



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, November 2, 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: Councilmember Smith

1. APPROVAL OF AGENDA

2. PRESENTATIONS

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

A. Report on Closed Session by City Attorney

B. Other

4. GENERAL PUBLIC COMMENT

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

CONSENT AGENDA

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

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

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

A. Minutes of the October 19, 2022 City Council Special and Regular Meetings **PG 7**

Reference: Sandra Kandell, City Clerk/DEI Coordinator

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 Rescinding Resolution No. 17-018 Which Authorized Recordation of a Lien at 987 Ransford **PG 18**
Reference: Brian Pierik, City Attorney
Recommended Action: Adopt a Resolution Rescinding Resolution No. 17-018 which authorized recordation of a Lien at 987 Ransford and authorize the Mayor to execute a Release of Notice of Lien.
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

- A. Safe Parking Program Revisions **PG 23**
Reference: Jocelyn Francis, Police Administrative Services Manager
Recommended Action: Hold second reading and adopt an ordinance that amends Pacific Grove Municipal Code Chapter 18.36.050 related to the safe parking program.
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
- B. Proposed Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants **PG 33**
Reference: Brian Pierik, City Attorney
Recommended Action: Hold second reading and adopt an Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- C. Ordinance Amending Pacific Grove Municipal Code Chapter 14.04-Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season **PG 39**
Reference: Brian Pierik, City Attorney
Recommended Action: Hold second reading and adopt an ordinance amending Municipal Code Section Chapter 14.04 Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

8. **REPORTS – INFORMATION ONLY**

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

- A. First Quarter Treasurer’s Quarterly Report – Fiscal Year 2022-23 **PG 46**
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. Status of Records Management System and Online Contracts **PG 49**
Reference: Sandra Kandell, City Clerk and Mohammed Khasimi, Chief Information Officer
Recommended Action: Receive the report.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

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

- A. Ratification of New Local Emergency Actions **PG 51**
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. Consider a Lease Financing Agreement for a New Fire Engine **PG 53**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Authorize the Mayor to Sign a Lease Financing Agreement for a New Fire Engine; and Authorize Staff to Execute any Supporting Documents Related to the Agreement.
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. Traffic Safety Commission Meeting Minutes: August 23, 2022 **PG 78**
Reference: Cathy Madalone, Chief of Police
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. First Reading of an Ordinance Amending Sections 18.04.010 and 18.32.010 of the Pacific Grove Municipal Code to Adopt the 2022 Edition of the California Building Standards and related Codes and the 2021 International Property Maintenance Code **Action required by November 2, 2022. PG 81**

Reference: John Kuehl, Chief Building Official

Recommended Action:

1. Request the City Attorney read the title of the ordinance.
2. Motion to waive further reading of the ordinance.
3. Introduce and hold first reading of an ordinance that adopts the 2022 Edition of the California Building Standards Codes, with amendments.
4. Direct that publication of the ordinance be satisfied by publication of a summary approved by the City Attorney.

CEQA: Categorical Exemption, CEQA Guidelines Section 15061(b)(3)

12. UNFINISHED AND ONGOING BUSINESS

13. NEW BUSINESS

- A. Climate Action and Adaptation Plan ***This item was continued from 10/19/2022.* PG 146**

Reference: Megan McKenna, BNRC Commissioner

Recommended Action: Receive presentation and provide direction.

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

- B. Single Use Plastic Code Revisions ***This item was continued from 10/19/2022.* PG 155**

Reference: Susan Meyers, BNRC Commissioner

Recommended Action: Receive presentation and provide direction.

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/DEI Coordinator
MEETING DATE: November 2, 2022
SUBJECT: Minutes of the October 19, 2022 City Council Special 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, October 19, 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.**

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, McAdams, Poduri, Smith, and Tomlinson.

APPROVAL OF AGENDA

Action: Upon motion by Councilmember Smith and seconded by Councilmember McAdams, Council voted to approve the agenda.

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

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

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment was received.

- A. Conference with Legal Counsel – Initiation of Litigation Government Code
§54956.9(d)(4)) Number of Cases: One



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE
CITY COUNCIL
REGULAR MEETING

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TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**

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<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, McAdams, Poduri, Smith, and Tomlinson.

PLEDGE OF ALLEGIANCE

Councilmember Poduri led the pledge of allegiance.

1. APPROVAL OF AGENDA

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

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

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

2. PRESENTATIONS

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

A. Report on Closed Session by City Attorney

Conference with Legal Counsel – Initiation of Litigation Government Code §54956.9(d)(4)) Number of Cases: One

City Attorney Brian Pierik reported Council voted to authorize the initiation of litigation in an action and the defendants and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry.

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

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

B. Council made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment was received from Steve Hawk, Lisa Hanes, Vince Tuminello, Unnamed Speaker, Richard O'Mara, Inge Lorentzen Daumer, Mike Gibbs, Peggy Gibbs, Christie Thomas, Carmelita Garcia, and Steven Lilley.

CONSENT AGENDA

Action: Upon motion by Councilmember Smith and seconded by Councilmember McAdams, Council voted to approve the Consent Agenda.

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

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

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

A. Minutes of the October 5, 2022 City Council Special and Regular Meetings

Action: Approved minutes.

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

6. **RESOLUTIONS**

A. Resolution Amending Council Policy 000-19 for Records Retention and Records Management

Action: Approved Resolution No. 22-047 amending Council Policy No. 000-19 to update the City records retention and records management schedule and reflect revisions from City departments.

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

B. Contract Amendment with HdL Companies and Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.

Action:

1. Directed staff to prepare a contract amendment with HdL Companies for an extension to June 30, 2023 (renewable for an additional 1 year thereafter) in an amount

not to exceed \$60,000 for the following:

1. Sales, Use and Transactions Tax Auditing and Information Services;
2. Business License Tax Operations and Compliance Services;
3. Transient Occupancy Tax Operations Management Services; and
2. Authorized the Mayor to sign the amendment to reflect the aforementioned contract term and amount; and
3. Adopted Resolution No. 22-048 Authorizing the Examination of Sales or Transactions and Use Tax Records.

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

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

A. Check Register Report - September 2022

Action: Received the report.

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

B. Core Revenue Reports for September 2022

Action: Received the Core Revenue Reports for September 2022.

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

C. 2022 League of California Cities Annual Conference

Action: Received the report.

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

D. City Council Goals and Tactics Update

Action: Received the 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. Measure X Funding Agreement - Cedar, Sunset & Congress Intersection Improvement Project

Action: Authorized the execution of a Measure X Funding Agreement with the Transportation Agency for Monterey County for an amount not to exceed \$1,000,000, to fund the Project Approval and Environmental Document Phase of the Cedar, Sunset & Congress Intersection Improvements Project.

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

- C. Fee Waiver Request, Coastal Conservancy, Council Chambers
Action: Allowed the California Coastal Conservancy to use Council Chambers on November 30, 2022 and December 1, 2022 to host their Quarterly meeting, and waive all fees associated with the rental of the Council Chambers
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**

- A. Diversity, Equity and Inclusion Minutes: September 12, 2022
Action: Received minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. Library Board Minutes: July 11, 2022
Action: Received minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- C. Planning Commission Meeting Minutes: July 14, 2022 and August 11, 2022
Action: Received the minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. PERC Water Extension *This item was continued from the Council's October 5, 2022 meeting. Action is required by October 19, 2022.*
No public comment was received.

Action: Upon motion by Councilmember Smith and seconded by Mayor Pro Tem Amelio, Council voted to

1. Authorize an extension to the agreement with PERC Water for Operations & Maintenance of the Pacific Grove Local Water Project not to exceed 1 year (November 1, 2022 –October 31, 2023) at a monthly fixed cost of \$26,188 and a flow based variable unit price of \$247.24 per acre foot of influent.

2. Authorize staff to begin contract negotiations with PERC Water and return to City Council no later than May 2023 with new negotiated contract terms.

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

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

NOES: None.

ABSENT: None.

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

- B. Concept Review: New Fire Engine ***This item was continued from the Council's October 5, 2022 meeting.***

Public comment was received from Pat Moore, Vince Tuminello, Peggy Gibbs, and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Tomlinson and seconded by Mayor Pro Tem Amelio, Council voted to authorize staff to purchase a diesel-powered fire engine for \$881,648.48 with an \$80,000 down payment.

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

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

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

- C. Empty Home Tax ***This item was continued from the Council's October 5, 2022 meeting.***

Public comment was received from Vince Tuminello, Debby Beck, Mark Brice Chakwin, Adam Pinterits, Cari Rotoli, Darrin Tinsley, and Christie Thomas.

Action: Council convened a conceptual discussion on an “Empty Homes Tax” in the City of Pacific Grove. No further action was taken.

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

- D. Appeal of Architectural Permit and Tree Permit with Development (AP/TPD) No. 22-0108, 1166 Presidio Boulevard, Pacific Grove (APN 007-591-013)

Mayor Peake opened the public hearing.

No members of Council reported ex parte communications.

Community Development Department Contract Planner Joe Sidor presented to Council.

Appellant Catherine Jimenez was provided 10 minutes to present to Council.

Applicant Matt Myers was provided 10 minutes to present to Council.

Public comment was received from Ethan Hare, and Inge Lorentzen Daumer.

Appellant Catherine Jimenez was provided 5 minutes for rebuttal.

Applicant Matt Myers was provided 5 minutes for rebuttal.

Mayor Peake closed the public hearing and the matter returned to Council.

Action: Upon motion by Councilmember Smith and seconded by Councilmember McAdams, Council voted to deny the appeal, find the project categorically exempt per CEQA Guidelines Section 15302, and approve the Architectural Permit and Tree Permit with Development (AP-TPD 22-0108) subject to the findings and conditions of approval.

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

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

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

- E. Safe Parking Program Revisions
Public comment was received from Lisa Ciani.

Action: Upon motion by Councilmember Tomlinson and seconded by Councilmember Poduri, Council voted to

1. Request a reading of the Ordinance Title;
2. Motion to waive further reading;
3. Introduce and hold of the first reading of an ordinance that amends Pacific Grove Municipal Code Chapter 18.36.050 related to the safe parking program; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

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

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

- F. Ordinance Amending Pacific Grove Municipal Code Chapter 14.04-Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Popping Season
Public comment was received from Andrew Breckman, Lisa Ciani, Inge Lorentzen Daumer, Lori McDonnell, Kim Akeman, Kathy Nolet, and Cari Rotoli.

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

1. Request a reading of the Ordinance Title;
2. Motion to waive further reading;
3. Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 14.04 Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Popping Season; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

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

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

- G. Proposed Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants
No public comment was received.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Coletti, Council voted to

1. Request a reading of the title of the Ordinance;
2. Motion to waive further reading;
3. Introduce and hold first reading of an Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

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

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

Action: Upon motion, by Councilmember Tomlinson and seconded by Mayor Pro Tem Amelio to continue agenda items 13A and 13B to the next City Council meeting, the motion was substituted by Councilmember Coletti's motion.

Action: Upon a substitute motion by Councilmember Coletti and seconded by Councilmember McAdams, to complete agenda item 13A, motion failed 3-4 by the following vote:

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

Action: A vote was taken on the original motion.

Action: Upon motion, by Councilmember Tomlinson and seconded by Mayor Pro Tem Amelio the Council voted to continue agenda items 13A and 13B to the next City Council meeting and proceed to agenda item 15A.

Motion carried 6-1 by the following vote:

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

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

- A. Climate Action and Adaptation Plan *Due to time constraints, this item was continued to the Council's November 2, 2022 meeting.*

Reference: Megan McKenna, BNRC Commissioner

Action: Receive the presentation and provide staff direction.

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

- B. Single Use Plastic Code Revisions *Due to time constraints, this item was continued to the Council's November 2, 2022 meeting.*

Reference: Susan Meyers, BNRC Commissioner

Action: Receive the presentation and provide staff direction.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

- A. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (One case: Arising out of letter received from Andrew Sandoval on August 25, 2022)

No public comment was received.

Action: Receive update.

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

ADJOURNMENT

Council completed the regular meeting at 9:39 p.m., announced closed session item 15A, called for public comment, and recessed to closed session. Report, if any, to occur at the next regular meeting.

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: Brian Pierik, City Attorney
MEETING DATE: November 2, 2022
SUBJECT: Resolution Rescinding Resolution No. 17-018 Which Authorized Recordation of a Lien at 987 Ransford
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a Resolution Rescinding Resolution No. 17-018 which authorized recordation of a Lien at 987 Ransford and authorize the Mayor to execute a Release of Notice of Lien.

DISCUSSION

On August 16, 2017, the City Council adopted Resolution No. 17-018 authorizing a lien to be placed on the property at 987 Ransford Avenue in the City of Pacific Grove (APN: 007-623-002) in the amount of \$14,667.50 arising from violations of the Pacific Grove Municipal Code (PGMC).

On August 31, 2017, a Notice of Lien was recorded with the Monterey County Recorder in the amount of \$14,667.50.

A copy of the Notice of Lien and Resolution No. 17-018 are attached to this Agenda Report.

PGMC Section 1.19.280 (c) provides that a copy of the adopted resolution and the notice of lien be served on the property owner. City staff and former City Attorney David Laredo have searched their files and have been unable to locate a document confirming service of Resolution No. 17-018 and the Notice of Lien upon the property owners.

Therefore, it is recommended that the City Council adopt a Resolution Rescinding Resolution No. 17-018 and authorize the Mayor to execute a Release of Notice of Lien.

OPTIONS

Not adopt a Resolution Rescinding Resolution No. 17-018 and authorizing the Mayor to execute a Release of Notice of Lien.

FINANCIAL IMPACT:

The City will be releasing a lien in the amount of \$14,667.50

GOAL ALIGNMENT: Not Applicable.

Attachments

Proposed Reso

Proposed Recordation Doc

RESOLUTION NO. 22-xxx

**RESOLUTION RESCINDING RESOLUTION NO. 17-018 WHICH AUTHORIZED
RECORDATION OF A LIEN AT 987 RANSFORD**

FINDINGS

1. On August 16, 2017, the City Council adopted Resolution No. 17-018 authorizing a lien to be placed on the property at 987 Ransford Avenue in the City of Pacific Grove (APN: 007-623-002) in the amount of \$14,667.50 arising from violations of the Pacific Grove Municipal Code (PGMC).
2. On August 31, 2017, a Notice of Lien was recorded with the Monterey County Recorder in the amount of \$14,667.50.
3. PGMC Section 1.19.280 (c) provides that a copy of the adopted resolution and the notice of lien be served on the property owner.
4. City staff and former City Attorney David Laredo have searched their files and have been unable to locate a document confirming service of Resolution No. 17-018 and the Notice of Lien upon the property owners.
5. For the foregoing reasons, the recommendation is for the City Council to adopt this Resolution rescinding Resolution No. 17-018 and to authorize the Mayor to execute a Release of Notice of Lien.

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

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The Council hereby rescinds Resolution No. 17-018
3. The Council authorizes the Mayor to execute a Release of Notice of Lien.
4. This Resolution shall become effective immediately following passage and adoption thereof.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney

RECORDING AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Sandra Kandell , City Clerk
300 Forest Avenue
City of Pacific Grove
Pacific Grove, California 93950

*Recorded for the benefit of the City of Pacific Grove .
No fee required (Government Code Section 27383).*

A.P.N. 007-623-002-000

RELEASE OF NOTICE OF LIEN

CITY OF PACIFIC GROVE, a Municipal Corporation, organized under the laws of the State of California, does hereby release the Notice of Lien recorded on August 31, 2017 as Document 2017047290 pertaining to the real property in the City of Pacific Grove located at 987 Ransford Avenue, Pacific Grove, California and APN . 007-623-002-000.

CITY OF PACIFIC GROVE, a Municipal Corporation

Dated: November ____, 2022

By _____
Bill Peake, Mayor

NOTARY



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jocelyn Francis, Police Administrative Services Manager
MEETING DATE: November 2, 2022
SUBJECT: Safe Parking Program Revisions
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

Hold second reading and adopt an ordinance that amends Pacific Grove Municipal Code Chapter 18.36.050 related to the safe parking program.

DISCUSSION

No substantive changes were made between the first and second readings. The City Clerk caused a summary of the publication to be published on October 27, 2022.

On [January, 21 2015](#), the City of Pacific Grove approved a Safe Sleeping Pilot Program and on [May 18, 2016](#) codified the successful pilot program into the municipal code. The code created a process for local religious institutions, businesses, and public entities with hardscaped parking lots to participate in the program.

This year, it was brought to staff's attention the word pilot had incorrectly stayed in the codified program. Upon further review, the ordinance referenced the program as the "safe sleeping program" - however, most agencies in California refer to similar programs as "safe parking programs." And, it made reference to the chief of police for implementation, when it is more logical for permit issuance to be a community development/housing function.

On [October 19, 2022](#), the City of Pacific Grove approved the first reading of the draft ordinance.

Therefore, it is recommended to amend the ordinance as drafted.

OPTIONS

1. Do nothing.

FINANCIAL IMPACT:

None.

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

Attachments

Ordinance

ORDINANCE NO. 22-____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING CHAPTER 18.36.050 OF THE PACIFIC GROVE MUNICIPAL CODE
REGARDING THE SAFE PARKING PROGRAM**

FACTS

1. The City has a lack of adequate housing which results in a number of unhoused residents not able to park overnight in locations without concern for their safety, health or welfare. The City is concerned with the need to safeguard private property, and at the same time provide opportunities for those in need to find safe and sanitary places to sleep on a short-term basis while they transition to more permanent housing.
2. On January 21, 2015, City Council enacted a Safe Sleeping Pilot Program that temporarily modified Pacific Grove Municipal Code (PGMC) §18.36.050 and authorized the City to issue site permits to allow for the overnight staying in vehicles.
3. Upon completion of the Safe Sleeping Pilot Program, on May 18, 2016, City Council formally codified the Safe Sleeping Program in PGMC §18.36.050.
4. Earlier this year, grammatical revisions to PGMC §18.36.050 were recommended as drafted.
5. This ordinance amends PGMC §18.36.050.
6. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. and the enactment of this ordinance is exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1, Existing Facilities.

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

SECTION 1. The foregoing Facts are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

SECTION 2. Existing Pacific Grove Municipal Code §18.36.050 of Chapter 18 entitled “Temporarily sleeping in a parked vehicle” shall be amended by the deletion of all text shown in ~~strikeout text~~ and by the addition of all text shown in bold, italic text (***bold italic text***), as follows:

18.36.050 ***Safe Parking Program.*** ~~Temporarily sleeping in a parked vehicle by permit only.~~

A safe parking program provides unhoused community members with a safe place to temporarily park overnight. A safe ***parking sleeping*** program shall exist in the city in accord with this section. The city manager, ~~chief of police,~~ or designee shall have the authority to issue or deny safe ***parking sleeping*** program site permits pursuant to the following conditions:

(a) Maximum Number of Permits. The maximum aggregate number of vehicles that may be permitted at any one time throughout the city pursuant to the safe ***parking sleeping*** program ordinance shall be seven.

(b) Vehicle Definition. Under this section, the term “vehicle” is defined as a passenger car, passenger truck, house car, recreational vehicle, or motor home. Buses and commercial vehicles shall not qualify as a vehicle.

(c) Site Registration. Each property owner eligible to participate in the safe ***parking sleeping*** program shall register the site with the city and obtain a safe ***parking sleeping*** program site permit, prior to allowing any person to park ~~or sleep in a parked vehicle~~ overnight. This site shall also be referenced in this section as the “premises.”

(d) Site Locations Qualified for Permits under the Program. The location upon which a permit may be issued shall be a parking lot of a religious institution, ~~place of worship,~~ business, or public entity that owns or leases property on which an existing hardscaped parking lot and occupied structure are located.

(e) Site Registration Application. Each site registration application shall include the following:

(1) Written assurance the property owner shall be individually responsible to ensure all requirements of this section and the safe ***parking sleeping*** program site permit are met;

(2) The property owner has sole and exclusive control of the parking area to be used as the safe ***parking sleeping*** program site;

(3) A site plan that shows the location of trash and recycling bins, the location of restroom facilities, the parking plan and any lighting or security facilities;

(4) On-site sanitary and trash facilities shall be available to each temporary vehicle occupant, in compliance with law and applicable building and health codes;

(5) The property owner is responsible for any wastewater, sewage, or waste material discharged onto or deposited upon the surface of the ground or parking area, whether as a result of leaks from plumbing fixtures, wastewater, sewage, or

waste material discharge, or any other material deposited upon the surface of the ground or parking areas by an occupant of a parked vehicle on that site;

(6) The property owner shall remove any wastewater, sewage, or waste material discharged onto the ground or parking areas, in a manner consistent with the requirements of law, and in consultation with the county health department;

(7) The property owner shall provide garbage and refuse disposal services as required by Chapter 9.16 PGM, Solid Waste, as may be amended from time to time;

(8) The property owner shall provide or ensure adequate site supervision. Site supervision shall include, at a minimum, providing an on-call “on-site monitor” to ensure vehicles and occupants do not arrive before 7:00 p.m. and leave by 7:30 a.m. The monitor shall also respond to neighbor, community, or city inquiries. Any on-call monitor must be able to be physically present on site within 30 minutes of request at any time the property is occupied. Within 24 hours of receiving any request for corrective action, the on-site monitor shall use his/her best efforts to remedy the circumstance;

(9) The property owner shall be responsible for any cost related to the towing of vehicles, removal of debris, remediating environmental violations, and/or any civil or criminal remedies related to use of a temporary vehicle occupancy permit;

(10) The property owner shall not accept payment of any fee, rent, or monetary charge for overnight ***parking sleeping*** in connection with the use of a temporary vehicle occupancy permit;

(11) Acknowledgment the city has not participated in selection of, and does not provide supervision for, any temporary vehicle occupant. The property owner shall nonetheless provide written assurance he/she shall not impermissibly discriminate in the selection of temporary vehicle occupants for any reason, including race, color or creed.

(f) Temporary Vehicle Occupancy Permits. Each vehicle eligible to participate in the safe ***parking sleeping*** program shall be registered and shall possess and prominently display a temporary vehicle occupancy permit in the vehicle windshield, before any person shall be allowed to park ~~or sleep in a parked vehicle~~ overnight.

(1) Occupancy Limited. Guests shall not be allowed. Vehicles may be occupied only by approved occupants and one occupant must have a valid driver’s license. Occupants shall not exceed the occupant capacity for vehicle to be lawfully driven on a public roadway/highway.

(2) Vehicle Requirements. Each vehicle shall be operable and properly registered with valid vehicle insurance, in accord with state and local law. Only one vehicle shall be allowed under each temporary vehicle occupancy permit.

(3) Times. Each vehicle shall remain off the premises between the hours of 7:30 a.m. and 7:00 p.m. each day. Strict adherence to these “in and out” times is mandatory.

(4) Indemnification. Each vehicle occupant member who stays in a vehicle under a temporary vehicle occupancy permit shall sign an indemnification and waiver form, as prepared by the city, to indemnify the city and waive any claim or cause of action against the city, including relocation benefits.

