



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, August 17, 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.

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

CHAMBER CAPACITY SEATING IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.

THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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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: Mayor Peake

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Blue Zones Project Monterey County Presentation **PG 8**

Reference: Kendra Howell, Senior Policy Lead

Recommended Action: Receive 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. 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 August 3, 2022 City Council Closed Session and Regular Meetings **PG 20**
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. Resolution Accepting Irrevocable Gift **Action required by August 17, 2022. PG 30**
Reference: Diana Godwin, Library Director
Recommended Action: Adopt a resolution accepting an irrevocable Gift from the Laws Family for the Library, and designate naming of the Library's Local History Room for the useful life of the Gift.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. Affirming Support of Reproductive Freedom **PG 34**
Reference: Jenny McAdams, Councilmember
Recommended Action: Consider adoption of a resolution entitled “A Resolution of the City Council of the City of Pacific Grove, California, Affirming Support of Reproductive Freedom.”
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

7. **ORDINANCES**

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

8. **REPORTS – INFORMATION ONLY**

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

- A. Check Register Report – July 2022 **PG 38**
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
- B. Core Revenue Report Status for July 2022 **PG 75**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager

Recommended Action: Receive the Core Revenue Status Report for July 2022.

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 79**

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. Agreement Amendments – Time Extensions **PG 81**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action: Authorize time extension amendments for the following agreements:

- George Washington Park Management Plan with Dudek
- Lovers Point Pier Assessment with GHD

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. Architectural Review Board Minutes: July 12, 2022 **PG 119**

Reference: Laurel O'Halloran, Planner

Recommended Action: Receive minutes.

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

B. Diversity, Equity and Inclusion Task Force Minutes: July 11, 2022 **PG 127**

Reference: Sandra Kandell, City Clerk

Recommended Action: Receive minutes.

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

C. Museum Board Minutes: February 8, 2022 **PG 131**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action: Receive the minutes.

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

- D. Planning Commission Meeting Minutes: June 9, 2022 **PG 136**
Reference: Joseph Sidor, Contract Planner
Recommended Action: Receive the minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- E. Traffic Safety Commission Meeting Minutes: June 28, 2022 **PG 141**
Reference: Vincent Garcia, Administrative Technician
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. Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association (POA) **Action required by 8/17/2022. PG 144**
Reference: Leticia Livian, HR Director, Tori Hannah, Assistant City Manager/ASD Director Ben Harvey, City Manager
Recommended Action: Approve a resolution approving the Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association to cover the period of July 1, 2022, through June 30, 2024.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. Amend the City of Pacific Grove's Conflict of Interest Code **Action required by October 3, 2022. PG 189**
Reference: Sandra Kandell, City Clerk
Recommended Action: Introduce and hold first reading of an ordinance to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as “designated employees”; determine that, for the purposes of the City of Pacific Grove’s (City) Conflict Code, the City is the “agency;” approve the updated Conflict Code; and direct that a summary of a proposed ordinance be published as approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

A. Focused General Plan Update **PG 196**

Reference: Anastacia Wyatt, Community Development Director

Recommended Action: 1. Receive a report on actions to prepare a focused General Plan update;

2. Direct City staff to initiate a focused General Plan update to the Land Use, Safety, and Transportation Elements of the City's General Plan to meet the minimum requirements triggered by the 2023-2031 Housing Element Update; and

3. Authorize staff to issue a Request for Proposals for professional services to prepare a focused General Plan update, Zoning Code and Map(s) update, objective design and development standards, and associated environmental review and document preparation.

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

B. Roadwork Restrictions During Harbor Seal Pupping Season **PG 224**

Reference: Luke Coletti, Councilmember

Recommended Action: Direct the City Attorney to return with a draft ordinance to implement roadwork restrictions during harbor seal pupping season.

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

C. Automatic Access to Public Comments **PG 235**

Reference: Jenny McAdams, Councilmember

Recommended Action: Hold a conceptual discussion to provide automatic access to public comments received and provide direction to staff.

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: August 17, 2022
SUBJECT: Blue Zones Project Monterey County Presentation
CEQA: Does not constitute a "Project" per California Environmental Quality Act
Guidelines Section 15378

RECOMMENDATION

Receive report.

Attachments

PPT

Blue Zones Project Monterey County

Pacific Grove City Council August 17, 2022



Brought to Monterey County by:



What is Blue Zones Project?

The Blue Zones Project is a geographically based, community-by-community comprehensive approach to well-being that drives measurable improvement in key metrics.



It all began with Dan Buettner's **20+ year longevity study** to find the world's healthiest people.



Blue Zones® Longevity Hot Spots

LOMA LINDA, CA

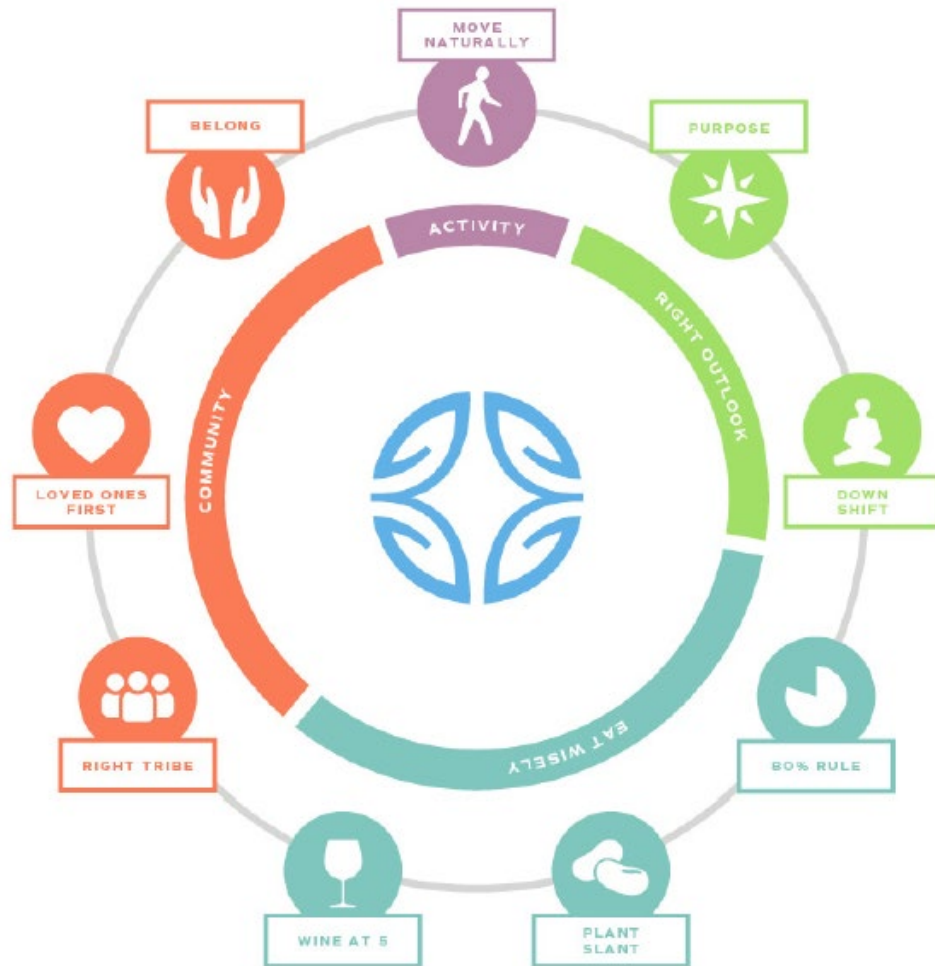
SARDINIA

IKARIA

OKINAWA

NICOYA PENINSULA,
COSTA RICA

Shared Traits of the Longest-Lived People



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MOVE NATURALLY

1. Make daily physical activity an unavoidable part of your environment

• RIGHT OUTLOOK

2. Know your purpose
3. Downshift: work less, slow down, take vacations

• EAT WISELY

4. Eat until 80% full
5. More veggies, less meat & processed food
6. Drink a glass of red wine each day

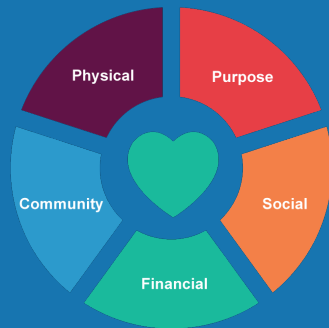
• BELONG

7. Create a healthy social network
8. Connect/reconnect with religion
9. Prioritize family

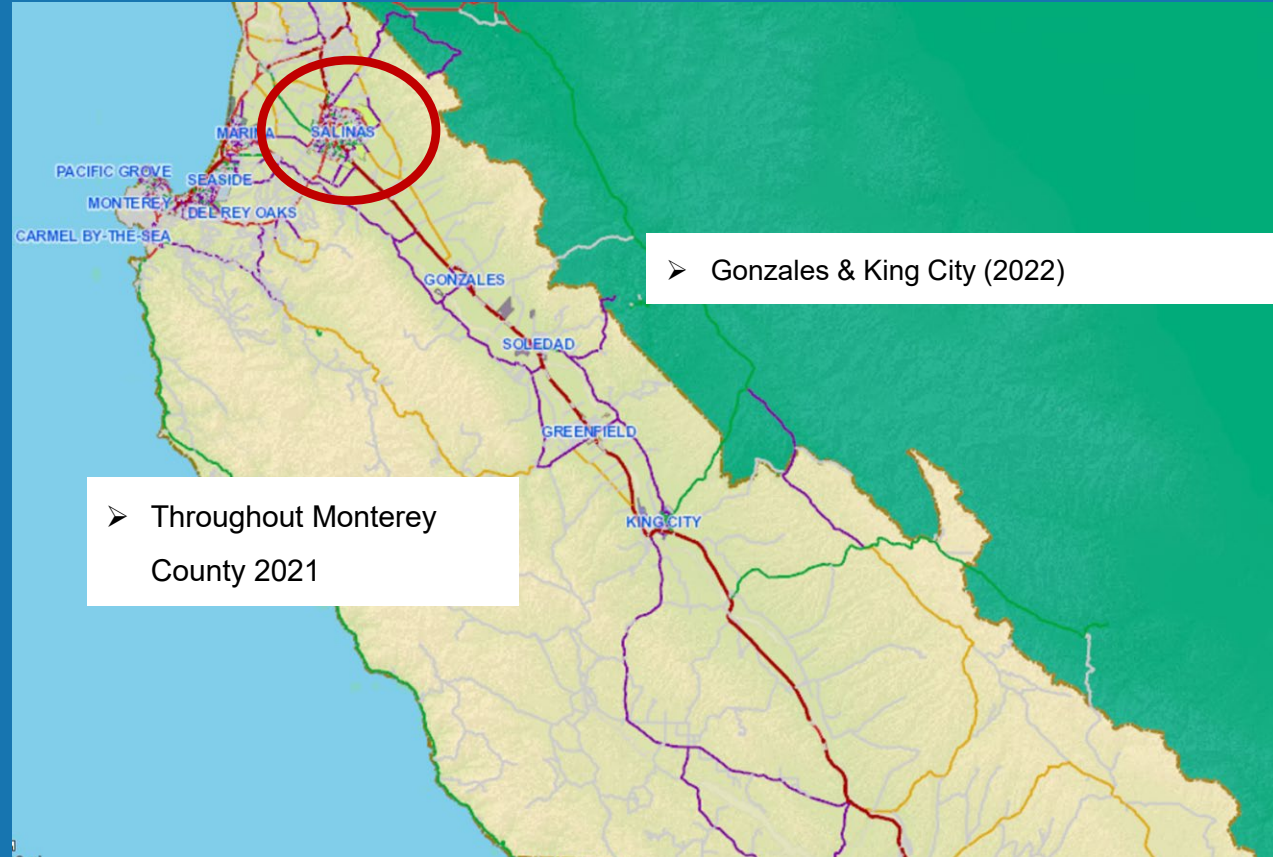
Blue Zones Project Monterey County

➤ Peninsula Cities (2021)

- Monterey
- Marina
- Seaside



BLUE ZONES PROJECT



➤ Gonzales & King City (2022)

➤ Throughout Monterey County 2021

Blue Zones Project Focus - Life Radius™

Life Radius



People

Places

Policy

People - Take steps toward improving individual well-being:

- Move more – Walking Moai
- Discover your purpose
- Eat better – Potluck Moai
- Connect to your community



Places - Healthy choices made easier and sustainable with environmental modifications:

- Schools
- Worksites
- Restaurants
- Grocery stores
- Civic & Faith-Based Orgs



Community Policy has big impact on healthy choices:

- Built environment
- Tobacco policy
- Food policy





Gardening Work Day Dia de jardinería



Oak Woodland Community Garden, Marina
7/9/2022
9am-1pm



Montereycounty.bluezonesproject.com





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: August 17, 2022
SUBJECT: Minutes of the August 3, 2022 City Council Closed Session and Regular 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

CLOSED SESSION MEETING

Wednesday, August 3, 2022, 5:00 P.M.

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

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ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES
REQUIRED BY THE BROWN ACT.**

Join the Zoom Meeting to participate live at:

<https://us02web.zoom.us/j/692219855>

CALL TO ORDER

Mayor Peake called the meeting to order at 5:00 p.m. City Clerk Kandell conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, and Tomlinson. Councilmember McAdams presented via Zoom Meeting. Councilmember Smith joined the meeting in person at approximately 5:03 p.m. Absent: Councilmember Poduri.

- A. Remote Teleconference - AB 361 *Action required by 8/3/22*
No public comment was received.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Coletti, Council voted to ratify 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 6-0-1, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Smith, and Tomlinson.

NOES: None.

ABSENT: Poduri.

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

APPROVAL OF AGENDA

Action: Upon motion by Councilmember Tomlinson and seconded by Mayor Pro Tem Amelio, Council voted to approve the agenda.

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

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

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

Public comment was received from Vince Tuminello.

- A. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services Director and Leticia Livian, Human Resources Director, Donna Williamson, Liebert Cassidy Whitmore Employee Organization: Police Officers Association



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, August 3, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

<https://us02web.zoom.us/j/209579290>

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 in Chamber: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, Smith and Tomlinson. Councilmember McAdams appeared via Zoom. Absent: Councilmember Poduri.

PLEDGE OF ALLEGIANCE

Councilmember Tomlinson led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Tomlinson, Council voted to approve the agenda.

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

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

2. PRESENTATIONS

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

A. Report on Closed Session by City Attorney

Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services
Director and Leticia Livian, Human Resources Director, Donna Williamson, Liebert

Cassidy Whitmore Employee Organization: Police Officers Association

City Attorney Brian Pierik reported no action.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment was received from Vince Tuminello, Linda Vogt, Marsha, Carmelita Garcia, Inge Lorentzen Daumer, and Lisa Ciani.

CONSENT AGENDA

Action: Consent Agenda item 8D was pulled and considered as Regular Agenda item 12B. Consent Agenda item 9B was pulled and considered as Regular Agenda item 12C. Consent Agenda item 7A was pulled and considered as Regular Agenda item 12D.

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

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

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

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

A. Minutes of the July 20, 2022 City Council Closed Session and Regular Meetings

Action: Approved minutes.

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

B. Minutes of the City Council Adjourned and Continued July 27, 2022 meeting

Action: Approved minutes.

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

6. **RESOLUTIONS**

A. Adoption of the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan

Action: Adopted the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan consisting of Volume 1 in its entirety and the City of Pacific Grove’s Annex in Volume 2 (Resolution No. 22-041).

CEQA: Statutory Exemption, CEQA Guidelines Section 15262, Feasibility & Planning Studies

7. **ORDINANCES**

A. Second Reading of an Ordinance Amending the Salary Classification Schedule ***This item was pulled and considered as Regular Agenda item 12D.***

Reference: Leticia Livian, Human Resources Director

Recommended Action:

1. Hold second reading of an ordinance to amend the salary classification schedule;
2. Modify the salary ranges for specified classifications;
3. Add the new classification of City Clerk/DEI Coordinator;
4. Delete the Community and Economic Development Manager classification; and
5. Approve the amendment.

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

- B. Second Reading of an Ordinance Amending the FY22/23 Operating & Capital Improvement Budget

Action: Held second reading and adopted Ordinance No. 22-012 to amend the Fiscal Year 2022/23 Operating and Capital Improvement Budget.

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

8. **REPORTS – INFORMATION ONLY**

- A. Fourth Quarter Treasurer’s Quarterly Report – Fiscal Year 2021-22

Action: Received the Report.

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

- B. Fourth Quarter Workers' Compensation Report

Action: Received the report.

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

- C. Fourth Quarter Purchase Order Report

Action: Received the Fourth Quarter Purchase Order Report.

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

- D. Fourth Quarter Capital Improvement Budget Report ***This item was pulled and considered as Regular Agenda item 12B.***

Reference: Tori Hanna, 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

- E. Status of Records Management System and Posting of Online Agreements

Action: Received report.

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

- F. Monterey Regional Waste Management District (MRWMD)

Action: Received the report.

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

- G. Monterey One Water 2022 Mid-Year Highlights
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. League of California Cities Annual Conference Voting Delegates *This item was pulled and considered as Regular Agenda item 12C.*
Reference: Sandra Kandell, City Clerk
Action: Designate Councilmember Poduri as Voting Delegate and Councilmember McAdams as Alternate to attend the 2022 League of California Cities Annual Conference on September 7-9, 2022 and represent the City on policy matters.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- C. Public Works Electrical Replacement Project
Action: Authorized an agreement with Jacob Construction & Design not to exceed \$313,727.26 plus a 20% contingency for the Public Works Corporation Yard electrical replacement project.
CEQA: Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities
- D. FY22/23 CIP Engineering Services
Action: Authorized an agreement with Neill Engineers Corp for Capital Improvement Plan engineering services in an amount not to exceed \$470,093 plus a 15% contingency.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**
- A. Architectural Review Board Meeting Minutes: June 14, 2022.
Action: Received minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. Library Board Minutes: May 9, 2022
Action: Received minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**
- A. Master Fee Schedule Amendment

No public comment was received.

Action: Upon motion by Councilmember Tomlinson and seconded by Councilmember Smith, Council voted to amend the City of Pacific Grove Municipal Master Fee Schedule to set a fine amount for violations of Pacific Grove Municipal Code Chapter 16.40.710 related to parking in designated electric charging parking spaces (Resolution 22-042).

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

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

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. Funding Regarding State Project Homekey
Public comment was received from Steven Lilley, Vince Tuminello, Dan Anderson, Marsha, John Tilley, Lisa Ciani, and Mark Brice Chakwin.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Smith, Council voted not to authorize staff to initiate a State Project Homekey application for the next round of funding, but to pursue objectives as outlined in the City’s Welcome Home Initiative.

Motion carried 5-1-1, by the following roll call vote:

AYES: Mayor Peake, Councilmembers Coletti, McAdams, Smith and Tomlinson.
NOES: Mayor Pro Tem Amelio.
ABSENT: Councilmember Poduri.

Action: Mayor Pro Tem Amelio amended the motion to move for staff recommendation, but the motion failed for lack of a second.

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

- B. Fourth Quarter Capital Improvement Budget Report ***This item was pulled from the Consent Agenda.***
Public comment was received from Andy Kubica.

Action: Council received the report.

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

- C. League of California Cities Annual Conference Voting Delegates ***This item was pulled from the Consent Agenda.***

No public comment was received.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Smith, Council voted to designate Councilmember Poduri as Voting Delegate and Councilmember McAdams as Alternate to attend the 2022 League of California Cities Annual Conference on September 7-9, 2022 and represent the City on policy matters.

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

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

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

- D. Second Reading of an Ordinance Amending the Salary Classification Schedule ***This item was pulled from the Consent Agenda.***

Public comment was received from Andy Kubica, Inge Lorentzen Daumer, and Marsha.

Action: Upon motion by Councilmember Tomlinson and seconded by Councilmember Smith, the Council voted to hold second reading and adopt Ordinance 22-011 amending the salary classification schedule; modifying the salary ranges for specified classifications; adding the new classification of City Clerk/DEI Coordinator; deleting the Community and Economic Development Manager classification; and approving the amendment.

Motion carried 5-1-1, by the following roll call vote:

AYES: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers McAdams, Smith and Tomlinson.
NOES: Councilmember Coletti.
ABSENT: Councilmember Poduri.

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

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the regular meeting at 8:56 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: Diana Godwin, Library Director
MEETING DATE: August 17, 2022
SUBJECT: Resolution Accepting Irrevocable Gift *Action required by August 17, 2022.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a resolution accepting an irrevocable Gift from the Laws Family for the Library, and designate naming of the Library's Local History Room for the useful life of the Gift.

DISCUSSION

The Laws Family as Donor has offered a charitable gift to the Foundation for use and benefit of the Library in a sum of \$75,000. The Gift would be an irrevocable pledge the Donor would pay to the Foundation. The Gift would be used at the discretion of the City for local history programs, books, materials, and improved means of electronic access to such materials to benefit the Local History Room and the general Library collection. Council Policy 100-10 sets forth the naming guidelines for City land and facilities.

These funds would be distributed to the City over a five-year term.

OPTIONS

1. Take no action.
2. Provide alternate direction.

Note: Taking no action or providing alternate direction would impact the Library's potential receipt of the Gift from the Laws Family.

FINANCIAL IMPACT:

There is no net fiscal impact. Funds to support this project will be provided through the Laws Family or Donor Gift.

Staff will include the appropriation of the Fiscal Year 22/23 revenues and expenditures with the next budget ordinance.

GOAL ALIGNMENT: Facilitate Local Business Recovery: Review and revise existing policies and programs and develop a strategic plan to better serve existing businesses.

Attachments

Resolution - Donor Gift, Library

RESOLUTION NO. 21-xxx
ACCEPTING A GIFT FROM THE LAWS FAMILY
FOR THE CITY OF PACIFIC GROVE LIBRARY

FINDINGS

1. The City of Pacific Grove (City) is a public entity established under the laws of the State of California.
2. The City owns and operates the Pacific Grove Public Library (Library).
3. Decedent Jean Laws (Decedent) was a long-time patron of the Library.
4. Decedent's family, the Laws Family or Donor, wish to make a charitable gift to the PG Library Foundation for the use and benefit of the Library in a sum of \$75,000 (Gift).
5. The Gift would be an irrevocable pledge that Donor shall pay to the Foundation. The Gift would be used at the discretion of the Library Manager/Director for local history programs, books, materials, and improved means of electronic access to such materials to benefit the Local History Room and the general Library collection..
6. Council Policy 100-10 sets forth the naming guidelines for City land and facilities.
7. This Resolution shall authorize the City Manager to prepare an agreement on behalf of the City to accept the irrevocable Gift and to designate the naming of the Library's Local History Room for its useful life.
8. The City Council finds the introduction and adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) as the activity is not a project as defined in Section 15378) of the CEQA Guidelines.

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

1. The foregoing Findings are adopted by the City Council as though set forth in full.
2. This Council hereby accepts the Gift described above to recognize the Decedent.
3. The City Manager is hereby authorized to execute for and on behalf of the City of Pacific Grove, all documents to transfer the Gift from the Foundation to the City for the use and benefit of the Library, and to establish the naming of the Local History Room.
4. This Resolution shall take effect immediately following its adoption.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN PIERIK, 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: Jenny McAdams, Councilmember
MEETING DATE: August 17, 2022
SUBJECT: Affirming Support of Reproductive Freedom
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Consider adoption of a resolution entitled "A Resolution of the City Council of the City of Pacific Grove, California, Affirming Support of Reproductive Freedom."

DISCUSSION

On January 22, 1973, the U.S. Supreme Court announced its decision in *Roe v. Wade* (410 U.S. 959), a constitutional challenge to a Texas statute that criminalized the termination of a pregnancy unless a woman's life was at stake. The case had been filed by "Jane Roe," an unmarried woman who wanted to end her pregnancy safely and legally. Finding that Ms. Jane Roe's constitutional rights had been violated, the court struck down the Texas law. In that landmark decision, the court recognized the constitutional right to privacy "...is broad enough to encompass a woman's decision whether or not to terminate her pregnancy." (*Roe v. Wade* (1973) 410 U.S. 113, 153.)

Roe v. Wade has come to be known as the case that affirmed the constitutional right across the nation for a woman to choose an abortion and have control over her own body. At the time the decision was handed down, many states outlawed abortion. *Roe v. Wade* rendered these laws unconstitutional, making reproductive health services safer and more accessible to women and persons who could become pregnant throughout the country.

On June 24, 2022, the Supreme Court overruled *Roe* in *Dobbs v. Jackson Women's Health Organization* on the grounds that "the Constitution makes no reference to abortion, and no such right is implicitly protected by any constitutional provision." It is expected that more than half the states in the United States could pass laws that would preclude a woman's right to choose whether to have an abortion or not. Under California law, the rights of women and/or a pregnant person to make their own reproductive choices are protected in the California Constitution's based on the right to privacy. On June 27, 2022, the California Legislature passed Senate Constitutional Amendment 10 (SCA 10) that will place on the ballot a proposition to add specific language to the California Constitution ensuring reproductive freedom.

The City of Pacific Grove has a proud record of proclaiming its commitment to inclusivity, diversity, and equity. Our [Core Values, Vision, and Mission](#) affirms the City Council's commitment to making Pacific Grove a welcoming, inclusive, and safe community for everyone, as well as the work via

our [Diversity, Equity, and Inclusion Task Force](#).

ELECTRONIC ATTACHMENTS

1. [Resolution Affirming the County of Monterey as a Champion of Reproductive Freedom](#)- County of Monterey
2. [Resolution Affirming Support of Reproductive Freedom](#)- City of San Luis Obispo
3. [Resolution Affirming the City of Morro Bay's Support of Reproductive Freedom](#)- City of Morro Bay

OPTIONS

1. Decline to adopt the resolution.
2. Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT:

Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Proposed Reso

RESOLUTION NO. 22-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, AFFIRMING SUPPORT OF REPRODUCTIVE FREEDOMS

FINDINGS

WHEREAS, in 1973, the United States Supreme Court's decision in *Roe v. Wade* ruled that the United States Constitution protects a pregnant person's reproductive choices and liberties, namely the right to an abortion; and

WHEREAS, on June 24, 2022, the United States Supreme Court in *Dobbs v. Jackson Women's Health Clinic* overturned *Roe v. Wade*, holding there is no federal Constitutional right for a pregnant person to have an abortion; and

WHEREAS, the ability of women to safely access and receive reproductive and other healthcare services is become increasingly threatened across the United States and we must act now to demonstrate our commitment as a county to protecting reproductive freedom and healthcare rights; and

WHEREAS, all people have a right to comprehensive, evidence-based information about the full range of reproductive health care options, and should have access to comprehensive reproductive health care throughout their lives, regardless of income/race ethnicity, age, sexual orientation, gender, ability, immigration status, geographic circumstance, gender identify, and insurance coverage status; and

WHEREAS, the City of Pacific Grove actively works to advance racial equity through its Diversity, Equity, and Inclusion Task Force; and

WHEREAS, the City of Pacific Grove recognizes that restrictions, bans, and limitations to reproductive healthcare disproportionately impacts the reproductive freedom of populations that already face barriers to accessing care including — communities of color, people with low incomes, immigrants, and young people; and

WHEREAS, the state of California has worked to make reproductive freedom a right for all Californians, protecting a person's rights to reproductive health and bodily autonomy, their privacy regarding reproductive decisions, their access to safe and legal abortion, and fundamentally, the right to choose whether or not to terminate a pregnancy; and

WHEREAS, access to reproductive care is central to an individual's ability to retain autonomy over their body, their choice to have children or not have children, and their ability to parent the children they have in safe and sustainable communities; and

WHEREAS, abortion is health care and is a safe and common procedure, with one in four women obtaining an abortion by age 45; and

WHEREAS, safe and legal access to abortion care is fundamental to ensure that all women can achieve their full potential, to make informed decisions about their health.

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

1. The City of Pacific Grove affirms its commitment to the human rights afforded to all women and persons who can become pregnant, regardless of socioeconomic, ethnic, racial, cultural or religious background, age or sexual orientation and to opposing any laws or regulations that pose a threat to reproductive freedom, reproductive rights and equitable access to reproductive health services.
2. This Resolution shall take effect immediately following its passage and adoption by the City Council.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 17th day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney



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: August 17, 2022
SUBJECT: Check Register Report – July 2022
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 July 2022.

