NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING AGENDA

Wednesday, March 22, 2023, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

Join the Zoom Meeting to participate live at:
https://us02web.zoom.us/j/692219855

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AGENDA

CALL TO ORDER

APPROVAL OF AGENDA

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

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

A. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: 68 Asilomar (El Carmelo Cemetery)
Agency Negotiator(s): Ben Harvey, City Manager
Negotiating Party(ies): GTE Mobilnet of CA Limited
Under negotiation: Land Lease Agreement for Wireless Telecommunication Facility; Price and Terms of Payment

B. Conference with Legal Counsel – Pending Litigation (Gov. C. §54956.9)
Michael Gonzalez v. City of Pacific Grove, California; Police Chief Cathy Madalone; City Manager Ben Harvey; Does 1 -10.
U.S. District Court, Northern District Action No. 5:22-cv-1079 SVK

ADJOURNMENT

NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

ADJOURNED TO 3/22/2023 @ 6:00 P.M. DUE TO WEATHER CONDITIONS AND POWER OUTAGES

Wednesday, March 22, ~~15,~~ 2023, 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).

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Help Line 831-648-3128

MEETING INSTRUCTIONS

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Coletti

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.

   A. General Public Comment

   Reference: Sandra Kandell, City Clerk

   Recommended Action: Receive written general public comment if applicable.

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

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 City Council Closed Session and Regular Meetings for March 1, 2023

   Reference: Sandra Kandell, City Clerk **PAGE 10**

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. Proposed Resolution amending Paragraph 3 b 3 of Council Policy 000-5 Regarding Residency Exceptions and adding Section 6 to Allow Any Member Of The City Council To Join Any City Committee Email Group **PAGE 18**
Reference: Brian A. Pierik, City Attorney
Recommended Action: Motion to adopt Resolution amending Paragraph 3 b 3 of Council Policy 000-5 Regarding Residency Exceptions and adding Section 6 to Allow Any Member Of The City Council To Join Any City Committee Email Group.
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. Second Reading of an Ordinance Amending the Fiscal Year 22/23 Operating and Capital Improvement Budget **PAGE 32**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Hold second reading and adopt an ordinance to amend the Fiscal Year 22/23 Operating and Capital Improvement Budget.
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. Check Register Report - February 2023 **PAGE 74**
Reference: Audrey Cray, Finance & Risk Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Core Revenue Report - February 2023 **PAGE 116**
Reference: Audrey Cray, Finance & Risk Manager
Recommended Action: Receive the report.

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

9. **REPORTS – REQUIRING ACTION**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Workers' Compensation Third Party Administration Agreement With Athens Administrators
Reference: Audrey Cray, Finance & Risk Manager **PAGE 119**
Recommended Action: Motion to authorize the Mayor to sign an agreement with Athens Administrators.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. BNRC and Museum Board Appointments **PAGE 134**
Reference: Bill Peake, Mayor
Recommended Action: Approve appointments of Andree Brisson to Beautification and Natural Resources Commission (BNRC) with term ending January 31, 2025 and Christine Bertko to Museum Board with term ending January 31, 2027.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Agreement with Pro Forma Advisors, LLC **PAGE 141**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Authorize the Mayor to execute an agreement with Pro Forma Advisors, LLC for a golf course study, in an amount not to exceed $25,000.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**
Items pulled from this section will be placed under 13. New Business

A. Beautification and Natural Resources Commission Meeting Minutes: November 15, 2022, December 20, 2022, and January 17, 2023 **PAGE 198**
Reference: Daniel Gho, Public Works Director / Deputy City Manager
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.

A. Parklet Program: First reading of an Ordinance to amend Title 15 of the Pacific Grove Municipal Code to update the Streets and Sidewalk sections. Resolution of the City Council of the City of Pacific Grove finding the Parklet Program is categorically exempt project under CEQA guidelines and establishing Parklet Guidelines, and direction to staff regarding proposed Parklet Fees. **PAGE 205**

Reference: Laurel O'Halloran, Associate Planner & Economic Development Coordinator

Recommended Action:

1. Introduce and hold first reading of an Ordinance to update Title 15 of the Pacific Grove Municipal Code;
2. Direct that publication of the Ordinance will be satisfied by publication of a summary approved by the City Attorney;
3. Adopt a Resolution of the City Council of the City of Pacific Grove finding the Parklet Program is categorically exempt project under CEQA guidelines and establishing parklet guidelines; and
4. Approve recommended Parklet fees.

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

12. **UNFINISHED AND ONGOING BUSINESS**

A. Pacific Grove Summer Lights Special Event

Reference: Katie Clark, Recreation Manager

Recommended Action: **PAGE 335**

1. Approve Pacific Grove Summer Lights for inclusion in the 2023-2024 Special Events Calendar;
2. Approve Pacific Grove Summer Lights as a City Sponsored Event and waive the fees for City staff support and equipment/facility usage

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

B. Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings **PAGE 339**

Reference: Brian A. Pierik, City Attorney

Recommended Action: Motion to adopt Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings.

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

13. **NEW BUSINESS**

A. Formal Selection of Housing Element and General Plan Update consultant **PAGE 345**
Reference: Anastacia Wyatt, Community Development Director
Recommended Action: Authorize the Mayor to execute an agreement with Rincon Consultants, Inc. to complete the 6th Cycle Housing Element update to the General Plan in an amount not to exceed $227,918.
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: March 15, 2023

SUBJECT: General Public Comment

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

RECOMMENDATION

Receive written general public comment if applicable.

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: March 15, 2023

SUBJECT: Minutes of the City Council Closed Session and Regular Meetings for March 1, 2023

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

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes 3-1-23

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING

Wednesday, March 1, 2023, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

Join the Zoom Meeting to participate live at:
https://us02web.zoom.us/j/692219855

DRAFT

CALL TO ORDER

Mayor Peake called the meeting to order at 5:00 p.m. City Clerk conducted roll call with the following Council present in Chamber: Mayor Peake, Councilmembers Amelio, McDonnell, and Poduri. Absent: Mayor Pro Tem Smith and Councilmembers Beck and Coletti. Councilmember Coletti arrived at the meeting at 5:17 p.m.

APPROVAL OF AGENDA

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

Motion carried 4-0-3, by the following roll call vote:

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

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment was received.

A. Conference with Legal Counsel – Pending Litigation (Gov. C. §54956.9) *Mark A. Enayati v. City of Pacific Grove, and DOES 1 through 25, inclusive* Monterey Superior Court Case No. 22CV001017

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, March 1, 2023, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/209579290

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 6:00 p.m. City Clerk conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, McDonnell, and Poduri.

PLEDGE OF ALLEGIANCE
Councilmember Poduri led the pledge of allegiance.

1. **APPROVAL OF AGENDA**
Action:

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

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

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

2. **PRESENTATIONS**
A. Central Coast Community Energy Presentation
Action: Council received presentation.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
A. Report on Closed Session by City Attorney

Conference with Legal Counsel – Pending Litigation (Gov. C. §54956.9) *Mark A. Enayati v. City of Pacific Grove, and DOES 1 through 25, inclusive* Monterey Superior Court Case No. 22CV001017

City Attorney Brian Pierik reported no reportable action.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**
Public comment was received from Janet Gray, Mario Salazar, Andrew Kubica, Lisa Ciani, Wendi Giles, and Carmelita Garcia.

A. General Public Comment
Action: Received written general public comment if applicable.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

CONSENT AGENDA

Action: Consent Agenda item 6B was pulled and considered immediately following the Consent Agenda. Consent Agenda item 9A was pulled and considered immediately following the Consent Agenda.

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

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

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

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

A. Minutes of the City Council Closed Session and Regular Meetings for February 15, 2023
Action: Approved minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

A. Resolution designating the City's Authorized Agents for the purpose of obtaining Federal and State financial assistance associated with FEMA disaster DR-4683-CA.
Action: Approved Resolution No. 23-004 designating the City's Authorized Agents for the purpose of obtaining Federal and State financial assistance associated with FEMA disaster DR-4683-CA.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Terminating the Local Emergency ***This item was pulled and considered immediately following the Consent Agenda.***
Reference: Brian A. Pierik, City Attorney
Recommended Action: Approve a Resolution Terminating the March 18, 2020 Proclamation of Local Emergency related to the COVID-19 Pandemic.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines

DRAFT

Section 15378

7. **ORDINANCES**

A. Mayor Pro Tempore Role and Appointment
Action: Held second reading and adopted Ordinance No. 23-002 of the City Council of the City of Pacific Grove Amending Chapter 2.05 of the Pacific Grove Municipal Code Codifying the Mayor Pro Tempore's Role and Appointment.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

8. **REPORTS – INFORMATION ONLY**

A. Monterey-Salinas Transmit Minutes for December 12, 2022 and January 9, 2023
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

A. 2022 General Plan Implementation Annual Progress Report ***This item was pulled and considered immediately following the Consent Agenda.***
Reference: Joe Sidor, Contract Planner
Recommended Action: Receive and accept the General Plan Implementation Annual Progress Report (APR) for submittal to the California Office of Planning and Research (OPR).
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

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

A. Planning Commission Meeting Minutes: January 12, 2023
Action: Received the minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6.B. Terminating the Local Emergency
No public comment was received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council voted to approved Resolution No. 005 Terminating the March 18, 2020 Proclamation of Local Emergency related to the COVID-19 Pandemic, effecting Ordinance 1872 again, and within 60 days re-establishing the temporary cap on charges by third-party food delivery firms for ordering and delivery of restaurant food within the City of Pacific Grove that Ordinance 21-004 paused.

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

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

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

DRAFT

Section 15378

9.B. 2022 General Plan Implementation Annual Progress Report
Public comment was received from Lisa Ciani.

Action: Council received and accepted the General Plan Implementation Annual Progress Report (APR) for submittal to the California Office of Planning and Research (OPR).
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Fiscal Year 2022-23 Mid-Year Budget Modifications and First Reading of an Ordinance Amending the Fiscal Year 2022-23 Budget
No public comment was received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck to request the City Attorney read the title of the ordinance; waive further reading of the ordinance; introduce and hold first reading of an ordinance amending the Fiscal Year 2022/23 Operating and Capital Improvement Budget; and direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney a friendly amendment was made to the motion by Councilmember Poduri to change the Council's Meeting/Training/Travel account from $15,000 to $40,000. Mayor Pro Tem declined the friendly amendment.

Action/Substitute Motion: Upon motion by Councilmember Poduri and seconded by Councilmember Amelio, to read the title of the ordinance; waive further reading of the ordinance; introduce and hold first reading of an ordinance amending the Fiscal Year 2022/23 Operating and Capital Improvement Budget; direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney; and change the Council's Meeting/Training/Travel account from $15,000 to $40,000, the substitute motion failed.

Motion failed 2-6, by the following roll call vote:

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

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted to request the City Attorney read the title of the ordinance; waive further reading of the ordinance; introduce and hold first reading of an ordinance amending the Fiscal Year 2022/23 Operating and Capital Improvement Budget; and 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 Smith, Councilmembers Amelio, Beck, Coletti,

DRAFT

McDonnell, and Poduri.
NOES: None.
ABSENT: None.

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

12. **UNFINISHED AND ONGOING BUSINESS**

A. 2022 Housing Element Annual Progress Report (APR)
Public comment was received from Andrew Kubica and Inge Lorentzen Daumer.

Action: Council received and accepted the City's 2022 Housing Element Annual Progress Report (APR) for submittal to the California Department of Housing and Community Development (HCD)
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

13. **NEW BUSINESS**

A. Automatic License Plate Reader (ALPR) Safety Program. ***Action required by 3/15/2023.***
Public comment was received from Nadja Mark, Joshua Kroll, Marsha, Mike Gibbs, Adam de Boor, Mari Adams, and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted to direct the City Manager to enter into a two-year agreement with Flock Safety for Automated License Plate Reader (ALPR) services in an amount not to exceed $65,000.

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

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

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT
Council adjourned the meeting at approximately 9:25 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

DRAFT

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 A. Pierik, City Attorney

MEETING DATE: March 15, 2023

SUBJECT: Proposed Resolution amending Paragraph 3 b 3 of Council Policy 000-5 Regarding Residency Exceptions and adding Section 6 to Allow Any Member Of The City Council To Join Any City Committee Email Group

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

RECOMMENDATION

Motion to adopt Resolution amending Paragraph 3 b 3 of Council Policy 000-5 Regarding Residency Exceptions and adding Section 6 to Allow Any Member Of The City Council To Join Any City Committee Email Group.

DISCUSSION

On February 1, 2023, Councilmember Luke Coletti submitted an Agenda Report to the City Council in which he noted that there is no City Council Policy governing who belongs to City Committee Email Groups.

On February 1, 2023, the City Council voted to direct the City Attorney to prepare a Resolution Amending Council Policy 000-5 to amend Paragraph 3 b 3 regarding residency exceptions and to add Section 6 allowing any member of the City Council to join any City Committee Email Group

Attached to this Agenda Report is a proposed Resolution amending Paragraph 3 B 3 of Council Policy 000-5 Regarding Residency Exceptions and adding Section 6 to Allow Any Member Of The City Council To Join Any City Committee Email Group.

OPTIONS

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

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

1 - Agenda Report of February 1, 2023 and Attachments

2 - Prop Reso amnd Para 3 b 3 of CC Policy 000-5 Re Residency Exceptions and Allowing Council To Join Any City Committee Email Group

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

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Luke Coletti, Councilmember
MEETING DATE:	February 1, 2023
SUBJECT:	Council Access to City Committee Email Groups
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Direct the City Attorney to prepare a Resolution amending Council Policy 000-5 to implement the proposed policy (see Attachment #1).

DISCUSSION

There is no City Council Policy governing who belongs to City Committee Email Groups.

City Staff limits Email Group access to the following: members of the City Committee, the City Council Liaison, the Mayor, the City Manager, the City Staff Liaison, and the City Attorney (Planning Commission only).

The proposed amendment to City Council Policy 000-5 would implement the following:

> ***Council Access to Email Groups.*** *Upon request, any member of the City Council shall be allowed to join any City Committee Email Group.*

As stated in the City's Boards, Committees and Commissions (BCC) Handbook the primary function of City Committees *is to advise* the City Council and City Manager.

Preventing the City Council from receiving email sent to our advisory boards, committees, and commissions limits our ability to understand important issues and their context. Therefore, any member of the City Council should be allowed to join any City Committee Email Group.

OPTIONS

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

FINANCIAL IMPACT:

None.

GOAL ALIGNMENT: Not Applicable.

Attachments

1 - Redlined Version of Proposed Amendment to CC Policy 000-5

CITY OF PACIFIC GROVE, CALIFORNIA
COUNCIL POLICY

SUBJECT	POLICY NO.	EFF. DATE	PAGE
Committee Classification; Board, Commission, and Committee Appointments and Procedures	000-5	February 2, 2011	1 of 3

1. Purpose. This policy establishes standards for: 1) the classification of Council committees; 2) the appointment of board, commission, and committee members; and 3) board, commission, and committee procedures.

2. Classification. The following classification shall be in place to handle the committee and other referral needs of the Council not otherwise subject to the jurisdiction of charter or municipal code boards and commissions:

a. Ad hoc committees. This class of committee shall consist either of citizens only or a mixed group of Council members and citizens. Such committees shall have limited assignments related to temporal issues and shall be expected to complete the assignments within a relatively short time. The Council shall provide a written statement of mission to an ad hoc committee, shall ask that the work of the committee be completed by a certain date, shall advise as to record keeping and form of recommendation and shall provide guidance on legal and practical aspects of proceeding with committee work, including suggested formats for agenda and minutes. Ad hoc committees shall be required to submit summary progress reports to the Council on a regular basis, or at least semi-annually. Unless otherwise directed by the Council, ad hoc committees shall designate their chair and vice chair. Ad hoc committees shall be free to request that the Council expand committee missions, i.e. scope of work, but shall make no such changes without specific approval of the Council.

b. Standing committees. This class of committee shall consist either of citizens only or a mixed group of Council members and citizens. Assignment(s) shall not necessarily be permanent, but a standing committee may exist to address issues arising more or less continually in an area of interest to the Council. With the exception of the time specific items, the provisions set out in the ad hoc committee section, above, shall apply as well to standing committees.

c. Council subcommittees. This class treats the situation where one, two, or three Council members are given direction to perform work/research and to return to the Council with some pre-assigned product.

NOTE: Staff shall not be named as committee members. Staff's role is advisory and supportive; naming staff as committee members confuses staff's relationship and responsibility to assigned committees.

3. Appointment of Board, Commission, and Committee Members.

a. Members of charter and municipal code boards and commissions are selected by the Mayor, subject to approval by the Council. Selection shall occur annually at the second regular meeting in January and on an as-needed basis thereafter. The appointment process includes a minimum two-week notification period, including posting, posting on the City's web site, and media notices specifying the board(s) or commission(s) having a vacancy, the number of vacancies on each, the

term of service, the application process, and the application closing date. The City Clerk shall make available a folder containing all applications for Council examination, and the Mayor's selections for Council approval will be placed on the next available regular meeting agenda following the closing date. If a vacancy arises during a term, and there are one or more active applications for that board or commission on file, appointment can be made from those applications, without re-noticing. This can help avoid a significant disruption in the operations of the board or commission due to extended vacancy. In any event, applications are valid for a maximum of only 12 months.

b. When considering appointments to a City Boards or Commissions, Pacific Grove residency and voter registration shall be required.

1. Residency in Pacific Grove is established when all of the following conditions are met: the applicant is registered to vote; the address listed on the applicant's drivers license; the address where the applicant receives his or her mail; and where the applicant physically resides, combined with the intent to remain there.

2. Should a Pacific Grove resident serving on a City Board or Commission no longer qualify as a Pacific Grove resident under paragraph (b) 1, above, that office shall be vacated.

3. As an exception to the residency requirement set by this paragraph (b), a non-resident may be appointed to the Economic Development Commission, Architectural Review Board, and the ~~Golf Links Advisory Commission~~ Diversity, Equity, and Inclusion (DEI) Task Force.

c. With respect to appointment of citizen members of ad hoc committees and standing committees, appointment opportunities shall be announced at a Council meeting and in the media, as appropriate, with a stated closing date that is a least one week before the meeting at which the appointments will be made. If there are not sufficient or appropriate applications, the time limit may be extended and announcements may be repeated. Recommendations shall be invited from everyone with interest or expertise, i.e., Council, staff, board/commission/committee members, and citizens. Recommendations shall be made to the Mayor or the City Clerk. Any interested Council members may review the applications in the Clerk's file. The Mayor shall submit final selections for Council approval on the next available regular meeting agenda following the closing date.

d. Membership of boards, commissions, and committees shall not be changed without Council approval.

e. In making appointments to the many bodies referenced in this policy, the Council shall endeavor to distribute the appointments as broadly as possible throughout the city population. Unless a special talent or expertise otherwise dictates, the Council shall not favor appointment of more than one member of a household to a single body. Further, in considering appointments, the Council shall be attentive to the City's status as an Equal Employment Opportunity (EEO) organization.

f. (l) With the exception of charter boards and commissions (which service limitations are set out in the city charter) a citizen member of a body covered by this policy shall not be reappointed to a new term if such reappointment would result in continuous service on the body for more than eight consecutive years. Service for less than a full term shall not be counted in applying the eight-year limit.

(2) Lengths of terms, commencement, and expiration dates of said terms for members of

boards, commissions, and committees established by the Municipal Code shall be as provided by the Municipal Code. Expiration dates are staggered, so as to provide continuity.

(3) Lengths of terms of standing committee members shall be as provided at the time the Council establishes a standing committee. Said terms shall in any event be set to expire on January 31 of the appropriate year.

(4) Ad hoc committee member terms shall be for the time required for the work of the committee to be completed, as specified by the Council.

g. Appointments to outside agencies shall be made by the Mayor subject to approval by the Council.

h. All members shall serve at the pleasure of the Council. The Council, by an affirmative vote of four of its members, may remove any committee member at any time during the member's term of office (Charter Article 26). Possible grounds for removal are: excessive absences, verbally or physically abusive behavior, and violations of ethics or conflicts of interest.

4. Board, Commission, and Committee Procedures. Charter, municipal code, ad hoc, and standing boards, commissions, and committees shall adhere to standard procedures for notice, conduct of meetings, reporting to the Council, and other matters, as provided in the *Boards, Committees and Commissions Handbook*, which are attached to and made a part of this policy.

5. Council Review of Board Actions. The City Council shall not "approve" the minutes of any board, commission, or committee; rather the minutes shall be "received." If there is an item in the minutes that requires actions of the Council, it shall be separately and specifically listed on the Council agenda for action. As set forth in the municipal code (PGMC §23.73.080) the Council, acting at its next regular meeting following a final decision of any board or commission, may "call up" an item acted upon by that board or commission. The vote of three members of the Council shall be required to call an item for review. The action so called shall be reviewed by the Council, de novo, within thirty days of the decision to compel review. Notice of the review shall be provided in the same manner as required for the initial action. The review, by majority vote, may affirm or modify the original decision.

6. Council Access to Email Groups. Upon request, any member of the City Council shall be allowed to join any City Committee Email Group.

Attachments:
Boards, Committees and Commissions Handbook

Adopted: June 17, 1992 Resolution No. 6280
Amended: September 1, 1993 Resolution No. 6361
Amended: March 29, 1996 Resolution No. 6-017
Amended: May 15, 1996 Resolution No. 6-026
Amended: January 8, 1997 Resolution No. 7-001
Amended: February 19, 1997 Resolution No. 7-006
Amended: September 1, 2010 Resolution No. 10-069
Amended: December 1, 2010 Resolution No. 10-103
Amended: February 2, 2011 Resolution No. 11-007

Amended: March 6, 2019 Resolution No. 19-003

RESOLUTION NO. 23-xxx

RESOLUTION AMENDING PARAGRAPH 3 B 3 OF COUNCIL POLICY 000-5 REGARDING RESIDENCY EXCEPTIONS AND ADDING SECTION 6 TO ALLOW ANY MEMBER OF THE CITY COUNCIL TO JOIN ANY CITY COMMITTEE EMAIL GROUP

FINDINGS

1. City Policy 000-5 in Paragraph 3 b 3 needs to be updated with regard to residency exceptions for the Economic Development Commission, Architectural Review Board, and the Diversity, Equity, and Inclusion (DEI) Task Force.

2. There is no City Council Policy governing who belongs to City Committee Email Groups.

3. Access to City Committee Email Groups is currently limited to only those members of the City Committee, the appointed City Council Liaison, the Mayor, the City Staff Liaison, and the City Attorney (Planning Commission only).

4. This Resolution proposed an amendment to City Council Policy 000-5 to Amend Paragraph 3 B 3 Regarding Residency Exceptions And To Add Section 6 Allowing Any Member Of The City Council To Join Any City Committee Email Group.

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. City Council Policy 000-5 is hereby amended to add the text shown in the redline version of Policy 000-5 attached as Exhibit A to Amend Paragraph 3 b 3 Regarding Residency Exceptions And To Add Section 6 Allowing Any Member Of The City Council To Join Any City Committee Email Group.

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 15th day of March, 2023 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

EXHIBIT A

CITY OF PACIFIC GROVE, CALIFORNIA
COUNCIL POLICY

SUBJECT	POLICY NO.	EFF. DATE	PAGE
Committee Classification; Board, Commission, and Committee Appointments and Procedures	000-5	February 2, 2011	1 of 3

1. Purpose. This policy establishes standards for: 1) the classification of Council committees; 2) the appointment of board, commission, and committee members; and 3) board, commission, and committee procedures.

2. Classification. The following classification shall be in place to handle the committee and other referral needs of the Council not otherwise subject to the jurisdiction of charter or municipal code boards and commissions:

a. Ad hoc committees. This class of committee shall consist either of citizens only or a mixed group of Council members and citizens. Such committees shall have limited assignments related to temporal issues and shall be expected to complete the assignments within a relatively short time. The Council shall provide a written statement of mission to an ad hoc committee, shall ask that the work of the committee be completed by a certain date, shall advise as to record keeping and form of recommendation and shall provide guidance on legal and practical aspects of proceeding with committee work, including suggested formats for agenda and minutes. Ad hoc committees shall be required to submit summary progress reports to the Council on a regular basis, or at least semi-annually. Unless otherwise directed by the Council, ad hoc committees shall designate their chair and vice chair. Ad hoc committees shall be free to request that the Council expand committee missions, i.e. scope of work, but shall make no such changes without specific approval of the Council.

b. Standing committees. This class of committee shall consist either of citizens only or a mixed group of Council members and citizens. Assignment(s) shall not necessarily be permanent, but a standing committee may exist to address issues arising more or less continually in an area of interest to the Council. With the exception of the time specific items, the provisions set out in the ad hoc committee section, above, shall apply as well to standing committees.

c. Council subcommittees. This class treats the situation where one, two, or three Council members are given direction to perform work/research and to return to the Council with some pre-assigned product.

NOTE: Staff shall not be named as committee members. Staff's role is advisory and supportive; naming staff as committee members confuses staff's relationship and responsibility to assigned committees.

3. Appointment of Board, Commission, and Committee Members.

a. Members of charter and municipal code boards and commissions are selected by the Mayor, subject to approval by the Council. Selection shall occur annually at the second regular meeting in

January and on an as-needed basis thereafter. The appointment process includes a minimum two-week notification period, including posting, posting on the City's web site, and media notices specifying the board(s) or commission(s) having a vacancy, the number of vacancies on each, the term of service, the application process, and the application closing date. The City Clerk shall make available a folder containing all applications for Council examination, and the Mayor's selections for Council approval will be placed on the next available regular meeting agenda following the closing date. If a vacancy arises during a term, and there are one or more active applications for that board or commission on file, appointment can be made from those applications, without re-noticing. This can help avoid a significant disruption in the operations of the board or commission due to extended vacancy. In any event, applications are valid for a maximum of only 12 months.

b. When considering appointments to a City Boards or Commissions, Pacific Grove residency and voter registration shall be required.

1. Residency in Pacific Grove is established when all of the following conditions are met: the applicant is registered to vote; the address listed on the applicant's drivers license; the address where the applicant receives his or her mail; and where the applicant physically resides, combined with the intent to remain there.

2. Should a Pacific Grove resident serving on a City Board or Commission no longer qualify as a Pacific Grove resident under paragraph (b) 1, above, that office shall be vacated.

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e. In making appointments to the many bodies referenced in this policy, the Council shall endeavor to distribute the appointments as broadly as possible throughout the city population. Unless a special talent or expertise otherwise dictates, the Council shall not favor appointment of more than one member of a household to a single body. Further, in considering appointments, the Council shall be attentive to the City's status as an Equal Employment Opportunity (EEO) organization.

f. (l) With the exception of charter boards and commissions (which service limitations are set out in the city charter) a citizen member of a body covered by this policy shall not be reappointed to a new term if such reappointment would result in continuous service on the body for more than eight consecutive years. Service for less than a full term shall not be counted in applying the eight-year

limit.

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Amended: March 6, 2019 Resolution No. 19-003
Amended: March 15, 2023 Resolution No. 23-xxx

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:	March 15, 2023
SUBJECT:	Second Reading of an Ordinance Amending the Fiscal Year 22/23 Operating and Capital Improvement Budget
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an ordinance amending the Fiscal Year 22/23 Operating and Capital Improvement Budget

DISCUSSION

The City Council approved the Fiscal Year 2022-23 Budget on June 15, 2022. It is customary at this time of the fiscal year to amend the current budget to reflect any updates to revenues and expenditures.

The City Council's approval is needed to amend the budget. An ordinance reflecting those changes, as well as an overview of significant changes are included in this agenda report. Supplementary information related to the General Fund, as well as to other funds are included in Attachments 1-4. Additional details will also be provided during the presentation.

This agenda item was continued from the February 15, 2023 Council Meeting. Information requested from that meeting, as well any comments are provided in the Continued Meeting Information section of this report.

The first reading of the attached ordinance took place at the March 1, 2023 Council Meeting. The summary of the budget amendment ordinance was published on March 9, 2023.

GENERAL FUND

During the few months of Fiscal Year 2021/22, the City's primary revenues were demonstrating strong performance, with most receipts exceeding mid-year projections. The Fiscal Year 2022-23 Budget was developed with conservative optimism, with assumptions that reflected more traditional growth. The Adopted General Fund Budget includes $800,000 in American Rescue Plan Act (ARPA) Funds to supplement operating revenues. The remaining ARPA receipts of $1,049,000 were appropriated from the ARPA Fund to support additional Council priorities.

At the time the budget was adopted, it was anticipated that there would be a Fiscal Year 2022-23

General Fund net operating difference of ($31,490). When this is applied to the Fiscal Year 2022/23 beginning *unassigned* fund balance, the City was estimated to end the year with approximately $12.0 million. The budget was adjusted for key unexpended contracts, purchases, and grants that were carried forward into Fiscal Year 2022-23; and later amended to purchase a new fire engine and fund additional legal services. It is anticipated that the Fiscal Year 2022-23 General Fund *unassigned* ending fund balance will be approximately $11.3 million. This is approximately $1 million above the reserve level requirements. These unprogrammed funds are primarily the result of budgetary savings, increased revenues in the prior fiscal year that contributed to a greater than anticipated beginning fund balance; and increased revenue performance in the current year. The additional drawdown from fund balance of $745,906, predominantly reflects the purchase of a new fire engine. A table reflecting the projected change in the budget, along with key variances is listed in the subsequent table, with details included in Attachment 1.

General Fund Balance Projections			
	FY 22/23 Adopted	FY 22/23 Amended	FY 22/23 Mid-Year Est.
Actual Beginning Fund Balance	$ 12,010,279	$ 12,010,279	$ 12,010,279
Estimated Revenues	30,380,119	30,395,069	31,253,000
Estimated Expenses	30,411,609	31,855,301	31,998,906
Net Operating Difference	($31,490)	(1,460,232)	($745,906)
Estimated Ending Fund Balance	$ 11,978,789	$ 10,550,047	$ 11,264,373

Revenues

The mid-year projections include an estimated increase in revenues of approximately $858,000 when compared to the Amended Budget. This includes greater than anticipated tax receipts in the amount of approximately $757,000, with net increases of $101,000 in other categories. While there is a projected $520,000 increase in transient occupancy taxes, this is primarily driven by building upon the prior year's strong performance, with $133,000 of the projected amount attributed to growth within this fiscal year. All revised estimates are based on current trends, with sales tax adjusted based on revised estimates from the City's sales tax consultant HdL and internal projections. These estimates include Measure A tax revenues for three-quarters of the fiscal year.

Expenditures

Expenses are initially projected to be approximately $143,000 greater than anticipated, with $100,000 of the increase related to a new a Coastal Commission Grant. The grant expenditures are offset by an increase in Intergovernmental Revenues. Additional adjustments include $152,351 for a true-up of prior year fire contract costs, adjustments to legal expenditures, a new actuarial report to evaluate the impact of salary increases on the City's unfunded pension liability; and consulting services to facilitate Council goal setting.

The budget also includes additional capital outlay requests for new Council Chamber chairs, outfitting a police vehicle, and replacing parking meters. A reduction in transfers is primarily related to the timing of proceeds from a Promissory Note of $151,550 that were received and transferred to the Local Water Project in the prior fiscal year.

As part of the mid-year budget, staff is requesting the following position changes, that would result in an increase of 1.50 positions:

- Addition of a half-time Community Service Officer (CSO) to establish a full-time CSO to provide additional departmental support and assist with wildlife protection efforts. (0.50 FTE)
- Addition of a 0.250 Information Technology Support Specialist to establish a full-time IT Support Specialist to provide technical support for City Boards, Commissions, and Committee Meetings; as well as assist with technology initiatives and public facing systems. (0.25 FTE)
- Addition of a three-quarter time Office Assistant to the Recreation Department to provide administrative support; and allow the Recreation Manager to focus on programs (0.75 FTE)
- Retain unexpended funding for the Recreation Department to expand summer programs

Additional reclassifications and adjustments are included in Attachment 2.

OTHER FUNDS

Listings of all projected changes to revenues and expenditures within Other Funds are included in Attachments 3 and 4. To facilitate stronger budgetary management, staff would like to amend the budget to reflect the identified changes. None of the changes represented would result in negative available fund balances.

These estimates do not include a potential proposed adjustment for recycled water fees that may increase the Local Water Project revenues; and increase the Cemetery and Golf Course expenditures. If this adjustment is made as part of an update to the Master Fee Schedule, a budget amendment will be brought forward at that time.

CONTINUED MEETING INFORMATION

At the February 15, 2023 Council Meeting, staff presented information on the proposed amendments to the Fiscal Year 2022/23 Operating and Capital Improvement Budget. During that meeting there were some requests for additional information and changes to the proposed budget amendment. An overview is presented below, with additional details to be provided at the March 1 Council Meeting.

City Council / Economic Development Budgets
A request was made to transfer $156,500 from the City Council budget to the Economic Development Department budget. This included funding for memberships and costs associated with the Monterey County Convention and Visitors Bureau (MCCVB), the Monterey Bay Economic Partnership, and the Monterey County Business Council. This change was incorporated into the revised General Fund Overview (Attachment 1).

Internal Service Charges
There was a recommendation to change the classification of internal service charges from the Services, Supplies, and Other category; to Salaries and Benefits. The City's Salary and Benefits category currently includes line items for the following expenditures: Workers Compensation, Unemployment, Health Insurance, and Other Employee Benefits. The line items within the Salary and Benefits classification represent the City's on-going contributions as a percentage of active personnel costs or a flat dollar amount. The internal service charges represent additional amounts needed to support claims, insurance premiums, program administration costs, and an allocation for retiree health care. These costs are typically not classified as Salary and Benefits. They are also subject to an accounting conversion process when preparing the government-wide financial statements. At this time, an adjustment was not incorporated into Attachment 7.

Additional Position Details
The proposed additional positions, as well as the reclassifications and allocation changes are included in Attachment 2 of the current and prior agenda report. Information was requested regarding the Recreation Office Assistant and the Community Service Officer. Additional details regarding these requests, as well as the other proposed changes are included in Attachment 8.

Requested for Comparative Note Information
The Council requested detailed information for Services, Supplies, and Other line items within the City Council, City Manager, Finance, Public Works, and Recreation Department budgets. These Notes were originally included in the June 15, 2022 Budget Adoption Agenda Report; and most recently updated in the financial software system based on department mid-year estimates. Attachment 7 includes the mid-year details for the requested departments, as well as the reallocation of the aforementioned membership costs from the City Council budget to the Economic Development Department budget. When reviewing these reports, it should be noted that with the exception of the mid-year changes, some of the budgeted amounts could be expended or encumbered for approved contracts, as any expended funds would be consistent with prior budget authorization.

A request was made to provide a report comparing the text data that is listed in the Notes column of the report with prior year actual data. The City's standard accounting reports do not have an option for comparing text fields. Creating this type of report would be a manual process; and require a significant amount of staff time. Comparative information for actual costs through the current year are available by account code; with reports comparing current and prior year actual expenditures to the approved or amended budgets. Consideration should be given to other reports that readily provide that information. Actual prior year data, current expenditures, and the approved amended budget can be downloaded from the City's Transparency site or provided in a separate report.

OPTIONS

1. Make no adjustments
2. Provide alternate direction to staff

FINANCIAL IMPACT:
The modifications to the General Fund are anticipated to result in a drawdown of *unassigned* fund balance in the amount of $745,906. This is primarily related to the purchase of a new fire engine. This is projected to result in an estimated ending *unassigned* General Fund balance of approximately $11.3 million. This places the estimated ending fund balance $1 million above the City's updated reserve threshold of $10.2 million.

The combined net change to all other funds is $1.3 million.

GOAL ALIGNMENT: Not Applicable.

Attachments

General Fund Overview (Revised)
Summary of Position Requests
Other Fund Revenues
Other Fund Expenditures

Budget Amendment Ordinance
PPT
Requested Services, Supplies, and Other Details
Position Request Narrative

Mid-Year Budget Estimates (Revised 02/20/2023)

	FY 22/23 Adopted	FY 22/23 Amended	FY 22/23 Mid-Year	Difference from Amended	
Beginning Fund Balance	$ 12,010,279	$ 12,010,279	$ 12,010,279		
Revenues					
Property Taxes	$ 8,840,000	$ 8,840,000	$ 9,102,000	$ 262,000	(1)
TOT and Licenses	5,962,000	5,962,000	6,482,000	520,000	(2)
Sales and Use Tax	5,616,000	5,616,000	5,564,000	(52,000)	
Franchise and Utility User Taxes	3,475,000	3,475,000	3,520,000	45,000	
Business Licenses	322,000	322,000	365,000	43,000	
Other Taxes	237,000	237,000	176,000	(61,000)	
License, permits, and impact fees	1,045,000	1,045,000	987,000	(58,000)	
Intergovernmental Revenues	292,382	292,382	401,000	108,618	(3)
Charges for Services	1,928,000	1,928,000	2,061,000	133,000	(4)
Fines and Forfeitures	49,000	49,000	106,000	57,000	
Interest, rents, and concessions	310,000	310,000	378,000	68,000	
Other revenues	1,503,737	1,518,687	1,311,000	(207,687)	(5)
Other revenues - ARPA	800,000	800,000	800,000	-	
Transfers	-	-	-	-	
	$ 30,380,119	$ 30,395,069	$ 31,253,000	$ 857,931	
Expenditures					
Departments					
City Council	$ 385,227	$ 435,227	$ 490,331	55,104	(6)
City Manager	1,230,107	1,243,756	1,223,495	(20,261)	
Economic Development	124,833	124,833	360,177	235,344	(7)
City Attorney	762,100	812,100	711,100	(101,000)	(8)
Finance	1,392,325	1,476,067	1,443,702	(32,365)	
Information Systems	870,666	951,166	914,389	(36,777)	
Community Development	2,813,339	2,913,339	2,912,968	(371)	
Police	7,928,629	7,895,899	7,925,586	29,687	
Fire	4,246,200	4,246,200	4,365,373	119,173	(9)
Public Works	4,239,165	4,320,643	4,296,703	(23,940)	
Library	1,125,728	1,125,728	1,116,332	(9,396)	
Recreation	920,638	920,638	905,065	(15,573)	
Museum	314,500	314,500	325,500	11,000	
Capital Outlay	145,000	1,162,053	1,244,221	82,168	(10)
Capital Project Transfers	575,000	575,000	575,000	-	
Debt Service	2,237,415	2,237,415	2,239,777	2,362	
Interfund Transfers	1,100,737	1,100,737	949,187	(151,550)	(11)
Total	$ 30,411,609	$ 31,855,301	$ 31,998,906	$ 143,605	
Net Difference	$ (31,490)	$ (1,460,232)	$ (745,906)	$ 714,326	
Estimated Ending Fund Balance	$ 11,978,789	$ 10,550,047	$ 11,264,373		
Reserve Calculation					
Expenditures applicable to policy	$ 28,590,872	$ 29,017,511	$ 29,230,498		
Policy percentage - 35%	$ 10,006,805	$ 10,156,129	$ 10,230,674		
Difference from policy	$ 1,971,984	$ 393,918	$ 1,033,699		

Notes:

(1) Projected increase based on the first property tax disbursement.

(2) TOT increased significantly during the last half of Fiscal Year 21/22. This adjustment reflects the higher base, as well as current trends.

(3) Receipt of a $100,000 Coastal Commission Grant, which has corresponding expenditures in the Community Development Department budget.

(4) Various increases, which include a single receipt of approximately $100,000 in Planning Fees, net of changes within other categories.

(5) Reduction for $151,550 in promissory note proceeds for water entitlement sales that were received in the prior year; and misc. revenues.

(6) Council proposed actuarial services, goals consultant, various closed session legal costs, transfer of $156,500 in memberships to the Economic Dev. budget.

(7) Moved $39,999 from the City Manager for HdL Economic Development (ED) Services, $25,000 for ED consultant, and a transfer of $156,500 in economic development related memberships from the City Council budget.

(8) Reflect the estimated amount of special legal services needed through the end of the fiscal year.

(9) Includes a $152,351 invoice for the prior year true-up of fire contract services, net of other adjustments.

(10) Primarily $43,500 for new Council Chamber chairs, $23,000 for Police vehicle outfitting, and $19,000 for parking meter replacements.

(11) Includes a reduction of $151,550 in water entitlement transfers to the Local Water Project, which took place in the prior year.

Fiscal Year 22/23 Mid-Year Position Requests

CURRENT POSITION AUTHORIZATION	PROPOSED POSITION AUTHORIZATION	TIME	BUDGET UNIT	CHANGE IN FTE	FY 22/23 APPLICABLE COSTS	ESTIMATED ANNUAL COSTS
FINANCE DEPARTMENT [1]						
MANAGEMENT ANALYST (0.75)	SENIOR ACCOUNTING ASSISTANT (1.00)	F	131	0.44	10,007	30,022
ACCOUNTANT	SENIOR ACCOUNTANT	F	131	-	4,201	12,602
SENIOR ACCOUNTING ASST (ALLOCATION ONLY)		F	131	(0.15)	(4,996)	($14,987)
FINANCE MGR/DEPUTY (ALLOCATION ONLY)		F	131	(0.15)	(8,805)	($26,414)
				0.14	**$408**	**$1,223**
INFORMATION TECHNOLOGY DEPARTMENT						
IT SUPPORT SPECIALIST	IT SUPPORT SPECIALIST	F	133	**0.25**	**$6,037**	**$18,111**
POLICE						
POLICE RECORDS SUPERVISOR	MANAGEMENT ANALYST	F	301	-	$6,520	$19,560
POLICE SERVICES TECH II	PROPERTY & EVIDENCE TECH	F	301	-	$1,395	$4,185
ADMINISTRATIVE SERVICES MANAGER / PIO	POLICE COMMANDER	F	301	-	$2,500	$7,500
COMMUNITY SERVICE OFFICER (HALF-TIME)	COMMUNITY SERVICE OFFICER (FULL-TIME)	F	301	0.50	$18,178	$54,535
				0.50	**$28,593**	**$85,780**
RECREATION						
SEASONAL/PART-TIME SALARIES	SEASONAL/PART-TIME SALARIES	P	421	-	-	$40,000
(ADDITIONAL FUNDING TO SUPPORT VARIOUS TEMPORARY POSITIONS - FUNDING AVAILABLE THROUGH EXISTING BUDGET)						
OFFICE ASSISTANT		F	421	0.75	$17,240	$51,721
				0.75	**$17,240**	**$91,721**
COMBINED CHANGES TO THE GENERAL FUND				**1.64**	**52,278**	**196,835**
CEMETERY [1]						
OFFICE ASSISTANT (TWO HALF-TIME POSITIONS)	OFFICE ASST. (CONSOLIDATE TO A BENEFITTED 3/4 TIME POSITION	P	611	(0.25)	($126)	(378)
MANAGEMENT ANALYST (ALLOCATION ONLY)		F	611	0.10	$3,602	$ 10,806
COMBINED CHANGES TO THE CEMETERY FUND				**(0.15)**	**$3,476**	**$ 10,428**
WORKERS COMPENSATION AND RISK MANAGEMENT FUNDS [1]						
MANAGEMENT ANALYST (ALLOCATION ONLY)		F	702	(0.10)	($3,602)	(10,806)
MANAGEMENT ANALYST (ALLOCATION ONLY)		F	701, 702	(0.19)	($7,224)	(21,673)
SENIOR ACCOUNTING ASST (ALLOCATION ONLY)		F	701	0.15	$4,996	$14,987
FINANCE MGR/DEPUTY (ALLOCATION ONLY)		F	701, 702	0.15	$8,805	$26,414
COMBINED CHANGES TO THE WORKERS COMP. AND RISK MANAGEMENT FUNDS				**0.01**	**2,974**	**$8,922**
COMBINED CITY-WIDE POSITION CHANGES				**1.50**	**58,729**	**$216,186**

(1) Several Finance Department staff have hours allocated to the General, Cemetery, Risk Management, and Workers Compensation Funds. The combined adjustments associated with these positions do not result in an increase in the number of positions. The combined cost of the Finance Department position allocations and proposed changes is $20,573, with $1,223 allocated to the General Fund.

