project arborist will be notified of roots greater than 4 inches in diameter and the City Arborist is to be notified if the project arborist feels the stability or health of the tree will be compromised by root cutting. All efforts are too be made in regards to root retention by using the latest I.S.A. Best Management Practices - Root Management.

4. Only canopy pruning is allowed for safety trimming and will be approved by the City Arborist per a submitted tree application by the property owner.

Albert Weisfuss
Albert Weisfuss
City Arborist

RECEIVED
SEP 16 2021
CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

$ PAID
$216.00
9-17-21

TP21-104

CITY OF PACIFIC GROVE

Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
T :: 831.648.3190 • F :: 831.648.3184 • www.ci.pg.ca.us/cdd

Appeal Form

Appeal #: Appeal 21-104
Date: 9-16-21
Received By: CDD Staff
Total Fee: $216.00

Project Information

Project Address: 718 Sunset Dr. APN: 995 165 936000
☐ On HRI / ☐ Not on HRI
Application & No.: Tree permit application # TP-21-104
Applicant Name: Moe Ammar Phone #: 402 4490
Mailing Address: 718 Sunset Dr. PG 93950
Email Address: moeammar@pacificgrove.org
Owner Name: Same as above Phone #:
Mailing Address:
Email Address:

Action[1]

☐ ARB: Architectural Review Board
☐ CDD: Planning Staff
☐ HRC: Historic Resources Committee
☐ PC: Planning Commission
☑ NRC: Natural Resources Committee
☐ SPRC: Site Plan Review Committee
☐ ZA: Zoning Administrator

Date of Action:
Action Taken:

Appeal Information

Appellant Name: Moe Ammar Phone #: 402 4490
Mailing Address: Same as above
Email Address:
Appeal Deadline: 5:00 p.m. on ___/___/___
Grounds for Appeal: Appealing Mr. Al Weisfuss decision that denied removing my Pine tree

If necessary, use additional pages.

Fees

Discretionary Fees[2]	$
Appeal Fee = 25% of discretionary fees	$
Cost of publication of legal notice[3]	$
Photocopies ____ copies @ 10¢ each	$
Postage[4] ____ stamps @ 45¢ each	$
Other	$
Total Appeal Fee	

M Ammar
Appellant Signature

9/17/2021
Date

[1] See Table 23.70.012-1 in the Pacific Grove Zoning Code, which identifies roles of review authorities as they relate to appeals.
[2] Whatever fee was collected by the city for the application for use permit, architectural approval, variance, etc., or combination of more than one fee if more than one decision is being appealed.
[3] Currently averaging $1,000.
[4] Typically the number of address labels for parcels (or portions thereof) found within a 300 ft radius of the subject parcel (350 ft radius for homes in the Asilomar Dunes area) is approximately 120. Mailing is sent to owners and occupants (including most individual apartments) of properties.

Rev. 07/15/2020

PUBLIC WORKS DEPARTMENT
CITY OF PACIFIC GROVE
2100 Sunset Drive
Pacific Grove, CA 93950
Telephone: (831)648-5722

December 7, 2021

Moe Ammar
718 Sunset Drive
Pacific Grove, CA 93950

Re: Tree Appeal, Monterey Pine

Dear Mr. Ammar,

The City of Pacific Grove has received your appeal for one Monterey Pine located at 718 Sunset Drive. The appeal will be heard at the December 21, 2021, Beatification and Natural Resource Commission (BNRC) meeting.

The meeting will be held virtually, via zoom, at 4:00 pm. The meeting agenda and log in information for the meeting can be found on the BNRC webpage at this link:

cityofpacificgrove\BNRC

As the appellant you will get an opportunity to present your findings before the commission during the hearing.

Please let me know if you have any questions.

Regards,

Daniel Gho
Public Works Director
(831)648-5722

$ PAID 42

CITY OF PACIFIC GROVE

Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
T :: 831.648.3190 • F :: 831.648.3184 • www.ci.pg.ca.us/cdd

Appeal Form

Appeal #:
Date: 12/22/2021
Received By: JESSICA A.
Total Fee: 42

Project Information

Project Address: 718 Sunset APN:
☐ On HRI/ ☐ Not on HRI

Application & No.:
Applicant Name: Moe Ammar Phone #: 402 4490
Mailing Address: 718 Sunset Dr. PG
Email Address: moeammar@pacificgrove.org
Owner Name: Moe Ammar Phone #:
Mailing Address: Same ↑
Email Address:

Action[1]

☐ ARB: Architectural Review Board
☐ CDD: Planning Staff
☐ HRC: Historic Resources Committee
☐ PC: Planning Commission
☑ NRC: Natural Resources Committee
☐ SPRC: Site Plan Review Committee
☐ ZA: Zoning Administrator

Date of Action: 12/21/2021
Action Taken: Denied Tree Removal Permit

Appeal Information

Appellant Name: Moe Ammar Phone #: 402 4490
Mailing Address: 718 Sunset Dr.
Email Address: moeammar@pacificgrove.org
Appeal Deadline: 5:00 p.m. on ___/___/___
Grounds for Appeal: Disagree with BNRC decision

If necessary, use additional pages.

Fees

Discretionary Fees[2]	$ 42
Appeal Fee = 25% of discretionary fees	$
Cost of publication of legal notice[3]	$
Photocopies ____ copies @ 10¢ each	$
Postage[4] ____ stamps @ 45¢ each	$
Other	$
Total Appeal Fee	

M Ammar
Appellant Signature

12/22/2021
Date

RECEIVED
DEC 22 2021
CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

[1] See Table 23.70.012-1 in the Pacific Grove Zoning Code, which identifies roles of review authorities as they relate to appeals.
[2] Whatever fee was collected by the city for the application for use permit, architectural approval, variance, etc., or combination of more than one decision is being appealed.
[3] Currently averaging $250-300.
[4] Typically the number of address labels for parcels (or portions thereof) found within a 300 ft radius of the subject parcel (350 ft radius for homes in the Asilomar Dunes area) is approximately 120. Mailing is sent to owners and occupants (including most individual apartments) of properties.

PUBLIC WORKS DEPARTMENT
CITY OF PACIFIC GROVE

2100 Sunset Drive
Pacific Grove, CA 93950
Telephone: (831)648-5722

December 28, 2021

Moe Ammar
718 Sunset Drive
Pacific Grove, CA 93950

Re: Tree Appeal, Monterey Pine

Dear Mr. Ammar,

The City of Pacific Grove has received your appeal for one Monterey Pine located at 718 Sunset Drive. The appeal will be heard at the January 19, 2022, City Council meeting.

The meeting will be held virtually, via zoom, at 6:00 pm. The meeting agenda and log in information for the meeting can be found on the City of Pacific Grove's webpage at this link:

cityofpacificgrove\citycouncil

As the appellant you will get an opportunity to present your findings before the commission during the hearing.

Please let me know if you have any questions.

Regards,

Daniel Gho
Public Works Director
(831)648-5722

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: January 19, 2022

SUBJECT: Public Works Warehouse and Office Building Fire Replacement and Repair

CEQA: Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

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RECOMMENDATION

Authorize an agreement with Jacob Construction & Design not to exceed $485,643 plus a 15% contingency for the replacement of the metal building & repairs to the administration office at the Public Works Corporation Yard.

DISCUSSION

On June 5, 2021, a vehicle traveling southbound on Grove Acre Ave left the roadway after crossing Sunset Dr. The vehicle struck the curb and continued to travel south crashing through the Public Works chain link fence and colliding with a Public Works building. This caused a major fire that destroyed the metal warehouse, which housed the sites main electrical panels, IT infrastructure, phone systems, and various documents and materials.

The Administrative Office, attached to the metal warehouse, also sustained significant water and smoke damage and is unsafe to occupy.

Following the incident, water and fire remediation activities were conducted to clear debris and damaged materials. A structural engineer was also consulted to assess the damage of the structures and provide recommendations for repair; this review was utilized as the basis for the development of a Request for Qualifications (RFQ) for repairs to the damaged structures on site.

On September 22, 2021, the City issued an RFQ for repairs to the Public Works Yard which included the following scope of work:

Warehouse
· Demolition of the existing 3,240 square foot metal structure
· Design of the new structure with plans delivered to City for approvals, and
· Fabrication and installation of new warehouse, including paint to match existing buildings on site

Administration Office
· Remove and replace damaged 2x4 studs and sheetrock
· Remove entire roof and replace with new trusses, plywood sheathing, trim and 30-year composite roof

· Install new flooring, and
· Install central heating unit

On October 20, 2021, the RFQ period closed. The City received two proposals from the following firms

Company Name	Bid Amount
Jacob Construction & Design	$485,643
Diede Construction Inc.	$885,000

City staff has qualified Jocob Construction & Design as the lowest responsible bidder. Their proposal was also reviewed by Sedgwick, the independent insurance adjusters, assisting the California Joint Powers Authority (CJPIA) with the fire claim.

The scope of work for this project does not include electrical repairs. Development of plans and specifications for repairs and upgrades to the Public Works electrical system is currently underway by a qualified electrical engineering firm. Following completion of plans and specifications, the City will issue an RFP. This will be a separate agreement, which will return to the City Council for authorization

OPTIONS

1. Do not authorize agreement and provide alternative direction.

FINANCIAL IMPACT:

This project is funded under the City's existing property insurance coverage with the California Joint Powers Insurance Authority (CJPIA). The City will be fully reimbursed for this project by Sedgwick, an independent insurance adjuster, assisting the CJPIA with this claim.

The City's $10,000 deductible related to this claim has already been met with costs associated with the initial post-fire response to get the department operational. This deductible was paid for via the City's existing Liability Fund budget.

As part of Ordinance 21-026, the City Council authorized a budget adjustment which included the allocation of $300,000 to the Capital Improvement Fund (Fund 63) to cover the initial costs associated with the fire damage repairs. This figure was based on a rough estimate developed by the City's claims adjuster at the onset of the damage and prior to the issuance of an RFQ. City staff will return with an updated budget adjustment as part of the mid-year budget process to increase the fire damage improvements and repair appropriation to match the authorized contract amount. The mid-year budget is anticipated to be brought for review at the second meeting in February or the first meeting in March.

Attachment 1 is a memo from Sedgwick accepting the $485,643 proposal by Jacob Construction & Design and requesting permission for advanced payment to assist with the commencement of the repairs.

GOAL ALIGNMENT: City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, and parks and trails.

Attachments

Sedgwick Approval Letter
Jacobs Construction Contract

Logan R. Pase
Phone: 818.736.4980
Fax: 747.477.1115
1612 W. Olive Avenue Suite 301
Burbank, CA 91506
Logan.Pase@Sedgwick.com

December 16, 2021

City of Pacific Grove
300 Forest Ave
Pacific Grove CA 93950.

Attention: Daniel Gho
Public Works Director

RE:	Loss Report Number:	1623692280
	Insured:	City of Pacific Grove
	Coverage:	MOC-PP
	Term:	07/01/20 - 07/01/21
	Date of Loss:	June 5th, 2021
	Type of Loss:	Vehicle impact / Fire Damage
	Location of Loss:	Pacific Grove Public Works Yard 2100 Sunset Drive Pacific Grove, CA 93950
	Sedgwick File Number:	BUR21039880

Dear Mr. Gho,

As you know, we are independent insurance adjusters assisting the California Joint Powers Insurance Authority (CJPIA) with the investigation of the above captioned claim.

The purpose of this letter is to advise you that we are accepting of the attached repair estimate provided by Jacob Construction Company & Design for $485,643.00 which includes the replacement of the damaged metal building and repair of connected offices at the City of Pacific Grove Public Works Corporate Yard.

If any change orders are received, please notify us forward them to the undersigned as soon as possible for review.

We are requesting permission for advance payment of a portion of the total repair estimate to assist with the commencement of repairs. Once repairs are completed and a final repair invoice has been received, we will request permission to issue final payment.

We thank you for your cooperation in this matter. If there are any questions or concerns, please contact the undersigned.

Sincerely,

Logan Pase
Regional General Adjuster

Logan R. Pase
Phone: 818.736.4980
Mobile: 747.201.0807
Fax: 747.477.1115
1612 W. Olive Avenue Suite 301
Burbank, CA 91506
Logan.Pase@Sedgwick.com

Enclosures:

Repair estimate by Jacob Construction Company & Design

CITY OF PACIFIC GROVE
CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective **January 31, 2022,** by and between the City of Pacific Grove, a municipal corporation ("City"), and **Jacob Construction & Design** ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on **January 31, 2022,** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

   CONTRACTOR shall perform within the time set forth in the project specifications and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the **design/construction of the metal building and repairs to the administration office at the Public Works Yard** "Work" for the **Public Works Fire Damage Improvements & Repairs Project** (hereinafter "Project").

   By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the City, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

3. PERFORMANCE

   a. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this Agreement.

b. CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. CONTRACTOR further agrees to take all necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. CONTRACTOR shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c. CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

d. CONTRACTOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e. CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by CONTRACTOR or in any way affect the performance of its service pursuant to this Agreement. CONTRACTOR shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.

f. CONTRACTOR agrees to comply with all the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g. CONTRACTOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither CONTRACTOR nor any person acting on CONTRACTOR's behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. CONTRACTOR further agrees to comply with all laws with respect to employment when performing this Agreement.

h. CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

i. To ensure performance, CONTRACTOR must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Agreement.

j. CONTRACTOR declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from CONTRACTOR, or from any officer, employee or agent of CONTRACTOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. <u>REGISTRATION REQUIREMENTS</u>

Pursuant to Section 1771.1(a) of the Labor Code:

a. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

b. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR shall ensure registration with the DIR that is active and in good standing.

c. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

d. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

e. This Project is subject to compliance monitoring and enforcement by the DIR.

f. CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under $1,000, unless the City knows that

the same CONTRACTOR will be awarded total project costs in excess of $1,000 for a given year.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONTRACTOR is bound by the contents of City's Request for Proposal on file at the Public Works Department hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONTRACTOR, available on file at the Public Works Department, hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONTRACTOR's proposals.

6. CITY MANAGEMENT

Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONTRACTOR, but not including the authority to enlarge the Scope of Work or change the compensation due to CONTRACTOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change CONTRACTOR's compensation, subject to Section 7 hereof.

7. PAYMENT

a. City agrees to pay CONTRACTOR monthly, in accordance with the bid on file at the Public Works Department attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. **THIS AMOUNT SHALL NOT EXCEED $485,643 PLUS A 15% CONTINGENCY** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to a total threshold of $40,000, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONTRACTOR will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONTRACTOR's fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Retention of securities: Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of CONTRACTOR.

e. Final Payment: Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the City to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

8. INSPECTION

City shall at all times have the right to inspect the work and materials. CONTRACTOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONTRACTOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then City may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the City, or the CONTRACTOR shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the City.

10. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONTRACTOR at least thirty (30) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this Agreement, unless the notice provides otherwise.

If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to CONTRACTOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, CONTRACTOR will submit an invoice to the City pursuant to Section 7.c.