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

July Check Register

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103133	07/01/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103133	07/01/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103133	07/01/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,742.06
TOTAL CHECK									2,489.39
101	103134	07/01/22	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	514.50
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,454.34
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	2,642.55
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103135	07/01/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
TOTAL CHECK									43,695.56
101	103136	07/01/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103136	07/01/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,453.02
TOTAL CHECK									2,801.02
101	103137	07/01/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,223.78
101	103137	07/01/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,706.11
101	103137	07/01/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	39,230.58
TOTAL CHECK									64,160.47
101	103138	07/01/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	103139	07/01/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	1,518.89
101	103140	07/01/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	760.00
101	103141	07/01/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
101	103141	07/01/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,071.57
TOTAL CHECK									12,436.57
101	103142	07/01/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103143	07/01/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	25.00

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103144	07/01/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	20.81
101	103144	07/01/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	179.61
101	103144	07/01/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,184.21
101	103144	07/01/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,800.72
101	103144	07/01/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,085.87
TOTAL CHECK								0.00	10,271.22
101	103145	07/01/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	75.80
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	300.72
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	568.50
101	103146	07/01/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
TOTAL CHECK								0.00	1,938.94
101	103147	07/01/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	127.77
101	103148	07/01/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	103148	07/01/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	112.84
101	103148	07/01/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	328.34
101	103148	07/01/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	365.79
101	103148	07/01/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	782.87
101	103148	07/01/22	2133	PERS	01	202	DED:2001 PERS	0.00	830.26
101	103148	07/01/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,109.58
101	103148	07/01/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,432.85
101	103148	07/01/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,661.31
101	103148	07/01/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,578.25
101	103148	07/01/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	6,975.68
101	103148	07/01/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	7,608.99
101	103148	07/01/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	8,682.81
101	103148	07/01/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,727.26
101	103148	07/01/22	2133	PERS	01	202	DED:01 PERS	0.00	11,187.91
101	103148	07/01/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103148	07/01/22	2133	PERS	01	202	DED:0000 PERS	0.00	296.85
101	103148	07/01/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	-158.49
101	103148	07/01/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	-138.36
101	103148	07/01/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	-0.93
TOTAL CHECK								0.00	66,469.37
101	103149	07/01/22	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	7.00
101	103149	07/01/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	884.42
TOTAL CHECK								0.00	891.42
101	103150	07/01/22	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101	103151	07/01/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,947.13
101	103152	07/01/22	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,338.75
101	103153	07/01/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		103154		07/01/22	4177		UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	1,797.18
101		103155		07/01/22	632		VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88
101		103155		07/01/22	632		VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101		103155		07/01/22	632		VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00
101		103155		07/01/22	632		VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	195.44
101		103155		07/01/22	632		VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	270.01
		TOTAL CHECK									0.00	672.33
101		103159		07/08/22	91		AMBAG	101	5261	MEMBERSHIP DUES	0.00	4,166.00
101		103160		07/08/22	131		AMERICAN PUBLIC WOR	501	5261		0.00	740.00
101		103162		07/08/22	9515		KYLE BAUM	301	5215	NEW STANDARD IN EVI	0.00	72.00
101		103163		07/08/22	8559		MICHAELA BASANESE	301	5215	NEW STANDARD IN EVI	0.00	72.00
101		103164		07/08/22	7263		TOM'S SITE SERVICES	503	5223	4TH OF JULY	0.00	4,283.99
101		103165		07/08/22	6788		JONES AND MAYER	301	5205	LEGAL FEES	0.00	90.00
101		103166		07/08/22	8890		4LEAF	505	5201	FY21/22 TRAFFIC ENG	0.00	956.25
101		103166		07/08/22	8890		4LEAF	201	5202	BUILDING DEPARTMENT	0.00	24,337.50
101		103166		07/08/22	8890		4LEAF	201	5202	BUILDING DEPARTMENT	0.00	28,606.20
101		103166		07/08/22	8890		4LEAF	201	5201	BUILDING DEPARTMENT	0.00	29,966.38
101		103166		07/08/22	8890		4LEAF	201	5201	BUILDING DEPARTMENT	0.00	41,849.40
		TOTAL CHECK									0.00	125,715.73
101		103167		07/08/22	7555		ADT SECURITY SERVIC	131	5201	FIN DEPT	0.00	283.71
101		103168		07/08/22	4965		ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS, WEEKEN	0.00	2,400.00
101		103169		07/08/22	8330		AMAZON CAPITAL SERV	501	5301		0.00	58.70
101		103169		07/08/22	8330		AMAZON CAPITAL SERV	201	5306	OFFICE EQUIP-HOUSIN	0.00	196.22
101		103169		07/08/22	8330		AMAZON CAPITAL SERV	201	5306	OFFICE EQUIPMENT	0.00	208.77
		TOTAL CHECK									0.00	463.69
101		103170		07/08/22	3905		AMERICAN LOCK & KEY	503	5223		0.00	19.67
101		103171		07/08/22	5363		AT&T CALNET 3	133	5206	CITY HALL	0.00	22.43
101		103171		07/08/22	5363		AT&T CALNET 3	133	5212	ADMIN	0.00	22.99
		TOTAL CHECK									0.00	45.42
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	8.75
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	17.09
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	19.95
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	21.44
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	28.96
101		103173		07/08/22	213		BAKER & TAYLOR COMP	401	5301	LABELS AND SUPPLIES	0.00	135.22
		TOTAL CHECK									0.00	231.41

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103174	07/08/22	9240	BAY PHYSICAL THERAP	121	5236	EE PHYS FITNESS EVA	0.00	200.00
101	103174	07/08/22	9240	BAY PHYSICAL THERAP	121	5236	EE FITNESS EVAL	0.00	600.00
TOTAL CHECK									800.00
101	103177	07/08/22	5378	CA BUILDING STANDAR	01	231	CBSC FEES APR-JUN 2	0.00	309.60
101	103178	07/08/22	395	CA DEPT OF CONSERVA	01	219	SMIP FEES AP-JUN 22	0.00	717.78
101	103179	07/08/22	402	CA DEPT OF JUSTICE	121	5201	APPLICANT BACKGRD C	0.00	224.00
101	103180	07/08/22	2993	CENTRALSQUARE TECHN	131	5201	CONSULTING, PROJ MG	0.00	45.00
101	103181	07/08/22	9653	CLARISSA CARRILLO	421	5361	REFUND	0.00	28.80
101	103182	07/08/22	5198	CODE PUBLISHING, IN	101	5201	MUNI CODE	0.00	647.25
101	103183	07/08/22	5171	COMCAST	133	5206	INTERNET-PW	0.00	110.91
101	103183	07/08/22	5171	COMCAST	133	5206	INTERNET - PD	0.00	151.16
101	103183	07/08/22	5171	COMCAST	133	5206	INTERNET-REC	0.00	93.65
101	103183	07/08/22	5171	COMCAST	133	5206	INTERNET-PW	0.00	228.62
TOTAL CHECK									584.34
101	103184	07/08/22	621	COMMUNITY FOUNDATIO	121	5309	COV-MED TESTS	0.00	3,046.56
101	103185	07/08/22	622	CHOMP	301	5291	BLOOD DRAW	0.00	27.00
101	103186	07/08/22	3451	DE LAY & LAREDO	201	5205	MAY 2022 LEGAL SERV	0.00	1,315.60
101	103186	07/08/22	3451	DE LAY & LAREDO	111	5203	MAY 2022 LEGAL SERV	0.00	36,504.07
TOTAL CHECK									37,819.67
101	103187	07/08/22	9187	DEVIL MOUNTAIN WHOL	513	5351		0.00	76.38
101	103187	07/08/22	9187	DEVIL MOUNTAIN WHOL	503	5223		0.00	235.68
TOTAL CHECK									312.06
101	103189	07/08/22	9652	ELISABETH CAUSOR	421	5361	REFUND	0.00	25.26
101	103190	07/08/22	9562	ELLIS INVESTIGATION	121	5237	IMPARTIAL WORPLACE	0.00	715.00
101	103190	07/08/22	9562	ELLIS INVESTIGATION	121	5237	IMPARTIAL WORPLACE	0.00	9,425.00
TOTAL CHECK									10,140.00
101	103191	07/08/22	926	EWING IRRIGATION PR	513	5351		0.00	370.44
101	103192	07/08/22	7889	FASTRAK	351	5309	TOLL EVASION FEE	0.00	7.00
101	103193	07/08/22	592	FOREST HILL ACE HAR	503	5223		0.00	9.78
101	103193	07/08/22	592	FOREST HILL ACE HAR	505	5331		0.00	45.58
TOTAL CHECK									55.36
101	103194	07/08/22	9656	GARY MOLDEN	01	214	REFUND	0.00	189.00
101	103196	07/08/22	1104	GRANITE CONSTRUCTIO	505	5331		0.00	701.26

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	513	5309	FORESTRY	0.00	6.50
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	30.43
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	33.23
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	34.54
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	505	5309	STREETS	0.00	43.00
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	513	5309	FORESTRY	0.00	178.59
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	188.73
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	505	5309	STREETS	0.00	73.88
101	103197	07/08/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	1,210.80
TOTAL CHECK									1,799.70
101	103198	07/08/22	8975	HEIHACHIRO TAKARABE	421	5208	CONTRACT INSTRUCTOR	0.00	84.00
101	103200	07/08/22	9655	JASMIN MENDOZA	01	214	REFUND	0.00	189.00
101	103201	07/08/22	9657	KERRI RAMIREZ	01	214	REFUND	0.00	189.00
101	103202	07/08/22	3521	KIMBALL MIDWEST	502	5309		0.00	31.32
101	103202	07/08/22	3521	KIMBALL MIDWEST	501	5309		0.00	91.46
TOTAL CHECK									122.78
101	103203	07/08/22	1523	LIEBERT CASSIDY WHI	121	5205	NEGOTIATIONS-POA	0.00	2,574.00
101	103203	07/08/22	1523	LIEBERT CASSIDY WHI	121	5205	POA NEGOTIATIONS	0.00	6,006.00
TOTAL CHECK									8,580.00
101	103205	07/08/22	1568	M & S BUILDING SUPP	503	5223	UNAPPLIED CREDITS	0.00	-107.07
101	103205	07/08/22	1568	M & S BUILDING SUPP	503	5223	DISCOUNT BY THE 10T	0.00	-23.40
101	103205	07/08/22	1568	M & S BUILDING SUPP	503	5223		0.00	171.99
TOTAL CHECK									41.52
101	103206	07/08/22	1715	MONTEREY BAY AQUARI	01	4205	REFUND-PARKING PERM	0.00	40.00
101	103207	07/08/22	3807	MONTEREY COUNTY WEE	131	5221	22-010ADOPTION BUDG	0.00	108.81
101	103207	07/08/22	3807	MONTEREY COUNTY WEE	301	5221	22-008 ADOPTION EV	0.00	108.81
101	103207	07/08/22	3807	MONTEREY COUNTY WEE	121	5221	22-009 ADOPTION ADM	0.00	108.81
TOTAL CHECK									326.43
101	103208	07/08/22	1797	MONTEREY REGIONAL W	504	5201	SB1383	0.00	9,211.00
101	103209	07/08/22	1801	MONTEREY TIRE SERVI	351	5227	UNIT 6494	0.00	89.95
101	103210	07/08/22	1802	CITY OF MONTEREY	351	5227		0.00	3,481.48
101	103210	07/08/22	1802	CITY OF MONTEREY	351	5291	PG CERT PROGRAM	0.00	7,500.00
TOTAL CHECK									10,981.48
101	103211	07/08/22	1877	NATIVIDAD MEDICAL C	301	5291	BLOOD DRAWS	0.00	124.00
101	103212	07/08/22	4299	NOLAND, HAMERLY, ET	131	5201	ASSISTANCE WITH DEV	0.00	255.50
101	103213	07/08/22	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	10.86
101	103213	07/08/22	1958	OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	19.03
101	103213	07/08/22	1958	OFFICE DEPOT, INC.	401	5306	CREDIT MEMO	0.00	-7.58

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	5.71
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	52.30
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	54.38
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	201	5306	OFFICE SUPPLIES	0.00	55.31
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	401	5306	OFFICE SUPPLIES	0.00	57.46
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	201	5306	OFFICE SUPPLIES	0.00	147.96
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	68.35
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	131	5301	OFFICE SUPPLIES	0.00	87.07
101		103213		07/08/22	1958		OFFICE DEPOT, INC.	201	5306	OFFICE SUPPLIES	0.00	310.10
TOTAL CHECK											0.00	860.95
101		103214		07/08/22	9001		OFFICE RELIEF	131	5306	NEW OFFICE CHAIR FO	0.00	595.20
101		103215		07/08/22	9576		O'REILLY AUTO ENTER	301	5227	PD UNIT 05	0.00	69.80
101		103216		07/08/22	7054		ORLANDO PEREZ	301	5215	SLI 499	0.00	281.57
101		103218		07/08/22	9528		PACIFIC CHESS ACADE	421	5208	CONTRACT INSTRUCTOR	0.00	1,463.00
101		103219		07/08/22	2024		PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	26.70
101		103219		07/08/22	2024		PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	30.91
101		103219		07/08/22	2024		PACIFIC GAS & ELECT	421	5222	REC	0.00	341.61
101		103219		07/08/22	2024		PACIFIC GAS & ELECT	501	5222	PW	0.00	796.05
TOTAL CHECK											0.00	1,195.27
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	9.78
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	9.96
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	10.26
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	11.61
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	421	5361	REC	0.00	12.14
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.10
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.45
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	14.33
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	505	5309	STREETS	0.00	15.20
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.23
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	502	5309	MECH	0.00	17.38
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	18.02
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	18.48
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	19.55
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	19.99
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	3.03
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	3.44
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	3.90
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.64
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.65
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.65
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.65
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.65
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	505	5309	STREETS	0.00	21.73
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	21.74

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	505	5309	STREETS	0.00	22.97
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	505	5309	STREETS	0.00	26.06
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	26.06
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.33
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.47
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	30.42
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	301	5223	PD	0.00	31.23
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	31.53
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	351	5223	FIRE DEPT	0.00	33.67
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	34.78
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	36.29
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5227	B&G VEHICLE	0.00	38.04
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	43.48
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	45.66
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.69
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	12.16
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	505	5309	STREETS	0.00	22.99
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	CREDIT/DISCOUNT	0.00	-132.01
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5227	B&G VEHICLE	0.00	32.59
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	351	5223	FIRE DEPT	0.00	58.27
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	65.24
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	108.73
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	108.73
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	121.23
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	75.34
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	503	5223	B&G	0.00	316.03
101		103222		07/08/22	2034		PACIFIC GROVE HARDW	351	5223	B&G	0.00	103.08
TOTAL CHECK											0.00	1,761.70
101		103223		07/08/22	7116		CITY MANAGEMENT ADV	121	5201	EXECUTIVE RECRUITME	0.00	8,666.66
101		103224		07/08/22	9650		TIMOTHY D BOWEN	421	5208	CONTRACT INSTRUCTOR	0.00	3,640.00
101		103225		07/08/22	9651		POWERFUL WOMEN, INC	301	5215	WOMEN LEADERSHIP TR	0.00	250.00
101		103226		07/08/22	3828		SAME DAY SHRED	121	5291	CONFIDENTIAL SHRED	0.00	45.00
101		103227		07/08/22	4826		SHUTE, MIHALY & WEI	111	5205	BLUE WAVE VS. CITY	0.00	273.50
101		103228		07/08/22	2485		SIGN WORKS	505	5331	DOWNTOWN SIGN	0.00	4,100.00
101		103229		07/08/22	7891		SIR SPEEDY	501	5301	BUSINESS CARDS	0.00	125.37
101		103230		07/08/22	2541		SPCA OF MONTEREY CO	301	5201	SPCA MONTEREY COUNT	0.00	1,162.00
101		103231		07/08/22	9336		STAPHANY ARRIOLA	421	5361	REFUND	0.00	31.66
101		103232		07/08/22	2571		STATE CONTROLLER'S	301	5201		0.00	11.99
101		103233		07/08/22	2707		TRUCKSIS ENTERPRISE	301	5291	BUSINESS CARDS/SUE	0.00	48.07
101		103234		07/08/22	7867		UPS	301	5211	SHIPPING	0.00	28.02

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103235	07/08/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	20.04
101	103235	07/08/22	2786	VERIZON WIRELESS	121	5212	CM	0.00	26.06
101	103235	07/08/22	2786	VERIZON WIRELESS	133	5212	IT	0.00	38.01
101	103235	07/08/22	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	51.32
101	103235	07/08/22	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	62.35
101	103235	07/08/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	131.30
101	103235	07/08/22	2786	VERIZON WIRELESS	421	5212	REC	0.00	165.36
101	103235	07/08/22	2786	VERIZON WIRELESS	401	5212	LIB	0.00	76.02
101	103235	07/08/22	2786	VERIZON WIRELESS	301	5212	PD	0.00	90.06
101	103235	07/08/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	545.65
101	103235	07/08/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	102.76
101	103235	07/08/22	2786	VERIZON WIRELESS	301	5206	VERIZON WIRELESS MO	0.00	2.54
TOTAL CHECK								0.00	1,311.47
101	103236	07/08/22	9305	WATSONVILLE FORD	301	5227	UNIT PD 5	0.00	17.48
101	103236	07/08/22	9305	WATSONVILLE FORD	503	5223	CREDIT	0.00	-109.25
101	103236	07/08/22	9305	WATSONVILLE FORD	503	5223		0.00	300.43
TOTAL CHECK								0.00	208.66
101	103237	07/08/22	6216	ALBERT WEISFUSS	513	5201	FY21/22 ARBORIST SE	0.00	4,300.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	131	5213	BANKING FEES	0.00	1,462.28
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	513	5132	PERS POB PAYMENT	0.00	2,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	101	5132	PERS POB PAYMENT	0.00	4,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	133	5132	PERS POB PAYMENT	0.00	22,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	502	5132	PERS POB PAYMENT	0.00	25,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	501	5132	PERS POB PAYMENT	0.00	30,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	421	5132	PERS POB PAYMENT	0.00	45,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	121	5132	PERS POB PAYMENT	0.00	85,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	503	5132	PERS POB PAYMENT	0.00	87,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	131	5132	PERS POB PAYMENT	0.00	97,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	401	5132	PERS POB PAYMENT	0.00	98,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	201	5132	PERS POB PAYMENT	0.00	118,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	505	5132	PERS POB PAYMENT	0.00	158,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	351	5132	PERS POB PAYMENT	0.00	642,000.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	301	5132	PERS POB PAYMENT	0.00	801,000.00
TOTAL CHECK								0.00	2,215,462.28
101	103243	07/13/22	4943	US BANK	501	5215	GHO CC JUNE 2022	0.00	26.10
101	103243	07/13/22	4943	US BANK	301	5215	FRANCIS CC JUN 2022	0.00	49.43
101	103243	07/13/22	4943	US BANK	301	5261	PD TRAV CC JUNE 202	0.00	50.00
101	103243	07/13/22	4943	US BANK	121	5236	LIVIAN CC JUNE 2022	0.00	64.56
101	103243	07/13/22	4943	US BANK	101	5301	LINDSTROM CC JUN 20	0.00	77.69
101	103243	07/13/22	4943	US BANK	301	5275	SANTOS CC JUNE 2022	0.00	-32.89
101	103243	07/13/22	4943	US BANK	131	5211	FRATI CC JUNE 2022	0.00	4.33
101	103243	07/13/22	4943	US BANK	201	5291	WYATT CC JUNE 2022	0.00	5,075.85
101	103243	07/13/22	4943	US BANK	101	5291	HARVEY CC JUNE 2022	0.00	83.80
101	103243	07/13/22	4943	US BANK	501	5309	GHO CC JUNE 2022	0.00	87.39
101	103243	07/13/22	4943	US BANK	133	5224	KHASIMI CC JUNE 202	0.00	123.63
101	103243	07/13/22	4943	US BANK	401	5306	GODWIN CC JUNE 2022	0.00	161.31
101	103243	07/13/22	4943	US BANK	101	5291	LINDSTROM CC JUN 20	0.00	171.23

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103243	07/13/22	4943	US BANK	301	5261	SANTOS CC JUNE 2022	0.00	190.00
101	103243	07/13/22	4943	US BANK	121	5261	HARVEY CC JUNE 2022	0.00	191.62
101	103243	07/13/22	4943	US BANK	121	5261	LINDSTROM CC JUN 20	0.00	200.00
101	103243	07/13/22	4943	US BANK	121	5261	KANDELL CC JUNE 202	0.00	200.00
101	103243	07/13/22	4943	US BANK	133	5261	KHASIMI CC JUNE 202	0.00	239.88
101	103243	07/13/22	4943	US BANK	121	5216	LIVIAN CC JUNE 2022	0.00	349.00
101	103243	07/13/22	4943	US BANK	133	5212	KHASIMI CC JUNE 202	0.00	371.43
101	103243	07/13/22	4943	US BANK	133	5229	KHASIMI CC JUNE 202	0.00	374.87
101	103243	07/13/22	4943	US BANK	201	5261	WYATT CC JUNE 2022	0.00	386.25
101	103243	07/13/22	4943	US BANK	133	5206	KHASIMI CC JUNE 202	0.00	277.99
101	103243	07/13/22	4943	US BANK	133	5307	KHASIMI CC JUNE 202	0.00	400.99
101	103243	07/13/22	4943	US BANK	121	5221	LIVIAN CC JUNE 2022	0.00	434.00
101	103243	07/13/22	4943	US BANK	421	5217	CLARK CC JUNE 2022	0.00	460.65
101	103243	07/13/22	4943	US BANK	501	5261	GHO CC JUNE 2022	0.00	480.95
101	103243	07/13/22	4943	US BANK	133	5301	KHASIMI CC JUNE 202	0.00	508.97
101	103243	07/13/22	4943	US BANK	301	5215	MADALONE CC JUN 202	0.00	634.41
101	103243	07/13/22	4943	US BANK	301	5291	PD TRAV CC JUNE 202	0.00	875.45
101	103243	07/13/22	4943	US BANK	121	5215	KANDELL CC JUNE 202	0.00	1,480.62
101	103243	07/13/22	4943	US BANK	201	5215	WYATT CC JUNE 2022	0.00	1,624.13
101	103243	07/13/22	4943	US BANK	121	5215	HARVEY CC JUNE 2022	0.00	1,710.85
101	103243	07/13/22	4943	US BANK	133	5207	KHASIMI CC JUNE 202	0.00	1,982.59
101	103243	07/13/22	4943	US BANK	421	5361	CLARK CC JUNE 2022	0.00	1,999.26
101	103243	07/13/22	4943	US BANK	301	5215	PD TRAV CC JUNE 202	0.00	2,725.39
TOTAL CHECK								0.00	24,041.73
101	103244	07/15/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,742.06
101	103244	07/15/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103244	07/15/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
TOTAL CHECK								0.00	2,489.39
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	2,642.55
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,804.96
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103245	07/15/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
TOTAL CHECK								0.00	44,046.18

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103246	07/15/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,453.02
101	103246	07/15/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
TOTAL CHECK									2,801.02
101	103247	07/15/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,296.86
101	103247	07/15/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,929.64
101	103247	07/15/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	38,198.91
TOTAL CHECK									63,425.41
101	103248	07/15/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	103249	07/15/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	100.00
101	103250	07/15/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	760.00
101	103251	07/15/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,471.57
101	103251	07/15/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
TOTAL CHECK									12,836.57
101	103252	07/15/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103253	07/15/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	25.00
101	103254	07/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,188.77
101	103254	07/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,843.22
101	103254	07/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,226.92
101	103254	07/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	23.39
101	103254	07/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	162.59
TOTAL CHECK									10,444.89
101	103255	07/15/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	75.80
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	300.72
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	587.45
101	103256	07/15/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
TOTAL CHECK									1,957.89
101	103257	07/15/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	128.81
101	103258	07/15/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	1,029.66
101	103258	07/15/22	2133	PERS	01	202	DED:2000 PERS EMPLOY	0.00	1,111.95
101	103258	07/15/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,432.85
101	103258	07/15/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,690.71
101	103258	07/15/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,578.25
101	103258	07/15/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	6,915.14
101	103258	07/15/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	7,670.41
101	103258	07/15/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	8,705.09
101	103258	07/15/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,174.72
101	103258	07/15/22	2133	PERS	01	202	DED:01 PERS	0.00	11,267.71

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103258	07/15/22	2133	PERS	01	202	DED:0000 PERS	0.00	-15.73
101	103258	07/15/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103258	07/15/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	83.70
101	103258	07/15/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	195.65
101	103258	07/15/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	365.79
101	103258	07/15/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	459.17
101	103258	07/15/22	2133	PERS	01	202	DED:2001 PERS	0.00	830.26
TOTAL CHECK								0.00	67,492.08
101	103259	07/15/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	884.75
101	103260	07/15/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,989.28
101	103261	07/15/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103262	07/15/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	1,568.49
101	103263	07/15/22	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88
101	103263	07/15/22	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101	103263	07/15/22	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00
101	103263	07/15/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	202.42
101	103263	07/15/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	270.01
TOTAL CHECK								0.00	679.31
101	103267	07/20/22	2133	PERS	505	5122	1959 SURV BILL 21/2	0.00	226.07
101	103267	07/20/22	2133	PERS	121	5122	1959 SURV BILL 21/2	0.00	231.24
101	103267	07/20/22	2133	PERS	201	5122	1959 SURV BILL 21/2	0.00	265.55
101	103267	07/20/22	2133	PERS	421	5122	1959 SURV BILL 21/2	0.00	285.76
101	103267	07/20/22	2133	PERS	131	5122	1959 SURV BILL 21/2	0.00	368.01
101	103267	07/20/22	2133	PERS	401	5122	1959 SURV BILL 21/2	0.00	535.80
101	103267	07/20/22	2133	PERS	503	5122	1959 SURV BILL 21/2	0.00	573.40
101	103267	07/20/22	2133	PERS	301	5122	1959 SURV BILL 21/2	0.00	1,680.72
101	103267	07/20/22	2133	PERS	513	5122	1959 SURV BILL 21/2	0.00	14.10
101	103267	07/20/22	2133	PERS	130	5122	1959 SURV BILL 21/2	0.00	22.56
101	103267	07/20/22	2133	PERS	501	5122	1959 SURV BILL 21/2	0.00	89.77
101	103267	07/20/22	2133	PERS	502	5122	1959 SURV BILL 21/2	0.00	112.80
101	103267	07/20/22	2133	PERS	133	5122	1959 SURV BILL 21/2	0.00	115.62
101	103267	07/20/22	2133	PERS	101	5122	1959 SURV BILL 21/2	0.00	173.90
TOTAL CHECK								0.00	4,695.30
101	103268	07/22/22	6961	A TO Z DATABASES	401	5201	CONTRACT SERVICES	0.00	690.00
101	103269	07/22/22	7555	ADT SECURITY SERVIC	503	5291		0.00	42.14
101	103269	07/22/22	7555	ADT SECURITY SERVIC	505	5291		0.00	42.14
TOTAL CHECK								0.00	84.28
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	501	5275		0.00	27.62
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	505	5291		0.00	32.58
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	501	5301		0.00	44.22
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	502	5322		0.00	35.88
TOTAL CHECK								0.00	140.30

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103271	07/22/22	8566	ARCHIVESOCIAL	301	5291		0.00	2,988.00
101	103272	07/22/22	6154	AT&T	421	5212	REC	0.00	33.97
101	103272	07/22/22	6154	AT&T	351	5212	SEWER ALARM	0.00	33.97
101	103272	07/22/22	6154	AT&T	133	5212	ADMIN ALARM	0.00	33.97
TOTAL CHECK								0.00	101.91
101	103275	07/22/22	9675	EMILY STEENBUCK	01	4462	REFUND	0.00	100.00
101	103276	07/22/22	7884	GARDAWORLD	131	5202	JULY 2022	0.00	86.97
101	103277	07/22/22	1138	GROVE MARKET	421	5361	CAMP SUPPLIES	0.00	3.79
101	103277	07/22/22	1138	GROVE MARKET	421	5361	CAMP SUPPLIES	0.00	25.52
TOTAL CHECK								0.00	29.31
101	103278	07/22/22	4123	INTERSTATE TRAFFIC	505	5331		0.00	489.08
101	103279	07/22/22	4367	KELLY MOORE PAINT C	505	5291		0.00	116.90
101	103280	07/22/22	7086	LIBRARY IDEAS, LLC	401	5303	BOOKS & MATERIALS	0.00	4,244.00
101	103282	07/22/22	8845	NICHE ACADEMY	401	5201	CONTRACT SERVICES	0.00	1,600.00
101	103283	07/22/22	5567	OVERDRIVE, INC.	401	5303	DIGITAL BOOKS & MAT	0.00	3,500.00
101	103284	07/22/22	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
101	103285	07/22/22	2219	PURE WATER	502	5309		0.00	26.58
101	103285	07/22/22	2219	PURE WATER	503	5309		0.00	26.58
101	103285	07/22/22	2219	PURE WATER	505	5309		0.00	26.58
101	103285	07/22/22	2219	PURE WATER	501	5309		0.00	26.59
TOTAL CHECK								0.00	106.33
101	103286	07/22/22	2276	BECKS SHOES AND REP	501	5275	DAN GH0 SHOES	0.00	134.65
101	103287	07/22/22	8520	TOTAL IMAGING SOLUT	401	5201	CONTRACT SERVICE	0.00	935.00
101	103288	07/22/22	2715	TURF STAR INC.	503	5223	GOLF COURSE	0.00	77.60
101	103290	07/22/22	2800	ROXANE VIRAY	301	5123	JULY 2022	0.00	150.00
101	103291	07/22/22	9305	WATSONVILLE FORD	301	5227	PD UNIT1	0.00	133.96
101	103291	07/22/22	9305	WATSONVILLE FORD	503	5227	UNIT 55	0.00	143.76
TOTAL CHECK								0.00	277.72
101	103292	07/22/22	1768	STURDY OIL COMPANY	301	5311	PD	0.00	1,140.47
101	103292	07/22/22	1768	STURDY OIL COMPANY	505	5311	STRT	0.00	1,141.38
101	103292	07/22/22	1768	STURDY OIL COMPANY	503	5311	B & G	0.00	2,282.77
101	103292	07/22/22	1768	STURDY OIL COMPANY	01	111		0.00	2,758.11
TOTAL CHECK								0.00	7,322.73
101	103293	07/22/22	5621	ACCENT CLEAN & SWEE	504	5201	FY21/22 STREET SWEE	0.00	13,266.00

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		103294		07/22/22	7555		ADT SECURITY SERVIC	421	5201	REC DEPT	0.00	239.34
101		103295		07/22/22	3905		AMERICAN LOCK & KEY	503	5223		0.00	135.00
101		103296		07/22/22	9660		ANDREA FERNANDEZ	01	214	REFUND	0.00	189.00
101		103297		07/22/22	9430		ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	105.60
101		103297		07/22/22	9430		ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	105.60
101		103297		07/22/22	9430		ARAMARK UNIFORM & C	301	5201	LINEN SERVICE	0.00	105.60
		TOTAL CHECK									0.00	316.80
101		103298		07/22/22	7061		BEACH HOUSE BAR AND	503	5223	QUARTERLY CLEANING	0.00	1,800.00
101		103299		07/22/22	8701		BEAR ELECTRICAL SOL	505	5291		0.00	250.00
101		103300		07/22/22	3447		DEBBY BECK	201	5471	FACADE IMP PROGRAM	0.00	3,908.98
101		103301		07/22/22	8113		CALIFORNIA TOWING &	503	5227	UNIT 59	0.00	504.00
101		103302		07/22/22	9658		CAPTAIN + STOKER	201	5471	FACADE IMP PROGRAM	0.00	1,105.50
101		103303		07/22/22	9663		CHRIS MOHLENHOFF	01	4462	REFUND	0.00	105.75
101		103304		07/22/22	9664		DANIELE JORN	01	4462	REFUND	0.00	19.00
101		103305		07/22/22	9489		DARRYL PANG	301	5201	POLYGRAPH/BISPHAM	0.00	650.00
101		103306		07/22/22	3451		DE LAY & LAREDO	111	5203	JUNE 2022 LEGAL FEE	0.00	35,095.00
101		103306	V	07/22/22	3451		DE LAY & LAREDO	111	5203	JUNE 2022 LEGAL FEE	0.00	-35,095.00
		TOTAL CHECK									0.00	0.00
101		103307		07/22/22	8751		EAN SERVICES LLC	301	5215	RENTAL CAR/TRAINING	0.00	128.00
101		103308		07/22/22	9659		EDUARDO MONTOYA-PER	01	214	REFUND	0.00	189.00
101		103309		07/22/22	904		ENGINEERED FIRE SYS	351	5201	PLAN REVIEW JUNE 20	0.00	500.00
101		103313		07/22/22	9665		GRETCHEN ROBINSON	01	4462	REFUND	0.00	104.51
101		103314		07/22/22	1138		GROVE MARKET	421	5361	SNACKS FOR SUMMER	0.00	58.95
101		103315		07/22/22	6743		HANA GARDENS SEASID	503	5223	LIGHTHOUSE	0.00	80.13
101		103316		07/22/22	9095		HERA BURNS	01	4462	REFUND	0.00	226.50
101		103317		07/22/22	4123		INTERSTATE TRAFFIC	505	5309		0.00	125.73
101		103318		07/22/22	7433		IPS GROUP, INC	301	5213	IPS METER BANK FEES	0.00	1,552.10
101		103319		07/22/22	9666		JEANNE KERR	01	4462	REFUND	0.00	202.50