(5) Permit Issued by Property Owner. The temporary vehicle occupancy permit shall only be issued by a property owner that has currently registered the site pursuant to this section to allow a named person or named persons to temporarily ~~stay sleep~~ **stay** overnight in a vehicle on that specific property, and must be issued on a form approved by the city.

(6) Expiration of Vehicle Permit. Each temporary vehicle occupancy permit shall expire 30 days from the date of its issuance. Thereafter, permits may be renewed at the sole discretion of the property owner. Any temporary vehicle occupancy permit issued under this section shall immediately terminate, and thereafter be null and void, upon expiration or revocation of the vehicle occupancy site permit.

(7) Compatible Use. Overnight ~~sleeping~~ **parking** pursuant to a temporary vehicle occupancy permit shall not be allowed in any instance where the city finds this activity incompatible with uses of adjacent properties or constitutes a nuisance or otherwise threatens the public welfare.

(8) Minor Supervision. Close supervision of minor children shall be required at all times.

(9) Drug Use. No drugs (excepting those possessed and used in accord with a proper prescription) and no alcohol may be consumed or contained in or within 50 feet of any vehicle subject to a temporary vehicle occupancy permit.

(10) Firearms. No weapons or firearms of any kind may be contained in the vehicle (excepting those possessed in accord with state and federal law).

(11) Fires. No fires or open flame of any kind is allowed outside the vehicle. No cooking or food preparation shall be performed outside the vehicle.

(12) Utilities. No extension of electrical or water service shall be allowed from any structure to any vehicle.

(13) Noise. No person shall make any noise or sound using a radio or other amplification device, in association with the temporary vehicle occupancy permit, that is specified in Chapters 11.94 and 11.96 PGM. Amplified music or other sounds shall not be played if audible outside the vehicle.

(14) Pets. Pets on premises shall be kept on a leash at all times. Animal waste shall be picked up immediately and disposed of properly. Vehicle occupants shall keep barking dogs in their vehicles. Any dog or other animal demonstrating aggressive behavior shall be immediately removed from the premises.

(15) Parking Location. During overnight use, each vehicle shall be sited on the premises not less than 50 feet away from any real property used for residential purposes.

(16) Property. No person shall use, store, or place outside the vehicle any items of personal property owned or used by the temporary vehicle occupant, unless stored within a preexisting authorized structure on site.

(17) Commercial Use. No vehicle shall be used for any office, retail or any other commercial purpose.

(18) Urination and/or Defecation. Urination and/or defecation outside of authorized restroom facilities is prohibited.

(19) Camping. Camping tarps are prohibited.

(20) Each vehicle and occupant participating in the safe ***parking sleeping*** program pursuant to a temporary vehicle occupancy permit shall also comply with administrative rules adopted and promulgated by the city manager for orderly implementation of this section.

(g) Permit Revocation. The safe ***parking sleeping*** program site permit may be revoked by the city manager, ~~chief of police~~, or designee in accord with this section. Any property owner who receives a ***parking sleeping*** program site permit to allow persons to ***stay sleep*** in a parked vehicle on that property shall immediately surrender that permit upon request of the city manager, ~~chief of police~~, or designee. Occupants ~~sleeping~~ in a parked vehicle, and the vehicle, shall immediately leave the property after the safe ***parking sleeping*** program site permit is revoked.

(1) Revocation Due to Violation of Law or Permit. The city manager, ~~chief of police~~, or designee shall revoke any temporary vehicle occupancy permit upon

finding any occupant of that vehicle has violated any provision of law or ordinance, including noncompliance with any term, condition, restriction and/or requirement of the temporary vehicle occupancy permit or safe ***parking-sleeping*** program.

(2) Revocation Due to Inadequate Site Monitoring. The city manager, ~~chief of police~~, or their designee shall revoke any temporary vehicle occupancy permit and/or any safe ***parking-sleeping*** program site permit upon finding the on-site monitor fails to fulfill any requirement required by this section.

(3) Revocation Due to Failure to Enforce Rules. The city manager, ~~chief of police~~, or their designee shall revoke any temporary vehicle occupancy permit and/or safe ***parking-sleeping*** program site permit upon finding the property owner has failed to provide or has withdrawn any term, condition or assurance required by this section, or given in connection with the application for a safe ***parking sleeping*** program site permit.

(4) Revocation Due to Withdrawal of Permission. The city manager, ~~chief of police~~, or their designee shall revoke any temporary vehicle occupancy permit upon finding the property owner withdraws permission to use the premises for the purposes of this safe ***parking-sleeping pilot*** program.

(5) No Notice Required. Any temporary vehicle occupancy permit or safe ***parking sleeping*** program site permit may be summarily revoked pursuant to this section. Advance notice shall not be required.

(6) Duty upon Revocation of Permit. Any person who for any reason lacks permission or a valid temporary vehicle occupancy permit to remain on property as provided in this section shall vacate and leave the property immediately upon being informed that permission was rescinded or the permit was revoked.

(h) Enforcement. The city manager or designee shall enforce this section, and may impose administrative civil penalties on property owners or temporary vehicle occupants who fail to comply with requirements of this chapter, as provided in Chapter 1.19 PGM.C.

(i) No Duty Imposed on Property Owner to Allow Parking. Neither this section nor the grant of any permit pursuant to this section shall be construed to impose a duty on any property owner who chooses to allow temporary overnight ***parking sleeping in a vehicle***, as authorized by this section, to continue to allow such use of the premises. The property owner may elect to revoke permission to use the premises for temporary overnight ***parking sleeping*** purposes, at any time, with or without cause.

(j) Duty on Property Owner Imposed to Comply with Program Terms. This section shall impose a duty on any property owner who receives a safe ***parking sleeping*** program site permit or who allows temporary overnight ***parking sleeping*** ~~in a vehicle~~ to cooperate in the enforcement of this section and of each term, condition or assurance required by or given in connection with the application for a safe ***parking-sleeping*** program site permit. Within 24 hours of receiving any request for corrective action, the property owner shall assist the on-site monitor to use his/her best efforts to remedy the circumstance.

(k) Hold Harmless and Non-responsibility. Nothing in this section creates any duty on the part of the city to ensure protection of persons or property relating to the grant of any safe ***parking-sleeping*** program site permit or use of any temporary vehicle occupancy permit. Nothing in this section or this code creates any liability on the part of the city or its agents relating to the grant, denial or revocation of any safe ***parking-sleeping*** program site permit or temporary vehicle occupancy permit.

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

SECTION 4. 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. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

DATED:_____

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: Brian Pierik, City Attorney
MEETING DATE: November 2, 2022
SUBJECT: Proposed Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants.

DISCUSSION

No substantive changes were made between the first and second readings. The City Clerk caused a summary of the ordinance to be published on October 27, 2022.

City Charter Article 40 provides the City’s purchasing regulatory framework. Paragraph (b) states: “The Council by ordinance shall adopt policies and procedures, including appropriate bidding regulations, governing purchases of or contracts for supplies, materials, and equipment. Purchases of supplies, materials and equipment shall be made only in accordance with the adopted policies and procedures.”

The City Council has ultimate fiduciary responsibility for all City expenditures, including purchases and contracts for supplies, services, and equipment.

On September 21, 2022, the City Council directed the City Attorney to prepare a draft ordinance to clarify purchasing authorization procedures consistent with the changes discussed by the Council at that meeting.

Attached to this Agenda Report is a proposed ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants.

OPTIONS

Do not adopt the proposed ordinance.

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 Ordinance

ORDINANCE NO. 22 - _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING CHAPTERS 2.05 AND 2.16 AND 6.20 OF THE PACIFIC GROVE
MUNICIPAL CODE ON AUTHORITY OF MAYOR TO SIGN CONTRACTS AND
PURCHASING SYSTEM AND PROCEDURES AND WARRANTS**

WHEREAS, City Charter Article 40 provides the City’s purchasing regulatory framework. Paragraph (b) states: “The Council by ordinance shall adopt policies and procedures, including appropriate bidding regulations, governing purchases of or contracts for supplies, materials, and equipment. Purchases of supplies, materials and equipment shall be made only in accordance with the adopted policies and procedures.” and

WHEREAS, Council has ultimate fiduciary responsibility for all City expenditures, including purchases and contracts for supplies, services, and equipment; and.

WHEREAS, on September 21, 2022, the City Council directed the City Attorney to prepare a draft ordinance to clarify purchasing authorization procedures; 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 _____, 2022; and

WHEREAS, this ordinance amends Municipal Code Chapter 2.05 and 2.16 and 6.20 of the City Municipal Code by deleting strikethrough text and adding the underlined text to the code sections set forth in Section 3, 4 and 5 of this Ordinance; 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 procedural in nature; and

**NOW, THEREFORE, THE 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. 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 2.05 shall be amended as follows:

2.05.010 Mayor required to sign contracts and other legal instruments.

Pursuant to Article 11 of the city charter the mayor shall sign, facsimile or actual, in the name and on behalf of the city, all contracts, deeds, bonds and other legal instruments in which the city is a party. The mayor has authority to sign any contract, deed, bond or other legal instruments only with prior Council approval. This section does not transfer operational authority to the mayor.

SECTION 4. Pacific Grove Municipal Code Chapter 2.16 shall be amended as follows

2.16.160 Authorized for purchases by the purchasing agent.

- (a) Purchases of supplies, services, materials, equipment and contractual services, including publicworks, having an estimated market value under \$35,000² may be made by the purchasing agent in the open market, as hereinafter described in this article, without observing the formal contract procedures prescribed in Articles III and IV of this chapter.
- (b) The purchase authority limit set forth in subsection (a) of this section shall be adjusted on July 1st of each fifth fiscal year, starting on July 1, 2020 by Council resolution. The adjustment shall cause an increase or decrease to the purchase limit based upon the cumulative change in the Consumer Price Index (CPI) that occurred since the last adjustment, based upon the "CPI, All Urban Consumers, San Francisco- Oakland-San Jose area; base years 1982-1984 = 100," as published by the U.S. Department of Labor, or any comparable replacement or successor index. For ease of administration, the purchase authority limit set for each following five-year period shall be adjusted by rounding to the nearest \$5,000.
- (c) A written report of all purchases made under authority of this section shall be provided to council on a quarterly basis.
- (d) All purchases made under the authority of this section shall be accumulative per subject as per PGMC 2.16.420, Splitting projects.

2.16.220 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies, services and equipment of estimated market value greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter, shall be by ~~written~~ contract, approved by the council by resolution or motion, with the lowest responsible

bidder pursuant to the procedure prescribed in this article except when such procedures may be dispensed with as defined in Article I of this chapter or as otherwise provided by law. Standard contracts may be used when approved by City Attorney and Council by resolution or motion. Contracts shall be provided to Council prior to approval. Standard contracts may be incorporated by reference into an Agenda Report with specification of the parties, term, scope of work, price, and contingencies to extend the term and/or increase the price. (The procedures prescribed in Article IV of this chapter shall be observed in the case of all public works projects, as defined in Article IV of this chapter, involving expenditures greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter.).

SECTION 5. Pacific Grove Municipal Code Chapter 6.20 shall be amended as follows

6.20.040 Expenditures – Authorization.

- (a) Pursuant to Article 36 of the city charter the city manager is authorized to approve any expenditure without presentation to the council if the city manager determines that a demand for such expenditure is one for an item included within an approved budget appropriation and for purchases and contracts for all expenditures, which is authorized pursuant to PGMC Chapter 2.16.
- (b) Warrants for wages and salaries shall be approved and paid without the necessity of any demand therefor.
- (c) Nothing herein shall excuse the need for competitive bidding when prescribed by charter or other city requirement, nor shall any expenditure be made in excess of budget limitations generally covering the expenditure.
- (d) Items not included in an approved budget appropriation shall require council approval; provided, that the city manager may, in his or her discretion, submit such items to the council for advance approval.

SECTION 6. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 7. 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 ____ day of _____, 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



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Brian Pierik, City Attorney
MEETING DATE: November 2, 2022
SUBJECT: Ordinance Amending Pacific Grove Municipal Code Chapter 14.04-Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an ordinance amending Municipal Code Section Chapter 14.04 Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season.

DISCUSSION

No substantive changes were made between the first and second readings. The City Clerk caused a summary of the ordinance to be published on October 27, 2022.

Background:

Pacific harbor seals are protected by federal law, as are all marine mammals in Monterey Bay including waters adjoining Pacific Grove. Federal law further designates the shoreline of Pacific Grove is a protected national marine sanctuary. It has long been the policy of the City of Pacific Grove to protect harbor seal mothers and pups where birthing occurs on any Pacific Grove beach.

The harbor seal pupping season in Monterey Bay generally occurs during the months of February through May each year (the “Harbor Seal Pupping Season”). During the Harbor Seal Pupping Season harbor seal mothers and pups are especially vulnerable to stresses from undue activities such as construction noise. Disturbing harbor seal mothers can lead to abandonment and starvation of pups.

Before the 2022 Harbor Seal Pupping Season the City issued a CDP exemption to allow roadwork construction on Ocean View Blvd. After the exemption was granted, road construction equipment arrived and started work on February 14th, 2022, which involved sawing through the pavement at 2nd Street. This area is about 425 feet from the main pupping beach at Hopkins Marine Station. After being contacted by the Resource Protection Coordinator for NOAA’s Monterey Bay National Marine Sanctuary, the City work stopped on April 11th (8 weeks after commencing) and was suspended until the pupping season was over.

At the August 17, 2022 meeting, the City Council heard evidence of the impacts during the eight weeks

of roadwork construction near city beaches. The City Council considered concerns that the Coastal Development Permit (“CDP”) exemption issued by the City did not appear to consider potentially substantial adverse impacts environmentally sensitive habitat areas such as the harbor seal colony during this critical time as well as City Local Coastal Plan Policies. In addition, Bay Net docents reported there were 48 births during the 8 weeks of road construction noise and that 23 of those births ended in failure. They further reported that during this same period there were 20% fewer seals on the beaches when compared to the same time of year in 2021.

At its August 17, 2022 meeting the City Council directed the City Attorney to draft a proposed ordinance amendment to implement roadwork restrictions during the Harbor Seal Pupping Season. In his report to the City Council, Councilmember Coletti presented [PowerPoint Slides](#) with suggested implementation language.

After consideration of the Council direction our office has drafted an ordinance to amend Chapter 14.04-Marine Refuge to add a new Sections PCMC 14.04.035 and 14.04.090 to provide for suspension of Roadwork on Ocean View Blvd between Eardley and Carmel Avenues during the Harbor Seal Pupping Season unless it is coordinated in advance with the NOAA. The proposed PCMC code amendments are as follows:

14.04.035 Definitions.

(a) As used in this chapter, terms are defined as follows:

(1) The Harbor Seal Pupping Season shall be generally defined as occurring during the months of February through May. The City shall consult with local NOAA offices to determine commencement and conclusion of the season.

(2) An emergency is a sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services. This includes necessary action to restore, repair, or maintain public works, utilities, and services during and immediately following a natural disaster or serious accident or other cases of emergency.

(3) Roadwork is work done in constructing or repairing roads, construction, repair or replacement of utilities or facilities within the Ocean View Boulevard right of way between Eardley and Carmel Avenues.

14.04.090 Roadwork Restrictions During Harbor Seal Pupping Season.

During the Harbor Seal Pupping Season non-emergency roadwork projects within the Ocean View Boulevard right of way between Eardley and Carmel Avenues shall be suspended unless such work is coordinated in advance with the local NOAA offices. Emergency roadwork during the Harbor Seal Pupping Season shall be reported to the NOAA as soon as practical.

GOAL ALIGNMENT

1. Environmental Stewardship
2. City Asset Stewardship

OPTIONS

N/A

FINANCIAL IMPACT:

None for this action. Roadwork activity during the harbor seal pupping season can lead to a federally issued stop-work order, which can lead to increased costs and inefficient use of time and resources.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Proposed Ordinance

ORDINANCE NO. 22 -_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING CHAPTER 14.04 OF THE PACIFIC GROVE MUNICIPAL CODE
ESTABLISHING ROADWORK RESTRICTIONS DURING THE HARBOR SEAL
PUPPING SEASON**

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, Pacific Grove Local Coastal Program Policy BIO-11 provides: “The City will implement seal pupping protection measures...”; and

WHEREAS, in general, the protections of harbor 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, it is the policy of the City of Pacific Grove to protect harbor seal mothers and pups where birthing occurs on any Pacific Grove beach; and

WHEREAS, if pups are delivered on any city beach, undue activity and construction noise can alarm adult seals, which could result in abandonment and starvation of pups; and

WHEREAS, the harbor seal pupping season in Monterey Bay generally occurs during the months of February through May each year (the “Harbor Seal Pupping Season”); and

WHEREAS, during the 2022 Harbor Seal Pupping Season the City issued a Coastal Development Permit (“CDP”) exemption to allow roadwork construction on Ocean View Blvd. After the exemption was granted, road construction equipment arrived and a utility company started work on February 14th, 2022, which involved sawing through the pavement at 2nd Street, about 425 feet from the main pupping beach at Hopkins Marine Station. The City gave notice to the utility company to stop work on April 11th (8 weeks after commencing) and work was suspended until the Harbor Seal Pupping Season was over. After the City gave notice to the utility company to stop work, the City was contacted by the Resource Protection Coordinator for NOAA’s Monterey Bay National Marine Sanctuary. The City, utility company and the Resource Protection Coordinator coordinated on a revised schedule and timeline; and

WHEREAS, at the August 17, 2022 meeting, the City Council considered the impacts of roadwork construction near city beaches during the Harbor Seal Pupping Season. The City Council considered that the harbor seal rookery areas are explicitly defined as an environmentally sensitive habitat area (ESHA) and that the Coastal Development Permit (“CDP”) exemption issued by the City did not appear to consider potentially substantial adverse impacts to environmentally sensitive habitat areas such as the harbor seal colony during the Harbor Seal Pupping Season as well as City Local Coastal Plan policies. In addition,

Bay Net docents reported there were 48 births during the 8 weeks of road construction noise and that 23 of those births ended in failure. They further reported that during this same period there were 20% fewer seals on the beaches compared to the same time of year in 2021. The cause of the birth failures is unknown; and

WHEREAS, at its August 17, 2022 meeting the City Council directed the City Attorney to draft a proposed ordinance amendment to implement roadwork restrictions during the Harbor Seal Pupping Season.; 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 _____, 2022; 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, THE 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. 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 a new sections 14.04.035 Definitions and 14.04.090 City Roadwork Restrictions During Harbor Seal Pupping Season as set forth below.

14.04.035 Definitions.

(a) As used in this chapter, terms are defined as follows:

- (1) The Harbor Seal Pupping Season shall be generally defined as occurring during the months of February through May. The City shall consult with local NOAA offices to determine commencement and conclusion of the season.
- (2) An emergency is a sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services. This includes necessary action to restore, repair, or maintain public works, utilities, and services during and immediately following a natural disaster or serious accident or other cases of emergency.
- (3) Roadwork is work done in constructing or repairing roads, construction, repair or replacement of utilities or facilities within the Ocean View Boulevard right of way between Eardley and Carmel Avenues.

14.04.090 Roadwork Restrictions During Harbor Seal Pupping Season.

During the Harbor Seal Pupping Season non-emergency roadwork projects within the Ocean View Boulevard right of way between Eardley and Carmel Avenues shall be suspended unless such work is coordinated in advance with the local NOAA offices. Emergency roadwork during the Harbor Seal Pupping Season shall be reported to the NOAA as soon as practical.

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 ____ day of _____, 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



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: November 2, 2022
SUBJECT: First Quarter Treasurer's Quarterly Report – Fiscal Year 2022-23
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the Report.

DISCUSSION

Article 19, Section (K) of the City Charter requires that a quarterly statement of all funds in the treasury be submitted to the Council. The Treasurer's report allows the Council and public to verify that the City's funds are invested in a safe and prudent manner, and that such investments comply with City policy and state law. The Treasurer's Report is different from a budget report, as its purpose is to report on cash balances.

This report reflects the City's balances as of September 30, 2022 and shows that cash and investments held citywide, with a market value of \$25,686,060. All investments are in government securities, certificates of deposit (CD), or other approved investment vehicles. The maturity dates are laddered, to ensure liquidity. All bank balances are insured. The City does not actively trade either certificates of deposits or federal agency securities but hold investments in the portfolio for maturity.

Date	Description	Rate	Dollar Amt/ Face Value	Activity
09/19/2022	Medallion Bank, Salt Lake City, UT, CD	1.70%	\$249,000	Maturity
07/11/2022	First Financial Bank, South Dakota, CD	2.90%	\$249,000	Purchase
07/13/2022	American Express National Bank, CD	3.25%	\$246,000	Purchase
09/30/2022	US Alliance FCU, New York, CD	4.00%	\$249,000	Purchase

Investment Notes:

- The average yield on the City's portfolio for the quarter is 1.70%. This represents a yield rate that is 0.23% greater than prior quarter and 0.41% greater the same quarter in the prior year.

OPTIONS

N/A – This is an informational report.