OTHER FUNDS - REVENUE ADJUSTMENT SUMMARY

FUND	AMENDED BUDGET	MID-YEAR ESTIMATE	DIFFERENCE	NOTES
06 - State Franchise PEG	59,500	52,000	(7,500)	Adjustment to reflect current revenue patterns.
07 - Library Bldg & Equip Fund	170,025	200,825	30,800	Primarily related to receipt of Laws Local History Fund grant
08 - Museum Improvement Fund	3,000	4,200	1,200	Miscellaneous budgetary adjustments
09 - Downtown Business District	24,000	34,300	10,300	Adjustment based on receipting patterns
10 - Hospitality Imprvmt District	500,000	475,750	(24,250)	Adjustment based on receipting patterns
11 - Library Book Fund	40,000	44,672	4,672	Adjustment based on receipting patterns
12 - Fire Emerg. Equip Fund	19,650	20,350	700	Miscellaneous budgetary adjustments
15 - Housing Fund	75,000	192,000	117,000	Reflects repayment of housing loans and related interest
18 - Gas Tax Fund	447,875	374,951	(72,924)	Adjustment based on revised State estimates.
20 - RSTP-(TAMC)	1,000,000	1,082,430	82,430	Anticipated grant revenues to support new projects.
21 - Drug Awareness (DARE)	1,150	1,020	(130)	Miscellaneous budgetary adjustments.
24 - Stillwell Children'S Pool	400	500	100	Miscellaneous budgetary adjustments.
25 - Recreation Donation Fund	1,300	1,400	100	Miscellaneous budgetary adjustments.
27 - Lighthouse Maint.& Impv.	97,250	48,500	(48,750)	Adjustment for minimal activity in first part of year.
28 - Senior Housing Fund	-	100	100	Miscellaneous budgetary adjustments.
30 - Operating Grants	20	10	(10)	Miscellaneous budgetary adjustments.
31 - Operating Donations	3,600	1,600	(2,000)	Adjustment based on current receipting patterns.
40 - Poetry Promotion Fund	36,120	35,620	(500)	Miscellaneous budgetary adjustments.
42 - Pub Safety Aug Fund	376,500	375,000	(1,500)	Miscellaneous budgetary adjustments.
43 - SLESF Fund	248,000	267,000	19,000	Receipt of $20,000 State grant.
45 - Abandoned Vehicle Program	12,250	12,200	(50)	Miscellaneous budgetary adjustments.
47 - RMRA Fund	355,638	325,978	(29,660)	Adjustment to reflect receipting patterns.
70 - Emp Benefit Fund	341,050	345,568	4,518	Increased employee deposits in flexible health care spending.
71 - Workers Comp Fund	746,600	789,384	42,784	Aligned with transfers as part of payroll processing.
72 - Liability Ins Fund	543,000	555,500	12,500	Primarily related to reimbursable legal fees.
74 - Local Water Project	1,451,737	1,356,187	(95,550)	Primarily due to $151,550 in water entitlement transfers that were received and transferred in the prior year.
75 - Cemetery Fund	636,750	672,800	36,050	Increased sales and related services.
76 - Sewer Fund	4,313,135	4,316,666	3,531	Recognition of additional one-time fee.
77 - Golf Fund	386,500	797,500	411,000	Reflects receipt of percentage-based revenue and performance.
78 - Sewer Lateral Loans	11,500	12,700	1,200	Miscellaneous budgetary adjustments.
85 - Library Trust Fund	2,500	5,500	3,000	Adjustment to reflect current receipting patterns.
86 - Cemetery Endowment Fund	64,000	95,000	31,000	Increased sales and services, with corresponding endowments.
90 - Yount Nonexpendable Fund	7,500	5,000	(2,500)	Adjustment to align with expected interest.
	$ 17,686,193	$ 18,212,854	$ 526,661	

OTHER FUNDS - EXPENDITURE ADJUSTMENT SUMMARY

FUND	AMENDED BUDGET	MID-YEAR ESTIMATE	DIFFERENCE	NOTES
04 - Hyperbaric Chamber	22,000	22,345	345	Miscellaneous budgetary adjustments.
06 - State Franchise PEG	53,000	59,000	6,000	Budgetary adjustments to equipment.
07 - Library Bldg & Equip Fund	149,825	179,825	30,000	Expenditures related to new Laws Local History Fund grant.
09 - Downtown Business District	24,000	34,000	10,000	Pass through amount, aligned with estimated revenues.
10 - Hospitality Imprvmt Dist.	500,000	474,390	(25,610)	Pass through amount, aligned with estimated revenues.
11 - Library Book Fund	40,000	44,182	4,182	Revised estimate for printed materials.
15 - Housing Fund	216,181	187,721	(28,460)	Net adjustment for position vacancies.
17 - Local Streets And Roads	1,110,961	1,556,478	445,517	Additional funding of $619,000 for the Fiscal Year 22/23 Street Rehabilitation Project, net of completed project savings.
18 - Gas Tax Fund	462,614	450,689	(11,925)	Reductions for supplies and minor salary adjustments.
20 - RSTP-(TAMC)	1,000,000	332,430	(667,570)	Addition of Stormwater and Flashing Beacon projects, net of a $750,000 reduction in annual planned spending on the Cedar, Sunset, and Congress intersection improvements.
21 - Drug Awareness (DARE)	292	700	408	Miscellaneous budgetary adjustments.
25 - Recreation Donation Fund	8,500	7,500	(1,000)	Miscellaneous budgetary adjustments.
27 - Lighthouse Maint.& Impv.	155,708	124,791	(30,917)	Reduction for position vacancies at the first part of the year.
40 - Poetry Promotion Fund	9,700	16,700	7,000	Increased miscellaneous property expenses.
41 - Yount Income Fund	16,929	12,929	(4,000)	Adjustment for removal of allocated benefits.
43 - SLESF Fund	304,793	342,522	37,729	Increased grant and contract expenditures.
47 - RMRA Fund	664,566	604,806	(59,760)	Updated for estimated year-end project expenditures.
63 - Capital Improvement Fund	2,550,245	1,857,393	(692,852)	The variance is primarily related to a $376,000 revision for the Public Works Fire Project; and reductions in the $374,000 remaining project budget that was carried forward for the Point Poinos Coastal Trail Project. Only approx. $60,000 is needed in this year.
70 - Emp Benefit Fund	341,000	362,062	21,062	Increased health insurance contributions.
71 - Workers Comp Fund	751,264	814,482	63,218	Estimated increase in claims expense.
72 - Liability Ins Fund	544,239	582,747	38,508	Increased insurance premiums and reimburseable legal costs.
74 - Local Water Project	1,373,448	1,592,536	219,088	Increased utility costs and contract expenditures associated with operator agreement.
75 - Cemetery Fund	576,258	605,669	29,411	Increased utility costs of $25,000 and other net budgetary updates.
76 - Sewer Fund	4,348,574	4,161,871	(186,703)	Completed project savings of $90,000; and a $90,000 reduction to the estimated year-end project expenditures.
77 - Golf Fund	332,097	427,500	95,403	Primarily attributed to approx. $64,000 for est. capital improvement contributions and $25,000 for study.
84 - American Rescue Plan (ARPA)	2,111,524	2,005,199	(106,325)	Chataqauqua Hall Preservation Plan placed on hold at $25,000; with carry-forward of $81,325 related to the Purple Pipe Project.
	19,013,482	18,206,231	(807,251)	

ORDINANCE NO. xx-xxx

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADOPTING THE OPERATING AND CAPITAL PROJECTS BUDGET FOR THE FISCAL YEAR (FY) 2022-23

FACTS

1. The City Council approved the Fiscal Year 2022-23 Budget on June 15, 2022.

2. It is customary to amend the budget to adjust revenues and expenditures to reflect updated information since the adoption of the Fiscal Year 2022-23 Budget.

3. The City Manager is recommending amendments to the Fiscal Year 2022-23 Budget to reflect the City Council goals for the fiscal year budget.

4. The Council has determined it is appropriate to amend the approved budget for FY 2022-23.

5. Pursuant to Charter Article 15, an amendment of the budget must be approved by ordinance.

6. A summary of the Ordinance, approved by the City Attorney, was published on March 9, 2023.

7. 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.

8. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

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 set forth fully within the body of this ordinance.

SECTION 2. The revenue budget for the following funds is amended, as stated herein, which by this reference are incorporated as set forth in its entirety.

REVENUE ADJUSTMENT SUMMARY

FUND	DIFFERENCE
01 - General Fund	857,931
06 - State Franchise PEG	(7,500)
07 - Library Bldg & Equip Fund	30,800
08 - Museum Improvement Fund	1,200
09 - Downtown Business District	10,300
10 - Hospitality Imprvmt District	(24,250)
11 - Library Book Fund	4,672
12 - Fire Emerg. Equip Fund	700
15 - Housing Fund	117,000
18 - Gas Tax Fund	(72,924)
20 - RSTP-(TAMC)	82,430
21 - Drug Awareness (DARE)	(130)
24 - Stillwell Children'S Pool	100
25 - Recreation Donation Fund	100
27 - Lighthouse Maint.& Impv.	(48,750)
28 - Senior Housing Fund	100
30 - Operating Grants	(10)
31 - Operating Donations	(2,000)
40 - Poetry Promotion Fund	(500)
42 - Pub Safety Aug Fund	(1,500)
43 - SLESF Fund	19,000
45 - Abandoned Vehicle Program	(50)
47 - RMRA Fund	(29,660)
70 - Emp Benefit Fund	4,518
71 - Workers Comp Fund	42,784
72 - Liability Ins Fund	12,500
74 - Local Water Project	(95,550)
75 - Cemetery Fund	36,050
76 - Sewer Fund	3,531
77 - Golf Fund	411,000
78 - Sewer Lateral Loans	1,200
85 - Library Trust Fund	3,000
86 - Cemetery Endowment Fund	31,000
90 - Yount Nonexpendable Fund	(2,500)

SECTION 3. The expenditure budget for the following funds is amended, as stated herein. Which by reference are incorporated as set forth in its entirety.

EXPENDITURE ADJUSTMENTS	
FUND	DIFFERENCE
01 - General Fund	143,605
04 - Hyperbaric Chamber	345
06 - State Franchise PEG	6,000
07 - Library Bldg & Equip Fund	30,000
09 - Downtown Business District	10,000
10 - Hospitality Imprvmt Dist.	(25,610)
11 - Library Book Fund	4,182
15 - Housing Fund	(28,460)
17 - Local Streets And Roads	445,517
18 - Gas Tax Fund	(11,925)
20 - RSTP-(TAMC)	(667,570)
21 - Drug Awareness (DARE)	408
25 - Recreation Donation Fund	(1,000)
27 - Lighthouse Maint.& Impv.	(30,917)
40 - Poetry Promotion Fund	7,000
41 - Yount Income Fund	(4,000)
43 - SLESF Fund	37,729
47 - RMRA Fund	(59,760)
63 - Capital Improvement Fund	(692,852)
70 - Emp Benefit Fund	21,062
71 - Workers Comp Fund	63,218
72 - Liability Ins Fund	38,508
74 - Local Water Project	219,088
75 - Cemetery Fund	29,411
76 - Sewer Fund	(186,703)
77 - Golf Fund	95,403
84 - American Rescue Plan (ARPA)	(106,325)

SECTION 4. The Fiscal Year 2022/23 estimated fund balances based on this adjustment, are referenced herein [(1)]:

FUND	BEGINNING BALANCE	EST REV	EST EXP	EST. ENDING FUND BALANCE
01 - GENERAL FUND	12,010,279	31,253,000	31,998,906	11,264,373
04 - HYPERBARIC CHAMBER	12,146	10,600	22,345	401
06 - STATE FRANCHISE PEG	104,343	52,000	59,000	97,343
07 - LIBRARY BLDG & EQUIP FUND	88,303	200,825	179,825	109,303
08 - MUSEUM IMPROVEMENT FUND	414,069	4,200	213,217	205,052
09 - DOWNTOWN BUSINESS DISTRICT	1,972	34,300	34,000	2,272
10 - HOSPITALITY IMPRVMT DIST.	(1,360)	475,750	474,390	0
11 - LIBRARY BOOK FUND	26,059	44,672	44,182	26,549
12 - FIRE EMERG EQUIP FUND	159,222	20,350	22,000	157,572
15 - HOUSING FUND	281,845	192,000	187,721	286,124
17 - LOCAL STREETS AND ROADS	955,564	774,992	1,556,478	174,078
18 - GAS TAX FUND	172,309	374,951	450,689	96,571
20 - RSTP / TAMC	-	1,082,430	332,430	750,000
21 - DRUG AWARENESS (DARE)	302	1,020	700	622
24 - STILLWELL CHILDREN'S POOL	51,583	500	15,000	37,083
25 - RECREATION DONATION FUND	32,512	1,400	7,500	26,412
27 - LIGHTHOUSE MAINT.& IMPV.	183,380	48,500	124,791	107,089
28 - SENIOR HOUSING FUND	10,211	100	-	10,311
30 - OPERATING GRANTS	681	10	-	691
31 - OPERATING DONATIONS	57,736	1,600	-	59,336
40 - POETRY PROMOTION FUND	99,035	35,620	16,700	117,955
41 - YOUNT INCOME FUND	4,875	8,300	12,929	246
42 - PUB SAFETY AUG FUND	156,871	375,000	404,015	127,856
43 - SLESF FUND	115,890	267,000	342,522	40,368
45 - ABANDONED VEHICLE PROGRAM	12,955	12,200	-	25,155
47 - RMRA FUND	476,538	325,978	604,806	197,710
63 - CAPITAL IMPROV PROJ FUND	(21,195)	2,875,233	1,857,393	996,645
70 - EMP BENEFIT FUND	48,819	345,568	362,062	32,325
71 - WORKERS COMP FUND	49,555	789,384	814,482	24,457
72 - LIABILITY INS FUND	30,341	555,500	582,747	3,094
74 - LOCAL WATER PROJECT	1,434,833	1,356,187	1,592,536	1,198,484
75 - CEMETERY FUND	723,195	672,800	605,669	790,326
76 - SEWER FUND	21,575,089	4,316,666	4,161,871	21,729,884
77 - GOLF FUND	3,180,321	797,500	427,500	3,550,321
78 - SEWER LATERAL LOANS	197,277	12,700	-	209,977
84 - AMERICAN RESCUE PLAN-ARPA	293,369	1,849,559	2,005,199	137,729
85 - LIBRARY TRUST FUND	517,528	5,500	-	523,028
86 - CEMETERY ENDOWMENT FUND	1,858,607	95,000	-	1,953,607
90 - YOUNT NONEXPENDABLE FUND	790,564	5,000	7,500	788,064

(1) The estimated ending "available" fund balance for the enterprise funds, are as follows: Local Water Project at $25,807; Cemetery Fund at $720,122; Sewer Fund at $6,435,156; Golf Fund at $512,872.

SECTION 5. In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 15th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

City of Pacific Grove

Fiscal Year 2022-23 Mid-Year Budget Report

First Reading of an Ordinance to Amend The Budget

Tori Hannah, thannah@cityofpacificgrove.org

Tentative Financial Calendar

Month	Topic
This Evening	Mid-Year Budget Presentation
March	Long-Term Forecast
March	Budget Workshop
April	Capital Improvement Plan
April/May	Master Fee Schedule
May	GANN Appropriation Limit
June	Proposed Budget, First Reading of Ordinance
	Budget Adoption, Second Reading of Ordinance



Key Changes

- General Fund
  - Updates for anticipated revenue performance
  - Additional expenditures
    - Revised estimates operating costs
    - Additional capital outlay: Council Chamber chairs, police vehicle outfitting, park meter replacements.
    - Position Changes
      - Addition of 1.50 positions
        - Community Service Officer (CSO): 0.50 position
        - Recreation Department Office Assistant: 0.75 position
        - Information Technology Support Specialist: 0.25 position
      - Additional Recreation Department seasonal staffing
      - Reclassification and allocation changes

General Fund Overview

Fiscal Year	Adopted (1)	Amended (1)	**Estimated (1)**	Difference
Beginning Fund Bal.	$ 12,010,279	$ 12,010,279	**$ 12,010,279**	-
Revenues	$ 30,380,119	$ 30,395,069	**$ 31,253,000**	$ 857,931
Expenses				
Operating	$ 26,353,457	$ 26,780,096	**$ 26,990,721**	$ 210,625
Capital Outlay	145,000	1,162,053	**1,244,221**	82,168
Debt Service	2,237,415	2,237,415	**2,239,777**	2,362
Capital Project Trans.	575,000	575,000	**575,000**	-
Transfers Out	1,100,737	1,100,737	**949,187**	(151,550)
Total Expenses	$ 30,411,609	$ 31,855,301	**$ 31,998,906**	$ 143,605
Net Difference	(31,490)	(1,460,232)	**(745,906)**	714,326
Ending Fund Bal.	$ 11,978,789	$ 10,550,047	**$ 11,264,373**	$ 714,326

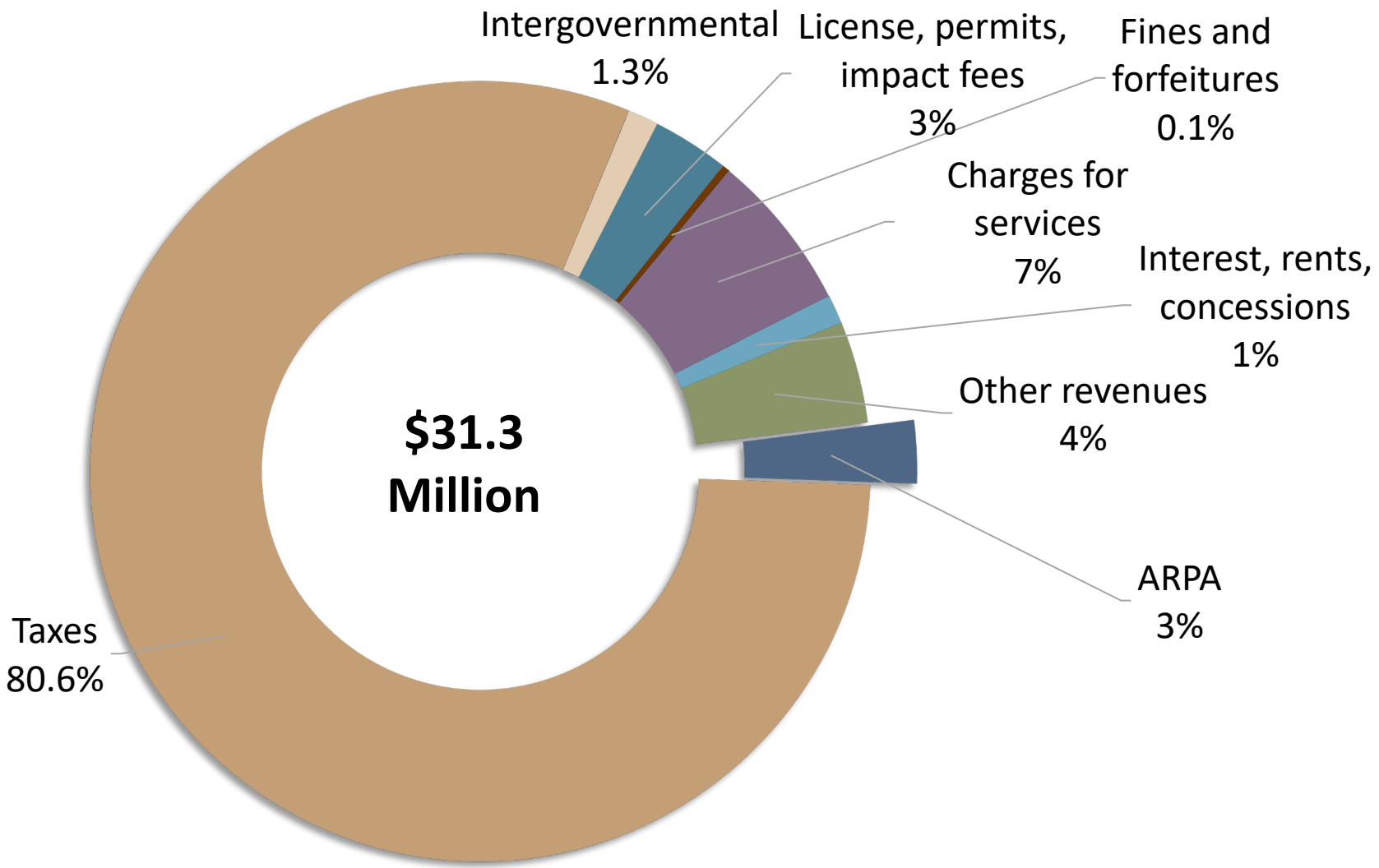
(1) The Beginning Fund Balance was updated to reflect the audited financial statements for the General Fund Operating Fund. The sub-funds were excluded. They typically have minimal activity

General Fund Reserve Target



Fiscal Year 22/23	Percent	Amount
Estimated ending general fund operating balance		$11,264,373
Operating Expense		$26,990,721
Debt Service		2,239,777
Subtotal		$29,230,498
Reserve Calculation:		
Cash Flow	20%	$5,846,100
Fiscal Stability	10%	2,923,050
Contingency	5%	1,461,524
Minimum Policy Limits	**35%**	**$10,230,674**
Difference from Target		**$1,033,699**

General Fund Revenues



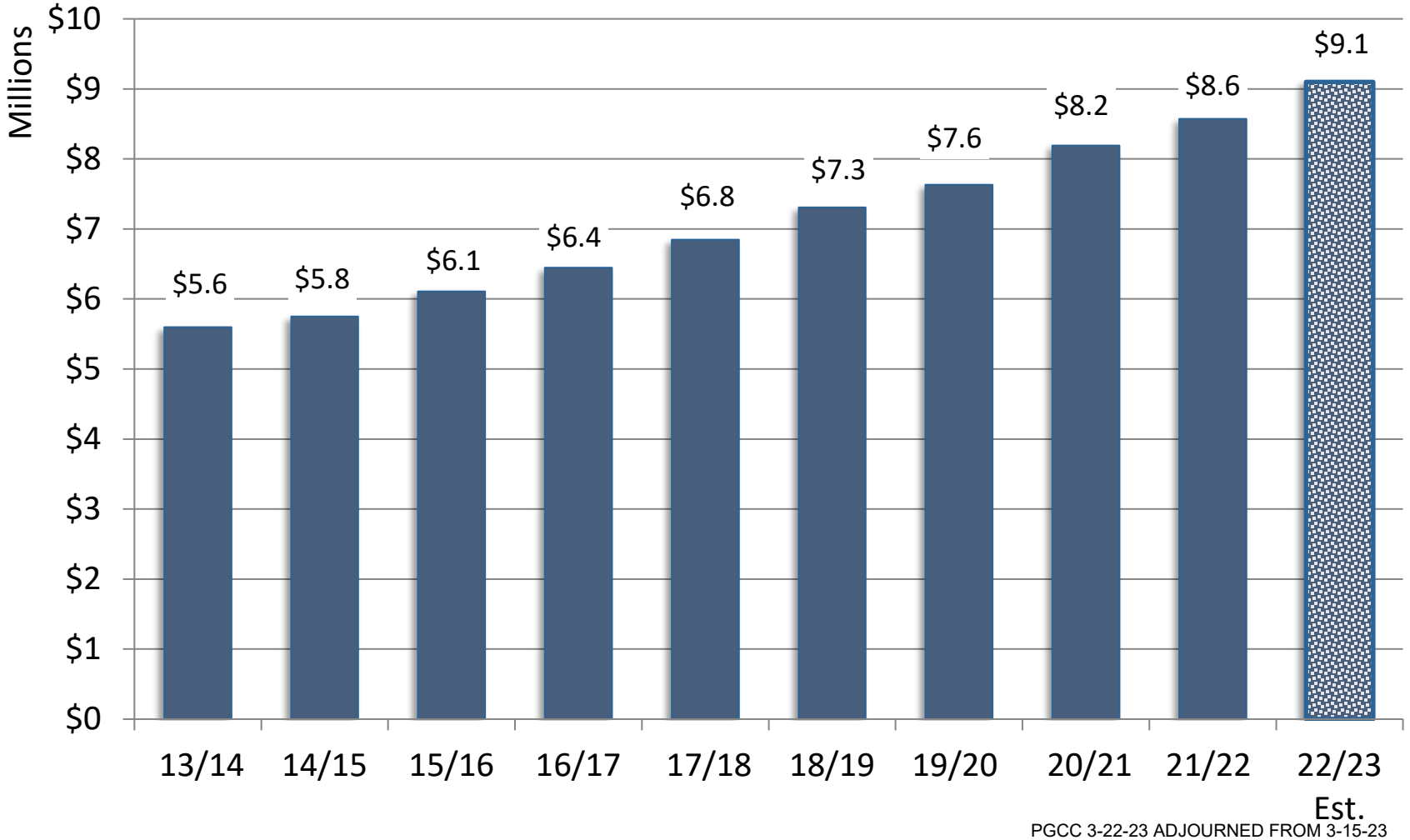
General Fund Revenues

Source	Amended	Estimated	Difference	Prior Year
Property Taxes	8,840,000	**9,102,000**	262,000	8,573,967
TOT Tax	5,962,000	**6,482,000**	520,000	6,348,982
Sales & Use Tax	5,616,000	**5,564,000**	(52,000)	4,540,782
Franchise, Utility Tax	3,475,000	**3,520,000**	45,000	3,371,597
Business licenses	322,000	**365,000**	43,000	345,965
Other Taxes	237,000	**176,000**	(61,000)	231,389
License, permits, Imp fee	1,045,000	**987,000**	(58,000)	913,160
Intergovernmental	292,382	**401,000**	108,618	150,516
Charges for Services	1,928,000	**2,061,000**	133,000	1,876,745
Fines, Forfeiture	49,000	**106,000**	57,000	37,917
Interest, rents, conc.	310,000	**378,000**	68,000	72,514
Other revenues	1,518,687	**1,311,000**	(207,687)	1,222,702
ARPA	800,000	**800,000**	-	1,554,038
Other Interfund Transfers	-	**-**	-	181,000
Total	**$ 30,395,069**	**$ 31,253,000**	**$ 857,931**	**$ 29,421,274**

Property Tax Trends

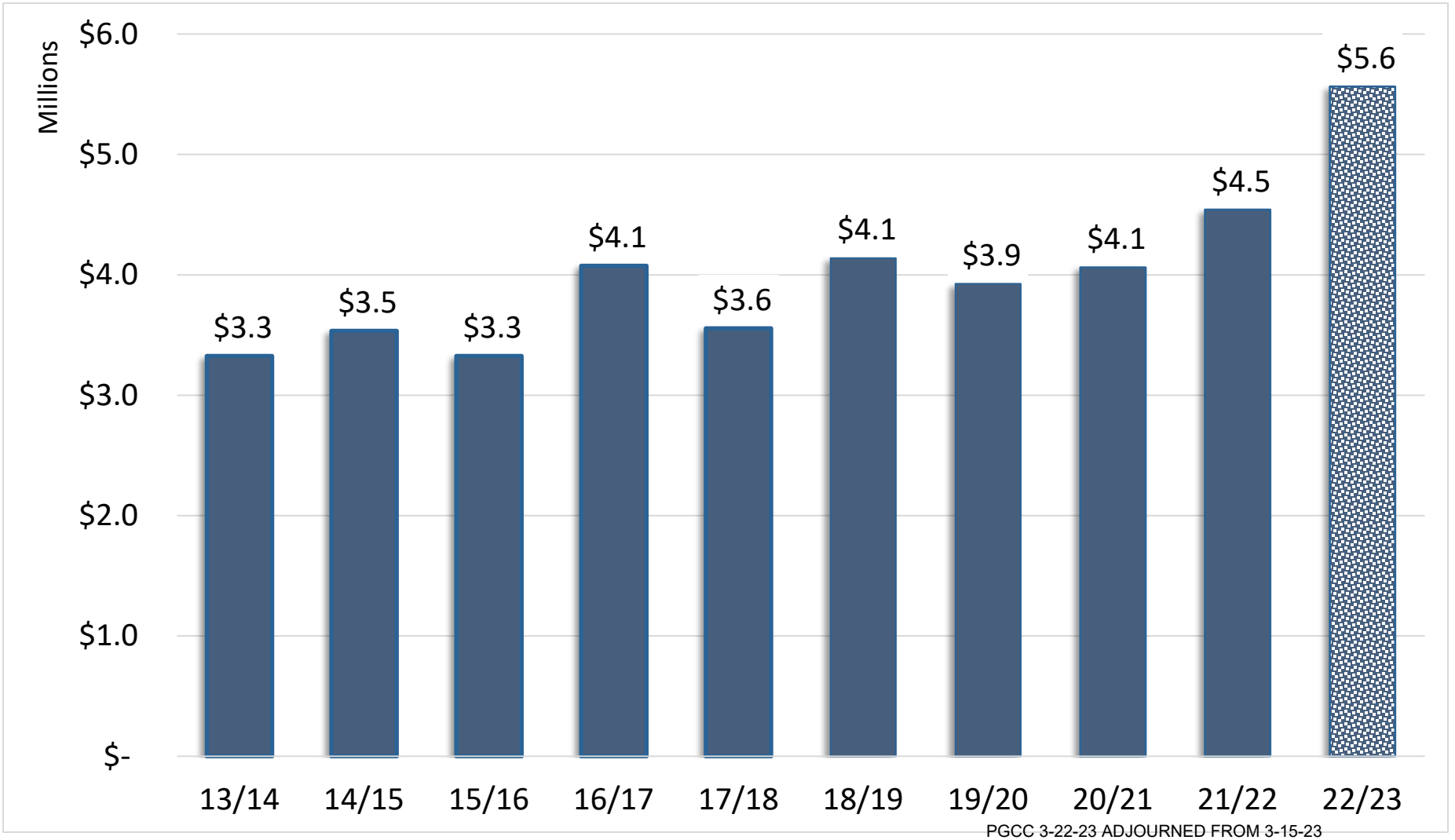
Estimated Fiscal Year 22/23 growth at 6.2%

(additional information pending from Monterey County Assessor's Office)



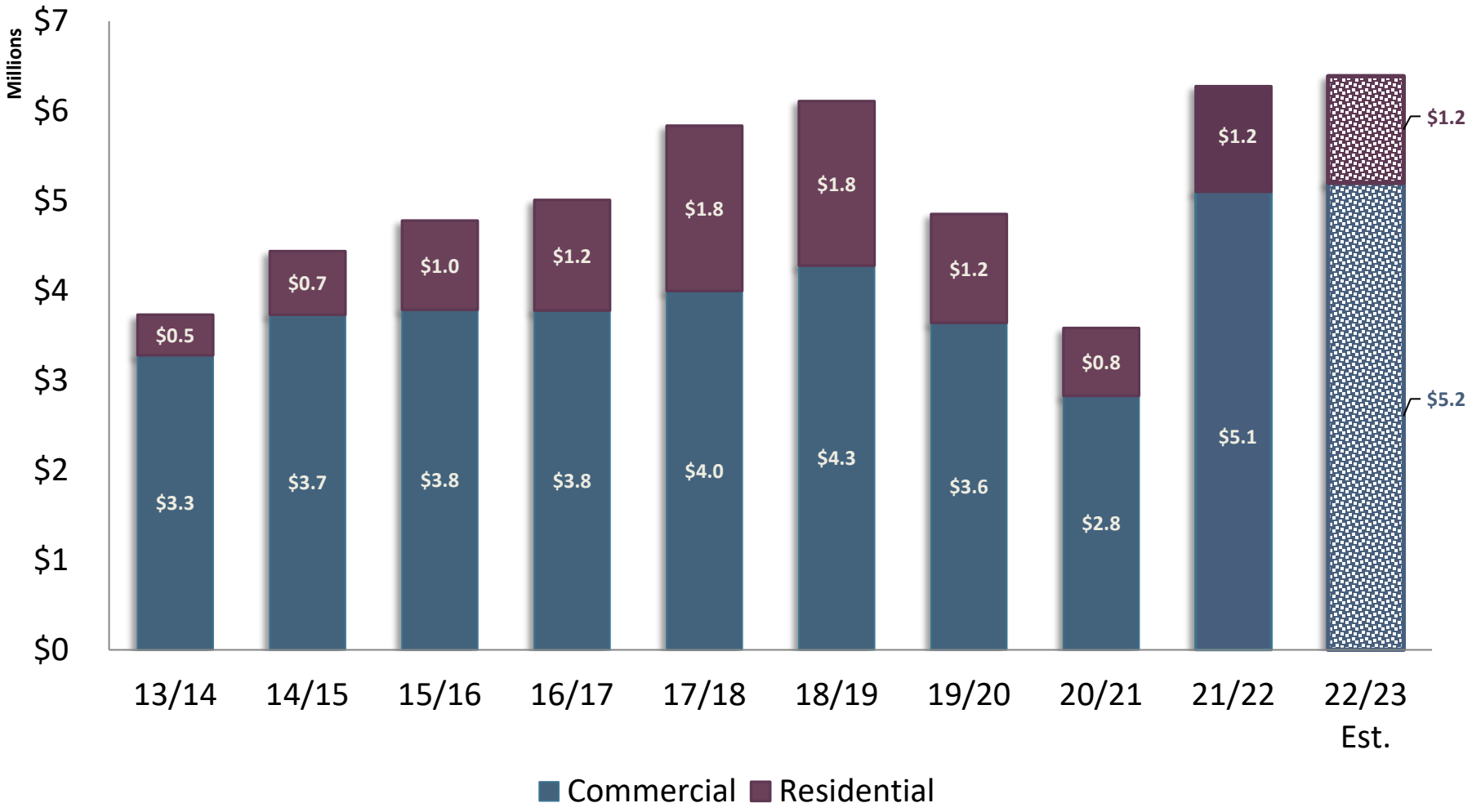
Sales and Use Tax Trends

Includes addition of Measure A for three-quarters of the year

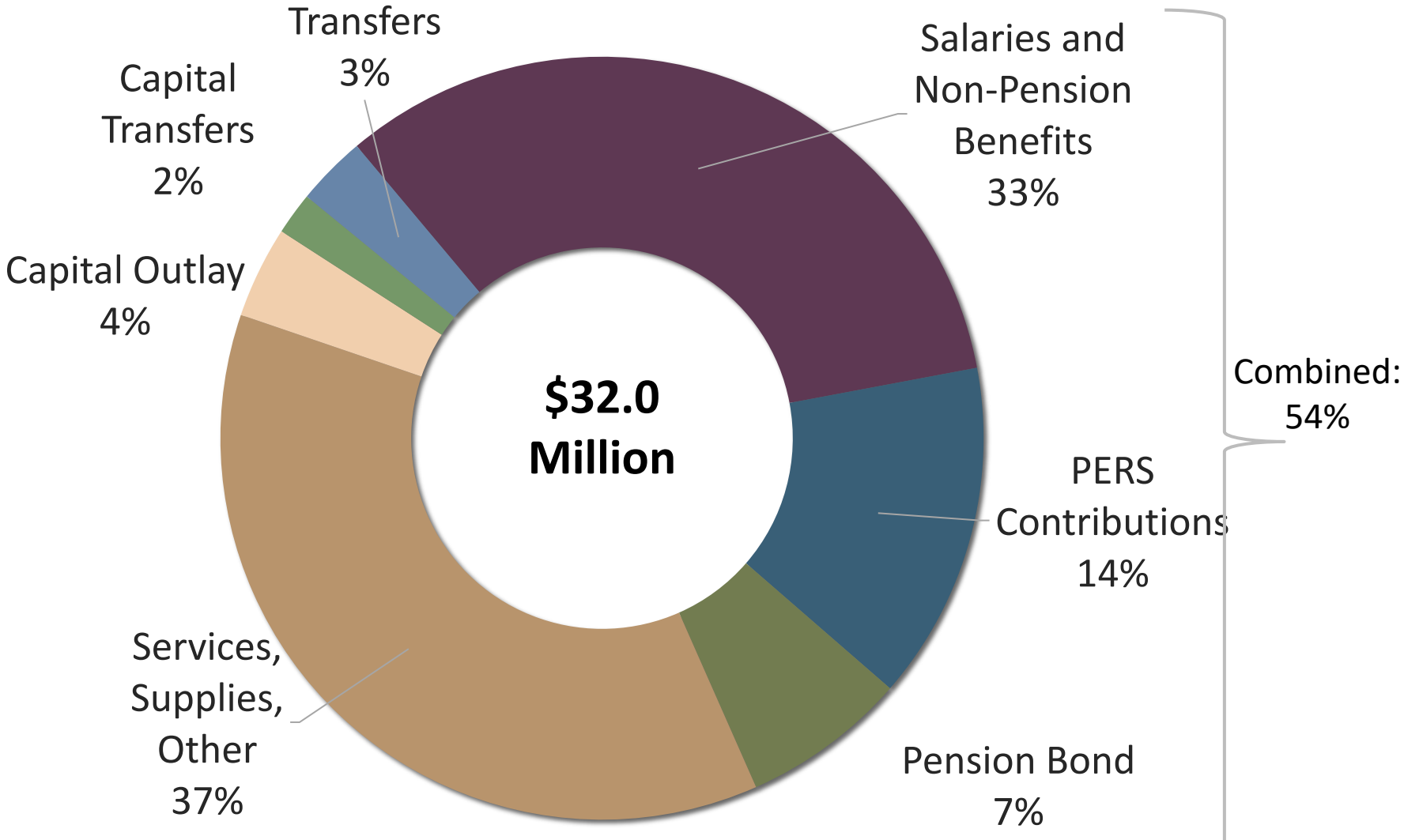


Transient Occupancy Tax Trends

Excludes short-term rental licensing and application fees



General Fund Expenditures



General Fund Expenditures

Departments	Amended	**Estimated**	Diff.	Prior Year
City Council	$ 435,227	**$ 646,831**	$ 211,604	$ 412,406
City Manager	1,243,756	**1,223,495**	(20,261)	1,167,592
Economic Development	124,833	**203,677**	78,844	-
City Attorney	812,100	**711,100**	(101,000)	647,114
Finance/IT	2,427,233	**2,358,091**	(69,142)	1,905,627
CDD	2,913,339	**2,912,968**	(371)	2,273,088
Police	7,895,899	**7,925,586**	29,687	7,162,569
Fire	4,246,200	**4,365,373**	119,173	3,955,545
Public Works	4,320,643	**4,296,703**	(23,940)	3,677,218
Library	1,125,728	**1,116,332**	(9,396)	972,906
Recreation	920,638	**905,065**	(15,573)	722,149
Museum	314,500	**325,500**	11,000	309,763
Capital Outlay/Projects	1,737,053	**1,819,221**	82,168	537,759
Debt Service	2,237,415	**2,239,777**	2,362	2,170,415
Transfer	1,100,737	**949,187**	(151,550)	938,515
Total	**$ 31,855,301**	**$ 31,998,906**	**$ 143,605**	**$ 26,852,666**

Other Funds

- All funds projected to end the year with a positive fund balance

- Changes in budgetary estimates
  - Golf Course revenues and expenditures
  - Project carry-forward adjustments: Capital Improvement, Sewer, RSTP/TAMC, and ARPA Funds
  - Public Works Fire Project
  - Local Water Project

- New grant-funded projects and costs
  - Regional Surface Transportation Program (RSTP) Grants
    - Stormwater improvements at 18th and Spruce Avenue
    - Flashing beacons at the 19th and Sunset intersection, directly adjacent to PG High School
  - Laws Local History Fund Grant
    - Glass display cases

Questions?