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103320	07/22/22	9667	KATHERINE IMBEAU	01	4462	REFUND	0.00	243.00
101	103321	07/22/22	9668	KELLEY GILBERT	01	4462	REFUND	0.00	63.00
101	103322	07/22/22	9329	LAUREN WALSH	01	4462	REFUND	0.00	345.00
101	103325	07/22/22	9661	MADELINE SHANNON	01	214	REFUND	0.00	189.00
101	103326	07/22/22	9669	MARINA RODINA	01	4462	REFUND	0.00	100.00
101	103327	07/22/22	9674	MARIYA EGGENSPEGER	01	4462	REFUND	0.00	105.75
101	103328	07/22/22	9670	MATTHEW CONWAY	01	4462	REFUND	0.00	256.50
101	103329	07/22/22	9171	MOLLIE COLLYER	01	4462	REFUND	0.00	296.00
101	103330	07/22/22	1771	MONTEREY COUNTY SHE	301	5201	CRIMINAL JUSTICE IN	0.00	19,318.79
101	103331	07/22/22	9369	MORELAND INVESTIGAT	301	5201	BACKGROUND INVESTIG	0.00	1,933.84
101	103331	07/22/22	9369	MORELAND INVESTIGAT	301	5201	BACKGROUND INVESTIG	0.00	1,940.80
TOTAL CHECK								0.00	3,874.64
101	103332	07/22/22	9671	MORGAN INNS	01	4462	REFUND	0.00	126.00
101	103333	07/22/22	7054	ORLANDO PEREZ	301	5215	REIMB	0.00	28.71
101	103334	07/22/22	8429	PURE JANITORIAL LLC	411	5201	FY21/22 JANITORIAL	0.00	2,385.00
101	103335	07/22/22	2219	PURE WATER	502	5309		0.00	33.58
101	103335	07/22/22	2219	PURE WATER	503	5309		0.00	33.58
101	103335	07/22/22	2219	PURE WATER	505	5309		0.00	33.58
101	103335	07/22/22	2219	PURE WATER	501	5309		0.00	33.59
TOTAL CHECK								0.00	134.33
101	103336	07/22/22	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	205.90
101	103337	07/22/22	9334	RUSSELL AURIA PEST	513	5201		0.00	250.00
101	103338	07/22/22	9672	SADIRA SMITH	01	4462	REFUND	0.00	63.00
101	103339	07/22/22	9662	SHANDA HUSTED	01	214	REFUND	0.00	189.00
101	103340	07/22/22	2541	SPCA OF MONTEREY CO	301	5201	SPCA MONTEREY COUNT	0.00	2,324.00
101	103341	07/22/22	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	237.00
101	103341	07/22/22	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	672.52
TOTAL CHECK								0.00	909.52
101	103342	07/22/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	38.25
101	103342	07/22/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	48.92
101	103342	07/22/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	128.61
101	103342	07/22/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	163.09

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 15
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	378.87
101	103343	07/22/22	9673	STEPHANIE CORCORAN	01	4462	REFUND	0.00	108.00
101	103344	07/22/22	8379	TRANSUNION RISK AND	301	5201	4170441/TLO	0.00	75.00
101	103346	07/22/22	2796	VICTORY TOYOTA	301	5227	TOYOTA SERVICE PART	0.00	170.95
101	103347	07/22/22	1204	WINNERS AWARDS & EN	513	5201	MEMORIAL TREE PROGR	0.00	289.51
101	103347	07/22/22	1204	WINNERS AWARDS & EN	513	5309	MEMORIAL TREE PROGR	0.00	289.51
TOTAL CHECK								0.00	579.02
101	103349	07/25/22	2133	PERS	101	5145	JULY 22 UAL	0.00	500.00
101	103349	07/25/22	2133	PERS	133	5145	JULY 22 UAL	0.00	2,583.33
101	103349	07/25/22	2133	PERS	502	5145	JULY 22 UAL	0.00	2,916.67
101	103349	07/25/22	2133	PERS	501	5145	JULY 22 UAL	0.00	3,583.33
101	103349	07/25/22	2133	PERS	421	5145	JULY 22 UAL	0.00	5,416.67
101	103349	07/25/22	2133	PERS	121	5145	JULY 22 UAL	0.00	10,000.00
101	103349	07/25/22	2133	PERS	503	5145	JULY 22 UAL	0.00	10,166.67
101	103349	07/25/22	2133	PERS	131	5145	JULY 22 UAL	0.00	11,500.00
101	103349	07/25/22	2133	PERS	401	5145	JULY 22 UAL	0.00	11,583.33
101	103349	07/25/22	2133	PERS	201	5145	JULY 22 UAL	0.00	13,833.33
101	103349	07/25/22	2133	PERS	505	5145	JULY 22 UAL	0.00	18,583.33
101	103349	07/25/22	2133	PERS	351	5145	JULY 22 UAL	0.00	99,750.00
101	103349	07/25/22	2133	PERS	301	5145	JULY 22 UAL	0.00	118,603.25
101	103349	07/25/22	2133	PERS	513	5145	JULY 22 UAL	0.00	250.00
TOTAL CHECK								0.00	309,269.91
101	103351	07/27/22	8317	ANDREW BUTLER	01	4637	REIMB CDD GIFT CARD	0.00	225.00
101	103352	07/27/22	3451	DE LAY & LAREDO	111	5205	JUNE 2022 LEGAL FEE	0.00	1,409.07
101	103352	07/27/22	3451	DE LAY & LAREDO	111	5203	JUNE 2022 LEGAL FEE	0.00	33,685.93
TOTAL CHECK								0.00	35,095.00
101	103353	07/29/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103353	07/29/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103353	07/29/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,742.06
TOTAL CHECK								0.00	2,489.39
101	103354	07/29/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103354	07/29/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,453.02
TOTAL CHECK								0.00	2,801.02
101	103355	07/29/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,371.96
101	103355	07/29/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,200.26
101	103355	07/29/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,927.48
TOTAL CHECK								0.00	62,499.70
101	103356	07/29/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	655.29
101	103357	07/29/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
101	103357	07/29/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,221.57

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	13,586.57
101	103358	07/29/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103359	07/29/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	21.64
101	103359	07/29/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	193.00
101	103359	07/29/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,200.60
101	103359	07/29/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,808.40
101	103359	07/29/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	5,855.78
TOTAL CHECK								0.00	10,079.42
101	103360	07/29/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103361	07/29/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	127.38
101	103362	07/29/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103362	07/29/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	103362	07/29/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	103.66
101	103362	07/29/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	367.04
101	103362	07/29/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	469.51
101	103362	07/29/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	771.15
101	103362	07/29/22	2133	PERS	01	202	DED:2001 PERS	0.00	830.26
101	103362	07/29/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,111.95
101	103362	07/29/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,478.11
101	103362	07/29/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,699.44
101	103362	07/29/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,696.91
101	103362	07/29/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,041.94
101	103362	07/29/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	7,938.79
101	103362	07/29/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	8,900.31
101	103362	07/29/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,805.97
101	103362	07/29/22	2133	PERS	01	202	DED:01 PERS	0.00	11,284.29
TOTAL CHECK								0.00	67,580.71
101	103363	07/29/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,949.89
101	103364	07/29/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103365	07/29/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	1,756.98
101	V70822	07/08/22	9196	DIANNE LYLE	421	5208	CONTRACT INSTRUCTOR	0.00	728.00
101	V7082023	07/08/22	3835	REPUBLIC ELEVATOR,	401	5201	QUARTERLY MAINTENAN	0.00	487.40
101	V7082023	07/08/22	3835	REPUBLIC ELEVATOR,	411	5201	QUARTERLY MAINTENAN	0.00	487.40
101	V7082023	07/08/22	3835	REPUBLIC ELEVATOR,	503	5201	QUARTERLY MAINTENAN	0.00	974.81
TOTAL CHECK								0.00	1,949.61
TOTAL CASH ACCOUNT								0.00	3,529,245.29
TOTAL FUND								0.00	3,529,245.29

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 04 - HYPERBARIC CHAMBER									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103161	07/08/22	6867	ARTHUR J. GALLAGHER	352	5231		0.00	7,844.78
TOTAL CASH ACCOUNT								0.00	7,844.78
TOTAL FUND								0.00	7,844.78

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 18
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 11 - LIBRARY BOOK FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	-16.20
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	120.41
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	189.33
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	243.29
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	310.13
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	322.22
101	103173	07/08/22	213	BAKER & TAYLOR COMP	403	5303	BOOKS AND MATERIALS	0.00	1,348.21
TOTAL CHECK								0.00	2,517.39
101	103217	07/08/22	5567	OVERDRIVE, INC.	403	5303	BOOKS & MATERIALS	0.00	8.97
101	103243	07/13/22	4943	US BANK	403	5303	WEIRICK CC JUNE 202	0.00	16.30
101	103243	07/13/22	4943	US BANK	403	5303	WEIRICK CC JUNE 202	0.00	3,957.81
TOTAL CHECK								0.00	3,974.11
101	103323	07/22/22	7086	LIBRARY IDEAS, LLC	403	5303	BOOKS & MATERIALS	0.00	5.50
TOTAL CASH ACCOUNT								0.00	6,505.97
TOTAL FUND								0.00	6,505.97

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 19
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 15 - HOUSING FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	204	5132	PERS POB PAYMENT	0.00	8,000.00	
101	103267	07/20/22	2133	PERS	204	5122	1959 SURV BILL 21/2	0.00	30.55	
101	103349	07/25/22	2133	PERS	204	5145	JULY 22 UAL	0.00	916.67	
TOTAL CASH ACCOUNT								0.00	8,947.22	
TOTAL FUND								0.00	8,947.22	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 20
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103175	07/08/22	8701	BEAR ELECTRICAL SOL	508	5331		0.00	250.00
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	508	5132	PERS POB PAYMENT	0.00	14,000.00
101	103267	07/20/22	2133	PERS	508	5122	1959 SURV BILL 21/2	0.00	59.22
101	103292	07/22/22	1768	STURDY OIL COMPANY	508	5311	STRT/TYMC0/BOOM	0.00	1,141.38
101	103349	07/25/22	2133	PERS	508	5145	JULY 22 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	17,283.93
TOTAL FUND								0.00	17,283.93

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 21
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 24 - LOVERS POINT POOL										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	425	5309		0.00	212.79	
TOTAL CASH ACCOUNT								0.00	212.79	
TOTAL FUND								0.00	212.79	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 22
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103171	07/08/22	5363	AT&T CALNET 3	413	5212	LIGHTHOUSE	0.00	22.43
101	103188	07/08/22	8501	DONNA FOOTE	413	5309	AMERICAN FLAG	0.00	8.50
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	67.03
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	101.07
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	39.11
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	5.43
TOTAL CHECK								0.00	212.64
101	103270	07/22/22	8330	AMAZON CAPITAL SERV	413	5223		0.00	33.78
TOTAL CASH ACCOUNT								0.00	277.35
TOTAL FUND								0.00	277.35

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 23
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 41 - YOUNT INCOME FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	510	5132	PERS POB PAYMENT	0.00	2,000.00
101	103267	07/20/22	2133	PERS	510	5122	1959 SURV BILL 21/2	0.00	11.28
101	103349	07/25/22	2133	PERS	510	5145	JULY 22 UAL	0.00	166.67
TOTAL CASH ACCOUNT								0.00	2,177.95
TOTAL FUND								0.00	2,177.95

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 24
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 42 - PUB SAFETY AUG FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103281	07/22/22	1751	MONTEREY COUNTY	EME 303	5201	1ST QTR FY 22/23	0.00	138,599.00
TOTAL CASH ACCOUNT								0.00	138,599.00
TOTAL FUND								0.00	138,599.00

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 25
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 43 - SLESF FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103204	07/08/22	9549	LIFTSHIFT LLC	304	5201	RMS DATA MIGRATION	0.00	23,441.02
101	103267	07/20/22	2133	PERS	309	5122	1959 SURV BILL 21/2	0.00	39.48
101	103310	07/22/22	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,125.60
TOTAL CASH ACCOUNT								0.00	25,606.10
TOTAL FUND								0.00	25,606.10

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 26
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 46 - STRONG DISBURSEMENT FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103176	07/08/22	9444	BUREAU VERITAS TECH	461	6021	EV CHARGING STATION	0.00	6,816.00	
TOTAL CASH ACCOUNT								0.00	6,816.00	
TOTAL FUND								0.00	6,816.00	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 27
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103172	07/08/22	4036	AURUM CONSULTING	EN 631	6021	PW YARD ELECTRICAL	0.00	-560.00
101	103172	07/08/22	4036	AURUM CONSULTING	EN 631	6021	PW YARD ELECTRICAL	0.00	375.00
101	103172	07/08/22	4036	AURUM CONSULTING	EN 631	6021	PW YARD ELECTRICAL	0.00	650.00
TOTAL CHECK								0.00	465.00
101	103199	07/08/22	9553	JACOB CONSTRUCTION	631	6021	PW FIRE	0.00	66,473.50
101	103238	07/08/22	9401	WILLIAMS SCOTSMAN,	631	6021	FY21/22 PW CONSTRUC	0.00	1,219.85
101	103239	07/08/22	9325	ZANDER DESIGN	631	6031	POINT PINOS TRAIL C	0.00	3,610.00
101	103345	07/22/22	5252	ULINE	631	6031		0.00	4,892.67
101	103348	07/22/22	9325	ZANDER DESIGN	631	6031	POINT PINOS TRAIL C	0.00	5,159.80
TOTAL CASH ACCOUNT								0.00	81,820.82
TOTAL FUND								0.00	81,820.82

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 28
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103157	07/06/22	1	CALPERS HEALTH	703	5123	JUL 22 RET & CHANGE	0.00	3,884.49
101	103264	07/14/22	632	VISION SERVICE PLAN	703	5123	JULY 22 PREM	0.00	159.08
101	103265	07/14/22	8211	STANDARD INSURANCE	703	5123	JULY 2022	0.00	2,172.07
101	103350	07/25/22	9360	STANDARD INSURANCE	703	5234	JULY 2022 PREMIUMS	0.00	5,380.84
101	V7082022	07/08/22	9163	CLAREMONT BEHAVIORA	703	5123	JULY 2022	0.00	648.15
TOTAL CASH ACCOUNT								0.00	12,244.63
TOTAL FUND								0.00	12,244.63

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 29
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 71 - WORKERS COMP FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	701	5132	PERS POB PAYMENT	0.00	5,000.00	
101	103267	07/20/22	2133	PERS	701	5122	1959 SURV BILL 21/2	0.00	16.92	
101	103349	07/25/22	2133	PERS	701	5145	JULY 22 UAL	0.00	666.67	
TOTAL CASH ACCOUNT								0.00	5,683.59	
TOTAL FUND								0.00	5,683.59	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 30
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103158	07/08/22	3454	ALLIANT INSURANCE S	702	5231	ACIP 22/23	0.00	1,783.00
101	103186	07/08/22	3451	DE LAY & LAREDO	702	5201	MAY 2022 LEGAL SERV	0.00	6,177.60
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	702	5132	PERS POB PAYMENT	0.00	4,000.00
101	103267	07/20/22	2133	PERS	702	5122	1959 SURV BILL 21/2	0.00	11.28
101	103306 V	07/22/22	3451	DE LAY & LAREDO	702	5201	JUNE 2022 LEGAL FEE	0.00	-7,436.00
101	103306	07/22/22	3451	DE LAY & LAREDO	702	5201	JUNE 2022 LEGAL FEE	0.00	7,436.00
TOTAL CHECK								0.00	0.00
101	103349	07/25/22	2133	PERS	702	5145	JULY 22 UAL	0.00	500.00
101	103352	07/27/22	3451	DE LAY & LAREDO	702	5201	JUNE 2022 LEGAL FEE	0.00	7,436.00
TOTAL CASH ACCOUNT								0.00	19,907.88
TOTAL FUND								0.00	19,907.88

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 31
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 74 - LOCAL WATER PROJECT									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103186	07/08/22	3451	DE LAY & LAREDO	741	5201	LWP	0.00	85.80
101	103219	07/08/22	2024	PACIFIC GAS & ELECT	741	5222	LWP	0.00	9,465.77
TOTAL CASH ACCOUNT								0.00	9,551.57
TOTAL FUND								0.00	9,551.57

SUPERION
 DATE: 08/05/2022
 TIME: 15:34:44

CITY OF PACIFIC GROVE
 CHECK REGISTER - BY FUND

PAGE NUMBER: 32
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
 ACCOUNTING PERIOD: 2/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	95.61
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	104.37
101	103222	07/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	41.28
TOTAL CHECK								0.00	241.26
101	103235	07/08/22	2786	VERIZON WIRELESS	601	5212	CEM	0.00	20.02
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	601	5132	PERS POB PAYMENT	0.00	10,000.00
101	103267	07/20/22	2133	PERS	601	5122	1959 SURV BILL 21/2	0.00	66.27
101	103285	07/22/22	2219	PURE WATER	601	5309		0.00	26.59
101	103292	07/22/22	1768	STURDY OIL COMPANY	601	5311	CEM	0.00	1,029.19
101	103324	07/22/22	8118	LLORIN-VELASQUEZ CO	601	5201	FY21/22 CEMETERY HE	0.00	2,625.00
101	103335	07/22/22	2219	PURE WATER	601	5309		0.00	33.59
101	103349	07/25/22	2133	PERS	601	5145	JULY 22 UAL	0.00	1,333.33
TOTAL CASH ACCOUNT								0.00	15,375.25
TOTAL FUND								0.00	15,375.25

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 33
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	103193	07/08/22	592	FOREST HILL ACE HAR	611	5309		0.00	206.56
101	103241	07/08/22	9636	COMPUTERSHARE CORPO	611	5132	PERS POB PAYMENT	0.00	88,000.00
101	103267	07/20/22	2133	PERS	611	5122	1959 SURV BILL 21/2	0.00	282.00
101	103269	07/22/22	7555	ADT SECURITY SERVIC	611	5291		0.00	42.15
101	103272	07/22/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
101	103272	07/22/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
101	103272	07/22/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
TOTAL CHECK								0.00	101.91
101	103273	07/22/22	8579	BEFORE THE MOVIE IN	611	5221		0.00	199.00
101	103274	07/22/22	8113	CALIFORNIA TOWING &	611	5221		0.00	504.00
101	103284	07/22/22	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	1,023.91
101	103285	07/22/22	2219	PURE WATER	611	5309		0.00	26.58
101	103292	07/22/22	1768	STURDY OIL COMPANY	611	5311	SEWER	0.00	1,033.02
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	-207.90
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,017.10
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,130.00
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,210.00
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,345.40
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,451.10
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,602.30
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,624.00
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,768.20
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,828.40
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,836.80
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,880.90
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	1,891.40
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,068.50
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,129.40
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,211.30
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,279.90
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,379.30
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,779.70
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,884.70
101	103312	07/22/22	3378	DON CHAPIN CO., INC	611	5201	FY21/22 SANITARY SE	0.00	2,889.60
TOTAL CHECK								0.00	38,000.10
101	103335	07/22/22	2219	PURE WATER	611	5309		0.00	33.58
101	103349	07/25/22	2133	PERS	611	5145	JULY 22 UAL	0.00	10,416.67
TOTAL CASH ACCOUNT								0.00	139,869.48

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 34
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 76 - SEWER FUND									
CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
TOTAL FUND							0.00	139,869.48	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 35
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 77 - GOLF FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103289	07/22/22	7381	UMPQUA BANK	622	5801	INTEREST OWING	0.00	41,678.31	
101	103289	07/22/22	7381	UMPQUA BANK	622	5802	PRINCIPLE	0.00	94,370.14	
TOTAL CHECK								0.00	136,048.45	
TOTAL CASH ACCOUNT								0.00	136,048.45	
TOTAL FUND								0.00	136,048.45	

SUPERION
DATE: 08/05/2022
TIME: 15:34:44

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 36
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20220701 00:00:00.000' and '20220731 00:00:00.000'
ACCOUNTING PERIOD: 2/23

FUND - 93 - K00 ESTATE DONATION										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	103195	07/08/22	9542	GHD INC	931	6031	LOVERS POINT PIER A	0.00	945.40	
101	103311	07/22/22	9542	GHD INC	931	6031	LOVERS POINT PIER A	0.00	32,817.97	
TOTAL CASH ACCOUNT								0.00	33,763.37	
TOTAL FUND								0.00	33,763.37	
TOTAL REPORT								0.00	4,197,781.42	



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: August 17, 2022
SUBJECT: Core Revenue Report Status for July 2022
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the Core Revenue Status Report for July 2022

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 Amended Budget and the Fiscal Year 22/23 Adopted Budget, these three revenue sources were estimated to generate approximately \$18.5 million and \$20.3 million, respectively. Based on an average of both years, these revenues account for approximately 66% of the current General Fund revenue estimates; or 70.5% of the most recent General Fund projected receipts, net of the American Rescue Plan Act Fund and one-time revenues.

The July Core Revenue Report includes revenues that were receipted in July; however are applicable to Fiscal Year 21/22.

There were no Core Revenues to report for Fiscal Year 22/23. This is primarily due to receipting patterns and accruals.

Details on the budgeted amounts and revenues to date are included in Attachment 1.

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

Core Revenue Report - July

Attachment 1
Core Revenue Report
July 2022

The following tables include the FY21/22 budget and preliminary year to date revenues. The receipts represent funds received to date. The year-to-date sales tax and transient occupancy final amounts are subject to accrual through late August.

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 received its first two property tax payments for Fiscal Year 2021/22 in December 2021 and April 2022, with an additional minor payment received in June 2022. The following table presents Fiscal Year 2021/22 budget, and revenues received to date.

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	8,518,000	8,573,967	100.7%

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 was significantly impacted by COVID-19. The following table presents Fiscal Year 2021/22 budget and revenues received to date. The Fiscal Year 2021/22 revenues are continuing to show a strong recovery.

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	5,696,000	6,272,654	110.1%

The City receives transient occupancy tax in the month following the stay. The revenues received in July are for the June lodging period.

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 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	378,655	288,589
January	372,122	109,118	314,248	205,130
February	409,906	205,512	412,711	207,199
March	145,558	334,004	476,041	142,037
April ⁽¹⁾	22,362	379,613	568,275	188,662
May	56,465	428,612	612,496	183,884
June	151,029	518,002	620,894	102,892
	4,851,730	3,585,958	6,272,654	2,686,696
Only minor additional payments or reconciling items are anticipated.				

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 Fiscal Year 21/22 budget and revenues received to date.

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	4,309,000	4,027,330	93.5%

In Fiscal Year 2019/20, 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 Fiscal Year 2020/21, 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. When compared to Fiscal Year 2019/20, this new methodology can contribute 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 Fiscal Year 2021/22 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	324,181	(9,688)
December True-up	496,186	302,359	479,810	177,451
January Advance	244,631	281,830	260,937	(20,893)
February Advance	322,132	339,550	316,738	(22,812)
March True-up	171,312	239,864	471,617	231,753
April Advance	241,956	314,606	329,326	14,720
May Advance	398,893	395,212	436,035	40,823
June True-Up	240,350	481,058		
	3,925,578	4,060,855	4,027,330	447,533

June 2022 payments are anticipated to be received in late August as the State pays the City two months in arrears



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: August 17, 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 appraises 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 I, 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: Joyce Halabi, Deputy Public Works Director
MEETING DATE: August 17, 2022
SUBJECT: Agreement Amendments – Time Extensions
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Authorize time extension amendments for the following agreements:

- George Washington Park Management Plan with Dudek
- Lovers Point Pier Assessment with GHD

DISCUSSION

George Washington Park Management Plan

On August 4, 2021, the City Council authorized an agreement with Dudek for development of a George Washington Park Management Plan in an amount not to exceed \$45,880. The term of the agreement was through the FY21/22 fiscal year (June 30, 2022).

A Draft Forest Management Plan has been developed and is currently available for public review at the following link: www.cityofpg.org/buildings-grounds. Public works is encouraging the public to submit comments to pwoutreach@cityofpacificgrove.org by close of business on September 14, 2022.

The item is tentatively scheduled for review at the September 20, 2022, Beautification and Natural Resources Commission (BNRC). Subsequently, the plan will be brought forth to the City Council.

At the time of this writing, \$35,467.60 has been expended. The requested amendment will only modify the term of the agreement, extending it through the FY22/23 Fiscal Year (June 30, 2023). All other terms will remain the same.

Lovers Point Pier Assessment Project

On December 15, 2021, the City Council authorized an agreement with GHD for the Lovers Point Pier Repair Assessment in an amount not to exceed \$99,852. The original term of the contract was through the FY21/22 fiscal year (June 30, 2022).

Significant progress on the project has been made. Pier investigation activities to gather surface and sub-surface information on the pier structure and surrounding rock riprap have been completed. These

site investigations provide necessary background data to determine interim repair solutions. Production of deliverables which include a formal site investigation report, topographic survey drawings, and profile/transect drawings, are underway. Following completion of the reports, an update will be brought forth to City Council.

At the time of this writing, \$36,423 has been expended. The requested amendment will only modify the term of the agreement, extending it through the FY22/23 Fiscal Year (June 30, 2023). All other terms will remain the same.

Potential Future Municipal Code Revisions

It is anticipated that code revisions will be brought forth to a future City Council meeting for consideration. Code changes will include language authorizing the Mayor to sign amendments modifying the term/time frame of agreements.

OPTIONS

1. Authorize the amendments
2. Do not authorize the amendments. Failure to authorize the amendments will halt work and these vital projects will remain incomplete.

FINANCIAL IMPACT:

There is no fiscal impact associated with these amendments as they will only extend the term of the agreement through the current fiscal year. The funding associated with these agreements has already been budgeted within the FY21/22 budget and encumbered. The funding will be formally carried forward to the FY22/23 budget following the close of the books on the FY21/22.

GOAL ALIGNMENT: City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, and parks and trails.

Attachments

George Washington Management Plan Agreement
Lovers Point Pier Agreement

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(OVER \$40,000)¹
George Washington Park Management Plan

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 **Dudek**, (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: development of a George Washington Park Management Plan.

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 **\$45,880.¹**

3. **TERM OF AGREEMENT.** The term of this Agreement is from **8/16/2021** to **6/30/2022** 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

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.**

¹ Approved by the Pacific Grove City Council on 8/4/2021.

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 not receive reimbursement for travel.

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. Architects, Engineers Per Civil Code 2782.8 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 indemnify, 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/Completed Operations, with 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 policies 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:
Daniel Gho Public Works Director	Scott Eckardt Senior Project Manager, Dudek
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	853 Lincoln Way, Suite 208 Auburn, CA 95603
Address	Address
(831) 648-5722	(530) 887-8500
Phone	Phone

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.

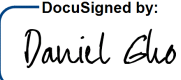
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IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

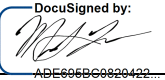
By: 
City Mayor

Date: 8/12/2021

By: 
Department Head

Date: 8/11/2021

Approved as to Form

By: 
City Attorney
8/12/2021

2

Approved as to Fiscal Provisions

By: _____
Finance
Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

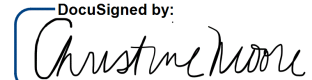
CONTRACTOR

Dudek
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

Joseph Monaco, President and Chief Executive Officer
Name and Title

Date: 8/10/2021

By: 
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Christine Moore, Chief Financial Officer
Name and Title

Date: 8/11/2021

City Agreement Number: **CIP 22-09.**

² Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

***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.

EXHIBIT A
SCOPE OF SERVICES
GEORGE WASHINGTON PARK MANAGEMENT PLAN

Consultant shall provide the City with services per the Requests for Proposals (RFP) prepared by the City of Pacific Grove, issued October 21, 2019 and the proposal submitted by Dudek, dated November 22, 2019. THE RFP and proposal are incorporated herein by reference and made an integral part of this agreement.

The George Washington Park Management Plan (Management Plan) will address the natural areas of the park (zones 2, 3, and 4) and look at how the City can ensure the Forest flourishes but remains safe for the users and the surrounding neighborhoods. The Management Plan will identify short term and long-term maintenance activities to promote overall forest health and will address GWP as a sound biological resource within the City while minimizing the threat of fire danger.

The scope of services for this project includes:

1. Assessment of the following park elements:

- a. Trees, including hazard trees, forest regeneration and public safety.
- b. Vegetation, including understory vegetation, fallen or downed tree management, native plants and protections, and non-native vegetation management.
- c. Wildlife Habitat, including bird, deer, and other wildlife.
- d. Trails and Access, including mapping existing trails, and elimination techniques of wandering trails.
- e. Fire Management within the park and surrounding neighborhoods, including techniques and recommendations for fuel reduction.

2. Development of the George Washington Park Management Plan. The final project deliverables include a written report outlining management techniques for the following park elements:

- a. Trees
- b. Vegetation Management
- c. Wildlife Habitat
- d. Trails and access
- e. Fire Management

The final plan must also include:

- a. A detailed current conditions assessment
- b. Recommended maintenance activities for the next five years
- c. Detailed maintenance schedule/timeline for plan recommendations
- d. Detailed list of all associated materials and labor necessary to implement and maintain plan recommendations.

3. Public Hearings

- a. The consultant will attend and present findings at:
 - A. One (1) Beautification and Natural Resources Commission meeting, and
 - B. One (1) City Council meeting

All work as outlined in this agreement, and detailed in the RFP, shall be performed in a workman like manner and in accordance with industry standards.