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

Treasurer's Report_September 30, 2022

**City of Pacific Grove
Treasurers' Report
As of September 30, 2022**

DEPOSITORY	ACCOUNT	DESCRIPTION OF SECURITY	MATURITY DATE	INTEREST RATE/YIELD	DOLLAR/PAR AMOUNT	MARKET VALUE
State of California	Local Agency Investment Fund (LAIF)		Immediate	1.35%	11,149,685.93	11,149,685.93
					11,149,685.93	11,149,685.93
Bank of America	Checking	Pooled Cash	Immediate	0.00%	2,520,259.12	2,520,259.12
					2,520,259.12	2,520,259.12
N/A	Petty Cash	General	Immediate	0.00%	685.00	685.00
					685.00	685.00
Concourse Financial Gro Cash		Sweep Money Market Fund		2.50%	126,317.90	126,317.90
Concourse TVI	Certificate of Deposit	Ally Bk Sandy Utah	6/9/2026	3.00%	246,000.00	234,767.64
Concourse TVI	Certificate of Deposit	Amerant Bk Natl Assn Coral Gables FL	12/3/2025	0.45%	249,000.00	220,250.46
Concourse TVI	Certificate of Deposit	American Express Natl Bk	7/13/2027	3.25%	246,000.00	233,700.00
Concourse TVI	Certificate of Deposit	BMW Bk North Amer Salt Lake City Utah	11/20/2025	0.50%	249,000.00	221,129.43
Concourse TVI	Certificate of Deposit	BMO Harris Bk Natl Assn Chicago Ill	6/10/2024	2.80%	246,000.00	240,191.94
Concourse TVI	Certificate of Deposit	Bank Baroda New York Brh	7/22/2025	0.65%	249,000.00	224,879.37
Concourse TVI	Certificate of Deposit	Baycoast Bnk Swansea Mass CTF	1/24/2025	1.70%	247,000.00	232,861.72
Concourse TVI	Certificate of Deposit	Bell Bank Fargo ND CTF Dep	3/24/2023	0.85%	249,000.00	245,409.42
Concourse TVI	Certificate of Deposit	Bridgewater Bk St Louis Pk, MN	11/28/2025	0.45%	249,000.00	220,345.08
Concourse TVI	Certificate of Deposit	Capital One Natl Assn McLean VA CTF	8/7/2024	2.25%	247,000.00	238,122.82
Concourse TVI	Certificate of Deposit	Capital One Natl Assn Glen Allen VA CTF	6/9/2025	3.00%	246,000.00	237,727.02
Concourse TVI	Certificate of Deposit	Centerstate Bank Fla Winterhaven Fla	3/30/2023	0.90%	242,000.00	238,420.82
Concourse TVI	Certificate of Deposit	Discover BknGreenwood Del	6/7/2027	3.15%	246,000.00	232,993.98
Concourse TVI	Certificate of Deposit	Enerbank Salt Lake City UT CTF	6/28/2023	3.20%	246,000.00	244,674.06
Concourse TVI	Certificate of Deposit	1ST Finl Bk Dakota Dunes SD	7/11/2024	2.90%	249,000.00	243,173.40
Concourse TVI	Certificate of Deposit	Goldman Sachs Bk USA New York CTF	11/22/2022	2.40%	247,000.00	246,755.47
Concourse TVI	Certificate of Deposit	Industrial & Coml Bk China USA Natl Assn NY CTF	2/11/2026	0.45%	249,000.00	218,843.61
Concourse TVI	Certificate of Deposit	JPMorgan Chase Bk NA Columbus OH CTF Dep	12/15/2025	0.50%	248,000.00	219,673.44
Concourse TVI	Certificate of Deposit	Live Oak Bkg Co Wilmington NC CTF Dep	11/27/2024	1.85%	249,000.00	236,408.07
Concourse TVI	Certificate of Deposit	Merrick Bk South Jordan Utah	1/31/2025	1.80%	249,000.00	235,098.33
Concourse TVI	Certificate of Deposit	Minnwest Bk Redwood Falls Minn Ctf Dep	7/15/2025	0.50%	249,000.00	223,905.78
Concourse TVI	Certificate of Deposit	Morgan Stanley Bk N A Salt Lake City Ut CTF	1/25/2023	2.65%	246,000.00	245,330.88
Concourse TVI	Certificate of Deposit	Morgan Stanley Private Bk Natl Assn Pur N Y	12/6/2023	3.55%	245,000.00	243,228.65
Concourse TVI	Certificate of Deposit	New York Cmnty Bk Westbury N Y	7/1/2026	0.70%	249,000.00	217,817.73
Concourse TVI	Certificate of Deposit	Preferred Bk Los Angeles Calif Ctf Dep	8/16/2024	2.00%	249,000.00	238,766.10
Concourse TVI	Certificate of Deposit	Raymond Jmes Bk Natl Assn St Petersburg FL CTF Dep	11/8/2023	1.75%	247,000.00	240,597.76
Concourse TVI	Certificate of Deposit	Sallie Mae Bk Salt Lake City UT CTF	5/23/2023	3.20%	246,000.00	244,868.40
Concourse TVI	Certificate of Deposit	Synchrony Bk Retail CTF Dep Citigroup Instl CTF Dep	12/10/2026	1.25%	248,000.00	219,028.64
Concourse TVI	Certificate of Deposit	TIAA FSB Jacksonville FLA CTF	11/22/2022	2.20%	247,000.00	246,691.25
Concourse TVI	Certificate of Deposit	Texas Exchange Bk SSB Crowley Ctf Dep	11/25/2025	0.60%	249,000.00	220,437.21
Concourse TVI	Certificate of Deposit	UBS Bk USA Salt Lake City Ut	6/23/2026	0.75%	249,000.00	218,183.76
Concourse TVI	Certificate of Deposit	US Alliance FCU New York SH CTF	9/30/2027	4.00%	249,000.00	244,129.56
Concourse TVI	Certificate of Deposit	Wells Fargo Natl Bk West Las Vegas N V	1/30/2023	1.90%	249,000.00	247,660.38
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	9/30/2025	0.60%	250,000.00	222,217.50
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	5/31/2026	0.70%	250,000.00	220,850.00
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	4/15/2025	3.35%	500,000.00	480,295.00
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	1/11/2027	1.470%	530,000.00	469,336.20
Total Concourse - General					9,826,317.90	9,235,088.78
TOTAL GENERAL INVESTMENTS					23,496,947.95	22,905,718.83
Concourse TVI Yount	Cash	Sweep Money Market Fund		2.50%	728.33	728.33
Concourse TVI Yount	Fixed Income	Bank Hapoalim B M New York BRH Ctf Dep	12/15/2025	0.50%	205,000.00	181,582.85
Concourse TVI Yount	U.S.Treasury Securities	United Sts Treas NTS	4/30/2024	2.50%	180,000.00	175,035.60
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	9/16/2025	0.55%	96,000.00	85,774.08
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide	5/13/2026	0.88%	170,000.00	149,832.90
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	1/11/2027	1.47%	97,000.00	85,897.38
Concourse TVI Yount	U.S. Government Bonds	Federal Agric Mtg Corp Medium Terms Nts Fed	1/15/2026	0.48%	95,000.00	84,077.85
Total Concourse - Endowments					843,728.33	762,928.99
TOTAL INVESTMENTS HELD FOR ENDOWMENTS					843,728.33	762,928.99
Umpqua Bank	Money Market			0.01%	2,017,412.55	2,017,412.55
Total Umpqua Bank					2,017,412.55	2,017,412.55
TOTAL RESERVE INVESTMENT					2,017,412.55	2,017,412.55
GRAND TOTAL					26,358,088.83	25,686,060.37



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 and Mohammed Khasimi, Chief Information Officer
MEETING DATE: November 2, 2022
SUBJECT: Status of Records Management System and Online Contracts
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

Background

At the April 7, 2021, meeting, Council directed staff to provide a recommendation with options, pros, and cons on how best to post online agreements that have a value of \$5,000 or more. A meeting was held between key staff and a summary of the discussion and preliminary findings were provided to Council in its May 19, 2021 [packet](#). Due to time constraints, the item was continued to the Council's June 2, 2021, where Council subsequently directed staff to take the additional time to conduct the research, evaluation, and assessment of available document and records management software options based on the city’s overall need for managing documents, workflows, and records, including a formal request for proposal if needed. At Council's direction, the posting of online contracts is the short-term portion and priority of this project. At its April 6, 2022, staff provided a brief status report to inform the Council that key staff had met and prepared an RFP. Additionally, staff provided a timeline that included dates when the RFP was issued and when a contract would be awarded. At its August 3, 2022, meeting, staff reported it had received 7 proposals and selected the top 3 to proceed with interviews and demonstrations of their respective software. Based upon the proposals, interviews, demonstrations, and the City's needs, a contract was awarded, however, staff was in the midst of contract preparation and execution. Staff reported the proposal fell within the City Manager's spending limit.

Current Update

A contract was awarded to Cities Digital Inc. (CDI). Said contract commenced on August 24, 2022 and shall remain and continue in effect until all tasks are completed. Staff has had weekly meetings with the assigned CDI Project Manager. Upon approval of the City's Retention Schedule on October 19, 2022, staff met CDI on October 25, 2022, and the discussion commenced with CDI regarding all things contracts. Relative information was forwarded to CDI on October 26, 2022 and staff is well on its way in implementing the City's records management system with respect to the directed priority. Staff will continue meetings with CDI until all tasks are completed and will provide Council and the public with a demonstration of the software once readily available.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact in providing this status report.

Funds to support this project were included in the Fiscal Year 21/22 Budget. A request to roll the budget for this project into the new fiscal year will be made, along with other qualifying purchase orders once the year-end accrual process is completed.

GOAL ALIGNMENT: Community Responsiveness: Develop and implement systems, interfaces and infrastructure.



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: November 2, 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: Tori Hannah, Administrative Services Director/Assistant City Manager
MEETING DATE: November 2, 2022
SUBJECT: Consider a Lease Financing Agreement for a New Fire Engine.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Authorize the Mayor to sign an agreement with Community Leasing Partners to finance the purchase of a new fire engine; and authorize staff to execute any supporting documents related to the agreement.

DISCUSSION

On October 19, 2022, staff presented information on the purchase of a new fire engine. This included a concept review of options to purchase a traditional diesel-powered or an electric fire engine.

The City currently owns the following two fire engines:

- 2006 Pierce Fire Engine, which serves as the City's front-line vehicle, with 119,000 miles.
- 1997 Pierce Fire Engine, which serves as a reserve vehicle, with 87,000 miles.

Fire engine replacement cycles are driven by several factors including age, miles, and maintenance costs. An engine typically serves well for 15 years in front-line service and can be in a reserve status for an additional 10+ years. Pacific Grove's front-line engine is over 15 years old and is beginning to incur more significant maintenance costs. The most recent repair was estimated at \$75,000.

Council directed staff to initiate the purchase of a conventional, diesel powered fire engine. The cost for the fire engine was approximately \$928,300; however with a prepayment discount the cost was reduced to approximately \$882,000. Staff presented information on financing options, which included seven, ten, and fifteen year financing alternatives. These alternatives are presented in Attachment 1. Community Leasing Partners placed a hold on the ten-year financing rate of 4.24%. Staff solicited one additional informal proposal to assess the competitiveness of this rate. The second proposal included a ten-year option, with a similar structure at 4.87%.

The price of the fire engine is anticipated to increase in November; and interest rates have already risen due to actions made by the Federal Reserve. At the October Council Meeting, there were some suggestions to allocate a greater down-payment or consider a cash purchase to reduce interest costs; however the City's final Fiscal Year 21/22 final financial information was not available. To retain a 4.24% interest rate and take advantage of the current vehicle pricing structure, the City needs to identify and secure financing. Staff is recommending authorizing the Mayor to sign an agreement with

Community Leasing Partners. The proposed agreement includes a ten-year term at an interest rate of 4.24%, with an \$80,000 down payment; and no prepayment restrictions (Attachment 2). The amount financed would be approximately \$802,000. This will provide the City with additional time to receive the preliminary Fiscal Year 21/22 ending fund balance, amend the budget for any carried forward contract or project commitments; and also assess competing priorities. Based on the updated financial information, additional funds could be allocated towards the lease principal as part of the financial presentation or the regular budget process. Any additional payments will result in a reduction in the amount of interest that is due over the loan term; however the City may need to pay any unamortized closing costs. The amount of closing costs associated with this loan are approximately \$16,500; however they are not applicable unless the loan is paid off early. A sample amortization of the closing costs that decline with each year of payment are included in Attachment 3.

This draft agreement has been reviewed with the Assistant City Attorney and the City's risk management provider, California Joint Powers Insurance Authority (CJPIA). The final signatures that are applicable to the exhibits within the agreement will be confirmed with the City Attorney.

OPTIONS

- Provide alternate direction

FINANCIAL IMPACT:

The annual impact to the General Fund is estimated to be \$80,000 for the initial deposit, with annual payments of approximately \$99,056. If approved, staff will request an amendment to the budget at the November 16, 2022 Council Meeting. There should be sufficient funds above the City's reserve levels to support the initial down-payment.

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

Attachments

Financing Options

Draft Financing Agreement

Amortization of Closing Costs

Sample Financing Options

Conventional Diesel Fire Engine: \$882,000

First Payment Begins in August 2023

First Payment Begins in August 2024

	7 Year	10 Year	15 Year	11 Year term, with 10 annual payments	15 Year term, with 14 annual payments
No Down Payments					
Annual Payment	\$147,188	\$109,258	\$83,932	\$117,060	\$92,381
Number of Payments	7	10	15	10	14
Rate	4.24%	4.24%	4.94%	4.72%	4.94%
Total Payments	1,030,313	1,092,584	1,258,987	1,170,597	1,293,334
Total Principal	882,000	882,000	882,000	882,000	882,000
Total interest	148,313	210,584	376,987	288,597	411,334

With \$80,000 Down

(same rate and number of payments, as listed above)

Annual Payment	\$133,818	\$99,329	\$76,320	\$106,442	\$84,002
Total Payments	936,729	993,294	1,144,794	1,064,420	1,176,028
Total Principal	802,000	802,000	802,000	802,000	802,000
Total interest	134,729	191,294	342,794	262,420	374,028

Electric Fire Engine: \$2 Million ⁽¹⁾

First Payment Begins in August 2023

First Payment Begins in August 2024

	10 Year	11 Year term, with 10 annual payments
No Down Payments		
Annual Payment	\$253,109	\$264,989
Number of Payments	10	10
Rate	4.69%	4.69%
Total Payments	2,531,090	2,649,890
Total Principal	2,000,000	2,000,000
Total interest	531,090	649,890

With \$200,000 Down

(same rate and number of payments, as listed above)

Annual Payment	\$227,798	\$238,491
Total Payments	2,277,980	2,384,910
Total Principal	1,800,000	1,800,000
Total interest	477,980	584,910

(1) Lending policies are more restrictive with new technologies. At this time, Community Leasing Partners (CLP) is not offering a fifteen-year term on a 100% electric fire engine. If a hybrid option is elected, the CLP representative would have to seek additional approval. Alternate financing terms and options may be pursued for the electric fire engine, based on Council direction.



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

October 28, 2022

Tori Hannah
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

RE: Financing for One (1) New Pierce Engine

Dear Tori,

Thank you for the opportunity to work with City of Pacific Grove on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 11/11/2022 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Pacific Grove and an attorney's opinion letter.

Signer 1 – Bill Peake, Mayor
Signer 2 - Tori Hannah, Asst. City Manager
Signer 3 - Sandra Kandell, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Kristi

Kristi Kirkman
Documentation Associate

Documentation Instructions

◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Bill Peake - sign where indicated

◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Bill Peake - sign where indicated

◇ Attachment 1 – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where the equipment will be kept after delivery/installation

◇ Attachment 2 – PAYMENT SCHEDULE

- ☐ Bill Peake - sign where indicated

◇ Exhibit B – LESSEE RESOLUTION

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Bill Peake - sign as “Authorized Signer”
- ☐ Complete the lessee’s fiscal year start and end months
- ☐ Tori Hannah - attest the Resolution as “Attested By”
- ☐ Sandra Kandell - certify the Resolution as “Certified By”

◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

◇ Exhibit D - ACCEPTANCE CERTIFICATE

- ☐ Bill Peake - sign and date where indicated

◇ TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

- ☐ Bill Peake - sign where indicated

◇ BANK QUALIFIED CERTIFICATE

- ☐ Bill Peake - sign where indicated

◇ INSURANCE COVERAGE REQUIREMENTS

- ☐ Provide Agent’s contact information
- ☐ Bill Peake - sign where indicated

◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

◇ NOTICE OF ASSIGNMENT

- ☐ Bill Peake - sign where indicated

◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Bill Peake - sign and date where indicated under “Signature and Consent”

◇ ADDITIONAL DOCUMENTATION NEEDED PRIOR TO DELIVERY:

- ☐ Letter of Self -Insurance

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 11/11/2022, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Pacific Grove

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 11/1/2022, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Pacific Grove, 300 Forest Avenue, Pacific Grove, CA 93950 a body corporate and politic duly organized and existing under the laws of the State of California ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 10% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 10% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. PACCA2022-11PB

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

LESSOR:

Community First National Bank

Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 11/1/2022

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: PACCA2022-11PB

LESSEE:

City of Pacific Grove

LESSOR:

Community First National Bank

Bill Peake, Mayor

Blake Kaus, VP

ATTACHMENT 1

EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Lease Number: PACCA2022-11PB

One (1) New Pierce Engine

With a total acquisition cost of \$928,317.91; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Lease Number: PACCA2022-11PB

Amount Financed: \$801,648.48

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	8/1/2023	\$99,055.90	\$25,799.99	\$73,255.91	Not Available
2	8/1/2024	\$99,055.90	\$30,912.98	\$68,142.92	\$676,755.89
3	8/1/2025	\$99,055.90	\$28,020.99	\$71,034.91	\$603,945.11
4	8/1/2026	\$99,055.90	\$25,006.27	\$74,049.63	\$528,044.24
5	8/1/2027	\$99,055.90	\$21,863.61	\$77,192.29	\$448,922.14
6	8/1/2028	\$99,055.90	\$18,587.56	\$80,468.34	\$366,442.09
7	8/1/2029	\$99,055.90	\$15,172.49	\$83,883.41	\$280,461.60
8	8/1/2030	\$99,055.90	\$11,612.48	\$87,443.42	\$190,832.09
9	8/1/2031	\$99,055.90	\$7,901.38	\$91,154.52	\$97,398.71
10	8/1/2032	\$99,055.90	\$4,032.77	\$95,023.13	\$0.00
Grand Totals		\$990,559.00	\$188,910.52	\$801,648.48	

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Bill Peake, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Pacific Grove

Attested By: _____
Tori Hannah, Asst. City Manager

Certified By: _____
Sandra Kandell, City Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Pacific Grove

Ladies and Gentlemen:

As legal counsel to City of Pacific Grove (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 11/1/2022, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Pacific Grove.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

Date

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Lease Number: PACCA2022-11PB

One (1) New Pierce Engine

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:

City of Pacific Grove

Bill Peake, Mayor

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Pacific Grove

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Pierce Engine VIN#: TBD @ Delivery**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) New Pierce Engine VIN# TBD @ Delivery as outlined on Lease# PACCA2022-11PB
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

**THE CERTIFICATE SHOULD BE
EMAILED TO kristikirkman@clpusa.net OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
City of Pacific Grove

Bill Peake, Mayor

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Lease Number: PACCA2022-11PB

Equipment Description: One (1) New Pierce Engine

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

October 28, 2022

City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

RE: Schedule of Equipment No. 01, dated 11/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 11/1/2022, between Community First National Bank, as Lessor, and City of Pacific Grove, as Lessee.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Pacific Grove

Bill Peake, Mayor

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name City of Pacific Grove		2 Issuer's employer identification number (EIN) 94-6000388
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 300 Forest Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Pacific Grove, CA 93950		7 Date of issue 11/01/2022
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 801,648.48
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ☐	
b If bonds are BANs, check only box 19b ☐	
20 If bonds are in the form of a lease or installment sale, check box ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/01/2032	\$ 801,648.48	\$ N/A	10 years	4.244 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	☒
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative Date	Bill Peake, Mayor Type or print name and title
--	--

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►		Firm's EIN ►		
Firm's address ►		Phone no. ►		

Amortization of Closing Fees ⁽¹⁾

Payment	Principal	Balance	Payoff	Amt of closing fees
		801,648.48		
1	73,255.91	728,392.57	N/A	
2	68,142.92	660,249.65	676,755.89	16,506.24
3	71,034.91	589,214.74	603,945.11	14,730.37
4	74,049.63	515,165.11	528,044.24	12,879.13
5	77,192.29	437,972.82	448,922.14	10,949.32
6	80,468.34	357,504.48	366,442.09	8,937.61
7	83,883.41	273,621.07	280,461.60	6,840.53
8	87,443.42	186,177.65	190,832.09	4,654.44
9	91,154.52	95,023.13	97,398.71	2,375.58
10	95,023.13	(0.00)	-	0.00
	801,648.48			

(1) Closing fees associated with this agreement are only applicable, if there is an early pay-off



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: November 2, 2022
SUBJECT: Traffic Safety Commission Meeting Minutes: August 23, 2022
CEQA: Does not constitute a "Project" per California Environmental Quality Act
Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

TSC Minutes

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 8/23/2022. Commissioners present: Kubica, Chair; Kim, Prock, Munoz-Flores, Greening, Murray, and Brown (arriving late). Also in attendance were Councilman Joe Amelio; PGPD Chief Madalone; Public Works Director Dan Gho; Contract Building Official, John Kuehl. The meeting was held virtually in compliance with 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) (Brown absent).
2. Approval of Minutes:
 - A. May 24, 2022: Approved with the correction to the spelling of Kim Akeman's last name; July 26, 2022: Approved. (6-0-1) (Brown absent).
3. Public Comment
 - A. Oral Comments: Inge Lorentzen Daumer inquired about setting up of the sign trailer at the intersection of Eardly and Central.
 - B. Written Communication, Email from:
 1. Three Emails from Lisa Ciani: June 28th (1); July 26th (2). Subject is Ocean View Blvd street rehab. Project/Harbor seal protection. *Comments received.*
 2. Two Emails from Carol Silveira: July 25th and August 15th. Subject is speeding near Washington park, ball fields and radar speed monitor on 17 mile drive.1 *Comments received.*
 3. Email from Csilla Foss: July 26. Speeding on Eardley, intersection of Lighthouse/Eardley and Laurel/Eardley. *Comment received.*
 4. Email from Tony Medawar August 1: Crosswalk at Ocean Blvd and 5th Street. *Comment received.*
 5. Email from August 11: Colin Miller. Subject is speeding on Central Ave and Ocean View Blvd. *Comment received.*
 - C. Additional oral comments:

Public: Inge Lorentzen Daumer regarding visibility on Central Eardly.

Commission & staff:

Chief Madalone responded about speed trailer locations and sign board locations and their functions. Mr. Gho reiterated sign board functions vs permanent warning signs. Mr. Gho described his review and assessment of the crosswalk request on Oceanview. Commissioner Brown asked about the walkway that comes off Ocean (5th St) onto the street.

Mr. Gho stated that the walkway to the street is for access to cars parked along the roadway and further discussion would require the item be added to the agenda.
4. Commissioner and Staff Announcements (City Related Items only)
 - A. Announcements
 1. Minutes for this meeting are prepared by Kari Murray, Traffic Safety Commission Secretary.
 - B. Staff and Commissioner's meeting attendance and items of interest to this Commission
 1. Comments from City Council Liaison: Mr. Amelio briefed on actions from last council meeting.
 2. Report from TAMC Bike and Pedestrian Committee: No report.

CITY of PACIFIC GROVE – TRAFFIC SAFETY COMMISSION – MEETING MINUTES

3. Update on status of Il Vecchio restaurant parklet: John Kuehl reported on actions taken since parklet was hit by replacing soft post.

5. Regular Agenda:

- A. Public Hearings
 1. None
- B. Unfinished Business
 1. None
- C. New Business
 1. None
- D. Reports from Subcommittees (Monthly Status reports as available)
 1. None.

Commissioner Brown requested a report on pedestrian and intersection accidents, which may be added to a future meeting agenda.

6. Adjournment. Meeting adjourned at 4:26 Pm.

Respectfully Submitted: Kari Murray, Traffic Safety Commission

Andrew Kubica

Andrew Kubica (Oct 26, 2022 09:23 PDT)

Approved by Commission on 10/25/2022

Andrew Kubica - Chairman

Chief Cathy Madalone

Date: Oct 26, 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: John Kuehl, Chief Building Official
MEETING DATE: November 2, 2022
SUBJECT: First Reading of an Ordinance Amending Sections 18.04.010 and 18.32.010 of the Pacific Grove Municipal Code to Adopt the 2022 Edition of the California Building Standards and related Codes and the 2021 International Property Maintenance Code *Action required by November 2, 2022.*
CEQA: Categorical Exemption, CEQA Guidelines Section 15061(b)(3)

RECOMMENDATION

1. Request the City Attorney read the title of the ordinance.
2. Motion to waive further reading of the ordinance.
3. Introduce and hold first reading of an ordinance that adopts the 2022 Edition of the California Building Standards Codes, with amendments.
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

The California Building Standards comprising codes regulating building, fire, electrical, plumbing, and mechanical conditions are revised on a multi-year cycle. In January 2022, the State adopted and approved the 2022 Edition of the Building Standards Codes, also known as the California Codes. These codes were published July 1, 2022 and will become effective January 1, 2023 (and are known as the 2022 Edition of the California Codes). All local jurisdictions in California are mandated to begin enforcement of these new codes and standards by January 1, 2023.