City Council
City of Pacific Grove

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
CITY COUNCIL					
10 - CITY COUNCIL	5201	REGULAR CITY COUN CONTRACT SERVICES	5,000	MUNICIPAL CODE PUBLISHING & MISC CONTRACT SERVICES	-
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	100,000	ACTURIAL STUDY	25,000
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	CSI HR CONSULTING SERVICES	20,000
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	MISC CONSULTING SERVICES	5,000
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	RENNE PUBLIC MANAGEMENT GROUP	50,000
10 - CITY COUNCIL	5205	REGULAR CITY COUN LEGAL SERVICES	215,000	RENNE PUBLIC LAW GROUP - PERSONNEL MATTER	90,000
10 - CITY COUNCIL	5205	REGULAR CITY COUN LEGAL SERVICES	-	NIELSON LAW-DISTRICT RE-ELECTION CONSIDERATIONS	75,000
10 - CITY COUNCIL	5205	REGULAR CITY COUN LEGAL SERVICES	-	ROGERS, DONNELL LAW FIRM- POTENTIAL LITIGATIONS	50,000
10 - CITY COUNCIL	5211	REGULAR CITY COUN POSTAGE	1,836		-
10 - CITY COUNCIL	5213	REGULAR CITY COUN BANK FEES	-		-
10 - CITY COUNCIL	5215	REGULAR CITY COUN MEETING/TRAINING/	15,000	LEAGUE OF CA MEETINGS/CONF	15,000
10 - CITY COUNCIL	5216	REGULAR CITY COUN ATTENDANCE COSTS	2,000	PG CHAMBER LUNCH	-
10 - CITY COUNCIL	5217	REGULAR CITY COUN TRAVEL, MEAL COST	200		-
10 - CITY COUNCIL	5221	REGULAR CITY COUN ADVERTISING	6,000	PUBLIC NOTICES	6,000
10 - CITY COUNCIL	5222	REGULAR CITY COUN UTILITIES	1,500		-
10 - CITY COUNCIL	5225	REGULAR CITY COUN OPERATING LEASES/	100		-
10 - CITY COUNCIL	5230	REGULAR CITY COUN INTERNAL SERVICE	8,000	ALLOCATION FOR LIABILITY AND WC FUND	-
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	83,500	MBAY AIR	7,500
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	TAMC	5,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	UNITED WAY	5,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	ASSOC OF MONTEREY BAY GOVERNMENTS (AMBAG)	4,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LEAGUE OF CA CITIES	7,500
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	GATHERING FOR WOMEN	16,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	COMMUNITY HUMAN SERVICES	20,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	RACE FORWARD	1,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LAFCO	16,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	MONTEREY COUNTY MAYORS ASSOCIATION	1,500
10 - CITY COUNCIL	5291	REGULAR CITY COUN MISC. DEPT EXPENS	7,000	COUNCIL MEETING MEALS	-
10 - CITY COUNCIL	5292	REGULAR CITY COUN PRIOR YEAR ADJUST	-		-
10 - CITY COUNCIL	5301	REGULAR CITY COUN OFFICE SUPPLIES	200		-
10 - CITY COUNCIL	5303	REGULAR CITY COUN BOOKS, PRINTED MA	200		-
10 - CITY COUNCIL	5306	REGULAR CITY COUN OFFICE EQUIPMENT	-		-
10 - CITY COUNCIL	5401	REGULAR CITY COUN FUND TRANSFERS	-		-
10 - CITY COUNCIL	5471	REGULAR CITY COUN EDC CONTRIBUTION	-		-
			445,536		

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
CITY MANAGER					
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	45,000	SAME DAY SHRED	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	SCANNING SERVICES	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	OTHER CONTRACT SERVICES	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	MISC	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	DOJ BACKGROUND CHECKS	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	CODE PUBLISHING	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	UNFORESCEEN EXECUTIVE RECRUITMENT	-
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	TRAINING DAY SPEAKER	-
12 - CITY MANAGER	5202	CITY MANAGER OPER PROF/CONSULTANT S	20,000	MISC. CONSULTING, CITY-WIDE TRAININGS	-
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	65,000	POA NEGOTIATIONS	-
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	LCW EMPLOYMENT LEGAL ADVICE	-
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	NOLAND - POLICY AND PROCEDURE UPDATE	-
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	UNFORESEEN INVESTIGATIONS	-
12 - CITY MANAGER	5207	CITY MANAGER OPER MAINTENANCE SERVI	-		-
12 - CITY MANAGER	5208	CITY MANAGER OPER CONTRACT PERSONNE	2,000		-
12 - CITY MANAGER	5211	CITY MANAGER OPER POSTAGE	500		-
12 - CITY MANAGER	5212	CITY MANAGER OPER TELEPHONE	1,000		-
12 - CITY MANAGER	5213	CITY MANAGER OPER BANK FEES	-		-
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	17,000	TRAINING/EDU FOR CITY MANAGER'S DEPT	-
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	REQUIRED LEGAL/COMPLIANCE UPDATES FOR CITY CLERK AND HR DIRECTOR	-
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	ICMA OR LEAGUE OF CA CITIES CONFERENCE FOR CITY MANAGER	-
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	DEI TRAINING FOR DEI COORDINATOR	-
12 - CITY MANAGER	5216	CITY MANAGER OPER ATTENDANCE COSTS	4,000		-
12 - CITY MANAGER	5217	CITY MANAGER OPER TRAVEL, MEAL COST	1,800		-
12 - CITY MANAGER	5218	CITY MANAGER OPER EDUCATION INCENTI	-		-
12 - CITY MANAGER	5219	CITY MANAGER OPER POST TRAINING	-		-
12 - CITY MANAGER	5221	CITY MANAGER OPER ADVERTISING	1,500		-
12 - CITY MANAGER	5222	CITY MANAGER OPER UTILITIES	2,500		-
12 - CITY MANAGER	5224	CITY MANAGER OPER EQUIP REPAIR, MAI	400		-
12 - CITY MANAGER	5225	CITY MANAGER OPER OPERATING LEASES/	5,000		-
12 - CITY MANAGER	5230	CITY MANAGER OPER INTERNAL SERVICE	38,000	ALLOCATION -LIABILITY, WC AND EMPLOYEE BENEFITS FUND	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	27,000	RECRUITMENT AND RETENTION - VARIOUS PROVISIONS	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	RECRUITMENT ADS	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE ANNUAL TRAINING DAY	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE APPRECIATION	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE MONTHLY ENGAGEMENT EVENTS	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE PHYSICAL FITNESS ASSESSMENTS	-
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	OPEN ENROLLMENT	-
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	34,527	SOCIAL MEDIA TRAINING	-
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	-	EXECUTIVE TRAINING	-
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	-	ANNUAL SALARY SURVEY	-
12 - CITY MANAGER	5238	CITY MANAGER OPER TUITION REIMBURSE	1,500	TUITION REIMBURSEMENT PROGRAM	-
12 - CITY MANAGER	5239	CITY MANAGER OPER DEPT APPLICATION	-		-
12 - CITY MANAGER	5261	CITY MANAGER OPER SUBSCRIPTIONS, ME	3,200		-
12 - CITY MANAGER	5291	CITY MANAGER OPER MISC. DEPT EXPENS	2,000		-

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
12 - CITY MANAGER	5292	CITY MANAGER OPER PRIOR YEAR ADJUST	-		-
12 - CITY MANAGER	5301	CITY MANAGER OPER OFFICE SUPPLIES	1,500		-
12 - CITY MANAGER	5303	CITY MANAGER OPER BOOKS, PRINTED MA	500		-
12 - CITY MANAGER	5306	CITY MANAGER OPER OFFICE EQUIPMENT	1,000		-
12 - CITY MANAGER	5309	CITY MANAGER OPER OTHER SUPPLIES	200		-
12 - CITY MANAGER	5322	CITY MANAGER OPER SMALL TOOLS	-		-
12 - CITY MANAGER	5428	CITY MANAGER OPER CM CONTRACT REIMB	-		-
12 - CITY MANAGER	5601	CITY MANAGER OPER SPECIAL PROGRAMS	40,000	PIO PROGRAM - MATERIALS, PRINTING, ADVERTISING, GRAPHIC DESIGN, POSTAGE; CONSULTING SERVICES	40,000
			315,127		

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
ECONOMIC DEVELOPMENT					
12 - CITY MANAGER	5201	ECONOMIC DEVELOPM CONTRACT SERVICES	39,999	HDL ECONOMIC DEVELOPMENT SERVICES	-
12 - CITY MANAGER	5201	ECONOMIC DEVELOPM CONTRACT SERVICES	-		
12 - CITY MANAGER	5202	ECONOMIC DEVELOPM PROF/CONSULTANT S	25,000	CONSULTING	-
12 - CITY MANAGER	5212	ECONOMIC DEVELOPM TELEPHONE	-		-
12 - CITY MANAGER	5291	ECONOMIC DEVELOPM MISC. DEPT EXPENS	156,500		-
12 - CITY MANAGER	5291	ECONOMIC DEVELOPM MISC. DEPT EXPENS		MCCVB	153,000
12 - CITY MANAGER	5291	ECONOMIC DEVELOPM MISC. DEPT EXPENS		MONTEREY COUNTY BUSINESS COUNCIL	500
12 - CITY MANAGER	5291	ECONOMIC DEVELOPM MISC. DEPT EXPENS		MONTEREY BAY ECONOMIC PARTNERSHIP	3,000
12 - CITY MANAGER	5471	ECONOMIC DEVELOPM EDC CONTRIBUTION	38,500	EDC FUNDS	-
12 - CITY MANAGER	5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	25,000	FACADE PROGRAM	-
12 - CITY MANAGER	5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	-		
			284,999		

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
ADMIN SERVICES FINANCE					
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	304,000	HDL SERVICES - TOT, BUSINESS LICENSE, AND SALES TAX	60,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ADT CAMERA MONITORING SERVICES	4,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	GASB 68 REPORT	2,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	COIN PICKUP	3,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	SUPPLEMENTAL CAFR STATS	2,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	OPENGOV/CLEARGOV	12,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	MISC: WATER, COPIER CHARGES	5,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ANNUAL AUDIT	40,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	TAMC AUDIT	4,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ADD SINGLE AUDIT	5,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	RATE STUDY & DEVELOPMENT IMPACT FEES	48,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	STATE ELECTION TAX IMPLEMENTATION	42,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	MID YEAR ADDED $20,000 FOR FEE & DEVELOPMENT STUDY	20,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	MID-YEAR TEMP SERVICES & CONTRACT FEE	45,000
13 - ADMIN SERVICES	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	SOFTWARE UPGRADE COST	12,000
13 - ADMIN SERVICES	5202	FINANCE & ACCOUNT PROF/CONSULTANT S	25,000	REQUIRED ACTUARIAL STUDIES, POTENTIAL USE OF BOND COUNSEL AND	-
13 - ADMIN SERVICES	5202	FINANCE & ACCOUNT PROF/CONSULTANT S	-	FINANCIAL ADVISOR FOR FIRE ENGINE FINANCING; ASSISTANCE WITH	-
13 - ADMIN SERVICES	5202	FINANCE & ACCOUNT PROF/CONSULTANT S	-	IMPLEMENTING NEW ACCOUNTING PRONOUNCEMENTS, AND MISC	-
13 - ADMIN SERVICES	5205	FINANCE & ACCOUNT LEGAL SERVICES	2,500		-
13 - ADMIN SERVICES	5206	FINANCE & ACCOUNT DATA, COMMUNICATI	200		-
13 - ADMIN SERVICES	5211	FINANCE & ACCOUNT POSTAGE	3,000		-
13 - ADMIN SERVICES	5212	FINANCE & ACCOUNT TELEPHONE	-		-
13 - ADMIN SERVICES	5213	FINANCE & ACCOUNT BANK FEES	70,000	CLIENT ANALYSIS STATEMENT BANK FEES	23,000
13 - ADMIN SERVICES	5213	FINANCE & ACCOUNT BANK FEES	-	HDL BANKING ASSOCIATED FEES	5,000
13 - ADMIN SERVICES	5213	FINANCE & ACCOUNT BANK FEES	-	MERCHANT TRANSACTION FEES	40,000
13 - ADMIN SERVICES	5213	FINANCE & ACCOUNT BANK FEES	-	MISC FEES	2,000
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	16,000	LOCAL CSMFO QUARTERLY REGIONAL MEETINGS/TRAININGS	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	CSMFO ANNUAL CONFERENCE APPROX 2 STAFF	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	CAL ASSOC OF PUBLIC PROCUREMENT OFFICIALS (CAPPO) TRAINING OR CONF	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	GFOA TRAINING ANNUAL GASB COMPLIANCE UPDATE AND/OR ACCT COURSES APPROX 2-3 STAFF	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	E-FINANCE PLUS YEAR-END UPDATES W-2S AND 1099S	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	MISC TRAINING SEMINARS PARAPROFESSIONALS	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	YEAR END TAX SEMINAR	-
13 - ADMIN SERVICES	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	MISC WEBINARS OR STATE PROFESSIONAL DEVELOPMENT COURSES	-
13 - ADMIN SERVICES	5216	FINANCE & ACCOUNT ATTENDANCE COSTS	-		-
13 - ADMIN SERVICES	5217	FINANCE & ACCOUNT TRAVEL, MEAL COST	1,000		-
13 - ADMIN SERVICES	5220	FINANCE & ACCOUNT TRAINING	-		-
13 - ADMIN SERVICES	5221	FINANCE & ACCOUNT ADVERTISING	1,000		-
13 - ADMIN SERVICES	5222	FINANCE & ACCOUNT UTILITIES	15,000	BASED ON CURRENT USAGE, PRIOR BUDGET NOT UPDATED	-
13 - ADMIN SERVICES	5224	FINANCE & ACCOUNT EQUIP REPAIR, MAI	-		-
13 - ADMIN SERVICES	5225	FINANCE & ACCOUNT OPERATING LEASES/	8,000		-
13 - ADMIN SERVICES	5230	FINANCE & ACCOUNT INTERNAL SERVICE	47,000		-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	1,000		-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	GFOA MEMBERSHIP - DIRECTOR MEMBERSHIP, CITY MEMBERSHIP	-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	CSMFO MEMBERSHIPS - DIRECTOR, ANALYST, ASM, SR ACCT AST	-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	CAPPO - SR ACCT ASST, DIRECTOR	-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	SUPERION USER GROUP - SR ACCT ASST AND ASM	-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	COSTCO	-
13 - ADMIN SERVICES	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	ASSOCIATE GFOA MEMBER - ASM	-

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
13 - ADMIN SERVICES	5291	FINANCE & ACCOUNT MISC. DEPT EXPENS	6,000		-
13 - ADMIN SERVICES	5301	FINANCE & ACCOUNT OFFICE SUPPLIES	9,000		-
13 - ADMIN SERVICES	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	4,000		-
13 - ADMIN SERVICES	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	BUDGET PRINTING OR AWARD APPLICATION	-
13 - ADMIN SERVICES	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	CAFR AWARD	-
13 - ADMIN SERVICES	5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	5,000		-
13 - ADMIN SERVICES	5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	-	MAY INCLUDE ERGONOMIC EQUIPMENT FOR COUNTER	-
13 - ADMIN SERVICES	5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	-	CHAIRS	-
			517,700		

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
RECREATION					
42 - RECREATION	5201	RECREATION OPERAT CONTRACT SERVICES	10,000		-
42 - RECREATION	5205	RECREATION OPERAT LEGAL SERVICES	-		-
42 - RECREATION	5207	RECREATION OPERAT MAINTENANCE SERVI	-		-
42 - RECREATION	5208	RECREATION OPERAT CONTRACT PERSONNE	35,000		-
42 - RECREATION	5208	RECREATION OPERAT CONTRACT PERSONNE	-	CONTRACTED INSTRUCTOR PROGRAMS-DANCE-CHESS CLUB-YOGA	-
42 - RECREATION	5208	RECREATION OPERAT CONTRACT PERSONNE	-	REVENUE GENERATING PROGRAMS	-
42 - RECREATION	5211	RECREATION OPERAT POSTAGE	1,000		-
42 - RECREATION	5212	RECREATION OPERAT TELEPHONE	4,000		-
42 - RECREATION	5213	RECREATION OPERAT BANK FEES	18,433	BANK FEES FOR ONLINE REG - USER PAYS	-
42 - RECREATION	5215	RECREATION OPERAT MEETING/TRAINING/	-		-
42 - RECREATION	5216	RECREATION OPERAT ATTENDANCE COSTS	-		-
42 - RECREATION	5217	RECREATION OPERAT TRAVEL, MEAL COST	500		-
42 - RECREATION	5221	RECREATION OPERAT ADVERTISING	6,000		-
42 - RECREATION	5222	RECREATION OPERAT UTILITIES	175,000		-
42 - RECREATION	5223	RECREATION OPERAT BLDG REPAIR, MAIN	10,000	AGING FACILITIES	10,000
42 - RECREATION	5224	RECREATION OPERAT EQUIP REPAIR, MAI	-		-
42 - RECREATION	5225	RECREATION OPERAT OPERATING LEASES/	75		-
42 - RECREATION	5226	RECREATION OPERAT EQUIPMENT REPAIR	5,000	PARK EQUIPMENT REPAIR	5,000
42 - RECREATION	5227	RECREATION OPERAT VEHICLE REPAIR	1,000		-
42 - RECREATION	5230	RECREATION OPERAT INTERNAL SERVICE	26,000	ALLOCATION FOR LIABILITY, WORKERS COMP, AND EMPLOYEE BENEFIT FUNDS	-
42 - RECREATION	5231	RECREATION OPERAT INSURANCE	-		-
42 - RECREATION	5261	RECREATION OPERAT SUBSCRIPTIONS, ME	2,500		-
42 - RECREATION	5292	RECREATION OPERAT PRIOR YEAR ADJUST	-		-
42 - RECREATION	5301	RECREATION OPERAT OFFICE SUPPLIES	3,000		-
42 - RECREATION	5303	RECREATION OPERAT BOOKS, PRINTED MA	-		-
42 - RECREATION	5305	RECREATION OPERAT JANITORIAL SUPPLI	4,000		-
42 - RECREATION	5306	RECREATION OPERAT OFFICE EQUIPMENT	-		-
42 - RECREATION	5309	RECREATION OPERAT OTHER SUPPLIES	-		-
42 - RECREATION	5311	RECREATION OPERAT VEHICLE FUEL	1,100		-
42 - RECREATION	5361	RECREATION OPERAT RECREATION SUPPLI	14,000	SUPPLIES FOR REC PROGRAMS, PRESCHOOL & OPERATIONS	-
42 - RECREATION	5362	RECREATION OPERAT SPECIAL EVENT SUP	-		-
42 - RECREATION	5363	RECREATION OPERAT ARTS PROMOTION EX	-		-
42 - RECREATION	5401	RECREATION OPERAT FUND TRANSFERS	-		-
42 - RECREATION	5504	RECREATION OPERAT REC PRO SHOP INVE	1,000		-
42 - RECREATION	5802	RECREATION OPERAT PRINCIPAL PMTS	3,540		-
			321,148		

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
PUBLIC WORKS					
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	30,000	MISCELLANEOUS CONTRACTS GIS ENG	5,000
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	DEVELOP ARCHAEOLOGY AND MONITORING PROTOCOL	25,000
50 - PUBLIC WORKS	5211	PUBLIC WORKS ADMI POSTAGE	4,000		-
50 - PUBLIC WORKS	5212	PUBLIC WORKS ADMI TELEPHONE	8,000		-
50 - PUBLIC WORKS	5213	PUBLIC WORKS ADMI BANK FEES	1,700		-
50 - PUBLIC WORKS	5215	PUBLIC WORKS ADMI MEETING/TRAINING/	8,000		-
50 - PUBLIC WORKS	5217	PUBLIC WORKS ADMI TRAVEL, MEAL COST	-		-
50 - PUBLIC WORKS	5218	PUBLIC WORKS ADMI EDUCATION INCENTI	-		-
50 - PUBLIC WORKS	5221	PUBLIC WORKS ADMI ADVERTISING	2,000	CONSTRUCTION/PW GENERAL ADVERTISING	2,000
50 - PUBLIC WORKS	5222	PUBLIC WORKS ADMI UTILITIES	25,000		-
50 - PUBLIC WORKS	5223	PUBLIC WORKS ADMI BLDG REPAIR, MAIN	232		-
50 - PUBLIC WORKS	5224	PUBLIC WORKS ADMI EQUIP REPAIR, MAI	-		-
50 - PUBLIC WORKS	5225	PUBLIC WORKS ADMI OPERATING LEASES/	4,510	COPIER LEASE	-
50 - PUBLIC WORKS	5226	PUBLIC WORKS ADMI EQUIPMENT REPAIR	-		-
50 - PUBLIC WORKS	5227	PUBLIC WORKS ADMI VEHICLE REPAIR	2,000		-
50 - PUBLIC WORKS	5230	PUBLIC WORKS ADMI INTERNAL SERVICE	219,000	ALLOCATION FOR LIABILITY, WORKERS COMP, AND EMPLOYEE BENEFIT FUNDS	-
50 - PUBLIC WORKS	5231	PUBLIC WORKS ADMI INSURANCE	-		-
50 - PUBLIC WORKS	5234	PUBLIC WORKS ADMI DENTAL CLAIMS	-		-
50 - PUBLIC WORKS	5261	PUBLIC WORKS ADMI SUBSCRIPTIONS, ME	3,000		-
50 - PUBLIC WORKS	5263	PUBLIC WORKS ADMI COMMITTEE EXPENSE	-		-
50 - PUBLIC WORKS	5275	PUBLIC WORKS ADMI SAFETY EQUIP	2,720		-
50 - PUBLIC WORKS	5276	PUBLIC WORKS ADMI FUEL SYSTEM REPAI	-		-
50 - PUBLIC WORKS	5291	PUBLIC WORKS ADMI MISC. DEPT EXPENS	6,136		-
50 - PUBLIC WORKS	5292	PUBLIC WORKS ADMI PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5301	PUBLIC WORKS ADMI OFFICE SUPPLIES	6,000		-
50 - PUBLIC WORKS	5303	PUBLIC WORKS ADMI BOOKS, PRINTED MA	125		-
50 - PUBLIC WORKS	5305	PUBLIC WORKS ADMI JANITORIAL SUPPLI	-		-
50 - PUBLIC WORKS	5306	PUBLIC WORKS ADMI OFFICE EQUIPMENT	-		-
50 - PUBLIC WORKS	5309	PUBLIC WORKS ADMI OTHER SUPPLIES	14,000	MISC. DEPT. SUPPLIES	8,000
50 - PUBLIC WORKS	5309	PUBLIC WORKS ADMI OTHER SUPPLIES	-	VOLUNTEER PROGRAM EXPENSES - ANNUAL APPRECIATION LUNCH, SUPPLIES	6,000
50 - PUBLIC WORKS	5311	PUBLIC WORKS ADMI VEHICLE FUEL	1,500		-
50 - PUBLIC WORKS	5223	MECHANICAL BLDG REPAIR, MAIN	2,000	PAINT BOOTH REPAIRS	-
50 - PUBLIC WORKS	5223	MECHANICAL BLDG REPAIR, MAIN	-		-
50 - PUBLIC WORKS	5225	MECHANICAL OPERATING LEASES/	-		-
50 - PUBLIC WORKS	5226	MECHANICAL EQUIPMENT REPAIR	3,000		-
50 - PUBLIC WORKS	5227	MECHANICAL VEHICLE REPAIR	2,500		-
50 - PUBLIC WORKS	5261	MECHANICAL SUBSCRIPTIONS, ME	-		-
50 - PUBLIC WORKS	5275	MECHANICAL SAFETY EQUIP	-		-
50 - PUBLIC WORKS	5291	MECHANICAL MISC. DEPT EXPENS	2,000		-
50 - PUBLIC WORKS	5292	MECHANICAL PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5303	MECHANICAL BOOKS, PRINTED MA	-		-
50 - PUBLIC WORKS	5306	MECHANICAL OFFICE EQUIPMENT	-		-
50 - PUBLIC WORKS	5309	MECHANICAL OTHER SUPPLIES	16,000	INVENTORY OF VEHICLE PARTS, OFFICE SUPPLIES, IWORQ	16,000
50 - PUBLIC WORKS	5311	MECHANICAL VEHICLE FUEL	1,000		-
50 - PUBLIC WORKS	5312	MECHANICAL VEHICLE TIRES	-		-
50 - PUBLIC WORKS	5322	MECHANICAL SMALL TOOLS	3,500		-
50 - PUBLIC WORKS	5337	MECHANICAL INVENTORY	-		-
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	100,000	MISC. CONTRACT SERVICES	6,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	ONCALL ELECTRICAL	20,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	LANDSCAPE SERVICES	15,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	SENTRY ALARM	15,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	PURE JANITORIAL - PG MUSEUM OF NATURAL HISTORY	29,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	PARK MOWING GACHINA	15,000
50 - PUBLIC WORKS	5204	BUILDINGS & GROUN ENGINEERING/DESIG	-		-
50 - PUBLIC WORKS	5205	BUILDINGS & GROUN LEGAL SERVICES	-		-
50 - PUBLIC WORKS	5207	BUILDINGS & GROUN MAINTENANCE SERVI	-		-

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
50 - PUBLIC WORKS	5208	BUILDINGS & GROUN CONTRACT PERSONNE	-		-
50 - PUBLIC WORKS	5211	BUILDINGS & GROUN POSTAGE	-		-
50 - PUBLIC WORKS	5215	BUILDINGS & GROUN MEETING/TRAINING/	-		-
50 - PUBLIC WORKS	5218	BUILDINGS & GROUN EDUCATION INCENTI	-		-
50 - PUBLIC WORKS	5222	BUILDINGS & GROUN UTILITIES	190,000		-
50 - PUBLIC WORKS	5223	BUILDINGS & GROUN BLDG REPAIR, MAIN	150,000	REPAIRS/MAINT NEEDS FOR AGING FACILITIES (INCLUDES TOILETS, FAUCETS, ROOF/GUTTERS,ETC	150,000
50 - PUBLIC WORKS	5224	BUILDINGS & GROUN EQUIP REPAIR, MAI	20,000	AGING EQUIP REPAIR NEEDS (HVACS, KITCHEN EQUIP)	20,000
50 - PUBLIC WORKS	5225	BUILDINGS & GROUN OPERATING LEASES/	-		-
50 - PUBLIC WORKS	5226	BUILDINGS & GROUN EQUIPMENT REPAIR	5,000	AGING B&G EQUIP REPOARI (GENERATORS, TRACTORS, ETC)	-
50 - PUBLIC WORKS	5227	BUILDINGS & GROUN VEHICLE REPAIR	39,000	AGING B&G FLEET REPAIR (B&G TRUCK, DUMP TRUCKS, ETC)	-
50 - PUBLIC WORKS	5261	BUILDINGS & GROUN SUBSCRIPTIONS, ME	-		-
50 - PUBLIC WORKS	5275	BUILDINGS & GROUN SAFETY EQUIP	-		-
50 - PUBLIC WORKS	5291	BUILDINGS & GROUN MISC. DEPT EXPENS	192		-
50 - PUBLIC WORKS	5292	BUILDINGS & GROUN PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5305	BUILDINGS & GROUN JANITORIAL SUPPLI	47,000	SUPPLIES FOR JANITORIAL SERVICES FOR ALL CITY FACILITIES, INCLUDING RESTROOM, & REFUSE	47,000
50 - PUBLIC WORKS	5305	BUILDINGS & GROUN JANITORIAL SUPPLI	-	BINS, TOILET PAPER, SEAT COVERS, SOAP, PAPER, TOWELS, CLEANING FLUIDS, TRASH	
50 - PUBLIC WORKS	5306	BUILDINGS & GROUN OFFICE EQUIPMENT	-		-
50 - PUBLIC WORKS	5309	BUILDINGS & GROUN OTHER SUPPLIES	35,000	VARIOUS B&G OPERATING SUPPLIES (CONCRETE, SOIL, SEED, PLANTS, TRASH CANS, ETC)	-
50 - PUBLIC WORKS	5309	BUILDINGS & GROUN OTHER SUPPLIES	-		-
50 - PUBLIC WORKS	5311	BUILDINGS & GROUN VEHICLE FUEL	13,000		-
50 - PUBLIC WORKS	5312	BUILDINGS & GROUN VEHICLE TIRES	-		-
50 - PUBLIC WORKS	5314	BUILDINGS & GROUN MEMORIAL BENCH SU	-		-
50 - PUBLIC WORKS	5315	BUILDINGS & GROUN MEMORIAL BENCH CO	-		-
50 - PUBLIC WORKS	5322	BUILDINGS & GROUN SMALL TOOLS	5,000		-
50 - PUBLIC WORKS	5802	BUILDINGS & GROUN PRINCIPAL PMTS	4,066		-
50 - PUBLIC WORKS	6021	BUILDINGS & GROUN GENERAL BLDG IMP	-		-
50 - PUBLIC WORKS	6031	BUILDINGS & GROUN PARK, OPEN SPACE	-		-
50 - PUBLIC WORKS	6603	BUILDINGS & GROUN INTEREST EXPENSE	-		-
50 - PUBLIC WORKS	5201	STREET CLEANING CONTRACT SERVICES	225,720	STREET SWEEPING SERVICES	-
50 - PUBLIC WORKS	5205	STREET CLEANING LEGAL SERVICES	-		-
50 - PUBLIC WORKS	5222	STREET CLEANING UTILITIES	-		-
50 - PUBLIC WORKS	5225	STREET CLEANING OPERATING LEASES/	-		-
50 - PUBLIC WORKS	5226	STREET CLEANING EQUIPMENT REPAIR	-		-
50 - PUBLIC WORKS	5227	STREET CLEANING VEHICLE REPAIR	-		-
50 - PUBLIC WORKS	5292	STREET CLEANING PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5306	STREET CLEANING OFFICE EQUIPMENT	-		-
50 - PUBLIC WORKS	5309	STREET CLEANING OTHER SUPPLIES	-		-
50 - PUBLIC WORKS	5311	STREET CLEANING VEHICLE FUEL	-		-
50 - PUBLIC WORKS	5312	STREET CLEANING VEHICLE TIRES	-		-
50 - PUBLIC WORKS	5426	STREET CLEANING STATE RECYCLING P	-		-
50 - PUBLIC WORKS	5427	STREET CLEANING LITTER ABATEMENT	-		-
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	146,200	MISC. STREET MAINT. CONTRACT	5,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	MISC. CONCRETE WORK/ONCALL CONCRETE CONTRACT	75,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	STORMWATER MONITORING	40,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	GIS MAPPING SERVICES	5,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	IWORQ ANNUAL FEE	1,200
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	TRAFFIC SIGNAL MAINT. & REPAIRS	20,000
50 - PUBLIC WORKS	5204	STREET MAINTENANC ENGINEERING/DESIG	-		-
50 - PUBLIC WORKS	5205	STREET MAINTENANC LEGAL SERVICES	-		-
50 - PUBLIC WORKS	5207	STREET MAINTENANC MAINTENANCE SERVI	-		-
50 - PUBLIC WORKS	5208	STREET MAINTENANC CONTRACT PERSONNE	-		-
50 - PUBLIC WORKS	5211	STREET MAINTENANC POSTAGE	-		-
50 - PUBLIC WORKS	5215	STREET MAINTENANC MEETING/TRAINING/	-		-
50 - PUBLIC WORKS	5217	STREET MAINTENANC TRAVEL, MEAL COST	-		-
50 - PUBLIC WORKS	5222	STREET MAINTENANC UTILITIES	38,380		-
50 - PUBLIC WORKS	5223	STREET MAINTENANC BLDG REPAIR, MAIN	1,000		-
50 - PUBLIC WORKS	5226	STREET MAINTENANC EQUIPMENT REPAIR	24,950	AGING STREET EQUIP REPAIR NEEDSL ROLLER, CHIPPER, PAINT SPRAYER, SAWS, HAND TOOLS	-

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
50 - PUBLIC WORKS	5227	STREET MAINTENANC VEHICLE REPAIR	8,500		-
50 - PUBLIC WORKS	5275	STREET MAINTENANC SAFETY EQUIP	-		-
50 - PUBLIC WORKS	5291	STREET MAINTENANC MISC. DEPT EXPENS	10,000		-
50 - PUBLIC WORKS	5292	STREET MAINTENANC PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5301	STREET MAINTENANC OFFICE SUPPLIES	-		-
50 - PUBLIC WORKS	5306	STREET MAINTENANC OFFICE EQUIPMENT	-		-
50 - PUBLIC WORKS	5309	STREET MAINTENANC OTHER SUPPLIES	73,000	TO SUPPORT INCREASE INFRASTRUCTURE IMPROVEMENTS	-
50 - PUBLIC WORKS	5309	STREET MAINTENANC OTHER SUPPLIES	-	LINEN SERVICES UNIFORM, SHOP RAG, AND MAT CLEANING.	-
50 - PUBLIC WORKS	5311	STREET MAINTENANC VEHICLE FUEL	7,000		-
50 - PUBLIC WORKS	5312	STREET MAINTENANC VEHICLE TIRES	-		-
50 - PUBLIC WORKS	5322	STREET MAINTENANC SMALL TOOLS	-		-
50 - PUBLIC WORKS	5325	STREET MAINTENANC HAZ WASTE DISPOSA	-		-
50 - PUBLIC WORKS	5331	STREET MAINTENANC STREET SUPPLIES	40,000		-
50 - PUBLIC WORKS	5401	STREET MAINTENANC FUND TRANSFERS	-		-
50 - PUBLIC WORKS	6000	STREET MAINTENANC CAPITAL OUTLAY	-		-
50 - PUBLIC WORKS	6001	STREET MAINTENANC EQUIPMENT	20,000	1 STREET LIGHT POLE - DOWNTOWN LH - 20K (FROM 2 TO 1)	10,000
50 - PUBLIC WORKS	6001	STREET MAINTENANC EQUIPMENT	-	1 STREET LIGHT POLE - FOREST AVE - 20K, (FROM 2 TO 1)	10,000
50 - PUBLIC WORKS	6021	STREET MAINTENANC GENERAL BLDG IMP	-		-
50 - PUBLIC WORKS	6041	STREET MAINTENANC STREET, SIDEWALK	-		-
50 - PUBLIC WORKS	6603	STREET MAINTENANC INTEREST EXPENSE	-		-
50 - PUBLIC WORKS	5200	FORESTRY SERVICES	-		-
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	335,000	ANNUAL MONARCH SANCTUARY MGMT PLAN (STU WEISS) - ANNUAL MAINTENANCE RECS	10,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	CITY WIDE HABITAT MANAGEMENT PLAN, MATCHING GRANT FUNDS; LONG TERM	25,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	COMPREHENSIVE PLAN FOR DEV/IMP MONARCH HABITAT ACROSS THE CITY	-
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	ARBORIST SERVICES	100,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	TREE SERVICES	200,000
50 - PUBLIC WORKS	5202	FORESTRY PROF/CONSULTANT S	-		-
50 - PUBLIC WORKS	5204	FORESTRY ENGINEERING/DESIG	-		-
50 - PUBLIC WORKS	5205	FORESTRY LEGAL SERVICES	-		-
50 - PUBLIC WORKS	5206	FORESTRY DATA, COMMUNICATI	-		-
50 - PUBLIC WORKS	5207	FORESTRY MAINTENANCE SERVI	-		-
50 - PUBLIC WORKS	5208	FORESTRY CONTRACT PERSONNE	-		-
50 - PUBLIC WORKS	5211	FORESTRY POSTAGE	-		-
50 - PUBLIC WORKS	5212	FORESTRY TELEPHONE	-		-
50 - PUBLIC WORKS	5215	FORESTRY MEETING/TRAINING/	-		-
50 - PUBLIC WORKS	5216	FORESTRY ATTENDANCE COSTS	-		-
50 - PUBLIC WORKS	5217	FORESTRY TRAVEL, MEAL COST	-		-
50 - PUBLIC WORKS	5218	FORESTRY EDUCATION INCENTI	-		-
50 - PUBLIC WORKS	5222	FORESTRY UTILITIES	-		-
50 - PUBLIC WORKS	5223	FORESTRY BLDG REPAIR, MAIN	-		-
50 - PUBLIC WORKS	5224	FORESTRY EQUIP REPAIR, MAI	-		-
50 - PUBLIC WORKS	5225	FORESTRY OPERATING LEASES/	-		-
50 - PUBLIC WORKS	5226	FORESTRY EQUIPMENT REPAIR	-		-
50 - PUBLIC WORKS	5227	FORESTRY VEHICLE REPAIR	-		-
50 - PUBLIC WORKS	5261	FORESTRY SUBSCRIPTIONS, ME	-		-
50 - PUBLIC WORKS	5263	FORESTRY COMMITTEE EXPENSE	-		-
50 - PUBLIC WORKS	5275	FORESTRY SAFETY EQUIP	-		-
50 - PUBLIC WORKS	5276	FORESTRY FUEL SYSTEM REPAI	-		-
50 - PUBLIC WORKS	5291	FORESTRY MISC. DEPT EXPENS	-		-
50 - PUBLIC WORKS	5292	FORESTRY PRIOR YEAR ADJUST	-		-
50 - PUBLIC WORKS	5300	FORESTRY SUPPLIES	-		-
50 - PUBLIC WORKS	5301	FORESTRY OFFICE SUPPLIES	-		-
50 - PUBLIC WORKS	5303	FORESTRY BOOKS, PRINTED MA	-		-
50 - PUBLIC WORKS	5305	FORESTRY JANITORIAL SUPPLI	-		-
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	50,000	PURCHASE TREES FOR CITY PROPERTIES (PER BNRC REC)	35,000
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-	MEMORIAL TREE PROGRAM	5,000
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-	MISC SOIL SUPPLEMENTS & MISC FORESTRY SUPPLIES	10,000

DEPARTMENT	ACCT	-TITLE-	CURRENT YEAR ESTIMATE	NOTE DESCRIPTION	NOTE AMOUNT
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-		
50 - PUBLIC WORKS	5311	FORESTRY VEHICLE FUEL	-		-
50 - PUBLIC WORKS	5312	FORESTRY VEHICLE TIRES	-		-
50 - PUBLIC WORKS	5322	FORESTRY SMALL TOOLS	1,000		-
50 - PUBLIC WORKS	5324	FORESTRY CONSTRUCTION SUPP	-		-
50 - PUBLIC WORKS	5325	FORESTRY HAZ WASTE DISPOSA	-		-
50 - PUBLIC WORKS	5331	FORESTRY STREET SUPPLIES	-		-
50 - PUBLIC WORKS	5337	FORESTRY INVENTORY	-		-
50 - PUBLIC WORKS	5351	FORESTRY AGRICULTURAL SUPP	-		-
50 - PUBLIC WORKS	5352	FORESTRY CHEMICAL SUPPLIES	-		-
			1,956,931		

Position Request Narratives

(Review in conjunction with Attachment 2)

Police Department

Community Service Officer (CSO): 0.50 FTE

The Police Department currently has a half-time vacant CSO. Transitioning this position to a full-time position would provide for CSO coverage seven days a week. On the days when there is a single CSO, there isn't sufficient hours to handle the varied responsibilities. The CSO's are responsible for animal services, municipal code violations, parking services, counter reports, select crime scene investigations, traffic control, vehicle abatement, mental health resources, and information reports. The CSO's have also contributed to improving wildlife work along the coastlines (drones, wildlife feeding, seal pup harassment, etc.). The requested half-time position would provide additional resources to support wildlife protection efforts. The CSO program also handles calls that do not require a sworn officer. This provides sworn officers with additional time to investigate crimes against persons and dedicate more time to proactive enforcement.

Reclassify Police Services Technician to Property & Evidence Technician

The Police Department has five Police Service Technicians (PST). There are four assigned to the Police Records Unit and one assigned to Property and Evidence (P&E). The position assigned to P&E are complex and significant. The current assigned PST maintains over 6,000 items, including, but not limited to: firearms, narcotics, jewelry, DNA, other weapons, electronics, and biohazards. The individual is responsible for booking incoming property daily, storing property, and properly releasing or disposing of property; and the drug take-back program. The current P&E is responsible for transporting property for analysis, assisting with crime scene investigations, and packaging evidence. In addition, the individual acts as quartermaster of the department ensuring proper inventorying and accountability of department-issued equipment, and works with the Police Records Unit, as needed. The P &E is a crucial part of a Police Department; and assists with maintaining compliance with several audits through the year. These audits are vital to the continued Certificate of Accreditation from CALEA and help promote accountability and transparency.

Reclassify Police Records Supervisor to Management Analyst

The Police Department has (4) Police Services Technicians assigned to the Police Records Unit. These positions are supervised by the Police Records Supervisor. Upon review of the Police Records Supervisor position, areas of current responsibilities have been identified that are beyond the scope of the job description. In addition, the reclassification will allow the organization to re-assign work related to the budget, grant programming, and CALEA. This would be beneficial for the development of personnel and the organization.

Reclassify Administrative Services Manager/PIO (ASM/PIO) to Police Commander

Police Department currently has (1) Police Commander. The Chief of Police is requesting a reclassification change from ASM/PIO to Police Commander. The Chief has reviewed the position and is forecasting the need for an additional sworn Police Commander to fill the upcoming ASM/PIO vacancy. The reclassified position is anticipated to improve operations and provide an additional sworn person in the field. The new Commander will also take a share in providing 24/7 executive

level coverage to members of the police department and the public; and serve an important role in succession planning within the department

The new Commander will serve as the primary Public Information Officer for the department who can provide timely responses based on tactical, investigative, and sworn policing experiences. With the potential for new hotel(s) in the city and a cannabis dispensary, there will be an increase in workload and need for additional staff. The cannabis dispensary will likely require administrative oversight by the Police Department which will be handled by the new Administrative Police Commander.

The additional Police Commander will help provide consistency to the community and department members. Marina PD, Seaside PD, Monterey PD, and Salinas PD all have similar rank structures.

Recreation

Recreation Office Assistant: 0.750 Full-Time Equivalency (FTE)

During COVID-19, the City had approximately 50 park and facility rentals; however last year the number increased to approximately 1,500. As the demand for programs; and park and facility rentals increase, there are challenges with supporting the permitting process. The Recreation Manager is also experiencing difficulties in balancing office work, with program management, communicating with the public, serving as the liaison to the Recreation Board, and overseeing staff correspondence, which includes scheduling. This new position would be primarily responsible for processing permit applications, inputting data into the software system, processing payments and refunds; and completing all Recreation Department general office/clerical work. Adding this position would relieve the Recreation Manager from the clerical responsibilities, while also significantly enhancing the department.

Information Technology

Information Technology Support Specialist: 0.250 FTE

The Information Technology Staff has been requested to be present at all board, commission, and committee hybrid meetings. This impacts staff's availability to perform other services. It is anticipated this would reduce IT productivity by at least two hours for each meeting to allow for set-up and support. In addition, there is a greater emphasis placed on implementing new technologies in relation to the City's transparency, GIS, and security initiatives. The increase in this position will assist in supporting these efforts.

Finance/Risk/Cemetery

The Finance staff supports the Finance, Risk, and Cemetery (FRC) Departments. The costs of some of the positions are allocated between different departments to reflect responsibilities within each function. The Finance staff have assumed additional responsibilities over the last couple of years, as well as had difficulties in recruiting for vacant positions. These additional responsibilities have included assuming the oversight of the short-term rental licensing program, complexities associated with federal grant administration and Single Audits; reconciliations of increased online receipting systems; producing additional financial reports, supporting transparency initiatives, and responding

to increased records requests. The proposed change does not result in the addition of positions; however, there is a net cost with this transition. This information is included in Attachment 2 of the agenda report.

Reclassify Accountant to Senior Accountant

The City has previously been unsuccessful in finding a candidate for the Finance Manager/Deputy Director (Program Manager/Senior Program Manager) position with professional level accounting skills. While several of the Finance staff have budgetary and financial experience, the Administrative Services Director/Assistant City Manager is the only staff member that has a full accounting background. The individual that currently occupies the City's Accountant position has served in the capacity as an Accountant and a Senior Accountant at other municipalities; and brings this experience to the City. With the increased allocation of the Program Manager to the Risk Management function and changes in the Cemetery allocations, staff would like to reclassify this position to retain that specialized skillset. This will also facilitate stronger financial grant management and reporting, as the City expands the use of grant funds and requirements associated with the Single Audit. This will also assist with succession planning.

Reclassify 0.750 Management Analyst, transition 0.250 FTE Office Assistant from the Cemetery to establish a 1.00 Senior Accounting Assistant

The proposed changes include downgrading the 0.750 Management Analyst and moving the vacant 0.250 Office Assistant from the Cemetery to create a 1.0 Senior Accounting Assistant position. This position would assume some of the responsibilities of the Management Analyst that was recently promoted to Finance Manager/Deputy Director of Finance. This could include payroll processing functions, benefit processing and reconciliations, tax reporting, and routine processing of workers compensation claims. This position may also assist with accounts payable, revenue receipting, and/or routine reporting functions.

Allocation Changes to the Cemetery, Workers Compensation, and Risk Management Funds

The proposed changes to the Cemetery include allocating 0.10 FTE of a Management Analyst from the General Fund to the Cemetery Fund; and allocating a vacant 0.25 Office Assistant from the Cemetery Fund to the General Fund. Cemetery site sales have significantly increased over the last two years. This allocation provides greater oversight to this area; and will assist with administration, receivable accounting, evaluating the trust fund, and the pending implementation of a public-facing website. There is also a need to evaluate options for acquiring additional land for Cemetery plots, as well as review alternate uses for the Little Chapel. The City has been unsuccessful in finding a new tenant. This position could conduct additional outreach efforts to identify a potential new tenant, while also evaluating the use of the Little Chapel as a City facility rental for memorial services. Due to the allocation of a higher-level position to this department, there is a net increase in Cemetery salary and benefit costs.

Additional allocation changes include charging positions that are more relevant to Workers Compensation and Risk Management. The original Finance Manager/Deputy Director was not allocated to the Workers Compensation Fund. This transition allocates a percentage of the current Finance Manager/Deputy Director to the Workers Compensation Fund to reflect the individual's area of expertise and oversight of the City's Safety Program. In this fiscal year, this position will also be coordinating a facility security assessment that will be funded through the California Joint Powers Insurance Authority (CJPIA).

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Audrey Cray, Finance & Risk Manager

MEETING DATE: March 15, 2023

SUBJECT: Check Register Report - February 2023

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

RECOMMENDATION

Receive the report.

DISCUSSION

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

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

Attached is the check register report for February 2023.
The monthly total is provided on the last page of the report.

OPTIONS

N/A - This is an informational report only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

GOAL ALIGNMENT: Not Applicable.