11. DEFAULT OF CONTRACTOR

a. CONTRACTOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONTRACTOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this Agreement immediately by written notice to CONTRACTOR. If such failure by CONTRACTOR to make progress in the performance of work hereunder arises out of causes beyond CONTRACTOR's control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.

b. If the City Manager or designee determines CONTRACTOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONTRACTOR a written notice of the default. CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONTRACTOR fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

12. OWNERSHIP OF DOCUMENTS

a. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. CONTRACTOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at CONTRACTORS office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Pacific Grove City Hall for a minimum period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

13. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both City and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

14. INDEMNIFICATION

CONTRACTOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and CONTRACTOR, or should City otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where

City's active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

15. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

16. INDEPENDENT CONTRACTOR

a. CONTRACTOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of CONTRACTOR under this Agreement, while engaged in the performance of any work or services required by CONTRACTOR under this Agreement, shall be considered employees or sub-contractors of CONTRACTOR only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or

omission on the part of the CONTRACTOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

17. PREVAILING WAGE

Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Monterey County. Wage rates shall conform with those posted by Contractor and at the Project site. The following Labor Code sections are hereby referenced and made a part of this Agreement:

a. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
b. Section 1777.4 - Apprenticeship Requirements.
c. Section 1777.5 - Apprenticeship Requirements.
d. Section 1813 - Penalty for Failure to Pay Overtime.
e. Sections 1810 and 1811 - Working Hour Restrictions.
f. Section 1775 - Payroll Records.
g. Section 1773.8 - Travel and Subsistence Pay.
h. Section 1778 – Kickbacks.
i. Section 1779, 1780 – Acceptance of Fees.
j. Section 1771.4 – Certified Payroll.

Pursuant to the Labor Code, City is required to withhold from any progress payments owed to a contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Project performed under this Agreement.

19. CONFLICT OF INTEREST

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement.

CONTRACTOR covenants that neither they nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. CONTRACTOR further covenants that CONTRACTOR has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that CONTRACTOR and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing CONTRACTOR's and/or such other person's financial interests.

20. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

21. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by CONTRACTOR in performance of this Agreement shall be considered confidential and shall not be released by CONTRACTOR without City's prior written authorization. CONTRACTOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives City notice of such court order or subpoena.

b. CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or

party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

22. SUBSURFACE HAZARDOUS MATERIALS

a. In the event trenches or other excavations extend deeper than four (4) feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

   i. Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

   ii. Subsurface or latent physical conditions at the site differing from those indicated.

   iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.

b. Upon receipt of said notification, City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the Specifications.

c. In the event a dispute arises between the City and CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

23. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if Work is not completed within the Agreement time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the

CONTRACTOR shall pay to the City the $1,000 or each and every calendar day of delay beyond the Agreement Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Agreement activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that City may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Section does not exclude recovery of damages under provisions of the Agreement Documents and is expressly in addition to the City's ability to seek other damages.

Parties will meet and agree on a contract schedule. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

24. WARRANTY

In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from CONTRACTOR's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, CONTRACTOR shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials

and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind.

CONTRACTOR hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

25. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the City under this Agreement.

26. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	Daniel Gho, Public Works Director City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950
To CONTRACTOR:	Jacob Pickering, President 2436 Broad Street, Suite A San Luis Obispo, CA 93401 805-441-1766

27. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

28. ASSIGNMENT

CONTRACTOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

29. GOVERNING LAW

City and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. CONTRACTOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

30. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

31. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that they have the authority to execute this Agreement on behalf of the CONTRACTOR and the authority to bind CONTRACTOR to the performance of its obligations hereunder.

32. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

33. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

a. This document represents the entire and integrated Agreement between City and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

b. Any modification or amendment to this Agreement must be in writing.

c. Neither City nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

34. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF PACIFIC GROVE	CONTRACTOR
By:_____	By:_____
Public Works Director	.
Date: _____	Date: _____
By: _____	By: _____
City Mayor	
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Exhibit A

Scope of Work/Services

CONTRACTOR shall provide the City with services per the Request for Qualifications (RFQ) titled "Design/Build Services for Public Works Department Metal Building & Repairs to the Administrative Office," issued September 22, 2021, and the Statement of Qualification (SOQ) submitted by Jacobs Construction & Design dated October 20, 2021. The RFQ and SOQ are incorporated herein by reference and made an integral part of this agreement.

The Scope of Work for the project is noted below.

METAL BUILDING

The scope of work for the metal building includes:

- **Demolition:** Demolition of the existing 3,240 SF main metal structure and 2 small structures on the east side of the building (approximately 20'x 12' and 16' x12'). Demolition activities shall include proper hauling and disposal of materials.
    - *Deliverable:* This task shall also include development of a demolition and disposal plan which shall be an element of the final Construction Documents submittal.
- **Design of a new metal structure.** Design development shall include:
    - Saw-cutting and/or core drilling to determine the typical representative footing sizes for the new steel framed structure, to assure it meets design requirements.
    - Ensuring the design shall allow for proper venting, egress, and meet all California Building Code requirements
    - Incorporation of an additional exterior door on the east side of the building (approximate dimensions 12' x10') to accommodate equipment
    - In addition to the main building structure, the design shall include a metal generator enclosure (~16"x 12") and a metal storage shed (20' x 12')
        - *Deliverable:* A full set of design plans shall be submitted to the City in advance of fabrication and final construction drawings.
- **Fabrication and installation.** The metal structures shall be fabricated and installed based on the approved plans and specifications following the design process
    - Once installed the new metal structure shall be painted to match the adjacent bays
        - *Deliverable:* Construction Documents shall be submitted to the City.

ADMINISTRATIVE OFFICE

The scope of work for repairs to the administrative office building includes:

- Removal and replacement of all 2" x 4" studs on the backwall
- Installation of sheetrock walls with smooth finish (40'x 8')
- Removal and replacement of the roof plywood sheathing (to match existing thickness)
- Removal and replacement roof trusses for the entire length of the office building
- Installation of ~700 SF of Commercial LVT wood plank 138 Kingsley and reinstall existing trim (to be provided by the City)
- Installation of new 30-year composite asphalt shingle roofing to match existing roofing materials

- Installation of central heating for a building the size of ~700 SF with 4 heating registers (1 in the restroom, 2 on the backwall and 1 in the office) and ducting.
    - Heating Specifications: Bryant forced air heating system, 40,000 BTU output, energy efficient

All work outlined in this agreement, and in the RFQ document, shall be performed in a workman like manner and in accordance with industry standards.

Exhibit B

Insurance Specifications

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Builder's risk insurance (construction contracts as applicable). Upon commencement of construction and with approval of City, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2)

coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

1. Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its

officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONTRACTOR or City will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the City and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONTRACTOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Laurel O'Halloran, Associate Planner
MEETING DATE:	January 19, 2022
SUBJECT:	Status of the City's MPWMD Water Allocation, Water Entitlement and City's Water Wait List Architectural Permits
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive a report on the status of the City's water reserves per the November 2021 Monterey Peninsula Water Management District (MPWMD) monthly allocation report and monthly entitlement report and discuss potential options for owners on the City's Water Wait List.

DISCUSSION

The Municipal Code PGMC 11.68 governs the City's water distribution regulations and established priority dates for wait-listed applications. City Council last received a status report on March 4, 2021. Each month, the MPWMD releases a Monthly Allocation Report and a Monthly Entitlement Report in the MPWMD Regular meeting agenda packet. The most recent reports available for the month of November 2021 state the City has a total of 31.762 acre-feet of entitlement water available for purchase.

Entitlement Water

Entitlement water became available in 2019 and the City began sales of entitlement water in July 2019. Residential projects requesting water include existing established single-family residential units that are purchasing entitlement water to add bathroom(s), laundry rooms and/or utility sinks and accessory dwelling units (ADU's).

Approximately 9.296 AF remains available for purchase for affordable units. This includes ADU's according to Council's entitlement water allocation direction. This amount represents approximately 150 new ADU's or 87 multi-family units using the MPWMD factors. To date new accessory dwelling units, represent the bulk of the 2.204 AF of affordable housing entitlement water that is distributed. These are new residential units that serve to increase the City's housing stock. On December 15, 2021, the City Council agreed to extend the existing 30% discount to the water entitlement price until the end of the 21/22 fiscal year.

Commercial projects utilizing entitlement water include the PG Hotel located at 157 Grand Ave. and the mixed-use project at 520 Lighthouse Ave. Water has been distributed by the MPWMD for the 520 Lighthouse mixed use project, final occupancy is not granted until the promissory agreement is paid in

full. Council will be considering a promissory agreement for the PG Hotel as well.

Water Wait List Update
The City has maintained a Water Wait List (WWL) for vacant properties where owners are unable to purchase water entitlement. California American Water (Cal-Am) has been operating under a de facto moratorium since 2009 when the State Water Resources Control Board (SWRCB) issued a cease-and-desist order (CDO) reducing Cal-Am Carmel River water diversions thereby limiting the utility's ability to set new water meters on vacant properties.

In other words, all vacant properties throughout the City that do not already have a water meter cannot be provided one by Cal-Am. There are eleven (11) vacant lots on the WWL due to the property owner's current inability to receive a new meter. In August 2021 the City Council voted to adopt Ordinance 21-022 a temporary moratorium on new Community Development applications for projects not able to obtain water permits by reason of the SWRCB CDO. While this is helpful for preventing new applicants from being caught in a situation of expiring Architectural Permits (AP), it does not help people already on the WWL.

WATER WAIT LIST AND EXPIRED ARCHITECTURAL PERMITS
Staff has been asked to provide the City Council with options to assist the property owners who are on the City's wait list.

Option 1: Contact each property owner on the WWL to see if they would prefer to be removed if they could have the permit fees refunded. To refund the owners on the wait list would cost approximately $36,500.

Option 2: If directed, Staff would undertake amendment(s) to the Pacific Grove Municipal Code Title 23.73.050 (c) to include language (shown in underline) pertaining to the Water Wait Listed Architectural Permits as follows:

(c) Extensions of Time by Chief Planner. The chief planner is authorized to renew any community development permit that would otherwise expire after one year. Renewals shall be for one year with a maximum of two renewals. <u>If the property is on the WWL, the community development permit shall be considered valid for five (5) years with a one-time five (5) year renewal option.</u>

This process would allow an owner with an approved Architectural Permit (AP) that is also on the WWL to have a 10-year lifespan; and at the time the property is issued a water meter the applicant may apply directly for a building permit. As with all building permits, Planning staff would conduct a plan check review to ensure compliance with the approved discretionary permit. If there are substantial changes to the original approved AP then an appliation for an amendment to the planning approval will be required.

Option 2a: The City Council could require an alternative time frame from that above for the vested WWL Architectural Permits to be reviewed and notice the neighbors at a minimal cost to the applicants, such as every five years or every ten years. If this route is chosen it could result in an approved permit having to return to the review authority for a noticed public hearing when there may or may not be substantive changes to the approved design. Staff does not recommend this option.

OPTIONS

1. Take no action.
2. Provide an alternative direction.

FINANCIAL IMPACT:

Allocation and/or sales of potable water to property owners for property improvements may result in increased property tax revenue for the City. Potential financial benefits include increased sales tax from commercial projects, increased sales taxes from commercial leases on City owned property and increased tourism due to improvements, and potential increased revenue from higher assessed values of residential projects. An update on water entitlement sales is anticipated to be provided as part of the mid-year budget process.

The adoption of Option 1 (permit fee refunds) would have a financial impact of approximately $36,500.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

MPWMD Report

EXHIBIT 21-B
MONTHLY ALLOCATION REPORT
ENTITLEMENTS
Reported in Acre-Feet
For the month of November 2021

Recycled Water Project Entitlements

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
Pebble Beach Co. [1]	212.570	1.150	32.261	180.309
Del Monte Forest Benefited Properties [2] (Pursuant to Ord No. 109)	152.430	0.180	64.614	87.816
Macomber Estates	10.000	0.000	10.000	0.000
Griffin Trust	5.000	0.000	4.829	0.171
CAWD/PBCSD Project Totals	**380.000**	**1.330**	**111.704**	**268.296**

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
City of Sand City	206.000	0.000	7.677	198.323
Malpaso Water Company	80.000	0.023	19.578	60.422
D.B.O. Development No. 30	13.950	0.000	3.784	10.166
City of Pacific Grove	38.390	0.132	6.628	31.762
Cypress Pacific	3.170	0.000	3.170	0.000

Increases in the Del Monte Forest Benefited Properties Entitlement will result in reductions in the Pebble Beach Co. Entitlement.

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Laurel O'Halloran, Associate Planner
MEETING DATE:	January 19, 2022
SUBJECT:	Promissory Agreement for Payment of Water Entitlement for the PG Hotel, formerly known as the Hotel Durrell
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve a promissory agreement for water entitlement for the Pacific Grove (PG) Hotel, formerly known as the Hotel Durrell, to be located at 157 Grand Avenue (APN 006-173-002)

DISCUSSION

The Pacific Grove Municipal Code (PGMC) sets forth water distribution rules in Title 11. Chapter 11.68 governs Water Entitlement processes by which potable water made available by funding and operation of the Pacific Grove Local Water Project (PGLWP) are available for sale. The City began sales of entitlement water in July 2019.

Commercial projects purchasing water entitlement include the PG Hotel located at 157 Grand Avenue and the mixed-use project at 520 Lighthouse Ave. Water has been distributed by the MPWMD for the 520 Lighthouse mixed-use project. Final occupancy will not be granted until the promissory agreement is paid in full.

At the September 1, 2021, City Council meeting the City Council adopted Ordinance 21-023 to approve a code change to 11.68.040 *Entitlement Water* to enable Promissory Agreements associated with payment of entitlement water sales. Per PGMC 11.68.040 (c), City Council approval shall be required for the City to enter into any promissory agreement related to payment for entitlement water. The maximum amount payable pursuant to the promissory agreement shall not exceed 90 percent of the purchase price with a 10 percent deposit required at the time of the execution of the agreement.

The PG Hotel is requesting Council approval for a Promissory Agreement to defer the payment of water entitlement, due to the scale of the project. The opportunity to stage costs can promote completion of projects that rely on construction loan financing. The obligation to pay water entitlement costs will be secured by the City's ability to withhold final occupancy permits. The 8.66 acre-feet requested will cost $1,515,500.00 with the 30% discount recently reauthorized by the City Council and in effect until June 2022. The required 10% deposit in the amount of $151,550.00 will need to be paid to execute the Promissory Agreement.

OPTIONS

1. Do not approve Promissory Agreement.
2. Provide an alternative action.

FINANCIAL IMPACT:

The issuance of a Promissory Agreement is neither a gift or water nor of public funds. The Agreement simply allows the developer of a large project, as defined in PGMC 11.68.040, to leverage financing so that the large financial outlay associated with the purchase of water can be deferred until the time of final inspection and certificate of occupancy. This is a tool that can help investment in the City and increase revenues. Resulting from increased sales and property tax. Conversely, the City will not "lose" money if the applicant defaults on the Agreement as no the Agreement does not constitute a loan and the City will retain the 10% deposit.

GOAL ALIGNMENT: Facilitate Local Business Recovery: Review and revise existing policies and programs and develop a strategic plan to better serve existing businesses.