Typically, and in accordance with state law, local jurisdictions incorporate additional regulations that address special circumstances in the community or area provided. Such special regulations are based on geographical, topographical, climatic, or environmental findings. City staff has developed and incorporated a few local amendments to the model codes. These amendments are consistent with past code adoptions and staff is not proposing any new amendments. There were some amendments that have been removed. The deletions are not necessary as the California Codes have incorporated these previous amendments into the new codes.

Council could choose to adopt the new 2022 Edition of the Building Standards Codes with no changes. However, the amendments are necessary to address local conditions. The Building Official worked with the Deputy Fire Marshall to include added protection of fire sprinklers on major remodel projects. Another example is to increase the minimum code requirement for sewer lateral protections. Similar

amendments are believed to be appropriate for structures in Pacific Grove. For each amendment to be effective, they must be adopted by the City Council along with the model codes that have been adopted by the state.

OPTIONS

Council could choose to adopt the new 2022 Edition of the Building Standards Codes with no changes.

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

Ordinance 22- code adoption

2022 TITLE 24

California Code Changes



July 2022
1st Edition



C A L I F O R N I A
BUILDING STANDARDS COMMISSION

Acknowledgements

Governor Gavin Newsom

Secretary of the Government Operations Agency, Amy Ton

Director of the Department of General Services, Ana Lasso

Members of the California Building Standards Commission

Chair, Secretary Amy Tong

Vice Chair, Rajesh Patel

Commissioners:

Kent Sasaki

Erick Mikiten

Elley Klausbruckner

Rajesh Patel

Peter Santillan

Juvilyn Alegre

Aaron Stockwell

Laura Rambin

Frank Ramirez

James Haskin

Executive Director, Mia Marvelli

Deputy Executive Director, vacant

The California Building Standards Commission is a commission within
the Department of General Services

Visit [our website](https://dgs.ca.gov/BSC) at dgs.ca.gov/BSC

Please submit comments and suggestions for improvements or additions to this
publication to cbssc@dgs.ca.gov
or mail to

California Building Standards Commission

Mia Marvelli, Executive Director

2525 Natomas Park Drive, Suite 130

Sacramento, CA 95833

Some of CBSC's publications available on the website's [Resources page](#):

Guide to Title 24

Public Guide to the Building

It's Your Building Department

Standards Adoption Process

Guide for Local Amendments of

Frequently Asked Questions

Building Standards

Glossary of Terms

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INTRODUCTION

During the 2021 Triennial Code Adoption Cycle, California state agencies reviewed the most recent edition of national model codes and standards, and made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24). This publication contains information regarding substantive changes of interest to code users as they familiarize themselves with the 2022 edition of Title 24. For ease of reading, this document uses all normal font style (no italics). When looking at Title 24, it is a good idea to learn about and understand the various margin markings, banners and text styles that will indicate where changes have been made to the code and what amendments are model code changes versus California amendments. An explanation of margin markings can be found in the preface of each part of Title 24.

State agency acronyms that may be used in this publication

BSC – Building Standards Commission
CDPH – California Department of Public Health
CEC – California Energy Commission
DSA – Division of the State Architect
DWR – Department of Water Resources
HCD – Department of Housing and Community Development
OSHDP – Office of Statewide Health Planning and Development (now Department of Health Care Access and Information – HCAI)
SFM – State Fire Marshal

For the applications of amendments adopted by the various state agencies, reference Chapter 1 of each part of Title 24.

The parts of Title 24 may be abbreviated as follows:

CBC – California Building Code, Part 2, Volumes 1 and 2
CRC – California Residential Code, Part 2.5
CMC – California Mechanical Code, Part 4
CPC – California Plumbing Code, Part 5
CFC – California Fire Code, Part 9
CEBC – California Existing Building Code, Part 10
CALGreen – California Green Building Standards Code, Part 11
CRSC – California Referenced Standards Code, Part 12

To avoid confusion with other acronyms, abbreviations are not used for the California Administrative Code (Part 1), California Electrical Code (Part 3) or California Energy Code (Part 6).

Note that there were no significant updates to the California Historical Building Code, Part 8 of Title 24, and Part 7 is vacant, so those parts are not listed here. There are no changes to Part 8 because the State Historical Building Safety Board adopted the 2022 California Historical Building Code by carrying forward existing provisions from the 2019 edition without further amendment.

Model code developers:

Every three years the national model codes and standards are published, and by law California is required to incorporate specific model codes and standards into Title 24. The model code publishers often issue significant code change documents explaining national code updates and the reasons for them. Links to those documents are provide below.

IAPMO – The International Association of Plumbing and Mechanical Officials
(Parts 4 and 5)

[Uniform Mechanical and Plumbing Code Updates webpage](#)

ICC – The International Code Council (Parts 2, 2.5, 9 and 10)

[Purchase ICC's 2021 Significant Changes publications](#)

NFPA – National Fire Protection Association (Part 3)

[2020 National Electrical Code updates links](#)

Please watch the California Building Standards Commission's (CBSC) video [About Title 24](#) to learn about the code's layout and contributing state agencies. For more in-depth information, visit CBSC's [Resources webpage](#) to view and download educational publications such as a [Guide to Title 24](#).



CALIFORNIA ADMINISTRATIVE CODE – PART 1

Chapter 1 – Building Standards Commission

1-209 Code Advisory Committees

Amended existing section footnote to clarify the requirements of the Fire Official and Local Government Water Efficiency Official positions in the Code Advisory Committees.

Sections 1-407, 1-411, 1-415, 1-419

Added document accessibility as a requirement for documents included in state agencies' rulemaking submittals and added reference to Government Code Section 11546.7.(a).

1-507 Fee Collection

Amended existing section to remove information regarding the check-only payment method, added instructions for submitting payment and forms by mail (check) or email (electronic payment platform), and let fee payers know that they may only use the approved electronic payment platform, and that there is information regarding the platform on CBSC's website.

Chapter 3 – State Fire Marshal

Article 3-1 General Provisions and Article 3-2 Definitions

Added sections to Chapter 3 that was reserved for SFM in the 2019 edition. These sections provide clarifying language regarding the SFM fire and life safety authority for state-owned buildings, specified state-occupied buildings, and state institutions.

Chapter 4 – Division of the State Architect

4-309(c).2.B Reconstruction or alteration projects in excess of \$100,000 in cost

Repealed exception to the section as it is inconsistent with the definition of "rehabilitation" in the regulations. The exception also implied that only the "...elements of the lateral force resisting system" need be evaluated, which led to confusion as DSA's Seismic Performance Requirements per Table 317.5 explicitly require that the evaluation include assessment of non-structural components.

4-330 Time of beginning construction and partial construction

Changed requirements that construction must commence on all school buildings with an approved project within four years instead of one year or else the approval is void. Given this new four-year rule, extensions no longer apply and were repealed. Added an exception permitting DSA to withdraw approval or institute post-approval

requirements as necessary to address life-safety concerns in response to information received after approval of plans and before commencement of construction.

4-335(f)4 Structural tests and special inspections

Clarified requirements to provide DSA with daily special inspection reports when requested.

Group 3, Article 3 and deletion of Article 4

Revised procedure regarding submission of landscape plans for modifications, rehabilitations and new construction of landscape areas at public K-12 schools and community colleges.

The revisions include the elimination of a fee for review of landscape plans and revisions to the self-certification form, a provision that periodic site observations during construction will occur to ensure the work is completed in accordance with CALGreen Section 5.304 requirements, and replacement of two previously required self-certification forms with a single form.

Chapter 7 – Office of Statewide Health Planning and Development

7-111 Definitions

Added clarification that the equipment referred to in the definition of “Actual Construction Cost” is construction equipment only.

Added the definition of “Start of Construction” to clarify that the start date of construction may include actual physical work as well as the preparation for construction such as manufacturing components offsite.

Sections 7-111, 7-121, 7-130, 7-133 and others

Combined “Phased Plan Review” and “Collaborative Review and Construction” into a single process called “Integrated Review.” Renamed “Phased Plan Review” to “Integrated Review” so the definition of “Integrated Review” is added, the definition of “Phased Plan Review” is repealed, all references to “Phased Plan Review” and “Collaborative Review and Construction” are removed, and Memorandum of Understanding (MOU) is renamed to Integrated Review Plan (IRP).

Sections 7-113, 7-153 and others

Amended existing language to provide requirements for electronic submittals and field records.

7-123 Preliminary plans and specifications

Amended existing language to remove “outline” from the submittal requirements for specifications during a preliminary review as it has been proven an outline specification is insufficient for most preliminary reviews.

7-129 Time limitations

Amended following subsections:

7-129(b) to provide revised time limitations based on the cost of a project.

7-129(d) to include a description of when a project is considered abandoned.

7-129(d) Exception to limit the exception to paragraphs (a) and (b) so they do not apply to managed projects. Manage project time limitations would not apply as the durations are negotiated.

7-133 Fees

Amended following subsections:

7-133(a) to allow for projects with estimated construction cost of less than \$250,000 to be invoiced at the rate of 2.0 percent of the estimated construction cost.

7-133(h) to remove collaborative review and replace phased review with integrated review. The fee of 1.95% is to be applied to integrated review.

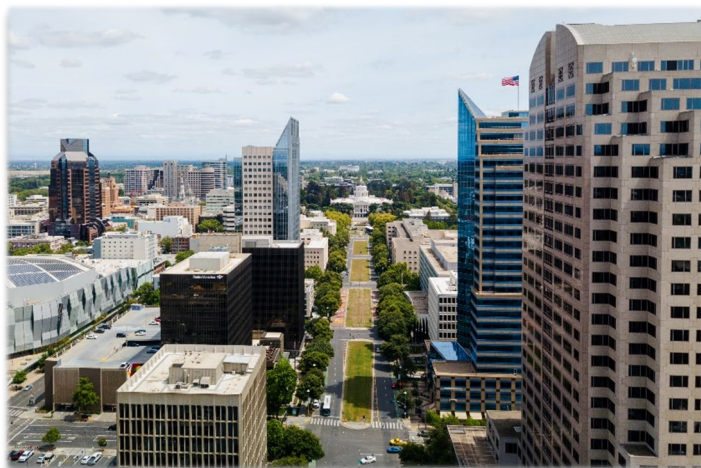
7-145 Continuous inspection of the work

Clarified the requirement for the Inspector of Record to notify the office in writing when work is started and for the field record report to include the time and date of all correspondence with the contractor regarding incomplete work, potential deficiencies or deviation which require the contractor's attention. Added additional requirements for the reports.

Chapter 10 – California Energy Commission

Please visit the [California Energy Commission's website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview) for updates.

[energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview)



CALIFORNIA BUILDING CODE – PART 2

Tall Wood/Mass Timber provisions in various chapters of Part 2

BSC—DSA—HCD—OSHPD—SFM

Sections regarding construction elements of Tall Wood/Mass Timber and Heavy Timber were early adopted by various state agencies as amendments to the 2019 California Building Code (CBC) during the 2019 Intervening Code Adoption Cycle and issued as a supplement with a July 1, 2021, effective date. The amendments are repealed, as they are now included in the adopted 2021 International Building Code (IBC).

Part 2 Chapter	Sections
Chapter 1	110.3.5
Chapter 2	202
Chapter 5	508.4.4.1, 509.4.1.1
Chapter 6	602.4 through 602.4.4.2
Chapter 7	703.6, 703.7, 718.2.1, 722.7 through 722.7.2.2
Chapter 17 - Sections	1705.5.3, 1705.5.5, 1705.11.1, 1705.11.2, 1705.12.2, 1705.12.3, 1705.20, 1705A.4.1, 1705A.5.5, 1705A5.7
Chapter 17 - Tables	1705.5.3, 1705.5.7, 1705A.5.3
Chapter 23	2304.10.1.2, 2304.11.3, 2304.11.4
Chapter 31	3102.3, 3102.6.1.1
Chapter 35	ANSI/APA PRG 320-2019, ASTM D3498-03(2011)

Chapter 1 – Scope and Administration

Building Standards Commission

105.5.1 [Permit] Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Statutes of 2018), which became operative January 1, 2019, and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019, to local building departments, state agencies and CBSC interested parties.

Office of Statewide Health Planning and Development

1.10.2 OSHPD 2, 2A and 2B

OSHPD added new occupancy classifications to address distinctions between skilled nursing facility and intermediate care facility buildings erected with specific construction materials.

OSHPD 2 has been split into two (2) categories. OSHPD 2A is for skilled nursing facility and intermediate care facility buildings of single-story, wood-frame, or light steel frame construction or buildings of single-story, wood-frame, or light steel frame construction where only skilled nursing or intermediate care services are provided if the building is separated from a building housing other patients of the health facility receiving higher levels of care and must meet model code requirements.

OSHPD 2B skilled nursing facility and intermediate care facility buildings of all other types must meet the requirements designated by the OSHPD 2B banner.

If the only designation is OSHPD 2, the application is for both 2A and 2B.

State Fire Marshal

1.11.1 Specified state-occupied buildings

New definition with 11 criteria has been added in response to Senate Bill 85 (Public resources: omnibus trailer bill. (2019-2020)) that required the State Fire Marshal to provide a more accurate definition.

1.11.6 Certificate of Occupancy

Amendment citing a reference to Section 105.2 clarifying work exempt from permit.

Division of the State Architect, Department of Housing and Community Development, Office of Statewide Health Planning and Development, and State Fire Marshal

110.3.12 Types IV-A, IV-B and IV-C connection protection inspection

This amendment was added in the 2019 intervening cycle but is now part of model code language in the 2021 IBC, therefore, this section is repealed to avoid duplication.

Chapter 2 – Definitions

California Energy Commission

CLIMATE ZONE Amended definition with specific reference to Figure 100.1-1 of the California Energy Code pertaining to the applicability of assigned climatic criteria for geographic regions to distinguish between the International Energy Conservation Code (IECC) and the California Energy Code.

State Fire Marshal

CHILD CARE Added a new defined term for child care that is consistent with the definition in Title 22 (Social Security) of the California Code of Regulations (Title 22).

DAY-CARE Amended the defined term day-care to specify the time period for the care of persons is not to exceed 24 hours, and is to be consistent with Title 22.

INFLATABLE AMUSEMENT DEVICE New defined term to specify characteristics of inflatable structures that need to be properly constructed and anchored.

PHOTOVOLTAIC (PV) PANEL SYSTEM, GROUND-MOUNTED New defined term to be consistent with references in CBC Chapters 16 and 31, CRC Chapter 3 and CFC Chapter 12.

PHOTOVOLTAIC (PV) SUPPORT STRUCTURE, ELEVATED New defined term for an elevated PV support structure designed with space underneath intended for secondary use such as providing shade for motor vehicle parking. Requirements for installation are addressed in Chapters 15 and 16.

TODDLER New defined term to align with the legal definition of toddlers from Health and Safety Code Section 1596.55. By distinguishing age differences, officials will be able to classify the related occupancies based on social services' classifications used for licensing.

Chapter 3 – Occupancy Classification and Use

State Fire Marshal

304.1 Business Group B and 304.4 Higher education laboratories

Removed new model code language about higher education laboratories from Section 304.1 and deleted new model code Section 304.4 since model code language for higher education laboratories is not used in California and conflicts with California's Group L occupancy classification.

305.2 Group E, Child care facilities

Amendments clarifying child care regarding emergency situations applying to Groups I, E and R Occupancies.

310.3 Residential Group R-2

Amended the definition for Group R-2 to meet requirements of SB 234 (Chapter 244, Statutes of 2019): Small and large family child care in apartment houses can operate in R-2 occupancies when they comply with the regulations and with Health and Safety Code Section 1597.46.

Chapter 4 – Special Detailed Requirements

State Fire Marshal

455 Large Family Day-Care Homes

455.2. Amendment to meet requirements of SB 234 (Chapter 244, Statutes of 2019): Small and large family child care in apartment houses can operate in R-2 occupancies when they comply with the regulations and with Health and Safety Code Sections 1597.45 and 1597.46 (reprinted in this section).

455.6 Compliance

Repealed an amendment regarding the enforcement of Health and Safety Code Sections 13145 and 13146 to align with Section 455.2.

Chapter 5 – General Building Heights and Areas

State Fire Marshal

508 Mixed Use and Occupancy

508.2.4 Separation of occupancies

Amendment permitting the consideration of some uses as accessory occupancies. Among other requirements, the amendment revises **Section 508.2.4 Exception** and limits permitted, unseparated accessory covered entrances to those required by **Section 11B-206.4.10** for weather protection at entrances to medical care and long-term care facilities or **Section 1224.33.2.1**, emergency medical service exterior entrances. The amendment eliminates a conflict with provisions enforced by Centers for Medicare-Medicaid Services (CMS).

Table 508.4 Required separation of occupancies (hours), Footnote J

Amendment to the footnotes in Table 508.4 that reduces the fire-resistive separation criteria for covered vehicle entrances required by other provisions of the California Building Code associated with Group I-2 occupancies from 2-hour to 1-hour fire-resistance-rated construction.

Chapter 7A – Materials and Construction Methods

State Fire Marshal

Extensive amendments to Chapter 7A Wildland-Urban Interface (WUI) regulations. The amendments were developed through the Office of the State Fire Marshal WUI task group and collaboration with local fire departments, other state agencies, building industry, testing labs, and stakeholders.

Other amendments have been made to be consistent with newly defined terms and to clarify established guidelines in WUI regulations that address different fire severity areas and agency responsibilities that are outlined in Chapter 49 of the CFC.

702A Definitions

FIRE PROTECTION PLAN Amended this defined term to align with the same defined term in Section 4903 of the CFC.

FIRE-RESISTANT VEGETATION New definition of plants less likely to ignite, contribute heat or spread flame. Also provides a list of resources for more information about these types of plants.

704A IGNITION-RESISTANT CONSTRUCTION Added testing standard for wood structural panels in Subsection **704A.3.1 Fire testing of wood structural panels**. Additional amendments in Section 704A are consistent with previous amendments made in Chapter 23 regarding fire-retardant-treated-wood and pressure treated materials.

710A Accessory Buildings and Miscellaneous Structures

710A.1 General Clarifies that Group U Occupancy accessory buildings shall conform to this section.

710A.3 Where required Amendment and subsections that are organized by uniform categories of distances from applicable buildings, and mandate enforcement for buildings greater than 120 square feet, and leave discretion to local Authority Having Jurisdiction (AHJ) for buildings less than 120 square feet.

710A.4 Roof construction Amendment that for an accessory building required to be constructed of noncombustible or ignition resistant materials, its roof must meet Class A fire rating.

Chapter 9 – Fire Protection Systems

State Fire Marshal

903.3.1.1.3 Solar photovoltaic power systems

Amendment to delete a requirement for the installation of smoke detectors in outdoor locations as a substitute for sprinkler protection.

Department of Housing and Community Development

915 Carbon monoxide detection

Modified to reference NFPA 72 National Fire Alarm and Signaling Code.

Chapter 10 – Means of Egress

State Fire Marshal

1032.2.1.2 Maintenance and 1032.2.1.3 Examination

Adjustments and revisions to CFC Sections 1104.16.7 and 1104.16.5.1 regarding the maintenance requirements for fire escapes have been relocated to **Section 1032**.

Chapter 11B – Accessibility to Public Buildings

Division of the State Architect – Access Compliance

11B-108 Maintenance of Accessible Features

Added requirements to include facilities regulated in Chapter 11B, including public and commercial buildings, as well as public housing in addition to public accommodations.

Chapter 12 – Interior Environment

California Energy Commission

User Note

Modified to properly reference the California Energy Code.

1202.3.1 California Energy Code and International Energy Conservation Code (IECC) Climate Zones and Table 1202.3.1 IECC vs California Energy Code Climate Zone Comparison

Added section and table to prevent confusion between climate zones identified in ICC model codes and climate zones identified in the California Energy Code by explaining the relationship between the two codes and adding Table 1202.3.1 to represent these differences.

Department of Housing and Community Development

1202.2.1 Ventilated attics and rafter spaces and 1202.3 Unvented attic and unvented enclosed rafter assemblies

Repealed reference to Climate Zones 14 and 16 and California Energy Code Figure 100.1-A since the California Energy Commission adopted a new Table 1202.3.1 from the International Energy Conservation Code.

Table 1202.3 Insulation for condensation control

Repealed reference to specific climate zones from the table since the California Energy Commission adopted a new Table 1202.3.1 from the International Energy Conservation Code.

Office of Statewide Health Planning and Development

1224.3 Definitions

HANDWASHING STATION Amended existing language to clarify that hands-free operation is required at the door and not at the handwashing fixture.

INVASIVE PROCEDURE New definition to be used to determine the classification of the imaging room or procedure room required.

LOCATION TERMINOLOGY Terms for relationship to an area or room.

READILY ACCESSIBLE Amended existing language to avoid ambiguity by removing the requirement that the area or room also be “directly accessible.” New language added to include option for locating readily accessible areas or rooms to within 200 feet of department or space served to accommodate space orientation or security concerns.

PROCEDURE ROOM New definition specifically designates the procedure room as the intermediate level room for procedures that do not require a full surgical environment.

RESTRICTED AREA Amended existing language to better align with Facilities Guidelines Institute (FGI), which stipulates that a restricted area is a designated space contained within the semi-restricted area and accessible only through a semi-restricted area. This definition is required to determine the level of procedure room to be used and the requirements therein.

SEMI-RESTRICTED AREA New defined term per request of CDPH. This area applies to intermediate level procedures and imaging as well as peripheral areas that support surgical services.

START OF CONSTRUCTION OSHPD added the definition to Part 1, California Administrative Code. The banner note added to this definition avoids ambiguity and clarifies that the term is not adopted by OSHPD.

UNRESTRICTED AREA New defined term per CDPH request. This area applies to any area of the department that is not defined as semi-restricted or restricted. This definition is required to determine the level of control outside a surgical area or within a medical department.

1224.4.4.1 Examination, treatment, and procedure rooms

Amended existing language to add “procedure room” to the heading.

1224.4.4.1.2 Treatment room

OSHPD has coordinated with CDPH to add a requirement for providing a new service space for exercise stress testing. This space can be in several locations within a hospital and not assigned to any one service. Amended language allows for exercise stress testing in a treatment room due to the need for space for a crash cart and possible resuscitation.

1224.4.4.1.4 Procedure room

Added new language to align with Facilities Guidelines Institute (FGI) requirements and renumbered following sections.

1224.4.4.4.1 Medication preparation room

Per CDPH request, amended existing language to remove the requirement that a medication preparation room be directly accessible from the nursing station.

Table 1224.4.6.1

Line 6 has been identified specifically for “Intensive Care” to avoid confusion with the similarly named room on Line 3.