Attachments

Check Register - February 2023

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105015	02/03/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	5,177.03
101	105015	02/03/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	15,434.32
101	105015	02/03/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	71,214.75
TOTAL CHECK								0.00	91,826.10
101	105016	02/03/23	7	A & R PLUMBING INC.	503	5223	REVERSE OSMOSIS INS	0.00	349.60
101	105017	02/03/23	8643	AMANDA BALTIERRA	301	5215	COURSE PAYMENT	0.00	55.00
101	105018	02/03/23	8330	AMAZON CAPITAL SERV	505	5275	RAIN BOOTS STREETS	0.00	194.89
101	105018	02/03/23	8330	AMAZON CAPITAL SERV	503	5275	RAIN BOOTS B&G	0.00	194.90
101	105018	02/03/23	8330	AMAZON CAPITAL SERV	201	5301	OFFICE SUPPLIES	0.00	41.48
101	105018	02/03/23	8330	AMAZON CAPITAL SERV	503	5309	CLEANING SUPPLIES	0.00	83.03
TOTAL CHECK								0.00	514.30
101	105020	02/03/23	3565	APPLIED CONCEPTS, I	301	5224	MOBILE RADAR UNIT	0.00	2,493.74
101	105021	02/03/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	116.06
101	105021	02/03/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	116.06
101	105021	02/03/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	116.06
TOTAL CHECK								0.00	348.18
101	105023 V	02/03/23	6154	AT&T	421	5212	ADJ 23735162970960	0.00	-0.31
101	105023 V	02/03/23	6154	AT&T	421	5212	REC 23735162970960	0.00	-34.04
101	105023 V	02/03/23	6154	AT&T	133	5212	ADMIN 2378411328253	0.00	-34.04
101	105023	02/03/23	6154	AT&T	421	5212	ADJ 23735162970960	0.00	0.31
101	105023	02/03/23	6154	AT&T	421	5212	REC 23735162970960	0.00	34.04
101	105023	02/03/23	6154	AT&T	133	5212	ADMIN 2378411328253	0.00	34.04
TOTAL CHECK								0.00	0.00
101	105024	02/03/23	8476	AT&T MOBILITY	301	5206	AT&T FIRSTNET DEPAR	0.00	1,856.42
101	105025	02/03/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	18.38
101	105025	02/03/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	40.20
TOTAL CHECK								0.00	58.58
101	105026	02/03/23	402	CA DEPT OF JUSTICE	121	5201	APPLICANT BACKGROUN	0.00	192.00
101	105026	02/03/23	402	CA DEPT OF JUSTICE	121	5201	APPLICANT BACKGROUN	0.00	32.00
TOTAL CHECK								0.00	224.00
101	105027	02/03/23	3501	CALTRONICS BUSINESS	401	5225	COPYIES FROM THE KO	0.00	65.57
101	105027	02/03/23	3501	CALTRONICS BUSINESS	131	5225	COPYIES FROM THE KO	0.00	116.26
101	105027	02/03/23	3501	CALTRONICS BUSINESS	301	5225	COPYIES FROM THE KO	0.00	160.94
101	105027	02/03/23	3501	CALTRONICS BUSINESS	501	5225	COPYIES FROM THE KO	0.00	213.71
101	105027	02/03/23	3501	CALTRONICS BUSINESS	201	5225	COPYIES FROM THE KO	0.00	274.70
TOTAL CHECK								0.00	831.18
101	105028	02/03/23	2993	CENTRALSQUARE TECHN	131	5201	FINANCE SOFTWARE	0.00	4,296.93
101	105029	02/03/23	6309	COLANTUONO, HIGHSMI	111	5205	PG&E UUT LEGAL SERV	0.00	293.20
101	105030	02/03/23	5171	COMCAST	133	5206	CH INTRNT JAN 00858	0.00	163.23

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105030	02/03/23	5171	COMCAST	133	5206	TV SVC JAN23 003903	0.00	14.09
TOTAL CHECK								0.00	177.32
101	105031	02/03/23	649	CPS HR CONSULTING	301	5201	PST/CSO PRE-EMP TES	0.00	960.25
101	105032	02/03/23	4948	CREATIVE PRODUCT SO	301	5291	DARE GRAD SUPPLIES	0.00	1,027.38
101	105035	02/03/23	3451	DE LAY & LAREDO	121	5205	LEGAL SERVICES	0.00	686.40
101	105036	02/03/23	9187	DEVIL MOUNTAIN WHOL	513	5351	TREES	0.00	782.95
101	105036	02/03/23	9187	DEVIL MOUNTAIN WHOL	513	5351	TREES	0.00	1,292.89
TOTAL CHECK								0.00	2,075.84
101	105037	02/03/23	792	DFM ASSOCIATES	121	5303	PURCHASE1, 2023 CAL	0.00	72.11
101	105039	02/03/23	7424	EDGES ELECTRICAL GR	503	5223	LED LIGHTS	0.00	154.94
101	105039	02/03/23	7424	EDGES ELECTRICAL GR	502	5309	MECH STOCK	0.00	161.44
101	105039	02/03/23	7424	EDGES ELECTRICAL GR	351	5223	FIRE DEPT	0.00	32.28
TOTAL CHECK								0.00	348.66
101	105040	02/03/23	904	ENGINEERED FIRE SYS	351	5201	PLAN REVIEW DEC 22	0.00	312.50
101	105041	02/03/23	920	ESRI, INC.	133	5239	GIS SOFTWARE RENEWA	0.00	5,389.04
101	105042	02/03/23	3342	EVA RASUL	301	5215	TRAVEL REIMB SLI 50	0.00	258.75
101	105044	02/03/23	952	FEDERAL EXPRESS COR	301	5211	SHIPPING	0.00	101.73
101	105045	02/03/23	982	FIRST ALARM INC.	301	5223	ALARM TEST	0.00	136.11
101	105046 V	02/03/23	9275	GEOGRAPHIC TECHNOLO	133	5229	GIS IMPLEMENTATION	0.00	-5,038.00
101	105046	02/03/23	9275	GEOGRAPHIC TECHNOLO	133	5229	GIS IMPLEMENTATION	0.00	5,038.00
TOTAL CHECK								0.00	0.00
101	105048	02/03/23	8066	HINDERLITER, DE LLA	131	5201	SALES TAX, BUSINESS	0.00	1,086.62
101	105048	02/03/23	8066	HINDERLITER, DE LLA	131	5201	SALES TAX, BUSINESS	0.00	2,869.03
TOTAL CHECK								0.00	3,955.65
101	105049	02/03/23	6812	INTERNATIONAL INSTI	121	5261	KANDELL/LINDSTROM	0.00	310.00
101	105050	02/03/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	185.42
101	105050	02/03/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	277.34
101	105050	02/03/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	458.85
101	105050	02/03/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	49.71
TOTAL CHECK								0.00	971.32
101	105053	02/03/23	9610	MAX MURRAY	301	5215	TRAVEL REIMB COLD C	0.00	148.00
101	105055	02/03/23	8886	MINUTEMAN PRESS	101	5303	POSTCARDS	0.00	659.54
101	105055	02/03/23	8886	MINUTEMAN PRESS	101	5303	POSTCARDS	0.00	1,404.20
TOTAL CHECK								0.00	2,063.74

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ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105056	02/03/23	1693	MISSION LINEN SUPPL	503	5305	HAND SANITIZER	0.00	5.46
101	105057	02/03/23	3443	MONTEREY BAY PEST C	411	5223	ANNUAL PEST CONTROL	0.00	135.00
101	105058 V	02/03/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	-4,800.00
101	105058 V	02/03/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	-5,800.00
101	105058	02/03/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	4,800.00
101	105058	02/03/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	5,800.00
TOTAL CHECK								0.00	0.00
101	105059	02/03/23	1771	MONTEREY COUNTY SHE	301	5201	CRIMINAL JUSTICE IN	0.00	18,026.20
101	105062	02/03/23	1801	MONTEREY TIRE SERVI	301	5227	UNIT 6	0.00	396.37
101	105062	02/03/23	1801	MONTEREY TIRE SERVI	505	5226	PW BOBCAT	0.00	897.75
TOTAL CHECK								0.00	1,294.12
101	105063	02/03/23	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
101	105064	02/03/23	9152	NATIONAL STOCK SIGN	505	5309	SIGNS	0.00	132.74
101	105065	02/03/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	120.09
101	105065	02/03/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	123.52
TOTAL CHECK								0.00	243.61
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	505	5226	PW FORKLIFT	0.00	131.09
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	351	5227	UNIT 6484	0.00	1,638.74
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	505	5226	FORKLIFT	0.00	20.75
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	501	5227	PWA 3	0.00	41.49
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	505	5226	PW FORKLIFT	0.00	71.18
TOTAL CHECK								0.00	1,903.25
101	105067	02/03/23	7054	ORLANDO PEREZ	301	5215	TRAVEL REIMB SLI 49	0.00	393.64
101	105067	02/03/23	7054	ORLANDO PEREZ	301	5215	TRAVEL REIMB	0.00	31.16
TOTAL CHECK								0.00	424.80
101	105068	02/03/23	2012	P.G. MUSEUM OF NATU	411	5201	CITY CONTRIBUTION T	0.00	73,781.50
101	105068	02/03/23	2012	P.G. MUSEUM OF NATU	411	5201	CITY CONTRIBUTION T	0.00	73,781.50
TOTAL CHECK								0.00	147,563.00
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	137.66
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	CASH DISC. STMT 1/2	0.00	-158.10
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	-17.47
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	-8.72
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	2.36
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5227	B&G VEHICLE SUPPLIE	0.00	3.05
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	3.27
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT SUPPLIES	0.00	3.70
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	351	5223	FD SUPPLIES	0.00	4.36
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	5.01
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5227	B&G VEHICLE SUPPLIE	0.00	5.01
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	5.01
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	351	5223	FD SUPPLIES	0.00	5.44

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	5.45
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	6.52
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	6.53
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	6.54
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	501	5309	PW ADMIN SUPPLIES	0.00	6.72
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	502	5309	MECH SUPPLIES	0.00	7.64
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	7.64
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	8.29
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT SUPPLIES	0.00	8.73
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	9.38
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	9.82
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	9.82
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	9.82
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	10.91
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	12.65
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	13.09
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	13.74
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	13.96
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	14.81
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	15.28
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5227	B&G VEHICLE	0.00	15.28
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	17.46
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	17.47
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	20.93
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS SUPPLIES	0.00	24.65
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	27.95
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	502	5309	MECH SUPPLIES	0.00	30.55
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	31.65
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	32.75
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS SUPPLIES	0.00	33.17
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	34.04
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	301	5223	PD B&G SUPPILES	0.00	38.39
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	351	5223	FD SUPPLIES	0.00	40.41
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	44.94
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS SUPPLIES	0.00	48.05
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	63.34
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	301	5223	POLICE B&G SUPPLIES	0.00	70.96
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	61.08
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	503	5223	B&G SUPPLIES	0.00	61.14
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS SUPPLIES	0.00	93.91
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	96.75
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY SUPPLIES	0.00	124.49
TOTAL CHECK								0.00	1,217.28
101	105078	02/03/23	2236	QUINN COMPANY	301	5227	PD CATERPILLAR	0.00	885.83
101	105078	02/03/23	2236	QUINN COMPANY	505	5226	PW LOADER PARTS	0.00	1,265.83
101	105078	02/03/23	2236	QUINN COMPANY	301	5227	PD CATERPILLAR	0.00	1,372.73
101	105078	02/03/23	2236	QUINN COMPANY	503	5309	410 JOHN DEER PARTS	0.00	536.94
101	105078	02/03/23	2236	QUINN COMPANY	301	5227	CATERPILLAR RENTAL	0.00	6,659.32
TOTAL CHECK								0.00	10,720.65
101	105079	02/03/23	4468	RENTAL DEPOT MONTER	503	5309	FORKLIFT RENTAL	0.00	375.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105079	02/03/23	4468	RENTAL DEPOT MONTER	503	5309	FORKLIFT RENTAL	0.00	375.00
101	105079	02/03/23	4468	RENTAL DEPOT MONTER	503	5309	FORKLIFT RENTAL	0.00	375.00
101	105079	02/03/23	4468	RENTAL DEPOT MONTER	503	5223	FLOOR BLOWER	0.00	68.40
TOTAL CHECK								0.00	1,193.40
101	105080	02/03/23	3828	SAME DAY SHRED	301	5291	SHREDDING SERVICE	0.00	95.00
101	105081	02/03/23	2448	SENTRY ALARM SYSTEM	503	5223	GOLF LINKS ALARM	0.00	180.00
101	105081	02/03/23	2448	SENTRY ALARM SYSTEM	401	5223	FIRE ALARM SERVICE	0.00	190.16
TOTAL CHECK								0.00	370.16
101	105082	02/03/23	8097	SEQUENTIAL	503	5223	GREASE TRAP CLEANIN	0.00	150.00
101	105082	02/03/23	8097	SEQUENTIAL	503	5223	GREASE TRAP CLEANIN	0.00	175.00
101	105082	02/03/23	8097	SEQUENTIAL	503	5223	GREASE TRAP CLEANIN	0.00	125.00
TOTAL CHECK								0.00	450.00
101	105083	02/03/23	2541	SPCA OF MONTEREY CO	301	5201	ANIMAL SHELTER SERV	0.00	1,225.00
101	105084	02/03/23	1768	STURDY OIL COMPANY	505	5311	FUEL	0.00	1,375.20
101	105084	02/03/23	1768	STURDY OIL COMPANY	503	5311	FUEL	0.00	2,750.41
101	105084	02/03/23	1768	STURDY OIL COMPANY	01	111	FUEL	0.00	2,845.19
101	105084	02/03/23	1768	STURDY OIL COMPANY	301	5311	FUEL	0.00	4,376.37
TOTAL CHECK								0.00	11,347.17
101	105087	02/03/23	2772	VALLEY SAW & GARDEN	503	5309	CHAINSAW FUEL & TOO	0.00	698.92
101	105088	02/03/23	2786	VERIZON WIRELESS	301	5206	WIRELESS MOBILE CON	0.00	517.32
101	105089	02/03/23	2800	ROXANE VIRAY	301	5123	RETIREMENT MED JAN2	0.00	150.00
101	105090	02/03/23	9305	WATSONVILLE FORD	503	5227	UNIT 59	0.00	141.59
101	105090	02/03/23	9305	WATSONVILLE FORD	301	5227	PD 05	0.00	146.18
101	105090	02/03/23	9305	WATSONVILLE FORD	503	5227	UNIT 58	0.00	231.37
101	105090	02/03/23	9305	WATSONVILLE FORD	501	5227	PWA 3	0.00	115.37
TOTAL CHECK								0.00	634.51
101	105091	02/03/23	9716	BRIAN WHITSON	503	5201	FY22/23 JANITORIAL	0.00	2,100.00
101	105091	02/03/23	9716	BRIAN WHITSON	503	5201	FY22/23 JANITORIAL	0.00	2,100.00
TOTAL CHECK								0.00	4,200.00
101	105092	02/03/23	2894	WILSON'S PLUMBING &	503	5223	BACKFLOW INSTALL JA	0.00	828.38
101	105092	02/03/23	2894	WILSON'S PLUMBING &	503	5223	BACKFLOW INSTALL GO	0.00	1,430.44
TOTAL CHECK								0.00	2,258.82
101	105093	02/03/23	8912	WINSTON APPLING	301	5215	TRAVEL REIMB FTO	0.00	370.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	1,408.70
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	188.25
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	188.64
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	188.64
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	188.88
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	188.88

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	188.88
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	189.03
101	105094	02/03/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	189.03
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	260.43
101	105094	02/03/23	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	265.69
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	301.32
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	301.32
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	301.32
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	301.72
101	105094	02/03/23	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FI	0.00	321.86
101	105094	02/03/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	328.45
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	334.04
101	105094	02/03/23	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	352.27
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	362.51
101	105094	02/03/23	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	402.20
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	638.87
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	1,006.93
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,290.58
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	38.85
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	38.94
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	38.94
101	105094	02/03/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	38.94
101	105094	02/03/23	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	38.94
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	39.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	39.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	39.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	39.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	39.00
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	39.02
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	39.02
101	105094	02/03/23	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	47.40
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	47.40
101	105094	02/03/23	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	47.40
101	105094	02/03/23	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	22.56
101	105094	02/03/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	23.70
101	105094	02/03/23	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	23.70
101	105094	02/03/23	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	36.47
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	59.37
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	67.67
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	156.32
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	156.63
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	188.25
101	105094	02/03/23	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	188.25
101	105094	02/03/23	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	79.53
101	105094	02/03/23	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	81.21
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	94.88
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	95.07
101	105094	02/03/23	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	95.28
TOTAL CHECK								0.00	11,667.18
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA ST	0.00	0.06
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	2.28

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	3.88
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	10.29
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	10.34
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	12.00
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	14.15
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	17.39
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	17.83
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	18.57
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	18.59
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	18.92
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	5.53
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	6.17
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.38
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	21.43
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	33.06
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	36.34
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	36.35
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	42.09
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	43.28
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	43.81
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	38.07
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	41.36
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	47.84
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	61.16
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	62.09
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	64.81
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	64.81
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	72.01
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	283.91
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	361.35
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	447.07
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	457.87
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	462.42
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	518.46
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	544.20
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	667.54
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	928.90
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,135.51
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	1,160.63
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	1,315.33
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	1,623.86
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,673.63
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,693.55
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	2,303.76
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	2,539.28
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	118.86
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	150.57
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	151.22
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	205.22
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	205.22
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	208.97
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	253.13

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ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	20,283.35
101	105096	02/02/23	3342	EVA RASUL	301	5215	REISSUE RESILIENCY	0.00	74.00
101	105099	02/10/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	767.28
101	105099	02/10/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,837.99
TOTAL CHECK								0.00	2,605.27
101	105100	02/10/23	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	567.00
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	444.47
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	564.42
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	701.24
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,073.30
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,155.62
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	1,155.62
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,187.86
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	1,651.24
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	2,400.24
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,555.76
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	4,293.20
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	5,400.54
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
101	105101	02/10/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	5,778.11
TOTAL CHECK								0.00	49,114.30
101	105102	02/10/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	292.30
101	105102	02/10/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,588.65
TOTAL CHECK								0.00	2,880.95
101	105103	02/10/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,154.06
101	105103	02/10/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,057.05
101	105103	02/10/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	38,009.43
TOTAL CHECK								0.00	62,220.54
101	105104	02/10/23	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	105105	02/10/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	791.00
101	105106	02/10/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	815.00
101	105106	02/10/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,731.57
TOTAL CHECK								0.00	14,546.57
101	105107	02/10/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105108	02/10/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	30.00
101	105109	02/10/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	22.84
101	105109	02/10/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	58.14
101	105109	02/10/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,323.85
101	105109	02/10/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,836.29
101	105109	02/10/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,024.17
TOTAL CHECK								0.00	10,265.29
101	105110	02/10/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	105111	02/10/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
101	105111	02/10/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	246.35
101	105111	02/10/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	492.70
101	105111	02/10/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
101	105111	02/10/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	853.38
TOTAL CHECK								0.00	2,128.51
101	105112	02/10/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	127.86
101	105113	02/10/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	105113	02/10/23	2133	PERS	01	202	DED:0000 PERS	0.00	1.41
101	105113	02/10/23	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	5.90
101	105113	02/10/23	2133	PERS	01	202	DED:15 PERS-RETRO	0.00	46.67
101	105113	02/10/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	85.56
101	105113	02/10/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	107.08
101	105113	02/10/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	392.97
101	105113	02/10/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	476.34
101	105113	02/10/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	778.94
101	105113	02/10/23	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	105113	02/10/23	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	105113	02/10/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,640.84
101	105113	02/10/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,670.87
101	105113	02/10/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,980.50
101	105113	02/10/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,327.41
101	105113	02/10/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,971.84
101	105113	02/10/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,053.91
101	105113	02/10/23	2133	PERS	01	202	DED:01 PERS	0.00	11,091.88
101	105113	02/10/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,152.85
TOTAL CHECK								0.00	70,841.04
101	105114	02/10/23	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
101	105114	02/10/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	931.24
TOTAL CHECK								0.00	939.24
101	105115	02/10/23	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101	105116	02/10/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,910.49
101	105117	02/10/23	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,386.00
101	105118	02/10/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105119	02/10/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	290.83
101	105120	02/10/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
101	105120	02/10/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	105120	02/10/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	181.48
101	105120	02/10/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	450.00
TOTAL CHECK								0.00	731.28
101	105121	02/09/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	4,800.00
101	105121	02/09/23	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	5,800.00
TOTAL CHECK								0.00	10,600.00
101	105125	02/17/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	3,383.10
101	105125	02/17/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	60,512.50
TOTAL CHECK								0.00	63,895.60
101	105126	02/17/23	5621	ACCENT CLEAN & SWEE	504	5201	FY22/23 STREET SWEE	0.00	17,100.00
101	105126	02/17/23	5621	ACCENT CLEAN & SWEE	505	5291	STORM CLEANUP	0.00	1,074.00
TOTAL CHECK								0.00	18,174.00
101	105127	02/17/23	7555	ADT SECURITY SERVIC	503	5223	FINAL PAYMENT	0.00	266.68
101	105128	02/17/23	4488	ALTERNATOR STARTER	503	5227	UNIT 58	0.00	201.20
101	105129	02/17/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	450.00
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	131	5301	OFFICE SUPPLIES CRD	0.00	-24.01
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	503	5223	AIR PURIFIER	0.00	163.29
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	503	5223	TENNIS COURT EQUIPM	0.00	411.19
TOTAL CHECK								0.00	550.47
101	105131	02/17/23	8818	AMAZON.COM	401	5303	ZIPBOOKS	0.00	247.95
101	105132	02/17/23	3905	AMERICAN LOCK & KEY	411	5223	DEADLATCH	0.00	19.67
101	105133	02/17/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	49.27
101	105133	02/17/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	166.33
101	105133	02/17/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	307.54
101	105133	02/17/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,076.39
101	105133	02/17/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	2,198.66
TOTAL CHECK								0.00	3,798.19
101	105134	02/17/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	127.68
101	105134	02/17/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	127.68
TOTAL CHECK								0.00	255.36
101	105136	02/17/23	9052	ASHLEIGH BULLOCK	421	4469	DANCE CLASS CANCELL	0.00	75.00
101	105137	02/17/23	6154	AT&T	421	5212	ADJ 23735162970960	0.00	0.31
101	105137	02/17/23	6154	AT&T	133	5212	ADMIN 2378411328253	0.00	34.04
101	105137	02/17/23	6154	AT&T	421	5212	REC 23735162970960	0.00	34.04

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	68.39
101	105138	02/17/23	5363	AT&T CALNET 3	133	5212	ADMIN 12/28-1/27 33	0.00	24.68
101	105138	02/17/23	5363	AT&T CALNET 3	133	5212	CHGEN 12/25-1/24 32	0.00	25.19
101	105138	02/17/23	5363	AT&T CALNET 3	133	5206	LIB INT 12/7-1/6 33	0.00	186.13
101	105138	02/17/23	5363	AT&T CALNET 3	133	5206	LIB INT 1/7-2/6 334	0.00	192.28
101	105138	02/17/23	5363	AT&T CALNET 3	133	5206	PHNS 12/04-01/03 32	0.00	1,942.02
101	105138	02/17/23	5363	AT&T CALNET 3	133	5206	PHNS 1/04-02/03 324	0.00	1,965.64
TOTAL CHECK								0.00	4,335.94
101	105140	02/17/23	9125	COMMUNITY PLANNING	201	5209	SB2 PLANNING GRANT	0.00	14,325.00
101	105140	02/17/23	9125	COMMUNITY PLANNING	201	5209	SB2 PLANNING GRANT	0.00	16,010.00
101	105140	02/17/23	9125	COMMUNITY PLANNING	201	5209	SB2 PLANNING GRANT	0.00	23,335.00
101	105140	02/17/23	9125	COMMUNITY PLANNING	201	5209	SB2 PLANNING GRANT	0.00	34,486.00
TOTAL CHECK								0.00	88,156.00
101	105141	02/17/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	9.34
101	105141	02/17/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	23.00
101	105141	02/17/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	26.67
101	105141	02/17/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	142.33
101	105141	02/17/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	167.27
TOTAL CHECK								0.00	368.61
101	105142	02/17/23	230	BARRY'S CARPET SERV	503	5223	CITY HALL CARPET CL	0.00	5,530.00
101	105144	02/17/23	5131	BEST BEST & KRIEGER	111	5205	TELECOMMUNICATION I	0.00	987.50
101	105144	02/17/23	5131	BEST BEST & KRIEGER	111	5205	TELECOMMUNICATION I	0.00	5,549.50
TOTAL CHECK								0.00	6,537.00
101	105145	02/17/23	9761	BETH HUBBS	421	4469	CLASS REFUND	0.00	37.50
101	105146	02/17/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	25,327.50
101	105147	02/17/23	8113	CALIFORNIA TOWING &	351	5227	UNIT 6484	0.00	200.00
101	105152	02/17/23	5171	COMCAST	133	5206	REC 1/20-2/19 4972	0.00	103.75
101	105152	02/17/23	5171	COMCAST	133	5206	PW INT 1/28-2/27 95	0.00	110.98
101	105152	02/17/23	5171	COMCAST	133	5206	PW INT 1/26-2/25 41	0.00	238.85
101	105152	02/17/23	5171	COMCAST	133	5206	PD INT 1/27-2/26 78	0.00	155.98
TOTAL CHECK								0.00	609.56
101	105153	02/17/23	666	CPCA	301	5215	WLLE REGISTRATION	0.00	2,250.00
101	105154	02/17/23	696	CSC OF SALINAS	351	5227	UNIT 6474	0.00	306.32
101	105156	02/17/23	9854	DONNA COOPER	01	4421	REFUND TOW FEES	0.00	227.00
101	105159	02/17/23	5325	EDWARDS TRUCK CENTE	351	5227	6474	0.00	49.56
101	105159	02/17/23	5325	EDWARDS TRUCK CENTE	351	5227	UNIT 6474	0.00	640.52
TOTAL CHECK								0.00	690.08
101	105160	02/17/23	9851	ELIBERTO ORTIZ	01	4203	DUP PAYMENT REIMB	0.00	152.00

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ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105161	02/17/23	9652	ELISABETH CAUSOR	421	5361	REIMB REC SUPPLIES	0.00	47.90
101	105162	02/17/23	904	ENGINEERED FIRE SYS	351	5201	PLAN REIVEW JAN 202	0.00	437.50
101	105163	02/17/23	3342	EVA RASUL	301	5215	FUEL REIMB	0.00	55.90
101	105163	02/17/23	3342	EVA RASUL	301	5215	SLI 508 2 OF 8	0.00	258.75
TOTAL CHECK								0.00	314.65
101	105164	02/17/23	952	FEDERAL EXPRESS COR	301	5211	SHIPPING/FEES	0.00	2.68
101	105165	02/17/23	960	FERGUSON ENTERPRISE	503	5223	BACKFLOW	0.00	97.93
101	105165	02/17/23	960	FERGUSON ENTERPRISE	503	5223	YOUTH CENTER	0.00	101.81
101	105165	02/17/23	960	FERGUSON ENTERPRISE	503	5223	CITY HALL	0.00	193.54
101	105165	02/17/23	960	FERGUSON ENTERPRISE	503	5223	GW PARK	0.00	270.46
101	105165	02/17/23	960	FERGUSON ENTERPRISE	503	5223	ARNETT PARK	0.00	1,036.93
TOTAL CHECK								0.00	1,700.67
101	105166	02/17/23	1022	LORI FRATI	131	5215	MILEAGE REIMB	0.00	385.50
101	105167	02/17/23	1044	GALLS PARENT HOLDIN	301	5291	RAIN JACKET	0.00	80.32
101	105168	02/17/23	7884	GARDAWORLD	131	5202	FEB 2023	0.00	84.35
101	105169	02/17/23	9275	GEOGRAPHIC TECHNOLO	133	5201	GIS IMPLEMENTATION	0.00	2,156.00
101	105169	02/17/23	9275	GEOGRAPHIC TECHNOLO	133	5201	GIS IMPLEMENTATION	0.00	5,038.00
TOTAL CHECK								0.00	7,194.00
101	105170	02/17/23	1199	HAYWARD LUMBER COMP	503	5309	SUPPLIES	0.00	53.96
101	105170	02/17/23	1199	HAYWARD LUMBER COMP	503	5309	SUPPLIES	0.00	290.66
101	105170	02/17/23	1199	HAYWARD LUMBER COMP	505	5309	TRC23-01 STORM REPA	0.00	949.39
TOTAL CHECK								0.00	1,294.01
101	105171	02/17/23	8975	HEIHACHIRO TAKARABE	421	5208	TAI CHI CLASSES JAN	0.00	182.00
101	105172	02/17/23	7762	HI-TECH EVS, INC./S	351	5226	HURST MAINTENANCE	0.00	748.00
101	105172	02/17/23	7762	HI-TECH EVS, INC./S	351	6001	FIRE ENGINE 6414 RE	0.00	75,174.77
TOTAL CHECK								0.00	75,922.77
101	105173	02/17/23	1300	INTERNATIONAL BUSIN	301	5201	MAAS360 MDM DEPT CE	0.00	1,152.00
101	105174	02/17/23	7433	IPS GROUP, INC	301	5224	IPS METER MAINTENAN	0.00	515.48
101	105174	02/17/23	7433	IPS GROUP, INC	301	5213	IPS PARKING METER B	0.00	1,154.73
TOTAL CHECK								0.00	1,670.21
101	105177	02/17/23	8522	JOHNSON CONTROLS	301	5224	ACCESS CONTROL	0.00	2,150.00
101	105178	02/17/23	3521	KIMBALL MIDWEST	502	5322	MECH STOCK	0.00	46.45
101	105178	02/17/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	95.12
101	105178	02/17/23	3521	KIMBALL MIDWEST	502	5322	MECH STOCK	0.00	548.81
TOTAL CHECK								0.00	690.38

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105179	02/17/23	9819	KYLE ROBERT MOLINA	501	5215	ICE FOR EE EVENT	0.00	22.91
101	105180	02/17/23	1492	LEAGUE OF CA CITIES	101	5261	MEMBERSHIP DUES	0.00	6,546.00
101	105182	02/17/23	1788	MONTEREY COUNTY CON	101	5261	1/1/23-03/31/23	0.00	37,175.00
101	105185	02/17/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	105185	02/17/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	105185	02/17/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	105185	02/17/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	105185	02/17/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
TOTAL CHECK								0.00	371.65
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	77.93
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	77.92
TOTAL CHECK								0.00	1,381.90
101	105189	02/17/23	3443	MONTEREY BAY PEST C	351	5223	ANNUAL PEST CONTROL	0.00	180.00
101	105189	02/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
TOTAL CHECK								0.00	670.00
101	105190	02/17/23	3807	MONTEREY COUNTY WEE	201	5221	PH-1201 LINCOLN	0.00	202.50
101	105190	02/17/23	3807	MONTEREY COUNTY WEE	201	5221	PH-HRI REMOVAL 2/9/	0.00	263.25
101	105190	02/17/23	3807	MONTEREY COUNTY WEE	201	5221	PH-236 CYPRESS	0.00	263.25

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	729.00
101	105191	02/17/23	1775	MONTEREY FIRE EXTIN	351	5226	FIRE EXTINGUISER SV	0.00	243.00
101	105192	02/17/23	1798	MONTEREY ONE WATER	503	5222	01/01-02/28 04-0041	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0010	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	401	5222	01/01-02/28 04-0011	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0011	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0008	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0039	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	501	5222	01/01-02/28 04-0052	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0061	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	421	5222	01/01-02/28 04-0039	0.00	98.96
101	105192	02/17/23	1798	MONTEREY ONE WATER	411	5222	01/01-02/28 04-0011	0.00	197.92
101	105192	02/17/23	1798	MONTEREY ONE WATER	131	5222	01/01-02/28 04-0022	0.00	692.72
101	105192	02/17/23	1798	MONTEREY ONE WATER	503	5222	01/01-02/28 04-0009	0.00	3,296.56
TOTAL CHECK								0.00	5,077.84
101	105193	02/17/23	1802	CITY OF MONTEREY	201	5201	FIRE PLAN CHECK	0.00	2,140.00
101	105193	02/17/23	1802	CITY OF MONTEREY	351	5201	FY22 FIRE SRVS TRUE	0.00	152,351.00
TOTAL CHECK								0.00	154,491.00
101	105194	02/17/23	7417	MP EXPRESS	301	5301	ALARM CARDS	0.00	387.07
101	105195	02/17/23	2986	MUNICIPAL MAINTENAN	301	5227	PARKING SCOOTER REP	0.00	2,506.00
101	105196	02/17/23	6431	QUADIENT FINANCE US	131	5291	POSTAGE	0.00	1,080.00
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	195.00
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	1,176.00
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	1,393.50
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	1,734.16
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	2,841.75
101	105197	02/17/23	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL - ENAYATI 21C	0.00	3,076.59
TOTAL CHECK								0.00	10,417.00
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES CRD	0.00	-56.12
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES CRE	0.00	-16.81
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES CRE	0.00	-4.35
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	6.54
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	7.53
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	39.26
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	46.26
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	59.55
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	65.57
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	67.92
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	121	5301	COPY PAPER	0.00	72.95
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	101	5301	COPY PAPER	0.00	72.96
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	221.30
101	105198	02/17/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	441.48
TOTAL CHECK								0.00	1,024.04

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105199	02/17/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	65.23
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	505	5222	GOLF12/29-1/29 3438	0.00	32.37
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	505	5222	GOLF12/29-1/29 4175	0.00	121.22
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	421	5222	REC12/27-01/28 4030	0.00	278.06
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	501	5222	PW12/28-1/26 1212-9	0.00	1,035.88
TOTAL CHECK								0.00	1,467.53
101	105202	02/17/23	2034	PACIFIC GROVE HARDW	201	5301	OFFICE SUPPLIES	0.00	7.20
101	105203	02/17/23	5963	PEOPLE INFORMATION	133	5239	GIS SERVICES	0.00	8,975.00
101	105205	02/17/23	2219	PURE WATER	501	5309	WATER SERVICE	0.00	28.85
101	105205	02/17/23	2219	PURE WATER	502	5309	WATER SERVICE	0.00	28.85
101	105205	02/17/23	2219	PURE WATER	503	5309	WATER SERVICE	0.00	28.85
101	105205	02/17/23	2219	PURE WATER	505	5309	WATER SERVICE	0.00	28.85
TOTAL CHECK								0.00	115.40
101	105206	02/17/23	9335	RACE FORWARD	101	5261	GARE MEMBERSHIP	0.00	1,000.00
101	105207	02/17/23	3587	THE RADAR SHOP	301	5224	RADAR LIDAR RECERTI	0.00	876.00
101	105209	02/17/23	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	258.90
101	105210	02/17/23	2276	BECKS SHOES AND REP	503	5309	STEVEN SPEED REPAIR	0.00	15.30
101	105210	02/17/23	2276	BECKS SHOES AND REP	503	5309	STEVEN SPEED SHOES	0.00	232.16
101	105210	02/17/23	2276	BECKS SHOES AND REP	501	5275	GEORGE FUERST SHOES	0.00	241.44
101	105210	02/17/23	2276	BECKS SHOES AND REP	503	5309	DAVID SILVA MOYA SH	0.00	241.44
101	105210	02/17/23	2276	BECKS SHOES AND REP	503	5309	ISHMAEL AQUINO SHOE	0.00	241.44
101	105210	02/17/23	2276	BECKS SHOES AND REP	503	5322	PHILLIP DESILVA SHO	0.00	250.00
TOTAL CHECK								0.00	1,221.78
101	105211	02/17/23	9852	REGINA HERRERA	01	214	DEPOSIT REFUND	0.00	196.00
101	105214	02/17/23	2448	SENTRY ALARM SYSTEM	401	5223	LIBRARY SECURITY	0.00	223.70
101	105214	02/17/23	2448	SENTRY ALARM SYSTEM	401	5223	LIBRARY SECURITY	0.00	655.50
TOTAL CHECK								0.00	879.20
101	105215	02/17/23	7891	SIR SPEEDY	101	5303	CM MCDONNELL CARDS	0.00	90.01
101	105216	02/17/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	21.50
101	105216	02/17/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	63.32
101	105216	02/17/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	123.52
TOTAL CHECK								0.00	208.34
101	105217	02/17/23	7314	STRESSCRETE	505	5309	DOWNTOWN LIGHT FIXT	0.00	6,585.90
101	105217	02/17/23	7314	STRESSCRETE	505	6001	LIGHT FIXTURES-DOWN	0.00	6,585.90
TOTAL CHECK								0.00	13,171.80
101	105218	02/17/23	6422	CA DEPT OF TAXES AN	01	220	SALES TAX PAYABLE	0.00	871.26
101	105219	02/17/23	1758	THE MONTEREY COUNTY	201	5221	PH-1631 SUNSET	0.00	291.80

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105220	02/17/23	8379	TRANSUNION RISK AND	301	5201	4170041/TLO	0.00	75.00
101	105221	02/17/23	2707	TRUCKSIS ENTERPRISE	503	5223	FLAGS	0.00	983.25
101	105222	02/17/23	2768	V & V MANUFACTURING	301	5291	EOTY/OOTY BADGES	0.00	116.08
101	105224	02/17/23	2786	VERIZON WIRELESS	201	5212	CDD 12/19-01/18/23	0.00	20.04
101	105224	02/17/23	2786	VERIZON WIRELESS	133	5212	ADMIN 12/19-01/18/2	0.00	38.01
101	105224	02/17/23	2786	VERIZON WIRELESS	133	5212	ADMIN 12/19-01/18/2	0.00	51.23
101	105224	02/17/23	2786	VERIZON WIRELESS	401	5212	LIB 12/19-01/18/23	0.00	76.02
101	105224	02/17/23	2786	VERIZON WIRELESS	201	5212	CDD 12/19-01/18/23	0.00	95.77
101	105224	02/17/23	2786	VERIZON WIRELESS	121	5212	CM 12/19-01/18/23	0.00	63.62
101	105224	02/17/23	2786	VERIZON WIRELESS	351	5212	FIRE 12/19-01/18/23	0.00	64.15
101	105224	02/17/23	2786	VERIZON WIRELESS	301	5212	PD 12/19-01/18/23	0.00	100.33
101	105224	02/17/23	2786	VERIZON WIRELESS	501	5212	PW 12/19-01/18/23	0.00	150.92
101	105224	02/17/23	2786	VERIZON WIRELESS	501	5212	PW 12/19-01/18/23	0.00	1,175.98
TOTAL CHECK								0.00	1,836.07
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 1	0.00	46.04
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 2	0.00	60.39
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 1	0.00	72.63
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 5	0.00	131.42
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 01	0.00	149.21
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 1	0.00	165.43
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 5	0.00	237.90
101	105225	02/17/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 1	0.00	622.59
TOTAL CHECK								0.00	1,485.61
101	105226	02/17/23	8136	WELLS FARGO VENDOR	501	5225	FY 22/23 KONIKA LEA	0.00	134.66
101	105226	02/17/23	8136	WELLS FARGO VENDOR	401	5225	FY 22/23 KONIKA LEA	0.00	167.20
101	105226	02/17/23	8136	WELLS FARGO VENDOR	121	5225	FY 22/23 KONIKA LEA	0.00	177.68
101	105226	02/17/23	8136	WELLS FARGO VENDOR	131	5225	FY 22/23 KONIKA LEA	0.00	177.78
101	105226	02/17/23	8136	WELLS FARGO VENDOR	301	5225	FY 22/23 KONIKA LEA	0.00	177.78
101	105226	02/17/23	8136	WELLS FARGO VENDOR	201	5225	FY 22/23 KONIKA LEA	0.00	209.26
TOTAL CHECK								0.00	1,044.36
101	105227	02/17/23	8989	WEX BANK	301	5311	FUEL/FEES	0.00	147.94
101	105229	02/17/23	2894	WILSON'S PLUMBING &	503	5223	CITY HALL	0.00	329.10
101	105229	02/17/23	2894	WILSON'S PLUMBING &	301	5223	POLICE DEPT	0.00	359.74
101	105229	02/17/23	2894	WILSON'S PLUMBING &	503	5223	LOVERS POINT BATHRO	0.00	1,364.38
TOTAL CHECK								0.00	2,053.22
101	105230	02/17/23	9283	ZENCITY TECHNOLOGIE	133	5239	ANNUAL SUBSCRIPTION	0.00	39,999.00
101	105232	02/17/23	4943	US BANK	121	5215	LIVIAN CC JAN23	0.00	-203.60
101	105232	02/17/23	4943	US BANK	133	5306	KHASIMI CC JAN23	0.00	14.99
101	105232	02/17/23	4943	US BANK	501	5261	GHO CC JAN23	0.00	15.96
101	105232	02/17/23	4943	US BANK	301	5275	SANTOS CC JAN23	0.00	25.44
101	105232	02/17/23	4943	US BANK	121	5261	LINDSTROM CC JAN23	0.00	34.00
101	105232	02/17/23	4943	US BANK	121	5236	LIVIAN CC JAN23	0.00	44.84

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ACCOUNTING PERIOD: 9/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105232	02/17/23	4943	US BANK	121	5236	LIVIAN CC JAN23 REI	0.00	46.25
101	105232	02/17/23	4943	US BANK	121	5291	HARVEY CC JAN23	0.00	62.27
101	105232	02/17/23	4943	US BANK	401	5301	GODWIN CC JAN23	0.00	65.92
101	105232	02/17/23	4943	US BANK	503	5223	GHO CC JAN23	0.00	82.26
101	105232	02/17/23	4943	US BANK	421	5361	CLARK CC JAN23	0.00	121.64
101	105232	02/17/23	4943	US BANK	301	5291	PD TRAVEL CC JAN23	0.00	135.75
101	105232	02/17/23	4943	US BANK	101	5291	HARVEY CC JAN23	0.00	171.84
101	105232	02/17/23	4943	US BANK	301	5261	MADALONE CC JAN23	0.00	190.00
101	105232	02/17/23	4943	US BANK	201	5261	WYATT CC JAN23	0.00	250.00
101	105232	02/17/23	4943	US BANK	401	5306	GODWIN CC JAN23	0.00	313.05
101	105232	02/17/23	4943	US BANK	201	5215	WYATT CC JAN23	0.00	350.00
101	105232	02/17/23	4943	US BANK	301	5215	MADALONE CC JAN23	0.00	350.08
101	105232	02/17/23	4943	US BANK	133	5212	KHASIMI CC JAN23	0.00	387.17
101	105232	02/17/23	4943	US BANK	133	5224	KHASIMI CC JAN23	0.00	389.34
101	105232	02/17/23	4943	US BANK	121	5306	LIVIAN CC JAN23	0.00	412.97
101	105232	02/17/23	4943	US BANK	121	5215	HARVEY CC JAN23	0.00	454.66
101	105232	02/17/23	4943	US BANK	401	5303	WEIRICK CC JAN23	0.00	493.26
101	105232	02/17/23	4943	US BANK	133	5215	HANNAH CC JAN23	0.00	495.00
101	105232	02/17/23	4943	US BANK	301	5224	FRANCIS CC JAN23	0.00	527.80
101	105232	02/17/23	4943	US BANK	501	5215	GHO CC JAN23	0.00	546.02
101	105232	02/17/23	4943	US BANK	301	5215	FRANCIS CC JAN23	0.00	559.80
101	105232	02/17/23	4943	US BANK	301	5291	MADALONE CC JAN23	0.00	677.85
101	105232	02/17/23	4943	US BANK	301	5215	SANTOS CC JAN23	0.00	759.35
101	105232	02/17/23	4943	US BANK	301	5301	FRANCIS CC JAN23	0.00	900.49
101	105232	02/17/23	4943	US BANK	301	5215	PD TRAVEL CC JAN23	0.00	1,055.96
101	105232	02/17/23	4943	US BANK	121	5215	LINDSTROM CC JAN23	0.00	1,788.83
TOTAL CHECK								0.00	11,519.19
101	105233	02/17/23	9802	ROBERT HALF INTERNA	131	5201	CARRILLO TEMP EMP M	0.00	9,208.08
101	105236	02/20/23	2952	AFLAC	01	202	PEREZ CORRECTION	0.00	11.04
101	105237	02/24/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	748.82
101	105237	02/24/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,849.03
TOTAL CHECK								0.00	2,597.85
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	444.47
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	564.42
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,073.30
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,155.62
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	1,155.62
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,187.86
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	1,651.24
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	2,400.24
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,555.76
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	4,293.20
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	5,400.54
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
101	105238	02/24/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	5,778.11
TOTAL CHECK								0.00	48,763.68
101	105239	02/24/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	292.30
101	105239	02/24/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,588.65
TOTAL CHECK								0.00	2,880.95
101	105240	02/24/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,612.34
101	105240	02/24/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,305.14
101	105240	02/24/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41,028.82
TOTAL CHECK								0.00	66,946.30
101	105241	02/24/23	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	105242	02/24/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	791.00
101	105243	02/24/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	815.00
101	105243	02/24/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,831.57
TOTAL CHECK								0.00	14,646.57
101	105244	02/24/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	105245	02/24/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	30.00
101	105246	02/24/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	24.31
101	105246	02/24/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	70.44
101	105246	02/24/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,366.41
101	105246	02/24/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,961.54
101	105246	02/24/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,250.58
TOTAL CHECK								0.00	10,673.28
101	105247	02/24/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	105248	02/24/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
101	105248	02/24/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	246.35
101	105248	02/24/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	473.75
101	105248	02/24/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
101	105248	02/24/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	853.38
TOTAL CHECK								0.00	2,109.56
101	105249	02/24/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	126.81
101	105250	02/24/23	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	25.72
101	105250	02/24/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	105250	02/24/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	117.73
101	105250	02/24/23	2133	PERS	01	202	DED:15 PERS-RETRO	0.00	165.50
101	105250	02/24/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	399.18
101	105250	02/24/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	524.34