Attachments

Draft Promissory Agreement

Draft Deed of Trust

Certificates of Good Standing

Water Release Form

Water Subscription Agreement

PROMISSORY AGREEMENT

This Promissory Note, ("NOTE") dated for reference purposes as of _____ ("Effective Date"), is made in consideration of the mutual covenants and conditions set forth below, by which the Parties agree as follows:

The CITY OF PACIFIC GROVE (CITY)

hereby promises to sell, transfer and convey to

ROHNERT PARK RI LP, BELVNUS, LLC,
TRAVEL INN ASSOCIATES, LP, and MOHAMMAD REZAI
(Collectively, BUYER)

Water Entitlement in the amount totaling **8.66 AF** which is the subject of this NOTE under the terms and conditions set forth below.

FOR VALUE RECEIVED, THE UNDERSIGNED, JOINTLY AND SEVERALLY, PROMISES:

1. BUYER is the owner of record of the property commonly known as 157 Grand Avenue, APNs 006-174-003, 006-174-011, & 006-174-012 (the Property). Title of the Property is taken as follows:

   ROHNERT PARK RI LP. A CALIFORNIA LIMITED PARTNERSHIP AS TO AN UNDIVIDED 62.0% INTEREST; BELVNUS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 21.0% INTEREST; TRAVEL INN ASSOCIATES, LP, A CALIFORNIA LIMITED PARTNERSHIP AS TO AN UNDIVIDED 7.0% INTEREST AND MOHAMMAD REZAI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 10.0% INTEREST

2. This NOTE evidences the obligation of BUYER to CITY for repayment of funds under a Water Subscription Agreement between BUYER and CITY. The terms and covenants of the Water Subscription Agreement are incorporated in this NOTE by reference, as if set forth in its entirety.

3. The Water Entitlement subject to this NOTE shall be used coley upon the Property and shall be subject to the conditions contained herein and in Water Subscription Agreement.

4. PRINCIPAL: BUYER promises to pay CITY the principal sum of **$1,515,500.00**, calculated at the rate of $175,000 per Acre Foot.

PAYMENT PROVISIONS: This Note shall be repaid by an initial down payment of **$151,550.00**, representing ten percent (10%) of the NOTE's Principal. This down payment is non-refundable and shall be due upon execution of this NOTE. Payment of the remaining balance shall be deferred until BUYER submits a Notice of Completion to CITY. A Final Inspection shall be dependent on full and complete satisfaction of this NOTE and release of the Water Entitlement for use by BUYER on the property At any time while not in default under this NOTE, BUYER may pay the outstanding balance then owing under this NOTE to CITY, without penalty.

5. INTEREST: This NOTE shall accrue interest at the rate of zero (0) percent per annum provided the BUYER is not in default. Should the BUYER be in default as to the terms of the NOTE, interest on the unpaid principal of this NOTE shall accrue interest which shall be payable at the rate of ten (10) percent per annum.

6. This NOTE is secured by a Deed of Trust recorded in the office of the County Recorder of Monterey County (Trust Deed). The Trust Deed securing this NOTE provides that CITY may at its option, declare all funds secured by the Trust Deed immediately due and payable, if any interest in the real property is sold, transferred or conveyed to any person, whether voluntarily or involuntarily. The Trust Deed further provides that if BUYER does not comply with the requirements of the Water Subscription Agreement and fails to come into compliance with the Agreement within ten (10) days after CITY's written notice to BUYER of such failure, CITY may at its option, declare all funds secured by the Trust Deed immediately due and payable.

7. To the extent applicable, BUYER shall maintain its corporate existence in good standing in California. BUYER shall maintain in force all licenses, approvals, and agreements, the loss of which could have a material adverse effect as to performance on this NOTE. BUYER shall provide to CITY a Certificate of Good Standing or Certificate of Existence from the appropriate authority, submitted within ten days upon request by CITY, certifying that BUYER is in good standing as a corporation or as an LLC, as may be applicable, in the State of California.

8. DEFAULT: All sums remaining unpaid under this NOTE shall become immediately due and payable, at CITY's option, upon ten (10) day's calendar notice without further demand, or presentment, and regardless of any prior forbearance, on the occurrence of any of the following events:
    a. BUYER's failure to make any payment when due under the terms of this NOTE;
    b. The filing of a petition in bankruptcy by, or the initiation of any proceeding under any bankruptcy or insolvency laws against, the BUYER or any present or future guarantor of this NOTE;
    c. BUYER's or any present or future guarantor's default under any agreement or instrument executed in connection with this NOTE; or
    d. The revocation of any guaranty of this NOTE by any guarantor.

9. POST DEFAULT INTEREST: Upon default, interest on the unpaid principal balance of this NOTE is payable at the rate of ten (10) percent per annum until this NOTE is paid in full, or until the date of Water Entitlement revocation occurs as provided below.

10. PAYMENT OF NOTE COSTS AND EXPENSES BY CITY: If the CITY has required the BUYER or any other holder of this NOTE to pay immediately in full as described above, CITY shall have the right to be reimbursed by BUYER for all of its costs and expenses to the extent not prohibited by applicable law, including but not limited to, outside collection agencies and reasonable attorney's fees.

11. REVOCATION OF WATER ENTITLEMENT UPON DEFAULT: Upon any event of default referenced above, the CITY at CITY's option, upon ten (10) day's calendar notice without further notice, demand, or presentment, and regardless of any prior forbearance, may revoke in full or in part the increment of Water Entitlement provided in the Water Subscription Agreement referenced above, in proportion to remaining sums (not to include interest, costs or fees) that are unpaid by the BUYER.

12. General Provisions:

    a. ATTORNEYS' FEES AND COSTS: If any action is commenced which arises out of or related to this Promissory Note, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenditures in the action, in addition to costs and expenditures otherwise allowed by law. Recovery of these fees or expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding. In any matter arising out of or relating to the bankruptcy of BUYER, BUYER agrees to pay all of CITY's costs and expenditures, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting CITY's rights or interests.

    b. NON-WAIVER: No failure or delay by CITY in exercising CITY's rights under this NOTE shall be considered a waiver of such rights.

    c. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the Parties at the addresses listed below.

    d. WAIVER: Any waiver of any terms and conditions of this NOTE must be in writing and signed by the CITY and the BUYER. A waiver of any of the terms and conditions shall not be construed as a waiver of any other terms or conditions in this NOTE.

    e. COMPLIANCE WITH APPLICABLE LAW: The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

    f. GOVERNING LAW. This NOTE shall be governed by and interpreted under the laws of the State of California. Venue for any action shall be in the County of Monterey.

g. COUNTERPARTS. This NOTE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same NOTE.

h. AUTHORITY. Any individual executing this NOTE on behalf of the CITY or the BUYER represents and warrants hereby that he or she has the requisite authority to enter into this NOTE on behalf of such Party and bind the Party to the terms and conditions of this NOTE.

i. INTEGRATION. This NOTE including the exhibits and any documents incorporated by reference, represent the entire agreement between the CITY and the BUYER with respect to the subject matter of this NOTE and shall supersede all prior negotiations, representations, or agreements, either written or oral, between CITY and BUYER as of the effective date which is the date that the CITY signs the NOTE.

j. SEVERABILITY. If any of the provisions contained in the NOTE are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the NOTE for any cause. If a part of this NOTE is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this NOTE is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

13. EXECUTION: The BUYER executes this NOTE as a principal and not as a surety. If there is more than one BUYER, each BUYER shall be jointly and severally liable under this NOTE.

[signature page to follow]

IN WITNESS WHEREOF, CITY and BUYER have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE	**BUYER**
By: _____ City Manager	_____ Name
Date: _____	By: _____ (Signature of Chair, President, or Vice-President) *
By: _____ Mayor	_____ (Printed Name and Title)
Date: _____	Date: _____

Attachment: Water Subscription Agreement
Certificate of Good Standing
Deed of Trust

RECORDING REQUESTED BY
CITY OF PACIFIC GROVE

AND WHEN RECORDED MAIL TO
City of Pacific Grove
Attn: CDD
300 Forest Avenue
Pacific Grove, CA 93950

No fee document pursuant to Government Code Section 27383

CITY OF PACIFIC GROVE

DEED OF TRUST

WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this _____, 2022, between Rohnert Park RI LP, Belvnus, LLC, Travel Inn Associates, LP, and Mohammad Rezai (herein collectively called TRUSTOR), whose property is located at 157 Grand Avenue, Pacific Grove, California 93950, Old Republic Title Company, a California corporation (herein called TRUSTEE), and the City of Pacific Grove (herein called BENEFICIARY),

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION that Property in the City of Pacific Grove, County of Monterey, State of California, described as:

See legal description attached as **EXHIBIT "A"** and incorporated herein by reference,

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon BENEFICIARY to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum **One Million, Five Hundred Fifteen Thousand Five Hundred Dollars ($ 1,515,500)** with interest thereon according to the terms of a Promissory Note herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; (2) the performance of each agreement of TRUSTOR incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to TRUSTOR, or its successors or assigns, when evidenced by a promissory note reciting that it is secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the Property above described, TRUSTOR expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the Agreements, Terms and Provisions set forth in the attached **EXHIBIT "B,"** incorporated herein by reference.

It is mutually agreed that all of the Agreements, Terms and Provisions set forth in **EXHIBIT "B"** shall inure to and bind the parties hereto, with respect to the Property above described.

The undersigned TRUSTOR requests that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

Date: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENTS

State of California
County of _____

On _____ before me, _____, a Notary Public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature_____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION

APN: 006-174-003,
006-174-011,
006-174-012

EXHIBIT "B"

AGREEMENTS, TERMS, AND PROVISIONS

The following is incorporated by reference in the foregoing Deed of Trust as being a part thereof as if set forth at length therein.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon without prior written City approval; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide TRUSTEE 90-days' advance written notice of any change in ownership, management, or control of said property; to provide 90-days advance written notice of any change or revocation to the "Tenant In Common Agreement" Effective March 12th, 2020 regarding said property.

(3) To provide, maintain and deliver to BENEFICIARY fire insurance satisfactory to and with loss payable to BENEFICIARY. The amount collected under any fire or other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine, or at option of BENEFICIARY the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which BENEFICIARY or TRUSTEES may appear, and in any suit brought by BENEFICIARY to foreclose this Deed of Trust.

(5) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should TRUSTOR fail to make any payment or to do any act as herein provided, then BENEFICIARY or TRUSTEE, but without obligation so to do and without notice to or demand upon TRUSTOR and without releasing TRUSTOR from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; pay, purchase, contest or compromise any encumbrance, charge, or lien

which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(6) To pay immediately and without demand all sums so expended by BENEFICIARY or TRUSTEE, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the BENEFICIARY not to exceed the maximum allowed by law at the time when said statement is demanded.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY who may apply or release such moneys received by it in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, BENEFICIARY does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of BENEFICIARY and presentation of this Deed of Trust and said Promissory Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Promissory Note to TRUSTEE for cancellation and retention or other disposition as TRUSTEE in its sole discretion may choose and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, BENEFICIARY may declare all sums secured hereby immediately due and payable by delivery to TRUSTEE of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice TRUSTEE shall cause to be filed for record. BENEFICIARY also shall deposit with TRUSTEE this Deed of Trust, said Promissory Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of TRUSTEE and of this Trust, including cost of evidence of title in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) BENEFICIARY, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any TRUSTEE named herein or acting hereunder, which instrument, executed by the BENEFICIARY and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the TRUSTEE predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original TRUSTOR, TRUSTEE and BENEFICIARY hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term BENEFICIARY shall mean the owner and holder, including pledgees of the Promissory Note secured hereby, whether or not named as BENEFICIARY herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The TRUSTEE accepts this Trust when this Deed of Trust, duty executed and acknowledged, is made a public record as provided by law. TRUSTEE shall notify any party hereto of pending sale under any other Deed of Trust.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	BELVNUS, LLC
File Number:	201733210050
Registration Date:	11/17/2017
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of January 5, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 6, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: Z2X3G6R

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	ROHNERT PARK RI L.P.
File Number:	201217300011
Registration Date:	06/21/2012
Entity Type:	DOMESTIC LIMITED PARTNERSHIP
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of January 5, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 6, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: ZBJNAPR

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	TRAVEL INN ASSOCIATES, LP
File Number:	200527300006
Registration Date:	09/30/2005
Entity Type:	DOMESTIC LIMITED PARTNERSHIP
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of January 5, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 6, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: Z1N374R

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
NON-RESIDENTIAL WATER RELEASE FORM AND WATER PERMIT APPLICATION

NOTE: When approved and signed by the Jurisdiction this form must be submitted with final and complete Construction Plans to:
5 Harris Court, Bldg. G ~ Monterey, CA 93940 ~ (831) 658-5601 ~ www.mpwmd.net
Completing the Water Release Form & Water Permit Application does not guarantee issuance of a Water Permit.
ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED. ***(Please print firmly)***

1. OWNERSHIP INFORMATION:
Name: Rohnert Park RI LP
Daytime telephone: 510 853-2100
Mailing Address: 1260 Munras Ave Monterey CA 93960
E-Mail Address: belvnus@yahoo.com

2. AGENT/REPRESENTATIVE INFORMATION:
Name: Robert Leach
Daytime telephone: 916 798-3649
Mailing Address: 2347 Loch Way El Dorado Hills CA 95762
E-Mail Address: robert@westriverhotels.com

3. PROPERTY INFORMATION:

Year building was constructed? _____ Existing Square-footage 17,650 Proposed Square-footage 90,873

Address: 157 Grand Ave, Pacific Grove, CA **Assessor Parcel Number** 006 - 173 - 001

Water Company serving parcel: _____ Is a water meter needed? (Circle one) YES/ NO (How Many _____)
NOTE: Separate water meters are required for each User. Cal-AM Account Number: _____

4. Type of Non-Residential Use: 102 room hotel with subterranean parking and on site restaurant and Day Spa

5. Project Description (Be thorough and detailed): 102 room hotel with approximately 3776 Sf restaurant of approximately 40 seats interior and 20 seats exterior, day spa area of 865 SF, and a fitness center of approximately 760 Sf

Any change in Use/Expansion of Use requires a Water Permit. Deed Restriction Required for all Water Permits. Mandatory Retrofit Upon Expansion of Use.

Existing Group I ***(All Uses before project)***
Users in this category are low water uses where water is primarily used for employee hygiene and minimal janitorial uses. Examples are shown below.

Type of Use	SqFt		Factor		Capacity
Auto Uses		x	0.00007	=	
Bank		x	0.00007	=	
Dry Cleaner (No Onsite Laundry)		x	0.00007	=	
Gym		x	0.00007	=	
Nail Salon		x	0.00007	=	
Office		x	0.00007	=	
Retail	17,650	x	0.00007	=	1.235
Supermarket		x	0.00007	=	
Warehouse		x	0.00007	=	
Tasting Room (ABC Type 2)		x	0.00007	=	

Post Project Group I ***(All Uses after project)***

Type of Use	SqFt		Factor		Capacity
Auto Uses		x	0.00007	=	
Bank		x	0.00007	=	
Dry Cleaner (No Onsite Laundry)		x	0.00007	=	
Gym	760	x	0.00007	=	0.0532
Nail Salon (Day Spa)	865	x	0.00007	=	0.06055
Office Hotel admin	919	x	0.00007	=	0.06433
Retail		x	0.00007	=	
Supermarket		x	0.00007	=	
Warehouse		x	0.00007	=	
Tasting Room (ABC Type 2)		x	0.00007	=	

Existing Group II ***(All Uses before project)***
Users in this category prepare and/or sell food/beverages that are primarily provided to customers in/on disposable tableware. Food with high moisture content and liquid food may be served on reusable tableware. Glassware may be used to serve beverages. Users in this category are not full-service restaurants.