Table 1224.4.6.5

Added Note 1 to the line for Patient Toilet Room under column 1226. Current language is confusing and is often misinterpreted that a nurse call station is required in all clinic patient toilets under column 1226. The note clarifies that a nurse call station is not required for Primary Care, Chronic Dialysis or Psychology Clinic patient toilet rooms.

1224.4.11 and 1224.4.11.4.1 Interior Finishes

Added a pointer to the new table for different levels of procedure and imaging rooms. Includes new **Table 1224.4.11.4a** which identifies the different levels of exam/procedure rooms as well as the different classes of imaging rooms, including the room type, the uses in each type of room, if the room is unrestricted, semi-restricted or restricted, how it is accessed, and the level of finishes required.

1224.14.2 Support areas

Amended existing language to allow for support areas that service nursing units to be shared if there is direct access, including nurses’ office, a clean utility/workroom, soiled workroom or soiled holding room, nourishment area and equipment storage room.

1224.14.2.15 Special bathing facilities

Amended existing language for special bathing facilities to be optional. Per review with CDPH, special bathing facilities for roll-in gurneys should not be a requirement as there are several other methods of bathing or cleaning bedridden patients.

1224.15.1 General

Amended existing language to clarify that a sterile core where clean equipment is stored prior to bringing into an operating room is required to be in a restricted area.

1224.15.2.2 Procedure room(s)

Added a pointer to the requirements for a procedure room. The following section 1224.15.2.2.1 was renumbered.

1224.16.3 Recovery and Post-Anesthesia Care Unit (PACU)

Amended existing language to clarify the clearances required between beds and the access aisle at the foot of a bed.

1224.18 Radiological/diagnostic imaging service space

Amended existing language to provide direction for applying the new classes of imaging rooms. To alleviate confusion, pointers are provided to **Table 1224.4.11.4a** and to address more acute-level procedures using imaging systems in hybrid operating rooms.

1224.18.1 Minimum requirements

Amended existing language to allow a CT scanner to be used as the primary imaging modality once Title 22 is revised. Existing language was also amended to allow the space used for processing images to also be used exclusively for viewing, as processing technology is no longer required on newer equipment. Requirements for handwashing stations were added to provide direction for applying the new classes of imaging rooms.

1224.18.1.1 Radiation protection

Added requirements for radiation protection in the new classes of imaging rooms.

1224.18.1.2 Multiple-modality devices

Added new language to clarify that when two or more modalities are integrated into one device, the requirements of both must be met. This would apply to space requirements, radiation protection and any differences in the requirements.

1224.18.4 Magnetic resonance imaging (MRI)

Added new language to provide safety zones for MRIs. Existing language for the imaging equipment room was amended to align with other imaging equipment room annotation.

1224.18.5 Ultrasound

Amended existing language to properly identify an ultrasound exam room. An exception is added to not require a directly accessible toilet if only specific exams are conducted. Language is added for the requirements of a processing room if it is to be provided as a support service.

1224.19.7 Support areas for staff

Amended existing language to align with Title 22 and Board of Pharmacy regulations that pharmacy staff lounge, lockers and toilet may be readily accessible in lieu of immediately accessible.

1224.20.3 Outside service

Amended existing language to clarify that if a temporary mobile kitchen is approved by CDPH for use during construction, a separate warming kitchen is not needed internally.

1224.22 Central sterile supply

Per a request from CDPH, amended existing language to clarify that a central sterile supply process includes distinct spaces within one or more rooms.

1224.25 Employee dressing rooms and lockers

Amended existing language to clarify that the lockers must be separate from the toilet room and not within it.

1224.28.2.1 Procedure room and 1224.28.2.3 Equipment space

Amended existing language to update “x-ray” to “imaging” equipment.

1224.28.4.8 Imaging equipment room

Amended existing language for the imaging equipment room to align with other imaging equipment room annotations.

1224.28.4.12 Staff changing areas

Amended existing language to clarify that both male and female staff changing areas are required as interventional procedures are equivalent to surgery and have the same changing requirements.

1224.28.5.2 Control room

Added new language to allow cameras to be used for patient observation in hybrid operating rooms as the configuration of the rooms may prevent full patient visibility within the equipment bore from within the control room.

1224.28.5.5.2 iMRI

Corrected reference pointer in Item 3 of 1224.28.5.5.2 to indicate that the anteroom must comply with Section 1224.18.4.2, Item 2.

1224.28.5.5.3 Vascular imaging

Corrected reference pointer to indicate that hybrid operating rooms with vascular imaging systems *must comply with Section 1224.18.4.*

1224.29.1.12 Medication station

Added to existing language to clarify that refrigerated storage is required for the medication station in an ICU.

1224.29.1.13 Airborne infection isolation room

Amended existing language to clarify that ICU units that are protected environments do not require airborne infection isolation rooms as all rooms are already negative pressure.

1224.29.2 Newborn intensive care units (NICU)

Amended existing language to clarify that the headwall in a NICU does not need to be 13 feet long as in an ICU. This would force the NICU bed spaces to be much larger than needed.

1224.30 Pediatric and Adolescent Unit

Amended existing language to align with Title 22 language for pediatric and adolescent units, and clarified that both an exam room and a treatment room are required in or adjacent to the pediatric unit.

1224.31.1.1 General

Amended existing language to clarify that the requirements for a psychiatric nursing unit in Section 1224 is for a psychiatric medical unit and Section 1228 is for a psychiatric ambulatory unit.

1224.31.1.10 Occupational therapy

Amended existing language to remove the requirement for an area for teaching daily living activities.

1224.31.1.17 Administrative center(s) or nurse stations(s)

Added new language to state that a nurse station can be no further than 90 linear feet from the furthest patient room doorway. This is a Title 22 requirement for a medical psychiatric unit which was not currently in the building code.

Chapter 14 – Exterior Walls

California Energy Commission

1404.3.3 California Energy Code and International Energy Conservation Code Climate Zones

Amendment added to prevent confusion between climate zones identified in ICC model codes and climate zones identified in the California Energy Code and to cross-reference Table 1202.3.1, which describes the differences between these codes.

Chapter 16 – Structural Design

Office of Statewide Health Planning and Development

1605.2 (Formerly 1605.3.2) Alternative allowable stress design load combinations

Added variable load requirement for the alternative allowable stress design load combinations for OSHPD 1R, 2B and 5.

Table 1613.2.3(1) and Table 1613.2.3(2)

Amendment language for Site Class E (Table 1613.2.3(1) only) and Footnote C to be consistent with ASCE 7-16 Supplement 3 as amended in CBC Chapter 35.

Division of the State Architect

1617.3.2 Alternative allowable stress design load combinations

Added variable load requirement where the alternative allowable stress design load combinations of Section 1605.2 are used.

Chapter 16A – Structural Design

Division of the State Architect and

Office of Statewide Health Planning and Development

Updates, clarifications and revisions to ASCE 7 standards: Seismic ground motion values, response modification coefficient; Two-Stage Analysis Procedure; Horizontal and Vertical Irregularities for Seismic Design Categories; Foundation connections; Wall, Roof or Floor Hung Equipment; Provisions for piping and tubing systems.

1605A.2 Alternative allowable stress design load combinations

Added a variable load requirement for the alternative allowable stress design load combinations.

Table 1613A.2.3(1) and Table 1613A.2.3(2)

Amendment language in Site Class E (Table 1613.2.3(1) only) and footnote C to be consistent with ASCE 7-16 Supplement 3 as amended in CBC Chapter 35.

1617A.1.3 ASCE 7, Section 11.4

Modifications to ASCE 7 including an amendment added to adopt ASCE 7-16 Supplement 3 which updates various subsections in ASCE 7-16 Section 11.4 to the seismic ground motions values.

1617A.1.5 ASCE 7, Section 12.2.3, 12.2.3.1, and 12.2.3.2

Amended to incorporate the ballot change proposals related to combining of different lateral force resisting systems and the Two Stage Analysis Procedures that passed main committee ballot of ASCE 7-22. Some of these amendments will need to be deleted when ASCE 7-22 is adopted to avoid duplication.

1617A.1.10 ASCE 7, Section 12.3.3.1

Exception 2 added to address structures having a horizontal structural irregularity Type 1b of Table 12.3-1.

1617A.1.16 ASCE 7, Section 12.13.9.2

Clarification added that lateral building response including seismic load combinations do not need to be considered concurrently with differential settlements for shallow foundations on liquefiable sites, and to clarify that force demands due to differential settlements are not required to be additive to the seismic earthquake demands.

1617A.1.18 ASCE 7, Section 13.1.4

This section applying to different types of equipment is now being co-adopted by DSA with varying weight requirements. Wall, Roof or Floor Hung Equipment requirements added by both DSA and OSHPD.

1617A.1.27 and 1617A.1.28

Clarification added that minimum horizontal acceleration requirement is an allowable stress design load.

Chapter 17 – Special Inspections and Tests

Office of Statewide Health Planning and Development

1705.3.9 (formerly 1705.19) Shotcrete and 1705.3.9.1 (formerly 1705.19.1) Visual examination for structural soundness of in-place shotcrete

Existing amendments about shotcrete inspections and tests relocated to Section 1705.3 that addresses concrete construction.

1705.3.9.2 Preconstruction tests

ICC deleted requirements for shotcrete from the model code Section 1908 as they are now incorporated in referenced standard ACI 318-19, so OSHPD added new section 1705.3.9.1 to incorporate requirements previously located in an amendment to Section 1908A.10.2 and model code Sections 1908.4.1 and 1908.5.

Chapter 17A – Special Inspections and Tests

Division of the State Architect and Office of Statewide Health Planning and Development

1705A.3.9 (formerly 1705A.19) Shotcrete and 1705A.3.9.1 (former 1705A.19.1) Visual examination for structural soundness of in-place shotcrete

Existing amendments about shotcrete inspections and tests relocated to Section 1705.3 that addresses concrete construction.

1705A.3.9.2 Preconstruction tests

ICC deleted requirements for shotcrete from the model code Section 1908 as they are now incorporated in referenced standard ACI 318-19, so OSHPD added new section 1705.3.9.1 to incorporate requirements previously located in amendment to Section 1908A.10.2 and model code Sections 1908.4.1 and 1908.5.

1705A.8.1 Micropile tests and 1705A.9.1 Helical pile tests

Added preproduction and production load tests requirements.

1705A.13.5.2 Structural sealant glazing and 1705A.14.2.1 Structural sealant glazing testing

Added testing, manufacturer's certification, and special inspection requirements.

Chapters 18 and 18A – Soils and Foundations

Division of the State Architect and Office of Statewide Health Planning and Development

Amendments regarding construction documentation, seismic designs of precast concrete piles and corrosion protection throughout Chapters 18 (OSHPD only) and 18A (OSHPD and DSA) are to correspond with revisions and updated references in model code regarding OSHPD and DSA occupancies and compliance to ACI 318 and ASCE 7.

Chapter 19 – Concrete

Office of Statewide Health Planning and Development

1901.3.4 Tests for post-installed anchors in concrete and 1901.3.4.3 Test frequency

OSHPD 2A excluded from the scope of Section 1901.3.4. Exception added for OSHPD 2B to clarify that for in-state detention and correctional facilities, tension

testing is not required for post-installed anchors used for attaching nonstructural components under certain circumstances.

1905.1.7 ACI 318, Section 14.1.4

Amendment to ACI 318 has been revised to not permit plain concrete in place of required longitudinal reinforcing of footings in Seismic Design Categories D, E and F.

1908 Shotcrete

The model code has repealed all shotcrete requirements in favor of those contained in the new version of the adopted material standard ACI 318-19, so some amendments have been relocated to Section 1905 or 1705 and amendments were added to coordinate with the updated standards.

Division of the State Architect

1909.2.8 Flat wall insulating concrete form (ICF)

Amendment to facilitate the enforcement of code and industry standards where appropriate based on unique aspects of ICF construction.

1909.3 Modifications to ACI 318 and 1909.4 Shotcrete

Existing amendments revised as necessary to coordinate with the new version of the adopted material standard ACI 318-19. The 2021 IBC repealed shotcrete requirements in deference to requirements contained in the adopted material standard ACI 318-19, so continued DSA amendments associated with the repealed model code language are relocated to amend the applicable sections.

Chapter 19A – Concrete

Division of the State Architect and

Office of Statewide Health Planning and Development

1903A.4 Flat wall insulating concrete form (ICF) systems

Amendment to facilitate the enforcement of code and industry standards where appropriate based on unique aspects of ICF construction (DSA only).

1905A.1.3 ACI 318, Section 9.6.1.3

Amendment to allow the minimum steel reinforcement limit given in the adopted material standard ACI 318-19 to apply to foundation members resisting seismic loads designed for load combinations, including the overstrength factor.

Sections 1905A.1.15, 1905A.1.16, 1908A

The 2021 IBC has repealed shotcrete requirements in deference to requirements contained in the adopted material standard ACI 318-19 so continued DSA amendments associated with the repealed model code language are relocated to amend the applicable sections.

1910A.5.3 Test frequency

Exception added for OSHPD 4 to clarify that in state detention and correctional facilities, tension testing is not required for post-installed anchors used for attaching nonstructural components under certain circumstances (OSHPD only).

Chapter 21 – Masonry

California Energy Commission

2109.2.4.8.2 Vapor permeance

Amendment added with specific reference to Table 1202.3.1 to distinguish between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

Division of the State Architect

2115 Additional requirements for community colleges

Existing amendments in sections 2115.5, 2115.6, 2115.7 and 2115.9 revised as necessary to align with changes DSA and OSHPD made in sections 2104A.3, 2105A.2 and 2106A.1, and changes OSHPD made in 2104.2, 2105.2 and 2106.1. All the above-mentioned amendments in Chapters 21 and 21A have been made to provide better clarity and alignment with TMS 402/602.

Office of Statewide Health Planning and Development

Sections 2101, 2103, 2104, 2105, 2106, 2107 and 2108

Added a new occupancy classification OSHPD 2B to address skilled nursing and intermediate care facilities to distinguish application to care facilities other than OSHPD 2A regarding grout pours, approved masonry admixtures and quality assurance measures. Revisions also made to the existing amendments to provide better clarity and alignment with TMS 402/602.

2103.4 Metal reinforcement and accessories

Amendment added clarifying that unidentified reinforcement also includes bar reinforcement without mill certification.

2103.5 Air entrainment

Amendment repealing the use of air-entraining materials or air-entraining admixtures in masonry grout.

Chapter 21A – Masonry

Division of the State Architect and

Office of Statewide Health Planning and Development

2103A.4 Metal reinforcement and accessories

Amendment added clarifying that unidentified reinforcement also includes bar reinforcement without mill certification.

2103A.5 Air entrainment

Amendment repealing the use of air-entraining materials or air-entraining admixtures in masonry grout.

2104A Construction, 2105A Quality assurance, 2106A Seismic design, 2107A Allowable stress design and 2108A Strength design of masonry

Revisions to existing amendments including relocation to other sections that modify associated sections in TMS 402 and 602 and adding amendments to provide better clarity and alignment with the referenced standards.

California Energy Commission

2109.2.4.8.2 Vapor permeance. Exception

Amendment to distinguish between climate zones identified in ICC model codes and climate zones identified in the California Energy Code, and to cross-reference Table 1202.3.1 that describes the differences between these codes.

Chapter 24 – Glass and Glazing

Division of the State Architect and Office of Statewide Health Planning and Development

2410 Structural sealant glazing (SSG)

OSHDP 2A facilities excluded from the scope of Section 2410.

2410.1.2 Testing and inspection

In Item 1, the reference to ASCE 7 Section 13.5.9.2 is removed for clarity, as the language contradicts the requirements of Item 1 by allowing engineering analysis in lieu of testing. DSA added an exception to reduce testing requirements for Risk Category I, II, and III buildings within DSA-SS and DSA-SS/CC authority where the prevention of glass fallout is not dependent on the structural sealant in two-sided configurations.

Chapter 25 – Gypsum Board, Gypsum Panel Products and Plaster

California Energy Commission

2510.6.3 California Energy Code and International Energy Conservation Code Climate Zones

Amendment with reference to Table 1202.3.1 pertaining water-resistive barriers and applicability of climate zone criteria to distinguish between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

Chapter 27 – Electrical

State Fire Marshal

Section 2702 Emergency and Standby Power Systems

[F] 2702.1.2 Fuel-line piping protection

Added new Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access to the section.

Chapter 31 – Special Construction

California Building Standards Commission

3109.2 California swimming pool safety act (statewide)

Amended to reflect Senate Bill 1078, Statutes of 2018.

Department of Housing and Community Development

3115 Intermodal Shipping Containers, Exception 5

Adopted IBC Section 3115 and added an amendment to clarify that the use of shipping containers constructed or converted off-site that qualify as Factory-built Housing pursuant to HSC Section 19971 or Commercial Modular(s) pursuant to HSC Section 18001.8, must be approved by HCD.

State Fire Marshal

3111.3.5 Elevated photovoltaic (PV) support structures and 3111.3.5.1 PV panels installed over open grid framing or non-combustible deck

Amendment establishing appropriate fire testing and listing criteria for overhead photovoltaic (PV) support structures that could have people or vehicles in the space beneath them.

Division of the State Architect

3115 Intermodal shipping containers

Added regulations regarding the use of shipping containers.

Chapter 31B – Public Swimming Pools

Department of Housing and Community Development

Chapter 31B Public swimming pools

Adopted as applicable to swimming pools which are permanent accessory structures in Mobilehome Parks (MHP) and Special Occupancy Parks (SOP). The adoption provides health and safety standards similar to those for public pools outside of MHPs and SOPs.

Chapter 35 – Referenced Standards

Division of the State Architect and Office of Statewide Health Planning and Development

Amendments to update the edition of various referenced standards including but not limited to AAMA 501.4, AAMA 501.6, ACI 355.2 and ACI 355.4. Add amendment to adopt Supplements 2 and 3, in addition to Supplement 1 of ASCE/SEI 7-16. Add amendments to adopt 506.4R-94 and 506.6T-17 for facilities within OSHPD authority.

State Fire Marshal

ASTM F2374 Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices

Added provisions for inflatable amusement devices.

Several updates to **NFPA referenced standards** including **NFPA 10-21, 13-22, 13D-22, 13R-22, 24-19, 37-18, 54-18, 72-22, 111-19, 130-20, 289-19, 502-20** to follow 2021 IBC model code revisions and to align with state laws and regulations based on California specific topographical, climatic and geological issues.

NFPA 13-22 Installation of Sprinkler Systems

Corrections made to the referenced standard to resolve conflicts in requirements for positive alarm features and pre-signaling devices in I-2 and R2.1 occupancies affected by CBC Section 1008.3.2 regarding signaling delay issues and emergency power and egress illumination.

NFPA 45-19 is deleted since it conflicts with CFC regulations.

NFPA 72-22 National Fire Alarm and Signaling Code

Corrections made to the referenced standard to resolve conflicts in requirements for positive alarm features and pre-signaling devices in I-2 and R2.1 occupancies affected by CBC Section 1008.3.2 regarding signaling delay issues and emergency power and egress illumination.



CALIFORNIA RESIDENTIAL CODE – PART 2.5

Chapter 1 – Scope and Application

Building Standards Commission

R105.5.1 [Permit] Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Statutes of 2018), which became operative January 1, 2019 and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019 to local building departments, state agencies and CBSC interested parties.

State Fire Marshal

1.11.1 Specified State-occupied Buildings

New definition with 11 criteria has been added in response to Senate Bill 85 (Chapter 31, Statutes of 2019) that required the State Fire Marshal to provide a more accurate definition.

Chapter 2 – Definitions

State Fire Marshal

Added new **DEFINITIONS** to support 2022 code changes: Child Care; Exterior Wall Assembly; Exterior Wall Covering; Inflatable Amusement Device; Photovoltaic (PV) Panel System, Ground Mounted; Photovoltaic (PV) Support Structure, Elevated; Toddler; Wildland-Urban Interface (WUI).

Chapter 3 – Building Planning

Department of Housing and Community Development

R301.2.2.10 Anchorage of water heaters

Repealed model code language about seismic design categories and replace references to IRC sections not adopted in California with reference to CPC.

R320.2 Live/work units

Amendment to correct references to CBC Chapters 11A and 11B for accessibility requirements.

R327 Aging-in-place design and fall prevention

Added new section that replaces IRC Section 327, Swimming Pools, Spas and Hot Tubs. Added to address specific aging-in-place design elements in new residential construction to facilitate access to operational features and to allow people to stay longer in their homes as they age.

State Fire Marshal

R310.1 Emergency escape and rescue opening required

Repealed language that conflicts with the CFC and California Code of Regulations, Title 19, Public Safety.

R313.3.2 Sprinklers

Amended existing California amendment to add dry pipe sprinkler.

R324.8 Elevated photovoltaic (PV) support structures, R324.8.1 and R324.8.2

Added new sections to establish appropriate fire testing and listing criteria for overhead photovoltaic (PV) support structures that could have people or vehicles in the space beneath them.

Figure R328.8.1 ESS vehicle impact protection

Added to illustrate the zones in which a typical residential garage Energy Storage System (ESS) installation would trigger the need for impact protection.

R328.8.2 Other locations subject to vehicle impact

Added to address other-than-garage locations that may also have vehicle access, such as residential driveways, and allows some flexibility to the AHJ and installer for larger, non-typical, or custom residential garages where the normal path of vehicle travel falls outside of the area defined in R328.8.1.

R328.8.3 Impact protection options

Added to define an impact protection area and set the expectation that the barriers are intended to deflect, resist or visually deter an impact. This language matches Section 312.3 in the IFC.

R336.2. Health and Safety Code Section 1597.46

Amendment to comply with changes made to the California Health and Safety Code (HSC) by Senate Bill 234 (Chapter 244, Statutes of 2019) regarding large family day-care homes. The revised HSC Section 1597.46 is printed in this section.

R336.6 Compliance

The paragraph regarding enforcement of HSC Sections 13145 and 13146 is repealed to comply with SB 234 (Chapter 244, Statutes of 2019).

R337.2 Definitions

APPLICABLE BUILDING Added to define an applicable building relative to the regulations of Chapter 7A.

EXTERIOR WALL ASSEMBLY and EXTERIOR WALL COVERING Added to distinguish between different exterior wall products in Section 707 of the California Building Code.

FIRE PROTECTION PLAN Modified existing definition to provide a reference pointer to CFC Chapter 49 for Wildland-Urban Interface (WUI) Fire Area requirements.

FIRE-RESISTANT VEGETATION Add new definition of plants less likely to ignite, contribute heat or spread flame. Also provides a list of resources for more information about these types of plants.

IGNITION-RESISTANT MATERIAL Revised because SFM Standard 12-7A-5 has been repealed and rendered obsolete.

LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE Repealed existing definition.

R337.6.2.1 Off ridge and ridge vents

Repealed language regarding vents mounted on a vertical surface that has been incorporated into CBC Section 706A.2 requirements. The new language in R337.6.2.1 allows for a compliance path for off ridge and ridge vents to be used in the wildland urban interface, with protections against ember intrusion.

R337.7.3 Exterior wall coverings and R337.7.3.1 Exterior wall assembly

Separated into two sections.