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105250	02/24/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	838.85
101	105250	02/24/23	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	105250	02/24/23	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	105250	02/24/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,670.87
101	105250	02/24/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,791.57
101	105250	02/24/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,980.50
101	105250	02/24/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,374.60
101	105250	02/24/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,942.79
101	105250	02/24/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,055.52
101	105250	02/24/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,256.44
101	105250	02/24/23	2133	PERS	01	202	DED:01 PERS	0.00	11,274.96
101	105250	02/24/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
TOTAL CHECK								0.00	71,559.27
101	105251	02/24/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	931.24
101	105252	02/24/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,337.47
101	105253	02/24/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	105254	02/24/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	420.88
101	105255	02/24/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
101	105255	02/24/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	105255	02/24/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	174.50
101	105255	02/24/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	450.00
TOTAL CHECK								0.00	724.30
101	V2022023	02/02/23	7708	BENJAMIN JENNINGS H	121	5428	CELL PHN REIMB DEC2	0.00	128.03
101	V2022023	02/02/23	7708	BENJAMIN JENNINGS H	121	5428	CELL PHN REIMB JAN2	0.00	128.25
TOTAL CHECK								0.00	256.28
101	V2162023	02/16/23	8974	ALENA RACHELLE WAGR	421	5208	BALLET JANUARY 2023	0.00	360.50
101	V2162025	02/16/23	3835	REPUBLIC ELEVATOR,	503	5223	YOUTH CENTER ELEVAT	0.00	245.41
101	V2162025	02/16/23	3835	REPUBLIC ELEVATOR,	411	5223	ELEVATOR	0.00	487.40
101	V2162025	02/16/23	3835	REPUBLIC ELEVATOR,	401	5223	ELEVATORS	0.00	487.40
101	V2162025	02/16/23	3835	REPUBLIC ELEVATOR,	503	5223	CH & YC ELEVATORS	0.00	974.81
TOTAL CHECK								0.00	2,195.02
101	V2162026	02/16/23	9196	DIANNE LYLE	421	5208	CLASSES 11/4-12/9/2	0.00	506.80
101	V2162026	02/16/23	9196	DIANNE LYLE	421	5208	DANCE CLASSES JAN23	0.00	945.00
TOTAL CHECK								0.00	1,451.80
101	V2162028	02/16/23	2987	HARRIS & ASSOCIATES	201	5202	CONTRACT PLANNING S	0.00	16,788.75
101	V2162029	02/16/23	9799	OLGA BARABANOVA	421	5208	PIANO LESSONS JAN23	0.00	126.00
TOTAL CASH ACCOUNT								0.00	1,716,069.60
TOTAL FUND								0.00	1,716,069.60

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 07 - LIBRARY BLDG & EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105033	02/03/23	8532	CHRISTINE LEONORA C	402	5291	ART CURATION/INSTAL	0.00	2,500.00
101	105234	02/17/23	8458	TOYOTA MATERIAL HAN	402	6001	GLOBAL ELECTRIC MOT	0.00	24,451.46
TOTAL CASH ACCOUNT								0.00	26,951.46
TOTAL FUND								0.00	26,951.46

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 08 - MUSEUM IMPROVEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105208	02/17/23	9333	RAINMAN HEATING & S	412	6021	CIP23-08	0.00	1,200.00
101	105213	02/17/23	3019	SCUDDER ROOFING COM	412	6021	PG MUSEUM OF NATURA	0.00	24,642.00
TOTAL CASH ACCOUNT								0.00	25,842.00
TOTAL FUND								0.00	25,842.00

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 11 - LIBRARY BOOK FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105025	02/03/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	211.13
101	105025	02/03/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	618.76
TOTAL CHECK								0.00	829.89
101	105054	02/03/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	306.10
101	105054	02/03/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	43.69
TOTAL CHECK								0.00	349.79
101	105141	02/17/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	284.80
101	105141	02/17/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	304.37
101	105141	02/17/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	1,654.97
101	105141	02/17/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	2,166.93
101	105141	02/17/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	123.64
TOTAL CHECK								0.00	4,534.71
101	105151	02/17/23	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATS	0.00	154.65
101	105151	02/17/23	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATS	0.00	140.66
101	105151	02/17/23	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATS	0.00	27.97
TOTAL CHECK								0.00	323.28
101	105184	02/17/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	52.43
101	105200	02/17/23	5567	OVERDRIVE, INC.	403	5303	BOOKS & MATS	0.00	11.96
101	105232	02/17/23	4943	US BANK	403	5303	WEIRICK CC JAN23	0.00	244.66
TOTAL CASH ACCOUNT								0.00	6,346.72
TOTAL FUND								0.00	6,346.72

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 14 - CIVIC CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105192	02/17/23	1798	MONTEREY ONE WATER	704	5207	01/01-02/28 04-0023	0.00	395.84
TOTAL CASH ACCOUNT								0.00	395.84
TOTAL FUND								0.00	395.84

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 17 - LOCAL STREETS AND ROADS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105085	02/03/23	1758	THE MONTEREY COUNTY	522	6041	CIP23-03	0.00	171.95
TOTAL CASH ACCOUNT								0.00	171.95
TOTAL FUND								0.00	171.95

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105015	02/03/23	8890	4LEAF	508	5201	FY22/23 ON-CALL TRA	0.00	1,856.25
101	105034	02/03/23	3566	DAVE'S REPAIR SERVI	508	5276	FUEL REPAIR	0.00	135.00
101	105084	02/03/23	1768	STURDY OIL COMPANY	508	5311	FUEL	0.00	1,375.19
101	105094	02/03/23	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	225.58
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	50.06
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	22.81
TOTAL CHECK								0.00	72.87
101	105148	02/17/23	467	CALTRANS	508	5331	OCT-DEC22 SIGNAL&LI	0.00	402.74
101	105178	02/17/23	3521	KIMBALL MIDWEST	508	5331	SIGNAGE STORAGE BOX	0.00	1,864.96
101	105181	02/17/23	8647	MAIN STREET SIGNS	508	5331	SIGNS	0.00	480.10
101	105181	02/17/23	8647	MAIN STREET SIGNS	508	5331	SIGNS	0.00	990.30
TOTAL CHECK								0.00	1,470.40
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	508	5222	PW12/15-1/13 4482-4	0.00	7,089.31
TOTAL CASH ACCOUNT								0.00	14,492.30
TOTAL FUND								0.00	14,492.30

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 22 - ASSET SEIZURE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105052	02/03/23	9842	MARY HINDS	22	248	CASE 22-1214 CLAIME	0.00	80.00
101	105074	02/03/23	9844	PAMELA TRUDELL	22	248	CASE 22-1115 CLAIME	0.00	56.47
TOTAL CASH ACCOUNT								0.00	136.47
TOTAL FUND								0.00	136.47

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 25 - RECREATION DONATION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105229	02/17/23	2894	WILSON'S PLUMBING &	422	6021	YOUTH CENTER HEATER	0.00	7,211.02
TOTAL CASH ACCOUNT								0.00	7,211.02
TOTAL FUND								0.00	7,211.02

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105018	02/03/23	8330	AMAZON CAPITAL SERV	413	5309	CASH REGISTER	0.00	61.60
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	413	5223	LH SUPPLIES	0.00	86.80
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	413	5223	LH SUPPLIES	0.00	44.40
TOTAL CHECK								0.00	131.20
101	105094	02/03/23	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	51.72
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	19.10
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	4.61
TOTAL CHECK								0.00	23.71
101	105135	02/17/23	9850	ARCHITECTURAL RESOU	413	6021	CIP23-05	0.00	2,050.00
101	105138	02/17/23	5363	AT&T CALNET 3	413	5212	LH PHN12/17-1/16 32	0.00	24.53
101	105155	02/17/23	9466	DENNIS TARMINA	413	5223	LH MAINTENANCE	0.00	1,787.75
101	105157	02/17/23	8501	DONNA FOOTE	413	5223	LH MAINTENANCE	0.00	74.00
101	105192	02/17/23	1798	MONTEREY ONE WATER	413	5222	01/01-02/28 04-0070	0.00	98.96
101	105218	02/17/23	6422	CA DEPT OF TAXES AN	413	5309	LIGHTHOUSE SUPPLIES	0.00	204.50
TOTAL CASH ACCOUNT								0.00	4,507.97
TOTAL FUND								0.00	4,507.97

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105150	02/17/23	6543	CATRINA T. COYLE	405	5291	POETRY PROMOTION	0.00	47.00
101	105192	02/17/23	1798	MONTEREY ONE WATER	405	5291	01/01-02/28 04-0010	0.00	142.14
101	105223	02/17/23	2783	PATRICE VECCHIONE	405	5291	POETRY PROMOTION	0.00	700.00
TOTAL CASH ACCOUNT								0.00	889.14
TOTAL FUND								0.00	889.14

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 41 - YOUNT INCOME FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105038	02/03/23	9506	DUDEK	510	6031	GWP MANAMGENET PLAN	0.00	1,731.25
101	105158	02/17/23	9506	DUDEK	510	6031	GWP MANAMGENET PLAN	0.00	100.00
TOTAL CASH ACCOUNT								0.00	1,831.25
TOTAL FUND								0.00	1,831.25

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	304	5275	TREADMILL - PD	0.00	4,915.16
101	105232	02/17/23	4943	US BANK	304	5275	FRANCIS CC JAN23	0.00	2,533.35
101	V2162027	02/16/23	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,143.37
TOTAL CASH ACCOUNT								0.00	9,591.88
TOTAL FUND								0.00	9,591.88

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105019	02/03/23	9209	NINA KHASHCHINA	631	6021	POINT PINOS COASTAL	0.00	1,200.00
101	105061	02/03/23	1786	MONTEREY PENINSULA	631	6021	POINT PINOS TRAIL P	0.00	38,517.75
101	105175	02/17/23	9553	JACOB CONSTRUCTION	631	6021	METAIL BUILDING & R	0.00	130,669.50
101	105183	02/17/23	1657	METAL SPECIALTIES,	631	6021	COASTAL MARKET - PO	0.00	8,768.57
101	105219	02/17/23	1758	THE MONTEREY COUNTY	631	6041	CIP23-01	0.00	173.77
101	105228	02/17/23	9401	WILLIAMS SCOTSMAN,	631	6021	TRC21-02	0.00	-301.43
101	105228	02/17/23	9401	WILLIAMS SCOTSMAN,	631	6021	TRC21-02	0.00	1,528.28
TOTAL CHECK								0.00	1,226.85
TOTAL CASH ACCOUNT								0.00	180,556.44
TOTAL FUND								0.00	180,556.44

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105075	02/03/23	4279	PARS	703	5141	NOV 2022	0.00	329.04
101	105122	02/10/23	1	CALPERS HEALTH	703	5123	FEB 2023 RET & CHAN	0.00	7,204.06
101	105124	02/16/23	8211	STANDARD INSURANCE	703	5123	FEB 2023	0.00	1,081.27
101	105235	02/16/23	9360	STANDARD INSURANCE	703	5234	JANUARY 2023	0.00	5,641.12
101	V2162024	02/16/23	9163	CLAREMONT BEHAVIORA	703	5123	EAP PROGRAM-JAN2023	0.00	648.15
101	V2162024	02/16/23	9163	CLAREMONT BEHAVIORA	703	5123	EAP PROGRAM-FEB2023	0.00	648.15
101	V2162024	02/16/23	9163	CLAREMONT BEHAVIORA	703	5123	EAP PROGRAM-DEC2022	0.00	648.15
TOTAL CHECK								0.00	1,944.45
TOTAL CASH ACCOUNT								0.00	16,199.94
TOTAL FUND								0.00	16,199.94

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105232	02/17/23	4943	US BANK	701	5291	CRAY CC JAN23	0.00	1,360.31
TOTAL CASH ACCOUNT								0.00	1,360.31
TOTAL FUND								0.00	1,360.31

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105098	02/08/23	6724	JACKSON LEWIS	702	5205	LEGAL SERVICES	0.00	2,996.50
TOTAL CASH ACCOUNT								0.00	2,996.50
TOTAL FUND								0.00	2,996.50

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105043	02/03/23	5094	COASTAL FABRICATION	741	5201	WELD SCREW SHAFT	0.00	742.76
101	105077	02/03/23	7716	PERC WATER CORPORAT	741	5201	FY22/23 LWP O&M	0.00	24,570.36
101	105094	02/03/23	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	938.33
101	105097 V	02/07/23	5959	STATE WATER RESOURC	741	5801	LOAN PAYMENT	0.00	-47,060.30
101	105097 V	02/07/23	5959	STATE WATER RESOURC	741	5802	LOAN PAYMENT	0.00	-159,387.98
101	105097	02/07/23	5959	STATE WATER RESOURC	741	5801	LOAN PAYMENT	0.00	47,060.30
101	105097	02/07/23	5959	STATE WATER RESOURC	741	5802	LOAN PAYMENT	0.00	159,387.98
TOTAL CHECK								0.00	0.00
101	105123	02/13/23	5959	STATE WATER RESOURC	741	5801	LOAN PAYMENT	0.00	47,060.30
101	105123	02/13/23	5959	STATE WATER RESOURC	741	5802	LOAN PAYMENT	0.00	159,387.98
TOTAL CHECK								0.00	206,448.28
101	105192	02/17/23	1798	MONTEREY ONE WATER	741	5222	01/01-02/28 04-0070	0.00	18,595.06
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	741	5222	LWP12/29-1/29 0792-	0.00	2,940.59
101	105204	02/17/23	7716	PERC WATER CORPORAT	741	5201	FY22/23 LWP O&M	0.00	26,107.70
101	105229	02/17/23	2894	WILSON'S PLUMBING &	741	5201	AC DIAGNOSTIC FEE	0.00	802.43
101	105229	02/17/23	2894	WILSON'S PLUMBING &	741	5201	DIAGNOSTIC FEE FOR	0.00	975.37
TOTAL CHECK								0.00	1,777.80
TOTAL CASH ACCOUNT								0.00	282,120.88
TOTAL FUND								0.00	282,120.88

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105022	02/03/23	156	ASCO PACIFIC INCORP	601	5502	VASES	0.00	535.76
101	105051	02/03/23	8118	LLORIN-VELASQUEZ CO	601	5201	CEMETERY MARKER TRI	0.00	2,650.00
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY SUPPLIES	0.00	191.10
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY SUPPLIES	0.00	4.30
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY SUPPLIES	0.00	126.70
TOTAL CHECK								0.00	322.10
101	105076	02/03/23	2095	THE PAUL MORTUARY	601	5291	PERMIT FEES KLOTZ	0.00	12.00
101	105084	02/03/23	1768	STURDY OIL COMPANY	601	5311	FUEL	0.00	303.62
101	105094	02/03/23	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	223.97
101	105094	02/03/23	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	18.05
TOTAL CHECK								0.00	242.02
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	29.29
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	21.60
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	64.18
TOTAL CHECK								0.00	115.07
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	601	5291	CEMETERY SUPPLIES	0.00	222.82
101	105170	02/17/23	1199	HAYWARD LUMBER COMP	601	5309	SUPPLIES	0.00	10.90
101	105176	02/17/23	9856	JANE DURANT JONES	601	5502	BURIAL SITE REFUND	0.00	1,688.00
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	105188	02/17/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
TOTAL CHECK								0.00	460.60
101	105199	02/17/23	9576	O'REILLY AUTO ENTER	601	5227	UNIT L47	0.00	42.79
101	105203	02/17/23	5963	PEOPLE INFORMATION	601	5201	GIS SERVICES	0.00	95.00
101	105212	02/17/23	4468	RENTAL DEPOT MONTER	601	5309	MINI EXCAVATOR RENT	0.00	595.00
101	105218	02/17/23	6422	CA DEPT OF TAXES AN	601	5309	CEMETERY SUPPLIES	0.00	179.24
TOTAL CASH ACCOUNT								0.00	7,474.92
TOTAL FUND								0.00	7,474.92

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105023	02/03/23	6154	AT&T	611	5212	PW SWR 237841132412	0.00	34.40
101	105023	02/03/23	6154	AT&T	611	5212	PW SWR 237841132313	0.00	34.04
101	105023	02/03/23	6154	AT&T	611	5212	PW SWR 237841132605	0.00	34.04
101	105023	02/03/23	6154	AT&T	611	5212	PW 23784113302931	0.00	34.04
101	105023 V	02/03/23	6154	AT&T	611	5212	PW SWR 237841132313	0.00	-34.04
101	105023 V	02/03/23	6154	AT&T	611	5212	PW SWR 237841132605	0.00	-34.04
101	105023 V	02/03/23	6154	AT&T	611	5212	PW SWR 237841132412	0.00	-34.40
101	105023 V	02/03/23	6154	AT&T	611	5212	PW 23784113302931	0.00	-34.04
TOTAL CHECK								0.00	0.00
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	745.79
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	747.93
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	829.25
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	1,025.06
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	1,180.00
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,056.80
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,600.10
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,636.84
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,374.78
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	4,233.99
101	105047	02/03/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	250.00
TOTAL CHECK								0.00	19,680.54
101	105060	02/03/23	9292	MONTEREY ONE WATER	611	5201	3RD QTR LIFT STATIO	0.00	40,767.67
101	105066	02/03/23	9576	O'REILLY AUTO ENTER	611	5227	UNIT 45	0.00	368.18
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER SUPPLIES	0.00	103.72
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER SUPPLIES	0.00	107.64
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER SUPPLIES	0.00	37.98
101	105073	02/03/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER SUPPLIES	0.00	8.29
TOTAL CHECK								0.00	257.63
101	105084	02/03/23	1768	STURDY OIL COMPANY	611	5311	FUEL	0.00	2,020.81
101	105094	02/03/23	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	36.09
101	105094	02/03/23	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	62.85
101	105094	02/03/23	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	38.85
TOTAL CHECK								0.00	137.79
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	270.03
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	216.65
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	159.57
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	130.35
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	136.91
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	20.20
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	8.94
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	5.55
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	6.08
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	29.09
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	37.17
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	58.58

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	41.65
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	44.71
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	87.36
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	91.12
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	107.74
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	70.00
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	62.93
TOTAL CHECK								0.00	1,584.63
101	105130	02/17/23	8330	AMAZON CAPITAL SERV	611	5309	MANHOLE COVER TOOL	0.00	34.05
101	105137	02/17/23	6154	AT&T	611	5212	PW SWR 237841132313	0.00	34.04
101	105137	02/17/23	6154	AT&T	611	5212	PW SWR 237841132605	0.00	34.04
101	105137	02/17/23	6154	AT&T	611	5212	PW SWR 237841132412	0.00	34.04
101	105137	02/17/23	6154	AT&T	611	5212	PW SWR 237841133029	0.00	34.04
TOTAL CHECK								0.00	136.16
101	105143	02/17/23	8579	BEFORE THE MOVIE IN	611	5221	ADVERTISING	0.00	199.00
101	105149	02/17/23	7226	CAPITAL ONE PUBLIC	612	5802	WASTEWATER REV LOAN	0.00	31,662.63
101	105149	02/17/23	7226	CAPITAL ONE PUBLIC	612	5803	WASTEWATER REV LOAN	0.00	11,244.13
TOTAL CHECK								0.00	42,906.76
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	77.92
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	105188	02/17/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
TOTAL CHECK								0.00	460.55
101	105201	02/17/23	2024	PACIFIC GAS & ELECT	611	5222	PW 12/27-1/25 5126-	0.00	830.76
101	105205	02/17/23	2219	PURE WATER	611	5309	WATER SERVICE	0.00	28.85
101	105210	02/17/23	2276	BECKS SHOES AND REP	611	5275	GARRET MCCOWEN SHOE	0.00	250.00
101	105214	02/17/23	2448	SENTRY ALARM SYSTEM	611	5291	TRASH SHOOT SPRINKL	0.00	150.00
101	105219	02/17/23	1758	THE MONTEREY COUNTY	612	6051	CIP23-06	0.00	162.70
101	V2162028	02/16/23	2987	HARRIS & ASSOCIATES	612	6051	IS/MND -PHASE 9 CIP	0.00	97.08
TOTAL CASH ACCOUNT								0.00	110,073.16
TOTAL FUND								0.00	110,073.16

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105069	02/03/23	7474	PACIFIC GROVE CAPIT	622	6061	2022/Q4 COURSECO	0.00	11,802.38
101	105094	02/03/23	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	2,103.41
101	105094	02/03/23	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	62.85
101	105094	02/03/23	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	79.53
101	105094	02/03/23	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	95.99
TOTAL CHECK								0.00	2,341.78
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	75.61
101	105095	02/03/23	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	36.12
TOTAL CHECK								0.00	111.73
TOTAL CASH ACCOUNT								0.00	14,255.89
TOTAL FUND								0.00	14,255.89

SELECTION CRITERIA: transact.ck_date between '20230201 00:00:00.000' and '20230228 00:00:00.000'
ACCOUNTING PERIOD: 9/23

FUND - 84 - AMERICAN RESCUE PLAN-ARPA

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	105086	02/03/23	4439	V & A CONSULTING EN	841	6031	FLOW MONITORING - P	0.00	7,500.00
101	105139	02/17/23	9849	AUGUST DESIGN & BUI	841	6021	CIP23-12	0.00	1,700.00
TOTAL CASH ACCOUNT								0.00	9,200.00
TOTAL FUND								0.00	9,200.00
TOTAL REPORT								0.00	2,438,675.64

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Audrey Cray, Finance & Risk Manager

MEETING DATE: March 15, 2023

SUBJECT: Core Revenue Report - February 2023

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

RECOMMENDATION

Receive the report.

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax, and Sales and Use Tax revenues. In the Fiscal Year 22/23 Adopted Budget, these three revenue sources were estimated to generate $20.3 million. These revenues account for approximately 70% of the General Fund's on-going revenues.

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

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

GOAL ALIGNMENT: Not Applicable.

Attachments

Core Revenue Report - February 2023

Core Revenue Report
Fiscal Year 2022/23 - February 2023

The following tables include the FY22/23 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. Unlike other tax revenues, property taxes were not impacted by COVID-19. The following table presents Fiscal Year 2022/23 budget, and revenues received to date.

Property Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	8,840,000	5,299,211	59.9%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second largest source of revenue which the City receives on a monthly basis. Unlike property taxes, TOT was significantly impacted by COVID-19 in Fiscal Years 2019/20 and 2020/21. The following table presents Fiscal Year 2022/23 budget and revenues received to date.

Transient Occupancy Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,867,000	3,999,062	68.2%

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

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year. The reduction in the 2020/21 TOT in December and January primarily resulted from temporary COVID-19 restrictions.

Lodging Period	2020/21	2021/22	2022/23	Net Difference
July	289,435	673,475	797,756	124,281
August	340,019	730,578	818,939	88,361
September	327,958	578,129	639,644	61,515
October	347,103	475,290	589,714	114,424
November	216,516	431,862	411,136	-20,726
December	90,066	378,655	371,160	-7,495
January (1)	109,118	314,248	370,713	56,465
February	205,512	412,711	-	-
March	334,004	476,041	-	-
April	379,613	568,275	-	-
May	428,612	612,496	-	-
June	518,002	621,212	-	-
Total	3,585,958	6,272,972	3,999,062	303,895
February 2023 revenues are anticipated to be received in late March.				

(1) The majority of remittances for the lodging period in January were received; however remittances paid to HdL Services for the collection period from February 22nd- 28th has not been provided to the City. Typically, this amount is less than $10,000.

SALES AND USE TAX

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

The Fiscal Year 22/23 Adopted Budget reflects the addition of Measure A revenues, a 0.50% Transactions and Use Tax. This tax become effective on October 1, 2022. Three quarters of Measure A funds have been incorporated into the annual projections. The first quarter of Measure A revenues are included on this current report.

The impact of COVID-19 on the Sales and Use tax revenues was less significant when compared to TOT. The following table presents Fiscal Year 22/23 budget and revenues received to date.

Sales and Use Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,616,000	2,685,867	47.8%

The following table presents Fiscal Year 2022/23 revenues received to date.

Remittance Period	2020/21	2021/22	2022/23	Net Difference
July Advance	358,945	303,144	350,801	47,657
August Advance	427,105	507,200	364,694	-142,506
September True-up	243,269	287,224	475,273	188,049
October Advance	343,188	311,118	411,967	100,849
November Advance	333,869	324,181	424,467	100,286
December True-up	302,359	479,810	658,665	178,855
January Advance	281,830	260,937	-	-
February Advance	339,550	316,738	-	-
March True-up	239,864	471,617	-	-
April Advance	314,606	329,326	-	-
May Advance	395,212	436,035	-	-
June True-Up	481,058	513,452	-	-
Total	4,060,855	4,540,782	2,685,867	473,190
January 2023 payments are anticipated to be received in late March as the State pays the city two months in arrears				

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Audrey Cray, Finance & Risk Manager

MEETING DATE: March 15, 2023

SUBJECT: Workers' Compensation Third Party Administration Agreement With Athens Administrators

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

RECOMMENDATION

Motion to authorize the Mayor to sign an agreement with Athens Administrators.

DISCUSSION

Effective Fiscal Year 20/21, the City of Pacific Grove entered into a membership agreement with California Joint Powers Insurance Authority (CJPIA) General Liability Program and Workers' Compensation Program. Each program is insured up to the self-insured retention (SIR) level of $150,000. From July 1 st, 2020 to December 31st, 2022, the third party administrator (TPA) contracted by CJPIA for Workers' Compensation administration was Sedgwick. Effective January 1st, 2023, the TPA contracted by CJPIA is Athens Administrators.

Staff requests that Council authorize the Mayor to execute the Third Party Administrator (TPA) Agreement with Athens Administrators for the administration of Workers' Compensation claims for the City of Pacific Grove. This will make the City of Pacific Grove consistent with the rest of CJPIA membership for Workers' Compensation administration.

OPTIONS

Provide alternate direction.

FINANCIAL IMPACT:

No additional financial impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

Workers' Compensation TPA Agreement - Athens Administrators

WORKERS' COMPENSATION SERVICE AGREEMENT

This Agreement is entered into by and between **City of Pacific Grove** ("Client") and **Athens Administrators** ("Administrator") this 1st day of January 2023.

RECITALS

WHEREAS Administrator provides claims administration services to California Clients subject to the California Workers' Compensation Laws; and is party to a Service Agreement between it and the California Joint Powers Insurance Authority (CJPIA), which agreement provides that CJPIA will pay Athens Administrators for certain claims handling fees on behalf of CJPIA Member Agencies as directed by CJPIA; and

WHEREAS Client self-insures its claims administration program for workers compensation risks and desires to have Athens Administrators provide the specific services set forth below in connection with such self-insured program and have CJPIA pay the claims handling fees in connection therewith.

NOW THEREFORE, it is agreed:

This Agreement is between the Client and the Administrator to provide third party workers' compensation claim administration services for Client in the State of California, subject to the terms stated below:

I. TERM, TERMINATION & FEES

1.1 Term:

The term of this agreement shall consist of an initial three (3) years and six (6) months commencing on January 1, 2023. Both parties will also have the option of including two (2) individual one (1) year amendments with pricing negotiated in good faith by both parties.

Fees:
When applicable, based on the retention level of the Client, Client will pay the Managed Care Fees listed in Addendum A up to Client's Self-Insured Retention.

1.2 Termination:

a. Either party may terminate this Agreement, with or without cause and without penalty, as defined below:
   - Without cause – Written notification by either party with 120 days notification.
   - With cause – Written notification by either party, outlining the reasons for the termination of the agreement with 90 days' notice.

b. Upon termination of this Agreement for any reason, a final accounting agreeable to parties will be made of fees payable to Administrator and a final accounting of any funds belonging to Client then in the possession of Administrator, and any balance due either party will be promptly paid over to the party entitled thereto.

c. All claim files, records, reports and other material pertaining to the employee claims subject to this Agreement shall be the property of Client and shall be made available promptly to Client upon termination of this Agreement.

d. Upon the effective date of any termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease except with respect to rights and obligations, which have accrued or expressly survive termination.

II. ADMINISTRATOR DUTIES AND SERVICES

2.1 Administrator agrees to meet on a regular basis with Client to:

a. Develop procedures, forms, instructions, schedules and other materials related to claim management, including a procedure manual for Client's use, within thirty (30) days of the effective date of this Agreement and update such materials as needed.

b. Provide claim reporting kits including, but not limited to, claim and accident report forms, required notices, and procedural instructions, for distribution by Client to Client's staff on or before the effective date of this Agreement, and as needed thereafter.

c. Provide group education for Client's management personnel regarding claim management as requested.

d. Assist Client's personnel in the development of directives, notices, and other program communication to employees as requested or needed based on Administrators expertise and suggestion.

e. Provide all forms and supplies necessary for the efficient operation of the Workers' Compensation insurance program, including customized benefit checks bearing Client's name and logo, and to prepare all legally required forms and documents including but not limited to, 1099 reports to the I.R.S. and any and all other documents and reports now or in the future required by the state or federal government or any other agency associated with Client's Workers' Compensation program.

f. Work with Authority's Finance Department and bank to establish controls.

g. Administrator agrees to attend two (2) in-person meetings per year. The Administrator's attendees will be mutually agreed to by the Administrator and the Client.

2.2 Administrator agrees to administer all claims as follows:

a. Establish and maintain a claim file, with a diary date not to exceed thirty (30) days, on each active claim upon which indemnity benefits are being paid; A diary system not to exceed sixty (60) days on all other open, active Indemnity claims; and a supervisory review diary not to exceed one-hundred-twenty (120) days, or more often when needed.

b. Manage timely receipt of all pertinent claim information from Client providers and other

sources.

c. Determine, on behalf of Client for each reported employee injury or illness, those benefits, if any that should be paid or rendered under the California Workers' Compensation Laws. Such determination shall include an estimate of future claim payment. Retain outside services with prior approval of Client, for the investigation and management of the claims. Outside services include but are not limited to:

- AOE/COE Investigators
- Activities Check/Sub-rosa Investigator;
- Medical Case Management and Rehabilitation Nurses/Consultants
- Subrogation Investigators and Experts

d. Exhibit in each Indemnity claim file good faith efforts to contact all injured workers by telephone within at least twenty-four hours of receipt of claim, and in no event any later than forty-eight hours of receipt of claim, excluding weekends and holidays. Establish phone contact with appropriate Client department for initial discussion of claims, as needed, within three (3) working days of receipt of claim.

e. Initiate investigations, subject to approval by Client, to determine compensability of reported and actual claim status. Client shall have prior approval of the selection of any investigator used to investigate Client's claims of industrial injury or illness. Take necessary statements and investigate facts of the case within thirty (30) days receipt of claim, when warranted.

f. Prepare documentation of cases for litigation and continue to monitor legal counsel representing Client in legal action(s) and assist counsel as necessary in preparation of litigation. Client shall select and approve counsel prior to each referral. In addition, Administrator shall promptly provide Client with copies of all correspondence generated on those claim files which are litigated and shall immediately notify Client in writing and shall keep Client closely informed on those claims involving allegations of Serious and Willful Misconduct or alleged violation(s) of California Labor Code Section 132(a). At time of case referral to defense counsel administrator shall prepare a letter of direction to defense counsel outlining work to be done, by whom, and in what time frame. All assignments, instructions and communication with defense counsel must be documented in the claim file and computer note pads. Administrator shall manage defense counsel on an ongoing basis and obtain status reports from defense counsel every sixty (60) days. Administrator shall actively manage litigated files and not perform functions and shall not require defense counsel to perform activities which can be accomplished effectively by claims staff. Examples of required examiner activity on litigated files include by are not limited to:

- Scheduling medical appointments
- Writing cover letters to doctors
- Subpoenaing medical records
- Answering applications
- Filing and serving requisite documents

Administrator shall obtain defense counsels' written evaluation within sixty (60) days of

submission, including evaluation of liability, verdict potential, settlement value, and case strategy.

g. Disburse payment on behalf of Client out of the bank trust account funded by Client, all "Allocated Loss Expenses", which is defined to include all costs incurred on behalf of Client specifically related to an individual claim, including but not limited to, attorneys, independent adjusters or investigators, expert witnesses, copying records or transcripts, court costs or Appeals Board fees or other costs deemed proper and necessary to represent Client.

h. Examine on behalf of Client all reports of industrial injury or illness relating to Client's employees or former employees and reported to Administrator and to conduct investigations on such cases by Administrator's salaried employees as in Administrator's judgment is deemed necessary.

i. Pay compensation, medical expense, "Allocated Loss Expense", and all other benefits as prescribed by law out of funds provided by Client. Payments made by Administrator without Client approval, where approval is required elsewhere in this Agreement, shall be the responsibility of the Administrator.

j. Maintain a claim file on each reported claim which shall be available to Client at all times for inspection and to conduct, at a time and frequency to be determined by Client, claim file reviews with Client at either Client's or Administrator's offices.

k. Index Bureau System. On the Client’s behalf, Athens shall subscribe and report to the Index Bureau System related to each claim. The costs of such reports will be allocated to each individual claim file.

l. Create, reserve and enter required claim data into Administrator's computer system within five (5) working days of receipt of notice of claim from Client. Enter all payments, reserved revisions, and file closings into the information system within three (3) working days.

m. Review Client's medical bills and other medical charges and treatment relating to Client's claims of industrial injury or illness, for causal relationship to all claims of injuries/illness, and reasonableness of treatment prior to payment. Solicit all medical bills, medical reports and records, and documentation of alleged wage loss prior to settlement negotiations.

n. Make all disability payments and send all notices in a timely manner, abiding by all applicable provisions of the California Labor Code and California Workers' Compensation Laws, Rules and Regulations.

o. Make payments of bills within thirty (30) days of receipt and assure timely review and payment of all medical bills in accordance with statutory deadlines and requirements.

p. Acknowledge to Client all claims reported to Administrator within three (3) working days of receipt of the notice of claim and to notify Client and injured workers within five (5) working days of the notice of claim to Client, whether the claim has been accepted, delayed for further investigation, or denied.

q. Convert all Medical Only Claims to Indemnity Claims status when the paid amount reaches five thousand ($5,000) dollars or when the claim remains open in excess of one (1) year.

r. Recognize and where appropriate investigate all subrogation and/or contribution possibilities, preserving evidence and utilizing appropriate investigators and experts, as needed, after first obtaining Client's permission to engage such investigators/experts. As respects subrogation and contribution cases, any compromise settlements or lien reductions will be discussed with the Client.

s. Administrator may receive compensation in connection with outsourced services, either by retaining a portion of expenses charged to the Account, or by receiving fees from preferred providers. The amount that Administrator receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider or Administrators mark-up of provider fees. The amounts retained or received by Administrator in connection with outsourced services are in addition to the basic fees, reimbursable expenses, additional service fees, and the taxes paid to Athens by Company.

t. MSA Allocations/SCHIP Reporting – Athens has contracted with third party Verisk for Medicare Set Aside allocations and State Children Health Insurance Program ("SCHIP") reporting efforts. Athens may exclusively utilize the services of Verisk for MSA allocations and SCHIP reporting requirements unless otherwise requested in writing by Client.

2.3 <u>Administrator agrees to monitor relevancy of medical treatment by the following:</u>

a. Maintain continual contact with medical practitioners in order to monitor claimant treatment process and a timely return to work. Administrator shall make a good faith effort to establish contact with attending physician within twenty-four (24) hours of receipt of injury report and shall make contact with attending physician's office within forty-eight (48) hours of receipt of injury report and shall document such contact in the claim file.

b. Review and discuss Vocational Rehabilitation Program(s) with Client prior to its initiation for an individual claimant.

c. Monitor individual vocational rehabilitation programs to determine appropriateness and progress.

2.4 <u>Administrator agrees to the following record keeping and reporting requirements:</u>

a. Provide Client with monthly reports consisting of:

- Daily check registers including all claim disbursements made on behalf of Client.

- Computerized loss reports in an acceptable format as mutually agreed upon at the effective date of this Agreement, showing descriptive data, details of each month's payments, total payments, reserves and total experience and incurred loss values for each claim.

- Any and all other standard reports Administrator currently prepares, if desired by Client. Additional reports required by Client, which are not currently a standard offering by Administrator may be requested of Administrator per paragraph 2.7 above.

b. Provide oral claims reports on demand, special specific-focus loss run reports within twenty-four (24) hours and larger or major computer analysis reports within seven (7) working days, excluding weekends and holidays. It is further agreed and understood that should Client require that Administrator prepare for Client special reports, which require additional programming costs there may be an additional charge for said reports.

c. Maintain all records and statistical data on each employee claim of injury or illness, including, but not limited to, a record of each denial, delay, litigated claim and loss, which records, and data shall be available upon request by Client. Client, at Client's discretion, may audit all records maintained by Administrator including, but not limited to, all payments made on behalf of Client. Such audit may incorporate random sampling or other audit procedures suitable to Client.

d. Prepare and submit Federal Information Return (Form 1099) by statutory deadline for applicable payments made by Administrator on Client's behalf, during the term of this Agreement and as specified under Section 1.02. (e) of this Agreement.

e. Prepare all other reports as necessary to remain in compliance with all Workers' Compensation Laws and other state and federal laws, rules and regulations.

f. Provide report to Accounting Department of Client of all payments when made and any other information necessary for Client to adequately fund the bank trust account. All such payments shall be supported with check payment detail and monthly summary report showing all payees, payment amounts and dates of payment.

g. Provide for Client the ability to be on-line with Administrator's computer system. This system will provide Client with all financial and statistical data relating to Client's workers' compensation claims, together with narrative topical "notepad" reports, on each individual claim. This system will also include electronic mail service between Administrator and Client; the ability to electronically transmit 5020's (Client's First Report of Industrial Injury/Illness); OSHA Log generation; and complete report generation capabilities.

h. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour (per paragraph 2.7) once the scope has been agreed upon.

III. CLIENT'S DUTIES

3.1 Client agrees to perform as follows:

a. Within 5 business days, report to Administrator as they shall occur and become known to Client, the employee claims of occupational injury, disease, illness, or death.

b. Within 5 business days, forward to Administrator all applications, notices of claims, notices of hearings or other legal notices pertaining to claims against Client for occupational injury, disease, illness, or death, and all other correspondence or information received by Client which is or could be relevant to the efficient and proper handling of any reported claim of industrial injury, disease, illness, or death.

c. Provide Administrator with all necessary data required for Administrator to perform under this Agreement and cooperate fully with Administrator in the performance of this Agreement.

d. Make available to Administrator funds for the payment of benefits or services to or for occupational injury, disease, illness, death, or vocational rehabilitation and medical treatment of employees of Client, or their dependents in the event of death, and "Allocated Loss Expense". Administrator shall administer said funds in accordance with the terms of this Agreement as Trustee of Client.

IV. ELECTRONIC CLAIM FILES, STORAGE, AND TRANSFER OF FILES

4.1 Files

Administrator shall record and maintain an electronic file of all industrial injuries reported. Files may be maintained electronically, in hard copy, or in other media, at Administrator's discretion. Such files shall be made available to Client or its designated representative for inspection upon request.

4.2 Storage

Physical Documents

If Client would like to transfer physical documents for active and closed claim files to Administrator, Client must choose one of the following options to do so: 1) Storage - Administrator will store the physical documents at an offsite third-party storage facility with the direct costs passed-through, with no mark-up, to Client to pay on a quarterly basis; 2) Scan and shred – Administrator will scan the physical documents received for Client's active claims files and shred them, at Administrator's expense; closed claim file boxes will be scanned and shredded by Administrator or third-party vendors hired by Administrator, for a cost to Client of $25 each box, to be paid to Administrator by Client with the first invoice after receipt of boxes. Client will instruct Administrator as to which option they choose, before sending the boxes to Administrator. If the boxes are received by Administrator without Client's instructions, Administrator will scan and shred the documents and bill Client as noted in choice #2 in this paragraph.

Videos

If Client would like to transfer video files for active and closed claim files, to Administrator, Client may transfer up to 1TB (terabyte) of video that Administrator will store at Administrator's cost. For any additional space utilized for video files, Administrator will bill Client $1 per GB (gigabyte) on a monthly basis.

4.3 Transfer of Electronic Files

Administrator will provide Client's files to Client, or an entity designated by Client, within 30 business days of the agreed upon transfer date of the files to the new Administrator. Client will reimburse Administrator all reasonable costs incurred in returning the files to the Client. The electronic files will be in the electronic form used by Administrator to provide the services to Client under this Agreement. Client may request that the files be provided in a different format or that the hard copies of the files be provided to it, provided that Client pays Administrator for all costs associated with such request. Notwithstanding the foregoing, Administrator will not be obligated to provide the files to Client, or an entity designated by Client, unless Client has paid Administrator for all amounts owed pursuant to the Agreement. Client agrees to comply, and to require any recipient of the files designated by it to comply, with all applicable laws and regulations relating to the storage, transmission, use and confidentiality of the files and to hold Administrator harmless in relation thereto, except for gross negligent acts of which the Administrator will be responsible.

4.4 Copies of Files

Administrator may, at its discretion keep a copy of Client's files if it deems it necessary to comply with or defend itself in relation to any obligation or rights that it has under this Agreement, applicable laws or regulations.

4.5 Backup of Files

Administrator currently hosts all data in our claims administration system in an Amazon Virtual Private Cloud (VPC). Communication between the Administrators end user's laptop, computer and our claims administration system in the VPC, is encrypted. The communications within the VPC are encrypted, the data at rest in the Database is encrypted and Administrator performs daily back-ups.

We pay an independent company to conduct a vulnerability scan and penetration test annually and we engage an auding company to conduct a SOC 1, Type II audit annually.

V. FINES, PENALTIES, AND STANDARDS

5.1 All services as described in this Agreement shall be performed in accordance with all applicable laws, rules and regulations of any and all governmental authorities and applicable standards, and specifically performed in accordance with all applicable Workers' Compensation Laws of the State of California.

5.2 Administrator and Client acknowledge the obligations and penalties contained in the California Workers' Compensation Reform Act of 1989 that may be imposed on both Clients and claim administrators and agree to the following:

a. Penalties for errors or omissions caused by Client's failure to act or timely report claims or issues to Administrator that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Client. Penalties

for errors or omissions caused by Administrator's performance of services under this contract that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Administrator.

b. Administrator shall provide Client with a quarterly accounting of penalties paid by Administrator on behalf of Client including a description and detailed listing of each penalty payment and the specific claim file to which the penalty payment was charged. Penalties, which are computed by Administrator, shall be paid out of Client's benefit account and Administrator shall then reimburse Client quarterly for those penalties, which are the responsibility of Administrator under the terms and conditions of this Agreement.

c. Without limiting the provisions set forth in the above two paragraphs it is agreed that upon receipt by Administrator of a notice of claim from Client, upon which indemnity benefits shall be paid or notice given promptly to the employee in order to avoid late payment or notice of benefit penalties, Administrator shall have **ten working days** (excluding weekends and holidays) from the date of receipt of the claim from Client, to investigate and pay the temporary disability or send the required wage continuation notice, and that failure on the part of Administrator to do so within this time frame shall be the financial responsibility of Administrator for any fine imposed for late notice or payment of benefits. Any fines or penalties for late payment or notice of benefits on claims, which are received from Client by Administrator on or, after the **ninth working day** following the date Client knew or should have known about the claim(s) shall be the responsibility of Client.

d. Any controversy between the parties to this Agreement involving the construction or application of the terms, provisions, or conditions of this Agreement relating to the payment of penalties or fines shall be submitted to arbitration upon the written request of one party, after service of that request upon the other party.

e. Arbitration and controversies relating to the payment of penalties or fines under this Agreement shall comply with and be governed by the provisions of the California Arbitration Act, as set forth at sections 1280 et. seq. of the California Code of Civil Procedure.

f. Failing informal efforts between the parties to this Agreement to resolve disputes regarding the payment of penalties or fines, each party shall appoint one person to hear and resolve the dispute. These arbitrators, one appointed by each party, shall be known for the purposes of this Agreement as *"initial arbitrators"*. If the *"initial arbitrators"* are unable to agree on a resolution of the dispute they shall then choose a third independent and impartial arbitrator whose decision shall be final and conclusive on both parties.

g. If a dispute or arbitration under this Agreement is pending at a time when payment of the disputed penalty(s) or fine(s) is either statutorily mandated or when failure to effect payment will result in an increase in the fine or penalty, or an additional fine or penalty, each party shall bear liability for one-half of the penalty(s) or fine(s) in dispute until such time as the arbitration is concluded and liability for payment of the fine or penalty is finally determined. Once determined, the party adjudged to be liable for the penalty(s) or fine(s)

shall reimburse the non-liable party for any portion of the penalty(s) or fine(s) the non-liable party may have paid during the pendency of the arbitration.

5.3 Excess Coverage or Other Insurance

Administrator, as a part of the regular claims administration process, shall comply with the reporting provisions, guidelines, and requirements imposed by the Client's Excess Workers' Compensation Insurance Carrier(s) and other carriers that may be involved in the administration of the Client's Workers' Compensation Program. However, Client as policyholder shall continue to be liable for all the duties, requirements, obligations, and penalties subject to section 6.1 and 6.2 of this agreement imposed by the Client's Carrier(s).

VI. DEFINITION OF "MEDICAL ONLY" AND "INDEMNITY" CLAIM

6.1 The definition of an "Indemnity Claim" shall be:

a. Any alleged work-related claim for which any of the following is claimed:

(1) Temporary Disability
(2) Permanent Disability
(3) Vocational Rehabilitation
(4) Life Pension
(5) Death

6.2 The definition of a "Medical Only" claim shall be:

a. Any alleged work-related injury or illness for which medical treatment is sought, the claimant is not hospitalized, temporary disability does not exceed the waiting period as defined by the Workers' Compensation Laws of California, and no other Indemnity benefits are claimed.