Type of Use	SqFt		Factor		Capacity
Bakery		x	0.0002	=	
Bar (ABC License-Indoor/Outdoor)		x	0.0002	=	
Catering		x	0.0002	=	
Coffee House		x	0.0002	=	
Deli		x	0.0002	=	
Ice Cream Shop/Sandwich Shop		x	0.0002	=	
Pizza		x	0.0002	=	

Post Project Group II ***(All Uses after project)***

Type of Use	SqFt		Factor		Capacity
Bakery		x	0.0002	=	
Bar (ABC License-Indoor/Outdoor)		x	0.0002	=	
Catering		x	0.0002	=	
Coffee House		x	0.0002	=	
Deli		x	0.0002	=	
Ice Cream Shop/Sandwich Shop		x	0.0002	=	
Pizza		x	0.0002	=	

Existing Group III ***(All Uses before project)***

Type of Use	Quantity/SF		Factor		Capacity
Assisted Living (more than 6 beds)		x	0.085 bed	=	
Dry Cleaner (with Onsite Laundry)		x	0.0002	=	
Beauty Shop /Dog Grooming		x	0.0567 station	=	
Child/Dependent Adult Day Care		x	0.0072 person	=	
Dormitory		x	0.020 bed	=	
Laundromat		x	0.12 machine	=	
Motel/Hotel/Bed & Breakfast		x	0.064 room	=	
w/Large Tub (add to room)		x	0.03 tub	=	
w/Each Showerhead beyond one		x	0.02 per head	=	
Irrigated area (within 10 ft. of bldg.)		x	ETWU[1]	=	
Plant Nursery		x	0.00009 sf	=	
Public Toilet		x	0.058 toilet	=	
Public Urinal		x	0.036 urinal	=	
Zero Water Consumption Urinal			No value	=	
Recreational Vehicle (RV) Hookup		x	0.064	=	
Restaurant (Includes Bar/Brewpub Seat)	50	x	0.02 seat	=	1.0
Ext. Seats above Allowance		x	0.01 seat	=	
Ext. Seats within Allowance		x	No value	=	
Restaurant (24-Hour and Fast Food)		x	0.038 seat	=	
School/Church		x	0.00007 sf	=	
Self-Storage		x	0.0008 unit	=	
Skilled Nursing/Alzheimer's Care		x	0.120 bed	=	
Spa		x	0.05 spa	=	
Swimming Pool (each 100 sq-ft of pool surface)		x	0.02 sf	=	
Theater		x	0.0012 seat	=	
EXISTING Capacity			**TOTAL**	=	2.235

Post Project Group III ***(All Uses after project)***

Type of Use	Quantity/SF		Factor		Capacity
Assisted Living (more than 6 beds)		x	0.085 bed	=	
Dry Cleaner (with Onsite Laundry)		x	0.0002	=	
Beauty Shop/Dog Grooming		x	0.0567 station	=	
Child/Dependent Adult Day Care		x	0.0072 child	=	
Dormitory		x	0.020 bed	=	
Laundromat		x	0.12 machine	=	
Motel/Hotel/Bed & Breakfast	102	x	0.064 room	=	6.525
w/Large Tub (add to room)	13	x	0.03 tub	=	0.39
w/Each Showerhead beyond one		x	0.02 per head	=	
Irrigated area (within 10 ft. of bldg.)		x	ETWU	=	
Plant Nursery		x	0.00009 sf	=	
Public Toilet	6	x	0.058 toilet	=	0.348
Public Urinal		x	0.036 urinal	=	
Zero Water Consumption Urinal			no value	=	
Recreational Vehicle (RV) Hookup		x	0.064	=	
Restaurant (Includes Bar/Brewpub Seat)	160	x	0.02 seat	=	3.2
Ext. Seats above Allowance	20	x	0.01 seat	=	0.2
Ext. Seats within Allowance		x	No Value	=	
Restaurant (24-Hour and Fast Food)		x	0.038 seat	=	
School/Church		x	0.00007 sf	=	
Self-Storage		x	0.0008 unit	=	
Skilled Nursing/Alzheimer's Care		x	0.120 bed	=	
Spa	1	x	0.05 spa	=	0.05
Swimming Pool (each 100 sq-ft of pool surface)		x	0.02 sf	=	
Theater		x	0.0012 seat	=	
PROPOSED Capacity			**TOTAL**	=	10.891

Group IV – Modified Uses
Reduced water Capacity and have received a Water Use Credit or modified factor from the District
New/Refurbished Landscape – Refer to District Rule 142.1 "Water Efficient Landscape Requirements"

PROPOSED WATER CAPACITY (DIFFERENCE BETWEEN EXISTING CAPACITY –POST PROJECT CAPACITY) = 8.656
NOTE: Water Factors are subject to change by Board action. *(Jurisdiction must authorize water for positive result)*

In completing this Water Release Form, the undersigned (as owner or as agent for the property owner) acknowledges that any discrepancy or mistake may cause rejection or delay in processing of the application. Additionally, the undersigned is responsible for accurately accounting for the type of Non-Residential use. Changes of Use or Expansions completed without a Water Permit may result in additional fees and penalties, the imposition of a lien on the property, and the deduction of water from the local Jurisdiction's Allocation.

I certify, under penalty of perjury, that the information provided on this Water Release Form & Permit Application is to my knowledge correct, and the information accurately reflects the changes presently planned for this property.

Signature of Owner/Agent _____ **Date** 12/16/21

AUTHORIZATION FOR WATER PERMIT – JURISDICTION USE ONLY
___ *AF Paralta Allocation* ___ *AF Public Credits* ___ *AF Pre-Paralta Credits* ___ *WDS (Private Well)* ___ *No water needed* ___ *Entitlement*
Notes: _____ **Authorized by:** _____ **Date:** _____

[1] See MPWMD Rule 142.1 *This form expires on the same date as any discretionary or building permit issued for this Project by the Jurisdiction*

CITY OF PACIFIC GROVE
300 FOREST AVENUE
PACIFIC GROVE, CALIFORNIA 93950

WATER SUBSCRIPTION AGREEMENT

The undersigned ("Subscriber") understands the CITY OF PACIFIC GROVE, a Charter City of the State of California ("City"), has offered increments of water for sale (the "Available Water Entitlement") that derive from the Water Entitlement granted to the City by the Monterey Peninsula Water Management District ("MPWMD") in accord with MPWMD Rule 23.9, "City of Pacific Grove Water Entitlement," attached as **Exhibit 1** hereto. Rule 23.9 was adopted by the MPWMD Board of Directors on February 23, 2016. The Available Water Entitlement is evidenced by Water Use Permits and will, to the extent transferred, have the rights, privileges, and preferences as set forth in the Rule.

Sale, distribution and use of the Available Water Entitlement shall conform to the interpretation of the State Water Resources Control Board ("SWRCB") set forth in the April 19, 2019 joint letter of Erik Ekdahl, Deputy Director, Division of Water Rights, SWRCB, and Leslie S. Laudon, Deputy Director, Division of Financial Assistance, SWRCB ("April 19, 2019 Letter"), a copy of which is attached as **Exhibit 2** hereto.

Sale, distribution and use of available water shall also conform to the Pacific Grove Water Distribution Regulations set forth in Pacific Grove Municipal Code (PGMC) Chapter 11.68, a copy of which is attached as **Exhibit 3** hereto.

The Subscriber understands the offering is made only to holders of record of fee title to property located in the City of Pacific Grove.

1. Subscription.

Subject to terms, conditions and limits of this Water Subscription Agreement ("Agreement"), Subscriber commits to acquire and subscribes to the quantity ("Entitlement Increment") of Available Water Entitlement shown on **Appendix A** to this Agreement and pay the price of **$ 250,000** per acre foot for the Entitlement Increment. (This price may be temporarily adjusted by an applicable discount if authorized by the City Council.) The Entitlement Increment shall be dedicated to the specific real property described in **Appendix B** to this Agreement ("Property"). The purchase price is payable as described in Section 4 of this Agreement. The City has set the minimum subscription shall be one-hundredth (.01) of an acre foot and in minimum increments of one-hundredth (one acre foot is equal to 100 fixture units under the MPWMD's methodology). Subscriber acknowledges the City has the right, in its sole discretion, to reduce or even reject in its entirety the amount of Available Water Entitlement to be sold pursuant to this Agreement.

2. Acceptance of Subscription.

This Agreement shall be accepted by the City only when it is signed by an authorized officer of the City and delivered to the Subscriber. Notwithstanding anything in this Agreement to the contrary,

the City shall have no obligation to transfer any Available Water Entitlement to property owner's property if transfer of the Available Water Entitlement to the Property would violate Rule 23.9, violate terms of the April 19, 2019 Letter, violate PGMC Chapter 11.68 or violate other applicable laws (collectively, "Laws").

3. Closing Date, Time and Place.

The closing of the transfer of the Entitlement Increment from the City to the Subscriber to be dedicated to the Property, and the payment by the Subscriber for the Entitlement Increment (the "Closing"), shall take place at the Monterey office of Chicago Title Company to be specified by the City in a written notice to the Subscriber (the "Escrow Holder"). Subject to the satisfaction or waiver of the conditions precedent set forth in this Agreement, the Closing shall take place on a date and time designated by the City.

4. Payment; The Closing.

(a) At least five (5) days prior to the Closing, the Subscriber shall deposit with Escrow Holder, by cashier's check or wire transfer into the escrow account, the full amount of the purchase price set forth in **Appendix A** to this Agreement. Provided all conditions precedent have been satisfied, then on or before the business day prior to the Closing, the City shall deposit with Escrow Holder documents transferring the Entitlement Increment to the Subscriber to be dedicated to the Property (the "Conveyance Documents"), which documents shall be duly executed by authorized signatories on behalf of the City and, when necessary for recordation, properly acknowledged. The Subscriber and the City shall each deposit such other instruments as are reasonably required to consummate the transfer of the Entitlement Increment in accordance with the terms of this Agreement and applicable Laws.

(b) When all required documents and funds have been deposited with Escrow Holder, and all conditions precedent have been satisfied, Escrow Holder shall immediately close Escrow by:

(i) recording the Conveyance Documents with the Monterey County Recorder's Office, together with instructions for the County Recorder to deliver the Conveyance Documents to the Subscriber after recording, and

(ii) paying the amount set forth in **Appendix A** to this Agreement, reduced by the closing costs payable by the City pursuant to Section 8 of this Agreement, to an account designated by the City in accordance with applicable Laws. The Subscriber shall execute such additional escrow instructions as may be reasonably requested by Escrow Holder, but in the event of any inconsistency between the terms of such escrow instructions and the terms of this Agreement, the terms of this Agreement shall prevail.

5. Additional Provisions/ Exhibits.

These Exhibits and Appendices are incorporated by this reference as an integral part of this Agreement:

Exhibit 1:	**MPWMD Rule 23.9, "City of Pacific Grove Water Entitlement"**
Exhibit 2:	**April 19, 2019 Letter**
Exhibit 3:	**PGMC Chapter 11.68, "Water Distribution Regulations"**
Appendix A:	**Purchase Price**
Appendix B:	**Legal Description of Real Property**

6. Representations and Warranties of the City.

As of the Closing, the City represents and warrants that:

(a) The City is duly formed and validly exists under the laws of the State of California, with full power and authority to conduct business as it is currently being conducted and to own its assets.

(b) The City has duly authorized transfer of the Entitlement Increment pursuant to this Agreement.

(c) Except as otherwise expressly provided in this Agreement, the City disclaims any representations or warranties, express or implied, regarding the Entitlement Increment or matters affecting the Entitlement Increment.

(d) The City will take no position contrary to continued existence of the Entitlement Increment or Available Water Entitlement, or that would jeopardize availability of water sufficient to satisfy the Entitlement Increment.

7. Representations, Warranties, and Covenants of the Subscriber.

Subscriber represents, warrants and covenants with the City and each officer, director, and agent of the City that:

(a) General:

(i) Subscriber has all requisite authority to enter into this Agreement and to perform all the obligations required to be performed hereunder.
(ii) Subscriber is the holder (of record) of fee title to the Property and is not acquiring the Entitlement Increment as an agent or otherwise for any other person.
(iii) The Property is located in the City of Pacific Grove.

(b) Information Concerning the Entitlement Increment and related State Water Resources Control Board and other legal proceedings:

(i) Subscriber has reviewed, or has had the opportunity to review, (A) MPWMD Rule 23.9, "City of Pacific Grove Water Entitlement" (Exhibit 1); (B) "April 19, 2019 Letter" (Exhibit 2), (C) SWRCB Cease and Desist Order WR 2009-0060, dated October 20, 2009, as amended by Order WR 2010-0001, dated January 5, 2010, against California American Water Company ("Cal-Am") (Order WR 2009-0060 and Order WR 2010-0001 are collectively referred to herein as the "Order" and are found at the State Water Resources Control Board website:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/hearings/caw_cdo/); and (D) litigation in the Superior Court of California by various parties (including Cal-Am and MPWMD) challenging the validity of the Order, including MPWMD and *Cal-Am v. SWRCB*, Santa Clara County Case No. 1-10-CV163328 (collectively, the "Lawsuits").

(ii) In entering into this Agreement and completing the purchase and transfer of the Entitlement Increment contemplated herein, Subscriber has not relied on any information from the City other than that expressly contained in this Agreement (including the appendices and exhibits). Neither the City nor anyone acting or claiming to act on behalf of City has made any representation or warranty concerning the Order or the Lawsuits, or their impact or potential impact on Subscriber's ownership or use of the Entitlement Increment as contemplated in, and in accordance with, Rule 23.9, nor have they given legal advice to Subscriber. Subscriber is exclusively relying on the advice of its own legal counsel regarding the legal merits and consequences of this Agreement and the transfer, ownership, and use of the Entitlement Increment, including the impact or potential impact of the Order and/or the Lawsuits on the Entitlement Increment.

(iii) Subscriber waives any right, claim, or cause of action, known or otherwise, against the City arising from the Order, any amendment or modification of the Order, and/or the Lawsuits.

(iv) Subscriber shall take title to the Entitlement Increment subject to the Order, any amendment or modification to the Order, the April 19, 2019 Letter, the Lawsuits, and/or any effects of any of them, whether known or unknown, disclosed or undisclosed, including, without limitation, the potential that Subscriber may be prohibited from using the Entitlement Increment as contemplated in, and in accordance with Rule 23.9.

(v) Subscriber hereby releases City and each Exculpated Party (as defined below) from any liability of any kind or nature arising with respect to the Order, any amendment or modification to the Order, the April 19, 2019 Letter, and/or the Lawsuits, and, specifically, agrees that, if any claim or action is brought against Subscriber arising out of the Order, any amendment or modification to the Order, and/or the Lawsuits, Subscriber shall have no claim of any kind or nature against City or any Exculpated Party.