R337.7.4 Exterior wall assemblies and R337.7.4.1 Conditions of acceptance when tested in accordance with ASTM E2707

Revised language to clarify that the fire resistance rating for the newly defined “exterior wall assemblies” is consistent with exterior wall coverings in Section R337.7.3.

R337.10.4 Roof construction

Revised language to clarify that when an accessory building is required to be constructed of noncombustible materials or of ignition-resistant materials, its roof must meet Class A fire rating.

Chapter 4 – Foundations

Department of Housing and Community Development

R408.3 Unvented crawl space

Repealed amendment regarding crawl space perimeter wall insulation and reference to the California Energy Code.

California Energy Commission

R408.8 Under-floor vapor retarder

New Note with a specific reference to Table R702.7(5) in this section regarding the applicability of vapor retarders and insulation with respect to the difference between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

Chapter 7 – Wall Covering

Department of Housing and Community Development

R702.7.1 Class III vapor retarders

Repealed amendments pertaining to the California Climate Zones relative to vapor retarders for interior wall coverings. The California Energy Commission amended sections specific to climate zones in CRC Chapters 4, 7, 8, and Appendix AS and in the California Energy Code.

California Energy Commission

R702.7.2 California Energy Code and International Energy Conservation Code Climate Zones.

New section with a specific reference to Table R702.7(5) pertaining to the use spray foam plastic insulation and the difference between the applicability of climate zones identified in ICC model codes and the climate zones identified in the California Energy Code.

Table R702.7(5) IECC vs. California Energy Code Climate Zone Comparison

New Table depicting specific differences between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

Chapter 8 – Roof-Ceiling Construction

California Energy Commission

R806 Roof Ventilation, Note

Informational Note added to the section with specific reference to Table R702.7(5) regarding the applicability of energy efficiency measures and to reinforce the difference between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

State Fire Marshal

R806.1.1 Vents in the Wildland Urban Interface (WUI)

Amended to ensure that where vents are provided in WUI areas, they are required to be protected from the intrusion of burning embers and flame.

Chapter 9 – Roof Assemblies

State Fire Marshal

R902.1.2 Roof coverings within state responsibility areas

This existing amendment is repealed to correlate with CBC Chapters 7A and 15 for roof coverings in WUI areas.

Chapter 44 – Referenced Standards

State Fire Marshal

ASTM F2374

Added to address safety requirements for inflatable amusement devices also known as “bounce houses,” and to correlate with the type of devices covered by IFC requirements.

UL 9540-2020

Modifies the existing standard. The second edition of UL 9540 has new requirements that limit the maximum energy capacity of individual nonresidential electrochemical Energy Storage Systems (ESS) to 50 kWh with certain exceptions.

UL 9540A-Edition 4 2019

Modified the existing California amendment to correlate with other updates and new regulations regarding battery ESS.

Appendix AS – Strawbale Construction

California Energy Commission

Appendix AS – Strawbale Construction

Informational Note added to the appendix title heading with specific reference to Table R702.7(5) regarding the applicability of energy efficiency measures and to reinforce the difference between climate zones identified in ICC model codes and climate zones identified in the California Energy Code.

Department of Housing and Community Development

Amended this appendix to repeal references to climate zones and the California Energy Code.

Appendix AX

Building Standards Commission

Swimming Pool Safety Act

Amended the note under the title to reflect this law is mandatory, not optional for local adoption. To align with the CBC, Chapter 31, Appendix AX section numbers were reformatted to reflect the numbering used in HSC 115920 through 115929.



CALIFORNIA ELECTRICAL CODE – PART 3

California Energy Commission

Sections of the California Electrical Code were amended by CEC to assist code users by identifying additional applicable energy efficiency-based electrical requirements in the California Energy Code that are applicable to the following systems:

- Electrical power distribution systems.
- Panelboards in single-family and multifamily buildings
- Heat pump water heaters, electric cooktops, electric clothes dryers and their electric readiness in single-family and multifamily buildings
- Electrical requirements for energy storage systems (ESS) and their electric readiness in multifamily buildings

Part 3 Chapter	Sections
Chapter 1	89.101.8.2
Chapter 4	408.2(A), 408.2(B), 422.3(A), 422.3(B), 440.3(E), 440.3(F)
Chapter 7	706.10

Housing and Community Development

90.2 Scope

New amendment to avoid conflict with text in Section 89.101.3.3 regarding installations in ships, watercraft other than floating dwelling units, railway rolling stock, aircraft, automotive vehicles, commercial coaches, mobile homes and recreational vehicles.

State Fire Marshal

620.71 Guarding Equipment

Repealed California amendment that prohibited the installation of an elevator motor controller and/or motion controller in the hoistway.

Office of Statewide Health Planning and Development

110.2 Approval

Defined new requirements for equipment that must be satisfied in order to be approved by OSHPD for use.

110.26 Spaces About Electrical Equipment. (C) Entrance to and Egress from Working Space. (3) Personnel Doors

Amendment to reference the CBC for additional exit door requirements for electrical equipment room rated 800-amperes or more.

404.4 Damp or Wet Locations. (C) Switches in Tub or Shower Spaces

Amendment to reduce the restriction distance for the installation of receptacles from five feet to three feet horizontally. This aligns with model code language in Section 406.9(C).

517.30 Sources of Power. (B) Types of Power Sources. (3) Battery Systems

Amendment to allow battery systems to be used as an alternate power source.

517.32 Branches Requiring Automatic Connection. (A) Life Safety and Critical Branch Used in a Type 1 EES

Restore the 10-second restoration time for Type 1 life safety and critical branches.

517.34 Critical Branch. (A) Task Illumination, Fixed Equipment, and Selected Receptacles

Amendment for imaging equipment used for diagnostic services of emergency/trauma patients to be powered by the critical branch or equipment branch.

517.44 Connection to Equipment Branch. (B) Delayed Automatic or Manual Connection to the Equipment Branch. 517.44.1 [OSHPD 2, 4 & 5] Connection to Equipment Branch

Amendment to restore the requirement that Type 2 EES equipment branch load listed in Section 517.44(A) must automatically restore to operation at appropriate time-lag intervals following the energization of the life safety branch.

517.123 [OSHPD 1, 2, 3, 4 & 5] Call Systems

(A) General. Added references to the CBC's applicable sections for nurse call systems.

(C) Bath Stations. Changed the mounting height requirements for nurse call system "bath station" devices located at the patient toilets.

700.12 General Requirements. (C) Storage Battery

Amendment to require a storage battery system used as an alternate power source to have the equivalent capacity and operating duration as an equivalent generator set operating on an on-site fuel supply.



CALIFORNIA MECHANICAL CODE – PART 4

Chapter 1 – Scope and Application

Building Standards Commission

104.4.3.1 Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Chapter 655, Statutes of 2018), which became operative January 1, 2019 and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019 to local building departments, state agencies and CBSC interested parties.

State Fire Marshal

1.11.4.4 Fire Clearance Preinspection and 1.11.4.5 Care Facilities

Updated to meet Health and Safety Code Section 13244 and to align with other parts of Title 24 regarding fee structures for Fire Clearance Pre-inspection and Care Facilities.

1.11.6 Certificate of Occupancy

Updated to correlate with the requirements for certificate of occupancy in the CBC.

California Energy Commission

Section 1.1.8 California Energy Code Requirements for Locally Adopted Energy Standards

Amendment clarifies that “local jurisdictions that adopt changes to energy conservation or insulation standards (including energy efficiency measures) may not enforce such changes until the California Energy Commission has made the findings required by Public Resources Code Section 25402.1(h)(2), following the process specified in Section 10-106 of the California Administrative Code.”

Chapter 2 – Definitions

Office of Statewide Health Planning and Development

228.0 Z

ZONE [OSHDP 1, 2, 3, 4 & 5]

New code section has been added. OSHPD has added the definition of Zone to OSHPD 1, 2, 3, 4 & 5 to specify the meaning of this term within Part 4 and reduce confusion.

Chapter 3 – General Regulations

Department of Housing and Community Development

311.2 Air Filters

Repealed amendment in the exceptions referencing the California Energy Code, since the California Energy Commission included this amendment in their rulemaking.

California Energy Commission

Section 311.5 California Energy Code Requirements for Residential Air Filtration

New code section added pointers specifying requirements for outdoor air delivery to occupied spaces where specified in California Energy Code Sections 150.0(m)12 and 160.2(b).

Chapter 4 – Ventilation Air

Building Standards Commission

402.1 Occupiable Spaces

Repealed amendment in the exceptions referencing the California Energy Code, since the California Energy Commission included this amendment in their rulemaking.

Department of Housing and Community Development

405.3 Bathroom Exhaust

Amendment providing a reference pointer to CALGreen (Part 11 of Title 24), Division 4.5, Environmental Quality.

Office of Statewide Health Planning and Development

407.5.1.3 Variable Air Volume

Amendment clarifies that spaces with pressure requirements per Table 4-A shall utilize an automatic modulating damper in the return or exhaust air for each space and that the damper will modulate from full open to minimum position in conjunction with the supply air VAV terminal equipment.

407.6 Economizers

New code section requires that systems with economizers shall include modulating relief and/or return fans to ensure compliance with the pressure requirements of spaces listed in Table 4-A.

420.0 Air Distribution Devices [OSHPD 1, 2, 3, 4 & 5]

New code section requires all air distribution devices and supply air outlets meet ASHRAE 170-2013, Section 6.7.2 and Table 6.7.2. This is consistent with other regulations that address prevention measures to abate disease-causing microorganisms within mechanical systems.

Chapter 6 – Duct systems

Department of Housing and Community Development

601.2 Sizing Requirements

Repealed amendment in the exceptions referencing the California Energy Code, since the California Energy Commission included this amendment in their rulemaking

603.10.1.1 Duct Leakage Tests for Residential Buildings

Repealed amendment in the exceptions referencing the California Energy Code, since the California Energy Commission included this amendment in their rulemaking.

California Energy Commission

Section 601.2.1 California Energy Code Residential Return Duct Sizing Requirements

New code section applicable to new construction and alterations with pointers to California Energy Code Tables 150.0-B and 150.0-C to specify return duct sizing requirements for single return and multiple return duct systems, respectively.

603.9.2.1 Duct Leakage Tests for Buildings that Meet Air Distribution System Duct Leakage Sealing Criteria in Title 24, Part 6

New code section with pointers to the California Energy Code applicable to single-family and multifamily buildings, hotels/motels and nonresidential buildings.

Chapter 9 – Installation of Specific Appliances

Department of Housing and Community Development

911.2.2 In Manufactured Homes and 912.1.1 Prohibited Installations and Exception

HCD does not adopt model code sections 911.2.2 and 912.1.1 to avoid possible conflict and to properly align with CCR, Title 25, and HSC Section 18025 regarding references and standards incorporated by reference for construction of manufactured homes, including decorative gas appliances for installation in fireplaces. HCD has reserved these sections accordingly.

Chapter 11 – Refrigeration

State Fire Marshal

1104.6 Applications for Human Comfort and for Nonindustrial Occupancies

Exceptions 1 and 2 added to allow the use of A2L refrigerant in specific self-contained factory sealed air conditioning units.

Chapter 12 – Hydronics

Department of Housing and Community Development

1217.5.2 Insulation, 1217.7 Wall and Ceiling Panels and 1220.4.5 Insulation

HCD repealed amendments in the exceptions referencing the California Energy Code, since the California Energy Commission included this amendment in their rulemaking for insulation requirements for concrete radiant flooring heated slabs, pipe insulation, and concrete snow melt heated slab floors.

California Energy Commission

1217.7.1 California Energy Code Pipe Insulation Requirements

New code section to reference the California Energy Code Sections 150.0(j)2 and 120.3(c) for pipe insulation requirements based on fluid temperature and pipe diameter. Also, where California Energy Code Table 120.3-A specifies insulation greater than R-12, the higher value is required.

1220.4.5.1 California Energy Code Insulation Requirements for Heated Slab Floors

New code section to reference the California Energy Code Section 110.8(g) and Table 110.8-A for additional insulation requirements for heated slab floors. Also, a higher level of insulation is required for Climate Zone 16, and more detailed requirements for installing insulation are specified in all climate zones.



CALIFORNIA PLUMBING CODE – PART 5

Chapter 1 – Scope and Application

Building Standards Commission

R105.5.1 [Permit] Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Chapter 655, Statutes of 2018), which became operative January 1, 2019 and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019 to local building departments, state agencies and CBSC interested parties

Chapter 4 – Plumbing Fixtures and Fixture Fittings

Building Standards Commission

412.1.4.1 Nonwater Urinals with Drain Cleansing Action

Changed the term from “Urinals, Hybrid.”

Building Standards Commission and Division of the State Architect

Table 4-1 Occupant Load Factor

Co-adopted with BSC, who made the changes during the 2019 Intervening Code Adoption Cycle.

422.1 Fixture count and Table 422.1

Co-adopted with BSC to permit an alternate Table 4-1 (replaced Table A) as an exception which can be used if the jurisdiction has adopted it. In the 2019 edition of the CPC, DSA inadvertently omitted the language. DSA co-adopted the BSC amendment in the statement at the top of Table 422.1 to allow usage of Table 4-1 as an alternate for calculations.

Table A/Table 4-1

Table A is superseded by Table 4-1 which incorporates numerous additions, deletions and revisions for determining plumbing fixture count minimums.

California Energy Commission

401 General

Amended to prevent confusion regarding the interaction between standards for plumbing fixtures and fittings subject to regulation as water-using appliances, and standards for plumbing systems specified in adopted model code language.

Chapters 5 and 6 – Water Heaters and Water Supply and Distribution

California Energy Commission

501 General and 609.12 Residential Fire Sprinkler Systems

Amended to assist readers of the CPC by identifying additional energy efficiency requirements applicable to water heating systems and pipe insulation.

Chapter 6 – Water Supply and Distribution

State Fire Marshal

612.2 through 612.7.2 Water Supply and Distribution

Removed residential fire sprinkler systems from California Plumbing Code, and comply with California Residential Code and California Fire Code.

Chapter 13 – Health Care Facilities and Medical Gas and Vacuum Systems

Office of Statewide Health Planning and Development

1304.1.1 [OSHPD 1, 1R, 2, 3, 4 & 5]

Added a reference to the California Fire Code Chapter 80.

1304.1.2 [OSHPD 1, 1R, 2, 3, 4 & 5]

New exception that a medical gas source system serving only an OSHPD 1R or 3 building may be located within it.

Chapter 15 – Alternate Water Sources for Nonpotable Applications

Department of Water Resources

1505.1 General

Amended this section to clarify the applicability of Section 1505 to landscape irrigation systems using recycled water.

1505.4 Connections to Potable or Recycled Water Supply Systems – Exception (4)

Added an exception for the use of a swivel ell or changeover device to supply potable water to a dual-plumbed system during an interruption in recycled water service.

Chapter 17 – Referenced Standards

Office of Statewide Health Planning and Development

Table 1701.1

Added ANSI/AAMI reference standard for water treatment equipment for hemodialysis applications.



CALIFORNIA ENERGY CODE – PART 6

Please visit the [California Energy Commission's website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview) for Part 6 updates.

[energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview)



CALIFORNIA FIRE CODE – PART 9

Overview

State Fire Marshal

The Office of the State Fire Marshal (SFM) has authority for the building standards in the California Fire Code (CFC). Unless otherwise noted, all updates noted in this section were made by SFM.

The bulk of amendments regarding Energy Storage Systems (ESS) occur in Chapters 1, 2, 9, 12 and Chapter 80, Referenced Standards. SFM repealed California ESS Intervening Code Adoption Cycle amendments and definitions that were early adopted ICC provisions in the 2019 Intervening Code Adoption Cycle, then adopted and replaced with unamended 2021 International Code Council (ICC) model code provisions in several chapters.

The bulk of amendments regarding Type IV construction—tall wood/mass timber and cross-laminated timber—occur in Chapter 7 Section 701.6, Chapter 9 Section 914.3.1.2, and Chapter 33 Section 3303.5, based on changes in model code. SFM repealed California tall wood/mass timber amendments that were early-adopted ICC provisions in the 2019 Intervening Code Cycle, then adopted and replaced with unamended 2021 ICC model code provisions.

Part 9 Chapter	Sections
Chapter 2	202 Definitions MASS TIMBER (CA amended defined term remains)
Chapter 7	Section 701 General 701.6 Owners responsibility (Updated model code references)
Chapter 9	Section 914 Fire Protection Based on Special Detailed Requirements of Use and Occupancy 914.3.1.2 Water supply to required fire pumps. (CA amendment remains)
Chapter 33	Section 3303 Owners Responsibility for Fire Protection. 3303.5 (Adopted model code section and repealed California Section 3308.9)

Chapter 1 – Scope and Application

Building Standards Commission

R105.5.1 [Permit] Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This

amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Chapter 655, Statutes of 2018), which became operative January 1, 2019 and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019 to local building departments, state agencies and CBSC interested parties.

State Fire Marshal

1.11.1 Scope Specified state-occupied buildings

New definition with 11 criteria has been added in response to Senate Bill 85 (Chapter 31, Statutes of 2019) that required the State Fire Marshal to provide a more accurate definition.

1.11.6 Certificate of Occupancy

Amendment referencing CBC Section 105.2 to clarify work exempt from permitting requirements.

105.6.53 Lithium batteries

Amendment to require an operational permit for an accumulation of more than 15 cubic feet of lithium-ion and lithium metal batteries and storage shall comply with new amendments in CFC Section 322.

Chapter 2 – Definitions

CHILD CARE Added a new defined term for child care that is consistent with Title 22 (Social Security) of the California Code of Regulations.

DAY-CARE Amended the defined term day-care to specify the time period for the care of persons is not to exceed 24 hours, and is to be consistent with Title 22.

INFLATABLE AMUSEMENT DEVICE New defined term to specify characteristics of inflatable structures that need to be properly constructed and anchored.

MOBILE FOOD PREPARATION VEHICLES Repealed this term to align with California Code of Regulations Title 25, Housing and Community Development. See Chapter 3 changes below.

PHOTOVOLTAIC (PV) PANEL SYSTEM, GROUND-MOUNTED New defined term to be consistent with references in CBC Chapters 16 and 31, CRC Chapter 3 and CFC Chapter 12.

PHOTOVOLTAIC (PV) SUPPORT STRUCTURE, ELEVATED New defined term for an elevated PV support structure designed with useable space underneath intended for secondary use such as providing shade for motor vehicle parking. Requirements for installation are addressed in CBC Chapters 15 and 16.

TODDLER New defined term to align with the legal definition of toddlers from Health and Safety Code Section 1596.55. By distinguishing age differences, officials will be able to classify the related occupancies based on social services' classifications used for licensing.

Chapter 3 – General Regulations

User Note, Section 301.2 Permits and Section 319 Mobile Food Preparation Vehicles

Repealed model code and references to mobile food vehicles throughout the code to address concerns regarding conflicting jurisdiction requirements between Title 25 and the CFC.

Section 322 Storage of Lithium-ion and Lithium Metal Batteries

Adopted new section to address safety requirements, as well as associated sections in Chapter 4 below.

Chapter 4 – Emergency Planning and Preparedness

403.10.6 Lithium-ion and lithium metal batteries and 403.10.6.1 Mitigation planning

Amendments in these sections address fire safety and emergency action regarding battery storage and mitigation planning in the event of thermal runaway.

Chapter 9 – Fire Protection and Life Safety Systems

Amendments in this chapter address nearly every subsection regarding every occupancy and SFM application.

SFM repealed several California amendments and adopted 2021 IFC model code language for automatic sprinkler systems, energy storage systems, explosion control, venting, and gas detection systems.

Major amendments were made to requirements for compliance with updated NFPA 72 standards in model code regarding solar photovoltaic power systems, portable fire extinguishers and gas detection systems.

907.2.6.4 Group I-4

New section to include the intent of the smoke detection requirements for Group I-4 occupancies with a reference to Section 436.1.

907.2.11.8 Specific location requirements

Modified to address the references based on changes to both the NFPA 72 Standard 29.11.3.4, and the model code regarding smoke alarms and smoke detection systems.

913.1 General

Amend the exception for automatic sprinkler pumps to correlate with the California Residential Code section R313.

Chapter 10 – Means of Egress

1032.2.1.2 Maintenance and 1032.2.1.3 Examination

Adjustments and revisions to address maintenance requirements for fire escapes that have been relocated to Section 1032.

Chapter 12 – Energy Systems

Sections 1202, 1203, 1204, 1205, 1206 and 1207

Repealed, renumbered, amended and carried forward existing amendments in Chapter 12 to adopt updated 2021 IFC model code language.

1207.11.7 through 1207.11.7.3

Section 1207.11.7

Amendments regarding specific appliances, ESS equipment and devices that need protection from impact in a clearly defined area in residential garages and carports.

Figure 1207.11.7.1

Added to illustrate the zones in which a typical residential garage ESS installation would trigger the need for impact protection, following prescriptive barrier and post designs.

Chapter 31 – Tents, Temporary Special Event Structures and Other Membrane Structures

3101.1 Scope

Carried forward existing amendments and added new amendment regarding temporary structures, water filled vessels and inflatable amusement devices.

3103.8.2 Location

Repealed the reference to Title 19 regulations regarding vehicle parking near tents.

3103.9.1 Water Filled Vessels

Amendment requiring the tent manufacturer to provide the documentation permitting use of water filled vessels for anchoring and securing their tents.

Section 3106 Inflatable Amusement Devices

Amendment requiring basic design and safety criterion in accordance with ASTM F2374 for inflatable amusement devices also known as “bounce houses.”

Chapter 38 – Higher Education Laboratories

IFC Chapter 38 is omitted in its entirety to correlate with the California Building Code and amendments regarding the Group L occupancy.

Chapter 49 – Requirements for Wildland-Urban Interface (WUI) Fire Areas

The WUI amendments to the CFC were developed through the Office of the State Fire Marshal WUI task group and collaboration with local fire departments, state agencies, building industry, testing labs, and stakeholders.

The user note under the Chapter 49 title is added to give the code user a general understanding and background information on the development process of the regulations and their application.

4902 Definitions

FIRE-RESISTANT VEGETATION New definition of plants less likely to ignite, contribute heat or spread flame. Also provides a list of resources for more information about these types of plants.

LOCAL RESPONSIBILITY AREA (LRA) Amended to be consistent with language used in rest of the WUI regulations.

4903 Plans

Added to grant authority to local fire officials to require building owners to provide a fire protection plan to mitigate the wildfire hazards that may exist based on a project-specific wildfire hazard assessment that includes considerations of location, topography, aspect, and climatic and fire history.

The fire protection plan shall address fire department access, egress, road and address signage, water supply, fuel reduction and defensible space requirements in accordance with the California Public Resources Code.

4904.3 Local Agency Requirements

New amendment establishes requirements for local agencies to provide information to the public regarding the identification of very high fire hazard severity zones (VHFHSZ) within a 30-day period. Other new requirements in this subsection address local agency responsibilities and duties to develop fire severity zone maps accessible to the general public, as well as requirements to designate by ordinance VHFHSZ.

Section 4906 Vegetation Management

New amendments in this section include additional requirements for the development, identification and maintenance of the vegetation management zones adjacent to structures, as well as design criteria for specific types of fire-resistant and non-fire-resistant vegetation.