VII. GENERAL PROVISIONS

7.1 Neither party shall assign this Agreement or any part hereof without the written consent of the other party.

7.2 Each party agrees to indemnify, defend, and hold harmless the other against all actions, claims or demands, and against all costs, expenses and attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as an actual or alleged result of an act or omission of the party or any of its shareholders, directors, officers, employees, Mayor, City Council or agents and each party's obligation to so indemnify, defend and hold harmless the other shall survive the expiration or earlier termination of this Agreement.

The provisions of the HIPPA Business Associate Agreement attached as an addendum to this contract imposes obligation on the parties in addition to the paragraph above.

7.3 All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Client **City of Pacific Grove** 300 Forest Ave Pacific Grove, CA 93950 Attn: Tori Hannah	Administrator **Athens Administrators** P.O. Box 696 Concord, CA 94533 Attn: James Jenkins

7.4. In the event either party hereto shall institute formal legal action, the prevailing party shall be entitled to its reasonable attorneys' fees.

7.5 This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, signed by the parties and attached hereto.

7.6. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, and signed by the parties hereto.

7.7 This Agreement shall be governed by California law and any action arising out of it shall be instituted and prosecuted only in the municipal or superior court of Contra Costa County, State of California.

7.8 This Agreement instrument constitutes the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF: The Parties have hereto caused this Agreement to be executed by their duly authorized representatives as of the day and year stated.

CITY OF PACIFIC GROVE

_____

Signature

_____

Title

_____

Dated

ATHENS ADMINISTRATORS

_____

Signature

_____

Title

_____

Dated

ADDENDUM A

Pricing Proposal - Managed Care Services

Prepared by: Athens Administrators

MEDICAL BILL REVIEW		
Medical Fee Schedule Reduction (OMFS)	$7.00	Per Bill
(Includes: Medical, Pharmacy and Supplies)		
Hospital In and Out Patient Fee Schedule Reductions	$600.00	Per Bill
PPO Network	23% of Savings	
Specialty Bill Negotiations	20% of Savings with a $3,000 Per Bill Maximum Charge	
Duplicate Bills	No Charge	

UTILIZATION REVIEW, CASE MANAGEMENT AND PHYSICIAN REVIEW	
Utilization Review	
Concurrent, Prospective and Retrospective Review	$145 Flat Fee
UR appeals: Peer to Peer	$300 Per Hour
Authorization Only	$40 Flat Rate
Case Management	
Telephonic Nurse Case Management [1]	$124 Per Hour
Field Case Management[1]	$130 Per Hour + Travel and Mileage
Catastrophic Case Management[1]	$145 Per Hour + Travel and Mileage
[1] Case Management Fees are subject to 3.50% annunal increases on the anniversary date of the agreement.	
Peer Review	
Physician Peer Review	$300 Flat Fee
Records Review	$250 Per Hour

ADDITIONAL RELATED SERVICES	
Pharmacy Benefits Management (PBM)	Included
Pharmacy Drug Review	$125 Per Hour
Central Index Bureau & First and Subsequent Report of Incident Reporting	$25 Per
Claim Reporting	Included
Predictive Modeling	Included
MPN (Blue Cross)	$5.75 Per Bill
CMS Reporting (Verisk)	Included
New Loss Text Messaging to Injured Workers	Included
Nurse Triage	$170 Per Claim

ADDENDUM A

Terms of Agreement

Life of Contract

1) Athens Administrators will invoice CJPIA, on behalf of Client for all basic fees on a monthly basis and such invoice shall be paid by CJPIA, on behalf of Client upon receipt of invoice.

2) Claims will be handled for the life of the contract with no additional per claim fees. If you should decide to non-renew with Athens Administrators, the existing open files can be handled in one of two ways.

   a) Athens Administrators could continue to handle open files at our prevailing rates per year per open file.

   b) Athens Administrators would return the files to the client at the clients expense

3) Account Administration includes the following:

   a) Detailed status reports
   b) Settlement authority set at $39,999 with advanced notification to Client
   d) Banking Administration
   e) Scheduled meetings/claim reviews

4) Data Management includes the following:

   a) Monthly claim reporting by e-mail or website
   b) Carrier report package by e-mail or website

5) Custom Report Creation: Access to Athens' complete report library is standard and included in fees. In the event client requires custom reports to be created there will be a charge of $125 per hour to create custom report.

Definition of Allocated Expense: Shall include, but not be limited to:

Legal fees	Managed care expenses
Professional photographs	Medical examinations
Extraordinary cost for witness statements	Extraordinary travel made at client's request
Medical records	Court reports
Experts' rehabilitation costs	Accident reconstruction
Fees for service of process	Collection cost payable to third parties
Architects, Contractors and Engineers	Outside investigations
Police, fire, coroner, weather, or other such	Subrogation at 15% gross recovery
Property damage appraisals	Property damage appraisals
Sub rosa investigations	Index bureau filings
Official documents and transcripts	Chemist
Pre-and post-judgment interest paid	Claim intake fees

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: March 15, 2023
SUBJECT: BNRC and Museum Board Appointments
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Approve appointments of Andree Brisson to Beautification and Natural Resources Commission (BNRC) with term ending January 31, 2025 and Christine Bertko to Museum Board with term ending January 31, 2027.

DISCUSSION
The appointments of Andree Brisson and Christine Bertko fill current vacancies on these committees.

City committees play a vital role in city government and provide opportunities for residents to become engaged in civic activities and work to improve local governance. We are very fortunate to have many highly qualified and talented residents willing to serve on City committees.

The term for BNRC appointments is 2 years. The term for Museum Board appointments is 4 years.

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

OPTIONS
N/A

FINANCIAL IMPACT:
There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

Redacted Applications

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

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

RECEIVED
CITY MANAGER'S OFFICE
2022 DEC 13 P 2:08
CITY OF PACIFIC GROVE

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

Name: Andrée M. Brisson

Street Address: [redacted]

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

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

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

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

I am a (conservation) biologist, my area is sustainability. I have field work experience, both with terrestrial and marine animals. I am particularly interested in habitat and wildlife conservation.

Thank you for your consideration!

Andrée

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

Signature of Applicant: Andrée Brisson | **Date:** 13 Dec. 2022

FOR CITY USE ONLY

Appointed to: _____

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

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

Date Certification of Appreciation Awarded: _____

ANDRÉE M. BRISSON
[redacted]
Pacific Grove, CA
[redacted]
[redacted]

EDUCATION

Fort Hays State University, Hays, KS
M.S. in Biological Sciences
Thesis: *The Face of Extinction: Are Charismatic Species more Vulnerable to Endangerment?*
Awards: *My-go-to Mentoring, Outstanding Graduate School Teaching, Outstanding Graduate Student Thesis, Honor Society*

Union College, Schenectady, NY
B.S. in Psychology
College Year in Athens

TRAVEL

U.S. National Parks, Presidential Libraries, Europe, Asia, Canada, Mexico, Central America, South America, Caribbean, Bahamas, Australia, French Polynesia, Galapagos Islands, Hawaiian Islands

LIFE SKILLS

French, Photography, Public Relations/Marketing, Birdwatching, Field Biology

WORK EXPERIENCE 2012 - 2020

Sister Cities International, Washington, DC
State Representative, South Dakota & Kansas

Academic Keys, LLC, Storrs, CT
Consultant/Vice President of Marketing & Sales

American Association of State Colleges & Universities, Washington, DC
Co-Curator/Steering Committee
AASCU/NBCC course, *Science for Citizens*
AASCU National Blended Course Consortium Initiative

PROFESSIONAL PRESENTATIONS 2010 - 2018

A Work in Progress: An AASCU & Smart Sparrow Partnership to Build Better Courses
A. Brisson & S. Koether, February 2018, AASCU Winter Meeting, San Antonio, TX

Human Overpopulation & Biodiversity Loss.
A. Brisson, June 2013, American Democracy Project and the Democracy Commitment, National Meeting, Denver, CO

A Proposed Large-Scale Approach to Assess Free-Ranging Cat Populations and Estimate Associated Impact on Free-Living Bird Populations
G.H. Farley & A. Brisson, October 2012, Kansas Ornithological Society, Southwestern College, KS

A Global Study of Color, Ornamentation, Song and Mimicry in Birds: Charismatic Species are more Vulnerable to Exploitation and Endangerment
Brisson, August 2012, North American Ornithological Conference, NAOC–V, University of British Columbia, Canada.

Patterns in Migratory Songbird Capture between 1966-1980 and 1995-2009 at an Autumn Banding Station in the High Plains
G.H. Farley, A. Brisson, A. Galt & S. Kane, May 2010, Joint Meeting of the Association of Field Ornithologists and Wilson Ornithological Society, Hobart & William Smith Colleges, NY

CONFERENCES & WORKSHOPS 2012 - 2019

Higher Education & Student Affairs
CUPA-HR Eastern Regional Spring Conference, Baltimore, MD
ACE 100th Annual Meeting, *Executive Search Roundtable*, Washington, DC
ACE Annual Meeting, Philadelphia, PA
Council of Independent Colleges, St Louis, MO
AASCU Academic Affairs Winter Meeting, *Public Universities in Challenging Times*, San Antonio, TX
CAT Assessment Training, Santa Fe, NM
Science for Citizens, AASCU Curator Conferences, Washington, DC
Hybrid Learning & the Residential Liberal Arts Experience, Teagle Foundation, NY, NY
Educating Globally Competent Citizens, AASCU, Washington, DC
Northwest University for Nationalities Faculty Exchange, Lanzhou, China
Gender Equality Alliance Safe Zone Training, Hays, KS
Student Retention Symposium, Hays, KS
Kansas Campus Compact Service-Learning Institute, Hays, KS
Society for Conceptual Logistics in Communication, Hays, KS

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

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

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

Name:
Christine Woods Bertko

Street Address:
[redacted]

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

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

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

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

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

Signature of Applicant: Christine Woods Bertko — Christine Woods Bertko

Date: ~~3/23/23~~ 3/7/23

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ *Expiration:* _____

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

Date Certification of Appreciation Awarded: _____

Christine Woods Bertko

[redacted]

EDUCATION

M.A. in Science Teaching 2005
Northern Arizona University, Flagstaff, Arizona

Teacher Credential Program
California Multiple Subjects Teaching Credential, K-8 1992
Holy Names College, Oakland, California

B.A., English 1973
University of California, Riverside, California

SCIENCE EDUCATION EXPERIENCE

Pt. Lobos State Natural Reserve Docent 2015 to Present

- Protect the Reserve and interpret natural history for the visiting public.
- Serve on the Docent Training Team and the Youth Programs Committee.
- Served as a Deputy Docent Administrator representing the Docent Corps in coordination with California State Parks and the Point Lobos Foundation.

Middle School Science Teacher and Science Director 2011 to 2015

- Teach middle school science classes in earth, physical and biological science.
- Coordinate science program for K-5 students and teachers.
- Design and deliver FOSS science workshops for K-8 teachers.

Exploratorium Teacher Institute Mentor 2011 to 2013

- Mentor new middle and high school science teachers.
- Design and deliver Teacher Institute workshops.

Monterey Bay Aquarium Guide 2009 to 2019

- Engage guests of the Monterey Bay Aquarium through interpretation and conversation and invite visitor participation in the marine biology of the local ecosystem. Assist in Discovery Lab field trip program for K-12 students.

***Science and Children* Reviewer** 2010 to 2012

- Review manuscripts for accuracy of scientific content, best practices and pedagogy.

Science and Mathematics Coaching and Leadership 2009 to 2011

- Provide content coaching and instructional support for K-8 educators with the goal of improving science and mathematics teaching and learning.
- Facilitate lesson study sessions to improve student learning and promote research-based changes in instructional practices.
- Plan and lead collaborative mathematics workshops for K-8 teachers at three East Bay schools.
- Identify and mentor school based leadership teams to sustain systematic change.
- Collaborate with K-8 administration in long-range planning and program development of science and mathematics education.

Curriculum Development 2008 to 2009

- Developed Flagstaff Area National Monuments "Traveling Trunk", a standards-based National Parks science curriculum for K-8 students.

Field Studies 2008 to 2009
Lawrence Hall of Science
University of California, Berkeley

- Administered field studies to research participants for *Seeds of Science /Roots of Reading* (Lawrence Hall of Science).

Science Education Professional Development Coordinator 2005 to 2008
Center for Science Teaching and Learning (CSTL)
Northern Arizona University, Flagstaff, Arizona

- Planned and delivered science education professional development to Arizona teachers
- Course instructor for Northern Arizona University Science Education courses
- Designed, developed and wrote grants for formal and informal science education
- Managed grant-supported science programs and projects

- Served as Principal Investigator for state funded science education grants
- Created partnerships with College of Engineering and Natural Sciences for the delivery of standards based science institutes
- Coordinated, managed and mentored project staff

- Collaborated with Arizona science educators, K-20, in the delivery of standards based science curriculum
- Supervised student teaching candidates in Flagstaff middle and high school classrooms
- Developed curriculum for National Park Service
- Served as Site Director, GEMS, Lawrence Hall of Science, University of California, Berkeley
- Acted as CSTL Representative, Flagstaff Unified School District Science Alliance

Graduate Assistant 2004-2005
CSTL, Northern Arizona University, Flagstaff, Arizona
- Recruited and advised science education students
- Assisted in science education research and education projects.

Junior High School Science and Mathematics Teacher 2002-2004
Oakland, California
- Instructed ethnically diverse, low income students in General Science and Mathematics
- Designed Junior High science and mathematics program.

Science Coordinator
Oakland, California 1995-2004
- Organized and managed K-6 science education program; developed junior high science education program.
- Provided resources, training and support for K-8 teachers in the implementation and use of science curriculum
- Researched, designed and supervised construction and use of new science lab
- Collaborated in the design and development of a community based garden and nutrition program

Fifth Grade Science and Mathematics Teacher 1993-2002
Oakland, California
- Instructed ethnically diverse, low-income students in General Science and Mathematics
- Designed integrated science units including language arts, history and mathematics
- Mentored teachers and supervised student teachers
- Organized and led community-based environmental restoration projects

PUBLICATIONS

- Hot Spots and Squeeze-Ups: An Investigation into Earth's History. Flagstaff Area National Monuments Traveling Trunk Program, Grades 6-8.
- Stories Then and Now. Flagstaff Area National Monuments Traveling Trunk Program, Grades K-2.

ADDITIONAL PROFESSIONAL PRESENTATIONS

- MSP Technical Workshop. *Spotlight on Success,* September 2007, co presented with Jane Kirkley
- ASTA Workshop, *Curriculum Topic Study, An Introduction*, October 2007, co presented with Jane Kirkley, Joelle Clark, Laura Jauron
- Arizona State Representative to MSP STEM Summit National Conference, Washington, D.C. December 2007

PROFESSIONAL ORGANIZATIONS - Current

National Association for Interpretation (NAI)
UC California Naturalist

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: March 15, 2023

SUBJECT: Agreement with Pro Forma Advisors, LLC

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

RECOMMENDATION

Authorize the Mayor to execute an agreement with Pro Forma Advisors, LLC for a golf course study, in an amount not to exceed $25,000.

DISCUSSION

At the February 15, 2023 Council Meeting, Mayor Peake and Council Member Coletti brought forward an item for Council to consider a contract with Pro Forma Advisors, LLC to conduct a golf course financial analysis (pro forma) and provide golf course lease recommendations. Staff was directed to return to the City Council with an agreement to hire Pro Forma Advisors, LLC. The original agenda report identified a proposed scope of work, as well as provided a sample report. Based on that information, Pro Forma Advisors has prepared the attached proposal.

In reviewing the attached scope of work, please note the following:

- The City Attorney has indicated that the current lessee, CourseCo, is not required to provide any data to the City or consultant, other than revenues and gross revenues that are defined in the lease agreement.

- The Golf Course lease is through September 2029. While CourseCo. has provided the Council subcommittee with a proposed amendment to the lease to assist with recycled water costs, they are under no obligation to negotiate with the City until September 2029.

- The City does not have the right to terminate the lease, unless the lessee is in default with the terms stated in the lease.

A copy of the lease agreement and amendment are attached for reference.

A draft contract was not included with this agenda report. The consultant is in agreement with using the City's standard contract. An overview of the scope of work, timelines, and contract budget is included in the proposal.

OPTIONS

- Authorize the Mayor to sign an agreement with Pro Forma Advisors, LLC.
- Provide alternate direction

FINANCIAL IMPACT:

These costs were included in the mid-year budget amendment ordinance.

GOAL ALIGNMENT: Not Applicable.

Attachments

Pro Forma Proposal, LLC

Golf Course Lease Agreement

Golf Course Lease Agreement_Amendment 1

Pro Forma
Advisors LLC

Time and Budget

The scope of work would require approximately 8 weeks to complete. The work assignment would be conducted on a time and expenses basis with a maximum not-to-exceed budget of $25,000.00.

Exhibit 1: Professional Hours and Fees Budgeted By Work Task		
Task	**Professional Staff Hours**	**Fees/ Expenses**
Orientation	8	$1,560.00
Work Tasks		
PGGL Description/Historical Review	12	2,340.00
Golf Market Analysis	20	3,900.00
Comparative Course Performance Review	16	3,120.00
Operating Models	8	1,560.00
Economic Evaluation of Operating Models	16	3,120.00
Contingent Tasks, if any	16	3,120.00
Meetings/Workshops/Presentations	8	1,560.00
Report Preparation	16	3,120.00
Subtotal--Professional Time	120	$23,400.0
Out-of-Pocket Travel (2 trips)	---	$1,600.00
Total	120	$25,000.00

The proposed budget is based on a $195 hourly professional rate. Only hours and out-of-pocket expenses incurred would be billed. Note that the budget includes an allowance for contingent tasks requested by Council or staff.

GOLF COURSE LEASE

Pacific Grove Golf Links

Landlord: **City of Pacific Grove**

Tenant: **Pacific Grove Golf, LLC an affiliate of CourseCo, Inc**

Premises: **77 and 79 ASILOMAR AVENUE, LOCATED IN THE CITY OF PACIFIC GROVE, CALIFORNIA**

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GOLF COURSE

Landlord: **City of Pacific Grove**

Tenant: **Pacific Grove Golf, LLC an affiliate of CourseCo, Inc**

77 and 79 ASILOMAR AVENUE, LOCATED IN THE CITY OF PACIFIC GROVE, CALIFORNIA

THIS GOLF COURSE LEASE ("Lease") dated for reference purposes as of February 19, 2014 ("Effective Date"), is by and between the CITY of Pacific Grove, a Charter City of the State of California ("City" or "Landlord"), and Pacific Grove Golf, LLC, a California limited liability company ("Tenant").

RECITALS

A. City owns certain real property commonly known as the Pacific Grove Municipal Golf Course Links located in the City of Pacific Grove, County of Monterey, State of California, as more particularly described in **Exhibit A** attached hereto, which includes an operating 18-hole golf course, driving range, irrigation system, club house, restaurant, parking areas and related facilities.

B. Until April 1, 2014, the Golf Course was operated and managed by the City. The restaurant and food and beverage services are being operated by an independent third party under contract with the City.

C. City has determined that Tenant has the necessary experience, qualifications, and community values to manage, operate and maintain the Golf Course to the mutual advantage of Tenant and the City, and to enhance and maximize the public use thereof by providing a safe and attractive place to enjoy the game of Golf.

D. City and Tenant wish to enter into this lease as the most cost-effective and beneficial means for City to satisfy its desire to improve, operate and maintain Golf Course as a high-value recreational opportunity and economic development resource for the residents and visitors to the city.

E. Tenant desires to lease from City and City desires to lease to Tenant, the Premises described herein upon and subject to the terms and conditions set forth below in this Lease.

F. Tenant has managed, operated, and maintained the course since April 1, 2014 under a management agreement. The activities undertaken and the outcomes realized are integral to this lease arrangement. Thus, the financial terms for the first six months of this lease, when aggregated with the revenues accrued and the expenses incurred during the six months of the management agreement, constitute the first year of the financial projections and targets.

G. Therefore, for mutually acknowledged valuable consideration, the Parties hereby covenant and agree as follows:

ARTICLE 1
BASIC LEASE INFORMATION

The following is a summary of basic lease information applicable to the Lease. Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Article and any more specific provision of this Lease, the more specific provision shall control.

Landlord:	**City of Pacific Grove**
Tenant:	**Pacific Grove Golf, LLC, a California limited liability company**
Premises:	Land (as defined herein) located in Pacific Grove, owned by City, as more particularly described in **Exhibit A** attached hereto, together with the existing **Golf Course** and related **Improvements** thereon, as those terms are defined herein.
Effective Date:	September 17, 2014
Commencement Date:	October 1, 2014
Term:	The initial Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date unless extended or sooner terminated.
Expiration Date (initial Term):	September 30, 2024
Extension Options:	Two (2) contingent options to extend the Term for five (5) years each (10 years total) as provided in **Article 4.2**
Initial Base Rent:	$300,000.00 per year (The Base Rent shall be payable in monthly installments on or before the first day of each month as provided in **Article 5.1**)
Fixed Adjustments to Base Rent:	Base Rent adjusted commencing on the date as set forth in **Article 5.2** and annually thereafter in accordance with **Article 5.2**
Percentage Rent:	Percentage Rent shall be paid in addition to Base Rent calculated on Gross Golf Revenue as described in **Article 5.3**.
Permitted Use:	Operation of public golf course, driving range and related facilities.
Security Deposit:	**$25,000** (See Article 23)
Tenant's Capital Investment Sum:	**$100,000** (See Article 8.1)

Tenant's Contribution to Capital Improvement Fund:	**1% of Gross Revenues adjusted to 1.5% after 2nd year** (See Article 8.3)
City's Contribution to Capital Improvement Fund:	**1% of Gross Revenues adjusted to 1.5% after 2nd year** (See Article 8.3)
Notice Address of City:	City Manager City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950
Telephone:	(831) 648-3106
Facsimile:	(831) 657-9361
Notice Address of Tenant:	**Pacific Grove Golf, LLC** Post Office Box 5668 Petaluma, California 94953-1019 Fax: (707) 763-8355
With a copy to:	Mr. John C. Telischak Corte Madera Business Center 45 Koch Road, Suite A Corte Madera, California 94925-1250 Fax: (415) 945-9909
Primary Tenant Contact:	Tom Isaak
Telephone:	(707) 763-0335
Alternate Tenant Contact:	John Telischak
Telephone:	(415) 945-9982

List of Exhibits and Schedules:

Exhibit A Description of Premises
Exhibit B Maintenance Standards
Exhibit C Schedule of Personal Property

ARTICLE 2
DEFINITIONS

For purposes of this Lease, the following capitalized terms shall have the meanings ascribed to them in this Article:

"Additional Charges" means any and all real and personal property taxes, possessory interest taxes and other costs, impositions and expenditures described in Article 6 hereof or otherwise payable by Tenant under this Lease.

"Advance Deposits" means and includes any payments for reservations or other events which have been received by Landlord prior to the Commencement Date but not yet earned. Advance Deposits shall include, but are not limited to, outstanding gift certificates, annual passes, and other vouchers.

"Affiliate of Tenant" means any person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control with, Tenant. As used above, the words "control", "controlled" and "controls" mean the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or earnings of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

"Agents" means, when used with reference to either Party to this Lease, the officers, directors, employees, agents and contractors of such Party, and their respective heirs, legal representatives, successors and assigns.

"Alterations" means any alterations, installations or additions to any Improvements or to the Premises, but excluding maintenance and repair work.

"Assignment" has the meaning given in Article 15.1 hereof.

"Award" means all compensation, sums or value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

"Base Rent" means the annual Base Rent specified in the Basic Lease Information and described in Article 5.1 hereof.

"Basic Lease Information" means the information with respect to this Lease summarized in Article 1 hereof.

"Capital Improvement Fund" means the account described in Article 8.3 and all moneys deposited therein and interest accrued thereon.

"City" means the City of Pacific Grove, a charter city of the State of California.

"City Manager" means the City Manager of the City.

"Commencement Date" means the date described as such on the Basic Lease Information.

"CPI" means the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose area; base years 1982-1984 = 100 published by the U.S. Dept. of Labor or any comparable replacement or successor index.

"Date of Taking" means the earlier of (i) the date upon which title to the portion of the Premises taken passes to and vests in the condemner or (ii) the date on which Tenant is dispossessed pursuant to an order of possession issued in the subject eminent domain proceeding.

"Default Rate" means a rate of interest equal to eight percent (8%) per annum.

"Effective Date" means the date set forth as such in the Basic Lease Information.

"Encumber" means create any Encumbrance; "Encumbrance" means any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance.

"Encumbrancer" means a mortgagee, beneficiary of a deed of trust or other holder of an Encumbrance.

"Environmental Laws" means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises (including any permitted Improvements) and any other property, including, without limitation, soil, air and groundwater conditions.

"Event of Default" means any one of the events of default described in Article 16.1 hereof.

"Expiration Date" means the date which is 10 years from the Commencement Date unless and as extended in accordance with Article 4.2.

"Force Majeure" means circumstances that delay or prevent the performance of obligations hereunder due to acts of God, and/or other circumstances beyond the reasonable control of Tenant.

"Golf Course" means the 18-hole golf course, driving range, club house, pro shop, parking areas and related facilities currently existing and being operated on the Premises. Notwithstanding the foregoing or anything to the contrary in this Lease, the term "Golf Course" as used in this Lease shall specifically exclude, for all purposes, the restaurant, the interior of

the restaurant building (except for the portion of such building constituting the rest rooms and the cart barn which is located beneath the restaurant and which portion shall be deemed part of the Golf Course and the Premises), food and beverage facilities, and related equipment, improvements and appurtenances.

"Gross Golf Revenues" means the gross revenues derived from admission fees, entry fees, green fees, tournament fees, advance booking fees, membership and club dues and other fees and dues of any kind including nonrefundable deposits, driving range use fees and ball fees, rental fees for motorized golf carts. Gift certificates, or similar vouchers, shall not be included until such time as they shall have been converted into a sale by redemption.

"Gross Revenues" means Gross Golf Revenues, plus revenues from lessons, classes or other instructional fees (net of amounts paid to the golf professional staff),and from the selling price of merchandise, golf clubs and other golf equipment, golf supplies, goods and, clothing or delivered in or from the Premises by Tenant, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, provided however that, for purposes of inclusion in Gross Revenues, there shall be subtracted from such selling price of merchandise, goods, clothing and equipment, the cost of goods sold. Gross Revenues and Gross Golf Revenues in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer. Gross Revenues shall not include, or if included there shall be deducted (but only to the extent they have been included), the following: (a) the selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise; (b) merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant; (c) sums and credits received in the settlement of claims for loss of or damage to merchandise; (d) the price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise; (e) gift certificates, or similar vouchers, until such time as they shall have been converted into a sale by redemption; and (f) sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services.

"Gross Golf Revenue Baseline" means, for the period from April 1, 2014 through December 31, 2014, the seasonally adjusted sum of $1,938,750, and thereafter, the sum of $2,350,000 per calendar year increased on January 1st of each year during the Term beginning on January 1, 2015 in the same proportion as changes in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose area; base years 1982-1984 = 100 published by the U.S. Dept. of Labor, ("CPI") shall have occurred since January 1st of the preceding year and the adjusted amount shall be effective for the following twelve months. If the CPI is discontinued or revised during the Term such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. If no replacement index is promulgated the Landlord and Tenant shall mutually select another government index measuring changes in the cost of living

in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued, and the same shall thereafter be used in adjusting Base Rent hereunder.

"Hazardous Material" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Land, any Improvements to be constructed on; the Land by or on behalf of Tenant, or are naturally occurring substances on, in or about the Land; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

"Hazardous Material Claims" means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with any and all Losses made or threatened by any third party against City, its Agents, or the Premises or any Improvements, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Premises or any Improvements, the loss or restriction of the use or any amenity of the Premises or any Improvements, and attorneys' fees and consultants' fees and experts' fees and costs.

"Improvements" means any and all buildings, structures, fixtures and other improvements constructed, installed or placed on the Premises by or on behalf of Tenant pursuant to this Lease, including, without limitation, any signs, roads, trails, driveways, parking areas, curbs, walks, fences, walls, stairs, poles, plantings and landscaping. Notwithstanding the foregoing or anything to the contrary in this Lease, the term "Improvements" as used in this Lease shall specifically exclude, for all purposes, the restaurant, the restaurant building (except for the restrooms and for the portion of such restaurant building constituting the cart barn which is located beneath the restaurant and which portions shall be deemed Improvements as that terms is used herein[1]), food and beverage facilities, and related equipment, improvements and appurtenances.

[1] Responsibility for the cost of repair, maintenance and operation of the portions of the building containing the restaurant, cart barn and restrooms shall be reasonably and equitably allocated between Tenant on the one hand and the operator of the restaurant on the other. The operator of the restaurant shall be responsible for cleaning

"Indemnified Parties" means the Party being indemnified and such Party's officers, Agents, shareholders, partners, employees, and their respective Agents, heirs, legal representatives, successors and assigns.

"Indemnify" means indemnify, protect, defend and hold harmless forever.

"Institutional Lender" means any commercial, national or savings bank, savings and loan association, trust company, insurance company, real estate investment trust or pension or retirement fund or similar source of funds.

"Investigation" when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Premises, any Improvements or any portion thereof or which have been, are being, or threaten to be Released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any Improvements.

"Invitees" when used with respect to Tenant means the clients, customers, invitees, guests, members and licensees, assignees and subtenants of Tenant.

"Land" means the real property located in Pacific Grove, more particularly described in the attached **Exhibit A**. Notwithstanding the foregoing or anything to the contrary in this Lease, the term "Land" as used in this Lease shall specifically exclude, for all purposes, the restaurant, the restaurant building, food and beverage facilities, and related equipment, improvements and appurtenances.

"Landlord" means the City.

"Law" means any law, statute, ordinance, resolution, regulation, proclamation, order or decree of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties.

"Lease" means this Lease as it may be amended in accordance with its terms.

"Lease Year" is a calendar year, except that the first Lease Year of the Original Lease shall commence on the Commencement Date and the last Lease Year shall end on the date this Lease expires or terminates.

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and maintaining the restrooms, and shall be responsible for all repairs, maintenance and operational costs of the interior of the restaurant and related fixtures, improvements and equipment including related electrical and plumbing. Tenant shall be responsible for normal repair and maintenance of the exterior of the building and the landscaping and shall be responsible for any repair of the restrooms.

"Losses" means any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenditures, including, without limitation, reasonable attorneys' and consultants' fees and costs.

"Maintenance" means maintenance of the Premises including maintenance of the greens, tees, fairways, rough, cart paths and other turf areas comprising the Golf Course in accordance with the provisions of **Exhibit B**.

"Official Records" means the official records of Monterey County.

"Party" means City or Tenant; "Parties" means both City and Tenant.

"Percentage Rent" means additional rent payable by Tenant in the amounts calculated as a percentage of Gross Golf Revenue as more particularly described and provided in Article 5.3 hereof.

"Percentage Rent Period" means each calendar year or portion thereof following the Effective Date of the Lease (as set forth in the Basic Lease Information), whether or not consisting of twelve (12) months.

"Personal Property" means all of the furnishings, fixtures, equipment, tools, golf carts and other moveable personal property used to operate the Golf Course as described and referenced in Article 3.3.

"Premises" means the Land and the Improvements, together with any additions, replacements, modifications or other Alterations thereto permitted hereunder and together with and including, any and all riparian rights, water and water rights (subject to compliance by Tenant with any applicable requirements of law generally applicable to the use of such water rights), including, but not limited to (i) any and all surface water and surface water rights, including, without limitation, riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights; provided, however, subject to the right of Tenant's first priority for the use of the foregoing water rights in respect of the Premises, City may use such additional water as may be available at its sole cost and expense and without interference with Tenant's use of the Premises including the foregoing water rights. Notwithstanding the foregoing or anything to the contrary in this Lease, the term "Premises" as used in this Lease shall specifically exclude, for all purposes, the restaurant, the restaurant building (except for the portion of such building constituting the cart barn which is located beneath the restaurant and which portion shall be deemed part of the Premises), food and beverage facilities, and related equipment, improvements and appurtenances.

"Release" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,

leaching, dumping, or disposing into or inside any existing improvements or any Improvements constructed hereunder by or on behalf of Tenant, or in, on, under or about the Premises.

"Remediation" when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, under or about the Premises or which have been, are being, or threaten to be Released into the environment. Remediate includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

"Rent" means the Base Rent, as adjusted pursuant to the provisions of Article 5.2 hereof, together with Percentage Rent calculated pursuant to the provisions of Article 5.3 hereof, and any and all Additional Charges.

"Resale Inventory" means unsold current merchandise and items held for sale to customers of the pro shop.

"Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under Law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

"Tenant" means the Party identified as Tenant in the Basic Lease Information and the successors and assigns of Tenant's interests under this Lease, provided that the rights and obligations of Tenant's successors and assigns shall be limited to only those rights and obligations that this Lease permits to be transferred and that have been transferred in accordance with this Lease.

"Tenant's Capital Investment Sum" means the sum of $100,000, in cash or cash equivalent, which Tenant shall expend on capital acquisitions and improvements for the Premises as provided in Article 8.1.

"Term" means the term of this Lease (including the term of any validly exercised extension option) as determined under Article 4.1 hereof.

"Transfer" means any Assignment or Sublease.

"Transferee" means any recognized assignee of any part of Tenant's leasehold interest hereunder or any recognized subtenant of any portion of the Premises, pursuant to a Transfer that complies with Article 15 hereof.

ARTICLE 3
LEASE OF PREMISES AND PERSONAL PROPERTY

3.1 Lease. City hereby leases to Tenant and Tenant hereby leases from City, the Premises, the Improvements and the Personal Property, subject to all of the terms, covenants and conditions set forth in this Lease.

3.2 Condition of Premises.

(a) City Disclosure. City represents to Tenant that City has provided Tenant with all documents and information in the possession and control of the City concerning the physical condition of the Premises including the presence of any Hazardous Material. To the best knowledge of the City, no Hazardous Material is present on or has been released from the Premises in amounts or under circumstances which violate Environmental Laws and there are no Hazardous Material Claims pending or threatened in respect of the Premises.

(b) Premises As-Is. Except as expressly provided in subparagraph (a) above or elsewhere in this Lease, Tenant acknowledges and agrees that the Premises are being leased and accepted in their present condition, without representation or warranty of any kind, and subject to all applicable Laws governing the use, occupancy, management, operation and possession of the Premises.

3.3 Personal Property. All of the Personal Property specifically described and itemized on **Exhibit C** has been purchased by Tenant from Landlord for fair market value as determined by an independent third party appraiser as of the Commencement Date, such purchase price to be paid by Tenant to Landlord in 60 equal monthly installments, without interest. All other miscellaneous Personal Property (other than such property itemized on **Exhibit C**) on the Premises and Improvements as of the Commencement Date shall remain the property of Landlord, but is leased to Tenant pursuant to the terms of this Lease. All items purchased by Tenant shall at all times remain the property of Tenant and may be removed and retained by Tenant at the termination of this Lease. Tenant, at its sole cost and expense shall insure, repair and maintain all Personal Property during the term of this Lease. Tenant agrees to keep said Personal Property in safe and good condition and repair, and to obtain policies of casualty insurance for such Personal Property in an amount equal to their full insurable value. As to any personal property of which Landlord is the owner, during the term of this Lease, Tenant shall have the right to dispose of any of said Personal Property provided concurrently Tenant replaces same with additional Personal Property having the same or greater value and having substantially the same use. Any Personal Property acquired by Tenant in replacement of any of the specific Personal Property which is itemized on **Exhibit C** shall belong to Tenant during the term of this Lease and upon expiration or termination hereof. Upon the termination of the Lease only Personal Property consisting of hand tools, replacement parts, supplies, and miscellaneous small items, shall be surrendered to Landlord and shall thereupon, without further consideration, belong to Landlord (but subject to wear and tear and to any lease financing which may be applicable to any of the Personal Property). Any and all additional Personal Property acquired by Tenant during the Term for the exclusive use in connection with

the operation of the Premises, shall be owned by Tenant during the Term and shall, upon the expiration or termination of this Lease, not be surrendered to Landlord but shall belong to Tenant (but subject to any lease financing which may be applicable to any of the Personal Property).

3.4 Personal Property As-Is. Tenant acknowledges that (a) Landlord is not the manufacturer of the Personal Property or manufacturer's agent; (b) Tenant has accepted the Personal Property based solely on Tenant's inspection, and expressly disclaims any reliance upon any statements or representations made by Landlord, and (c) that the Personal Property is of a design, size, fitness and capacity acceptable to Tenant and that Tenant is satisfied that the same is suitable and fit for its use and purposes. Tenant is leasing the Personal Property "AS-IS" without warranty, express or implied, including but not limited to the fitness for any particular purpose, use, quality, design, condition, durability, suitability, merchantability or any other matter. Tenant specifically waives all right to make any claim against Landlord for breach of any warranty of any kind whatsoever. Tenant agrees that Landlord is not responsible to Tenant for any loss, damage, claim or expense of any kind or nature caused, directly or indirectly by the Personal Property, the use thereof, the failure of operation thereof, the repairs, services, or adjustments thereto or by any interruption of service or loss of business or damage whatsoever and howsoever caused, including, but not limited to, any personal injury related thereto or other third party claim, and also including any product liability claims. No defect or unfitness of the Personal Property shall relieve Tenant of the obligation to pay rent or of any of the other obligations under this lease.

3.5 Golf Carts. Tenant shall assume, pay or reimburse to Landlord, and will indemnify Landlord, for all lease payments and other amounts which become due under the existing golf cart lease after the Commencement Date and during the term of this Lease. Upon expiration of the existing golf cart lease, Tenant shall procure new or additional power-driven golf carts in sufficient numbers to reasonably meet the public demand. Upon expiration or termination of this Lease, Landlord will assume, pay or reimburse to Tenant and will indemnify Tenant, for all lease payments and other amounts which become due after such expiration or termination upon any then existing golf cart lease.

3.6 Advance Deposits. Landlord has delivered to Tenant a written accounting and description of all Advance Deposits. Tenant received a credit toward the purchase price of the Personal Property described on **Exhibit C**, in the full amount of any outstanding and unused Advance Deposits on the Commencement Date including the pro rata amount of outstanding annual passes. Landlord included true, correct, and complete copies of all written agreements and commitments pertaining to the Advance Deposits. Landlord represents and warrants to Tenant that Landlord's written account and description of Advance Deposits and copies of all agreements and commitments were complete, true, and correct. Tenant has agreed to honor all such Advance Deposits.

3.7 Resale Inventory. Prior to the Commencement Date, Landlord sold and delivered to Tenant all undamaged Resale Inventory together with invoices showing Landlord's acquisition

cost thereof, and Tenant shall pay to Landlord an amount equal to 80% of Landlord's actual cost for such Resale Inventory delivered to Tenant.

ARTICLE 4
TERM; OPTIONS TO EXTEND

4.1 Term of Lease. The initial Term of this Lease shall commence on the Commencement Date specified in the Basic Lease Information and shall end on the Expiration Date unless and as extended in accordance with Article 4.2 below.

4.2 Extension Options.

(a) Options; Exercise. Tenant shall have two (2) consecutive options to renew and extend the Term of this Lease, each for a period of five (5) years (each, a "Renewal Term") upon and subject to the following terms and conditions: Not later than 270 days before the last day of the then-expiring Term, Tenant shall give Landlord written notice exercising the option to extend the Lease, and within 90 days thereafter, Landlord shall notify Tenant in writing whether or not Landlord agrees to such extension. If Landlord does not agree to such extension, the Lease shall terminate at the end of its term without extension. Landlord shall not negotiate with any other prospective Tenant unless and until Landlord shall have notified Tenant following Tenant's notice of exercise, as provided herein, that Landlord does not agree to Tenant's extension

(b) Renewal Term. In the event Tenant elects and is entitled to exercise the first option to renew and extend the Lease Term, the period of the first Renewal Term shall be five (5) years. In the event Tenant elects and is entitled to exercise the second option to renew and extend the Lease Term, the period of the second Renewal Term shall be five (5) years. Each such renewal shall be an opportunity for either Party to identify potential improvements in the lease, designed to benefit any stakeholder, including either or both Parties, the golfing public, the environment, and the community as a whole, and to negotiate with the other Party to achieve mutual agreement, such agreement to be incorporated in a revised lease.

(c) Terms of Lease Renewal. In the event the Lease is renewed and extended as herein provided, all of the terms and conditions of this Lease shall remain in effect during the Renewal Term and shall continue to determine the rights and obligations of Landlord and Tenant.

ARTICLE 5
RENT

5.1 Base Rent. Subject to the terms and conditions set forth herein, Tenant shall, beginning on the Commencement Date, pay to City during the Term of this Lease, the annual Base Rent specified in the Basic Lease Information (the "Base Rent"). The Base Rent shall be payable on or before the first day of each month in the amount of $20,000.00 for the months of October, November, December, January, February and March and $30,000.00 for the months of April, May, June, July, August and September.

5.2 Adjustments to Base Rent. The Base Rent shall be adjusted as follows: on the 3rd anniversary of the Commencement Date and thereafter upon each subsequent anniversary of the Commencement date during the term of the Lease the annual Base Rent shall be increased by the sum of $5,000.00.

5.3 Percentage Rent. In addition to the Base Rent, Tenant, commencing at the end of the each calendar year following the Commencement Date, shall pay Percentage Rent subject to the following terms and conditions:

(a) Payment. Commencing for the Percentage Rent Period beginning on the Commencement Date and ending on December 31st thereafter, and for each Percentage Rent Period thereafter during the Term, Tenant shall pay Percentage Rent in addition to Base Rent to the extent that Percentage Rent is greater than zero. Percentage Rent shall be equal to 65% of the amount, if any, by which Gross Golf Revenues during the Percentage Rent Period exceeds the Gross Golf Revenues Baseline. Tenant shall not be required to accrue or pay Percentage Rent for any period prior to the Commencement Date of the Lease. Tenant shall compute and pay to City, the Percentage Rent for each Percentage Rent Period on or before the forty fifth (45th) day following the close of each Percentage Rent Period. Percentage Rent shall be in addition to the Base Rent that Tenant has paid during the Percentage Rent Period.

(b) Reports. Tenant shall furnish to City a statement of Gross Revenues and Gross Golf Revenues within twenty (20) days after the end of each calendar quarter and an annual statement of Gross Revenues and Gross Golf Revenues within forty-five (45) days after the end of each Lease Year. Such statements shall be in a form acceptable to City. Each statement shall be signed and certified to be correct by Tenant or, if Tenant is a corporation, by a duly authorized officer of Tenant. In addition, each annual statement shall be reviewed by an independent certified public accountant, at Tenant's expense, reasonably acceptable to City. Tenant shall keep at the Premises or at Tenant's business office in Petaluma, California, complete and accurate books of account, records, cash receipts and other pertinent data, in accordance with good accounting practices and in a form approved by City, showing its Gross Golf Revenues and Gross Revenues, including without limitation, accurate records of every sale and other transaction made from the Premises and any Improvements. Such books of account, records, cash receipts and other pertinent data shall be kept for a period of ten (10) years after the end of each Lease Year. The receipt by City of any statement, or any payment of Percentage Rent for any period, shall not bind City as to the correctness of the statement or payment.

(c) Inspection and Audit. City shall be entitled at any time and from time to time during the Term and within three (3) years after the Expiration Date or other termination of this Lease, to inspect, examine, copy and audit Tenant's books, records and, cash receipts as related to Gross Golf Revenues and Gross Revenues. The purpose of such examination is to enable City to ascertain, clearly and accurately, Tenant's Gross Golf Revenues and Gross Revenues and to verify that the form and method of Tenant's

record keeping provide adequate and proper control and check of all such revenues. Tenant shall cooperate fully with City and City's Agents in making the examination. City shall also be entitled at City's option, once during each Lease Year and once after the Expiration Date or other termination of this Lease, to cause an independent audit of such records to be performed by a certified public accountant designated by City. The audit shall be conducted during usual business hours at the Premises. If the audit shows that there is a deficiency in the payment of any Percentage Rent, then Tenant shall immediately upon notice pay the deficiency to City, together with interest thereon at the Default Rate, which interest shall accrue from the date on which such deficient amount would have been due until such deficiency is paid. City shall pay the costs of the audit unless the audit shows that Tenant understated Gross Golf Revenues or Gross Revenues by more than two percent (2%), in which case Tenant shall pay all City's costs of the audit. Tenant's understatement of Gross Golf Revenues or Gross Revenues for any Lease Year by more than five percent (5%) due to Tenant's gross negligence or willful misconduct shall constitute an Event of Default

5.4 Late Charge. If Tenant fails to pay any Rent within fifteen (15) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to five percent (5%) of the unpaid amount in each instance. The late payment charge has been agreed upon by City and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur as a result of any such failure by Tenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay and Tenant shall promptly pay such Late Charge to City together with the unpaid Rent.