(vi) Subscriber hereby agrees that (A) City shall have no further liability or obligation in respect to matters of any kind or nature pertaining to the Entitlement Increment, the Order, any amendment or modification to the Order, the April 19, 2019 Letter, and/or Lawsuits, as they relate to the Property, and (B) Subscriber shall fully assume any such liability or obligation as it relates to the Entitlement Increment, the Order, any amendment or modification to the Order, the April 19, 2019 Letter, and/or the Lawsuits, as they relate to the Property.

(vii) Notwithstanding anything to the contrary contained in this Agreement, no officer, employee, manager, partner, or agent of the City (collectively, the "Exculpated Parties"), whether disclosed or undisclosed, shall have any personal obligation or liability hereunder, and Subscriber shall not seek to assert any claim or enforce any of its rights under this Agreement against any Exculpated Party.

(viii) Notwithstanding anything to the contrary in this Agreement, any liability or other obligation of the City contained in this Agreement that, despite the terms of this Agreement to the contrary, survives the closing, or any liability or other obligation of the City under any other document or instrument delivered by the City in connection with the Closing, shall not

exceed a total aggregate amount equal to the purchase price set forth in Appendix A to this Agreement.

(ix) Prior to executing this Agreement, Subscriber has been given the opportunity to obtain information necessary to evaluate the information set forth in Rule 23.9, the Order, the April 19, 2019 Letter, and/or the Lawsuits, and has obtained from its own legal or other professional advisors all such information so requested.

(c) Financial and Other Matters:

(i) Subscriber acknowledges it has not received from the City, or anyone acting or claiming to act on the City's behalf, any accounting, tax, financial, architectural, permitting, legal or other advice with respect to this Agreement and the transfer, ownership, or use of the Entitlement Increment. To the extent necessary, Subscriber has retained, at its sole expense, and relied solely upon, the advice of its own accounting, tax, financial, architectural, permitting, legal, and other professional advisors regarding the merits and consequences of this Agreement and the transfer, ownership, and use of the Entitlement Increment.

(ii) Subscriber agrees to furnish additional information requested by any governmental agency to assure compliance with Rule 23.9, the April 19, 2019 Letter, and other Laws in connection with the transfer of the Entitlement Increment.

(d) Restrictions on Further Transfer: Subscriber may transfer the Entitlement Increment only to successors-in-interest to the Property; Subscriber acknowledges and agrees the Entitlement Increment cannot be transferred independently to any other person or property.

(e) Reaffirmation and Confirmation of Subscriber 's Representations, Warranties, and Covenants at Closing: Subscriber understands that, unless it notifies the City in writing to the contrary at or before the Closing, each of the representations, warranties, and covenants contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing.

8. Conditions to Obligations of Subscriber and the City.

(a) Obligations of the Subscriber to obtain and pay for the Entitlement Increment specified herein, and of City to transfer the Entitlement Increment, are subject to the following conditions precedent. If all conditions precedent set forth in this Section have not been satisfied or waived within the times provided below, the party for whose benefit the unsatisfied condition exists may unilaterally cancel this Agreement at any time thereafter, prior to such satisfaction or waiver, by written notice to Escrow Holder and the other party. If the party for whose benefit the unsatisfied condition exists cancels this Agreement as provided above, the Escrow Holder shall return to each party all funds and other items, if any, deposited by that party with the Escrow Holder.

(i) As of the Closing, except for the Order and the Lawsuits, no administrative, legislative, or judicial action or proceeding shall be pending wherein an unfavorable judgment, order, decree, or ruling would (A) prevent consummation of the transaction contemplated by this Agreement, or (B) prohibit or otherwise affect adversely the right of Subscriber to own and use the Entitlement Increment as contemplated in, and in accordance with, Rule 23.9 (and no such judgment, order, decree, or ruling shall be in effect). This condition is for the benefit

of both parties. The Subscriber is purchasing a portion of the Available Water Entitlement expressly subject to the Order and the Lawsuits.

(ii) The representations and warranties of the City contained in this Agreement and the representations and warranties of the Subscriber contained in this Agreement shall be true and correct on and as of the Closing in all respects with the same effect as though such representations and warranties had been made on and as of the Closing. This condition is for the benefit of each of the parties as to the representations and warranties of the other party.

(b) Subscriber shall make full use of purchased entitlement water (quantified by Water Use Capacity set by MPWMD) no later than the first date of occupancy for any improvement constructed based upon any part of the entitlement water purchase.

9. Costs.

Subscriber shall be solely responsible for the payment of all escrow fees and recording costs related to the Closing. Subscriber shall be solely responsible for the payment of all fees, costs and expenses of any nature whatsoever accruing or arising following the Closing Date in connection with the transfer, ownership, or use of the Entitlement Increment, including, without limitation, any capacity or other fees payable to the MPWMD, or any fees payable to California American Water Company. Except as otherwise specifically set forth elsewhere in this Agreement, each party shall pay its own attorney's fees and any other fees, costs, or expenses incurred by it regarding this Agreement and the Entitlement Increment transfer contemplated hereby.

10. Notices.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City and Subscriber at the addresses listed below:

FOR CITY:	**FOR SUBSCRIBER:**
Bill Peake	JAY DESAI Rohnert Park RI LP
Mayor	Owner
300 Forest Avenue Pacific Grove, CA 93950	P.O Box 2106, Monterey CA 93942.
Address	Address
(831) 648-3127	(510) 914-7679

11. Miscellaneous Provisions.

(a) Brokers. Subscriber has not entered into any agreement to pay any broker's or finder's fee to any person with respect to this Agreement or the transactions contemplated hereby.

(b) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the Subscriber.

(c) Waiver. Any waiver of terms or conditions of this Agreement must be in writing and signed by the City and the Subscriber. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by the Subscriber without the prior written consent of the City; provided that the Subscriber may assign this Agreement without the prior written consent of the City to any successor-in-interest to the Subscriber's fee interest in the Property.

(e) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue for any challenge shall be in Monterey County.

(f) Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

(h) Construction of Agreement. The City and Subscriber agree each party has fully participated in the review and revision of this Agreement and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

(i) Binding Effect. This Agreement shall bind upon and accrue to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

(j) Survival. All representations, warranties, and covenants by the Subscriber contained in this Agreement shall survive (i) the acceptance of this Agreement by the City, (ii) the Closing (and shall not merge with the provisions of any closing documents), and (iii) the death or disability of the Subscriber. If the Subscriber is more than one person, the obligations of the Subscriber shall be joint and several and the representations, warranties, and covenants shall be deemed to be made by and be binding on each of the Subscriber, and their respective heirs, executors, administrators, successors, and assigns.

(k) Notification of Changes. The Subscriber covenants and agrees to notify City upon the occurrence of any event prior to the Closing of the transfer of the Entitlement Increment pursuant to this Agreement that would cause any representation, warranty, or covenant of the Subscriber contained in this Agreement to be false or incorrect.

(l) Integration. This Agreement and the attached appendices and exhibits constitute the entire agreement between the Subscriber and the City. There are no oral agreements or representations that are not expressly set forth in this Agreement.

(m) Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, City and SUBSCRIBER have executed this Agreement as of the day and year written below.

SUBSCRIBER:

Managing Partner:

_____

JAY DESAI
Rohnert Park RI LP

P.O Box 2106 Monterey CA 93942.

Mailing Address City State Zip

Email address: desaijay11@yahoo.com Phone Number: 510 914-7679

Date: _____

Accepted by CITY OF PACIFIC GROVE:

Date: _____ By: _____
Bill Peake, Mayor

City Agreement Number: **41**

EXHIBIT 1

RULE 23.9 - CITY OF PACIFIC GROVE WATER ENTITLEMENT

A. CITY OF PACIFIC GROVE WATER ENTITLEMENT

1. The City of Pacific Grove Water Entitlement confers on the City of Pacific Grove, a vested property right to release up to 66 AFA of water for consumption from the California American Water Company Water Distribution System.

2. 13 AFA of metered water demand previously used by the City of Pacific Grove to irrigate its Golf Links and El Carmelo Cemetery shall be permanently suspended from use in order to provide lasting benefits to the Carmel River system.

3. Benefited Properties of the City of Pacific Grove Water Entitlement shall mean all properties that are located within the City of Pacific Grove.

4. City of Pacific Grove is authorized to separately sell, transfer and convey to owners of Benefited Properties for such consideration and upon such terms and conditions as City of Pacific Grove in its discretion may determine, such portions of the City of Pacific Grove Water Entitlement as it may choose. Any portion of the City of Pacific Grove Water Entitlement conveyed to the owner of a Benefited Property by an Assignment Document shall vest in the owner of the Benefited Property, and become appurtenant to title to the particular Benefited Property, at the time the Water Use Permit is issued as evidence of such conveyance.

5. The City of Pacific Grove Water Entitlement shall be separate and distinct from any other Allocations provided in Rule 30.

6. For purposes of collecting Capacity Fees and tracking the use of a Water Entitlement, the projected increase in Water Use Capacity of a Benefited Property shall be calculated in the manner set forth in Rule 24, as it may be amended from time to time.

7. Each Water Use Permit issued pursuant to this Rule shall represent a vested property interest upon issuance and shall not be subject to Revocation or cancellation except as expressly set forth in subparagraph B below.

8. The portion of the City of Pacific Grove Water Entitlement granted by each Water Use Permit shall not be subject to reallocation pursuant to MPWMD Rule 30.

B. REVOCATION, TERMINATION, OR MODIFICATION OF WATER USE PERMITS

1. Each Water Use Permit which, on or after January 1, 2075, embodies an annual Water Entitlement in excess of requirements for planned land uses on the Benefited Property, or which purports to authorize usage in excess of the constitutional limitation (California Constitution, article 10, section 2) to

reasonable and beneficial use, shall be subject to modification, Revocation, or termination in the sole discretion of MPWMD, such that the water usage authorized thereby shall not exceed such requirements and limitations.

2. Prior to any modification, termination or Revocation pursuant to this subparagraph E, the holder of the Water Use Permit shall be entitled to notice and a hearing, and any termination, Revocation, or modification shall be subject to appeal to the Board pursuant to Rule 70 of the MPWMD Rules and Regulations.

Added by Ordinance No. 168 (1/27/2016)

EXHIBIT 2

CALIFORNIA
Water Boards

COPY

RECEIVED
CITY MANAGER'S OFFICE
2019 APR 24 P 2:03
CITY OF PACIFIC GROVE

GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

APR 19 2019

SENT VIA E-MAIL AND USPS

Mr. Ben Harvey, City Manager
City of Pacific Grove
300 Forest Avenue, 2nd Floor
Pacific Grove, CA 93950
bharvey@cityofpacificgrove.org

Mr. David C. Laredo, City Attorney
City of Pacific Grove
606 Forest Avenue
Pacific Grove, CA 93950
dave@laredolaw.net

CITY OF PACIFIC GROVE (CITY) CLEAN WATER STATE REVOLVING FUND (CWSRF) PROJECT NO. C-06-8026-110 – PACIFIC GROVE LOCAL WATER PROJECT (PROJECT) – REQUEST FOR MEETING ON TECHNICAL FUNDING CONDITION

Dear Mr. Harvey and Mr. Laredo:

You have requested a meeting with representatives of the State Water Resources Control Board (State Water Board) regarding a condition of the State Water Board's $7.7 million financial assistance to the City for construction of the Project, a satellite recycled water treatment plant. Specifically, you have sought clarification of how the State Water Board's limitations on new or increased water use within the City affects the City's proposal to allocate potable water that the City has conserved by constructing and operating the Project.

If the City were to allocate this conserved potable water only to existing service addresses that are not to undergo a "change in zoning or use," as the State Water Board interprets this term, the City would not violate the technical funding condition and would not require the prior consent of the Executive Director to proceed. The State Water Board urges the City to remain focused on further reducing and offsetting its community's demand for and use of Carmel River water.

Background on Relevant Funding Condition

In both State Water Board Resolution 2015-0070 and the resulting agreement between the State Water Board and the City (Agreement No. D15-01021), the technical funding condition at issue states:

APR 19 2019

> The City shall apply recycled water produced by the Project to service of existing uses and shall use the ensuing demand reductions to offset deliveries from Cal-Am [California American Water Company] until such time as the City receives consent from the State Water Board's Executive Director to apply the Project's recycled water and associated demand reductions to new service connections or to increased use at existing service addresses resulting from a change in zoning or use.

The funding condition is intended to reflect the current cease and desist order against Cal-Am, which owns and operates the community water system that serves the City and other Monterey Peninsula communities. In addition to requiring Cal-Am to cease diversions from the Carmel River in excess of its water rights no later than December 31, 2021, the order also includes a condition limiting new water demand and use within Cal-Am's Monterey District service area:

> Cal-Am shall not divert water from the Carmel River for new service connections or for any increased use of water at existing service addresses resulting from a change in zoning or use . . . .

(State Water Board Order WR 2009-0060, Condition 2 [p. 57]; see also State Water Board Order WR 2016-0016 [amending and superseding parts of Order WR 2009-0060 but maintaining Condition 2 as originally adopted].) When approving funding for the Project in 2015, the State Water Board extended similar water use limitations directly upon the City through the Project-specific funding condition. The State Water Board's intent was and is to limit new water demand while Cal-Am's unlawful Carmel River diversions persist, but neither condition directly prohibits new or increased potable water use that involves no "new service connections" and no "change in zoning or use."

As you are aware, Condition 2 of State Water Board Order WR 2009-0060 has been the subject of discussion and dispute for years. More recently, the Monterey Peninsula Water Management District (District) adopted Resolution 2018-05, a contrary interpretation of the condition, specifically regarding increased uses of water at existing service addresses. The conflict between the District's resolution and the State Water Board's own interpretation of its order condition have prompted a series of meetings among parties that had been involved in prior litigation over State Water Board Order WR 2009-0060.

The State Water Board has since clarified that the phrase "change in use" in the order condition means only a service address's change from "Residential" ("Table1") to "Non-Residential" ("Table 2") or from "Non-Residential" to "Residential," as those terms are defined and described in the District's current local water permitting rules. (See District Rules 11 and 24.) This interpretation applies to both Condition 2 of State Water Board Order WR 2009-0060 and the corresponding Project-specific funding condition. In practice, the State Water Board has advised in several instances that a project under which a Non-Residential service address is to remain Non-Residential does not involve a "change in use."

"Change in zoning" has not been a topic of questions or conflicting interpretations as "change in use" has. A "change in zoning" is a distinct concept based on the zoning ordinance of the applicable local agency with land use authority. A "change in use" from Residential to Non-Residential or vice versa may also involve a "change in zoning" in certain circumstances, but it does not necessarily. Similarly, real property may have its zoning amended or changed but still remain in its prior Residential or Non-Residential water use table under the District's rules.

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Several parties continue to disagree over other language in Condition 2 of State Water Board Order WR 2009-0060, including the appropriate baseline for measuring a potential "increased use of water," the precise method of measuring or calculating a service address's use of water, the validity of offsetting a service address's increased use of water through various District credit or allocation systems, and the definition of "service address." The State Water Board has tentatively proposed updating and clarifying its interpretation of the condition, including these subtopics. Aside from the more recent "change in use" interpretation discussed above, which has been applied in practice, the Deputy Director for Water Rights's April 9, 2012 and May 31, 2013 interpretive letters continue in effect in the interim. (See the two documents entitled "SWRCB Response . . ." under "Past Correspondences Regarding Condition 2" at https://www.waterboards.ca.gov/waterrights/water_issues/projects/california_american_water_company/.) These letters only directly address the water rights order condition, but the letters also indicate the State Water Board's existing interpretation of the funding condition's substantially similar limitations on "increased use at existing service addresses . . . ."