4908 Fire Safe Development Regulations & Section 4909 Subdivision Review Survey

New code sections added to comply with AB 2911 (Chapter 641, Statutes of 2018) which requires a survey of local governments every five years to identify existing subdivisions in the state responsibility area (SRA) or VHFHSZ without a secondary egress route. Subsections authorize the Board of Forestry and SFM-specified local

government bodies to make recommendations to include creating secondary access or access road improvements, among other options.

4910 General Plan Safety Element

Added to comply with AB 2911 (Chapter 641, Statutes of 2018) which requires cities and counties to adopt a comprehensive general plan with various elements including a safety element for protection of the community from unreasonable risks associated with various hazards, including wildfires.

Chapter 80 – Referenced Standards

Amended several referenced standards to correlate with model code revisions and new California amendments.

ASTM F2374

Added regarding provisions for inflatable amusement devices.

Appendix P – Community Wildland-Urban Interface (WUI) Fire Hazard Evaluation Framework

Although SFM does not adopt Appendix P statewide in the California Fire Code, when adopted by local jurisdictions and fire districts, this appendix is meant to be a tool to enable communities to collect, assemble and represent the associated risks within a WUI fire area.



CALIFORNIA EXISTING BUILDING CODE – PART 10

Chapter 1 – Scope and Application

Building Standards Commission

R105.5.1 [Permit] Expiration

New section changed permit expiration from 180 days to 12 months. Includes a provision stipulating that every permit shall remain valid if the work on the site authorized by the permit is commenced within 12 months after its issuance. This amendment also allows for permit extensions; the exception being when the work authorized by the permit is determined to have been abandoned. The new code language reflects statutory requirements in Assembly Bill 2913 (Chapter 655, Statutes of 2018), which became operative January 1, 2019 and amended Health and Safety Code (HSC) Section 18938.5(b)(2)(B) and added HSC Section 18938.6 to Building Standards Law.

[CBSC Information Bulletin 19-03](#) regarding permit expiration dates was issued May 23, 2019 to local building departments, state agencies and CBSC interested parties.

Division of the State Architect

1.9.2.1.4 Reference to other chapters and 1.9.2.2.4 Reference to other chapters

Added to redirect references for public schools and community colleges to the applicable “A” chapters of the CBC.

State Fire Marshal

1.11.1 SFM—Office of the State Fire Marshal

Added a definition of Specified State-occupied Building.

1.11.4.4 Fire clearance preinspection and 1.11.4.5 Care facilities

Update the fees that are charged for inspections to meet the requirements of Health and Safety Code Section 13244.

1.11.6 Certificate of Occupancy

Correlated the requirements for certificate of occupancy with the regulations in the California Building Code.

Chapter 2 – Definitions

Building Standards Commission and Division of the State Architect

202 General Definitions

Relocated existing definitions for BUILDING OFFICIAL and ENFORCEMENT AGENCY from Section 318.1 to Section 202.

Division of the State Architect

201 General

Adopted Section 201 (it was not adopted in 2019 CEBC).

201.3 Terms defined in other codes

Amended to reference applicable sections of the California Administrative Code (Part 1 of Title 24) where the definitions contained therein govern.

Chapter 3 – Provisions for All Compliance Methods

Building Standards Commission and Division of the State Architect

Table 317.5 Minimum seismic design performance levels for structural and nonstructural components

Revised table footnote #2 and added footnote #3 to clarify that there are two alternate compliance paths in addition to the criteria presented in the table.

317.8 ASCE 41 Chapter 14

Coordinated with the latest version of referenced standard ASCE 41.

319.7 Prescriptive selection of the design method

Revised Subsection 319.7.2 to clarify the condition triggering Method B approach based on building irregularities.

319.10 Structural observation, testing and inspection

Revised the language to coordinate with associated regulations in Chapter 17 of the California Building Code and repeal redundant and/or contradictory regulations.

Building Standards Commission

318 Definitions

Relocated BUILDING OFFICIAL and ENFORCEMENT AGENCY definitions to Chapter 2 and repealed the rest of the definitions from Section 318.1 except ADDITION, ALTERATION, and REPAIR.

Division of the State Architect

318 Definitions

Relocated BUILDING OFFICIAL and ENFORCEMENT AGENCY definitions to Chapter 2 and repealed the rest of the definitions from Section 318.1 except for REPAIR. Added reference to applicable sections of California Administrative Code (Part 1), where the definitions contained therein govern.

319.1 Basis for evaluation and design

Revised Exception 2 to restore original intent and update for compatibility with current code adoption cycle. As originally authored, Exception 2 was intended to apply to the conversion of a nonconforming building to use as a school building in accordance with Section 4-307 of Part 1. It was not intended to apply to the rehabilitation of an

existing school building when required by Section 4-309(c) of Part 1. Restored the phrase “as it was adopted by the governing jurisdiction” to make clear that the previous code is permitted to be used as originally applied rather than requiring compliance with its DSA-SS or DSA-SS/CC amendments (e.g., the “A” chapters).

321.2.3 Peer review

Added language to align with the current practice of review and approval by the California Geological Survey. This updates regulations to reflect the current requirements for seismic ground motion records used in time history analysis.

Office of Statewide Health Planning and Development

Because several sections were added to the IEBC, OSHPD sections in Chapters 3 and 3A were relocated and renumbered.

312.3.3.2 (formerly 309.3.3.2) Psychiatric nursing service

Amended existing language to replace 1224.31 with Section 1228 for psychiatric nursing service. Section 1224.31 applies to medical psychiatric services and is not acceptable for an OSHPD 1R building.

304A.3.4.5 (formerly 303A.3.4.5) SPC-4D using ASCE 41

Replaced entire section on seismic separations in ASCE 41-13 to be more consistent with the initial intent of the change and current inventory of SPC-3 and higher buildings, at the same time ensuring adequate level of safety from collapse of the adjacent building due to potential pounding impacts.

304A.3.5.9 ASCE 41 Section 8.4.2.3.2.1

Added new section for foundations modeled as a fixed base or a flexible base.

304A.3.5.13 ASCE 41 Section 10.12.3

Added new section to modify ASCE 41 Section 10.12.3 and provide a new exception to this section.

Chapter 5 – Prescriptive Compliance Method

Building Standards Commission

502.1 General

Repealed the language requiring Sections 502.4 and 503.3 be replaced by the requirements of Sections 317 through 322. Sections 502.4 and 503.3 have been adopted by BSC since 2016.

Chapter 16 – Referenced Standards

State Fire Marshal

Added amendments to the adopted and referenced NFPA 13R and NFPA 72 standards from the California Fire Code, so the same information is found in both codes.

Division of the State Architect

Adopted Supplement 3 of ASCE 7 in addition to Supplement 1, which is already adopted by the model code.

Office of Statewide Health Planning and Development

Adopted ASCE 7-16 Supplement 3 for **OSHDP 1, 1R, 2, 4 and 5**. Adopt ASCE 41-17 Supplement 1 for **OSHDP 1R, 2, 4 and 5**.

Department of Housing and Community Development

HCD proposed editorial changes only with no intended change in regulatory effect, such as moving existing amendments following model code changes. Example: carbon monoxide alarm requirements were moved from Chapter 5 to Chapter 3.



CALIFORNIA GREEN BUILDING STANDARDS CODE – PART 11

Chapter 2 – Definitions

Building Standards Commission (BSC), Division of the State Architect (DSA), Department of Housing and Community Development (HCD)

AUTOMATIC LOAD MANAGEMENT SYSTEMS – ALMS (BSC, DSA, HCD) Added to clarify the term as used within CALGreen and in the EV charging industry and refers to ALMS which is allowed for use by the California Electrical Code.

ELECTRIC VEHICLE (EV) CAPABLE SPACE (BSC, HCD, DSA) Added to clarify the term as used within CALGreen and in the EV charging industry and refers to a space which has capability or infrastructure to facilitate future EV charging.

ELECTRIC VEHICLE (EV) READY SPACE (HCD) Added to clarify the term as used within CALGreen and in the EV charging industry and refers to a space which is ready for EV charging and equipped with a receptacle or charger.

LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) (HCD) Added to residential sections of CALGreen and clarifies that the new term as used within Sections 4.106.4.2. and A4.106.8.2.1 refers a Level 2 EV charger and supporting electrical equipment.

LOW-POWER LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE (HCD) Added to residential sections of CALGreen to clarify the electrical requirements for this type of receptacle as required in Sections 4.106.4.2.1 and 4.106.4.2.2.

ZERO-EMITTING AND HIGH-EFFICIENT VEHICLES (BSC, DSA) Amended from “Low-Emitting and Fuel-Efficient Vehicles” to “Zero-emitting and High-efficient Vehicles.”

OFF-STREET LOADING SPACES (BSC, DSA) Added to align with the new code language for EV charging for medium-duty and heavy-duty vehicles.

NONWATER URINAL WITH DRAIN CLEANSING ACTION (BSC, HCD, DSA) Amended from “Urinal, Hybrid” to “Nonwater Urinal with Drain Cleansing Action” to align terminology with the California Plumbing Code; no change in regulatory effect.

Chapter 4 – Residential Mandatory Measures

Department of Housing and Community Development

HCD repealed various existing code sections and provisions to reformat, modify, and adopt new sections addressing EV charging for multifamily buildings, and hotels and motels.

4.106.4 and subsections. EV charging for new construction

Expanded EV charging requirements to installation of EV charging receptacles and EV chargers (EVSE).

- Modified Exception 1 to address situations in which there is no local utility power supply or when the local utility is unable to supply adequate power.
- Repealed references to specific dollar amounts for exceptions due to variations in utility costs based upon locations.
- Included an exception related to adverse impact to construction cost of a project, similar to the provision for nonresidential EV charging.

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities

New regulation to clarify that calculations for EV spaces are to be rounded up to the nearest whole number and EV spaces to be counted as parking spaces only for the purposes of meeting parking space requirements at the local level (Vehicle Code Section 22511.2).

4.106.4.2.1 Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms

New regulation requiring that ten percent of the total number of parking spaces on a building site support future Level 2 EVSE, the installation of EV ready spaces for twenty-five percent (25%) of the total number of parking spaces equipped with low power Level 2 EV charging receptacles, and clarification that no more than one receptacle must be installed per dwelling unit.

4.106.4.2.2 Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms

New regulations requiring that ten percent (10%) of the total number of parking spaces on site support future Level 2 EVSE; the installation of EV-ready spaces for twenty-five percent (25%) of the total number of parking spaces equipped with low power Level 2 EV charging receptacles; and five percent (5%) of the total number of parking spaces shall be equipped with Level 2 EVSE. The use of an ALMS is allowed when low-power Level 2 EV charging receptacles or Level 2 EVSE are installed beyond the minimum required.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS)

Added requirements for space location and dimensions, with a reference to the California Building Code to address accessibility.

4.106.4.2.3 EV space requirements

Amended requirements for single and multiple EV spaces, and added a requirement for EV-ready space signage.

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings

Expanded EV charging infrastructure for additions and alterations triggered when new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered, and the work requires a building permit. The new regulation requires that 10 percent (10%) of the total number of parking spaces being added or altered be EV capable to support future Level 2 EVSE.

4.410.1 Operation and maintenance manual

Amended existing Item 11 to add Department of Forestry and Fire Protection, and added a new Item 12 to require that the operation and maintenance manual contain information and/or drawings identifying the location of grab bar reinforcements.

Chapter 5 – Nonresidential Mandatory Measures

Building Standards Commission and Division of the State Architect

5.106.5.2 Designated parking for clean air vehicles

Repealed the mandatory requirement for designated parking for clean air vehicles.

5.106.5.3 Electric vehicle (EV) charging and subsections

Amended to increase the EV capable space percentages and add a new requirement for installed Level 2 or DCFC chargers.

5.504.4.7 Thermal insulation

Relocated thermal insulation from voluntary to mandatory and added verification of compliance.

5.504.4.8 Acoustical ceilings and wall panels

Relocated acoustical ceilings and wall panels from voluntary to mandatory along with verification of compliance.

Building Standards Commission

5.106.5.4 Electric vehicle (EV) charging: medium-duty and heavy-duty and subsections

Added new regulations for electric vehicle charging readiness requirements for new construction of warehouses, grocery stores and retail stores with planned off-street loading spaces.

Division of the State Architect – Structural Safety

5.506.3 Carbon dioxide (CO₂) monitoring in classrooms

Added new requirement for carbon dioxide monitors in classrooms only in new building construction, and not alterations and additions.

5.106.12 Shade trees and subsections

Amended exceptions for surface parking and hardscape areas to provide clarity that excepted play areas for organized sports activities, such as basketball courts, are removed from the total area calculation of the hardscape areas on the campus.

Chapter A4 – Residential Voluntary Measures

California Energy Commission

A4.2 Energy efficiency

A4.201.1 Scope

Updated and provided a new web link to the CEC website.

A4.203.1.1 Hourly source energy design rating (EDR1) and Table A4.203.1.1

Updated for EDR1 margins for climate zones.

A4.203.1.2.3 HERS – Verified compact hot water distribution system and

A4.203.1.2.4 HERS – Verified drain water heat recovery

Amended to add details for compliance.

A4.203.1.2.5 High performance vertical fenestration, A4.203.1.2.6 Heat pump water heater demand management, A4.203.1.2.7 Battery storage system controls and A4.203.1.2.8 Heat pump space and water heating

Added as prerequisite options to standardize phrasing to remove unneeded references to HERS verification and to apply a broader range of equipment types and construction performance approaches to meet the overall requirements.

A4.203.1.3 Performance standard (repealed), A4.203.1.3.1 Tier 1 (repealed), A4.203.1.3.2 Tier 2. (repealed) and A4.203.1.3 Consultation with local electric service provider (renumbered)

Sections repealed and amended to remove reference to CALGreen tiers and to recommend consultation with a local electric service provider for jurisdictions considering reducing the Energy Design Rating (EDR) target when using solar PV systems larger than required by the California Energy Code.

Chapter A5 – Nonresidential Voluntary Measures

Building Standards Commission

A5.106.5.1.1, A5.106.5.1.2, Table A5.106.5.1.1 and Table A5.106.5.1.2 Designated parking for clean air vehicles

Amended the Tier 1 and Tier 2 voluntary requirements and repealed Tables A5.106.5.1.1 and A5.106.5.1.2.

A5.106.5.3.1 and A5.106.5.3.2 Electric vehicle charging

Increased voluntary EV capable space percentages.

A5.303.4.1 Nonwater urinal with drain cleansing action

Amended to align with the new definition and California Plumbing Code.

A5.504.4.8 Thermal insulation

Amended to move Tier 2 requirements to Tier 1 (Tier 1 moved to mandatory) and verification of compliance was renumbered to A5.504.8.1.

A5.6 Voluntary Tiers and CALGreen Verification Guidelines

Amend checklists affected by proposed mandatory and voluntary updates.

California Energy Commission**A5.201.1 Scope**

Updated and provided a new web link to the CEC website.



CALIFORNIA REFERENCED STANDARDS – PART 12

Building Standards Commission

Cross Reference Table

Amended the chapter titles and associated sections in Title 24. This table serves as a non-regulatory aid to the code user.

State Fire Marshal

Chapter 12-7A, Materials and Construction Methods for Exterior Wildfire Exposure

Repealed ignition-resistant material SFM Standard 12-7A-5.





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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Megan McKenna, BNRC Commissioner
MEETING DATE: November 2, 2022
SUBJECT: Climate Action and Adaptation Plan *This item was continued from 10/19/2022.*
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive presentation and provide direction.

DISCUSSION

The sustainable projects, actions, and accomplishments in the City Pacific Grove set our community on an ideal path to develop a more formal and strategic Climate Action and Adaptation Plan. The BNRC Climate Action Subcommittee, in collaboration with Sustainable PG, prepared this outline for how the City might move forward with a plan and identified priority actions for consideration. The attached document is a concept review for the City of Pacific Grove’s Climate Action and Adaptation Plan. The Sub Committee is seeking input from the community and the City Council as the commission progresses towards the development of a plan.

OPTIONS

Do nothing.

FINANCIAL IMPACT:

There is no fiscal impact by receiving the report.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Presentation
Concept Plan



City of
PACIFIC GROVE

Climate Action and Adaptation Planning

City of Pacific Grove

October 19, 2022

Presentation by BNRC Subcommittee on Climate Action

Timeline



April 2020

SPG met with Mayor

Sustainable Pacific Grove (SPG) urged the mayor to take more action and talked about the Climate Change Crisis Declaration SPG will bring to the council for their consideration

January 2021

SPG presented to City Council

Sustainable Pacific Grove (SPG) asked the City of Pacific Grove to proclaim a Climate Emergency Resolution and to commit to a series of actions

Council recommend the document **go through BNRC review**

February 2022

BNRC subcommittee research and planning

The subcommittee researched CAAP and met with council members

Based on this, the subcommittee decided to proceed with a **concept review** to present to the city council after review and approval by BNRC

April 19, 2022

BNRC review and approval

McKenna motioned for the commission to approve this document and have it **forwarded to council to review and commit** to the climate action planning. Ingram 2nd. Approved 6-0.

April 24, 2022

Clarified request to city council

- (1) Commit to initial planning CAAP
- (2) Integrated into the updates to the General Management Plan
- (3) Develop a website that summarizes city actions related to CAAP

(text shortened)

Overview of Concept Review

1. Summary of the urgency and justification for undertaking climate action planning in the City of Pacific Grove
2. List of city activities that show City's commitment to climate action
3. Specific recommendations from BNRC

Specific Requests

- (1) **Commit to initial planning** for a Climate Action and Adaptation Plan (CAAP). This would include establishing a budget, projected timeline for planning, implementation, and evaluation, and options to secure funding. To facilitate this initial planning, we recommend establishing a committee composed of city staff, elected officials, local business representatives, and members of the public.
- (2) Request that CAAP be integrated into the updates to the General Management Plan.
- (3) Develop a website that summarizes actions the city is taking towards climate action planning with the purpose of learning from what we have already done in our community. This would expand on this list we initially presented by the BRNC and could expand to include a survey of city departments on what they are doing.

Concept Review for City of Pacific Grove Climate Action and Adaptation Plan

Cities worldwide are creating specific and measurable climate action goals by committing to a series of actions— as part of the U.S. Conference of Mayors' Climate Protection Agreement. The City of Pacific Grove is a member of this agreement and needs to join the efforts with strategic and actionable goals based on the following facts:

- The Intergovernmental Panel on Climate Change's (IPCC) most recent report indicates that global warming and the melting of the Arctic ice caps are happening at a faster rate than previously anticipated, and it stresses the urgency of reducing greenhouse gas (GHG) emissions* in order to limit global warming to 1.5 degrees Celsius going forward.
- NOAA reports that the rising ocean acidity off the coast of California (twice the rate of the global average) caused by GHG emissions threatens the shellfish and other species in Monterey Bay. This represents a grave threat to our local economy.
- The Paris Climate Agreement adopted by the United Nations specifically identifies the importance of local governments in the role of environmental protection via aggressive policies and programs that reduce our GHG emissions while promoting a 21st century economy.
- The Coastal Commission has identified several areas of concern for climate change specific to the coastal zone including: storms and flooding; coastal erosion and loss of sandy beaches; coastal habitats; marine ecosystems; land use planning decisions; and shoreline access. Pacific Grove has approximately 458 acres of land within the coastal zone (City of Pacific Grove Climate Change Vulnerability Assessment, 2015¹).
- Cities, including Pacific Grove, will face tremendous financial losses due to the projected sea level rise, the intensity of storms, drought, wildfires and coastal flooding, linked to rising global temperatures caused by GHG emissions. Business and private properties are also at risk.
- The Pacific Grove community, led by the Beautification and Natural Resource Commission and Sustainable Pacific Grove, is encouraging the City to develop and implement a sound climate action plan.
- Pacific Grove's City Council priorities call for environmental stewardship through adoption and development of policies and ordinances that preserve and protect the environment.

¹ Documents available upon request

Summary of City of Pacific Grove Climate Actions

The City of Pacific Grove has initiated, and in many cases completed, a number of projects to address the climate crisis. While these projects are not part of a formal climate action plan, they highlight the City's commitment to climate action in our community. We wanted to showcase these projects as an initial step in developing a city climate action plan. Below is a list of projects identified by BNRC.

Energy Saving

1. LED streetlight upgrade (completed 2018)
2. Community engagement to achieve energy efficiency through Heros Program, energy efficiency rebates, guidelines and online resources
3. Installation of solar street lighting (2021, 2022)

Sustainable Transportation

1. Proposal for electrification of city fleet (began 2015)
2. Installation of electric vehicle charging stations (began 2020))

Water Conservation

1. Replacement of potable irrigation system to recycled water (2017)
2. Updated storm water collection system (2018)
3. Rainscape Rebate Program for low impact development projects

Waste Management

1. Reduction of single use plastic bags (2015)
2. Reduction of disposable food service ware (2019)
3. Installation of water bottle refilling stations (2022)
4. Household organic waste collection (2022)

Natural Resources Protection and Restoration

1. George Washington Park restoration and tree planting (began 2019)
2. Shoreline Management Plan (completed 2020)
3. Coastal Wildlife Protection Advisory Committee Report recommendations (proposed 2021)
4. Update Monarch Habitat Management Plan (proposed 2021)
5. Review and update to Trees and Urban Forest Municipal code (initiated in 2022)

Other Related Accomplishments

1. Climate Change Vulnerability Assessment (2015)
2. County of Monterey Greenhouse Gas Inventory (2022)

Awards

1. **Beacon Platinum Award** for reduction of GHG emissions (2018-2020)
2. **Beacon Silver Award** for sustainability best practice activities (2018), energy savings (2019), and vanguard award (2020)
3. Storm water capture system awarded **Ocean Hero** award from Monterey Bay Aquarium (2019) and **Project of the Year** award from American Public Works Association (APWA) Monterey Bay Chapter (2022)

Recommendations

The sustainable projects, actions, and accomplishments in the City Pacific Grove set our community on an ideal path to develop a more formal and strategic Climate Action and Adaptation Plan. The BNRC Climate Action Subcommittee, in collaboration with Sustainable PG, prepared this outline for how the City might move forward with a plan and identified priority actions for consideration. Specifically, the BNRC and SPG recommend developing a Climate Action and Adaptation Plan.

Climate Action and Adaptation Plans (CAAP) involve conducting an inventory of greenhouse gasses (GHG)*, setting reduction targets**, identifying priority actions, creating a plan for implementing actions and monitoring changes. A CAAP will keep our community on track for realizing reduction goals for our priority actions and monitoring success through annual inventory comparisons. By working in conjunction with Local Governments for Sustainability and other appropriate organizations, the city can track implementation and progress of the climate action plan, as well as consider equitable distribution of services to ensure that those who will be most greatly impacted by the effects of changing climate are not left behind. See [City of Watsonville's CAAP](#) and [Santa Cruz](#) as example CAAPs.

In order to meet the City's climate goals, the listed priority actions include three types of initiatives:

Climate action refers to actions taken to reduce emissions. Examples include transitioning to low-carbon energy sources, such as solar or wind energy.