5.5 Default Interest. If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the Default Rate. However, interest shall not be payable on late charges incurred by Tenant nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Tenant.

ARTICLE 6
TAXES, ASSESSMENTS AND OTHER EXPENDITURES

6.1 Taxes and Assessments, Licenses, Permit Fees and Liens.

(a) Possessory Interest Tax. Tenant recognizes and agrees that this Lease may create a possessory interest subject to property taxation and Tenant shall be obligated to pay possessory interest property taxes. Tenant's obligation to pay possessory interest property taxes shall be limited to those assessed on the Premises as described herein, and Tenant will not be obligated to pay such taxes on or relating to the restaurant, food and beverage facilities, or related equipment, improvements and appurtenances (the "F&B Possessory Interest"). Landlord will cooperate in attempting to have the F&B

Possessory Interest separately assessed. Unless and until Landlord and Tenant are unable to have the F&B Possessory Interest separately assessed, then Landlord will cause the operator/tenant of the restaurant and food and beverage possessory interest to reimburse Tenant for the share of the possessory interest property taxes allocable to the F&B Possessory Interest and Landlord agrees to indemnify Tenant for such possessory interest taxes on the F&B Possessory Interest. In addition, Tenant shall pay any and all Tenant's personal property taxes, assessments, licenses, and permit fees levied on personal property. Tenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency, subject to Tenant's right to contest the validity of such charge pursuant to subsection (b) below.

(b) No Liens. Tenant shall not allow or suffer a lien for any taxes payable by Tenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without promptly discharging the same. Tenant may have a reasonable opportunity to contest the validity and or amount of any such taxes. Tenant shall Indemnify City, the other Indemnified Parties, and the Premises from and against any Losses arising out of any proceeding or contest provided for hereunder.

6.2 Other Expenditures. Tenant shall be responsible for any and all other costs and expenditures for garbage pickup, utilities, cable television, internet services or other services for its use, occupancy, operation or enjoyment of the Premises or any Improvements permitted thereon. Notwithstanding the foregoing:

(a) During the first three (3) years of the term of this Lease, Tenant shall pay up to $600,000.00 per year for water supplied to the Premises up to 27,200,000 gallons per year. Landlord shall pay the cost of water supplied to the Premises up to 27,200,000 gallons per year to the extent such cost exceeds $600,000.00. Tenant shall be solely responsible for the cost of all water used in excess of 27,200,000 gallons per year regardless of the cost per gallon. Notwithstanding the foregoing, to encourage Tenant to use the most efficient water conservation and management practices, to the extent Tenant consumes less than 27.2 million gallons of irrigation water in any year, the monetary savings from this reduced water consumption (effective water rate for the year times the number of gallons used which are less than 27.2 million gallons) shall be split 50/50 between City and Tenant.

(b) After the third anniversary of the Commencement Date, Tenant shall pay up to $443,332.00 per year (which sum shall be increased by 2% upon each anniversary of the Commencement Date commencing on the fourth anniversary of the Commencement Date and yearly thereafter) for water supplied to the Premises up to 27,200,000 gallons per year. Landlord shall pay the cost of water supplied to the premises up to 27,200,000 gallons per year to the extent such cost exceeds $443,332.00 (as such sum is increased as provided above). Tenant shall be solely responsible for the cost of all water used in excess of 27,200,000 gallons per year regardless of the cost per

gallon. Notwithstanding the foregoing, to encourage Tenant to use the most efficient water conservation and management practices, to the extent Tenant consumes less than 27.2 million gallons of irrigation water in any year, the monetary savings from this reduced water consumption (effective water rate for the year times the number of gallons used which are less than 27.2 million gallons) shall be split 50/50 between City and Tenant.

6.3 Evidence of Payment of Taxes. Tenant shall, upon City's request, furnish to City within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to City, evidencing payment thereof.

ARTICLE 7
USE; COVENANTS TO PROTECT PREMISES AND CITY FACILITIES

7.1 Tenant's Permitted Use. Tenant may use the Premises and any Improvements allowed hereunder only for the use specified in the Basic Lease Information, as more fully described in this Article 7, and for no other purpose.

7.2 Covenants Regarding Use. As a material inducement to City to enter into this Lease, Tenant covenants with City as follows:

(a) No Unlawful Uses or Nuisances. Tenant shall not use or occupy any of the Premises or any Improvements, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy or hazardous use or any use in violation of the conditions of any certificate of occupancy, or zoning code. Tenant shall take all precautions to eliminate immediately any nuisances or hazards relating to its activities, or activities of third parties, on or about the Premises or any Improvements permitted hereunder.

(b) Covenant against Waste. Tenant shall not cause or permit any waste, damage or injury to the Premises.

(c) Covenant against Dumping; Waste Disposal. Tenant shall not cause, or permit, or suffer the dumping or other disposal on, under or about the Premises or any Improvements of landfill, refuse, Hazardous Material or other materials that are unsightly, illegal, or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) Golf Course Operation. Tenant shall operate the Golf Course and related facilities located on the Premises as a public golf course. Tenant shall operate the Golf Course and related facilities located on the Premises every day of the year at least from dawn to dusk, except in the event of emergency or inclement weather. Tenant shall at all times operate the Premises and conduct all operation on the Premises in a good and businesslike manner and at least comparable to the standards of comparable golf

courses. Tenant shall provide services customarily associated with the operation of a golf course and the related facilities located on the Premises, including, without limitation, the rental of golf-related equipment, provision of golf instruction, and sale of golf supplies, apparel and equipment, but specifically **excluding** food and beverage service. The quality and grade of service shall be equal to or greater than the quality and grade of service of the Comparable Courses as established from time-to-time pursuant to Article 7.2(h).

(e) Use by City for Non-Golf Events. Tenant shall make the Golf Course available for the use of the City, or as directed by City, for a non-cumulative maximum of 3 days per calendar year on the following conditions. For this purpose, a "day" shall mean a 24-hour period during which more than 50% of Golf Play is interrupted or displaced by reason of the City's use of the Golf course. (i) City shall notify Tenant in writing not less than 60 days in advance of such use and may not schedule such any use during, or in conflict with, any other special event or tournament previously scheduled by Tenant. (ii) Tenant shall receive a rent credit equal to one half (50%) of the daily average gross income for that month multiplied by the number of event days. (iii) City shall pay all direct costs relating to each such use, including, but not limited to clean up, trash removal and disposal, and security services. (iv) City shall pay for any and all repair and/or replacement of any damage caused during such use, including damage caused by invitees.

(f) Inventory and FF&E. Without limiting any other provision contained in this Lease, Tenant shall, at its sole expense (except for allowable use of the Capital Improvement Fund), acquire and maintain throughout the Term sufficient furniture, fixtures, equipment, and inventory as are required to operate the Golf Course and related facilities located on the Premises as contemplated by this Lease.

(g) Golf Carts. Tenant shall provide, through purchase or lease at its sole cost and expense, a sufficient number of golf carts to meet the public demand therefor at the Premises. Tenant shall provide all maintenance, repair and service required by such golf carts, and shall replace them as reasonably required or appropriate. Tenant shall charge reasonable market fees for golf cart use.

(h) Golf Course Fees and Prices. The Golf Course and related facilities shall be open to the public at rates established by Tenant. Such rates shall be determined based on the economics of the Premises and the competitive market, and may include a temporary surcharge, if needed. Tenant may vary the rates by season, by time of day, and by any other appropriate factor. Tenant may also develop stay and play packages with local hoteliers. City and Tenant will meet and confer if a problem arises with any aspect of the rate structure, as determined by either Party.

(i) Golf Use Reserved to City. During times when the Golf Course is open to the public and Tenant is not conducting any special tournament or event, Tenant shall, upon proof of identity and affiliation reasonably acceptable to Tenant, provide complimentary

no-charge golf rounds (limited to one 18-hole round per month per eligible person on a non-cumulative and non-transferable basis) to:

(1) active Coast Guard members; and

(2) current City employees or retired City employees whose names are on a written list provided from time to time by the City.

In addition, former Mayor Morris Fisher shall have the right to play the Golf Course pursuant to the Stipulation and Judgment between him and the City, dated January 18, 2008.

Users of complimentary golf rounds will be subject to all rules, policies, restrictions, regulations, and other limitations applicable to all users and may be denied use for failure to abide by such rules, policies, restrictions, regulation, and limitations.

ARTICLE 8
CAPITAL INVESTMENT; IMPROVEMENTS

8.1 Tenant's Capital Investment. Tenant shall contribute the sum of $100,000 to the Capital Improvement Fund to be established pursuant to Article 8.3 below. Tenant will perform an inspection of the Golf Course irrigation system within sixty (60) days of the Commencement Date to determine, in its reasonable judgment, whether any of the $100,000 initial contribution should be used to repair or upgrade the system. In addition, Tenant agrees to pay directly, the cost of completing the dune restoration project on the Golf Course as generally described in the 2012 Annual Dune Restoration and Monitoring Report dated November 19, 2012 prepared by Rana Creek Habitat Restoration, up to the maximum sum of $75,000. These sums shall be in addition to the periodic contributions made by Tenant and City as provided in Article 8.3 below. Except for Tenant's obligation to contribute to the Capital Improvement Fund and to contribute to the cost of completing the dune restoration project as described above, Tenant shall not be obligated to expend moneys for improvements, additions or upgrades to the Premises and all such improvements, additions and upgrades shall be funded solely from the Capital Improvement Fund.

8.2 Construction of Improvements. Except as otherwise expressly provided in this Lease, Tenant shall not construct or install any Improvements nor make or permit any Alterations in, to or about the Premises or any Improvements, without City's prior written consent in each instance, which City shall not unreasonably withhold or delay; provided, however, such requirement to obtain the City's prior written consent shall not apply to any work that costs $25,000 or less. Subject to City's consent as provided above, any permitted Improvements or Alterations shall be done at Tenant's sole expense (i) in strict accordance with plans and specifications approved in advance by City in writing, (ii) by Tenant or duly licensed contractors, (iii) in a good and professional manner, and (iv) in strict compliance with all Laws, including but not limited to, the City's Building Code. Tenant acknowledges that the City's role as landlord hereunder is separate and distinct from its role as the issuer of building permits, grading permits, etc., and that the terms and conditions of this Lease pertain to the review and

reasonable approval by City of plans for Improvements and construction in its capacity as landlord hereunder.

8.3 Capital Improvement Program.

(a) On the Commencement Date Tenant shall, on behalf of City, establish and maintain a separate, interest-bearing trust account (the "Capital Improvement Fund") for the funding of capital acquisitions and improvements to the Premises. Commencing on and after July 1, 2014, Tenant and City shall, each quarter, on or before the twentieth day following each date upon which Tenant furnishes to City the statement of Gross Revenues as required by Article 5.3(b), each separately deposit into the Capital Improvement Fund an amount equal to one percent (1%) of the Gross Revenues from the preceding calendar quarter (combined contribution will equal 2% of Gross Revenues). Commencing on April 1, 2016 and thereafter, the contributions of Tenant and City to the Capital Improvement Fund shall each increase to one and one-half percent (1.5%) of the Gross Revenues from the preceding calendar quarter (combined contribution will equal 3% of Gross Revenues).

(b) All such funds are to be held by Tenant in trust for the benefit of the City's interest in the Premises, including its reversionary interest in the Premises upon the expiration or earlier termination of this Lease. Interest earned on funds held in such account shall become part of the Capital Improvement Fund and all amounts remaining in the Capital Improvement Fund at the end of the Term or any earlier termination of this Lease shall be remitted to City. City and Tenant will develop written procedures for approval and release of funds from the Capital Improvement Fund, including the accounting and auditing procedures with respect thereto.

(c) Funds held in the Capital Improvement Fund shall be used exclusively for additional capital items or the repair and replacement of capital items which are needed to repair or replace, over time, capital items which are subject to wearing out after a useful life and which are included in, located on or used in connection with the Premises, and which if not replaced or repaired, could adversely affect the City's interest in the Premises, including Gross Revenues and its reversionary interest upon the expiration or earlier termination of this Lease, and for the reimbursement of funds advanced for such purposes by Tenant in accordance with Article 8.3(e) below. Funds held in the Capital Improvement Fund may be expended only in accordance with a Capital Improvement Plan approved by City in accordance with Article 8.3(c).

(d) Not later than the first June 30 following the creation of the Capital Improvement Fund and thereafter on April 1st of every second year of the Term thereafter, Tenant shall submit to City a biannual plan for the use of the Capital Improvement Fund moneys in the subsequent two Lease Years (each, a "Capital Improvement Plan"). Each Capital Improvement Plan shall include the description of each proposed expenditure of Capital Improvement Fund monies, the purpose for each expenditure, and the proposed timeframe for such expenditure. City shall review each

Capital Improvement Plan and shall not unreasonably withhold its consent thereto. The failure of City to respond within forty-five (45) days of delivery of any proposed Capital Improvement Plan shall be deemed to be the consent of City to such plan.

(e) Notwithstanding the provisions hereof, Tenant shall be entitled to be reimbursed (with interest at the prime rate) from the Capital Improvements Fund for any expenditure incurred by Tenant prior to the accumulation of funds for such expenditures in the Capital Improvement Fund if, and to the extent, such expenditures otherwise meet the requirements of Article 8.3(c) and would have been appropriate to be approved (including the approval of the City as provided in subparagraph (c) above) for inclusion in the Capital Improvement Plan if there had been sufficient funds in the Capital Improvement Fund at the time such expenditures were made.

8.4 Disruption of Play due to Capital Projects. Certain City projects, including but not limited to street improvements, undergrounding of utilities, and construction of the City's Local Water Project, may impact access to the Premises or portions of the Premises. The City will ensure that City staff and contractors coordinate with Tenant to minimize any negative impacts of these projects, to the extent reasonable.

ARTICLE 9
REPAIRS AND MAINTENANCE

9.1 Tenant's Responsibility for Maintenance and Repair. City shall not be obligated to perform any repairs, changes or alterations to the Premises or Improvements, nor shall City be liable for the cost thereof. Tenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises and any permitted Improvements or Alterations, from and after the Commencement Date; provided, however, this obligation shall not include the assumption of any liability or responsibility by Tenant for the presence of any Hazardous Materials or underground tanks or the failure of the Premises to comply with any Environmental Laws, in each case as of the Commencement Date. In addition, if any portion of the Premises or any of City's property located on or about the Premises is damaged by any of the activities conducted by Tenant or its Agents or Invitees hereunder, Tenant shall repair any and all such damage and restore the Premises or City's property to its previous condition.

9.2 Utilities; Roads. City shall be responsible for maintaining and repairing access roads and sewer and water facilities providing sewer and water service to the Premises, except for access roads that are located on the Land and sewer and water facilities that solely or primarily benefit the golf course.

9.3 Maintenance Standards. Tenant shall perform the Maintenance of the greens, tees, fairways, rough, cart paths and other turf areas comprising the Golf Course in accordance with the standards for Maintenance described on **Exhibit B**.

ARTICLE 10
LIENS

Tenant shall keep the Premises and all of City's property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant does not, within five (5) days following the recordation of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by Law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenditures it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Tenant upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by Law or that City deems proper for its protection and protection of the Premises and City's property, from mechanics' and materialmen's liens. Tenant shall give City at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises. Notwithstanding the foregoing, Tenant shall have the right, upon posting of an adequate bond or other security acceptable to the City Manager, to contest any such lien, and in such case City shall not seek to satisfy or discharge such lien unless Tenant has failed to do so within ten (10) days after final determination of the validity thereof. Tenant shall Indemnify City, the other Indemnified Parties and the Premises against any and all Losses arising out of any such contest.

ARTICLE 11
COMPLIANCE WITH LAWS

11.1 Compliance with Laws. Tenant shall promptly, at its sole expense, maintain the Premises and Tenant's use and operations thereon in compliance with all Laws, including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 et seq. and Title 24 of the California Code of Regulations, and all Environmental Laws with respect to Hazardous Materials first released on the Premises during the Term.

11.2 Regulatory Approvals. Tenant understands and agrees that Tenant's use and operation of the Premises and construction of the Improvements and Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Tenant shall be solely responsible for obtaining any and all such regulatory approvals and City shall use its best efforts to cooperate with Tenant and expedite the processing of such regulatory approvals.

ARTICLE 12
FINANCING; ENCUMBRANCES; SUBORDINATION

12.1 Encumbrance of Landlord's Fee Interest. The following provisions shall apply notwithstanding anything to the contrary contained in this Lease.

(a) Encumbrance by City. To the extent permitted by applicable Law, City may at any time sell or otherwise transfer or encumber its fee estate in any portion of the Premises provided that (i) any such sale or Encumbrance shall be subject and subordinate to all of the terms of this Lease and the leasehold estate created hereby, (ii) the right of possession of Tenant to the Premises shall not be affected or disturbed by any such sale or Encumbrance, or by the exercise of any rights or remedies by any purchaser or Encumbrancer arising out of any instrument reflecting such sale or Encumbrance.

(b) Encumbrance by Tenant. Tenant shall not under any circumstances whatsoever Encumber in any manner the Landlord's interest in the Premises, the City Facilities, City's estate in the Premises or any adjoining property, City's interest under this Lease, or any portion thereof.

ARTICLE 13
DAMAGE, DESTRUCTION OR ROAD CLOSURE

13.1 Insured Damage or Destruction to the Premises or Improvements. In the case of insured damage to or destruction of the Premises or Improvements by fire or any other casualty, Tenant shall, with reasonable promptness and diligence and as soon as reasonably possible, restore, repair, replace or rebuild the Premises as nearly as possible to the same condition, quality and class the Premises and Improvements were in immediately before such damage or destruction.

13.2 Uninsured or Underinsured Damage or Destruction. In the case of uninsured damage to or destruction of the Premises or Improvements by fire or any other casualty, or in the event available insurance proceeds are not sufficient to effect such repair, Tenant shall contribute the shortage in proceeds up to a maximum of $2,000,000. If the insurance proceeds together with Tenant's contribution as provided herein are not sufficient to effect such repair, Tenant may elect by written notice to Landlord within 10 days after such determination to: (i) contribute the shortage in proceeds necessary to make such restoration and repair, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. In either case, Tenant shall contribute any available insurance proceeds, along with the aforementioned maximum contribution, to the repair or reconstruction of the Premises. In the event Tenant elects to terminate this Lease under this provision, Landlord shall have the right within 30 days after receipt of the termination notice from Tenant to give written notice to Tenant of Landlord's commitment to pay for the repair of such damage without reimbursement from Tenant. In such event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs at Landlord's expense as soon as reasonably possible. If Landlord does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

13.3 Abatement in Rent. The Base Rent (but not Percentage Rent) payable hereunder during the period from the date of the casualty until completion of the restoration, repairs, replacement or rebuilding shall be abated and Tenant shall be entitled to abatement of Base

Rent in the event of, and for so long as, damage to or closure of Asilomar Avenue materially interferes with access to the Premises by Tenant's customers for two (2) or more consecutive days; provided, however, any such abatement in rent shall be limited to the extent to which Tenant does not receive proceeds from business interruption insurance in respect of the occurrence that would otherwise entitle Tenant to abatement of rent.

13.4 Waiver. The Parties understand and agree that the foregoing provisions of this Article are intended to govern fully the rights and obligations of the Parties in the event of any damage or destruction of the Premises or Improvements, and City and Tenant each hereby waives and releases any right to terminate this Lease in whole or in part under sections 1932 subdivision 2 and 1933 subdivision 4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

ARTICLE 14
EMINENT DOMAIN

14.1 General. If during the Term, any Taking of all or any part of the Premises or any interest in this Lease occurs, the rights and obligations of the Parties hereunder, and, to the extent applicable, Tenant's Encumbrancer, shall be determined pursuant to this Article. City and Tenant intend that the provisions hereof govern fully in the event of a Taking and accordingly, the Parties each hereby waives any right to terminate this Lease in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar Law now or hereafter in effect.

14.2 Total Taking; Automatic Termination. If a Total Taking of the Premises occurs, then this Lease shall terminate as of the Date of Taking. For purposes of this Article 14 a "Total Taking" shall occur when the whole of the Premises shall be permanently taken by exercise of the right of eminent domain or if so much of the area of the Golf Course is taken that it is not reasonably feasible to operate a golf course in the Premises, or at Tenant's election, where the fair market value of the Premises as golf courses as a consequence of the Taking is seventy-five percent (75%) or less after the Taking then before the Taking. In the event of a Total Taking, Tenant shall continue to pay Rent hereunder and observe all of the terms and conditions of this Lease until the Date of Taking, but not thereafter, provided that Tenant and City shall remain subject to those provisions of this Lease which expressly survive the termination of this Lease.

14.3 Partial Taking. In case of a condemnation of a portion of the Premises that is not a Total Taking (a "Partial Taking"), this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking, without any abatement or reduction of Rent (other than Base Rent, as set forth below) or any other sum payable hereunder, and, Tenant shall promptly repair, reconstruct and restore the Premises so as to render the same as nearly as possible a complete and satisfactory architectural unit of the same type and class immediately preceding such Partial Taking. In the event of a Partial Taking, Tenant and any Tenant's Encumbrancer shall be entitled to participate in such condemnation proceedings if, and to the extent, Tenant and/or Tenant's Encumbrancer is entitled to any award or compensation as provided herein.

Effective as of the date of any such Partial Taking, the Base Rent payable by Tenant during the remainder of the term of this Lease shall be reduced in proportion to the reduction in the fair market value of the Premises as a golf course as a consequence of such Partial Taking, provided however, that in no event shall the monthly Base Rent be reduced to less than seventy-five percent (75%) of the monthly Base Rent immediately prior to the Date of Taking. Any Base Rent becoming due and payable hereunder between the date of any such Partial Taking and the date of final determination of the amount of the Base Rent reduction, if any, to be made in respect thereof, shall, subject to correction upon such final determination, be temporarily adjusted so that Tenant shall pay, in the interim, as Base Rent, a sum of money equal to such portion of the then current Base Rent as shall be reasonably estimated by Landlord in accordance with the foregoing proportion formula; provided, however, that after such final determination Landlord, within fifteen (15) days after Tenant's request, shall pay to Tenant an amount equal to the amount by which any Base Rent theretofore paid by Tenant for such interim period shall exceed the amount of the Base Rent for such period as so finally determined; provided further, that in the event such final determination shall disclose that the Base Rent paid during such interim period was at a rate less than that finally determined, Tenant covenants and agrees to pay the deficiency as Rent within fifteen (15) days after Landlord's request therefor.

14.4 Collection and Distribution of Condemnation Awards. If this Lease shall terminate pursuant to the provisions of Article 14.2 or if there is a Partial Taking as described in Article 14.3, the total award in the condemnation proceedings for the taking shall be apportioned and paid, to the extent available, in the following order of priority:

(a) Tenant shall be entitled to its expenditures and charges, including, without limitation, reasonable attorneys' fees incurred in connection with the prosecution of its claims with the condemning authority;

(b) If the taking is a Partial Taking, from the remaining portion of the award Tenant shall be paid (1) the cost of restoring the affected portion of the Premises, provided Tenant actually so restores the Premises and (2) any additional amounts attributable to Tenant's use or occupancy of the Premises;

(c) From the remaining portion of the award, Landlord shall be entitled to an amount equal to the value, on the date of the taking, of its reversionary interest in the whole or the affected portion of the Premises taken;

(d) From the remaining portion of the award, Tenant's Encumbrancer shall be paid the amount of any indebtedness then owed by Tenant to Tenant's Encumbrancer up to the value of the Tenant Improvements or portion thereof taken and not restored, valued as of the date of the taking, less the value of the Landlord's reversionary interest in the Tenant Improvements;

(e) From the remaining portion of the award (i) Landlord shall be paid the value of its reversionary interest in improvements made by Tenant pursuant to Article 8

("Tenant Improvements") on the Premises or that portion thereof taken and not restored, such reversionary interest being determined on the basis of the unexpired Term and (ii) Tenant shall be entitled to an amount equal to the value, on the date of the taking, of its remaining interest in the leasehold of the Premises, such remaining interest being determined on the basis of the unexpired Term, provided, however, if there is not sufficient funds available to pay all of the amounts provided for in this subparagraph (e), Landlord and Tenant shall share the amounts pro rata based upon the amounts they would have been entitled to under clauses (i) and (ii) if sufficient funds were available.

Tenant shall also be entitled to apply for a separate award made with respect to a taking of its personal property and/or to compensate Tenant for Tenant's loss of good will and its removal or relocation costs, so long as such award does not otherwise reduce Landlord's award.

14.5 Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall promptly so notify Landlord, the Term shall not be reduced or affected in any way, Tenant shall continue to pay in full the Rent and other charges herein reserved, without reduction or abatement, and, except to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, shall continue to perform and observe all of the other covenants, conditions and agreements of this Lease to be performed or observed by Tenant as though such taking had not occurred; and Tenant shall be entitled to receive for itself any and all awards or payments attributable to Tenant's use or occupancy of the Premises during the Term; provided, however, that if possession of the whole or any such part of the Premises as shall have been taken for such temporary use shall revert to Tenant prior to the expiration or earlier termination of the Term, Tenant promptly shall, at Tenant's sole cost and expense, repair any damage to the Premises, or any part thereof; resulting from such taking and shall restore the Tenant Improvements as nearly as may be reasonably possible to the condition existing prior to the taking. The proceeds of any award or payment, up to the total rent owing by Tenant for the period of the Taking, shall be made available for such restoration and shall be paid to Tenant for such purposes. City shall be entitled to receive the balance of any award.

14.6 Award of Subtenants. Any provision in this Article 14 to the contrary notwithstanding, in the event any subtenant, licensee or concessionaire of Tenant or anyone hold under Tenant shall become entitled to any portion of the award or awards in any condemnation proceedings or by the exercise of any right to eminent domain as provided in this Lease, such award or the aggregate thereof, together with any additional sums to which any such Person, its legal representatives, successors or assigns shall become entitled in connection therewith, shall be deducted entirely from the share of Tenant in each and every instance, and Landlord's share not in any way or in any instance be affected or decreased thereby.

14.7 Participation in Eminent Domain Process. Landlord shall not prevent Tenant from participating in any eminent domain proceeding to the extent participation is provided for or otherwise available under applicable law and is consistent with the terms and conditions of this Article 14.

14.8 Eminent Domain Proceeds Initiated by City. The provisions of this Article 14 shall not apply to any eminent domain proceeding initiated in respect of Tenant's interest in the Premises of the City. Any such eminent domain proceedings initiated by the City shall be treated as a breach of the Lease by the City.

14.9 Reversion to United States of America. If, during the Term, the United States of America or any official agency thereof exercises any right of reversion or any right reserved in the "Quitclaim Deed" dated September 17, 1951 or the "Quitclaim Deed" dated August 23, 2006, each recorded in the official records of Monterey County, which exercise materially interferes with the ability of Tenant to efficiently and economically operate the Golf Course on the Premises or any portion thereof, Tenant shall have the right in its sole election to terminate this Lease upon not less than 60 days written notice to Landlord subject to the transition provisions set forth in Section 24.13 hereof.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

15.1 Assignment. Subject to Article 12.1 relating to Leasehold Encumbrances, Tenant may assign its interest in this Lease, sublet any portion of the Premises (each, and "Assignment"), only with Landlord's written consent, which shall not be unreasonably withheld. For purposes of this provision, the term "Assignment" shall include the transfer of any interest in the ownership of Tenant which results in a change of control of Tenant to any person other than, Tom Isaak or John Telischak or Michael Sharp. In the event of the death or disability of both Tom Isaak and John Telischak, and continued major ownership and active management by Michael Sharp, no assignment shall be deemed to occur if the Lease is thereupon assigned to CourseCo Inc. or a wholly owned subsidiary of CourseCo Inc. Tenant agrees that it shall not be unreasonable for Landlord to condition its approval, among other things, upon the proposed assignee or subtenant having a financial net worth, according to a current financial statement prepared by a certified public accountant, which is reasonably acceptable to Landlord, upon the proposed assignee having a reputation for, and qualifications and at least five (5) years' experience in, operating and maintaining golf course properties comparable to the Premises, and upon the proposed assignee having a first-class business reputation. Tenant shall promptly provide Landlord with any information reasonably requested by Landlord relating to the identity of any proposed assignee, the nature of such assignee's business and the proposed assignee's financial responsibility.

15.2 Notice of Proposed Transfer. If Tenant desires to enter into an assignment or a sublease, then it shall give not less than 30 days written notice (a "Notice of Proposed Transfer") to City of its intention to do so. The Notice of Proposed Transfer shall identify the Transferee and state the terms and conditions under which Tenant is willing to enter into such

proposed Assignment or Sublease, including a copy of the proposed assignment or sublease agreement. Tenant shall provide City with financial statements for the proposed Transferee and such additional information regarding the proposed Transfer as City may reasonably request. In connection with any assignment, to be effective, the assignee shall be obligated to assume all of the obligations of Tenant hereunder accruing from and after the effective date of such assignment.

ARTICLE 16
DEFAULT; REMEDIES

16.1 Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Tenant hereunder:

(a) Rent. Any failure to pay any Rent or other sums as and when due, provided Tenant shall have a period of three (3) business days from the date of written notice of such failure from City within which to cure any default in the payment of Rent or other sums.

(b) Covenants, Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Lease (including Tenant's obligation to make the deposits into the Capital Improvement Fund pursuant to Article 8.3 and perform the Maintenance pursuant to Article 9.3, provided Tenant shall have a period of thirty (30) days from the date of written notice of such failure from City (or if such matter was the subject of any court proceeding, then following final resolution of such proceeding) within which to cure such default under this Lease, or, if such default is not capable of cure within such 30-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such 30-day period and thereafter diligently prosecutes the same to completion and Tenant uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from City;

(c) Vacation or Abandonment. Any vacation or abandonment of the Premises for more than fourteen (14) consecutive days; and

(d) Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

16.2 Remedies. Upon the occurrence of an Event of Default by Tenant, City shall have the following rights and remedies in addition to all other rights and remedies available to City at Law or in equity:

(a) Terminate Lease and Recover Damages. The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. City's efforts to mitigate the damages caused by Tenant's breach of this Lease shall not waive City's rights to recover damages upon termination.

(b) Continue Lease and Enforce Rights. The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows City to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, for so long as City does not terminate Tenant's right to possession, if Tenant has the right to sublet or assign, subject only to reasonable limitations. For purposes hereof, none of the following shall constitute a termination of Tenant's right of possession: acts of maintenance or preservation; efforts to relet the Premises or the appointment of a receiver upon City's initiative to protect its interest under this Lease; or withholding consent to an Assignment or Sublease, or terminating an Assignment or Sublease, if the withholding or termination does not violate the rights of Tenant specified in subdivision (b) of California Civil Code Section 1951.4. If City exercises its remedy under California Civil Code Section 1951.4, City may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rent and upon such other terms as City in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, Tenant shall be immediately liable for payment to City of, in addition to Base Rent and Additional Charges due hereunder, the cost of such subletting and such alterations and repairs incurred by City and the amount, if any, by which the Base Rent and Additional Charges owing hereunder for the period of such subletting (to the extent such period does not exceed the Term) exceeds the amount to be paid as Base Rent and Additional Charges for the Premises for such period pursuant to such subletting. No action taken by City pursuant to this subsection shall be deemed a waiver of any default by Tenant and, notwithstanding any such subletting without termination, City may at any time thereafter elect to terminate this Lease for such previous default.

(c) Self Help. After final adjudication of Tenant's default in respect of any obligation hereunder, City may (but shall not be obligated to) perform the obligation that Tenant failed to perform in respect of such adjudication and charge Tenant for the reasonable cost and expenditures, including attorneys' fees, incurred by City in connection therewith.

ARTICLE 17
WAIVER OF CLAIMS; INDEMNIFICATION

17.1 Waiver of Claims. Tenant covenants and agrees that City shall not be responsible for or liable to Tenant for, and, to the fullest extent allowed by law, Tenant hereby waives all rights against City and releases City from, any and all losses, including, but not limited to incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises from any cause whatsoever except for (i) a breach of this Lease by City, (ii) the negligence or willful misconduct of City or its employees, Agents or contractors, or (iii) the presence of any Hazardous Materials or underground tanks or the failure of the Premises to comply with any Environmental Laws, in each case in respect of this clause (iii) as of the Commencement Date (collectively "Exceptions").

17.2 Tenant's Indemnity. Tenant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Tenant's performance of work hereunder or its failure to comply with any of its obligations contained herein, and including, without limitation, any and all claims for injuries or damages to persons and/or property incurred in connection with or arising directly or indirectly, whole or in part, out of (a) the use of the Premises; (b) a condition of the Premises arising after the Commencement Date; (c) any construction or other work undertaken by Tenant; (d) any acts, omissions or negligence of Tenant, its Agents or Invitees; (e) any accident, injury to or death of a person, including Agents and Invitees of Tenant, except for the Exceptions described in Article 17.1 above. Should conflict of interest principles preclude a single lawyer from representing both City and Tenant, or should City otherwise find Tenant's legal counsel unacceptable, then Tenant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Tenant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Lease.

ARTICLE 18
INSURANCE

18.1 Tenant's Insurance. Tenant shall procure and maintain throughout the Term of this Lease and pay the cost thereof, insurance in the following amounts and coverages:

(a) Property insurance, on an all-risk form, excluding earthquake and flood, for 100% of the full insurable value of the Premises and the permitted Improvements, with any deductible not to exceed $10,000 each occurrence. Such insurance shall be in Tenant's name and City shall be named as additionally insured, as their respective

interests may appear. With respect to the City's interests, such insurance shall include rental interruption coverage in an amount equal to twelve months Base Rent. "Full insurable value" shall mean the actual replacement cost of the Improvements and the existing improvements which are included in the Premises (excluding foundation and excavation costs but without deduction for physical depreciation).

(b) Boiler and Machinery insurance, comprehensive form, covering damage to pressure vessels, heating and air conditioning systems, electrical apparatus and similar property in an amount not less than One Million Dollars ($1,000,000) each occurrence, including Tenant and City as named insureds as their respective interests may appear, with any deductible not to exceed $10,000 each accident. Effective April 1, 2024, insurance coverage under this provision shall increase to an amount not less than Two Million Dollars ($2,000,000) each occurrence.

(c) Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars ($5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Broad form Property Damage, Independent Contractors, Liquor Liability, Personal Injury, Products and Completed Operations. Effective April 1, 2024, insurance coverage under this provision shall increase to an amount not less than Ten Million Dollars ($10,000,000) each occurrence.

(d) Comprehensive Builder's Risk insurance, on an all-risk form, excluding earthquake and flood, for 100% of the completed value of any Improvements, Alterations or other new construction, including materials in transit and storage off-site, in the event that such construction is beyond the scope of coverage in the property policy for remodeling or renovation. Such policy shall include as named insureds Tenant, City, any contractor in connection with such construction and subcontractors of all tiers, with any deductible not to exceed $10,000 each occurrence.

(e) Worker's compensation insurance with coverage in compliance with State statutory limits.

(f) Comprehensive or Business Automobile Liability Insurance Code 1 (any auto) with limits not less than Two Million Dollars ($2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

18.2 General Requirements. All insurance provided for under this Lease shall be affected under valid enforceable policies issued by insurers of recognized responsibility (with an A.M. Best Rating of A.VII or higher, or its equivalent) and reasonably approved by the City Manager.

(a) Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the Term of this Lease and, without lapse, for a period of three (3) years beyond the expiration or termination

of this Lease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.

(b) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claim investigation or legal defense costs are included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(c) All General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

(i) Name Tenant as the insured and the City, its officers, Agents and employees (and unpaid City volunteers), as Additional Insured, as their respective interests may appear hereunder.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act, or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(d) All policies shall be endorsed to provide thirty (30) days' advance written notice by certified mail to City of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for City set forth in the Basic Lease Information.

18.3 Proof of Insurance. Tenant shall deliver to City certificates of insurance and endorsements in form and with insurers satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies promptly upon City's request, and Tenant shall provide City with certificates and endorsements or policies thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, the City Manager may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to City within five (5) days after delivery to Tenant of bills therefor.

18.4 Review of Insurance Requirements. Tenant and City shall periodically review the limits and types of insurance carried pursuant to this Article. If the general commercial practice in the City is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant with respect to risks comparable to those associated with the Premises, then, at the City Manager's option, Tenant shall increase at its

sole cost the amounts or coverages carried by Tenant to conform to such general commercial practice.

18.5 No Limitation on Indemnities. Neither Tenant's compliance with the provisions of this Article, nor any approval by City of Tenant's insurance coverage, shall in any way relieve or decrease Tenant's indemnification obligations under Articles 17.2 above and 22.2 below, or any of Tenant's other obligations or liabilities under this Lease.

18.6 Lapse of Insurance. Notwithstanding anything to the contrary in this Lease, this Lease shall terminate immediately, at the City Manager's election, made in his or her sole and absolute discretion by delivery of written notice to Tenant, upon the lapse of any required insurance coverage, unless Tenant reinstates the required insurance coverage within thirty (30) days of such lapse and no event shall have occurred which gives rise to any Claim.

18.7 Tenant's Personal Property. Tenant shall be responsible, at its expense, for separately insuring its personal property.

18.8 City's Self Insurance. Tenant acknowledges that City self-insures against casualty, property damage and public liability risks and agrees City shall not be required to carry any third party insurance with respect to the Premises or otherwise.

18.9 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, City and Tenant each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Premises or other City property and their contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Premises, other City property or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises or other City property carried by Tenant does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Tenant shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against City or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

ARTICLE 19
ACCESS BY CITY

19.1 Access to Premises by City.

(a) General and Emergency Access. City reserves for itself and its designated Agents, the right to enter the Premises and any portion thereof at all reasonable times for any of the following purposes:

(i) To determine whether the Premises are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Article 16.1 hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises that City has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or public officials, or, during the last year of the Term of this Lease, exhibiting the Premises to prospective tenants, bidders, proposers, operators or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

(b) Minimize Disruption. City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Article in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

ARTICLE 20
ESTOPPEL CERTIFICATES

Either Party hereto shall, from time to time during the Term upon not less than twenty (20) days' prior written notice from the other Party, execute, acknowledge and deliver to the other Party, or such persons or entities designated by such other Party, a statement in writing certifying: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the dates, if any, to which the Rent has been paid, and (e) any other information that may be reasonably required by any such persons or entities. Any such certificate delivered pursuant to the provisions hereof may be relied upon by the other Party or any prospective purchaser or Encumbrancer of its estate. The City Manager shall be authorized to execute, acknowledge and deliver any such certificate on behalf of City.

ARTICLE 21
SURRENDER OF THE PREMISES

Upon the Expiration Date or any earlier termination of this Lease pursuant hereto, Tenant shall surrender to City the Premises, in as good condition as it was on the Commencement Date (subject to ordinary wear and tear), order and repair, free from debris

and hazards, and free and clear of all liens, easements and other Encumbrances created or suffered by, through or under Tenant. On or before the Expiration Date or any earlier termination hereof, Tenant shall, at its sole cost, remove any and all of Tenant's personal property from the Premises. In addition, Tenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Improvements or Alterations which are removed. In connection therewith, Tenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Tenant's obligations under this Article shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's personal property remaining on or about the Premises after the Expiration Date of this Lease may, at City's option, be deemed abandoned and in such case City may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

ARTICLE 22
HAZARDOUS MATERIALS

22.1 No Hazardous Materials. Tenant covenants and agrees that neither Tenant nor any of its Agents shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or any Improvements or transported to or from the Premises or any Improvements, provided that Tenant may store and use such substances in the Premises and any Improvements in such limited amounts as are customarily used for general office purposes (such as copy toner and supplies) or for maintenance, equipment and supplies for power golf carts, so long as such storage and use is at all times in full compliance with all applicable Environmental Laws and further provided Tenant may use and store quantifies of pesticides and herbicides customarily used in connection with the operation and maintenance of golf courses. Tenant shall immediately notify City if and when Tenant learns or has reason to believe there has been any Release of Hazardous Material in, on or about the Premises or any Improvements. City may from time to time request Tenant to provide adequate information for City to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable Environmental Laws, and Tenant shall promptly provide all such information. City and its Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

22.2 Tenant's Environmental Indemnity. If Tenant breaches any of its obligations contained in Article 22.1 above, and such breach results in any Release of Hazardous Material in, on, under or about the Premises, without limiting Tenant's general Indemnity contained in Article 17.2 above, Tenant, on behalf of itself and its successors and assigns, shall Indemnify City and the Indemnified Parties, and each of them, from and against all Hazardous Materials Claims arising during or after the Term of this Lease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the Investigation and

Remediation of Hazardous Material and with the restoration of the Premises or any other City property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other City property.

22.3 Landlord's Environmental Indemnity. Landlord agrees to indemnify and hold harmless Tenant from and against any and all and losses, liabilities and claims arising out of the presence, use, generation, storage, release, or disposal of Hazardous Materials occurring prior to the Commencement Date or by Landlord, its agents or contractors whether before or after the Commencement Date. In no event shall Tenant be liable or responsible for any Hazardous Materials existing at the Premises prior to the Commencement Date.

ARTICLE 23
SECURITY DEPOSIT

Upon execution of this Lease Tenant shall deposit with City the sum specified for the security deposit in the Basic Lease Information as security for the faithful performance of all terms, covenants and conditions of this Lease. Should City use any portion of the Security Deposit to cure any Event of Default by Tenant hereunder, Tenant shall immediately replenish the Security Deposit to the original amount, and Tenant's failure to do so within ten (10) days of City's notice shall constitute a material Event of Default under this Lease. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to any interest on such Security Deposit. The amount of the security deposit shall not be deemed to limit Tenant's liability for the performance of any of its obligations under this Lease. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant.

ARTICLE 24
GENERAL PROVISIONS

24.1 Notices; Reasonable Approvals.

(a) Except as otherwise expressly provided in this Lease, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant (i) at Tenant's address set forth in the Basic Lease Information, if sent prior to Tenant's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent subsequent to Tenant's vacating, abandoning or surrendering the Premises; or (b) City at City's address set forth in the Basic Lease Information; or (c) to such other address as either City or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Article at least ten (10) days prior to the effective

date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is made if sent by commercial overnight courier or upon the date personal delivery is made. For convenience of the Parties, copies of notices may also be given by telefacsimile to the telephone number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

(b) Wherever the approval or consent (or similar words or phrases) of either Party is required hereunder, such Party shall not unreasonably withhold or delay such approval or consent.

24.2 Amendments. Neither this Lease nor any term or provisions hereof may be changed, waived, discharged, terminated or amended, except by a written instrument signed by the Parties hereto.

24.3 Authority. If Tenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon City's request, Tenant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

24.4 Interpretation of Lease. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

24.5 Successors and Assigns. Subject to the provisions of Article 12 and Article 15 hereof relating to Leasehold Encumbrances and Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by City named herein (or by any

subsequent landlord) of its interest in the Premises as owner or lessee, including any transfer by operation of Law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

24.6 Brokers. Neither Party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except as identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the Party through which such broker contracted. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the Party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other Party from any and all Losses incurred by the indemnified Party in defending against the same. The provisions of this Article shall survive any termination of this Lease.

24.7 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the fullest extent permitted by Law.

24.8 Governing Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California. Venue for any action shall be in the County of Monterey.

24.9 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Lease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Lease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

24.10 Attorneys' Fees and Costs. If any action is commenced that arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenditures in the action, in addition to costs and expenditures otherwise allowed by law. In any matter arising out of or relating to the bankruptcy of Tenant, Tenant agrees to pay all of Landlord's costs and expenditures, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting Landlord's rights or interests.