Application to City's Request

In 2016, following State Water Board approval of funding for the Project, the District adopted a 66 acre-feet per year water entitlement for the City based on the Project's anticipated potable water demand reduction. (District Ordinance No. 168 and Rule 23.9.) To the State Water Board's knowledge, since beginning operation of the Project in January of 2018, the City has produced roughly between 100 to 150 acre-feet of recycled water for irrigation use at several existing municipal sites, as well as possibly for public toilets and water truck filling. It is the State Water Board's understanding that, prior to operation of the Project, these purposes were served with potable water from Cal-Am.

Your request focuses on whether and how the City may at this time utilize the related water entitlement from the District. Mr. Laredo has communicated to the State Water Board that, beginning this year, the City intends to allocate 47.88 acre-feet per year from the entitlement for increased uses of water at existing service addresses within the City. Mr. Laredo has stated that the City will specifically refrain from allocating water to any new service connection or to any service address that is to undergo a "change in zoning or use."

The State Water Board does not endorse or agree with the City's determinations that the City's proposed new water allocations comprise only a pro rata lawful "share" of the Carmel River and other Cal-Am water supply sources and that, because total annual water consumption within the City has decreased since 2009, the new allocations "will not constitute growth . . . ." But, assuming your representations that the City will allocate the Project's ensuing or associated potable water demand reductions exclusively to existing service addresses that are not undergoing a change in zoning[1] or a change from "Residential" to "Non-Residential" or vice versa, the State Water Board agrees that its current water rights enforcement and funding conditions would not prohibit the City's proposed action. In other words, the stated scope of the City's proposed water allocation would not violate these conditions and would not require special consent from the Executive Director.

[1] State Water Board staff has not fully analyzed the City's zoning code or map but has identified amendments that clearly constitute "change in zoning," including adding section 23.31.025 to the Pacific Grove Municipal Code in 2016.

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Conclusion

The technical funding condition referenced above do not prohibit the City from proceeding as it has proposed: selling and distributing Project-based water allocations exclusively for increased uses of water at existing service addresses that will not undergo a change in zoning or a change in use, as those terms have been interpreted and clarified by the State Water Board. The State Water Board urges the City to diligently work with Cal-Am and with local agencies and communities to implement solutions for ceasing unlawful diversion and use of Carmel River water supplies as required no later than the end of 2021.

We believe this letter may satisfy the purpose of your request for a meeting with State Water Board officials. If you have additional questions regarding this letter, please contact Steven Westhoff in the State Water Board's Office of Chief Counsel at (916) 327-7295 or Steven.Westhoff@waterboards.ca.gov.

Sincerely,

Julie Rizzardo for EE

Erik Ekdahl, Deputy Director
Division of Water Rights

Leslie S. Laudon, Deputy Director
Division of Financial Assistance

cc: **[via email only]**
Steven Westhoff, Office of Chief Counsel

Chapter 11.68
WATER DISTRIBUTION REGULATIONS

Sections:

11.68.005 Definitions.
11.68.010 Distribution of potable water.
11.68.015 Priority dates for wait-listed applications.
11.68.020 Unavailability of water – Readiness for building permit applications.
11.68.030 Time limits for wait-listed projects.
11.68.040 Entitlement water.
11.68.050 *Repealed*.
11.68.060 *Repealed*.

11.68.005 Definitions. SHARE

(a) This section provides definitions for terms or phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other provisions of the Pacific Grove Municipal Code, the definitions set forth in this section shall control for the purposes of this chapter. If a word is not defined in this chapter, or in other provisions of this title, the most common dictionary definition shall be presumed to be correct.

(b) The following are defined terms for use in this chapter:

> "Allocation" means a discrete quantity of water held by the city from the Monterey Peninsula Water Management District for new or intensified water use within the city.
>
> "City water distribution regulations" means this chapter.
>
> "Entitlement" (also "water entitlement") means a discrete quantity of potable water developed through use of city funds, available for sale to end users to enable new or intensified use of water from the California American Water Distribution System. Entitlements are evidenced by a vested contractual right granted by the city.
>
> "Intensified water use" means any change in water use on a parcel which, in a residential use, is evidenced by an increase in the number of fixture units serving that parcel; or, in any nonresidential use, evidenced by the incremental change in the project's capacity for annual water use based upon factors set by the Monterey Peninsula Water Management District.
>
> "Mixed use" means where one or more water meters or connections supply both residential and nonresidential water uses, often within the same building.

"Notice of available water" means a notice provided by the city manager, or agent, to advise an applicant that water from a water entitlement or water allocation is ready for immediate use for a project, which may trigger time limits for wait-listed properties within which applicants must claim and purchase water or be removed from the water wait list.

"Pacific Grove local water project (PGLWP)" means a reclamation plant intercepting and treating sewer water to deliver nonpotable water to the Pacific Grove Golf Links and El Carmelo Cemetery, and providing water for other public uses.

"Water credits" means a record created by the Monterey Peninsula Water Management District that allows reuse of a specific quantity of water upon a specific location, based upon documented permanent abandonment of prior water use on that site.

"Water subscription" means a document through which a property owner acquires a contract interest for a discrete quantity of water from the legal owner of a water entitlement.

"Water use capacity" means the maximum potential water use which theoretically may occur, based on average water use data for similar structures and uses in the Monterey Peninsula region, as shown by projected water use tables developed by the Monterey Peninsula Water Management District. Anticipated maximum annual water demand is expressed in acre-feet for a specific real property.

"Water wait list" means a chronological list that quantifies unmet potable water requests for unserved end use water users. Prerequisite qualifying criteria must have been met before a project was placed on the water wait list. [Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.010 Distribution of potable water. SHARE

(a) All water available for distribution and use within the city shall be distributed by resolution passed and adopted by the council.

(b) Water shall be distributed based solely on the date/time of each request, provided the request is accompanied by payment of all city fees or other city charges for water, and further provided the requestor can demonstrate an ability to make timely use of the water. [Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.015 Priority dates for wait-listed applications. SHARE

Project applications placed on any water wait list will be eligible for water on priority date basis provided the project is then able to use the water; if not, the available water will be passed to the next buildable project and the delayed project shall remain on the water wait list; the

project shall retain its original priority date water wait list until it acquires water available for use. [Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.020 Unavailability of water – Readiness for building permit applications. SHARE

(a) Applications for projects for which there is no available water shall not be accepted or processed. However, there shall be established a prioritized waiting list according to order of receipt of proof of readiness to apply for a building permit.

(b) For projects requiring only a building permit, proof of readiness to apply for a building permit shall include submittal of all materials normally required to be filed with building permit applications.

(c) For projects requiring discretionary land use entitlements (including, without limitation, variances, use permits, historical preservation permits, architectural approvals), proof of readiness to apply for a building permit shall include the final discretionary approval and submittal of all materials or plans normally required to be filed with a discretionary permit application. Final discretionary approval shall occur upon the granting of all required project approvals by the boards and commissions having jurisdiction to first hear the project applications. In the event of a successful appeal, i.e., denial of the project application, from such approval, the project shall be removed from the water wait list.

(d) A request for inclusion on a prioritized waiting list shall include a written acknowledgment that there is, at the time of such request, no water available for the requested project. Fees may apply to remain current on this waiting list.

(e) Proofs of readiness shall be placed on prioritized waiting lists according to order received. Once water is available to service a project covered by proofs of readiness, those affected shall be notified and may apply for building permits. Once a building permit is determined to be complete and ready for issuance, the applicant shall be granted authorization to seek a water permit. [Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.030 Time limits for wait-listed projects. SHARE

(a) When water is available for project use, or by purchase via entitlement, time limits set forth below shall apply to wait-listed properties within which those that can take immediate advantage of the water must claim and purchase water, or be bypassed on the water wait list. Projects prevented by regulation or operation of law from immediate use of water shall remain on the water wait list and retain their priority date.

(b) The city will send a notice of available water to applicants on the water wait list. Applicants shall have 30 calendar days from the date of the notice to notify the city, in writing, of their intent to use available water or to remain on the water wait list ("passing"). Wait-listed

properties shall be required to reapply for permit amendments or renewal, if needed, within 30 days of the date notice of available water by the property is sent. In the alternative, applicants shall be required to state their intent to “pass” on purchasing entitlement water during this same time period. Building permits shall be obtained 120 days thereafter. Full payment shall be tendered for any water entitlement within 180 days of the date water is available for use by the property. Extensions to these time limits may be granted for good cause by the city manager, or designee, in accord with this chapter.

(c) Full use of water, including purchased entitlement water or water from an allocation (quantified by water use capacity), shall be required by the first date of occupancy. Any unused entitlement shall be subject to revocation to enable reassignment or sale for other uses. The city may consider rebate of the pro rata purchase price of any unused water entitlement to the then-current property owner (less a reasonable processing fee) upon revocation of an increment of unused water entitlement, but payment of the rebate amount shall not be made by the city until sale of that water increment has been completed and paid in full by another water user. [Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.040 Entitlement water. SHARE

(a) Sale of PGLWP entitlement water shall be set at the rate determined by council resolution. Fees paid to the city by the applicant to remain on a water wait list shall be applied as a credit toward the purchase of the water entitlement; no refund shall be granted.

(b) If warranted by circumstances related to the sale of 2.0 acre-feet of water or more for a specific project, the city in its sole discretion may elect to enter into a promissory agreement with the property owner(s) to effect sale of entitlement water. The maximum amount payable pursuant to the promissory agreement shall not exceed 90 percent of the water entitlement purchase price; the purchaser shall pay to the city as a deposit the remaining purchase cost as a condition precedent to execution of the promissory agreement.

(1) Any water entitlement that is subject to a promissory agreement shall be subject to revocation, shall not vest and shall not run with the land until the promissory obligation has been paid in full to the city.

(2) If consideration required pursuant to a promissory agreement is not paid to the city in full when due, including but not limited to principal, interest, costs and fees, the owner(s) shall be in default of the promissory agreement. Unconditional transfer of an entitlement shall occur only following receipt of full payment by the city.

(3) If full and complete payment is not timely received by the city, the city shall retain authority to revoke the water entitlement, in part or in full.

(4) Transfer or assignment of any promissory agreement or any interest in a water entitlement subject to a promissory agreement shall not be made without the advance written consent of the city.

(5) The city shall also withhold all final occupancy permits for any project for which a promissory agreement is in default, until such time as the default has been cured by full payment of all amounts owed.

(c) City council approval shall be required for the city to enter into any promissory note related to payment for entitlement water.

(d) After purchase of entitlement water, the city may rebate the pro rata purchase price to the then-current property owner (less a reasonable processing fee) upon city revocation of any increment of unused water entitlement, but payment of the rebate amount shall not be made by the city until sale of that water increment has been completed and paid in full to the city by another water user. [Ord. 21-023 § 2, 2021; Ord. 19-006 § 2, 2019; Ord. 18-015 § 3, 2018].

11.68.050 Building permit time limit.

Repealed by Ord. 19-006. [Ord. 18-015 § 3, 2018].

11.68.060 Additional water supplies.

APPENDIX A
WATER ENTITLEMENT INCREMENT ASSIGNED

Location (Property Address): 157 Grand Avenue, Pacific Grove CA 93950
Subscriber Name(s): JAY DESAI

1. Quantity of Water Entitlement requested: 8.66 (fraction of per acre foot)

2. Original Cost $2,165,000 ($250,000 per acre foot)

3. Discount $ 649,500 (30% discount until June 30, 2022)

4. Total Amount Due $1,515,500

I execute this document in the City of Pacific Grove, and declare under penalty of perjury that the information provided is true and correct of my knowledge.

_____ _____

JAY DESAI Date

APPENDIX B

LEGAL DESCRIPTION:

The land referred to is situated in the County of Monterey, City of Pacific Grove, State of California, and is described as follows:

PARCEL I:
Lots numbered 10 and 12 in block numbered 41 as said lots and block are shown on that certain map entitled, "Map of Pacific Grove Retreat, Monterey County, Cal., St. John Cox, Surveyor, July 1875", Filed for record August 8, 1876 in the office of the County Recorder of the County of Monterey, State of California, in volume 1, of Maps, "Cities and Towns", at page 49.
PARCEL II:
Lot nine (9) in block numbered forty-one (41) in Pacific Grove Retreat grounds as surveyed by St. John Cox, Esq., Surveyor, July, AD. 1875, and duly recorded in volume 1, "Cities and Towns", at page 49, in the office of the County Recorder of said County of Monterey.
PARCEL Ill:
Lot eleven (11) in block numbered forty-one (41) In Pacific Grove Retreat grounds as surveyed by St. John Cox, Esq., Surveyor, July, AD. 1875, and duly recorded in volume 1, "Cities and Towns", at page 49, in the office of the County Recorder of said County of Monterey.
APN: 006-174-003 (PARCEL I) and 006-174-011 (PARCEL II) and 006-174-012 (PARCEL Ill)

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: January 19, 2022

SUBJECT: Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2021

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

- Receive the Annual Comprehensive Annual Financial Report, which includes the Auditor's Opinion on the City's financial statements, from the City's independent auditor, Chavan & Associates, LLP
- Receive the Transportation Safety and Investment Plan Account Fund (TAMC Measure X) Report, which includes the Auditor's Report by the City's independent auditor, Chavan & Associates, LLP
- Receive a status on improvements based on the auditor's recommendations that are being implemented, and provide any desired direction.

DISCUSSION

The City contracted with Chavan & Associates, LLP, a firm of licensed certified public accountants, to audit the City of Pacific Grove's financial statements for the fiscal year ending June 30, 2021. The goal of the independent audit is to provide reasonable assurance that the basic financial statements are free from material misstatement. The Independent Auditor's Report which is included on page 20 of the Annual Comprehensive Financial Report (ACFR), indicates that the financial statements are presented fairly, in all material respects, the financial position of the City. This "unmodified" opinion is the optimal opinion to receive from an external auditor. Fiscal Year 20/21, represents the twelfth consecutive year the City has earned this opinion.

In Fiscal Year 20/21, the name of the City's financial report was changed from Comprehensive Annual Financial Report (CAFR) to the (ACFR) to reflect Governmental Accounting Standards Board (GASB) Statement No. 98. This Statement is in response to an increasing awareness that the report's former acronym, when pronounced aloud, sounds the same as a derogatory term that was historically used in South Africa. The Fiscal Year 20/21 ACFR can be accessed through this link.

The Government Finance Officers Association (GFOA) of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting for the City's ACFR for

the fiscal year ended June 30, 2020. This represents the fourth year that the City has received this prestigious award. A Certificate of Achievement is valid for a period of one year only. Staff believes that the Fiscal Year 20/21 ACFR continues to meet the program requirements and the City will be submitting the attached ACFR to GFOA for consideration of another certificate.

The auditors deemed that it was unnecessary to perform a Single Audit in Fiscal Year 20/21. A Single Audit is required when the City receives $750,000 or more in federal grant funding. Due to the receipt of ARPA funds, the City will be required to complete a Single Audit in Fiscal Year 21/22.