City shall pay Consultant \$45,880, the contract price, in accordance with the terms in Section 6 of this Agreement, for completion of all work specified above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2021

3/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Continental Casualty Company	20443	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED DUDEK 1474891 605 THIRD STREET ENCINITAS CA 92024															

COVERAGES**CERTIFICATE NUMBER:** 17404063**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	GLO0146311	8/28/2020	8/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2020	8/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	AUC0146407	8/28/2020	8/28/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	WC0146330	8/28/2020	8/28/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EEH591932835 INCL POLL	8/28/2020	8/28/2021	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL OPERATIONS; CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL, AUTO, AND UMBRELLA POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, UMBRELLA, AND WORKER'S COMPENSATION POLICIES.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

17404063
 CITY OF PACIFIC GROVE
 300 FOREST AVENUE
 PACIFIC GROVE CA 93950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Owners, Lessees Or
Contractors – Scheduled Person Or Organization



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0146311	Effective Date: 8/28/2020

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions

apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GL00146311	8/28/2020	8/28/2021		37385000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP0146329

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DUDEK

Endorsement Effective Date: 08/28/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DUDEK

Endorsement Effective Date: 08/28/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS
OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WC0146330

Dudek

08/28/2020-08/28/2021

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

**CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH GHD FOR
THE LOVERS POINT PIER ASSESSMENT
(OVER \$40,000)¹**

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 **GHD**, (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: **Lovers Point Pier Assessment including pier investigation, interim repair design solutions, grant support and project management.**
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 **\$ 99,852.¹**
3. **TERM OF AGREEMENT.** The term of this Agreement is from **1/3/2022 to 6/30/2022** 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

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, in a manner consistent with the level of care, diligence, and skill ordinarily exercised by professional consultants performing the same or similar services under the same or similar circumstances at the same time and geographic location that work is provided by CONTRACTOR, 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.

¹ Approved by the Pacific Grove City Council on 12/15/2021.

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 not receive reimbursement for travel.

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. Architects, Engineers Per Civil Code 2782.8 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 indemnify, 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/Completed Operations, with 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 policies 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:
Daniel Gho Public Works Director Name and Title	Paul Henderson Project Manager & Construction Manager Name and Title
300 Forest Avenue Pacific Grove, CA 93950 Address	669 Pacific Street, Suite A San Luis Obispo, CA 93401 Address
(831) 648-5722 x 4203 Phone	(805) 858-3142 Phone

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.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: 
City Mayor

Date: 12/30/2021

By: 
Department Head

Date: 12/28/2021

Approved as to Form

By: 
City Attorney
Date: 12/28/2021

2

Approved as to Fiscal Provisions

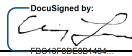
By: _____
Finance
Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

CONTRACTOR

GHD
Contractor's Business Name*

By: 
(Signature of Chair, President, or
Vice-President)*

Craig Lewis Principal
Name and Title

Date: 12/28/2021

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Name and Title

Date: _____

City Agreement Number: _____.

² Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

*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.

EXHIBIT A
SCOPE OF SERVICES
Lovers Point Pier Assessment

Consultant shall provide the City with services per the Lovers Point Pier Qualification/Proposal document submitted by GHD, dated November 2, 2021. The proposal is incorporated herein by reference and made an integral part of this agreement.

The intent of the project is to obtain information on the pier's construction and current condition through exploratory investigation. The scope of services for this agreement includes project management/coordination, pier investigation, interim repair solutions and grant support (Tasks 1 -4) as described below:

- **Task 1. Project Management & Coordination.**
 - Kickoff meeting agendas & minutes
 - Development of a work plan
 - Progress invoices
 - Progress meeting agendas & minutes
- **Task 2. Pier Investigation.** The objective of the initial investigation is to gather surface and sub-surface information of the pier structure and surrounding rock rip rap. The findings of the investigation will be presented in a geotechnical engineering report and simple profile drawings identifying the composition of the pier structure. Investigation will include the following activities:
 - Topographic survey
 - Exploration via small diameter holes and coring
 - Site inspection and reconnaissance of the pier and lower dock
 - Engineering Analysis including profiles & transects drafting work
 - Deliverables include site investigation report, topographic survey drawing, and profile/transect drawing
- **Task 3. Interim Repair Design & Permit Support.** The consultant will develop an interim repair solution to protect the damaged end of the pier. This task will include development of basic drawings and specifications sufficient for the City to procure a contractor to complete the work.
 - 35% Plans, Specifications & Estimate (PS&E)
 - 100% PS&E for bidding
 - Permit coordination for interim repair
- **Task 4. Grant Support.** The consultant will provide grant support to the City. Once a grant opportunity is identified, the consultant will present the opportunity to the City and the anticipated budget needed to prepare an application.
 - Concept design schematic
 - ROM opinion of project cost
 - Funding application(s)
 - Responses to funding review RFIs

All work outlined in this agreement, and in the Lovers Point Pier Qualification/Proposal document, shall be performed in a workman like manner and in accordance with industry standards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com												
INSURER(S) AFFORDING COVERAGE													
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Allied World Assurance Company US Inc</td> <td style="width: 20%;">NAIC # 19489</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Allied World Assurance Company US Inc	NAIC # 19489	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Allied World Assurance Company US Inc	NAIC # 19489												
INSURER B: Zurich American Insurance Company	16535												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: W23132324
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
		Y	Y	0310-4497	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						
	☐ OWNED AUTOS ONLY		Y	BAP 3757423-06	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ 100,000.00
	☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY Coll Ded: \$500 Comp Ded: \$250						
	UMBRELLA LIAB						
	☐ EXCESS LIAB						
	DED RETENTION \$						
	☐ CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 0380936-06	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.: 12557094, Lovers Point Pier Assessment

Cross Liability/Severability of Interests and Contractual Liability is included under General Liability.

City of Pacific Grove, its officers, agents, and employees are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Julia M. Powers</i>
---	--

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability where required by contract or agreement.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-06	07/01/2021	07/01/2022	07/01/2021		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Person or Organization:****Where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Where required by written contract
Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





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: August 17, 2022
SUBJECT: Architectural Review Board Minutes: July 12, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

July 12, 2022, ARB Minutes



NOTICE OF MEETING

CITY OF PACIFIC GROVE

ARCHITECTURAL REVIEW BOARD

MINUTES

Tuesday, July 12, 2022, 3:00 P.M.
Meeting held via Zoom

1. **CALL TO ORDER & ROLL CALL**

Members Present: Eldridge, Boyle, Gunby, Gaino, Wells

2. **APPROVAL OF THE AGENDA**

On a motion by Vice Chair Boyle, seconded by Secretary Gaino, the Board voted 5-0 to approve the agenda with the following amendments:

Item 8C continued to a date unknown.

Motion passed.

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

Staff liaison, Laurel O'Halloran announced the PG Parklet Outside Dining Program Community Outreach Meeting will be held July 21st in the City Council Chambers at 12:00pm.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council Member Poduri provided an update on recent City Council actions.

5. **GENERAL PUBLIC COMMENT**

Inge Lorentzen Daumer spoke asking for Plans to be shown on the screen.

Lisa Ciani agreed about Plans being shown on the screen and Tribal Monitoring Protocol update.

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

7. REPORTS REQUIRING ACTION

A.

June 14, 2022, Draft ARB Minutes

Reference: Laurel O'Halloran, Planner

Recommended Action: Review the draft June 14, 2022, ARB minutes and approve as presented.

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

B.

Architectural Permit (AP) 22-0094 for 1105 David Avenue (APN 007-581-010)

Zoning District/General Plan Designation: R-1/ Medium Density 9.7 DU/ac

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval and a Class 1, section 15301(e), Existing Facilities CEQA exemption.

Reference: Laurel O'Halloran, Planner

C.

Architectural Permit (AP) 22-0101 for 1248 Devisadero Street (APN 006-722-002)

Zoning District/General Plan Designation: R-1/ Medium Density 7.0 DU/ac

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval and a Class 1, section 15301(e), Existing Facilities CEQA exemption.

Reference: Laurel O'Halloran, Planner

On a motion by Member Boyle to approve the consent Agenda and move item 7C to item 8E seconded by Member Gaino, the Board voted 4-0-1 (Member Eldridge recused) to approve the Consent Agenda.

Motion passed.

REGULAR AGENDA

8. **PUBLIC HEARINGS**

- A. Architectural Permit (AP) No. 22-0128 for 442 Gibson Avenue (APN 006-531-013)
Zoning District/General Plan Designation: R-1 / Medium Density Residential 10.9 du/ac
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).
Reference: Joseph Sidor, Contract Planner

After receiving an oral report by Contract Planner Joe Sidor, and testimony from the project architect Merritt Amanti Palminteri, Chair Gunby opened the floor to public comment and the following members of the public spoke on the item: Don Freeman, Inge Lorentzen Daumer, Candace Ingram, Lisa Ciani, Heather Benner, and Vicki (no last name provided). The Chair closed public comment and returned the item to the Board for deliberation.

After discussion, Member Wells made a motion, seconded by Vice chair Boyle, to approve the project as submitted. On a roll call vote, the Board voted 4 – 1 (Chair Gunby dissented) to approve the project as submitted.

Motion passed.

- B. Architectural Permit (AP) 22-0174 for 1306 Buena Vista Ave (APN 007-567-011)
Zoning District/General Plan Designation: R-1 / Medium Density Residential (9.7 du/ac)
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Staff recommends that the Architectural Review Board approve AP 22-0174 subject to findings, conditions of approval, and a Class 1 CEQA exemption.
Reference: Alex Othon, Associate Planner

Alex Othon, Associate Planner, provided a staff report.

Mark Thompson, the project applicant, spoke on the item.

The Chair opened the floor to public comment.

The Chair closed the floor to public comment.

The Board discussed the item.

On a motion by Member Boyle, seconded by Member Wells, the Board voted 5-0 to approve the item subject to findings, conditions of approval, and a Class 1 CEQA exemption.

Motion passed.

- C. Architectural Permit (AP) and Coastal Development Permit (CDP) 22-0080, 176 Central Avenue (APN 006-234-010)
Zoning District/General Plan Designation: C-1 / Visitor-Serving Commercial
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Continue the project (Application No. 22-0080) to August 9, 2022.
Reference: Joseph Sidor, Contract Planner
- D. Architectural Permit (AP) 22-0167 for 830 Congress Ave. (APN 006-641-051)
Zoning District/General Plan Designation: R-1 / Medium Density Residential (17.4 du/ac)
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Staff recommends that the Architectural Review Board approve AP 22-0167 subject to findings, conditions of approval, and a Class 1 CEQA exemption
Reference: Alex Othon, Associate Planner

Alex Othon, Associate Planner, provided a staff report.

Laura Cowan, a representative of the applicant, spoke on the project.

The Chair opened the floor to public comment.

The Chair closed the floor to public comment.

The Board discussed the item.

On a motion by Member Boyle, seconded by Member Eldridge, the Board voted 5-0 to approve the project subject to findings, conditions of approval, and a Class 1 CEQA exemption.

Motion passed.

- E. Architectural Permit (AP) 22-0101 for 1248 Devisadero Street (APN 006-722-002)
Zoning District/General Plan Designation: R-1/ Medium Density 7.0 DU/ac
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval and a Class 1, section 15301(e), Existing Facilities CEQA exemption.

Reference: Laurel O'Halloran, Planner

Laurel O'Halloran, Associate Planner, provided a staff report.

Hunter Eldridge project Architect, spoke on the item.

The Chair opened the floor to public comment.

The Chair closed the floor to public comment.

The Board discussed the item.

On a motion by Member Wells to approve the project as submitted seconded by Member Gaino, the Board voted 4-0-1 (Member Eldridge recused) to approve the Project as approved.

Motion passed.

9. **CONTINUED AND ONGOING BUSINESS**

This item is continued to the August 9, 2022 ARB Meeting

- A. Architectural Permit (AP) 21-0425, 737 Eardley Avenue, APN 006-526-008 (Item Continued from February 8, April 12, and June 14, 2022)
Zoning District/General Plan Designation: R-1 / Medium Density Residential 10.9 du/ac
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Continue the project (Application No. 21-0425) to August 9, 2022.
Reference: Joseph Sidor, Contract Planner

This item is continued to the August 9, 2022 ARB Meeting

- B. Architectural Permit (AP) & Tree Permit w/ Development (TPD) 22-0007 for 150 14th St.
(This item was continued from the June 14, 2022, ARB meeting.)
Zoning District/General Plan Designation: R-3-PGR / High Density Residential (19.8 du/ac)
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Staff recommends that the Architectural Review Board continue AP/TPD 22-0007 to the August 9th, 2022 meeting.
Reference: Alex Othon, Associate Planner
- C. Architectural Permit (AP), Variance (VAR) & Coastal Development Permit (CDP) 22-0092 for 829 Ocean View Blvd (This item was continued from the June 14 ARB meeting.)
Zoning District/General Plan Designation: R-3-PGR / High Density Residential (10-20 du/ac)
Coastal Zone: Yes

Historic Resources Inventory: No

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

Recommended Action: Forward a recommendation of approval to the Planning Commission, subject to findings, conditions of approval, and a Class 1 CEQA exemption.

Reference: Alex Othon, Associate Planner

Alex Othon, Associate Planner, provided a staff report.

Keith Erickson, the property owner, spoke on the item.

The Chair opened the floor to public comment.

The following members of the public spoke on the item:

Erik Soule

Inge Lorentzen Daumer

Lisa Ciani

The Chair closed the floor to public comment.

The Board discussed the item.

On a motion by Chair Gunby, seconded by Member Gaino, the Board voted 5-0 to continue the item to the August 9th ARB meeting to allow the applicant time to redesign the proposed deck in light of comments made by the Board.

Motion passed.

10. **NEW BUSINESS**
11. **PRESENTATIONS**
12. **NEXT MEETING - August 9, 2022**
13. **ADJOURNMENT 4:45 PM**



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: August 17, 2022
SUBJECT: Diversity, Equity and Inclusion Task Force Minutes: July 11, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes



DRAFT MEETING MINUTES
CITY OF PACIFIC GROVE
DIVERSITY, EQUITY, AND INCLUSION
TASK FORCE
REGULAR MEETING

Monday, July 11, 2022, 6:00 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.
JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:**

<https://us02web.zoom.us/j/89179208141>

1. CALL TO ORDER / ROLL CALL

Chair Rau called the meeting to order at 6:00 pm. Clerk Kandell conducted roll call with the following Task Force members present via Zoom Meeting: Task Force Members (Members) Kim Bui, Nadja Mark, Kristy Markowitz and Tina Rau. Member Edward Juarez-Lefevre was absent.

2. APPROVAL OF AGENDA

Action: Secretary Bui recommended Regular Agenda item 7B be heard directly following Regular Agenda Item 7E. Upon motion by Secretary Bui and seconded by Member Markowitz the Task Force approved the Agenda as amended.

Motion carried 4-0-1, by the following roll call vote:

AYES: Members Bui, Mark, Markowitz, and Rau.

NOES: None.

ABSENT: Member Juarez-Lefevre

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

Chair Rau, Secretary Bui, and Member Mark made announcements.

4. COUNCIL LIAISON ANNOUNCEMENTS

Council member Poduri made announcements.

5. GENERAL PUBLIC COMMENT

No public comment was received.

6. APPROVAL OF THE MINUTES

Secretary Bui provided a correction to the spelling of Inge Lorentzen Daumer.

Action: Upon motion by Secretary Bui and seconded by Member Mark, the Task Force approved the Minutes of the June 13, 2022 Regular Meeting, as corrected, as follows:

Motion carried 4-0-1 by the following vote:

AYES: Members Bui, Mark, Markowitz, and Rau.
NOES: None.
ABSENT: Member Juarez-Lefevre

7. **REGULAR AGENDA**

- A. DEI Task Force Education and Resources Webpage
Secretary Bui gave a presentation.

No public comment was received.

Chair Rau appointed Secretary Bui and Member Markowitz to an Education and Resources Webpage subcommittee

- B. DEI Task Force Goals and Work Plan Study Session
During the Approval of the Agenda, this item was moved and considered as Regular Agenda item 7F.

- C. Diversity and Equity City Core Values
Clerk Kandell gave a presentation.

No public comment was received.

Upon motion by Chair Rau and seconded by Member Mark, the Task Force deferred this item until after the rest of the agenda items are discussed.

Motion carried 4-0-1 by the following vote:

AYES: Chair Rau, Member Bui, Mark, and Markowitz.
NOES: None.
ABSENT: Member Juarez-Lefevre

- D. DEI Task Force Actions Status Report
Secretary Bui gave a presentation.

No public comment was received.

Chair Rau will agendaize quarterly Status Report updates.

- E. DEI Task Force Goals and Visions Update
Members Mark and Markowitz gave a presentation.

No public comment was received.

- F. DEI Task Force Goals and Work Plan Study Session *This item was moved from Regular Agenda item 7B*

Secretary Bui gave a presentation.

Public comment was received from Lisa Ciani.

Chair Rau set a date and topics for a Special Meeting Study Session

NEXT MEETING: Regular Meeting on August 8, 2022 at 6:00 p.m.

ADJOURNMENT

Chair Rau adjourned the regular meeting at approximately 8:01 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: Joyce Halabi, Deputy Director Public Works
MEETING DATE: August 17, 2022
SUBJECT: Museum Board Minutes: February 8, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

February 8, 2022 Minutes

ACTION MINUTES CITY OF PACIFIC GROVE

MUSEUM BOARD

REGULAR MEETING^[1]_{SEP} Tuesday, February 8, 2022 at 5:00 p.m.^[1]_{SEP} Meeting held through ZOOM.com teleconferencing due to COVID-19

1. CALL TO ORDER

Present: Chair Lisa Max, Secretary Broeck Oder, and Board Members Calvin Tom, Donna Foote, and Dana Allen-Greil; also present, Museum Executive Director Carla Bitter, Pacific Grove Deputy Director of Public Works Joyce Halabi, Pacific Grove Volunteer Program Director Amy Colony, and City Council Liaison Joe Amelio. Chair Max called the meeting to order at 5:00 p.m.

2. APPROVAL OF AGENDA

Board member Calvin Tom moved approval of the agenda, member Donna Foote seconded the motion, and by unanimous vote the agenda was approved.

3. COMMISSION AND STAFF ANNOUNCEMENTS

Deputy Director of Public Works Joyce Halabi reported there were no announcements in this realm.

4. COUNCIL LIAISON ANNOUNCEMENTS

Council Liaison Joe Amelio noted the Mayor's Proclamation honoring Mr. Moe Ammar for twenty-nine (29) years of excellence as president of the Pacific Grove Chamber of Commerce. Council Liaison Amelio also reported the property tax transfer on the former Mission Laundry facility near Pacific Grove High School will be voted on at the next election. Council Member Amelio also reported the approval of a water allowance for the American Tin Cannery hotel project has been approved and praised Mayor Bill Peake's mentoring role in the process.

5. GENERAL PUBLIC COMMENT

Chair Max reported she had received no communications of public comment, and none were offered at this meeting.

6. APPROVAL OF MINUTES

Approval of the Minutes of the November 30, 2021 meeting of the Board was

moved by Member Tom and seconded by Secretary Oder. Chair Max conducted a roll call vote, and the Minutes of November 30, 2021 were unanimously approved.

7. REGULAR AGENDA^[L]_[SEP]

A. Museum Director's Monthly Reports^[L]_[SEP]

Museum Director Carla Bitter noted the Monthly Reports are available at the Museum's website. She also gave some background on herself for the new members of the Museum Board, noting that 60% of the Museum staff is, at this time, relatively new in their positions. Director Bitter noted that that approximately 7,000 (seven thousand) visitors came to the Museum in October-November-December of 2021. She noted a slight dip in January, but attributed it to the surging spread of the Omicron variation of COVID-19. Director Bitter also noted that Dr. Liese Murphree is "onboard at the Museum" and is a "great addition" to the human resources at the Museum. Director Bitter also had good news about the Monarch butterflies, noting that nationally there were over eighty news media coverage stories on the Monarchs' return to Pacific Grove. Director Bitter also reported that in September, a new media person joined the Museum team, and in short order, the Facebook and Twitter numbers for the Museum soared by about 300% (three hundred percent). Director Bitter also had significant praise for Ms. Susan Wolfe, who is in charge of Development at the Museum. Director Bitter also noted a number of grants have been received, one for \$25,000.00 (twenty-five thousand dollars) for new exhibits. Member Tom inquired about the Board of Directors at the Museum, and Director Bitter noted there are ten members at this time, but she would like to see twelve in order to more effectively represent the diversity of Monterey County.

B. Deputy Director of Public Works Report

Deputy Director of Public Works Joyce Halabi reported on the Point Pinos Lighthouse, noting the May 8 event is on track with outdoor tours only to be available on Saturdays and Sundays from 1:00 PM to 3:00 PM. Deputy Director Halabi reported 1,198 visitors had come to the Lighthouse in January, and noted that the 167th "birthday/anniversary" of the Lighthouse is February 1, which the docents celebrated privately at the Lighthouse. Deputy Director Halabi also noted minor repairs are being made at the site, while the docents have a quarterly newsletter available to the public on the Lighthouse website. There were no public comments. Board Member Foote noted that the interior of the Lighthouse cannot be opened to the public before all the interior work has been completed, and there is apparently a substantial amount of work to be done, thus requiring a significant

plan in this area.

C. Update on Museum Collection Assessment for Preservation Program Award

Director Bitter noted the update on collection assessment and some improvements are in progress at this time prior to the two-day assessment period coming up. There was no public comment received.

D. FY 22/23 Improvement Plan

The Improvement Plan will entail efforts at both the Museum and the Lighthouse, with a budget for each fiscal year, and these will be capital improvements, including the improvement of the electrical system and its mapping. It was also noted by Director Bitter and Deputy Director of Public Works Halabi that the elevator in the Museum is several decades old, and “about at the end of the road.” Other improvements in mind are wrought iron on the mezzanine level railing and a re- roofing for the Lighthouse. There were no public comments.

E. Formation of subcommittee to establish Museum Board goals

Two people will serve on this subcommittee, which will likely be a year-long endeavor. Chair Max moved to create such a subcommittee, with Members Allen-Greil and Chair Max as the members; this motion was seconded and passed unanimously.

F. 2022 Museum Board Planning Calendar

The Performance Metrics report will be on the May agenda. There was no public comment.

G. Annual Chair Report

Chair Max highlighted 2021, particularly noting member turnover, one departing and replaced in early 2021 and two departing in January 2022 and replaced in time for this meeting. The full report is available online, and there were no questions or discussion of the report.

H. Officer Elections

Chair Max indicated the officer roles and asked for public comment, of which there was none. In the election process, Chair Max was nominated for another term as chair, and she was re-elected unanimously. Chair Max nominated Secretary

Oder for another term as Secretary, which was moved, seconded, and approved unanimously by the Board. Member Calvin Tom was nominated, seconded, and approved unanimously to fill the vacant post of Vice Chair.

8. Next Meeting

Chair Max highlighted items for consideration at the next meeting on May 10, 2022.

9. Adjournment

The meeting of the Museum Board adjourned at 6:31 p.m.



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joseph Sidor, Contract Planner
MEETING DATE: August 17, 2022
SUBJECT: Planning Commission Meeting Minutes: June 9, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

Approved PC Minutes 06-09-22



CITY OF PACIFIC GROVE

PLANNING COMMISSION

DRAFT MEETING MINUTES

Thursday, June 9, 2022, 6:00 P.M.

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

This meeting was held via Zoom webinar.

1. **CALL TO ORDER & ROLL CALL** – Chair Lilley called the meeting to order at 6:00 pm.
Commissioners Present: Aeschliman, Beck, Fredrickson, Murphy, Nodzenski, Sawyer, and Chair Lilley.
Commissioners Absent: None
2. **APPROVAL OF AGENDA** –
Chair Lilley asked if any Commissioners wanted to make any changes to the agenda. No changes were requested.

On a motion by Commissioner Beck, seconded by Commissioner Fredrickson, the agenda was unanimously approved as presented on a roll call vote. (7-0)
3. **COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
 - A. Commissioner Murphy reported that he attended a regional Housing Workshop on May 23rd, 2022, in the City of Seaside.
 - B. Chair Lilley announced that he appeared as a private citizen before the Pacific Grove City Council on June 1st, 2022, to present the Planning Commission's reasons for recommending an appeal of the Regional Housing Need Allocation (RHNA) for Pacific Grove; and that he met with Community Development Department (CDD) staff on June 7th, 2022 (as a follow-up to a meeting with CDD staff on May 13, 2022), to review recommendations to develop a Request for Proposals for updating the City's General Plan, and to propose a more specific workplan for development of the Housing Element and General Plan updates and review strategies for community outreach .
4. **COUNCIL LIAISON ANNOUNCEMENTS**
Council Member Coletti announced that the City Council considered the Planning Commission's referral of the RHNA appeal issue on June 1st, 2022. Although the City Council chose not to take up the issue of an appeal, he expressed the Council's appreciation for the opportunity to discuss the issue. Also, on June 8th, 2022, the City Council discussed the budget and approved the "purple-pipe project" for irrigating City parks with recycled wastewater.
5. **GENERAL PUBLIC COMMENT** – the following individuals provided public comment:
Inge Lorentzen Daumer and Lisa Ciani

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY - None
7. REPORTS REQUIRING ACTION
 - A. Minutes of the May 12, 2022, Planning Commission Regular Meeting
Reference: Joseph Sidor, Contract Planner

Recommended Action: Approve the minutes of the May 12, 2022, Planning Commission Regular Meeting.

CEQA: Does not constitute a “Project” per CEQA Guidelines Section 15378

B. Minutes of the May 19, 2022, Planning Commission Special Meeting

Reference: Joseph Sidor, Contract Planner

Recommended Action: Approve the minutes of the May 19, 2022, Planning Commission Special Meeting.

CEQA: Does not constitute a “Project” per CEQA Guidelines Section 15378

On a motion by Commissioner Aeschliman, seconded by Secretary Sawyer, the consent agenda was unanimously approved as presented on a roll call vote. (7-0)

REGULAR AGENDA

8. PUBLIC HEARINGS

A. Coastal Development Permit (CDP) 22-0072 for 183 Ocean View Blvd (APN 006-224-021)

From: Alex Othon, Associate Planner

Zoning District/General Plan Designation: R-3 / Medium High Density Residential (10 – 20 du/ac)

Coastal Zone: Yes

Historic Resources Inventory: No

CEQA: Categorical Exemption, CEQA Guidelines Section 15303, Class 3, Construction or Conversion of Small Structures

Recommended Action: Staff recommends the Planning Commission approve Coastal Development Permit 22-0072 subject to findings, conditions of approval, and Class 3 CEQA exemption.

Reference: Alex Othon, Associate Planner

Commissioner Murphy (knows applicant), Secretary Sawyer (called the project architect regarding questions about the garage and French doors), and Commissioner Aeschliman (knows applicant) reported ex parte communications regarding this project. After receiving an oral report by Associate Planner Othon, and testimony from the applicant’s designer (Aaron Tollefson), Chair Lilley opened the public hearing and Inge Lorentzen Daumer provided public comment. Chair Lilley closed the public hearing portion of the meeting and returned the item to the Commission for deliberation.

After discussion, Commissioner Beck made a motion, seconded by Commissioner Fredrickson, to approve the project. Commissioner Fredrickson also recommended a friendly amendment to accept the findings recommended by staff, and this amendment was accepted by Commissioner Beck. Secretary Sawyer then recommended a friendly amendment to include a CEQA finding, and this amendment was accepted by both Commissioners Beck and Fredrickson. Additionally, Chair Lilley recommended a friendly amendment to include a finding for the Coastal Hazards report; however, this amendment did not receive a second, nor was it accepted by Commissioner Beck. On a roll call vote, the motion as amended was unanimously approved. (7-0)

9. CONTINUED AND ONGOING BUSINESS

A. Receive an Oral Report on Activities of the Education and Training Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a “Project” per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on the activities of the Education and Training Subcommittee.

Reference: Joseph Sidor, Contract Planner

Chair Lilley presented an oral report. No individuals provided public comment. No further action taken.

B. Receive an Oral Report on Activities of the Policy and Ordinance Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a “Project” per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Policy and Ordinance Subcommittee.

Reference: Joseph Sidor, Contract Planner

Secretary Sawyer presented an oral report. No individuals provided public comment. No further action taken.

C. Receive an Oral Report on Activities of the Planning Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a “Project” per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Planning Subcommittee, and review the charge of the subcommittee.

Reference: Joseph Sidor, Contract Planner

Chair Lilley, Secretary Sawyer, and Commissioner Fredrickson presented an oral report. No individuals provided public comment regarding the oral report; however, Anthony Ciani provided public comment regarding renewal of the subcommittee’s charge.

After discussion, Secretary Sawyer made a motion, seconded by Commissioner Nodzenski, to reauthorize the Subcommittee for another six (6) months. On a roll call vote, the motion was unanimously approved. (7-0)

10. NEW BUSINESS

A. Discussion of Planning Commission Regular Meeting Format

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Discussion of Planning Commission Regular Meeting Format

Reference: Joseph Sidor, Contract Planner

Chair Lilley presented the item and opened the public hearing. The following individuals provided public comment: Inge Lorentzen Daumer, Lisa Ciani, and Anthony Ciani. Chair Lilley closed the public hearing portion of the meeting and returned the item to the Commission for deliberation.

After discussion, Commissioner Fredrickson made a motion, seconded by Commissioner Aeschliman, to recommend to the City Council to authorize the Planning Commission to move to a hybrid meeting format as soon as possible. Councilmember Coletti recommended a friendly amendment to direct the staff liaison to present the Planning Commission's recommendation to the City Council, and this amendment was accepted by both Commissioners Fredrickson and Aeschliman. On a roll call vote, the motion as amended was unanimously approved. (7-0)

Vice Chair Murphy made another motion, seconded by Commissioner Beck, to have the Chair designate a member of the Planning Commission appear before the City Council to convey the Commission's meeting format recommendation and answer questions. On a roll call vote, this motion was unanimously approved. (7-0)

B. Receive City Council Referral Regarding Prohibition of Timeshares

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Receive City Council Referral Regarding Prohibition of Timeshares and consider the process for developing a recommendation to the City Council.