Climate adaptation, on the other hand, refers to preparing for the impact climate change is already having on our communities, such as increased droughts, wildfires, and flooding.

Climate restoration consists of goals and actions that draw excess carbon out of the atmosphere and help restore balance to ecological systems, such as tree-planting and regenerative agricultural practices.

This initial list of **climate actions, adaptation, and restoration** activities will be built upon as we acquire data from our GHG inventory, develop our CAAP, and identify priorities and needs of the community.

Climate actions to reduce GHG emissions:

- Complete a city-specific inventory of greenhouse gas to inform actions. These results build on the AMBAG Energy Watch energy assessments of all city facilities and complement the recent [Monterey County GHG Inventory](#);
- Enhance transportation options such as bicycle trails, carpooling and public transit;
- Increase the use of clean alternative energy, including installation of solar panels on appropriate city infrastructure;

- Make energy efficiency a priority through building code improvements, retrofitting City facilities with energy efficient lighting and heating and urging employees to conserve energy;
- Purchase only Energy Star equipment and appliances for City use;
- Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
- Electrify municipal vehicles when feasible or increase the fuel efficiency of fleet vehicles;
- Educate, promote, and encourage the community (business and private, and schools) to reduce GHG emissions with the above actions;

Climate adaptation to prepare for impact of climate change:

- Initiate an Eco-tourism committee with representation from each tourism sector of hospitality, leisure activity, and travel;
- Reconsider coastal structures and trails based on the findings of the 2015 City of Pacific Grove Climate Change Vulnerability Assessment, and the Shoreline Management Plan;
- Incorporate principles of equity in planning, design, and implementation;

Climate restoration to draw excess carbon out of the atmosphere and to restore ecological balance:

- Maintain a healthy urban canopy and promote tree planting;
- Practice and promote a sustainable ecosystem by eliminating toxic pesticides (herbicides, insecticides, and rodenticides) and supporting natural, nontoxic methods of pest management on city property;
- Enhance the persistence of cultural practices with a focus on preserving the ecosystems that are integral to local Tribal communities.

** An inventory of GHG emissions requires measurement of energy used (electricity, natural gas, gasoline/miles driven) and waste generated (landfill, yard waste, recyclables and compostable biowaste), using available metrics and a conversion factor into GHG emissions for each, and segregating these measurements by sector (municipal, business, private). Water usage should also be inventoried.*

*** For simplicity and clarity, greenhouse gas emission reduction is used as the method of addressing the damaging effects of global climate change. In the U.S. Mayors' Climate Protection Agreement, terms like climate disruption, reducing global warming pollution, greenhouse gas emission reduction, and emissions reduction are interchangeably used. Reduction of greenhouse gas emissions can be achieved by consuming less energy and producing less waste, both of which save money.*



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Susan Meyers, BNRC Commissioner
MEETING DATE: November 2, 2022
SUBJECT: Single Use Plastic Code Revisions *This item was continued from 10/19/2022.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive presentation and provide direction.

DISCUSSION

On November 7, 2019, Council approved amendments to Chapters 11.98 and 11.99 of the municipal code regarding prohibitions on single-use plastics and food packaging, which were to be initiated on April 22, 2020.

Awareness outreach and alternate resources had been given via business and community meetings and in-person business contact. The outreach was a joint effort of the City of Pacific Grove Public Works, The Chamber of Commerce and local volunteer NGOs (Communities for Sustainable Monterey County, Monterey Bay Aquarium, and Monterey Regional Stormwater Education Alliance).

While Chapter 11.98 of the code is in effect, enforcement has been limited due to COVID19. The BNRC Recycling and Litter Reduction Subcommittee proposes several amendments to Chapter 11.98 to be voted on and approved before proceeding with the re-initiation and enforcement. The proposed amendments are described below and shown illustrated on the red-lined draft of Chapter 11.98.

11.98.0301.

1. Change the minimum requirement of carryout paper bags from 100% to 75% recycled material.
2. Offer paper only at checkout for the cost of \$0.25. All reusable plastic bags, including the 4ml plastic bags, are sold separately and priced similarly.
3. Allow compliant paper bags for carryout of wet items, pharmacy, cards, etc.

11.98.0351.

1. Prohibit bioplastic PLA and allow non-plastic recyclable packaging such as aluminum and glass
2. Regarding straws: Remove SUD (which includes single-use paper straws) from the restriction and replace with SUP. Use SUD/SUP consistently throughout the codes

3. Food service providers will charge a take-out fee for take-out containers, not to exceed \$1.00 per order, but including a fee \$0.25 per for each to go cup to cover the difference in cost from SUDs

11.98.050

BNRC recommends suspending enforcement of dry cleaner film prohibition until further notice. The subcommittee would also ask for suspension of enforcement to the dry cleaner bags portion of the codes until further notice due to constraints on alternatives and current strain on the dry cleaner businesses.

Additionally, include prohibition of balloons and all types of confetti in the Ordinance. Amend all Use/Event permits to clearly include the prohibition and communicate the restrictions more visibly on the permit application and website. Enforce collection of cleaning deposit and consider increasing the amount of the deposit.

Prior to policy changes, it is the recommendation that a public outreach campaign occur within the business community that will be effected.

OPTIONS

Do nothing and keep the code as is.

FINANCIAL IMPACT:

There is no fiscal impact by receiving the report

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Presentation

Draft changes

SINGLE USE PLASTIC ORDINANCE

RECOMMENDATION

The BNRC recommends amendments to Chapters 11.98 and 11.99 of the municipal code regarding prohibitions on single-use plastics (the “Ordinance”) and submits this presentation and attendant materials to the City Council for its consideration.

AMENDMENT 11.98.030

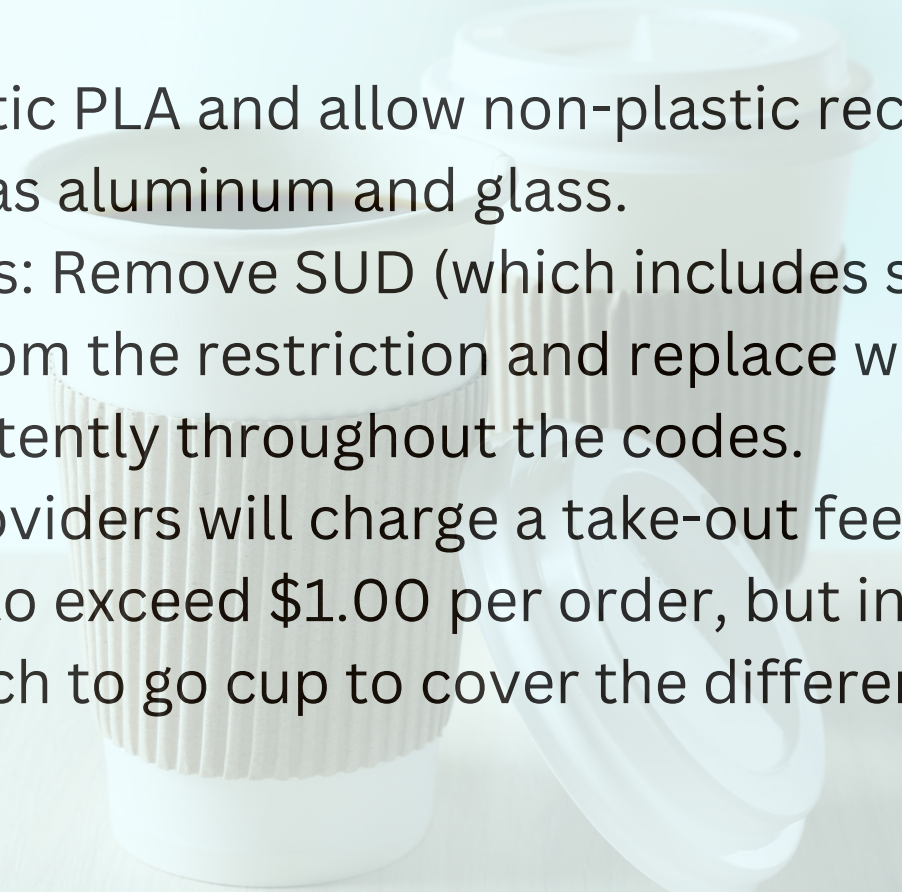
11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.

1. Change the minimum requirement of carryout paper bags from 100% to 75% recycled material.
2. Offer paper only at checkout for the cost of \$0.25. All reusable plastic bags, including the 4ml plastic bags, to be sold separately and priced similarly.
3. Allow compliant paper bags for carryout of wet items, pharmacy, cards, etc.



Amendment 11.98.035

11.98.035 Ban on single-use disposable food serviceware

- 
1. Prohibit bioplastic PLA and allow non-plastic recyclable packaging such as aluminum and glass.
 2. Regarding straws: Remove SUD (which includes single-use paper straws) from the restriction and replace with SUP. Use SUD/SUP consistently throughout the codes.
 3. Food service providers will charge a take-out fee for take-out containers, not to exceed \$1.00 per order, but including a fee \$0.25 per for each to go cup to cover the difference in cost from SUDs.

DRY CLEANER CONSIDERATION

11.98.050 Enforcement

1. Vote to suspend enforcement of dry cleaner film prohibition until further notice.



BALLOONS AND CONFETTI

1. Include prohibition of balloons and all types of confetti in the Ordinance.
2. Amend all PG Use/Event permits to clearly include the prohibition and communicate the restrictions more visibly on the permit application and website.
3. Enforce collection of cleaning deposit and consider increasing the amount of the deposit.



Chapter 11.98 REDUCTION OF SINGLE-USE PLASTICS

Sections:

- 11.98.010 Purpose and findings.
- 11.98.020 Definitions.
- 11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.
- 11.98.035 Ban on single-use disposable food service ware.
- 11.98.040 Ban on single-use amenities by lodging providers.
- 11.98.045 Implementation.
- 11.98.050 Enforcement.
- 11.98.055 Exemptions.

11.98.010 Purpose and findings.

- (a) It is the intent of the city of Pacific Grove in enacting this chapter to eliminate the use of single-use plastics, to encourage the use of reusable or compostable products by consumers, food and lodging providers, and retail establishments, and to reduce the consumption of single-use plastics in general.
- (b) By promoting compostable materials and reusable products, the city positions itself to meet state mandated waste diversion targets.
- (c) Single-use disposable packaging and food ware (SUDs) are a major contributor to street litter, ocean pollution, marine and other wildlife harm, and greenhouse gas emissions.
- (d) Plastics in waterways and oceans break down into smaller pieces known as microplastics, which are not biodegradable and are present in most of the world's oceans.
- (e) Among other hazards, plastic debris attracts and concentrates ambient pollutants in seawater and freshwater, which can transfer to fish, other seafood and salt that are eventually sold for human consumption.
- (f) The city finds that the addition of this chapter to the municipal code qualifies as a regulation for the protection of natural resources and the environment as defined by the California Environmental Quality Act (CEQA). [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.020 Definitions.

For the purposes of this chapter, the following definitions apply:

“Affordable” means that a compostable product may cost up to 15 percent more than the purchase cost of the nonbiodegradable, non-compostable or nonrecyclable material.

“ASTM standard” means meeting the standards of the American Society for Testing and Materials International Standards D6400, as may be amended.

“Biodegradable” means the ability of organic matter to break down from a complex to a simpler form through the action of bacteria or to undergo this process.

“BPI” means Biodegradable Product Institute.

“City contractor” means any person or entity that has a contract with the city for work or improvement to be performed, for a franchise, concession, for grant moneys, goods and services, or supplies to be purchased at the expense of the city.

“City facility” means any building, structure, street, park, open space, golf links, or vehicle owned and operated by the city, its agents, and departments.

“Compostable” means a material that meets BPI certified standards or undergoes degradation by biological processes during composting to yield carbon dioxide (CO₂), water, inorganic compounds, and

biomass within a nominal time frame. Compostable food service ware must be clearly labeled compostable in accordance with California Public Resources Code Section 42357 et seq., as may be amended, and all state and federal labeling laws pertaining to the identification of compostable products.

“Disposable” means products intended for single or a limited number of uses, used in the restaurant, food service and retail industries.

“Exempted uses” means those points of sale or delivery sales that have received a special exemption through the city manager or designee.

“Food service provider” means any restaurant or vendor located or providing food within the city that provides prepared food for public consumption on or off its premises and includes without limitation any store, shop, sales outlet, restaurant, grocery store, supermarket, delicatessen, catering truck, special events vendor, or vehicle, or any other person who provides prepared food; and any organization, group or individual which regularly provides food as a part of its services.

“Food service ware” means products used by a food service provider or in the food service industry for serving or transporting prepared ready-to-consume food or beverages. This includes but is not limited to plastic plates, straws, cups, lids, bowls, utensils, stirrers, beverage plugs, trays and hinged or lidded containers. This does not include single-use packaging for unprepared foods.

“Lodging provider” means any hotel, motel, bed and breakfast inn, short-term rental, or any other establishment that provides overnight lodging.

“Person” means an individual, business, event promoter, special events vendor, trust, firm, joint stock company, corporation, nonprofit, including a government corporation, partnership, or association, and public or private school.

“PLA” (polylactic acid or polylactide) means a biodegradable and bioactive thermoplastic aliphatic polyester derived from renewable biomass, typically from fermented plant starch such as from corn, cassava, sugarcane or sugar beet pulp.

“Plastic” means a material derived from either petroleum or a biologically based polymer, such as corn or other plant sources.

“Plastic bag” or “plastic carryout bag” means a single-use carryout bag of any size that is provided at point of sale to customers by a retail establishment or food provider. Plastic bags include non-compostable carryout bags. After December 31, 2020, this definition shall include “dry cleaning film bags.”

“Point of sale” means a physical or virtual place where sales transactions are made, typically a cash register, check stand or online shopping cart.

“Polystyrene foam” includes expanded polystyrene that is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blown molding (extruded foam polystyrene). This includes but is not limited to polystyrene foam plate, bleached paperboard plate with low density polyethylene coating and bleached paperboard plate with polystyrene coating.

“Prepared food” means food or beverage prepared for consumption on the food provider’s premises, or elsewhere, using any cooking or food preparation technique. This does not include any raw uncooked meat, fish or eggs unless provided for consumption without further food preparation. This does not include food prepared and packaged outside the city.

“Recyclable” means any material that is accepted by the city recycling program, including, but not limited to, paper, glass, aluminum, cardboard and plastic bottles, jars and tubs. Recyclable plastics comprise those plastics coded with the recycling symbols Nos. 1 through 5.

“Recycled paper bag” means a bag that contains no old growth fiber and is made up of 100 percent post-consumer recyclable materials, and has printed in a highly visible manner on the outside of the bag the words “100 percent Compostable.”

“Restaurant” is defined as a food provider doing business in the city whose principal business is the sale of prepared food for consumption either on or off premises, which includes a restaurant, cafe, bakery, food cart, take-out establishment, home kitchens, delicatessen, or catering truck.

“Retail establishment” or “retail store” means all sales outlets, stores, shops, vehicles, nonprofits, resale businesses or other places of business located within the city that operate primarily to sell or convey goods directly to the ultimate consumer.

“Reusable” means designed or intended for more than a single use or few uses, or intended for reuse, in contrast to disposable.

“Reusable bag” means any bag with handles that is specifically designed and manufactured for multiple reuse, and is either: (1) made of cloth or other washable woven fabric; or (2) made of durable material that is at least 4.0 mils thick that can be cleaned or disinfected at least 125 times. A reusable bag may be made of recyclable plastic such as high-density polyethylene (HDPE), low-density polyethylene (LDPE), or polypropylene.

“Single-use amenities” means plastic containers less than eight ounces in size that contain personal care products intended to be applied to or used on the human body in the shower, bath or any part thereof, and includes body wash, lotion or hair products provided by lodging providers.

“Single-use carryout bag” is defined as a bag, other than a reusable, recyclable bag, or compostable bag, provided at the point of sale for the purpose of transporting food or merchandise out of the establishment. Single-use carryout bags include bags, without handles, provided to the customer to (1) transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; or (3) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.

“Single-use plastics” or “SUPs” means single-use carryout plastic bags or containers that are provided at the point of sale to customers. These typically include plates, cutlery, cups, lids, straws, “clamshells” and other containers, as well as products with plastic lining. This also includes single-use amenities.

“Special events promoter” means an applicant for any special events permit issued by the city or any city employee(s) responsible for any city-sponsored or organized special event.

“Straw” means a tube through which beverages, slurries, smoothies, and similar ingestible products may be ingested by the consumer.

“SUDs” means single-use disposable packing and food service ware. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.

(a) No retail establishment, dry cleaner, laundry service, food service provider, or lodging provider shall provide single-use plastics or plastic bags to customers at the point of sale, except as permitted in this chapter.

(b) No city contractors, special events promoters, or their vendors, while performing under contract or permit within the city limits, shall provide single-use plastics or plastic bags to customers at the point of sale.

(c) Paper carryout bags provided to customers shall contain a minimum of ~~75+00~~ percent post-consumer recycled paper fiber and must be certified compostable as defined in this chapter.

(d) Retail establishments shall charge a minimum ~~25+0~~-cent fee for each paper carryout bag provided to customers at the point of sale. Retail establishments shall keep annual records of paper bag distribution to be made available to the city manager or designee upon request. From time to time, the city may review the annual records of paper bag distribution to ensure the effectiveness of these regulations.

(e) The charge imposed pursuant to this chapter shall not be charged to customers participating in the California Special Supplemental Food Program for Women, Infants, and Children, the State Department of Social Services food stamp program, or other government-subsidized purchase programs for low-income residents.

(f) Bags used to protect wet items or for carry-out protection must be made of BPI compliant materials ~~or compliant paper materials~~. This includes bags to protect bottles, bags around meat, produce, ice cream or other wet items, bags to weigh candy, pharmacy bags, or bags to protect greeting cards.

(g) Retail establishments are strongly encouraged to make reusable bags available for sale to customers at a reasonable price. ~~4ml plastic bags shall be treated as other reusable bags, sold separately and priced accordingly.~~

(h) Retail establishments shall indicate on the customer transaction receipt the number of paper carryout bags provided, and the total amount charged.

(i) It shall be a policy of the city that retail establishments located outside the city shall not package any nonfood product in a container that utilizes polystyrene foam, both block polystyrene or packaging peanuts, or purchase, obtain, keep, distribute or sell for home or personal use, or give, or otherwise provide to customers any packaging that utilizes polystyrene foam. The city shall promote and require elimination of all ~~SUDSUP~~ and polystyrene foam packaging. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.035 Ban on single-use disposable food service ware.

(a) All food service providers within the city shall provide reusable food service ware for dine-in customers.

(b) BPI certified ~~non-PLA~~ compostable food service ware ~~and non-plastic recyclables~~ required for prepared food other than dine-in customers.

(1) All food service providers within the city shall use BPI certified ~~non-PLA~~ compostable food service ware ~~and non-plastic recyclables~~ products for prepared food. This includes city contractors and special events promoters performing under a city contract or permit.

(2) No person may sell, offer for sale, or otherwise distribute within the city, and may not provide prepared food in any disposable food service ware that is not BPI certified ~~fiber based compostable, non-plastic recyclable~~, or that contains polystyrene foam. This includes city contractors in the performance of city contracts and special events promoters in the city.

(3) Food service providers ~~may~~will charge a ~~take-out~~ fee for take-out containers, not to exceed ~~\$1.00 per order, but including a 25-cent fee for each to go cup~~ to cover the difference in cost from SUDs.

(c) Straws shall be provided only upon request. All ~~SUBS~~^{SUP} straws, including PLA/bioplastic, are prohibited. Exceptions shall only be made to the consumer self-identifying as a person with a disability, whereupon a plastic straw may be provided to the consumer.

(d) Foods prepared or packaged outside the city and sold within the city are exempt from the provisions of this chapter. Purveyors of food prepared or packaged outside the city are encouraged to follow the provisions of this chapter as it is a policy goal of this city to eliminate the use of single-use plastics and polystyrene foam for packaging prepared food.

(e) Penalties.

(1) The city, in accordance with applicable law, may inspect any food service provider's premises to verify compliance with this chapter.

(2) Food service providers shall confirm compliance with this chapter on their annual business license renewal forms.

(3) Violations of this section shall be enforced as follows:

(A) For the first violation, the city manager or designee shall issue a written warning to the food provider specifying that a violation of this chapter has occurred and notifying the food provider of the appropriate penalties to be assessed in the event of future violations.

(B) The following penalties shall apply for subsequent violations of this chapter:

(i) A citation imposing a fine in the sum of \$200.00 for the first violation that occurs more than 30 days after the warning issued pursuant to subsection (e)(3)(A) of this section. In lieu of payment, the person cited may submit receipts to the city manager that demonstrate the purchase, following the service of the citation, of at least \$100.00 worth of BPI certified compostable products appropriate as an alternative to the disposable food service ware that led to the violation.

(ii) A fine in the sum of \$400.00 for a violation that occurs after issuance of the citation referenced in subsection (e)(3)(B)(i) of this section.

(iii) A fine in the sum of \$900.00 for the third and each subsequent violation which occurs after issuance of the citation referenced in subsection (e)(3)(B)(i) of this section.

(4) Food service providers who violate this chapter in connection with special events, defined in this chapter, shall be issued a citation imposing fines as follows:

(A) A fine of \$200.00 for each violation associated with an event of one to 200 persons;

(B) A fine of \$400.00 for each violation associated with an event of more than 200 but less than 400 persons;

(C) A fine of \$600.00 for each violation associated with an event of more than 400 but less than 600 persons; and

(D) A fine of \$1,000 for each violation associated with an event of more than 600 persons. [Ord. 19-016 § 2, 2019].

11.98.040 Ban on single-use amenities by lodging providers.

Single-use amenities are prohibited for distribution by lodging providers within the city except to persons specifically requesting accommodations for a disability or other special need. [Ord. 19-016 § 2, 2019].

11.98.045 Implementation.

The city shall make available a copy of this chapter, or a link to this chapter on the city's website, to every new retail establishment, dry cleaner, laundry service, lodging provider or food provider that applies for a business license. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014. Formerly 11.98.040].

11.98.050 Enforcement.

(a) Beginning April 22, 2020, violations of this chapter may be enforced in accordance with Chapters 1.16 and 1.19 PGMC.

(b) Violation of this chapter will be considered a public nuisance. In addition to any other remedies or penalties that may be available, any violation described in subsection (a) of this section shall be subject to abatement by the city, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by an injunction issued by the superior court in a civil action, based upon a showing by the city that said violation exists.

(c) The city manager is authorized to establish regulations or administrative procedures to obtain compliance with this chapter. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.055 Exemptions.

(a) The city manager or designee may exempt a person from the requirements of this chapter for a period not to exceed 12 months per request upon a showing, in writing, that this chapter creates an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances.

(b) The city manager shall confirm the decision to grant or deny each exemption in writing; the city manager decision shall be final.

(c) There shall be no exemptions to allow for the use of recyclable, biodegradable, or polystyrene foam disposable food service ware. [Ord. 19-016 § 2, 2019].

Chapter 11.99 FOOD PACKAGING

(Repealed by Ord. 19-016)