A general overview of the audit will be provided by Sheldon Chavan, a partner of the audit firm and lead for the City. Specific topics of the presentation will include:

- Overview of City-wide financial performance
    - Governmental Funds, including the General Fund
    - Business-Type or Enterprise Funds
    - Pension and Other Post-Employment Benefit (OPEB) obligations

Addition information can be found in the ACFR, while select highlights pertaining to the General Fund and Capital Improvement Fund are listed below.

Fund Balance

- The General Fund's year-end balance increased from $9.8 million to $10 million. The $193,914 increase primarily reflects the better than anticipated revenues, net of cost-savings initiatives that were implemented due to COVID-19. The unassigned fund balance was $9.9 million or 44% of total General Fund expenditures, prior to transfers.

- The City's financial statements consolidate several minor funds with the General Fund for financial statement reporting purposes. This differs from the budgetary presentation. The budgetary General Fund Balance is $9.4 million, with approximately $567,000 attributed to minor sub-funds. This amount aligns with the General Fund beginning fund balance that was referenced on the Fiscal Year 21/22 budget amendment ordinances. The separate unassigned General Fund balance is approximately 41.9% of the General Fund expenditures, prior to transfers.

- The unassigned General Fund balance, from both a budgetary and financial statement perspective is above the City's policy level, which targets a minimum unassigned fund balance at 35% of operating expenditures and debt service.

- The Capital Improvement Fund's year-end balance was $220,023. This amount represents funds that were earmarked for capital projects that were carried forward into the next fiscal year.

Revenues and Expenditures

- General Fund revenues for this fiscal year were $23.4 million. This represents an increase in revenues of $11,421 million when compared to the prior year. This was largely attributed to reductions in transient occupancy taxes, net of increased performance in various other tax categories, as well as Charges for Services.

- General Fund expenses for this fiscal year were $22.5 million, prior to transfers. This was a decrease of $397,315 when compared to the prior year expenditures. This difference is primarily due to cost-containment efforts to assist with revenue shortfalls; and the carry-forward of executed contracts and purchase orders.

- The net general fund transfers for Fiscal Year 20/21 was $628,881. This includes transfers-out of approximately $500,000 to support capital improvements, $210,000 for emergency

communication services, and $50,000 to support the City's Small Business Grant Program. This was offset by transfers from the Coronavirus Relief or CARES Act Funds to the General Fund in the amount of $131,119 to cover pandemic-related expenditures.

The City's independent auditor provides a Management Letter which includes updates on prior year audit recommendations. These recommendations included conducting a physical inventory of capital assets and performing TOT audits. Staff initiated the process of conducting a physical inventory of capital assets in Fiscal Year 19/20; however due to COVID-19 and limited resources, additional time is needed. The City also entered into an agreement with HdL Companies to perform transient occupancy tax audits. The audit program was initiated in this fiscal year. Nine lodging establishments were selected for the first audit cycle.

A copy of the Transportation Safety and Investment Plan Account Fund (TAMC - Measure X), which includes the Independent Auditors Report is attached for reference. The independent auditor's statement that confirms the City is compliant with the Measure X Maintenance of Effort requirements is included on Page 6 of the TAMC Audit Report.

OPTIONS

- Receive Report

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

TAMC Audit Report

CITY OF PACIFIC GROVE

TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND

WITH INDEPENDENT AUDITORS' REPORT

JUNE 30, 2021

* * *

Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Suite 130
Morgan Hill, CA 95037

CITY OF PACIFIC GROVE
Transportation Safety and Investment Plan Account Fund
June 30, 2021

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

City Council
City of Pacific Grove
Pacific Grove, California

Report on the Financial Statements
We have audited the accompanying financial statements of the City of Pacific Grove Transportation Safety and Investment Plan Account Fund, as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the City's Transportation Safety and Investment Plan Account Fund, as of June 30, 2021, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

15105 Concord Circle, Suite 130 Morgan Hill, CA 95037
Tel: 408-217-8749 • E-Fax: 408-872-4159
info@cnallp.com • www.cnallp.com

Emphasis of Matter
As discussed in Note 1, the financial statements present only the Transportation Safety and Investment Plan Account Fund and do not purport to, and do not, present fairly the financial position of the City of Pacific Grove, as of June 30, 2021, the changes in its financial position, or, where applicable, its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters
Other Information
Our audit was conducted for the purpose of forming an opinion on the Transportation Safety and Investment Plan Account Fund financial statements that collectively comprise the City of Pacific Grove Transportation Safety and Investment Plan Account Fund financial statements. The accompanying supplemental information – Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplemental schedule is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the City's Transportation Safety and Investment Plan Account Fund financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedule – Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of the City of Pacific Grove Traffic Safety and Investment Plan Account Fund's internal control over financial reporting and on our tests of its compliance with the requirements described in the TAMC's Ordinance No. 2016-01 and in the Agreement between TAMC and the City and other matters for the fiscal year ended June 30, 2021. The purpose of that report is solely to report our opinion on compliance and to describe the scope of our testing of internal control over financial reporting and the results of that testing, and not to provide an opinion on the effectiveness of the City of Pacific Grove Traffic Safety and Investment Plan Account Fund's internal control over financial reporting. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Pacific Grove Traffic Safety and Investment Plan Account Fund's compliance.

C & A LLP

December 14, 2021
Morgan Hill, California

15105 Concord Circle, Suite 130 Morgan Hill, CA 95037
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info@cnallp.com • www.cnallp.com

City of Pacific Grove
Transportation Safety and Investment Plan Accounting Fund
Balance Sheet
June 30, 2021

ASSETS	
Cash and investments	$ 805,738
Taxes receivable	191,188
Total assets	$ 996,926
LIABILITIES AND FUND BALANCE	
Liabilities:	
Accounts payable	$ 1,188
Fund Balance:	
Restricted	995,738
Total Liabilities and Fund balance	$ 996,926

The accompanying notes are an integral part of these financial statements

City of Pacific Grove
Transportation Safety and Investment Plan Accounting Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
June 30, 2021

REVENUES		
Transportation Safety and Investment Plan Account revenue	$	657,027
Investment earnings		(114)
Total Revenues		656,913
EXPENDITURES		
Capital outlay		548,796
Total Expenditures		548,796
Net Change in Fund Balance		108,117
Fund Balance Beginning		887,621
Fund Balance Ending	$	995,738

The accompanying notes are an integral part of these financial statements

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Transportation Safety and Investment Plan Account Fund of the City of Pacific Grove (the City) is a governmental fund type. Governmental funds are accounted for using a current financial resources measurement focus. The application of this measurement focus provides that, in general, only current assets and current liabilities are present on the balance sheet. Operating statements of these funds present revenues and expenditures.

The modified accrual basis of accounting is used for the Transportation Safety and Investment Plan Account Fund. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual (i.e., both measurable and available). Measurable means that the amount of the transaction can be determined. Available means the funds are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures of governmental funds are generally recognized when the related fund liability is incurred.

Reporting Entity

The Transportation Safety and Investment Plan Account Fund from the Transportation Agency for Monterey County was approved on November 8, 2016. The revenue from the sales tax measure will be used to fund transportation safety and mobility projects in Monterey County. Expenditures are restricted to road improvements, pothole repairs, street and road maintenance, traffic deduction and regional safety, mobility and walkability.

The Transportation Safety and Investment Plan Fund financial statements and related accounting policies of the City conform with generally accepted accounting principles applicable to governments in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The financial statements present only the Transportation Safety and Investment Plan Account Fund and do not purport to, and do not present, the City's financial position and changes in financial position. The City of Pacific Grove's basic financial statements are available from the Finance Department at City's address and website.

NOTE 2 – CASH DEPOSITS

The City follows the practice of pooling cash and investments for all funds (including the Transportation Safety and Investment Plan Account Fund) under its direct daily control. Interest earned on pooled cash and investments is allocated periodically to the various funds based on average cash balances. Detailed disclosure regarding the City's investments of cash is included in the notes to City's basic financial statements.

NOTE 3 – MAINTENANCE OF EFFORT

The Measure X Master Programs Funding Agreement between the City of Pacific Grove and the Transportation Agency for Monterey County, as amended, requires that the City must expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151 ("Maintenance of Effort"). This baseline amount will be indexed annually to the Engineering News Record construction index.

The following eligible expenditures were made:

Fiscal year ended June 30:	
2010	$326,756
2011	$396,862
2012	$720,604
Total	$1,444,222
Three-year average	$481,407
Fiscal year ended June 30, 2017	$912,274
Maintenance of effort baseline	$912,274
Engineering News Record construction index FY 2019/20	1.37%
Engineering News Record construction index FY 2020/21	1.27%
Index-adjusted maintenance of effort requirement	$936,458
Current year eligible expenditures	$1,388,634
Compliant (Yes or No)	Yes

Total expenditures from the general fund for street and highway purposes for the fiscal year ended June 30, 2021 was $1,388,634. The City was in compliance with the Maintenance of Effort requirement of the Measure X Master Programs Funding Agreement between the City of Pacific Grove and the Transportation Agency for Monterey County.

SUPPLEMENTARY INFORMATION

City of Pacific Grove
Transportation Safety and Investment Plan Account Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual (GAAP Basis)
For the Fiscal Year Ended June 30, 2021

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Transportation Safety and Investment Plan Account Revenue	$ 552,500	$ 568,593	$ 657,027	$ 88,434
Interest	6,000	4,724	(114)	(4,838)
Total Revenues	558,500	573,317	656,913	83,596
EXPENDITURES				
Capital outlay	676,530	1,457,282	548,796	908,486
Total Expenditures	676,530	1,457,282	548,796	908,486
Net Change in Fund Balance	(118,030)	(883,965)	108,117	992,082
Fund Balance Beginning	887,621	887,621	887,621	-
Fund Balance Ending	$ 769,591	$ 3,656	$ 995,738	$ 992,082

The City employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the City Council to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the Measure X Special Revenue Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

OTHER INDEPENDENT AUDITORS REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

City Council
City of Pacific Grove
Pacific Grove, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Safety and Investment Plan Account Fund (Measure X Fund) of City of Pacific Grove (the "City") as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise City of Pacific Grove's Measure X Fund financial statements, and have issued our report thereon dated December 14, 2021.

Internal Control over Financial Reporting
In planning and performing our audit, we considered the City of Pacific Grove's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Pacific Grove's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Pacific Grove's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatement on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City of Pacific Grove's Measure X Fund financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

December 14, 2021
Morgan Hill, California

15105 Concord Circle, Suite 130 Morgan Hill, CA 95037
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH TAMC ORDINANCE NO. 2016-01 AND THE MEASURE X MASTER PROGRAMS FUNDING AGREEMENT

City Council
City of Pacific Grove
Pacific Grove, California

We have audited the City of Pacific Grove's (the "City") Transportation Safety and Investment Plan Account Fund's (the City's Measure X Fund) compliance with the types of compliance requirements described in the Transportation Agency's for Monterey County's (TAMC) Ordinance No. 2016-01 and the Measure X Master Programs Funding Agreement (the Agreement) between TAMC and the City, applicable for the fiscal year ended June 30, 2021.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the Transportation Safety and Investment Plan Account Fund.

Auditor's Responsibility
Our responsibility is to express an opinion on the City's compliance based on our audit in accordance with the compliance requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-01 and in the Measure X Master Programs Funding Agreement (the Agreement) between TAMC and the City. The Measure X Master Programs Funding Agreement requires that the independent auditor shall perform at least the following tasks: (1) determine whether the recipient expended all Measure X funds received in compliance with Measure X, the Measure X Investment Plan, and the Policies & Project Descriptions, as they may be adopted or amended by TAMC from time to time, and the Agreement, (2) determine whether the Measure X revenues received and expended were accounted for and tracked in its own separate budget and fund titled "Transportation Safety & Investment Plan Account" and were not be comingled with any other funds and that the accounting system provides adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds, and (3) determine whether the City met the Maintenance of Effort requirements imposed by Measure X and State law. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state laws and regulations applicable to the City occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Compliance with the TAMC Ordinance No. 2016-01
In our opinion, the funds allocated to and received by the City's Measure X Fund, complied, in all material respects, with the compliance requirements referred to above that are applicable in accordance to the compliance requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-01 and in the Measure X Master Programs Funding Agreement between TAMC and the City for the fiscal year ended June 30, 2021.

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Purpose of this Report

The purpose of this report is solely to report our opinion on compliance with the TAMC Ordinance No. 2016-01 and to describe the scope of our testing over compliance and the results of that testing. This report is intended solely for the information and use of City Council, management of the Transportation Agency for Monterey County and for filing with the appropriate regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

C & A LLP

December 14, 2021
Morgan Hill, California

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FINDINGS AND RECOMMENDATIONS

None reported.

None reported.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 19, 2022

SUBJECT: CONCEPT REVIEW: ARPA Funding Public Outreach

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Review proposed public outreach approach and provide direction to staff.

DISCUSSION

The City anticipates receiving another $1.84 million in American Recovery Plan Act (ARPA) funds in July of this year. These anticipated funds will be booked as revenue, upon receipt. However, the City will anticipate their arrival, and will include them within the proposed Fiscal Year 22-23 budget. At this time, it is not known if the anticipated ARPA funds will need to be used to address City revenue shortfalls, as was the case with the last tranche of ARPA funds received in Fiscal Year 21-22. City staff will have more information in this area after the mid-year budget budget presentation and forecast, which will take place at either the end of February or early March.

Assuming that at least a portion, if not most, of the anticipated ARPA funding coming in the next fiscal year is not needed to backfill revenue shortfalls, it is suggested that public outreach take place to determine the public's proposed priorities for spending the revenue. To accomplish this, a survey may be deployed, and a town hall meeting may be convened. For the survey, it is suggested that the City avail itself of the survey functionality through its software license with Zencity. Zencity has a sample survey that has been used in other municipalities that is attached to this agenda report for review. The survey may be modified should the City Council wish for additional information. Zencity will create a link to the survey, which may be posted on social media, accessed through the City website, and printed on postcards should the City decide to incur a US Mail expense as part of this effort. Following at least a month after the survey has been released, a town hall meeting could be convened to review the results with the public, and gain additional feedback. The result could then be presented to the City Council for discussion and determination as to how best to program the ARPA funding.

OPTIONS

1. Take no action; please note that taking no action will cause this proposed public outreach effort to cease.
2. Provide revised or alternate direction.

FINANCIAL IMPACT:

Should the City Council provide direction to send out postcards with the survey link, there could be an expenditure for this effort estimated at approximately $3,000, which could be covered with available funding within the approved FY 21-22 budget.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Sample ARPA Survey

zencity

ARPA funding prioritization Survey

The city of Pacific Grove is running a survey to help prioritize incoming ARPA funding according to its residents' needs.
In your opinion, how should the funding be spent? Share your opinion in this quick anonymous survey.