Reference: Joseph Sidor, Contract Planner

After receiving an oral report by Chair Lilley and Senior Contract Planner Sidor, Chair Lilley opened the public hearing and the following individuals provided public comment: Gabe Dima-Smith, Anthony Ciani, and Inge Lorentzen Daumer. Chair Lilley closed the public hearing portion of the meeting and returned the item to the Commission for deliberation.

After discussion, Commissioner Fredrickson made a motion, seconded by Vice Chair Murphy, to direct staff to amend the municipal code (PGMC section 23.45.020) to better effectuate the City's prohibition of timeshares, including fractional ownership or similar models of ownership, and for staff to return with a draft zoning ordinance amendment for Planning Commission consideration. Commissioner Beck recommended a friendly amendment to remove specific names from the zoning text and to direct staff to return with a draft ordinance for Planning Commission consideration at its meeting on July 14th, 2022. This amendment was accepted by both Commissioner Fredrickson and Vice Chair Murphy. On a roll call vote, the motion as amended was unanimously approved. (7-0)

Commissioner Aeschliman made a separate motion, seconded by Secretary Sawyer, to recommend the City Council consider and adopt an emergency ordinance; however, after discussion this motion was withdrawn by both Commissioner Aeschliman and Secretary Sawyer.

11. **PRESENTATIONS** - None

12. **NEXT MEETING** – July 14, 2022

13. **ADJOURNMENT** - By order of the Chair, the meeting was adjourned at 8:06 pm.



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Vincent Garcia, Administrative Technician
MEETING DATE: August 17, 2022
SUBJECT: Traffic Safety Commission Meeting Minutes: June 28, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

Minutes from June 28, 2022 Traffic Safety Commission Meeting

CITY of PACIFIC GROVE – TRAFFIC SAFETY COMMISSION – MEETING MINUTES

CALL TO ORDER AND ROLL CALL - The meeting was called to order at 4:00 pm. on 6/28/22. Commissioners present: Kubica, Chair; Kim, Prock, Munoz-Flores, Brown, Greening, (Murray joining late). Also in attendance were Councilman Joe Amelio (joining late); PGPD Chief Madalone; Deputy Public Works Director, Joyce Halabi. The meeting was held virtually in compliance the Governor's executive orders allowing for a deviation of teleconference rules required by the Brown Act.

1. Approval of Agenda: Passed unanimously. (6-0-1) (Murray absent).
2. Approval of Minutes
 - A. Approval of Minutes of Prior Meetings: Minutes of the Traffic Safety Commission Meeting of May 24 ,2022 minutes will be reviewed for approval.
3. Public Comment
 - A. Written Communication
Email from:
 - Jentri Colello- Speeding on PG. 17 Mile Drive between Lighthouse and Jewell. Received.
 - Lisa Ciani- Email read at last meeting on roads and rookery. Closed.
 - B. Oral Communication
None.
4. Commissioner and Staff Announcements (City Related Items only)
 - A. Announcements
 1. Minutes for this meeting are prepared by Commissioner Prock, and Kari Murray Traffic Safety Commission Secretary.
 - B. Staff and Commissioner's meeting attendance and items of interest to this Commission
 1. Commissioner Kim briefed on activities at TAMC
 2. Public Works Deputy Director Halabi provided status update of EV chargers (one is broken) and status of Ocean View Blvd construction FY 21/22
 3. Commissioner Kubica advised that the city plans to start hybrid meetings for all commissions. Staff to be trained. Hybrids may commence in August or later.
 - a. Public Comment: Inge Lorentzen Daumer commented support of Hybrid option.
 4. City Council Liaison Amelio advised that the second reading of the FY22/23 operating budget was approved. Most other items were continued.
5. Regular Agenda:
 - A. Public Hearings
 1. None
 - B. Unfinished Business
 1. FY22/23 Capital Improvement Plan Projects – Joyce Halabi, Deputy Public Works Director, provided a detailed presentation of the 2022/2023 Capital Improvement Program. Specifically, those that relate to pedestrian safety and road maintenance.

CITY of PACIFIC GROVE – TRAFFIC SAFETY COMMISSION – MEETING MINUTES

The presentation included an overview of the CIP Project approval process, and current status, and next steps of FY21/22 projects.

- a. Commissioner Kubica asked which crosswalks will have Wig Wag lights.
Deputy Director Halabi stated that she believed both depending on budget
- b. Commissioner Brown asked about signage due to recent experience.
Deputy Director Halabi shared a picture of signage used at Lover's Point.
- c. Public Comment: Inge Lorentzen Daumer commented that enforcement in intersections is needed.

C. New Business

1. None
2. Commissioner Brown requested enforcement at the intersection of Pine and Congress, resulting into a post-meeting with Chief Madalone to discuss items not on the agenda.

D. Reports from Subcommittees (Monthly Status reports as available)

1. None.

6. Adjournment. Meeting adjourned at 4:30 Pm.

Respectfully Submitted: Kari Murray, Traffic Safety Commission

andrew kubica

andrew kubica (Jul 28, 2022 09:58 PDT)

Approved by Commission on 7/26/2022

Andrew Kubica - Chairman

Chief Cathy Madalone

Date: Jul 28, 2022

Chief Cathy Madalone - City Staff



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, Human Resources Director
MEETING DATE: August 17, 2022
SUBJECT: Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association (POA)
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve a resolution approving the Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association to cover the period of July 1, 2022, through June 30, 2024.

DISCUSSION

The City and Police Officers Association (POA) have been negotiating a successor to the Memorandum of Understanding (MOU) that expired June 30, 2022. City negotiators have proceeded through the negotiation process with Council authority and met with Council in closed sessions on February 2, 2022, April 20, 2022, April 29, 2022, May 18, 2022, and August 3, 2022.

The attached resolution implements the tentative agreement reached with the POA. The POA authorized this agreement on August 9, 2022. Below are key items that have been negotiated:

Term

- Multi-year agreement term, ending June 30, 2024

Salary

- Effective July 2022, all bargaining unit members will receive a three percent (3%) salary increase.
- Effective July 2023, bargaining unit members will receive a two percent (2%) salary increase.

Holidays

- Reconcile POA holidays with City holidays for other employees.

Bilingual Pay

- Effective January 2023, the City will add bilingual pay for Spanish at \$200 per month.

Education Pay

- Increase the incentive for BA/BS to 3% and the MS/MA to 1%.

POST Pay

- Increase advanced POST incentive to 3%.

Other Changes

- Other changes include language clean-up and/or clarity on process and procedures.

The negotiations were conducted in good faith, fully collaborative and were based on mutual benefits to the association and the City.

Approval of the attached resolution confers authority upon the City Manager to take all steps necessary to implement this MOU. Changes to the salary schedule will comply with all City Municipal Codes and appropriate timelines.

OPTIONS

1. Not approve the Resolution
2. Provide alternative direction to staff

FINANCIAL IMPACT:

Year 1 FY 22/23	\$103,000 is budgeted for the FY 22/23 for the 3% COLA.	\$ 103,000
	The projected impact of the additional pays is estimated to be approximately \$47,000; however there is some uncertainty as to how many Officers will be eligible for the Bilingual Pay*.	47,000
	*The annual amount for each qualifying Officer is anticipated to be \$3,200; however this specialty pay does not become effective until January 2023. If 20% or four Officers qualify, the impact to Fiscal Year 22/23, will be approximately \$6,400. This amount could be adjusted based on the number of Officers qualifying for Bilingual Pay.	
Subtotal Year 1		\$150,000
Year 2 FY 23/24	\$70,000 will be budget for the FY 23/24 for the 2% COLA; along with the continuing additional pays.	\$ 70,000
	An additional amount may need to be added for Bilingual Pay, dependent upon the number of qualifying Officers.	
Total projected on-going cost for multi-year agreement:		\$220,000

In Fiscal Year 22/23, the costs associated with the COLA have been incorporated into the Fiscal Year 22/23 Adopted Budget. It is initially anticipated that the costs to cover the \$47,000 in additional pays will either come from position vacancies throughout the year or overtime savings. If additional funds are needed, a budget amendment will be initiated at mid-year.

GOAL ALIGNMENT: Not Applicable.

Attachments

Resolution

MOU - Final Version

RESOLUTION NO. 22 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING
WITH THE PACIFIC GROVE POLICE OFFICERS ASSOCIATION.**

FINDINGS

1. The City of Pacific Grove and the Police Officers Association (POA) have negotiated and have reached agreement on a successor Memorandum of Understanding amending the Memorandum of Understanding that governs wages, benefits, hours and working conditions Police Officers Association members.
2. This 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; and

RESOLUTION

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES
RESOLVE AS FOLLOWS:**

SECTION 1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

SECTION 2. The City Council approves the attached Memorandum of Understanding with the Police Officers Association that covers the period July 1, 2022 through June 30, 2024.

SECTION 3. The City Manager is authorized to execute all documents and to perform all other necessary City acts to implement the Memorandum of Understanding.

SECTION 4. This resolution confers authority upon the City Manager to take all steps necessary to implement this MOU and authorizes budget adjustments if necessary to implement expenditures during FY 22/23 and FY 23/24.

SECTION 5. This Resolution shall take effect immediately following its adoption.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this
____ day of August, 2022, by the following vote:**

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE
Mayor

ATTEST:

SANDRA ANN KANDELL
Deputy City Clerk

APPROVED AS TO FORM:

BRIAN PIERIK
City Attorney

**CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

July 1, 2022 – June 30, 2024

Contents

<u>ARTICLE 1. PARTIES</u>	2
<u>ARTICLE 2. RECOGNITION</u>	2
<u>ARTICLE 3. UNIT DESCRIPTION</u>	2
<u>ARTICLE 4. COVERAGE</u>	2
<u>ARTICLE 5. DURATION OF MOU</u>	2
<u>ARTICLE 6. SCOPE OF MOU</u>	2
<u>ARTICLE 7. GRIEVANCE PROCEDURE</u>	3
<u>ARTICLE 8. SICK LEAVE</u>	5
<u>ARTICLE 9. RETIREMENT</u>	6
<u>ARTICLE 10. HOLIDAYS</u>	7
<u>ARTICLE 11. VACATION</u>	7
<u>ARTICLE 12. HOURS AND OVERTIME</u>	9
<u>ARTICLE 13. UNIFORM ALLOWANCE</u>	11
<u>ARTICLE 14. DEPARTMENT ISSUED EQUIPMENT</u>	12
<u>ARTICLE 15. HEALTH INSURANCE</u>	12
<u>ARTICLE 16. COMPENSATION</u>	13
<u>ARTICLE 17. OTHER</u>	18
<u>ARTICLE 18. FUTURE NEGOTIATIONS</u>	18
<u>Quantity</u>	20
<u>Description</u>	20

CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

In accordance with state requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Police Officers' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation.

As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3505.1.

ARTICLE 1. PARTIES

This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Police Officers' Association, (herein called the "Association").

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Pacific Grove Police Officers' Association as the exclusive representative of the employees in the Police Unit.

2.2 Non Discrimination.

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join, and participate in the activities of organizations of their own choosing for the purposes of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee will be interfered with, restrained, coerced, or discriminated against by the City or the Association because of their exercised rights established by law.

An employee not joining the Association is exercising their rights to self-representation in rights issues.

Nothing in this section prevents the Association and its representatives from representing the classifications in the unit in accordance with the MOU, State and Federal law, and the City of Pacific Grove Personnel Rules and Regulations.

ARTICLE 3. UNIT DESCRIPTION

3.1 The Police Unit consists of all regular employees in the following classifications: Safety Personnel: Police Officer, and Sergeant.

ARTICLE 4. COVERAGE

This Memorandum of Understanding applies to employees in the Police Unit as defined in Article 3.

ARTICLE 5. DURATION OF MOU

This MOU shall govern the period of July 1, 2022 – June 30, 2024.

ARTICLE 6. SCOPE OF MOU

All terms, benefits, and conditions of employment contained in this MOU shall remain in full force and effect for the term hereof. As long as there is no material breach of the terms hereof, neither party shall be entitled to meet and confer with respect to any subject fully covered by this

MOU. No changes to the provisions of this MOU may be undertaken without the prior written consent of both parties to this Agreement, except as otherwise indicated herein.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Definitions

- (a) “Grievant” means an employee(s) filing a grievance.
- (b) “Grievance” is a dispute arising from the application or interpretation of a specific article of this Memorandum of Understanding. “Grievance” is also a dispute arising from an action not covered by the Memorandum of Understanding, but which affects a term and condition of employment as defined in the Meyers-Milias-Brown Act. Provided, the “grievance” does not include disputes regarding management rights, i.e., the merits, necessity, or organization of any service or activity provided by the City, as set out in the Meyers-Milias-Brown Act and as more particularly described in City’s employer-employee organization relations resolution (no. 5249). The City may raise the issue of whether a matter constitutes a grievance during any stage of the grievance process. Employee discipline is processed in accordance with Policy 1021- Personnel Complaints and is not subject to the grievance procedure.
- (c) “Immediate Supervisor” is the employee directly supervising the grievant or in his or her absence his or her designee.
- (d) “Day” is a calendar day.

7.2 Informal Step

Before filing a grievance, the grievant shall discuss the matter with his or her immediate supervisor.

7.3 Step One

- (a) If the grievant is not satisfied with the response at the informal step, the grievant shall submit the grievance in writing to his or her immediate supervisor within 14 days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.
- (b) Within 14 days of filing of the grievance, the immediate supervisor shall respond in writing to the grievance.

7.4 Step Two

- (a) If the grievant is not satisfied with the Step One response, the grievant may bring the grievance to the Chief of Police within 14 days of receipt of the Step One response.
- (b) The Chief of Police shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Two.

7.5 Step Three

- (a) If the grievant is not satisfied with the Step Two response, the grievant may bring the grievance to the City Manager within 14 days of receiving the Step Two response.
- (b) The City Manager shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Three.

7.6 City Council

- 1. If the grievant is not satisfied with the opinion rendered by the City Manager, they may request a hearing before the City Council. The request must be made within 14 days of the opinion rendered by the City Manager. That hearing shall be held as promptly as possible and in any event no more than 30 calendar days from the date of receipt of the request for hearing. The City Council decision is final.

7.7 Release Time

The grievant shall be entitled to release from duty without loss of pay for the hearing of grievance. Other employees may be released from duty without loss of pay to serve as representatives or witnesses. Such releases are subject to the staffing and operational needs of the Department.

7.8 No Discrimination

There shall be no restraint, interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

7.9 Representation

- (a) The employee may be represented by the Association at any step of the grievance.
- (b) An employee is also entitled to represent him/herself individually at any step of the grievance procedure.
- (c) A grievant may not change his or her designation of representative organization, during the processing of a grievance except by mutual agreement of the parties.

7.10 Grievance Withdrawal

By mutual agreement of both parties the grievant and their representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last acted on the grievance.

7.11 Waiver of Steps

By mutual written consent of both parties any step of the grievance procedure may be waived.

ARTICLE 8. SICK LEAVE

8.1 Sick Leave

- (a) Each full-time employee shall accrue eight hours of sick leave per month.

- (b) There shall be no limit on the amount of sick leave that may be accumulated.

8.2 Sick Leave Buy Out

- (a) Upon termination, other than by retirement, the employee shall be entitled to be paid for 50% of his or her accumulated sick leave, up to a maximum of 1,000 hours, at the time of such termination. (Example accumulated 1200 hours, maximum payout is for 500 hours i.e.: ½ of 1,000-hour limit.) Same for b.
- (b) Upon retirement the employee shall be entitled to payment for 50% of any accumulated sick leave, up to a maximum of 1,000 hours, in excess of that for which retirement credit is given.

8.3 Personal Necessity and Bereavement Leave.

- (a) Personal Necessity Leave – Employees may use accrued sick leave in the event of the personal illness of a family member, including father, mother, brother, sister, spouse, registered domestic partner, children, step-children, a grandparent, and in-laws.
- (b) Bereavement Leave – Up to a maximum of five days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, step-parent, step-child, grandparent, in-laws, registered domestic partner, child of or any other member of the immediate household.

ARTICLE 9. RETIREMENT

9.1 Retirement Program

The retirement program for unit members includes the following elements:

- (a) This subsection shall apply only to employees who are not considered “new members” under the Public Employees’ Pensions Reform Act of 2013 (PEPRA) (i.e. “classic members”. CalPERS determines who is a “classic member” within the meaning of PEPRA. The City’s retirement plan shall consist of the following provisions:
- A “3% at age 50” benefit formula (see Gov. Code 21362.2).
 - Final compensation to be based on the single highest year’s compensation.
- (b) For all employees who are “new members” within the meaning of PEPRA, the City’s retirement plan shall consist of the following provisions:
- Defined benefit formula of “2.7% at age 57.”
 - Final compensation based on three highest consecutive years.
- (c) Sick leave conversion of 0.004 years of service for each day of accumulated sick leave (see Gov. Code 20965). This benefit is not available for the portion of sick leave cashed out under Article 8.
- (d) “Classic members” will pay the entire twelve percent (12%) member contribution. “New members” will pay 50% of the total normal cost of their retirement benefit. Pursuant to IRC Section 414 (h) (2), the unit members pay their CalPERS contribution on a pre-tax basis.

- (e) Effective in the first full pay period of December 2017 classic members shall contribute three percent (3%) towards the employer contribution towards CalPERS for a total twelve percent (12%) employee contribution.
- (f) 1959 survivor benefit (Fourth Level, Government Code 21574) Employees will pay the continuing cost of \$2.00 per month for each employee.
- (g) Military Service Credit as Public Service option (Government Code Section 21024). An employee may elect to purchase service credit for active military or merchant marine service before employment.

ARTICLE 10. HOLIDAYS

10.1 Paid Holidays

Holidays observed shall be as follows.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Indigenous Peoples' Day
9. Veterans' Day
10. Thanksgiving Day
11. Thanksgiving Holiday (the Friday after Thanksgiving)
12. Christmas Eve
13. Christmas Day

10.2 Holiday Time for Sworn Members

Holiday time for sworn members working shifts that are longer than an 8-hour shift will be computed as eight hours. Employees may use vacation or accrued compensatory time to be paid for the difference between 8 hours and their shift hours.

ARTICLE 11. VACATION

11.1 Vacation credit is provided as follows: Full Years of Consecutive Service	Hours Earned per Hour* Paid	Maximum Hours Earned/Year
Less than 5	.0385	80
5	.0577	120
6	.0577	120
7	.0615	128
8	.0615	128
9	.0654	136
10	.0654	136
11	.0692	144
12	.0692	144
13	.0731	152
14	.0731	152
15	.0769	160
16	.0808	168
17	.0846	176
18	.0885	184
19	.0923	192
20+	.0962	200

*Straight Time Hours Paid

11.2 Vacation Accumulation

Employees may accumulate vacation to a maximum of 400 hours.

11.3 Vacation Use

If there is no disruption in service, vacations will be allowed up to one time the annual accrual if the Department approves the vacation. Longer vacations may be approved by the Chief on a case-by-case basis based upon the Chief's determination of operational need. This section may not apply in case of emergency or significant staff shortages. Any vacation request in excess of two consecutive weeks must get Chief prior approval through the chain of command.

For vacation requests that coincide with shift bid, members shall make their selection in order of seniority. Members who do not make their selection within 24 hours of the shift bid opening shall be passed and placed at the bottom of the list. The Department shall respond to vacation request no later than seven (7) days from submission of the request. Requests for vacation time off outside the bidding process can be made in hourly increments of at least one hour or more.

11.4 Vacation Buy Back

Regular employees with over five years of service may elect to cash out up to 40 hours of their vacation in any calendar year if the following conditions are met:

- The employee has used (taken) at least 40 hours of vacation during the preceding calendar year.
- The employee must have at least 40 hours of vacation remaining after the "cash out" of some of his or her vacation.
- On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued

vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

ARTICLE 12. HOURS AND OVERTIME

12.1 Shift Hours

- (a) The Chief of Police or designee shall have full authority to schedule employees to regular patrol shifts that are between 8 and 12 hours in length or a combination of schedule options within the 8 to 12 hour shifts.
- (b) Officers assigned to designated traffic enforcement or School Resource are not included in "regular patrol" shifts unless assigned by the Chief.
- (c) The Chief of Police shall have the full authority to change employee schedules and shifts in the best interest of the City,
- (d) The Chief shall provide at least 21- days' notice and an opportunity to meet prior to implementing a new shift that does not currently exist.

12.2 Overtime

12.2.1 Contractual Overtime

Employees are entitled to overtime compensation at a rate of one and one-half times their hourly base rate for hours worked in excess of their regularly scheduled shift.

12.2.2 FLSA Overtime

The Pacific Grove Police Department has established a regularly recurring work period of fourteen (14) consecutive days for all eligible law enforcement personnel, regardless of rank, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

Notwithstanding contractual overtime requirements set forth in this MOU the FLSA overtime threshold for the 14-day 207(k) work period is 86 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 14-day 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 14-day work period exceed 86.

12.3 Lunch Breaks

- (a) Safety personnel assigned to 8-hour shifts and 10-hour shifts shall receive a paid 30-minute lunch period within their shifts.
 - i. That lunch period may be interrupted to respond to emergencies.
- (b) Safety personnel assigned to 12-hour shifts shall receive two paid 30-minute lunch periods.
 - i. Those lunch periods may be interrupted to respond to emergencies.

12.4 Call Back and Holdover

Except as provided in Section 12.5, an employee shall be credited with a minimum of three hours of pay at time and one-half if the employee is called back to work. An employee shall be credited with time and one-half for a shift extension period.

12.5 Court Time

- (a) An employee called back to appear in court shall receive a minimum of four hours pay or compensatory time off at time and one-half.
- (b) If the off-duty employee is scheduled to appear at two or more court appearances, and those appearances are scheduled two or more hours apart, the officer shall receive a minimum of four hours pay or compensatory time off at time and one-half for each appearance.
- (c) If the off-duty officer is scheduled to appear at two or more court appearances, and those appearances are scheduled less than two hours apart, the officer shall receive a minimum of four hours pay or compensatory time at time and one-half with the overtime commencing at the earliest subpoena time.
- (d) In no case will there be double compensation for overlapping court hours.
- (e) If the off-duty officer is scheduled to appear in court and is told they are on standby, such standby shall be on an unrestricted call back basis. During such unrestricted standby the officer will be entitled to compensation at straight time until they are released or reports to court.
- (f) The 4-hour minimum for court time begins when the officer checks in at the courthouse. Officers have a duty to report to court in a timely manner and no more than 45 minutes from when called upon by the court to report.
- (g) The officer must report their status to the Watch Commander at the beginning and end of the standby. It will be the officer's responsibility to ascertain when they must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.
- (h) It will be the subpoenaed officer's responsibility to check the status of any subpoena after 1800 (6:00 p.m.) hours on the prior court day to ascertain if a court appearance has been canceled. In the event of a court cancellation entered into the City notification systems after 6:00 p.m. on the preceding day but before 6:00 a.m. on the court day, the officer shall receive a two (2) hour minimum at straight time if not otherwise scheduled to work during the time of the cancelled appearance. In the event of a court cancellation entered into the City notification system at or after 6:00 a.m. on the court day, the officer shall receive the four (4) hour minimum set forth in this section, if not otherwise scheduled to work during the time of the cancelled appearance. The applicable court pay is determined by when the cancellation is entered into the City notification system, not the time the officer checks the system. Once the four-hour minimum has been met the employee shall be paid hourly at their overtime rate of pay.

- (i) The subpoenaed officer must re-verify the status of the trial by calling the Court Coordinator of the District Attorney's Office after 8:00 a.m. on the date of the trial.
- (j) In all instances, the subpoenaed officer is responsible for appearing in court when required.

12.6 Compensatory Time Off

- (a) Compensatory time off may be granted at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is due.
- (b) Accumulation of compensatory time will be limited to 250.
- (c) A compensatory time account will be maintained for each Association member.
- (d) When the balance in the account is in excess of 250, no further compensatory time will be accrued until the balance in the account is reduced below 250 hours.
- (e) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of accrued comp time the employee irrevocably elected to cash out in the prior year. However, if the employee's accrued comp time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of comp time the employee has accrued at the time of the cash out.
- (f) At no time shall payments be made that are in excess of the account balance as of the request date.

12.7 Detective Call Back/On-Call

Detectives and Investigators, when assigned shall be on unrestricted "call back/on-call" status on a rotational basis so that at least one is always available to meet the departmental needs outside of regular working hours. Detectives and Investigators assigned to "call back/on-call" status will receive \$250 per week which may be paid at a prorated daily rate as needed. Weekly call back/on-call begins and ends at 4:00pm on Thursdays.

ARTICLE 13. UNIFORM ALLOWANCE

13.1 Uniform Allowance

A uniform allowance of \$92.50 per month shall be paid.

13.2 Uniform Patches

The City will provide police department patches for each newly hired member, and as needed thereafter.

13.3 The City will purchase uniforms for all sworn members based on the department policy when hired.

ARTICLE 14. DEPARTMENT ISSUED EQUIPMENT

14.1 General Policy

- (a) The City will purchase and supply department equipment for all sworn officers. The equipment purchased are items that are used in the course of duty and help maintain the safety of the officers and those they serve. The employee will be responsible for all care and maintenance of the city owned and issued equipment.
- (b) All department issued equipment and clothing will be replaced or repaired by the City if damaged in performing normal duties.
- (c) The City agrees to provide up to \$250 towards the replacement of the exterior vest every 5 years at issuance of a new ballistic vest subject to the Chief's prior approval of the choice of vest. The exterior vest may be replaced sooner upon the prior approval of the Chief when damaged beyond repair during the course of employment.

14.2 Equipment Furnished

The department issued equipment is listed in EXHIBIT A.

ARTICLE 15. HEALTH INSURANCE

15.1 City Paid Premium and Special Optional Benefits

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ["PEMHCA"]), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.
- (b) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.
- (c) Cafeteria Plan Benefit for Eligible Active Employees: In addition to the PEMHCA contribution set forth above, effective beginning December of 2018, the City will contribute up to \$1,200 per month towards the health care premium for plans offered by the City for eligible employees. This contribution applies towards premiums for employee only, employee plus one dependent and employee plus family coverage levels. Employees who chose plans that are more expensive than the monthly employer contribution will have the additional premium costs paid through a payroll deduction. This amount will be provided to active employees through the City's Internal Revenue Code Section 125 cafeteria plan.
- (d) The City will contribute according to the below plan enrollment levels:

Plan Enrollment Level	Monthly Employer Contribution (amount excludes PEMCHA)
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Employee Only	\$950
Employee + 1 Dependent	\$1,300
Employee + 2 or More Dependents	\$1,600

15.2 Long Term Disability

The City will contribute \$24.50/month per employee to the Association sponsored LTD plan.

15.3 Inoculations

When not an allowable cost under the City health insurance plan, other health insurance plan of the member, or when the cost is only partially covered under such plan, the City will pay up to the full cost of the member's Hepatitis "B" inoculations, when the member so elects to receive this inoculation.

15.4 An employee may opt out of City-offered medical plans in accordance with this section and must provide the following:

- (a) Proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period");

And

- (b) The employee signs an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. An opt-out payment cannot be chosen if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

ARTICLE 16. COMPENSATION

16.1 Current Salary

- a. Year 1: Effective July 24, 2022 all bargaining unit members shall receive a three-percent (3%) salary increase.
- b. Year 2: Effective in the first full pay period of July 2023 all bargaining unit members shall receive a two-percent (2%) salary increase.

16.2 Specialty Assignment Pays

It is understood and agreed that specialty assignments are not deemed to be promotional and are at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure. Upon such rotation to and from the specialty assignment compensation and hours will be adjusted as provided in this Agreement. Specialty pay is pensionable as determined by CalPERS. Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in subsection (a) of this Section shall lose the compensation.

16.2.1 FTO Training Premium

FTO's shall receive 5% in salary when they are assigned FTO duties by the Chief or designee. FTO duties may be assigned either full time or on an as need basis as determined by the Chief. Corporals are assigned to FTO duties full-time.

16.2.2 Designated Traffic Enforcement Pay

- (a) Police Officers, while assigned to designated traffic enforcement shall receive an additional 5% of their base salary. Unit members are eligible for this specialty pay only when specifically assigned to such duty by the Chief or designee and not for performing traffic duties as related to law enforcement or riding a motorcycle while on regular patrol. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) Upon rotation to and from assignment to a designated traffic enforcement unit, compensation and hours will be adjusted as provided in this agreement. When there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.2.3 School Resource Officer Duty Pay

- (a) Police Officers, while assigned, as the School Resource Officer shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) Upon rotation to and from assignment as School Resource Officer, compensation and hours will be adjusted as provided in this agreement. Where there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.2.4 Detective Division Premium

Detectives/Investigations: Bargaining unit members who are routinely and consistently assigned to a detective or investigative division, shall receive an additional 5% in base salary.

16.2.5 Watch Commander: An officer other than a corporal or sergeant assigned by the Chief or designee as watch commander shall receive an additional 5% in base salary for the shift they work as watch commander.

16.2.6 Corporal Assignment: The Chief may assign bargaining unit members to the Corporal assignment consistent with the needs of the Department. A unit member assigned to a Corporal assignment shall receive an additional 5% in base salary.

16.3 Step Increases

- (a) Step increases must be based upon performance and goal achievements not solely longevity. These increases will be based upon each individual's overall performance as reflected in the most recent performance evaluation.
- (b) Employees are eligible for a step increase on their anniversary date or on the anniversary of their new classification date following completion of 2,080 hours of paid service, whichever is longer. Time spent on legally protected leaves of absence such as FMLA or CFRA count towards step increase eligibility.

16.4 Educational Incentive Pay

Members are eligible for additional compensation as provided in this section.

- (a) Upon compliance with this Section, eligible members shall receive an amount equal to 2.5% of their base pay upon satisfactory completion of 30 semester units of college level, job-related or general education courses that count towards a degree from an accredited college or university as approved by the Police Chief or for satisfactory completion of an AA degree major from an accredited college or university as defined below.
- (b) An amount equal to an additional 3% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of a BA/BS degree major from an accredited college or university as defined below.
- (c) An amount equal to an additional 1% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of an MA/MS or LLB degree major from an accredited college or university as defined below
- (d) Bargaining unit members shall be eligible for a maximum of 6.5% under this section 16.4.
- (e) Definitions
 - i. “Base pay” for the purpose of this section 16.5 means the hourly salary as set forth herein for the range and step of the eligible person and shall specifically exclude any compensation received for overtime, clothing allowance or other fringe benefits.
 - ii. “Satisfactory completion” means a grade of “C” or better in each course.
 - iii. “College level” means any post-high school college or university accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or counties, or which has the prior approval of the City Manager.
 - iv. “Job-related” means any academic course related to technical police science skills. The determination of the Chief of Police of the eligibility of any course shall be final. In the case of doubt the employee shall request the written determination of the Chief of Police in advance of enrollment in the course.
- (f) No person shall be eligible for the benefits under this Section unless and until they have satisfactorily completed the FTO period
- (g) Prior to the payment of compensation under this Section, eligible employees shall submit a list of courses and credits to the department head on forms provided by the Chief of Police, together with the transcripts or other proof of satisfactory completion as may be required.
- (h) Payment for Educational Pay shall be granted the full first pay period following the Chief’s approval as indicated on a Personnel Action Form with the transcripts or other acceptable proof attached. Except under unusual circumstances beyond the control of the member, retroactive payment of Educational Pay shall not exceed six months.
- (i) All such courses shall be taken by the employee during off-duty hours.

16.5 POST Certificate Pay

Bargaining unit members are eligible to receive POST Certificate pay equal to 5% of their base pay for the attainment of the qualifications after completion of their probationary period as defined in the following paragraphs:

- (a) Intermediate P.O.S.T (2.5%)
- (b) Advance P.O.S.T (3%)
- (c) Final Qualifying Event for P.O.S.T. shall be the date of issue of the P.O.S.T. certificate.

16.6 Shift Differential

Members regularly assigned to a shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall receive shift differential premium pay equal to 2.5% of the employee's base rate of pay. Members who are assigned to cover the full shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall also receive shift differential premium pay equal to 2.5% of the employee's base rate of pay for all hours worked during the shift and for hold-over hours directly worked at the request of the Department immediately before or after the regular 7pm to 7am shift. Members who work a partial shift or otherwise work between 7:00PM and 7:00AM are not eligible for shift differential.

16.7 Tuition Reimbursement Plan

The purpose of the Tuition Reimbursement Plan is to help defray the cost of the Association Members college education. All such courses shall be taken by the employee during off-duty hours. The Plan is available to those who are enrolled in a college or university that has been approved by the Chief of Police or City Manager and who are seeking a degree not yet obtained. Employees must have successfully completed their probationary period to be eligible for this benefit.

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of any job related courses of college level education following compliance with this section.
- (b) Any such course must have the prior approval of the Police Chief or the City Manager.
- (c) After the completion of probation, a member may request reimbursement of up to a maximum of \$4,500, which includes \$1,500 for the current year, and the balance above \$1,500 as an advance against future service under the preceding conditions. This constitutes an advance in part, and the part that is advanced must be repaid should the member leave City service prior to serving the requisite time of one year for each \$1,500 so advanced, or pro-rata for fractions thereof.
- (d) Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses.

The Tuition Reimbursement Plan may also be used to attend approved schools or conferences taken by the employee during off-duty hours.

16.8 P.O.S.T. Reimbursement Plan

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of a P.O.S.T. certified course or non-P.O.S.T. course that has been approved by the Chief of Police or City Manager.
- (b) Successful completion of a P.O.S.T. certified course shall include receiving the appropriate reimbursement from P.O.S.T. Travel outside the Monterey, San Benito or Santa Cruz Counties shall receive a travel and per diem allowance when such allowance has been approved in advance by the Police Chief or City Manager.
- (c) Payment of the travel and per diem allowance shall count toward the maximum tuition reimbursement of \$1,500 per fiscal year.

16.9 Physical Fitness Evaluation and Incentive Program

Members will participate in the City's fitness program offered to general employees. A maximum of \$1,323.00 may be awarded every fiscal year.

Fitness Level	Score	Compensation
Excellent	100-80	\$1,323.00
Fit	60 – 80	\$882.00
Fair	40- 60	\$441.00
Needs Work	0 – 40	\$0

16.10 Bilingual Pay

Effective the pay period that includes January 1, 2023, the City will add bilingual pay for Spanish at \$200 per month for employees who take and pass the test as required by the City.

ARTICLE 17. OTHER

17.1 Personnel Rules and Regulations

The Association agrees that it has received a copy of the rules and regulations and has met its obligation under law regarding this document.

17.2 Assigned Training- Off Site

- (a) Time spent in assigned training is compensable hours worked.
- (b) Time spent traveling to assigned training is compensable hours worked if the travel occurs during the employee's normal working hours, regardless of the day of the week.
- (c) An employee must receive prior authorization from the Chief or designee to receive overtime compensation for time spent in assigned training or travelling to or from assigned training.

17.3 Travel Per Diem will be provided in accordance with the City travel policies. Travel reimbursement for POST training shall conform to POST rules.

17.4 Authorization for Checking Messages Off Duty

With the exception of on call members, members of the association who are issued telephones are not required to check their telephones while off duty and therefore are not authorized to work overtime to check their telephones.

17.5 Assigned Training – On-Site

Employees who are called in for training on an employee's regular day off shall be paid a four-hour minimum. This four-hour minimum does not apply to an employee who has voluntarily elected to work on their day off or for employees where the training runs contiguous to their shift. Training is not contiguous to a shift if it starts or ends more than 60 minutes from the start or end of the shift the employee is working.

ARTICLE 18. FUTURE NEGOTIATIONS

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2024, provided that either party may request to meet and confer upon written notice given to the other party.

The parties therefore agree to waive any and all rights or obligations to meet and confer until a reasonable period prior to June 30, 2024.

CITY OF PACIFIC GROVE

PACIFIC GROVE POLICE OFFICERS'
ASSOCIATION.

By:

By:

Bill Peake, Mayor

Wiley Griffin, POA President

Benjamin Harvey, City Manager

Eric Azarvand, Labor Relations Consultant
Mastagni Holstedt

Date:

Date:

Exhibit A

Item	Quantity	Description
1	1	Ballistic vest-with outer carrier
2	1	Department issued service weapon with holster
3	2	Spare magazines for department issues weapon
4	1	Double magazine pouch
5	1	Duty belt
6	1	Under belt
7	1	Baton-36" with holder
8	1	Handcuff case (double)
9	2	Pair of handcuffs with keys
10	1	Glove case
11	1	Chemical spray 4" with holder
12	1	Rain jacket and rain pants
13	1	Police badge for uniform
14	1	Flat police badge for wallet
15	1	Police hat badge for Class A uniform
16	1	Ballistic helmet with shield
17	1	Gas mask with bag
18	1	Asp baton 26" with holder
19	1	Flashlight
20	1	Body worn camera
21	1	Taser with holster and two cartridges
22	1	Traffic reflective vest
23	1	Cellular phone
24	1	Portable radio and holder
25	1	Department issued rifle

**CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

~~July 1, 2021 — June 30, 2022~~
July 1, 2022 — June 30, 2024

Contents

ARTICLE 1. PARTIES	2
ARTICLE 2. RECOGNITION	2
ARTICLE 3. UNIT DESCRIPTION	2
ARTICLE 4. COVERAGE	2
ARTICLE 5. DURATION OF MOU	2
ARTICLE 6. SCOPE OF MOU	32
ARTICLE 7. GRIEVANCE PROCEDURE	3
ARTICLE 8. SICK LEAVE	45
ARTICLE 9. RETIREMENT	56
ARTICLE 10. HOLIDAYS	67
ARTICLE 11. VACATION	7
ARTICLE 12. HOURS AND OVERTIME	89
ARTICLE 13. UNIFORM ALLOWANCE	1011
ARTICLE 14. SAFETY DEPARTMENT ISSUED EQUIPMENT	1012
ARTICLE 15. HEALTH INSURANCE	1112
ARTICLE 16. COMPENSATION	1213
ARTICLE 17. OTHER	1718
ARTICLE 18. FUTURE NEGOTIATIONS	1718
Quantity	1920
Description	1920

CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

In accordance with state requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Police Officers' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation.

As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3505.1.

ARTICLE 1. PARTIES

This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Police Officers' Association, (herein called the "Association").

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Pacific Grove Police Officers' Association as the exclusive representative of the employees in the Police Unit.

2.2 Non Discrimination.

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join, and participate in the activities of organizations of their own choosing for the purposes of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee will be interfered with, restrained, coerced, or discriminated against by the City or the Association because of ~~he or she~~theytheir exercised rights established by law.

An employee not joining the Association is exercising his or hertheir rights to self-representation in rights issues.

Nothing in this section prevents the Association and its representatives from representing the classifications in the unit in accordance with the MOU, State and Federal law, and the City of Pacific Grove Personnel Rules and Regulations.

ARTICLE 3. UNIT DESCRIPTION

3.1 The Police Unit consists of all regular employees in the following classifications: Safety Personnel: Police Officer, and Sergeant.

ARTICLE 4. COVERAGE

This Memorandum of Understanding applies to employees in the Police Unit as defined in Article 3.

ARTICLE 5. DURATION OF MOU

This MOU shall govern the period of ~~July 1, 2021 — June 30, 2022~~ July 1, 2022 — June 30, 2024.

ARTICLE 6. SCOPE OF MOU

All terms, benefits, and conditions of employment contained in this MOU shall remain in full force and effect for the term hereof. As long as there is no material breach of the terms hereof, neither party shall be entitled to meet and confer with respect to any subject fully covered by this

MOU. No changes to the provisions of this MOU may be undertaken without the prior written consent of both parties to this Agreement, except as otherwise indicated herein.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Definitions

- (a) “Grievant” means an employee(s) filing a grievance.
- (b) “Grievance” is a dispute arising from the application or interpretation of a specific article of this Memorandum of Understanding. “Grievance” is also a dispute arising from an action not covered by the Memorandum of Understanding, but which affects a term and condition of employment as defined in the Meyers-Milias-Brown Act. Provided, the “grievance” does not include disputes regarding management rights, i.e., the merits, necessity, or organization of any service or activity provided by the City, as set out in the Meyers-Milias-Brown Act and as more particularly described in City’s employer-employee organization relations resolution (no. 5249). The City may raise the issue of whether a matter constitutes a grievance during any stage of the grievance process. Employee discipline is processed in accordance with [Policy 1021- Personnel Complaints](#) and is not subject to the grievance procedure.
- (c) “Immediate Supervisor” is the employee directly supervising the grievant or in his or her absence his or her designee.
- (d) “Day” is a calendar day.

7.2 Informal Step

Before filing a grievance, the grievant shall discuss the matter with his or her immediate supervisor.

7.3 Step One

- (a) If the grievant is not satisfied with the response at the informal step, the grievant shall submit the grievance in writing to his or her immediate supervisor within 14 days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.
- (b) Within 14 days of filing of the grievance, the immediate supervisor shall respond in writing to the grievance.

7.4 Step Two

- (a) If the grievant is not satisfied with the Step One response, the grievant may bring the grievance to the Chief of Police within 14 days of receipt of the Step One response.
- (b) The Chief of Police shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Two.

7.5 Step Three

- (a) If the grievant is not satisfied with the Step Two response, the grievant may bring the grievance to the City Manager within 14 days of receiving the Step Two response.
- (b) The City Manager shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Three.

7.6 City Council

- 1. If the grievant is not satisfied with the opinion rendered by the City Manager, ~~he or she~~ they may request a hearing before the City Council. The request must be made within 14 days of the opinion rendered by the City Manager. That hearing shall be held as promptly as possible and in any event no more than 30 calendar days from the date of receipt of the request for hearing. The City Council decision is final.

7.7 Release Time

The grievant shall be entitled to release from duty without loss of pay for the hearing of grievance. Other employees may be released from duty without loss of pay to serve as representatives or witnesses. Such releases are subject to the staffing and operational needs of the Department.

7.8 No Discrimination

There shall be no restraint, interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

7.9 Representation

- (a) The employee may be represented by the Association at any step of the grievance.
- (b) An employee is also entitled to represent him/herself individually at any step of the grievance procedure.
- (c) A grievant may not change his or her designation of representative organization, during the processing of a grievance except by mutual agreement of the parties.

7.10 Grievance Withdrawal

By mutual agreement of both parties the grievant and ~~his or her~~ their representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last ~~took action~~ acted on the grievance.

7.11 Waiver of Steps

By mutual written consent of both parties any step of the grievance procedure may be waived.

ARTICLE 8. SICK LEAVE

8.1 Sick Leave

- (a) Each ~~full-time~~ full-time employee shall accrue eight hours of sick leave per month.
- (b) There shall be no limit on the amount of sick leave that may be accumulated.

8.2 Sick Leave Buy Out

- (a) Upon termination, other than by retirement, the employee shall be entitled to be paid for 50% of his or her accumulated sick leave, up to a maximum of 1,000 hours, at the time of such termination. (Example accumulated 1200 hours, maximum payout is for 500 hours i.e.: $\frac{1}{2}$ of ~~1,000-hour~~ 1,000-hour limit.) Same for b.
- (b) Upon retirement the employee shall be entitled to payment for 50% of any accumulated sick leave, up to a maximum of 1,000 hours, in excess of that for which retirement credit is given.

8.3 Personal Necessity and Bereavement Leave.

- (a) Personal Necessity Leave – Employees may use accrued sick leave in the event of the personal illness of a family member, including father, mother, brother, sister, spouse, registered domestic partner, children, step-children, a grandparent, and in-laws.
- (b) Bereavement Leave – Up to a maximum of five days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, ~~step-parent~~, ~~step-child~~, grandparent, in-laws, registered domestic partner, child of or any other member of the immediate household.

ARTICLE 9. RETIREMENT

9.1 Retirement Program

The retirement program for unit members includes the following elements:

- (a) This subsection shall apply only to employees who are not considered “new members” under the Public Employees’ Pensions Reform Act of 2013 (PEPRA) (i.e. “classic members”. CalPERS determines who is a “classic member” within the meaning of PEPRA. The City’s retirement plan shall consist of the following provisions:
 - A “3% at age 50” benefit formula (see Gov. Code 21362.2).
 - Final compensation to be based on the single highest year’s compensation.
- (b) For all employees who are “new members” within the meaning of PEPRA, the City’s retirement plan shall consist of the following provisions:
 - Defined benefit formula of “2.7% at age 57.”
 - Final compensation based on three highest consecutive years.
- (c) Sick leave conversion of 0.004 years of service for each day of accumulated sick leave (see Gov. Code 20965). This benefit is not available for the portion of sick leave cashed out under Article 8.

- (d) "Classic members" will pay the entire twelve percent (12%) member contribution. "New members" will pay 50% of the total normal cost of their retirement benefit. Pursuant to IRC Section 414 (h) (2), the unit members pay their CalPERS contribution on a pre-tax basis.
- (e) Effective in the first full pay period of December 2017 classic members shall contribute three percent (3%) towards the employer contribution towards CalPERS for a total twelve percent (12%) employee contribution.
- (f) 1959 survivor benefit (Fourth Level, Government Code 21574) Employees will pay the continuing cost of \$2.00 per month for each employee.
- (g) Military Service Credit as Public Service option (Government Code Section 21024). An employee may elect to purchase service credit for active military or merchant marine service before employment.

ARTICLE 10. HOLIDAYS

10.1 Paid Holidays

Holidays observed shall be as follows.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. ~~Columbus Day~~ Indigenous Peoples' Day
9. Veterans' Day
10. Thanksgiving Day
11. Thanksgiving Holiday (the Friday after Thanksgiving)
- ~~11, 12.~~ Christmas Eve
- ~~12, 13.~~ Christmas Day

10.2 Holiday Time for Sworn Members

Holiday time for sworn members working ~~a 12-hour shift~~ that are longer than an 8-hour shift will be computed as eight hours. ~~employees~~ Employees may use vacation or accrued compensatory time to be paid for the difference between 8 hours and their shift 12 hours.

ARTICLE 11. VACATION

11.1 Vacation credit is provided as follows:

Full Years of Consecutive Service	Hours Earned per Hour* Paid	Maximum Hours Earned/Year
Less than 5	.0385	80
5	.0577	120
6	.0577	120
7	.0615	128
8	.0615	128
9	.0654	136
10	.0654	136
11	.0692	144
12	.0692	144
13	.0731	152
14	.0731	152
15	.0769	160
16	.0808	168
17	.0846	176
18	.0885	184
19	.0923	192
20+	.0962	200

*Straight Time Hours Paid

11.2 Vacation Accumulation

Employees may accumulate vacation to a maximum of 400 hours.

11.3 Vacation Use

As long as If there is no disruption in service, vacations will be allowed up to one time the annual accrual if the Department approves the vacation. Longer vacations may be approved by the Chief on a case-by-case basis based upon the Chief's determination of operational need. This section may not apply in case of emergency or significant staff shortages. Any vacation request in excess of two consecutive weeks must get Chief prior approval through the chain of command.

For vacation requests that coincide with shift bid, members shall make their selection in order of seniority. Members who do not make their selection within 24 hours of the shift bid opening shall be passed and placed at the bottom of the list. The Department shall respond to vacation request no later than seven (7) days from submission of the request. Requests for vacation time off outside the bidding process can be made in hourly increments of at least one hour or more.

11.4 Vacation Buy Back

Regular employees with over five years of service may elect to cash out up to 40 hours of their vacation in any calendar year if the following conditions are met:

- (a) The employee has used (taken) at least 40 hours of vacation during the preceding calendar year.
- (b) The employee must have at least 40 hours of vacation remaining after the “cash out” of some of his or her vacation.
- (c) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee’s base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee’s vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

ARTICLE 12. HOURS AND OVERTIME

12.1 Shift Hours

- (a) The Chief of Police or designee shall have full authority to schedule employees to regular patrol shifts that are between of 108 and -or- 12 hours in length or a combination of schedule options within the 8 to 12 hour shifts~~the two.~~
- (b) Officers assigned to designated traffic enforcement or School Resource are not included in “regular patrol” shifts unless assigned by the Chief.
- (c) The Chief of Police shall have the full authority to change employee schedules and shifts in the best interest of the City,
- (d) The Chief shall provide at least 21- days’ notice and an opportunity to meet prior to implementing a new shift that does not currently exist.

12.2 Overtime

12.2.1 Contractual Overtime

Employees are entitled to overtime compensation at a rate of one and one-half times their hourly base rate for hours worked in excess of their regularly scheduled shift.

12.2.2 FLSA Overtime

The Pacific Grove Police Department has established a regularly recurring work period of fourteen (14) consecutive days for all eligible law enforcement personnel, regardless of rank, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

Notwithstanding contractual overtime requirements set forth in this MOU the FLSA overtime threshold for the 14-day 207(k) work period is 86 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 14-day 207(k) work period, the FLSA overtime threshold is exceeded when an employee’s actual, physical hours worked during the 14-day work period exceed 86.

12.3 Lunch Breaks

- (a) Safety personnel assigned to 8-hour shifts and 10-hour shifts shall receive a paid 30-minute lunch period within their shifts.
 - i. That lunch period may be interrupted to respond to emergencies.
- (b) Safety personnel assigned to 12-hour shifts shall receive two paid 30-minute lunch periods.
 - i. Those lunch periods may be interrupted to respond to emergencies.

12.4 Call Back and Holdover

Except as provided in Section 12.5, an employee shall be credited with a minimum of ~~two~~ three hours of pay at time and one-half if the employee is called back to work. An employee shall be credited with time and one-half for a shift extension period.

12.5 Court Time

- (a) An employee called back to appear in court shall receive a minimum of four hours pay or compensatory time off at time and one-half for each appearance.
- (b) If the ~~off duty~~ off-duty employee is scheduled to appear at two or more court appearances, and those appearances are scheduled two or more hours apart, the officer shall receive a minimum of not less than four hours pay or compensatory time off at time and one-half for each appearance.
- (c) If the ~~off duty~~ off-duty officer is scheduled to appear at two or more court appearances, and those appearances are scheduled less than two hours apart, the officer shall receive a minimum of four hours pay or compensatory time at time and one-half with the overtime commencing at the earliest subpoena time.
- (d) In no case will there be double compensation for overlapping court hours.
- ~~(e)~~ If the ~~off duty~~ off-duty officer is scheduled to appear in court and is told ~~he/she is~~ they are on standby, ~~he/she~~ they will have two options as follows:

— Option one:

— ~~Standby will be treated as court time from the time the officer reports to the Police Department for duty. The officer will be eligible for compensation at time and one-half for the time he/she is~~ they are on duty in the Department. During such periods of standby in the Police Department, the officer will be assigned to perform such other duties as directed by the Police Chief or designee. It will be the officer's responsibility to ascertain when he/she they must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.

— Option two:

- (e) ~~If not reporting for duty~~, such standby shall be on an unrestricted call back basis. During such unrestricted standby the officer will be entitled to compensation at straight time until ~~he/she is~~they are released or reports to court.
- (f) The 4-hour minimum for court time begins when the officer checks in at the courthouse. Officers have a duty to report to court in a timely manner and no more than 45 minutes from when called upon by the court to report.
- (f)(g) ~~_____~~ The officer must report ~~his or her~~their status to the ~~Department Watch Commander~~ at the beginning and end of the standby. It will be the officer's responsibility to ascertain when ~~he/she~~they must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.

~~Note, options 1 & 2 shall be at the direction of the on duty on-duty watch commander.~~

- (g)(h) ~~_____~~ It will be the subpoenaed officer's responsibility to check the status of any subpoena after 1800 (6:00 p.m.) hours on the prior court day to ascertain if a court appearance has been canceled. In the event of a court cancellation entered into the City notification systems after 6:00 p.m. on the preceding day but before 6:00 a.m. on the court day, the officer shall receive a two (2) hour minimum at straight time if not otherwise scheduled to work during the time of the cancelled appearance. In the event of a court cancellation entered into the City notification system at or after 6:00 a.m. on the court day, the officer shall receive the four (4) hour minimum set forth in this section, if not otherwise scheduled to work during the time of the cancelled appearance. The applicable court pay is determined by when the cancellation is entered into the City notification system, not the time the officer checks the system with the Department, either by telephone or in person, after 1800 hours on the day prior to a court date to determine if the Department has been notified that the subpoenaed officer's court appearance has been canceled. Once the four-hour minimum has been met the employee shall be paid hourly at their overtime rate of pay.

~~(h) The Department will attempt to notify the officer by telephone.~~

- (i) The subpoenaed officer must re-verify the status of the trial by calling the Court Coordinator of the District Attorney's Office after 8:00 a.m. on the date of the trial.
- (j) In all instances, the subpoenaed officer is responsible for appearing in court when required.

12.6 Compensatory Time Off

- (a) Compensatory time off may be granted at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is due.
- (b) Accumulation of compensatory time will be limited to 250.
- (c) A compensatory time account will be maintained for each Association member.
- (d) When the balance in the account is in excess of 250, no further compensatory time will be accrued until the balance in the account is reduced below 250 hours.

- (e) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of accrued comp time the employee irrevocably elected to cash out in the prior year. However, if the employee's accrued comp time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of comp time the employee has accrued at the time of the cash out.
- (f) At no time shall payments be made that are in excess of the account balance as of the request date.

12.7 ~~Investigated~~ Detective Call Back/On-Call

Detectives and Investigators, when assigned shall be on unrestricted "call back/on-call" status on a rotational basis so that at least one is always available to meet the departmental needs outside of regular working hours. Detectives and Investigators assigned to "call back/on-call" status will receive \$200-250 per week which may be paid at a prorated daily rate as needed. Weekly call back/on-call begins and ends at 4:00pm on Thursdays at 12:00 midnight on Friday and ends at 11:59 PM the following Thursday.

~~With the exception of on-call members, members of the association who are issued telephones are not required to check their telephones while off duty and therefore are not authorized to work overtime to check their telephones.~~

ARTICLE 13. UNIFORM ALLOWANCE

13.1 Uniform Allowance

A uniform allowance of \$92.50 per month shall be paid.

13.2 Uniform Patches

The City will provide police department patches for each newly hired member, and as needed thereafter.

13.3 The City will purchase uniforms for all sworn members based on the department policy when hired.

ARTICLE 14. ~~SAFETY~~ DEPARTMENT ISSUED EQUIPMENT

14.1 General Policy

- (a) The City will purchase and supply department safety equipment for all sworn officers. The equipment purchased are items that are used in the course of duty and help maintain the safety of the officers and those they serve. Equipment purchased by the employee shall be approved by the Chief of Police or designee. The employee will be responsible for all care and maintenance of the city owned and issued equipment.

(b) All ~~department issued equipment items of personal equipment~~ and clothing will be replaced or repaired by the City if damaged in performing normal duties.

~~(b)~~(c) The City agrees to provide up to \$250 towards the replacement of the exterior vest every 5 years at issuance of a new ballistic vest subject to the Chief's prior approval of the choice of vest. The exterior vest may be replaced sooner upon the prior approval of the Chief when damaged beyond repair during the course of employment.

14.2 Equipment Furnished

The ~~department issued equipment furnished safety personnel~~ is ~~as listed~~stated in EXHIBIT A.

ARTICLE 15. HEALTH INSURANCE

15.1 City Paid Premium and Special Optional Benefits

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ["PEMHCA"], for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.
- (b) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.
- (c) Cafeteria Plan Benefit for Eligible Active Employees: In addition to the PEMHCA contribution set forth above, effective beginning December of 2018, the City will contribute up to \$1,200 per month towards the health care premium for plans offered by the City for eligible employees. This contribution applies towards ~~premiums for~~ employee only, employee plus one dependent and employee plus family coverage levels. Employees who chose plans that are more expensive than the monthly employer contribution~~PERS Choice or equivalent option~~ will have the additional premium costs paid through a payroll deduction. This amount will be provided to active employees through the City's Internal Revenue Code Section 125 cafeteria plan.
- (d) ~~Effective the first full pay period in December 2020 for January 2021 premiums, the~~ The City will contribute according to the below plan enrollment levels:

Plan Enrollment Level	Monthly Employer Contribution (amount excludes PEMCHA)
Employee Only	\$950
Employee + 1 Dependent	\$1,300
Employee + 2 or More Dependents	\$1,600

15.2 Long Term Disability

The City will contribute \$24.50/month per employee to the Association sponsored LTD plan.

15.3 Inoculations

When not an allowable cost under the City health insurance plan, other health insurance plan of the member, or when the cost is only partially covered under such plan, the City will pay up to

the full cost of the member's Hepatitis "B" inoculations, when the member so elects to receive this inoculation.

15.4 An employee may opt out of City-offered medical plans in accordance with this section and must provide the following:

- (a) ~~proof~~ Proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period");

And

- (b) ~~the~~ The employee signs an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. An opt-out payment cannot be chosen if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

~~15.5 — Affordable Care Act Reopener~~

~~The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Association and its members — the City employees. This reopener is limited to the impact of the Affordable Care Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits.~~

ARTICLE 16. COMPENSATION

16.1 Current Salary

~~Effective July 11, 2021, Steps F and G shall be added to the regular salary schedule and progression to steps F and G shall be governed by Section 16.3 (Step increases). Bargaining unit employees who already qualify for advancement to Step F shall be placed on step F effective with the July 11, 2021 payroll cycle. Bargaining unit employees who already qualify for advancement to Step G shall be placed on step G effective with the July 11, 2021 payroll cycle. Employees who receive a step increase effective July 11, 2021 shall have their anniversary date for step increases adjusted to July 11th.~~

a. Year 1: Effective July 24, 2022 all bargaining unit members shall receive a three-percent (3%) salary increase.

b. Year 2: Effective in the first full pay period of July 2023 all bargaining unit members shall receive a two-percent (2%) salary increase

16.2 Specialty Assignment Pays

It is understood and agreed that specialty assignments are not deemed to be promotional and are at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure. Upon such rotation to and from the specialty assignment compensation and hours will be adjusted as provided in this

Agreement. Specialty pay is pensionable as determined by CalPERS. Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in subsection (a) of this Section shall lose the compensation.

16.2.1 FTO Training Premium

FTO's shall receive 5% in salary when they are assigned FTO duties by the Chief or designee. FTO duties may be assigned either full time or on an as need basis as determined by the Chief. Corporals are assigned to FTO duties full-time.

16.2.2 Designated Traffic Enforcement Pay

- (a) Police Officers, while assigned to designated traffic enforcement shall receive an additional 5% of their base salary. Unit members are eligible for this specialty pay only when specifically assigned to such duty by the Chief or designee and not for performing traffic duties as related to law enforcement or riding a motorcycle while on regular patrol. There shall be no additional benefits for Police Officers so assigned arising from such assignment.

~~(b) It is understood and agreed that assignment to a designated traffic enforcement unit is not deemed to be promotional and is at the discretion of the Police Chief. It is further understood that pay for being assigned to a designated traffic enforcement unit is provided as a special assignment pay and is not provided for riding a motorcycle while assigned to regular patrol. Designated traffic enforcement assignments will be rotated from time to time. Such rotation is not subject to the grievance procedure.~~

- ~~(e)(b)~~ Upon rotation to and from assignment to a designated traffic enforcement unit, compensation and hours will be adjusted as provided in this agreement. When there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.2.3 School Resource Officer Duty Pay

- (a) Police Officers, while assigned, as the School Resource Officer shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.

~~(b) It is understood and agreed that assignment of School Resource Officer is not deemed to be promotional and is at the discretion of the Police Chief. Such assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure.~~

- ~~(e)(b)~~ Upon rotation to and from assignment as School Resource Officer, compensation and hours will be adjusted as provided in this agreement. Where there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.2.4 Detective Division Premium

Detectives/Investigations: Bargaining unit members who are routinely and consistently assigned to a detective or investigative division, shall receive an additional 5% in base salary.

- 16.2.5 Watch Commander: An officer other than a corporal or sergeant assigned by the Chief or designee as watch commander shall receive an additional 5% in base salary for the shift they work as watch commander.

16.2.6 Corporal Assignment: The Chief may assign bargaining unit members to the Corporal assignment consistent with the needs of the Department. A unit member assigned to a Corporal assignment shall receive an additional 5% in base salary.

16.3 Step Increases

- (a) Step increases must be based upon performance and goal achievements not solely longevity. These increases will be based upon each individual's overall performance as reflected in the most recent performance evaluation.
- (b) Employees are eligible for a step increase on their anniversary date or onnew the anniversary of their new classification date following completion of 2,080 hours of paid service, whichever is longer. Time spent on legally protected leaves of absence such as FMLA or CFRA count towards step increase eligibility.

16.4 Educational Incentive Pay

Members are eligible for additional compensation as provided in this section.