Do you live in the limits of Pacific Grove? [check all that apply]

- ☐ Yes
- ☐ No [divert out of the survey]

 # select 10-13 of the following for utilizing ARPA funds that you would like residents to rank. You can also suggest options that are relevant to your community. #

1. Please rank the following opportunities to use APRA funds using the following scale:

1 - No priority 2 - Low priority 3 - Medium priority 4 - High priority 5 - Very high priority

1. Support for households facing housing insecurity, such as emergency rent/mortgage assistance, utility assistance, and legal support for those facing eviction or foreclosure
2. Funding to address homelessness, including temporary shelters and affordable long-term housing
3. Assistance to restaurants, bars, retail stores, and other small businesses impacted by COVID-19
4. Funding for local nonprofits such as food banks and social service agencies
5. Support for local arts, music, entertainment, and tourism-related businesses
6. Funding for new economic development and job training initiatives
7. Improvements to local water and sewer infrastructure
8. Improvements to public streets, intersections, and sidewalks
9. Improvements to city / town buildings and other public facilities
10. Government technology upgrades to more online services and improve cybersecurity
11. Increased internet access through broadband infrastructure and public wi-fi networks
12. Investments in improved public transit services
13. Increased funding for local parks and recreation programs
14. Increased funding for police and other public safety agencies
15. Increased funding for fire, EMS, and other first responders

16. Expanded outreach to promote vaccination, greater access to testing, and other public health measures

2. [optional] In what other ways should Pacific Grove use APRA funding? [Open-ended]

Demographic question [optional]:

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: January 19, 2022
SUBJECT: Leadership - Mastering Your Role as an Elected Official
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive report and discuss.

DISCUSSION

Material below originated from the Institute for Local Government's 'Level Up Your Leadership' training held December 6 and 13, 2021.

Leadership on the Council: Foundations For Exceptional Councils

- Develop a sense of team
  - Successfully transition from candidate to a member of council.
  - Become a champion for your agency. Make decisions based on the needs and interests of the community at-large / the greater good.
  - Develop, communicate and support policy goals and council decisions.
  - Demonstrate a willingness to work collaboratively and have an agency-wide perspective.
- Have clear roles and responsibilities
  - Understand your role in local government and responsibilities.
  - Know your role: to set vision and policy, avoid micromanagement.
  - Council should strive to be informed about the issues facing their agency and be prepared to ask questions of staff and each other.
- Honor the relationship with staff and each other
  - Elected officials have the ability to respectfully disagree (i.e. to disagree without being disagreeable).
  - They are able to leave it at the dais; debates are about policy, not personality.
  - Exceptional elected officials reflect positive decorum and model leadership by using respectful tone with colleagues.
  - Effective councils establish a set of behaviors in advance - to promote civility and respect.
- Conduct effective meetings
  - Elected officials are respectful of each other, the public and everyone's time.
  - Elected officials use engaging body language as a way to demonstrate respect.
  - Issues are not personalized - thoughtful dialogue is the objective.
  - Agenda packets are read, councilmembers come prepared and have an open mind.

    - Respect is demonstrated for varied opinions.
    - Everyone strives to be civil and act with decorum.
- Hold themselves and the agency accountable
    - Operate ethically and with integrity.
    - Conduct team building and/or goal setting exercises to track progress towards mutually agreed upon goals
    - Take responsibility for the results (good and bad).
    - Celebrate success.
    - Hold themselves responsible for adhering to operating protocols and codes of conduct.
- Practice continuous learning and development.
    - Stay informed on key issues.
    - Gain key insights and knowledge on all aspects of governing, from budgets to plans and everything in between.
    - Learn to listen. Listening is sometimes more important than learning to give a speech.

If the above were a scorecard, how do you think we rate? Where can you/we improve? Does being an exceptional Council mean members always agree? Additional topics discussed included trust. "Trust takes years to build, seconds to break and forever to repair".

I recommend this training.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Facilitate Local Business Recovery: Review and revise existing policies and programs and develop a strategic plan to better serve existing businesses.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nick Smith, Councilmember
MEETING DATE: January 19, 2022
SUBJECT: Council Liaison Role
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Review role and provide staff direction.

DISCUSSION

Since at least 2010, Council has had an informal practice of assigning a "Council liaison" to its Boards and Commissions ("Boards"). However, there has been confusion and a lack of clarity in the purpose and scope of the Council liaison role. Further, liaisons have been serving in this role without a formal Council action in ordinance or resolution to institute or define the practice. In my five years serving on the Council, I have found the Council liaison appointment to be problematical in a number of ways, which are highlighted below.

First, having a Council liaison leads to potential Brown Act violations. The Boards often look to Councilmembers to provide advice or guidance on various topics while in session or outside of session. Frequently, these topics include items that could come before Council as the governing body and the Board as the subordinate body. Any such activity by a Councilmember may require recusal by the Councilmember, depending on the content of the discussion at the subordinate body level or with members of the subordinate body. It is an area ripe with potentially significant issues.

Second, the purpose of the City's Boards is to act independently of the Council and advise the Council on matters rather than the reverse. It should not be influenced by Councilmembers serving as liaisons so that as many interests as possible are represented within the jurisdiction.

Third, Councilmembers must spend time to attend Board meetings. However, Councilmember roles and participation must be extremely limited. This is time that Councilmembers could spend on various initiatives at the Council level. Commonly, a Council liaison provides a very brief summary of the previous Council meeting. In lieu of this brief report, Board members could review the Council minutes to keep abreast of the actions of the Council and can also attend Council meetings. Likewise, a Councilmember could catch up on Board activities by reading meeting minutes, which are included in Council agenda packets.

Overall, the costs outweigh the benefits of having Council liaisons. There is a reason the role has

not been clarified at some point in the last decade by various Councils who have considered doing so; it is very problematic to try to define.

We should allow our Boards to function independently and end the Council liaison practice.

OPTIONS

Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: January 19, 2022
SUBJECT: Elizabeth Hull Legal Services for ATC Project
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve payment not exceeding $100,000 to Best Best & Krieger LLP for Elizabeth Hull legal services related to development/commercial real estate of the ATC Hotel and Commercial Project.
2. Discuss financial controls for Council approved items that do not have stated expenditure limits.

DISCUSSION

Council voted 7-0 to approve the addition of Elizabeth Hull, Best Best & Krieger to the negotiating team for the vacation of Sloat Ave. and Ocean View Blvd easement in closed session on August 18, 2021. Negotiations are ongoing, and invoices received now exceed the City Manager's expenditure authority of $40,000. Council's approval for hiring Elizabeth Hull did not include an expenditure limit.

Council authorized the City Manager and City Attorney to proceed with litigation against the California Department of Tax and Fee Administration (CDTFA), and to contract with Michael Colantuono for litigation services in closed session on February 24, 2021. Council's approval for hiring Michael Colantuono did not include an expenditure limit. Michael Colantuono was paid $106,797.99 for CDTFA transactions and use tax litigation. This amount exceeds the City Manager's expenditure authority.

It is appropriate that Council discuss financial controls for handling situations in which Council approves an action without specifying a maximum expenditure.

GOAL ALIGNMENT – Not an explicit Council goal.

OPTIONS

None.

FINANCIAL IMPACT:

BB&K was paid nearly $40,000 which is within the City Manager's expenditure authority. Council approval allows for a maximum additional payment of $60,000 for a total payment of $100,000. A budget amendment ordinance to reflect the additional $60,000 will be incorporated into the mid-year budget process.

GOAL ALIGNMENT: See Goal Alignment within Discussion section.

Attachments

BBK EH Agreement under $40K

BBK EH Agreement 1-7-2022

Colantuono Letter Agreement

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES (Under $40,000)

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and Best Best & Krieger, LLP**,** (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: on call development related and CEQA legal services **.**

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **$ 39,500.**

3. **TERM OF AGREEMENT.** The term of this Agreement is from **July 1, 2021** to **July 1, 2022** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: ***Scope of Services and Rates***
Exhibit B: ***Waiver of Indemnity and Insurance provisions***

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, 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 as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall receive reimbursement for reasonable travel expenses.

7. **TERMINATION.**

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.**

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, 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 City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. <u>Architects, Engineers Per Civil Code 2782.8</u> Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnity, defend and hold harmless the City, its officers officials,

employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

❑ Exemption/Modification (Justification attached; subject to approval).

9. **INSURANCE.**

9.01. 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:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, 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 minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

❑ Exemption/Modification (Justification attached; subject to approval).

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.

❑ Exemption/Modification (Justification attached; subject to approval).

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.

❑ Exemption/Modification (Justification attached; subject to approval).

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 retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

❑ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City 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.

. CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, 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 City 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**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City'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.

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 City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City 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 City, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to

City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable

for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	**FOR CONTRACTOR:**
Ben Harvey, City Manager 300 Forest Avenue Pacific Grove, CA 93950 (831) 648-	Scott Campbell Best Best & Kriger LLP 300 South Grand Ave., 25th Floor Los Angeles, CA 90071 Tel: (213) 617-8100 Fax: (213) 617-7480

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

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IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: DocuSigned by: Ben Harvey 903326509B8F4CA...

Ben Harvey, City Manager

Date: 7/26/2021

By: _____

Department Head

Date: _____

Approved as to Form

By: DocuSigned by: David C. Laredo F06545E32B2846E...

David C. Laredo, City Attorney

Date: 7/26/2021

Approved as to Fiscal Provisions[1]

By: _____

Finance

Date: _____

Approved as to Liability Provisions[2]

By: _____

Risk Management

Date: _____

CONTRACTOR

_____

Best Best & Krieger

By: DocuSigned by: Scott Campbell 179BDB498D5C45D...

Scott Campbell, Partner*

7/26/2021

_____

Date: _____

By: _____

_____

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1] Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

[2] Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

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EXHIBIT A
SCOPE OF SERVICES AND FEES

Best Best and Krieger, LLP, shall provide as needed legal services related to development/commercial real estate and California Environmental Quality Act.

The rate for the work shall be:

Partners/Of Counsel	$395/hour
Associates	$325/hour
Paralegals	$200/hour

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EXHIBIT B

WAIVER OF INDEMNITY/INSURANCE JUSTIFICATION

Insurance.

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

Commercial General Liability Insurance is waived based on the work being performed is legal services. Professional Liability Insurance, other than the errors and omissions insurance noted above, is waived because it is not required for the professional services being performed.

Indemnification.

The indemnification provision is waived and is replaced with the following indemnification terms related to legal services:

BB&K agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

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AMENDMENT #1

AGREEMENT FOR PROFESSIONAL SERVICES WITH **BEST BEST & KRIEGER LLP**

WHEREAS, the City of Pacific Grove ("City") and **BEST BEST & KRIEGER LLP** ("Contractor") entered into a Professional Services Agreement ("Agreement") dated October 26, 2021; and

WHEREAS, the City and Contractor desire to amend certain terms of the Agreement; NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **~~$39,500~~ $100,000.**

B. All other terms of the Agreement remain the same.

Dated: 12/15/2021

DocuSigned by:
Elizabeth Wagner Hull
7B00323324B5403...

Elizabeth Wagner Hull
Best Best & Krieger LLP

Dated: 1/7/2022

DocuSigned by:
Ben Harvey
903326509B8E4CA...

Ben Harvey, City Manager

Dated: _____

_____
Bill Peake, Mayor
City of Pacific Grove

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES (Under $40,000)

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and Best Best & Krieger, LLP**,** (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: on call development related and CEQA legal services **.**

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **$ 39,500.**

3. **TERM OF AGREEMENT.** The term of this Agreement is from **July 1, 2021** to **July 1, 2022** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: ***Scope of Services and Rates***
Exhibit B: ***Waiver of Indemnity and Insurance provisions***

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, 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 as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall receive reimbursement for reasonable travel expenses.

7. **TERMINATION.**

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.**

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, 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 City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. <u>Architects, Engineers Per Civil Code 2782.8</u> Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnity, defend and hold harmless the City, its officers officials,

employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

❑ Exemption/Modification (Justification attached; subject to approval).

9. **INSURANCE.**

9.01. 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:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, 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 minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

❑ Exemption/Modification (Justification attached; subject to approval).

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.

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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.

❑ Exemption/Modification (Justification attached; subject to approval).

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 retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

❑ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City 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.

. CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, 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 City 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**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City'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.

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 City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City 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 City, at its sole discretion, to terminate this Agreement immediately.

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10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to

City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable

for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	**FOR CONTRACTOR:**
Ben Harvey, City Manager 300 Forest Avenue Pacific Grove, CA 93950 (831) 648-	Scott Campbell Best Best & Kriger LLP 300 South Grand Ave., 25th Floor Los Angeles, CA 90071 Tel: (213) 617-8100 Fax: (213) 617-7480

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

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IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: DocuSigned by: Ben Harvey 903326509B8F4CA...

Ben Harvey, City Manager

Date: 7/26/2021

By: _____

Department Head

Date: _____

Approved as to Form

By: DocuSigned by: David C. Laredo F06545E32B2846E...

David C. Laredo, City Attorney

Date: 7/26/2021

Approved as to Fiscal Provisions[1]

By: _____

Finance

Date: _____

Approved as to Liability Provisions[2]

By: _____

Risk Management

Date: _____

CONTRACTOR

_____

Best Best & Krieger

By: DocuSigned by: Scott Campbell 179BDB498D5C45D...

Scott Campbell, Partner*

7/26/2021

_____

Date: _____

By: _____

_____

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1] Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

[2] Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

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EXHIBIT A
SCOPE OF SERVICES AND FEES

Best Best and Krieger, LLP, shall provide as needed legal services related to development/commercial real estate and California Environmental Quality Act.

The rate for the work shall be:

Partners/Of Counsel	$395/hour
Associates	$325/hour
Paralegals	$200/hour

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EXHIBIT B

WAIVER OF INDEMNITY/INSURANCE JUSTIFICATION

Insurance.

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

Commercial General Liability Insurance is waived based on the work being performed is legal services. Professional Liability Insurance, other than the errors and omissions insurance noted above, is waived because it is not required for the professional services being performed.

Indemnification.

The indemnification provision is waived and is replaced with the following indemnification terms related to legal services:

BB&K agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
Voice (530) 432-7357
Fax (530) 432-7356

COLANTUONO HIGHSMITH WHATLEY, PC

Michael G. Colantuono
(530) 432-7359
MColantuono@chwlaw.us

February 11, 2021

VIA ELECTRONIC MAIL

David C. Laredo, Esq.
De Lay & Laredo
606 Forest Avenue
Pacific Grove, CA 93950

Re: **Representation of City of Pacific Grove re Dispute with California Department of Tax & Fee Administration re Transactions and Use Tax**

Dear Dave:

As you asked, I write to propose the terms under which we agree to represent City of Pacific Grove ("City") regarding the CDTFA's unwillingness to implement the City's transactions and use tax due to a typographical error in a City Council resolution related to the tax. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:
City of Pacific Grove
Adverse Parties:
California Department of Tax and Fee Administration

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any potential challengers to the tax. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

John Jones and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2021 range between $220 and $525 per hour for attorneys' time, and between $125 and $170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates at $350 per hour for advisory work and at $375 for litigation. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year, but we will not lift these hourly caps without first discussing with you our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles or Nevada Counties pursuant to the arbitration rules for legal fee disputes of the respective County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Oakland to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation arising from this matter. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,

Michael G. Colantuono

MGC:mgc

On behalf of City of Pacific Grove, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

_____
Signature

Date: February 17, 2021

By: Ben Harvey

Title: City Manager, Pacific Grove

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