- (a) Upon compliance with this Section, eligible members shall receive an amount equal to 2.5% of their base pay upon satisfactory completion of 30 semester units of college level, job-related or general education courses that count towards a degree from an accredited college or university as approved by the Police Chief or for satisfactory completion of an AA degree major from an accredited college or university as defined below.
- (b) An amount equal to an additional 2.53% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of a BA/BS degree major from an accredited college or university as defined below.
- (c) An amount equal to an additional 2.51% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of an MA/MS or LLB degree major from an accredited college or university as defined below
- (d) Bargaining unit members shall be eligible for a ~~total maximum~~ of 5.06.5% under this section 16.4.
- (e) Definitions
 - i. "Base pay" for the purpose of this section 16.5 means the hourly salary as set forth herein for the range and step of the eligible person and shall specifically exclude any compensation received for overtime, clothing allowance or other fringe benefits.
 - ii. "Satisfactory completion" means a grade of "C" or better in each course.
 - iii. "College level" means any post-high school college or university accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or counties, or which has the prior approval of the City Manager.
 - iv. "Job-related" means any academic course related to technical police science skills. The determination of the Chief of Police of the eligibility of any course shall be final. In the case of doubt the employee shall request the written determination of the Chief of Police in advance of enrollment in the course.

- (f) No person shall be eligible for the benefits under this Section unless and until ~~he/she/they~~ have ~~has~~ satisfactorily completed the FTO period. ~~Units completed prior to employment with the City of Pacific Grove, or during the probationary period, shall be considered in determining eligibility, provided the other requirements of this Section are met.~~
- (g) Prior to the payment of compensation under this Section, eligible employees shall submit a list of courses and credits to the department head on forms provided by the Chief of Police, together with the transcripts or other proof of satisfactory completion as may be required.
- (h) Payment for Educational Pay shall be granted the full first pay period following the Chief's approval as indicated on a Personnel Action Form with the transcripts or other acceptable proof attached, determined as the first pay period following the final qualifying event as outlined in (a) or (b). Final Qualifying Event for college or university education the date the degree is issued. Except under unusual circumstances beyond the control of the member, retroactive payment of Educational Pay shall not exceed six months.
- ~~(i) Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in subsection (a) of this Section shall lose the compensation.~~
- ~~(j)~~ (i) All such courses ~~may~~ shall be taken by the employee during off-duty hours.

16.5 POST Certificate Pay

Bargaining unit members are eligible to receive POST Certificate pay equal to 5% of their base pay for the attainment of the qualifications after completion of their probationary period as defined in the following paragraphs:

- (a) Intermediate P.O.S.T (2.5%)
- (b) Advance P.O.S.T (~~2.53~~%)
- (c) Final Qualifying Event for P.O.S.T. shall be the date of issue of the P.O.S.T. certificate.

16.6 Shift Differential

Members regularly assigned to a shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall receive shift differential premium pay equal to 2.5% of the employee's base rate of pay. Members who are assigned to cover the full shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall also receive shift differential premium pay equal to 2.5% of the employee's base rate of pay for all hours worked during the shift and for hold-over hours directly worked at the request of the Department immediately before or after the regular 7pm to 7am shift. Members who work a partial shift or otherwise work between 7:00PM and 7:00AM are not eligible for shift differential.

16.7 Tuition Reimbursement Plan

The purpose of the Tuition Reimbursement Plan is to help defray the cost of the Association Members college education. All such courses shall be taken by the employee during off-duty hours. The Plan is available to those who are enrolled in a college or university that has been approved by the Chief of Police or City Manager and who are seeking a degree not yet obtained. Employees must have successfully completed their probationary period to be eligible for this benefit.

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,0001,500 for a single fiscal year for the successful completion of any job related courses of college level education following compliance with this section.
- (b) Any such course must have the prior approval of the Police Chief or the City Manager.
- (c) After the completion of probation, a member may request reimbursement of up to a maximum of \$3,0004,500, which includes \$1,0001,500 for the current year, and the balance above \$1,0001,500 as an advance against future service under the preceding conditions. This constitutes an advance in part, and the part that is advanced must be repaid should the member leave City service prior to serving the requisite time of one year for each \$1,0001,500 so advanced, or pro-rata for fractions thereof.
- (d) Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses.

The Tuition Reimbursement Plan may also be used to attend approved schools or conferences taken by the employee during off-duty hours.

16.8 P.O.S.T. Reimbursement Plan

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of a P.O.S.T. certified course or non-P.O.S.T. course that has been approved by the Chief of Police or City Manager.
- (b) Successful completion of a P.O.S.T. certified course shall include receiving the appropriate reimbursement from P.O.S.T. Travel outside the Monterey, San Benito or Santa Cruz Counties shall receive a travel and per diem allowance when such allowance has been approved in advance by the Police Chief or City Manager.
- (c) Payment of the travel and per diem allowance shall count toward the maximum tuition reimbursement of \$1,500 per fiscal year.

16.89 Physical Fitness Evaluation and Incentive Program

Members will participate in the City's fitness program offered to general employees. A maximum of \$1,323.00 may be awarded every fiscal year.

Fitness Level	Score	Compensation
Excellent	100-80	\$1,323.00
Fit	60 – 80	\$882.00
Fair	40- 60	\$441.00
Needs Work	0 – 40	\$0

16.10 Bilingual Pay

Effective the pay period that includes January 1, 2023, the City will add bilingual pay for Spanish at \$200 per month for employees who take and pass the test as required by the City.

ARTICLE 17. OTHER

17.1 Personnel Rules and Regulations

The Association agrees that it has received a copy of the rules and regulations and has met its obligation under law regarding this document.

17.2 Assigned Training- Off Site

- (a) Time spent in assigned training is compensable hours worked.
- (b) Time spent traveling to assigned training is compensable hours worked if the travel occurs during the employee's normal working hours, regardless of the day of the week.
- (c) An employee must receive prior authorization from the Chief or designee to receive overtime compensation for time spent in assigned training or travelling to or from assigned training.

~~17.3 Corporal Assignment: The Chief may assign bargaining unit members to the Corporal assignment consistent with the needs of the Department. It is understood and agreed that the assignment to Corporal is not deemed to be promotional and is at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time.~~

17.43 Travel Per Diem will be provided in accordance with the City travel policies. Travel reimbursement for POST training shall conform to POST rules.

17.4 Authorization for Checking Messages Off Duty

With the exception of on call members, members of the association who are issued telephones are not required to check their telephones while off duty and therefore are not authorized to work overtime to check their telephones.

17.5 Assigned Training – On-Site

Employees who are called in for training on an employee's regular day off shall be paid a four-hour minimum. This four-hour minimum does not apply to an employee who has voluntarily elected to work on their day off or for employees where the training runs contiguous to their shift. Training is not contiguous to a shift if it starts or ends more than 60 minutes from the start or end of the shift the employee is working.

17.5—Contracting Out

~~The City has the right to contract out bargaining unit services to meet the best interest of the City.~~

- ~~(a) In the event that the City exercises its right to contract out bargaining unit work, the City shall provide at least 60-day notice and an opportunity to meet and confer on the impacts and effects of this decision.~~
- ~~(b) The City agrees that no incumbent employee shall be laid off as a result of contracting out under this Section.~~

ARTICLE 18. FUTURE NEGOTIATIONS

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, ~~2022~~2024, provided that either party may request to meet and confer upon written notice given to the other party.

The parties therefore agree to waive any and all rights or obligations to meet and confer until a reasonable period prior to June 30, ~~2022~~2024.

CITY OF PACIFIC GROVE

PACIFIC GROVE POLICE OFFICERS'
ASSOCIATION.

By:

By:

Bill Peake, Mayor
President

~~Saul Rodriguez~~Wiley Griffin, POA

Benjamin Harvey, City Manager

Eric Azarvand, Labor Relations Consultant
Mastagni Holstedt

Date:

Date:

Exhibit A

Item	Quantity	Description
<u>1</u>	<u>1</u>	<u>Vest Ballistic vest-with outer carrier</u>
<u>1</u>	<u>1</u>	<u>Outer Vest</u>
<u>2</u>	<u>1</u>	<u>pistol with case Department issued service weapon with holster</u>
<u>3</u>	<u>21</u>	<u>weapon manual Spare magazines for department issues weapon</u>
<u>4</u>	<u>12</u>	<u>Spare ammo clips Double magazine pouch</u>
<u>5</u>	<u>1</u>	<u>Double magazine pouch Duty belt</u>
<u>6</u>	<u>1</u>	<u>Duty belt Under belt</u>
<u>7</u>	<u>1</u>	<u>Hi-Ride holsterBaton-36" with holder</u>
<u>8</u>	<u>1</u>	<u>Inner trouser belt Handcuff case (double)</u>
<u>9</u>	<u>21</u>	<u>Baton holder Pair of handcuffs with keys</u>
<u>10</u>	<u>1</u>	<u>Handcuff case Glove case</u>
<u>11</u>	<u>1</u>	<u>Glove caseChemical spray 4" with holder</u>
<u>12</u>	<u>1</u>	<u>Chemical spray caseRain jacket and pair of rain pants</u>
<u>13</u>	<u>141</u>	<u>Belt keepersPolice badge for uniform</u>
<u>14</u>	<u>1</u>	<u>Baton 36" Flat police badge for wallet</u>
<u>15</u>	<u>1</u>	<u>Chemical spray weapon Police hat badge for Class A uniform</u>
<u>16</u>	<u>1</u>	<u>Handcuffs with 2 keys Ballistic helmet with shield</u>
<u>17</u>	<u>1</u>	<u>Rain coat with police star Gas mask with bag</u>
<u>18</u>	<u>1</u>	<u>Rain pants Asp baton 26" with holder</u>
<u>19</u>	<u>1</u>	<u>Rain cap cover Flashlight</u>
<u>20</u>	<u>1</u>	<u>Police Badge Uniform Body worn camera</u>
<u>21</u>	<u>1</u>	<u>Police Badge Cap Taser with holster and two cartridges</u>
<u>22</u>	<u>1</u>	<u>Traffic reflective vest</u>
<u>23</u>	<u>1</u>	<u>Cellular phone</u>
<u>24</u>	<u>1</u>	<u>Portable radio and holder</u>
<u>25</u>	<u>1</u>	<u>Department issued rifle</u>



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: August 17, 2022
SUBJECT: Amend the City of Pacific Grove's Conflict of Interest Code *Action required by October 3, 2022.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Introduce and hold first reading of an ordinance to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as "designated employees"; determine that, for the purposes of the City of Pacific Grove's (City) Conflict Code, the City is the "agency;" approve the updated Conflict Code; and direct that a summary of a proposed ordinance be published as approved by the City Attorney.

DISCUSSION

The Political Reform Act of 1974 (Act) requires, among other things, that local governments adopt and maintain a Conflict of Interest Code, Gov. Code §87300. Agencies must designate all positions that make or participate in the making of governmental decisions, and assign specific disclosure categories to each position. The Fair Political Practices Commission (FPPC or Commission), created under the Act, assists state and local agencies in developing and enforcing conflict-of-interest codes. On December 20, 2006, by Resolution No. 06-032, the City Council adopted a Conflict of Interest Code.

The Act requires every agency that has adopted a Conflict Code to review its Code on at least a biennial basis (to be conducted each even numbered year) to ensure the Code reflects the organization's current staffing, and submit an amended Code, if necessary. *Id.*, § 87306.5. The Conflict Code was last amended in 2020. A review of the City's Conflicts Code revealed revisions are required due to the addition of positions not previously listed, and the deletion of positions that have been eliminated. The exhibits attached to the proposed Ordinance included with this report reflect these changes.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact for this amendment.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Draft Ordinance

Notice

ORDINANCE NO. 22-XXX

AN ORDINANCE OF THE CITY OF PACIFIC GROVE TO AMEND AND CODIFY THE CITY'S CONFLICT-OF-INTEREST CODE

WHEREAS, the City Council of the City of Pacific Grove (City) desires that elected and appointed officials be prohibited from making, participating in the making, or attempting to use their official positions to influence a governmental decision in which they know or have reason to know they have a financial interest; and

WHEREAS, the Political Reform Act (Act), set forth at Government Code section 81000 et seq, requires state and local government agencies to adopt and promulgate a Conflict of Interest Code (Conflict Code); and

WHEREAS, on December 20, 2006, the City Council adopted a Conflict Code; and

WHEREAS, the Act directs every local agency that has adopted a Conflict Code to review its Code on at least a biennial basis (to be conducted each even numbered year) to ensure the Code reflects the organization's current staffing, and submit an amended Code, if necessary; and

WHEREAS, the Council last amended the Conflict Code on September 2, 2020, by Ordinance No. 20-020; and

WHEREAS, upon biennial review by the City Attorney's office, it was determined that an amendment to the Conflict Code was required to reflect personnel changes that resulted in the creation of positions, and

WHEREAS, this Ordinance will supersede Ordinance No. 20-020, and will codify the current conflict-of-interest requirements, providing means to further promote disclosure of conflicts and set forth disqualification procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The text set forth in existing Section 2.40.030 of the Pacific Grove Municipal Code, entitled "Disclosure Categories," shall be changed by the deletion of all text shown in ~~strikeout text~~ and the addition of all text shown in bold, italic, underscored text (***bold, italic, underscored text***), as follows:

2.40.030 Disclosure Categories

Designated officials are assigned to specific categories of financial disclosure.

(a) Designated Positions and Disclosure Categories.

(1) Category 1.

(A) Mayor;

(B) Councilmembers;

(C) City manager;

(D) City attorney;

(E) City clerk;

(F) City clerk/DEI coordinator;

(GF) Assistant city attorney;

(HG) Administrative services director

(I) Administrative services director / Assistant city manager;

(JH) Public works director;

(K) Public works director / Deputy city manager;

(LH) Police chief;

~~(J) Community and economic development director;~~

(MK) Library director;

(NL) Community development director;

(QM) Human resources director;

(PN) Members of the planning commission;

(QΘ) Members of the architectural review board;

(RP) Members of the historic resources commission;

(SQ) Members of the economic development commission;

(TR) Consultant/new position.

(2) Category 2.

- (A) Administrative services manager;
- (B) Program manager;
- (C) Program manager, senior;
- (D) Police commander;
- (E) Environmental programs manager;
- (F) Public works superintendent;
- (G) Planner, senior;
- (H) Police administrative services manager;

(I) Police administrative services manager/Public information officer

- (~~J~~) Police records supervisor;
- (~~K~~) Human resources manager;
- (~~L~~) Management analyst;
- (~~M~~) Code compliance officer;
- (~~N~~) Senior librarian;
- (~~O~~) Construction project manager;
- (~~P~~) Members of the recreation board.

(b) Disclosure Categories.

(1) Category 1 must report all interests in real property investments, business positions and sources of income, including gifts, loans, and travel payments from any source located in, doing business in, or planning to do business within the jurisdiction of the city; and

(2) Category 2 must report all investments, business positions and sources of income, including gifts, loans, and travel payments from any source located in, doing business in, or planning to do business within the jurisdiction of the city.

(c) All other city employees and members of commissions, boards, committees or city-appointees to other local agency bodies with significant decision-making authority, even

if not listed in subsection (a) of this section, are also subject to disclosure requirements as their interests, holdings or sources of income relate to any decision that official makes. Each employee and member of commissions, boards, or committees must adhere to ethical principles at the time that a decision is made. [Ord. 20-020 § 2, 2020].

SECTION 3. Nos. 08-028, 13-010, 16-013, 18-011, 20-020, and all other actions in conflict with this Ordinance are hereby rescinded.

SECTION 4. If any provision, section, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective on the thirtieth day following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS 7th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED:_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney

2022 Local Agency Biennial Notice

Name of Agency: City of Pacific Grove
Mailing Address: 300 Forest Avenue
Contact Person: Sandra Kandell Phone No. 831-648-3181
Email: skandell@cityofpacificgrove.org Alternate Email: cityclerk@cityofpacificgrove.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

FPPC Advice: www.fppc.ca.gov (866.275.3772)
advice@fppc.ca.gov
Page 1 of 1



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, Community Development Director
MEETING DATE: August 17, 2022
SUBJECT: Focused General Plan Update
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive a report on actions to prepare a focused General Plan update;
2. Direct City staff to initiate a focused General Plan update to the Land Use, Safety, and Transportation Elements of the City's General Plan to meet the minimum requirements triggered by the 2023-2031 Housing Element Update; and
3. Authorize staff to issue a Request for Proposals for professional services to prepare a focused General Plan update, Zoning Code and Map(s) update, objective design and development standards, and associated environmental review and document preparation.

DISCUSSION

The following provides an overview of housing- and land use-related work efforts either in progress or proposed in response to the Regional Housing Needs Allocation (RHNA) requirements.

Housing Element Update - 6th Cycle (2023-2031)

The Housing Element Update is in progress, and needs to be adopted by the City Council and submitted to State of California Housing & Community Development agency (HCD) by December 2023 along with the associated environmental review document. Jurisdictions that fail to adopt and have a certified Housing Element may face penalties, including loss of permitting authority, financial penalties, court receivership, legal suits and attorney fees, and streamlined ministerial approval process. Major components of the Housing Element include community outreach, identification of future housing sites, identifying necessary rezoning to accommodate housing, and completing an Initial Study/Mitigated Negative Declaration (IS/MND) or a higher level of environmental review if necessary. On April 15, 2022, City staff issued a Request for Proposals for Professional Services to conduct environmental review for the 6th Cycle Housing Element. The consultant will determine whether an IS/MND or Environmental Impact Report (EIR) will be required for the Housing Element update. City staff will bring the proposed consultant contract before the City Council in September 2022.

Updates to the Housing Element occur every 8 years and do not typically trigger amendments to the General Plan. However, the large RHNA numbers for this update cycle will trigger the requirement for major amendments to the General Plan, specifically to the Land Use, Safety, and Transportation Elements. There will also be associated amendments to the zoning code and map(s). Environmental

review for the focused General Plan update will likely be in the form of an EIR. The process to update the Housing Element and the other elements of the General Plan may occur consecutively or concurrently; however, the City needs to initiate the process to update the General Plan in response to the RHNA requirements and associated Housing Element update. This process will require the commitment of funding and planning staff to monitor the consultant contract(s), manage community outreach and review draft updates in coordination with the consultant, and prepare reports for consideration by the City. On May 19, 2022, in support of this process and effort, the Planning Commission recommended the initiation of a focused General Plan update.

General Plan Update

The focused General Plan update would include a robust public engagement program to engage all sectors of the City's population in this planning effort and that identifies the community values and translates those values into a community vision out to the year 2045. The General Plan update would also address what land use opportunities should be explored based on requests received from property owners, compatibility, and strategic locations that will promote revenue development and enhancement. The update would also address how current and future technological breakthroughs, such as telecommuting, video conferencing, driverless cars, same-day retail delivery, etc. might affect the livability of the Pacific Grove community and how infrastructure, parking lots, and community access might be affected. Due to the nature of Pacific Grove's historic development pattern, there are limitations in circulation and connectivity. In addition, the update will need to address all State directives including legislation adopted pertaining to General Plans since 1994, including but not limited to Climate Change and Environmental Justice.

Rezoning and Ballot Items on Voter Restrictions

Decisions that will come before the City will include proposed changes to zoning district standards and boundaries and potential affordable housing overlays. Depending on the certification of the Housing Element by HCD, the City will be required to rezone either within one-year or three years. Due to the fact that Pacific Grove is largely built out, adding more housing is prohibitive without increasing land use density, especially within existing residential districts. An option to address this is to allow housing in zoning districts where it is currently prohibited; in particular the "U" unclassified and "O" open space districts. To allow housing in these districts, a voter initiative would be required. Should the City wish to pursue this option, it would be ideal to time the ballot initiative during the timeframe that the Housing Element update is taking place, allowing for relevant sites to be included within the Housing Element inventory.

Objective Design and Development Standards (ODDS)

ODDS will assist the City to support the goal of increasing housing development and provide a streamlined review process for qualifying developments consistent with state law requiring ministerial review of such projects. Currently, the City uses both subjective and objective standards to review and approve (or deny) residential development. This can create an obstacle to new housing development as review processes may be lengthy and people involved interpret and apply standards differently. This also makes it challenging for applicants considering potential development to accurately evaluate development feasibility and design proposals to meet expectations.

Ordinance Updates

Other considerations would be an ordinance to preclude multifamily residential conversions to single-family, and an SB9 Implementing Ordinance, and an update to the Density Bonus Ordinance.

Local Coastal Program (LCP) Amendment

The scope of the proposed updates to General Plan elements may also trigger the requirement to amend the LCP.

OPTIONS

The City Council may determine that the recommended elements of the General Plan not be updated, choose only the Land Use and Safety Elements to be updated, or provide staff with alternative direction.

FINANCIAL IMPACT:

The cost for a focused update to the City's General Plan Elements, including zoning code and map(s), objective design and development standards, and associated environmental review and document preparation will be significant and require the identification and allocation of funds. If the City is to move forward, additional planning staff and funding will be necessary for the update and outreach efforts.

The Fiscal Year 2022-2023 Adopted Budget allocated \$100,000 in funding for the focused update to the General Plan Elements. Additional funding will be necessary in subsequent years dependent on costs identified if City Council elects to move forward with an RFP.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Request for Proposal



**REQUEST FOR PROPOSAL (RFP) FOR
PROFESSIONAL SERVICES
to**

**PREPARE A FOCUSED GENERAL PLAN
UPDATE, ZONING CODE & MAP(S)
UPDATE, OBJECTIVE DESIGN &
DEVELOPMENT STANDARDS (ODDS), AND
CONDUCT ASSOCIATED ENVIRONMENTAL
REVIEW & CEQA DOCUMENT
PREPARATION**

for the

CITY OF PACIFIC GROVE

RFP Issued	Month, Day, 2022
Pre-Bid Conference Call & Question Submittal	Day, Month numerical date at time
Posting of Answers from Pre-Bid Conference	Day, Month numerical date at time
Final Submittal	Month, day at time
Consultant Interviews (if needed)	Month, day, time TBD
City Council Authorization of Contract	Month, Year
Contract Execution/Kick-Off Meeting	Month, Day, Year

CONTACT: Anastacia Wyatt, Community Development Director
awyatt@cityofpacificgrove.org
(831) 648-3182

PROPOSALS: Please see Section IV for the proposal submission and format requirements.
Proposals can be submitted via mail to:

Anastacia Wyatt
Community Development Director
City of Pacific Grove
300 Forest Ave., Pacific Grove, CA 93950

I. OVERVIEW

The City of Pacific Grove invites proposals from qualified firms to prepare a focused update to the City's 1994 General Plan, including the Land Use, Safety, and Transportation Elements, accompanying zoning ordinance and maps, objective design and development standards, and related environmental review in conformance with the California Environmental Quality Act (CEQA) necessary for approval of the General Plan. The Proposer's team for this project should be multi-disciplinary and shall include expertise in all appropriate areas of General Plan and zoning ordinance development as outlined in the State of California [2017 General Plan Guidelines](#).

The City is undergoing a Housing Element Update with the required CEQA review to submit the Housing Element by December 2023 for the City's 6th Cycle Housing Element Update. Based on the Housing Element update and required zoning changes, modifications to accommodate the City's anticipated Regional Housing Needs Allocation (RHNA) would be included in this focused update. The environmental review will generally analyze the broad environmental effects of implementing the changes in the Focused General Plan Update, related amendments to other General Plan elements, and updates to implementing tools such as the Zoning Ordinance, ODDS, and Subdivision Ordinance.

II. INTRODUCTION

Located in Monterey County, on the Monterey Peninsula, the City is surrounded on the north and west by Monterey Bay and the Pacific Ocean, respectively, unincorporated Pebble Beach to the south, the Army Presidio of Monterey (POM) to the southeast, and the City of Monterey to the east. Since its founding in 1875 as a Methodist "Chautauqua" or Retreat, Pacific Grove's "landlocked" setting has influenced its development patterns and significantly affects its potential for new housing and employment today. The City encompasses approximately 3 square miles - much of it developed with mostly single-family residential homes, some multi-family development and 3 main commercial areas. Pacific Grove is regarded within the region as a desirable residential community and is currently comprised of historical buildings and architect-designed, well-maintained single-family, detached residences sited along tree-lined streets, most of which were constructed prior to 1960. The City's proximity to employment centers, coupled with its excellent schools, low crime rate, historic architecture, scenic coastline, and beautiful parks contribute to this image.

The City is almost entirely built-out. Approximately 45 percent of the land is developed with housing of all types and approximately 6.5 percent consists of schools and public facilities. Approximately 5 percent of the City is developed with commercial/light industrial uses and the remaining approximately 44 percent is public parks, beaches, open space, churches, public rights-of-way and miscellaneous uses. The largest employers are the Pacific Grove Unified School District, the City, and the California State Parks (Asilomar State Park and Conference Grounds).

A key issue in planning for and facilitating the level of growth called for in Pacific Grove's allocation based on the draft RHNA methodology is the continuing moratorium on new water connections for communities served by Cal-Am, including Pacific Grove. Water limitations

will need to be considered in the required analysis of constraints on development, with proposed actions for reducing or eliminating the constraints identified. This will be an important discussion in the focused update through the review process. However, the current moratorium will not be eliminated or directly addressed through the focused general plan update.

There are separate processes underway to develop viable strategies for addressing the Peninsula's water issues. Until those strategies are agreed upon and implemented, the City's General Plan will need to proceed with planning for and implementing zoning and development regulation changes necessary to accommodate changes to state law since 1994, as well as Pacific Grove's final RHNA of 1,125 units.

III. SCOPE OF SERVICES

The City is seeking a qualified firm (“Consultant”) that has extensive experience in preparing General Plans, a proven ability to assess a City’s current conditions, and knowledge of current State and federal regulations as it applies to the completion of General Plan updates and CEQA compliance. The precise scope of services in the Professional Services Agreement will be negotiated between the City and the successful proposing consultant. Rather than present in this RFP an all-inclusive scope of services for the consultant to perform, interested firms should develop their own specific scope of work, deliverables and schedule based on the information found in this request, and following the most up-to date industry practices. It is anticipated that this update will result in changes to the City’s Land Use Map, Zoning Map and Municipal Code. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making process. The Consultant should be knowledgeable and competent in the environmental analysis and CEQA compliance documents.

Please note that the format and number of documents listed as deliverables in your proposal may need to be modified pursuant to Executive Order N-80-20, signed on September 23, 2020, or any other Executive Order pertaining to certain requirements for filing, noticing, and posting of CEQA documents.

At a minimum, the scope of services will include completion of the CEQA compliance process and required documentation and noticing for the project, pursuant to §16053 of State CEQA Guidelines, which includes preparation of all required notices and environmental impact assessments, any necessary consultations with resource agencies, and identification of applicable permits and approvals required, if any, in concert with the preparation of updated Elements as required by the most recent Office of Planning and Research (OPR) General Plan Guidelines. The selected consultant will also be expected to attend at all CEQA and General Plan Update related meetings, including community

meetings and meetings of the Planning Commission and the City Council.

Preparation of the Focused General Plan Update

The focused General Plan update must include a robust public engagement program that engages all sectors of the City's population in this planning effort; a program that identifies the community values and translates those values into a community vision out to the year 2045. Include in the budget proposal how many meetings would be anticipated for public engagement and staffed by the Consultant engagement team. The General Plan update must also identify how the community's vision and values will be implemented through the General Plan update document. A General Plan Technical Advisory Group (GPTAG) is expected to be formed and utilized as the common thread throughout the update process.

The General Plan update must address what land use opportunities should be explored based on requests received from property owners, compatibility, and strategic locations that will promote revenue development and enhancement. The update should also address how current and future technological breakthroughs, such as telecommuting, video conferencing, driverless cars, same-day retail delivery, etc. might affect the livability of the Pacific Grove community and how infrastructure, parking lots, and community access might be affected. Due to the nature of Pacific Grove's historic development pattern, there are limitations in circulation and connectivity. In addition, the update will need to address all State directives including legislation adopted pertaining to General Plans since 1994, including but not limited to Climate Change and Environmental Justice.

Environmental Analysis

The Consultant shall be responsible for all CEQA work on the General Plan Update. Any resulting mitigation measures shall be accompanied by a mitigation monitoring program prepared by the Consultant. The Consultant shall prepare a comprehensive Environmental Impact Report (EIR) for the work contemplated in the RFP in accordance with the latest procedural and substantive requirements of CEQA. Timing for the preparation of the focused General Plan update and the EIR shall be overlapping so that the information collection can be used for both documents. This will ensure the preparation of both documents will be parallel and consistent.

The Consultant shall be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 18 Consultation, Notifications, Resolutions, Ordinances, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling and conducting a scoping meeting(s). The scoping meeting shall include either meeting individually with or soliciting comments from all responsible affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.

The Consultant will prepare technical support reports or appendices as required. This may include, but may not be limited to, traffic modeling, geotechnical, biological, air quality, noise, GHG emission reductions, and archeological reports. The City shall review and approve all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to allow for enactment of future development in the City.

Cumulative and growth inducing impacts shall also be included in specific sections of the document; the EIR shall consider full “build-out” of the General Plan. A technical appendix clearly identifying all supporting documents shall be part of the EIR.

A Mitigation Measures and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also identify the appropriate party responsible for implementation, monitoring, capital costs and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the General Plan goals.

Project Coordination Meetings and Project Management.

The Consultant shall provide effective project management throughout the entire update, including the environmental review and implementation processes, to ensure that a quality document is prepared on time and within the budget.

The Consultant shall be responsible for the following focused General Plan update management:

- Preparation and maintenance of a master project schedule based on anticipated project milestone schedules, and integrate all reviews, approvals or other actions required for the reviewing bodies and any other entities.
- Assistance with and/or presentation of all documents to the approval bodies, including the General Plan Technical Advisory Group (GPTAG), Planning Commission, the City Council, and the public through a series of meetings and hearings. The schedule for each phase of the General Plan update should also include intervals or key points when the GPTAG will be convened as well as when the Planning Commission and City Council will review work products.
- Assist in the organization and scheduling of, attend, and keep minutes and/or notes of all project-related meetings.
- Management and supervision of Consultant team; Consultant will review and make changes to any staff reports/ordinances/resolutions during the duration of the General Plan process.
- Delivery of all work products for public review in both paper and electronic formats.
- Provision and coordination with the City IT Department of a General Plan update dedicated website and resident social media campaign on City and other related community platforms.

Existing General Plan Audit

The City of Pacific Grove’s General Plan was last comprehensively updated in 1994. Since that time, the State has adopted several laws that affect content and process for general plans. The consultant will be expected to review the City’s current General Plan in light of applicable State legislation and prepare a memorandum identifying updates needed to bring the General Plan into conformance with current State law. The consultant will ensure that the City’s General Plan follows all current laws.

The City’s General Plan may need to be updated to incorporate the following laws adopted since 1994 to include but not limited to the following:

- Climate Change and Greenhouse Gas (GHG) Emissions (AB 32, 2006)
- Local Hazard Mitigation Plan Integration (GHG) Emissions (AB32, 2006)
- Flood Control (AB 162, 2007; SB 5, 2007; AB 70, 2007; AB 156, 2007)
- Sustainable Communities (SB 375, 2008; SB 575, 2009)

- Complete Streets Act (AB 1358, 2008)
- Fire Hazards (SB 1207, 2010; SB 1241, 2014)
- Disadvantaged Unincorporated Communities (SB 244, 2011; SB 1090, 2012)
- Expedited Infill Development (SB 226, 2011)
- Transportation Impacts (SB 743, 2013)
- Property and Business Improvement Districts and Infrastructure Financing Districts (SB 1462, 2014)
- Sustainable Groundwater Management Act (AB 1739, 2014)
- Tribal Cultural Resources (AB 52, 2014)
- Climate Change Adaptation (SB 379, 2015)
- 2030 GHG Emissions Target (SB 32, 2016)
- Planning for Healthy Communities Act (SB 1000, 2016)
- Hazard Mitigation Planning and Safety Element (AB 747, 2019; SB 99, 2019)
- Climate Pollution Reduction in Low-Income Homes Initiative (SB 1035, 2018)
- Active Transportation Requirements for Circulation Plans (if adopted – SB 932, 2022)

Work Plan

The Consultant is to provide a detailed Project Schedule/Work Plan which includes a list of required key tasks, activities, durations and milestones to complete the focused General Plan update and CEQA documentation. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. City staff will discuss the Work Plan with the selected Consultant prior to execution of a contract for the project.

Deliverables

As part of the City of Pacific Grove's commitment to a paperless organization, all deliverables to be used for internal staff distribution shall be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the Consultant and City. Paper copies shall only be used when required for outside agencies or for the availability of the general public as required. The electronic format should be easily viewed on a desktop or smartphone with no compatibility issues. The City desires an electronic version of the General Plan to be an active one for the user. The user should be able to click on items in the table of contents, maps and other important information in the General Plan and be automatically directed to the page. The City desires the consultant to utilize a program compatible with City programs to format and present the General Plan. A separate PDF version of the General Plan will also be expected from the consultant.

1. Maps and graphics for all community and public hearing meetings.
2. Existing Conditions Report containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan. The report should also contain preliminary policy and land use recommendations and implementation measures.
3. Based on the Existing Conditions Report, prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis
4. Administrative Draft General Plan

5. Draft General Plan Update
6. Administrative Final General Plan Update
7. Final General Plan Update
8. Administrative Draft EIR
9. Draft EIR
10. Administrative Final EIR
11. Final EIR
12. Facts and Findings and Statement of Overriding Considerations (if applicable)
13. Mitigation and Monitoring Program
14. Zoning Code and Map Update
15. The Administrative Record in both hard copy and digital formats
16. GIS shapefiles (.shp) shall be provided to the City within 45 days of completion of the project. The Budget shall reflect the integration of consultant's .shp with the City's system.

MEETING SCHEDULE AND COMMUNICATION

The Consultant will keep the City staff fully apprised of the status for the project by providing timely meetings and other forms of communication.

- Consultant will designate a Project Manager who will be the point-of-contact for the City. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan update. Communication with City staff is essential. It is anticipated that these meetings will be comprised of the Lead Consultant, and team members if appropriate, as well as City staff. These bi-monthly meetings will be held via Zoom or other comparable virtual meeting program.
- It is also anticipated that the use of conference calls will be necessary at various times throughout the process. The number of these meetings is indeterminate and are not in lieu of the bi-monthly meetings.
- A minimum of ten (10) Planning Commission meetings and five (5) City Council meetings should be included in the Proposed Budget. Please note that at the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute as one (1) meeting. Please list the cost for each individual Planning Commission and City Council meeting as a separate cost item and include these meetings in the Work Plan and Budget, with a distinction between live and virtual meetings as an option.
- Prepare informative PowerPoint presentations for staff to reference at meetings where the Consultant is not present.

BUDGET PROPOSAL

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. The City desires the Consultant to use available data sources and technical tools provided by local, regional and state government entities in order to minimize costs associated with new data collection efforts. Consultant shall list the available data sources that are proposed to be used.

Proposals should include, at minimum, the costs for the completion of each major task in the work

program. Each task should clearly identify the Consultant team member who will be primarily responsible for completing the task. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals involved, number of hours for each component, task or product, and the fee structure for additional work outside of the contract and optional items. Prices shall represent the cost of finished products and cost estimates shall identify expenditures for graphics, base maps, public meetings and hearing participation, printing, legal notices, postage, mailing, advertising, travel, and other incidental and administrative costs.

A separate price quote shall be provided for Environmental Review and CEQA compliance work.

NOTE: At the City's discretion, City reserves the right to award separate contracts to differing consultants for the CEQA and the General Plan/Public Participation work. The Consultant's budget should take this into consideration and state if there will be an impact on the work schedule or budget should the Consultant not be awarded a contract for both the General Plan Update and CEQA work. This statement should appear in the Consultant proposal cover letter.

IV. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify the Community Development Director, Anastacia Wyatt, by email at awyatt@cityofpacificgrove.org so you may be added to the notification list for addenda. Failure to notify could result in missing important and required information and could result in disqualification.

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Proposals must be provided electronically (pdf format). *PAPER SUBMISSIONS ARE NOT REQUIRED*. Pages should be formatted to 8½” x 11” size with font no less than 12 point. All pages shall be numbered. Drawings and tables provided with the submittal shall not exceed 11” x 17.”

To be considered for selection, submittals must arrive by the date and time specified in Section VI. Email or otherwise submit proposals to: awyatt@cityofpacificgrove.org

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered.

Content

The successful proposal will describe the approach, the process and costs to prepare and conduct the deliverables outlined in Section III Scope of Services. The content of your proposal should include the following in summary form:

- Part 1: Cover Letter
- Part 2: Project Approach, Scope of Work and Deliverables
- Part 3: Consultant Identification and Team
- Part 4: Related Project Examples and References
- Part 5: Fee Proposal and Billing Rate Sheet

Part 1 | Cover Letter

In no more than three (3) pages, the Cover Letter shall include:

1. The names of the key members of the consultant team;
2. The mailing address, telephone number, email address and the name of the main point of contact for the consultant team;
3. A summary of the consultant’s experience and qualifications and the significant advantages to selecting the consultant; and
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

Part 2 | Project Approach, Scope of Work, Timeline and Deliverables

Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work noting applicable deliverables as noted in this RFP. Outline the consultant's proposed approach to the services contemplated, including a general timeline demonstrating successful completion of the services.

Part 3 | Consultant Identification and Team

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, qualifications and relevant experience. Include a resume of each key staff member identified. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

Part 4 | Related Project Examples and References

Provide recent (within the past 10 years) examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Discuss whether the CEQA documentation was completed on time and within budget. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and email address and telephone number of the client contact.

Part 5 | Fee Proposal and Billing Rate Sheet

Provide an estimated cost to complete the project and itemized billing rate schedule that identifies hourly rates for each proposed staff members and expenses. Include any proposed cost-plus charges on sub-consultant work, if any.

V. SELECTION PROCESS

The City will evaluate proposals based on the following criteria:

- Clarity and conformance of proposal to RFP;
- Content of the proposal, including project approach;
- Consultant's experience and performance;
- Key Team members' experience and performance;
- Cost proposal; and

- Comments from references.

The selected consultant will be asked to enter into a Consultant Services Agreement with the City of Pacific Grove and comply with the insurance requirements set forth therein. The City's Community Development Department will supervise the project and coordinate the work.

The Consultant will be selected based on demonstrated competence and professional qualifications. Negotiations shall begin with the most qualified consultant.

Should negotiations not result in a price the City considers to be fair and reasonable, negotiations shall be formally terminated and the City shall then undertake negotiations with the second most qualified consultant. If the negotiation with the second most qualified firm is not successful, negotiation shall be formally terminated and the City shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the City.

VI. TENTATIVE RFP SCHEDULE

The City reserves the right to add, remove or combine steps in the schedule, and/or compress or extend the schedule as the City, in its sole discretion, sees fit. The tentative schedule for the subject RFP process is as follows. In the event of a change of this schedule, the City will notify responders via email.

RFP Issued	Month, Day, 2022
Pre-Bid Conference Call & Question Submittal	Day, Month numerical date at time
Posting of Answers from Pre-Bid Conference	Day, Month numerical date at time
Final Submittal	Month, day at time
Consultant Interviews (if needed)	Month, day, time TBD
City Council Authorization of Contract	Month, Year
Contract Execution/Kick-Off Meeting	Month, Day, Year

The schedule may be modified and/or extended upon the City's discretion.

VII. PROPOSAL TERMS AND CONDITIONS

1. Examination of Proposal Materials

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be

uploaded to the City website. The City of Pacific Grove is not bound by any oral representations, clarifications or changes made in the RFP by the City or its agents, unless such clarification or change is provided in written addendum from the City of Pacific Grove.

3. Designated Contact

For the purposes of this RFP, the Director of the Community Development Dept. (CDD) is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Anastacia Wyatt at awyatt@cityofpacificgrove.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by (date TBD), 2022 by 10 a.m.

Responses to questions will be posted on the City's website, https://www.cityofpacificgrove.org/our_city/departments/community_development/ and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. Public Records

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. Proposal Costs

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. Reservation of Rights

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. Product Ownership

Any documents resulting from the contract will be the property of the City of Pacific Grove, CA.

8. Consultant Services Agreement

All Proposers must identify in their proposal any terms and conditions of the sample Consultant Services Agreement (Attachment 1) that they wish to negotiate. Insurance is required as outlined in Section 9 of the sample agreement. The City reserves the right to negotiate the terms and specifications of the Consultant Services Agreement and to vary from the sample Consultant Services Agreement attached.

9. Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;

- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

ATTACHMENTS

1. Consultant Services Agreement Sample

ATTACHMENT 1

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(OVER \$40,000)¹

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 _____, (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: _____.

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 \$ _____.¹

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____ 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/payment provisions, etc.]*

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.**

¹ Approved by the Pacific Grove City Council on _____.

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 not receive reimbursement for travel.

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. Architects, Engineers Per Civil Code 2782.8 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 indemnify, 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/Completed Operations, with 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 policies 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:
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	
Address	Address
(831) 648-	
Phone	Phone

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.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
City Mayor

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

²

Approved as to Fiscal Provisions

By: _____
Finance

Date: _____

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Name and Title

Date: _____

City Agreement Number: _____.

² Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

*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.

SAMPLE



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Luke Coletti, Councilmember
MEETING DATE: August 17, 2022
SUBJECT: Roadwork Restrictions During Harbor Seal Pupping Season
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Direct the City Attorney to return with a draft ordinance to implement roadwork restrictions during harbor seal pupping season.

DISCUSSION

Background:

At its [March 2, 2022](#) meeting, the City Council authorized an agreement with Monterey Peninsula Engineering for the FY21/22 [Street Rehabilitation Project](#) on Ocean View Blvd. This project also involved coordinating with Cal-Am for the replacement of water mains along segments of Ocean View Blvd prior to the pavement improvements. Cal-Am construction work began in mid-February.

Citing PGMC Section 23.90.040, City staff issued a Coastal Development Permit (CDP) exemption for this project (Attachment #1). The CDP exemption allowed roadwork to take place next to the largest harbor seal rookery on Monterey Bay during the annual pupping season, even though harbor seal rookery areas are explicitly defined as an environmentally sensitive habitat area (ESHA). The CDP exemption appears to have been issued without considering the obvious adverse impacts on the harbor seal colony during this critical time (see **highlighted areas** below).

23.90.040 CDP exemptions.

(c)(3) Those activities specifically described as exempt from CDP requirements in the document entitled Repair, Maintenance and Utility Hookups, adopted by the Coastal Commission on September 5, 1978, **unless a proposed activity will have a risk of substantial adverse impact on public access, environmentally sensitive habitat areas, wetlands, or public views to the ocean, in which case the 1978 document exemptions do not apply.**

LCP Policy BIO-1

Environmentally Sensitive Habitat Areas, or “ESHAs,” are defined as any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human

activities and developments. In Pacific Grove these areas include, but are not limited to, dune, wetland, streams, coastal bluff, sandy and rocky beaches, intertidal and subtidal zones, tide pools, kelp forests, offshore reefs, rocks, and islets, and **rookery areas.**

It has also been noted that the intent of LCP Policy BIO-11 was not properly considered.

LCP Policy BIO-11

The City will implement seal pupping protection measures, including installation of split-rail fencing, installation of temporary “no climb” wood lattice fencing or other alternative that provides visual access, and educational signage if found necessary to prevent harm or harassment of harbor seals during the spring pupping season generally February through May, at various locations along the Pacific Grove shoreline east of Berwick Park and immediately adjacent to the Pacific Grove Recreation Trail. Impacts to public access from such measures shall be minimized. In addition, the City may use trained volunteer docents, including National Oceanic and Atmospheric Administration trained Bay Net volunteer docents when available, to educate and engage the public on the activities of the seals, and to monitor and document all activities in the vicinity of the program, including any unauthorized human interruptions.

And, most importantly, the CDP exemption ignored the fact that [harbor seals](#) are protected under the United States [Marine Mammal Protection Act](#).

Trucks and road construction equipment arrived and started work on February 14th, sawing through the pavement at 2nd Street, about 425 feet from the main pupping beach at Hopkins Marine Station. City officials were eventually contacted by the Resource Protection Coordinator for NOAA’s Monterey Bay National Marine Sanctuary. NOAA staff continued to intervene until the roadwork finally stopped on April 11th and didn’t resume until the pupping season was over.

Tragically, during the 8 weeks of roadwork construction (Attachment #2), Bay Net docents witnessed the following:

“25 successful births on Pacific Grove beaches and a heart-breaking 23 failures that didn’t have to happen. In addition to the 23 deaths, we documented a reduced number of seals on the beaches this year for the thousands of people who were looking for them. While the numbers varied constantly, there were generally at least 20% fewer seals on the beaches this year than on the same days last year. Calculating daily averages, there was an average of 51 harbor seals on the beaches during the 8 weeks of road work, compared to 64 during the same time last year.”

Past Environmental Stewardship:

Pacific Grove has a unique history of preserving and protecting wildlife and natural habitat:

- By 1927 Pacific Grove had acquired nearly all waterfront land to keep it from being developed. The final parcel (Lovers Point) was acquired in 1934.
- In 1931 the State of California granted Pacific Grove title to its waterfront (submerged lands) to a depth of 60 feet, with the state ceding its title to the same area.
- In 1932 the City Council adopted Ordinance 284 establishing the area as a “Refuge and Marine Gardens.” This ordinance is still in effect – PGMC [Chapter 14.04](#).
- In 1974 this area was designated an [Area of Special Biological Significance](#) by the State Water Resources Control Board.

- In 2013 Council adopted Ordinance 13-018 (Attachment #3), which amended PGMC [Chapter 14.04](#) to include harbor seal protections.

This proposed Ordinance for implementing Roadwork Restrictions During Harbor Seal Pupping Season could be modeled after PGMC 14.04.070. i.e., all roadwork construction during harbor seal pupping season will need to be coordinated with local NOAA offices.

14.04.070 Coordination with state and federal agencies during the harbor seal pupping season

Prior to and during the harbor seal pupping season, the city will coordinate with local NOAA offices and initiate reporting activities and reporting to National Marine Fisheries Service (NMFS) to ensure collaboration in executing procedures at Lovers Point Beach and a protection plan at all other city beaches. [Ord. 13-018 § 3, 2013].

As a general note, the City's [Sound Amplification Permit Application Form](#) provides the following:

NO Sound Permits will be issued for Berwick Park or the Cypress Cove area of Berwick Park during the Harbor Seal Pupping season.

Finally, this City Council has adopted the following goal:

[“Environmental Stewardship”](#): Adopt and develop policies and ordinances that preserve and protect the environment”

GOAL ALIGNMENT

1. Environmental Stewardship
2. City Asset Stewardship

OPTIONS

1. Provide other direction.
2. Take no action.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: See Goal Alignment within Discussion section.

Attachments

CDP Dated 120121

Photo

Ord 13-018



**COASTAL DEVELOPMENT PERMIT EXEMPTION
(NO PERMIT REQUIRED)
Public Works Projects Specifically Described in the 1978 Repair,
Maintenance, and Utility Hookups Exemption**

Date: December 7, 2021

Exemption Reference Number: 23.90.040.C.3

☐ Appealable
☐ Non-Appealable

Applicant Name: City of Pacific Grove

Project Location: Within the Ocean View Blvd (OVB) ROW from 2nd St to Carmel and 17th St to Sea Palm Ave.

Project Description: Street rehab, sewer, and storm water work. All staging to occur within ROW.

Pursuant to PGMC Section 23.90.040 (CDP Exemptions), the proposed development is without risk of adverse environmental effect on coastal resources, including public access, and therefore does not require a Coastal Development Permit (CDP) for the reason(s) checked below:

- | |
|--|
| <p>☒ C. Repair or maintenance activities that do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities. This exemption does not include:</p> <p>3. Those activities specifically described as exempt from CDP requirements in the document entitled Repair, Maintenance and Utility Hookups, adopted by the Coastal Commission on September 5, 1978 unless a proposed activity will have a risk of substantial adverse impact on public access, environmentally sensitive habitat areas, wetlands, or public views to the ocean, in which case the 1978 document exemptions do not apply.</p> |
|--|

Please be advised that only the project described above is exempt from the permit requirements of the certified Local Coastal Program for Pacific Grove. Any change in the project may cause it to lose its exempt status. This certification is based on information provided by the project applicant. If any of the submitted information is found to be incorrect or incomplete, this exemption will become invalid, and any development occurring at that time must cease until a Coastal Development Permit or waiver is obtained.

Community Development Department
City of Pacific Grove
(831) 648-3183



ORDINANCE NO. 13 -018
AN ORDINANCE OF THE CITY OF PACIFIC GROVE
AMENDING PACIFIC GROVE MUNICIPAL CODE
CHAPTER 14.04 – MARINE REFUGE TO ADD SECTIONS 14.04.040-14.04.080
RELATING TO PROTECTION OF PUBLIC BEACHES AND HARBOR SEALS
DURING THE PUPPING SEASON

WHEREAS, harbor seals now crowd the west beach of Hopkins Marine Station. In the last several years, seals have migrated westward due to crowding. The next substantial beach to the west is Lovers Point Beach, a popular human destination for thousands who sunbathe, swim, surf, scuba dive, and kayak; and

WHEREAS, Pacific harbor seals are protected by federal law, as are all marine mammals; and

WHEREAS, the shoreline of Pacific Grove is a protected national marine sanctuary; and

WHEREAS, in general, the protections of seals prohibit any actions that harass the animals with the effect of causing the seals to change their behavior or causing injury to the seals; and

WHEREAS, nevertheless, there is an exception to this restriction. State and local officials may take action to protect either the seals or public health and welfare. The local officials include city employees and may include designated volunteers who receive training approved by NOAA; and

WHEREAS, it is the policy of the City of Pacific Grove to protect harbor seal mothers and pups if birthing occurs on any Pacific Grove beach, and to deter year-around colonization from occurring at Lovers Point Beach; and

WHEREAS, if pups are delivered on any city beach, any action to drive away adult seals could and would most likely result in abandonment of pups. The pups would starve without the mothers' care; and

WHEREAS, if a city employee should take action that influences the behavior of a seal, the action must be performed in a humane manner and it must allow the seal to flee and/or relocate. Further, a report must be filed with NOAA/National Marine Fisheries Service describing each action and result; and

WHEREAS, the strong recommendation by NOAA law enforcement and the representative of the National Marine Fisheries Service is that the City of Pacific Grove try to prevent the establishment of weaned and adult seals on Lovers Point; and

WHEREAS, on September 24, 2013, the Beautification and Natural Resources Committee reviewed a draft ordinance, received public comment, provided input and made a unanimous recommendation to the City Council to adopt the draft; and

WHEREAS, notice of the City Council public hearing on the second reading of the draft ordinance was published in the Monterey County Herald on October 28, 2013; and

WHEREAS, this ordinance amends Municipal Code Chapter 14.04 – Marine Refuge; and

WHEREAS, 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.; and

WHEREAS, in the course of the review of the draft Ordinance, the amendments proposed by this ordinance do not result in any new significant impacts to the environment because they are either more protective or procedural in nature; and

WHEREAS, the City filed a Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Class 7, Actions by Regulatory Agencies for Protection of Natural Resources, and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.

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

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 3. Pacific Grove Municipal Code Chapter 14.04 shall be amended by the addition of all text shown in bold, italic text (***bold, italic text***), as set forth below. Historical notes, set forth in brackets (e.g., [Ord. 210 N.S. § 5-401(1), 1952]), however are inserted for reference purposes only, and shall not be construed as part of the code measure enacted by this ordinance.

Sections:

- 14.04.010 Established.
- 14.04.020 Unlawful acts.
- 14.04.030 Removal of certain material permitted.

14.04.040 Protection of Harbor Seals During The Pupping Season.

14.04.050 Protection Activities and Beach Closures during the Harbor Seal Pupping Season.

14.04.060 Protection of Lovers Point Beach From Adult and/or Weaned Harbor Seals.

14.04.070 Coordination with State and Federal Agencies during the Harbor Seal Pupping Season.

14.04.080 Unlawful Acts during the Harbor Seal Pupping Season.

14.04.010 Established.

All the waterfront of the city, together with those certain submerged lands in the Bay of Monterey contiguous thereto, as set forth and particularly described in that certain act of the Legislature of the State of California entitled, "An act granting to the City of Pacific Grove the title to the waterfront of said City together with certain submerged lands in the Bay of Monterey contiguous thereto," approved by the Governor June 9, 1931, are hereby established as a refuge for the protection of certain kinds of marine life hereinafter mentioned and as a marine garden of the city and reference is hereby made to said act of the Legislature for a particular description of said waterfront and said submerged lands. [Ord. 210 N.S. § 5-401(1), 1952].

14.04.020 Unlawful acts.

Anyone taking specimens of marine plant life, or who willfully disturbs, injures or destroys marine animal habitats or who removes sand, gravel, or rocks therefrom shall be guilty of a misdemeanor, and may be prosecuted pursuant to Chapter 1.16 PGMC. [Ord. 08-006 § 47, 2008; Ord. 1004 N.S. § 1, 1978; Ord. 210 N.S. § 5-401(2), 1952].

14.04.030 Removal of certain material permitted.

Notwithstanding the provisions of PGMC 14.04.020, nonliving animals or portions thereof, detached plants, pebbles, flotsam and jetsam may be removed for noncommercial purposes and reduced to possession, but the quantity of nonliving animals and pebbles that may be taken shall not exceed the possession of one handful. The marine refuge shall not be subject to habitat destruction by the relocation and repositioning of large rocks. The city manager or his or her delegated authority may issue permits for scientific collecting of specific organisms or objects in specific quantities within the marine preserve of the city of Pacific Grove. [Ord. 349 N.S., 1960; Ord. 210 N.S. § 5-401(3)].

14.04.040 Protection of Harbor Seals during the Pupping Season.

It is the policy of the City of Pacific Grove to protect harbor seal mothers and pups if birthing occurs on any Pacific Grove beach, and to deter long-term habitation at Lovers Point Beach. No action will be taken for sporadic seal presence at other beaches outside of the pupping season.

14.04.050 Protection Activities and Beach Closures during the Harbor Seal Pupping Season.
If harbor seal pups are delivered on any beach in the city, the city will temporarily close the beach to public uses and provide temporary fencing and signage to protect the seals and their pups for the pupping season through weaning. Protection of seals with pups will include:

- a) Placing temporary fencing off the beach or a barrier at least 50 feet from the location of the pup, using materials such as a mesh fencing;*
- b) Posting No Trespassing signs;*

- c) *Enlisting assistance from Federal/NOAA enforcement where they have jurisdiction at low tide and where necessary;*
- d) *Coordinating with volunteer docent programs on public outreach to explain the pupping viewing sites and the nature of the mothers and their pups;*
- e) *Should Lovers Point Beach become a pupping site, the City in consultation with NOAA and NMFS officials, may encourage the seals to move off the beach after the pup has been weaned, or at a point where it will not harm the mother or pup, so that the mother seals and their new offspring do not become habituated to the beach. Methods that may be used are described in Section 14.04.060. NOAA's Office of Law Enforcement and the NMFS will provide guidance to the City for when it is appropriate to begin these activities.*

14.04.060 Protection of Lovers Point Beach from Adult and or Weaned Harbor Seals.
In the event of juvenile or adult haul outs at Lovers Point Beach, City staff, and other State and Federal agencies with jurisdiction, may take direct action to encourage the seals to move off the beach. The City will coordinate with interested agencies and organizations as to the plan and actions that will be taken.

Actions that may be taken to encourage harbor seals to move from Lovers Point Beach include, but are not limited to:

- a) *Human presence;*
- b) *Acoustic devices and/or noise makers that dispense noise periodically;*
- c) *Sonic Repellents;*
- d) *Visual deterrents such as scarecrows or false predators; or*
- e) *Techniques acceptable by National Oceanic and Atmospheric Administration (NOAA) and/or recommended in the Federal Marine Mammals Protection Act.*

Actions that are discouraged to deter harbor seals at Lovers Point Beach are:

- a) *Barriers to deter harbor seals the beach, unless pupping has occurred;*
- b) *Excessive or continuous noises; and*
- c) *Direct physical contact with the seals.*

14.04.070 Coordination with State and Federal Agencies during the Harbor Seal Pupping Season.
Prior to and during the Harbor Seal pupping season, the City will coordinate with local NOAA offices and initiate reporting activities and reporting to National Marine Fisheries Service (NMFS) to ensure collaboration in executing procedures at Lovers Point Beach and a protection plan at all other City beaches.

14.04.080 Unlawful Acts during the Harbor Seal Pupping Season.
Anyone who interferes with activities taken in accord with this Chapter to protect harbor seals during the pupping season, or to encourage seals to move off the beach, including but not limited to trespassing, protective fencing, removing signage, or other acts that may be detrimental to the seals and their pups shall be guilty of a misdemeanor, and may be prosecuted pursuant to Chapter 1.16 PGMC.

SECTION 4. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
this 6th day of November, 2013, by the following vote:

AYES: Mayor Kampe & Councilmembers Cohen, Cuneo, Fischer, Huitt, & Miller

NOES: None

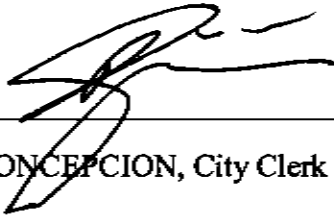
ABSENT: Councilmember Lucius

APPROVED:

Bill Kampe

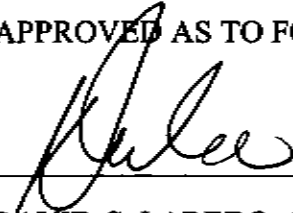
BILL KAMPE, Mayor

ATTEST:



DAVID CONCEPCION, City Clerk

APPROVED AS TO FORM:



DAVID C. LAREDO, City Attorney



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jenny McAdams, Councilmember
MEETING DATE: August 17, 2022
SUBJECT: Automatic Access to Public Comments
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold a conceptual discussion to provide automatic access to public comments received and provide direction to staff.

DISCUSSION

More and more cities are providing access to public comments received by the City Council. Some cities do this via their website or include public comment in the digital agenda packet. As the Pacific Grove City Council continues to implement policy and procedures to enhance transparency, accessibility, and public participation, posting and/or including the public comment that is received by the City Council may be a consideration.

Foster City posts all of the received [public comments](#) in a separate attachment under “Minutes/Public Comments Emailed/Supplemental Info” on their website as pictured in Example 1 in Attachment 1. Our agenda software has the below functionality and format posted on the City of Pacific Grove’s website as pictured in Example 2 in Attachment 1. One solution the City can try would be to combine the public comments received with the meeting minutes, and rename the column to: “Minutes/Public Comments”.

ELECTRONIC ATTACHMENTS

1. [Public Comment Submission Deadline Information](#)- City of Los Altos
2. [Examples of Public Comments Posted in an Agenda Packet](#)- City of Los Altos
3. [Example of Public Comments Posted on the City’s Website](#)- City of Anaheim

OPTIONS

1. Do not move forward.
2. Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Example 1 & 2

ATTACHMENT 1

Example 1

FOSTER CITY CALIFORNIA			
HOME LEISURE COMMUNITY BUSINESS GOVERNMENT PROJECTS I WANT TO			
SEARCH 			
Name	Date/Time	Media	Files
Economic Development/Sustainability Subcommittee Special Meeting	7/21/2022 5:00 PM		Download
City Council Regular Meeting	7/18/2022 6:30 PM		Minutes/Public Comment
Infrastructure/Facilities Subcommittee - Special Meeting 7/12	7/12/2022 4:00 PM	Agenda	
Planning Commission Regular Meeting 7/7/22	7/7/2022 7:00 PM	Packet	
		Minutes/Public Comment Emails/Supplemental Info	

Example 2

CONTACT TRANSLATE TWITTER FACEBOOK YOUTUBE			
 CITY OF PACIFIC GROVE OUR CITY DEPARTMENTS LEISURE RESIDENTS BUSINESS HOW DO I?			
Search Here...			
07/20/2022 City Council Closed Session Meeting	Agenda		
07/20/2022 City Council Regular Meeting	Agenda	Packet	Video
07/06/2022 CC Errata Sheet	Agenda	Packet	
07/06/2022 City Council Special Meeting	Agenda	Packet	
07/06/2022 City Council Closed Session Meeting	Agenda		
07/06/2022 City Council Regular Meeting	Agenda	Packet	Minutes Video
06/29/2022 City Council Special Meeting	Agenda	Packet	Minutes Video
06/15/2022 City Council Regular Meeting	Agenda	Packet	Minutes Video