24.11 Holding Over. Any holding over after the expiration of the Term with the express consent of the City Manager shall be construed to automatically extend the Term of this Lease on a month-to-month basis only, at a Base Rent equal to one hundred twenty-five percent (125%) of the latest Base Rent payable by Tenant hereunder prior to such expiration, together with an amount estimated by City for the monthly Additional Charges payable under this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable (except for those pertaining to the Term). Any holding over without City's consent shall constitute a default by Tenant and entitle City to exercise any or all of its remedies as provided herein, notwithstanding that City may elect to accept one or more payments of Rent, and whether or not such amounts are at the holdover rate specified above or the rate in effect at the end of the Term of the Lease. Nothing in this Article 24.11 shall preclude City from initiating an unlawful detainer action where appropriate.

24.12 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

24.13 Transition Procedures. Upon the expiration of the Term or earlier termination of this Lease, for whatever reason, Tenant and City shall do the following (and the provisions of this Article 24.13 shall survive the expiration or termination of this Lease until they have been fully performed) and, in general, shall cooperate in good faith to effect an orderly transition of the management of the Premises.

(a) Transfer of Licenses. Upon the expiration or earlier termination of the Lease, Tenant shall use its best efforts (i) to transfer to City or City's nominee all licenses, operating permits and other governmental authorizations and all contracts which City elects to assume, including contracts with governmental or quasi-governmental entities and management contracts, that may be necessary for the operation of the Premises and completion of any repairs, maintenance, Improvements or Alterations (collectively, "Licenses"), or (ii) if such transfer is prohibited by law or City otherwise elects, to cooperate with City or City's nominee in connection with the processing by City or City's nominee of any applications for all Licenses; provided, in either case, that the costs and expenditures of any such transfer or the processing of any such application shall be paid by City or City's nominee.

(b) Leases and Concessions. Tenant shall assign to City or City's nominee simultaneously with the termination of this Lease, and the assignee shall assume all leases, subleases, and concession agreements in effect with respect to the Premises then in Tenant's possession, which City or City's nominee elects to assume.

(c) Books and Records. All books and records for the Premises kept by Tenant shall be delivered promptly to City or City's nominee, simultaneously with the termination of this Lease, but such books and records shall thereafter be available to Tenant at all reasonable times for inspection, audit, examination, and transcription for a period of one year and Tenant may retain (on a confidential basis) copies or computer records thereof.

(d) Personal Property. Tenant shall negotiate in good faith with City or City's nominee for the sale of all or any portion of Tenant's personal property which City or City's nominee elects to purchase.

24.14 Survival of Indemnities. Termination of this Lease shall not affect the right of either Party to enforce any and all indemnities and representations and warranties given or made to the other Party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof. Tenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, Tenant has an immediate and independent obligation to defend City and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by City and continues at all times thereafter.

24.15 Relationship of Parties. City is not, and none of the provisions in this Lease shall be deemed to render City, a partner in Tenant's business, or joint venture or member in any joint enterprise with Tenant. Neither Party shall act as the agent of the other Party in any respect hereunder, and neither Party shall have any authority to commit or bind the other Party without such party's consent as provided herein. This Lease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Lease by City does not constitute authorization or approval by City of any activity conducted by Tenant on, in or relating to the Premises. Tenant, its employees, assignees, subcontractors, or agents shall at no time be deemed employees of City.

24.16 Transfer by City. If City sells or otherwise transfers the Premises, City shall be released from its obligations hereunder arising on or after the date of such sale or transfer and Tenant shall look solely to the successor-in-interest to City. Upon a sale of the Premises by City, Tenant shall attorn to the purchaser or transferee, such attornment to be effective and self-operative without the execution of any further instruments on the part of the Parties to this Lease. This Lease shall not be deemed to constitute any commitment by City, or create any priority or right in favor of Tenant, with regard to any future sale or other disposition of the Premises, or any portion thereof.

24.17 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other Agent of City shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of City under this Agreement.

24.18 Consents, Approvals, Elections and Options. Any consent or approval required by the City, or any election or option exercisable by the City, must be given or exercised by the City Manager of the City.

24.19 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24.20 Waiver. No waiver of any default by Tenant hereunder shall be implied from any acceptance by City of any rent or other payments due hereunder or any omission by City to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than as specified in said waiver. The consent or approval of City to any act by Tenant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent or approval to any subsequent similar acts by Tenant.

24.21 Voluntary Agreement; Authority to Execute. City and Tenant each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant data, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective Party.

City and Tenant have executed this Golf Course Lease in triplicate as of the date first written above.

TENANT:

By: _____ Its: President

By: _____ Its: _____

CITY:

By: _____ Its: City Manager

Per Ordinance No. 14-018, adopted by the City Council at its meeting of September 17, 2014.

APPROVED AS TO FORM:

By: _____ Its: City Attorney

Exhibit A
Description of Premises

Exhibit B
Maintenance Standards

Exhibit C
Schedule of Personal Property

	Year	Condition	Hours
Greens Mowers			
1. 7 Greensmaster 1000	1993-1997	Fair – Good	N/A
2. Toro 3150	2005	Fair	4,090
Collar/Tees/Approach Mowers			
1. Toro 3150 3wd	2007	Good	2,544
2. John Deere 2243	1998	Fair	3,605
Fairway Mowers			
1. John Deere 8700	2008	Good	3,302
2. John Deere 3235c	2006	Fair	2,834
Rough Mowers/ Green Banks			
1. Jacobson AR-5	2005	Fair	2,115
2. Toro GM 3500-D	2004	Good	2,909
3. Toro GM 3500	2002	Good	2,354
Utility Vehicles			
1. Toro Workman HD	1997	Fair	5,976
2. Toro Workman HD	1998	Fair	6,925
3. Toro Workman HD	1999	Fair	4,148
4. Toro Workman HD	2002	Good	3,867
5. Toro Workman HD	2003	Good	2,564
6. Toro Workman MD	2011	Excellent	353
Miscellaneous Equipment			
1. Cushman Truckster/GA 60	1999	Excellent	320
2. Cushman Corehavestor	1993	Fair	899
3. Buffalo Turbine Blower	2002	Good	N/A
4. Toro Greens Aerifier	2001	Good	N/A
5. Toro Greens Aerifier	2003	Good	N/A
6. John Deere 1800 Sprayer	1995	Fair	N/A
7. Hahn Top dresser	1991	Bad	N/A

AMENDMENT #1 GOLF COURSE LEASE
Pacific Grove Golf Links

Landlord: **City of Pacific Grove**

Tenant: **Pacific Grove Golf, LLC an affiliate of CourseCo, Inc**

Premises: **77 and 79 ASILOMAR AVENUE, LOCATED IN THE CITY OF PACIFIC GROVE, CALIFORNIA**

AMENDMENT #1 TO GOLF COURSE LEASE

Landlord: **City of Pacific Grove**

Tenant: **Pacific Grove Golf, LLC an affiliate of CourseCo, Inc**

77 and 79 ASILOMAR AVENUE, LOCATED IN THE CITY OF PACIFIC GROVE, CALIFORNIA

THIS GOLF COURSE LEASE AMENDMENT ("Amendment #1") shall amend, supersede, and restate that Golf Course Lease entered into between the Parties and dated February 19, 2014 by and between the CITY of Pacific Grove, a Charter City of the State of California ("City" or "Landlord"), and Pacific Grove Golf, LLC, a California limited liability company ("Tenant").

FACTS

There shall be no change to any Recital set forth in the Golf Course Lease.

Landlord and Tenant desire this Amendment #1 to amend, supersede, and restate the GOLF COURSE LEASE, and its exhibits and attachments, dated February 19, 2014 pertaining to the Premises known as Pacific Grove Golf Links or 77 and 79 Asilomar Avenue, located in the City of Pacific Grove, California. This Amendment #1 shall be incorporated into the Golf Course Lease and shall be a part thereof.

Tenant has exercised its first option to renew and extend the Term of the Lease for a period of five (5) years pursuant to Section 4.2(a) of the Golf Course Lease ("First Renewal Term"). Landlord agrees to such extension of this First Renewal Term upon the terms and conditions as set forth in Article 4 of the Golf Course Lease. The Parties agree that the current Expiration Date of the Golf Course Lease as extended by the First Renewal Term shall be September 30, 2029.

Except as modified by this Amendment #1, the Parties intend this Amendment to republish and restate the Golf Couse Lease. Where terms set forth in the Golf Course Lease may be inconsistent with terms of this Amendment #1, this Amendment #1 shall control.

ARTICLES 1-5

There shall be no changes to any provisions in Articles 1 – 5, inclusive, of the Golf Course Lease.

ARTICLE 6

Effective on and after October 1, 2016, Paragraph 6.2 (Other Expenditures) of the Golf Course Lease shall be deleted in its entirety, and in its place the following provision shall take effect:

6.2 **Other Expenditures.** Tenant shall be responsible for any and all other costs and expenditures for garbage pickup, utilities, cable television, internet services or other services for its use, occupancy, operation or enjoyment of the Premises or any Improvements permitted thereon. Notwithstanding the foregoing,

a) Tenant shall use the most efficient water conservation and management practices available.

b) Tenant shall pay actual costs billed by California American Water Company for potable water supplied to the Golf Course or properties located at 77 or 79 Asilomar Avenue.

c) For the first 27.2 million gallons supplied per water year (October 1 – September 30) upon the Golf Course, Tenant shall pay actual costs billed by California American Water Company, or the City of Pacific Grove, or any other purveyor for sub-potable irrigation water to the Golf Course or properties located at 77 or 79 Asilomar Avenue, up to a cap of $443,332 per year for such water. Effective each September 1st this cost cap shall be increased by 2%. To the extent billed costs for sub-potable irrigation water (up to 27.2 million gallons per water year) supplied to the Golf Course or properties at 77 or 79 Asilomar Avenue exceed the referenced cost cap, Landlord shall reimburse Tenant any excess water costs.

d) For water use exceeding 27.2 million gallons supplied per water year (October 1 – September 30), Tenant shall pay actual costs billed by California American Water Company, or the City of Pacific Grove, or any other purveyor for sub-potable irrigation water to properties located at 77 or 79 Asilomar Avenue, without any cost cap for such irrigation water. Landlord shall have no obligation to pay any cost for water use exceeding 27.2 million gallons per water year.

e) Should Tenant pay less than $375,000 per water year for water usage pursuant to paragraph c) above, Tenant shall pay to Landlord a "Minimum Annual Water Charge" set at $375,000 less the actual annual water charge paid by Tenant pursuant to paragraph c).

ARTICLES 7 - 24

There shall be no changes to any provisions in Articles 7 – 24, inclusive, of the Golf Course Lease.

Except as modified by this Amendment #1, all of the remaining terms and conditions of the Golf Course Lease shall remain in effect and continue to determine the rights and obligations of Landlord and Tenant.

City and Tenant execute this Golf Course Lease Amendment #1 in triplicate as of this day, December 6, 2016.

TENANT:

By: _____ Its: President and COO

By: _____ Its: _____ 12/5/16

CITY:

By: _____ Its: City Manager

APPROVED AS TO FORM:

By: _____ Its: 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: Daniel Gho, Public Works Director/Deputy City Manager

MEETING DATE: March 15, 2023

SUBJECT: Beautification and Natural Resources Commission Meeting Minutes: November 15, 2022, December 20, 2022, and January 17, 2023

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

RECOMMENDATION

Receive minutes.

Attachments

Nov 2022

Dec 2022

Jan 2023

MEETING MINUTES

CITY OF PACIFIC GROVE
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
REGULAR MEETING AGENDA
Tuesday, November 15, 2022, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

1. CALL TO ORDER
   Chair Wooten called the meeting to order at 4:00 p.m.

2. APPROVAL OF AGENDA
   Action: Upon motion by Commissioner McKenna and seconded by Commissioner Tibbs, Commissioners voted to approve the Agenda.
   Motion carried 4-0 by the following roll call vote:
   Ayes: Commissioners McKenna, Myers, Tibbs, and Chair Wooten
   Noes: None
   Absent: Commissioners Green and Vierneisel

3. COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)
   None

4. COUNCIL LIAISON ANNOUNCEMENTS
   None

5. GENERAL PUBLIC COMMENT
   Public comment was received from Lisa Ciani

6. APPROVAL OF THE MINUTES
   Action: Upon motion by Commissioner Myers and seconded by Commissioner McKenna, Commissioners voted to approve the Minutes of the September 2022 meeting
   Ayes: Commissioners McKenna, Myers, Tibbs, and Chair Wooten
   Noes: None
   Absent: Commissioners Green and Vierneisel

7. REGULAR AGENDA
   A. George Washington Park Management Plan was presented by Mr. Gho
   Assistant City Attorney Greg Rubens commented on CEQA review

Public Comment was received from Rebecca Lee, Paul Walkingstick, Jodine Fisher Colletto, Melissa Thomas, Thom Akeman, Jennifer Gorman, Lisa Ciani, Janet Cohen, Michelle Raine, Inge Lorentzen Daumer, Kim Akeman, Amanda Preece, Emily Haselbauer, Anne Downs, Anita Madison, and Carolyn Janikula,

Action: Upon motion by Commissioner McKenna and seconded by Commissioner Myers, Commissioners voted to reject the GWP plan as proposed and request Council instruct Public Works to develop a new plan considering input from community and BNRC, but not losing all content from this plan
Ayes: McKenna, Myers, Tibbs, Chair Wooten
Noes: None
Absent: Commissioners Green and Vierneisel

8. NEXT MEETING – December 20th, 2022 at 4 p.m.

9. ADJOURNMENT
Action: Upon motion by Commissioner McKenna, seconded by Commissioner Myers the meeting was adjourned at 5:37 p.m.
Ayes: Commissioners McKenna, Myers, Tibbs, Chair Wooten
Noes: None
Absent: Commissioners Green and Vierneisel

Respectfully Submitted,

Cathy Wooten
Chair, BNRC

MEETING MINUTES

CITY OF PACIFIC GROVE
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
REGULAR MEETING AGENDA
Tuesday, December 20, 2022, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

1. CALL TO ORDER
   Chair Wooten called the meeting to order at 4:00 p.m. Roll call was taken: Green, McKenna, Vierneisel, Tibbs, Myers, and Wooten present.

2. APPROVAL OF AGENDA
   Action: Upon motion by Commissioner Myers and seconded by Commissioner McKenna, Commissioners voted to approve agenda

   Motion carried 6-0

3. COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)
   Commissioner McKenna made general announcements.

4. COUNCIL LIAISON ANNOUNCEMENTS
   Council Member Coletti made general comments.

5. GENERAL PUBLIC COMMENT
   No public comment

6. APPROVAL OF THE MINUTES
   Action: Upon motion by Commissioner Mckenna and seconded by Commissioner Myers, Commissioners voted to approve the Minutes of the November 2022 meeting

   Motion carried 6-0

7. REGULAR AGENDA
   A. Tree Appeal 543 Spruce Avenue
      Presentation of appeal
      Public Comment was received from Rebecca Lee, Lisa Ciani, Inge Lorentzen Daumer

Action: Upon motion by Commissioner Myers, seconded by Commissioner Tibbs, Commissioners voted to approve the appeal
Ayes: McKenna, Myers, Tibbs, Chair Wooten
Noes: Green, Vierneisel

Motion carried 4-2

B. Chinese Pavilion Project
Project concept presented
Public Comment was received from Charles Cha, Gloria Dang Ibsen, Michael Ibsen, Randy Sabado, Richard Zhang, Carmelita Garcia, Inge Lorentzen Daumer, Lisa Ciani, Colleen Ingram

Action: Upon motion by Commissioner McKenna, seconded by Commissioner Myers, the Commissioner voted to move project forwarded for inclusion in CIP process.

Ayes: Chair Wooten, Myers, McKenna, Tibbs, Green, Vierneisel,
Noes: None

Motion carried 6-0

C. Update on Title 12 Revisions
Report presented
Public comment received from Rebecca Lee, Lisa Ciani, Inge Lorentzen Daumer
Action: Report received

8. NEXT MEETING – January 17th, 2023 at 4 p.m.

9. ADJOURNMENT
Action: Upon motion by Commissioner McKenna, seconded by Commissioner Myers the Commissioners adjourned the meeting at 5:30 p.m.

Motion carried 6-0

Respectfully Submitted,

Cathy Wooten
Chair, BNRC

MEETING MINUTES

CITY OF PACIFIC GROVE
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
REGULAR MEETING AGENDA
Tuesday, January 17, 2023, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

1. CALL TO ORDER
   Chair Wooten called the meeting to order at 4:00 p.m. Roll call was taken: Commissioners Green, Myers, Vierneisel and Wooten present. Commissioners Tibbs and McKenna arrived shortly after the meeting was called to order.

2. APPROVAL OF AGENDA
   Action: Upon motion by Commissioner Green and seconded by Commissioner Vierneisel, Commissioners voted to approve agenda

   Motion carried 4-0

3. COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)
   Chair Wooten made general announcements.

4. COUNCIL LIAISON ANNOUNCEMENTS

5. GENERAL PUBLIC COMMENT

6. APPROVAL OF THE MINUTES
   Action: Upon motion by Commissioner Myers and seconded by Commissioner Green, Commissioners voted to approve the Minutes of the November 2022 meeting

   Motion carried 5-0

7. REGULAR AGENDA

   A. Capital Improvement Program 2023/24
      Daniel Gho introduced the CIP Program

      Public Comment received from: Lisa Ciani, Inge Lorentzen Daumer

Commissioners discussed possible proposals

8. NEXT MEETING – February 21, 2023 at 4 p.m.

9. ADJOURNMENT
   Action: Upon motion by Commissioner Green, seconded by Commissioner McKenna the Commissioners adjourned the meeting at 5:00 p.m.

   Motion carried 6-0

Respectfully Submitted,

Cathy Wooten
Chair, BNRC

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Laurel O'Halloran, Associate Planner & Economic Development Coordinator

MEETING DATE: March 15, 2023

SUBJECT: Parklet Program: First reading of an Ordinance to amend Title 15 of the Pacific Grove Municipal Code to update the Streets and Sidewalk sections. Resolution of the City Council of the City of Pacific Grove finding the Parklet Program is categorically exempt project under CEQA guidelines and establishing Parklet Guidelines, and direction to staff regarding proposed Parklet Fees.

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

RECOMMENDATION

1. Introduce and hold first reading of an Ordinance to update Title 15 of the Pacific Grove Municipal Code;
2. Direct that publication of the Ordinance will be satisfied by publication of a summary approved by the City Attorney;
3. Adopt a Resolution of the City Council of the City of Pacific Grove finding the Parklet Program is categorically exempt project under CEQA guidelines and establishing parklet guidelines; and
4. Approve recommended Parklet fees.

DISCUSSION

The City's current Parklet Program sunsets on May 31, 2023. At its December 21, 2022 meeting, the City Council provided direction to staff to return at a March, 2023 City Council meeting with the following components:

1. Revised Parklet Guidelines that incorporates recommendations from the Planning Commission Subcommittee report, as well as elements from a draft City of Sausalito Parklet Manual;
2. Ordinance providing revisions to Title 15 of the Pacific Grove Municipal Code; and
3. Proposed Parklet fees.

Parklet Guidelines

The proposed Parklet Guidelines (hereafter "Guidelines", copy attached to this agenda report) provides a comprehensive program, with general guidelines, to be utilized to approve ministerial encroachment permits related to Parklets and Outdoor Dinning. The Guidelines also establishes design standards for new Parklets, allowing existing Parklets to remain, provided they continue to adhere to the Guidelines. The Guidelines also establishes a maintenance plan requirement that must be adhered to by the licensee. In addition, street signage, curb and subdrain, and sidewalk ADA access requirements are also included

within the Guidelines. Staff recommends adopting the Guidelines by City Council Resolution (also attached to this agenda report).

Ordinance to Update Title 15

Updating Title 15 of the Municipal Code (Streets and Sidewalks) expands the Encroachment Permit process to allow Parklets in the Public Right-of-Way. Title 15 currently only recognizes utilities. Parklets will be authorized through an annual temporary Encroachment Permit. The Encroachment Permit will be reviewed by staff, with a final decision made by the Director of Public Works. All reviews will be completed in accordance with the proposed Parklet Guidelines and associated design standards. Issuing an Encroachment Permit for a Parklet allows the Parklets to remain temporary and revocable if the Parklet Guidelines conditions are not met. The Parklet operator does not have tenure in their Parklet, and the permit does not run with the land. While staff was updating Title 15 to address the addition of Parklets, other changes providing general code clean up were inserted at the suggestion of the City Attorney's Office and the Public Works Department. These additional updates bring the code current with best practices (red-line version of the proposed Ordinance is attached to this agenda report).

Fees

The Community Development Department worked with the Administrative Services Department to propose Parklet fees. Annual Parklet land use fees are proposed to be based upon square footage, equivalent to the City's existing Public Parking Lot Parking Space Permit Fee, which is $386 per space (reference attached Master Fee Schedule, Police Dept., page 26, 3rd row from the bottom of the page). In addition to this land use based fee, it is also proposed that Parklets be subject to an annual Outdoor Dining Permit Fee of $438 (reference attached Master Fee Schedule, Community Development Dept., page 14, 8th row from the top), as well a temporary encroachment permit fee of $257 (reference attached Master Fee Schedule, Community Development Dept., page 18, 6th row from the bottom of the page). Under this proposed structure, a Parklet occupying two (2) parking spaces would have annual fees of approximately $1500. As these are existing City fees, no modification to the Master Fee Schedule is required.

OPTIONS

1. Study the proposed Parklet Program components further by convening a Special Meeting of the City Council for study session purposes. If a Special Meeting of the City Council for a Parklet study session is to be convened, the City's current Parklet Program would need to be extended beyond June 2023.
2. Take no action. Taking no action will cause the existing Parklet Program to sunset in June 2023. Parklets would no longer be allowed with this option.
3. Provide alternate direction.

FINANCIAL IMPACT:
There is no fiscal impact in providing City staff with direction from this report.

GOAL ALIGNMENT: Not Applicable.

Attachments

Encroachment Ordinance
Title 15 with revisions

Title 15 clean versions
Resolution CEQA and Parklet Guidelines
Parklet Guidelines
Master Fee Schedule

ORDINANCE NO. 23-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING TITLE 15 OF THE PACIFIC GROVE MUNICIPAL CODE REGARDING STREETS AND SIDEWALKS; ADDING CHAPTER 15.01 STREET ENCROACHMENTS, AMENDING CHAPTERS 15.08- HOUSE NUMBERS, REPEALING CHAPTER 15.12 CEMENT CONSTRUCTION, REPEALING SECTION 15.16.050-RETAINING WALL CONSTRUCTION, AMENDING SECTION 15.16.060 CURBS AND ADDRESS NUMBERS, AMENDING CHAPTER 15.20, DRIVEWAYS, AMENDING CHAPTER 15.24 EXCAVATIONS, AND DELETING CHAPTER 15.32- HOUSE MOVING

FACTS

1. The City of Pacific Grove (City) and other local agencies promulgated temporary rules to accommodate outdoor dining during the Covid-19 pandemic.
2. The City Manager, acting as the emergency services director pursuant to PGMC Section 3.20.070, implemented a "Parklet Program" that allows businesses to utilize parking spaces for dining and other purposes in a safe environment to encourage and promote sidewalk dining to help improve the local business economy, create a more urban pedestrian environment, and promote and protect public welfare in a healthy and safe manner.
3. On April 21, 2021, in order to clarify the scope and effect of the Parklet Program during the declared emergency created Temporary Outdoor Dining Rules.
4. Pacific Grove Municipal Code Title 15 concerns the City Streets and Sidewalks. Chapter 15.01 concerns encroachments in the City Rights of Way. The City approved use of park lets in the City rights of way downtown pursuant to an emergency order and later an ordinance, set to expire on May __, 2023.
5. Pacific Grove Municipal Code Section Chapter 15.01 is intended to update the City Encroachment Ordinance to allow for differing uses in the Rights of Way other than public and private utilities and provide authority of the City to ministerially approve such encroachments, where appropriate.
6. An amended Pacific Grove Municipal Code Title 15 would specifically allow parklets to temporarily use portions of the right of way where parking now exists, pursuant to a separate Parklet Program to be separately enacted by the City Council.
7. Enactment of this ordinance is subject to a categorical exemption under Section 15301(c) (Existing Facilities). The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the program are limited to the permitting, leasing, and minor alteration of existing public facilities, including existing streets, sidewalks, bicycle and pedestrian trails, which would not result in the creation of additional automobile lanes. The program would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of City right-of-way, as the uses included in the program would not vary from the current uses of commercial businesses, residential areas, or public access within the City's right-of-way. The proposed project consists of allowing minor site alterations to create temporary ancillary outdoor dining areas or curbside/storefront pick-up areas for existing retail businesses and restaurants. Moreover, encroachment permits issued annually would

remain temporary, not permanent uses and subject to initial and annual ministerial approval under a Parklet Program. The project would not have a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Monterey in accordance with CEQA Guidelines.

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

SECTION 1. Incorporation of Facts. The City Council hereby finds that the foregoing Facts are true and correct and incorporates those Facts here by this reference.

SECTION 2. Revision to Pacific Grove Municipal Code Title 15 is to be amended as and shall read as described in Exhibit A attached hereto and incorporated by this reference.

SECTION 3. Severability. 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 4. Effective Date. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 5th day of April, 2023, 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

Title 15

STREETS AND SIDEWALKS[1]

Chapters:

15.01 Street Encroachments

15.01.010 Definitions
15.01.020 Encroachment permit required
15.01.030 Exceptions to permit requirement.
15.01.040 Right of lawful use by City and others.
15.01.050 Permit applications.
15.01.006 Liability and insurance.
15.01.070 Fees.
15.01.080 Agreement concerning continuing encroachments.
15.01.090 Duration of permit.
15.01.100 Commencement and conclusion of work.
15.01.110 Display of permit.
15.01.120 Inspections—Records—Corrective action.
15.01.130 Changes in permit.
15.01.140 Driveway approach permit—Conditions.
15.01.150 Safety provisions.
15.01.160 Standards, supervision and inspection.
15.01.170 Repair and restoration.
15.01.180 Relocation of encroachment.
15.01.190 Street cut notification.
15.01.200 Public access to facilities.
15.01.210 Street closure—When permission granted.
15.01.220 Coordination of work with other entities.
15.01.230 Pavement.
15.01.240 Prohibitions.
15.01.250 Monuments.
15.01.260 Appeal of denial of permit.
15.01.270 Findings on appeal.
15.01.280 Emergency suspension of permit.
15.01.290 Hearing on emergency suspension of permit.
15.01.300 Suspension or revocation of permit.
15.01.310 Hearing on suspension or revocation of permit.
15.01.320 Civil penalties and attorneys' fees.
15.01.330 Administrative review.
15.01.340 Authority of Encroachment Officer and inspectors.
15.01.350 Penalties for violation.
15.01.360 Remedies cumulative.

15.08 House Numbers

15.12 Cement Construction Removed as no longer applies

15.16 Sidewalks

15.16.010 Definitions
15.16.020 Sidewalk width, curb lines established
15.16.030 Repair procedure
15.16.040 Sidewalk encroachment
15.16.050 Sidewalk seating and sidewalk dining

15.16.060 Curbs – Address numbers.

15.20 Driveways

15.20.010 Permit to construct, maintain-required
15.20.020 Construction to conform to plans and specifications
15.20.030 Size for single, double-number per site
15.20.040 Distance from crosswalk.
15.20.050 Apron not to extend into street
15.20.060 Alteration to conform-Procedure-Lien
15.20.070 Exemption
15.24 Excavations

15.24.010 Permit required – Resurfacing.

15.26 Telecommunications Facilities in Public Rights-of-Way

15.26.010 Authority.
15.26.020 Purpose.
15.26.030 Scope.
15.26.040 Definitions.
15.26.050 Administration.
15.26.060 General standards for wireless telecommunications facilities in the right-of-way.
15.26.070 Application submission requirements.
15.26.080 Termination of permit/breach.
15.26.090 Vertical infrastructure controlled by city.
15.26.100 Nondiscrimination.

15.28 Utility Poles

15.28.010 Regulation of placement on Lighthouse Avenue.

15.29 Undergrounding Utilities

15.29.010 Definitions.
15.29.020 Public hearing by council.
15.29.030 Designating districts by resolution.
15.29.040 Unlawful acts.
15.29.050 Exception for emergency or unusual circumstances.
15.29.060 Other exceptions.
15.29.070 Notice to property owners, utility companies.
15.29.080 Responsibility of utility companies.
15.29.090 Responsibility of property owners.
15.29.100 Responsibility of city.
15.29.110 Extension of time.
15.29.120 Enforcement.

15.30 Utility Encroachments in Public Rights-of-Way

15.30.010 Scope.
15.30.020 Administration.

15.40 Refuse and Storage Containers on City Streets

15.40.010 Definitions.
15.40.020 Permit required for storage container or refuse container on city street.
15.40.030 Permits for storage containers.
15.40.040 Permits for large refuse containers.
15.40.050 Permitted use with a valid building permit.

15.01 Street Encroachments

15.01.010 Definitions

(A) "City Engineer" means the City Engineer of the City of Pacific Grove, or his or her authorized representative.

(B) "Continuing encroachment" means an encroachment continuing for a period longer than one year.

(C) "Director of Public Works" means the Director of Public Works of the City of Pacific Grove, or his or her authorized representative.

(D) "Emergency street cut" means any street cut by a utility to repair a facility within the right-of-way to remediate an immediate hazard or danger to life, health or property, as determined at the sole discretion of the City Director of Public Works..

(E) "Encroach" or "encroachment" includes going upon, over or under a right-of-way, or using a right-of-way or an area adjacent to a right-of-way in such a manner as to prevent, obstruct or interfere with the intended use of that way, or a modification of its mode of use, including but not limited to:

(1) Excavation or disturbance;

(2) Erection, construction, placement, installation, repair, upgrade or maintenance of any physical improvement;

(3) Planting or maintaining any landscaping;

(4) Placement or maintenance of any waste material, except the placement of solid waste or recyclables in authorized receptacles for pick-up in accordance with Chapter 9-12.

(F) "Encroachment Officer" shall be those persons designated by the Director of Public Works to issue permits as provided herein or to enforce the provisions of this chapter.

(G) "Landscaping" means any tree, shrub, grass, groundcover, plant, solid landscape feature or growing thing.

(H) "Parklet" means the conversion of one or more parallel parking spaces or 3 – 4 angled spaces, that may vary according to the site, context, and desired character of the installation, and are subject to the review and approval of the City engineer under the Parklet Program adopted by the City Council.

(I) "Permittee" means any person that has been issued an encroachment permit pursuant to this chapter.

(J) "Physical improvement" means any post, sign, pole, fence, guard rail, wall, facility, pathway, sidewalk, driveway, track, surfacing, culvert, drainage facility, pipe, conduit, cable, embankment or excavation.

(K) "Public street" means the portion of the public right-of-way of any road, street, lane or alley used by or for the general public for travel purposes, including sidewalks and areas between sidewalks and the vehicular travelway, whether or not those roads, streets, lanes and alleys have been accepted as and declared to be part of the City system of public streets, except streets forming a part of the State highway system or County roads or expressways.

(L) "Right-of-way" means land which by written instrument, usage or process of law is reserved for or dedicated to the public use for street, utility or highway purposes, or other transportation purposes.

(M) "Street cut" means the action or result, of opening, tearing up, excavating, removing or constructing in any portion of any roadway, street or thoroughfare, sidewalk, driveway, curb or gutter, or any other facility existing within the public right-of-way area for any purpose whatever within the jurisdiction of the City.

(N) "Utility" means any entity constituting a public utility under State law authorized to use the public streets pursuant to City or State franchise.

(O) "Waste material" means any rubbish, brush, earth or other material of any nature which is unused, unwanted or discarded.

15.01.020 Encroachment permit required

(A) Except as otherwise provided in Section 15.01.040, it is unlawful for any person to encroach or to make or to cause to be made any encroachment without first having obtained an encroachment permit from the Director of Public Works or the Building Official or their designee.

(B) Encroachment permits shall be issued by the Director of Public Works or designee upon such conditions the Director deems necessary to protect the public interest, health, safety or welfare.

(C) All obligations, responsibilities and other requirements of the permittee as described in this chapter shall be binding on subsequent owners of the encroachment.

(D) Any encroachment for which a permit is required and for which no permit has been issued pursuant to this chapter shall be deemed a public nuisance under Chapter 1.16 of this code.

15.01.030 Exceptions to permit requirement.

No encroachment permit shall be required for any of the following:

(A) Marquees, awnings and other projecting structures and building appendages over the right-of-way, which comply with the requirements of the Uniform Building Code for use of public streets and projections over public property, and are part of a building or structure which has been granted a valid building permit in accordance with the applicable provisions of this code;

(B) Any sign erected, constructed and maintained in compliance with this code;

(C) The actions of any officer or employee of the City engaged in the discharge of official duties;

(D) The performance of work under contract to the City;

(E) The placement or maintenance of newsracks in compliance with this code or state or federal law;

(F) The making of an emergency street cut by a utility to repair a broken or defective pipe, facility or conduit lawfully on or under a public street, or excavating by a utility as may be necessary for the preservation of life and property when an urgent necessity therefor arises when the offices of the City are closed. Any utility making such street cut shall apply for an emergency encroachment permit on the next City business day. The issuance of such permit shall be at the sole discretion of the Director of Public Works or designee, based on a determination as to whether the work was necessary to for the preservation of life or property and in compliance with this code. In the event that the City Engineer determines issuance of an emergency permit is unwarranted, the person or persons who performed, or caused to be performed, any such work shall be in violation of this chapter.

15.01.040 Right of lawful use by City and others.

(A) The City reserves all rights to approve and construct municipal improvements under or over facilities or portions of facilities constructed pursuant to encroachment permits.

(B) Any permit granted under this chapter shall be subject to the right of the City, or any other person entitled thereto, to use that part of the right-of-way for any purpose for which it may be lawfully used, and no part of the right-of-way shall be unduly obstructed at any time.

15.01.050 Permit applications.

(A) An application for a permit required by this chapter shall be made on a form prescribed by the Director of Public Works or designee. The application shall be signed by the contractor, property owner or other entity performing the work and shall include the following:

(1) The name, address and telephone number of the applicant;

(2) The location, purpose, extent and nature of the proposed work;

(3) The period of time when the proposed work will be performed;

(4) A certificate of insurance for the applicant and contractor's insurance carrier in a form satisfactory to the City;

(5) All other complete and descriptive information, including plans, specifications and analyses the City Engineer may require describing the work and its effect on the right-of-way, including the mode of operation, maintenance and use;

(6) The written order or consent to work thereunder, where required by law, issued by the California Public Utilities Commission or any other public district, agency or body having jurisdiction;

(B) The application for a permit shall refer to, and incorporate by reference, all of the provisions of this chapter.

(C) A permit shall not be issued unless and until the order or consent required pursuant to subsection (A) is first obtained and filed with the Director of Public Works or designee. The permittee shall be knowledgeable and comply with all applicable federal, state and local laws, regulations and orders which may in any manner affect the permit. The permittee shall insure that its agents, employees and contractors are at all times in compliance with all applicable laws, regulations and orders.

15.01.060 Liability and insurance.

(A) The permittee shall be responsible for all liability imposed by law for personal injury or property damage proximately caused by: (1) work done by permittee under the permit, including work beyond the scope of the permit; (2) failure on permittee's part to perform obligations under the permit in respect to maintenance; or (3) the existence of any permitted encroachment. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold them, and each of them, harmless from such claim and liability insofar as permitted by law.

(B) Before a permit is issued, the applicant, or the contractor who is to perform the work, shall secure, at its expense, a policy of broad form commercial general liability insurance, on an "occurrence" basis issued by an insurer acceptable to the City. If the work to be performed involves any excavation, the policy shall include an endorsement that affords coverage for explosion, collapse and underground hazards. If the work to be performed involves vehicles or vehicular equipment, the insurance must cover any automobile for bodily injury and property damage. The policy shall by endorsement name the City and its officers, employees and agents as additional insureds and shall protect them from claims for personal injury, death or property damage suffered by third persons and arising out of the work performed pursuant to the permit or the manner of installation or construction. The insurance coverage afforded by this policy shall be primary. The policy shall include a cancellation clause requiring the issuing company or its authorized agent to provide a 30-day written notice of cancellation, suspension or modification, to the named certificate holder.

(C) The amount of liability insurance coverage shall be a minimum of $1,000,000 per occurrence and $2,000,000 aggregate or $1,000,000 aggregate if the policy separately applies to the permitted project.

(D) Workers' Compensation shall be maintained to meet minimum state requirements.

(E) A certificate or certificates of the insurance shall be filed with the Department of Public Works prior to commencement of any work. The insurance shall be in effect on the date that the work is commenced and shall be maintained in effect until the work has been completed and the work has been accepted by the Director of Public Works, pursuant to Section 13-04.110.

(F) The City Risk Manager may increase, decrease or waive the insurance limits set forth above in those cases in which he/she determines that special circumstances justify such an increase, decrease or waiver.

(G) An applicant seeking to do work himself or herself on the City street or in the public easement immediately adjacent to premises containing only one single-family dwelling or two authorized units, one of which is owned and occupied by the applicant, shall not be required to file with the City certificates evidencing general liability, property damage coverage, or workers' compensation insurance

15.01.070 Fees.

(A) All fees required to be paid under the provisions of this chapter shall be established by resolution of the City Council, and may be subject to adjustment based on the nature, scope and duration of the proposed encroachment.

(B) In addition to any fees required under this chapter, permittee shall be responsible for payment of any other fees that may be required under this code.

(C) Unless waived in writing by the City Council, fees will be required of any public agency which is authorized by law to establish or maintain any works or facilities in, under or over any public street or right-of-way.

15.01.080 Agreement concerning continuing encroachments.

The issuance of an encroachment permit for a continuing encroachment shall, at the discretion of the Director of Public Works or designee, be contingent upon the execution between the City and the permit applicant, of an agreement providing for the use, operation and maintenance of the encroachment. The agreement shall contain specific conditions for the use, operation and maintenance of the encroachment, insurance and appropriate indemnification clauses to the benefit of the City. Any encroachment permit issued in conjunction with an agreement shall be valid only so long as the permittee is in compliance with the terms and conditions of that agreement.

15.01.090 Duration of permit.

(A) Each permit shall specify its duration and shall become null and void after the date so specified, or any written extension thereof, unless the permit is terminated sooner by discontinuance of the use or removal of the encroachment for which the permit was issued. Any extension shall require a written request and may be subject to the payment of additional fees and, in the event of a requested extension beyond one year from the date of initial issuance, a written agreement pursuant to Section 13-04.090.

(B) A permit for a continuing encroachment shall be considered to be of the duration as specified in the agreement executed pursuant to Section 13-04.090, subject to the terms and provision therein.

15.01.100 Commencement and conclusion of work.

(A) The permittee shall begin the work or use authorized by a permit issued pursuant to this chapter within 90 days from date of issuance, unless a different time period is stated in the permit. If the work is not timely begun, then the permit shall become void, unless a timely extension of time to commence work has been granted by the Director of Public Works in writing. Before beginning any work which involves or includes excavation, construction of concrete sidewalks, curbs, gutters or driveway approaches, or making, placing or causing an obstruction in the traveled way, the permittee shall notify the City Engineer.

(B) The permittee shall complete the work or use authorized by a permit issued pursuant to this chapter within the time specified in the permit and shall notify the Director of Public Works upon completion. No work shall be deemed to be complete, nor shall the work be operated or placed into service, without written authorization, notification of completion, or acceptance by the Director of Public Works. If at any time the Director of Public Works determines that the prosecution or completion of the work or use authorized is delayed due to lack of diligence on the part of the permittee, the permit may be canceled and the right-of-way restored to its former condition. The permittee shall reimburse the City for all expenses incurred by the City in restoring the right-of-way.

(C) The Director of Public Works may extend any time period if commencement or completion of the work for which the permit was issued was delayed because of inclement weather, strikes, an act of God or other causes not within the control of the permittee.

15.01.110 Display of permit.

(A) A copy of any permit issued pursuant to this chapter shall be kept at the site of any construction work pertaining to the encroachment and shall be shown to any authorized representative of the City on demand.

(B) An agreement or permit issued for continued use or maintenance of an encroachment involving the residence or place of business of the permittee may be kept at the residence or place of business, or otherwise safeguarded during the term of validity, and shall be made available to an authorized representative of the City within a reasonable time after demand therefor is made.

15.01.120 Inspections—Records—Corrective action.

(A) The Director of Public Works or designee may require the permittee to perform special inspections of and maintain records for certain facilities constructed in the right-of-way. The City also reserves the right to conduct periodic inspections throughout the construction phases of the project and to have access to any pertinent records of the permittee.

(B) Final inspection of construction may be conducted by the Director of Public Works or designee. At the Director of Public Works discretion, permittee may be required to be present. Permittee shall allow reasonable time for the City to prepare and provide a list of items requiring corrective action. Permittee shall undertake timely correction of all such items.

(C) All persons owning underground facilities located in City shall keep current, adequate and complete maps and records of same. Such maps and records shall be made available to the City upon request.

15.01.130 Changes in permit.

(A) No changes may be made in the location, dimension, character or duration of the encroachment, its mode of operation, maintenance, or use as granted by the permit except upon written authorization of the Director of Public Works. All construction and use of materials must adhere to approved plans and specifications. The permittee shall coordinate all construction activities with the Director of Public Works.

(B) No additional permit shall be required for the continuing use of encroachments installed by public utilities, provided that such continuing use conform to the conditions of the original encroachment permit and any later modifications to that permit, and further provided that permittee shall comply with the requirements of Section 13-04.090, including entering into a written agreement with the City.

15.01.140 Driveway approach permit—Conditions.

All persons constructing new buildings shall apply for encroachment permits for both restoration of the curb to its original condition, where old driveways are abandoned, as well as for the installation of a new driveway approach prior to the final acceptance of the building by the building Official of the City, as required in this code.

15.01.150 Safety provisions.

(A) Permittee shall at all times obey and enforce all applicable safety orders, rules and recommendations of the state Division of Industrial Safety and shall comply with all applicable state and local laws, ordinances, codes and regulations.

(B) During construction, permittee shall immediately remedy all hazardous conditions or nuisances upon receipt of any notice from the City. The Director of Public Works may take any action necessary to remedy any hazardous condition or nuisance if there is insufficient time, under the circumstances, to first provide notice to permittee, or should permittee fail to take immediate and appropriate action upon receipt of notice from the City.

(C) Permittee shall provide, erect and maintain any lights, warning sign, signals, flares, patrols and other appropriate safeguards necessary to protect the public during the course of work or maintenance of an encroachment. Where the permit involves excavation, obstruction or similar work within the right-of-way, permittee shall place and maintain lights at 50 foot or lesser intervals, and at each end of the excavation or obstruction, from one-half hour before sunset to one-half hour after sunrise the following day for each day until the right-of-way has been made safe for use. Reflectorized warning signs conforming to the requirements of the Manual of Uniform Traffic Control Devices issued by the California Department of Transportation shall be placed at 200 and at 400 feet from each excavation or obstruction to provide adequate warning.

(D) Warning signs, lights and other safety devices shall conform to the requirements of the California Vehicle Code and the Manual of Uniform Traffic Control

Devices issued by the California Department of Transportation, or other recognized, applicable standards.

(E) The standards and requirements set forth in this chapter are intended to be the minimum required standards. The failure of the City to require any specific safety device or procedure shall not excuse permittee from complying with any other requirements or standards or to take reasonable, appropriate and prudent safety precautions indicated by the specific circumstances. At any time, the City may provide, erect, relocate or remove any safety device or measure as necessary or cancel the permit and restore the right-of way at the expense of the permittee.

15.01.160 Standards, supervision and inspection.

(A) All work done under a permit shall conform to the specifications and to the conditions of approval established by the City or, in the absence of established specifications, to recognized standards of design and construction and approved practices in connection with the work to be done. All work shall be done subject to the satisfaction and approval of the Director of Public Works.

(B) If the work, use or encroachment authorized in the permit issued pursuant to this chapter interferes with the established drainage, the permittee shall provide for proper drainage as directed by the Director of Public Works.

(C) Backfilling of an excavation shall be in accordance with the standard details and specifications of the City, or those other specifications required by the Director of Public Works for the particular project, both as to material and method. Backfill shall not be placed in any excavation without compaction of the material used therein, the degree and method thereof to be to the satisfaction of the Director of Public Works.

(D) All operation, maintenance and repairs to a continuing encroachment shall conform to the conditions of approval of the underlying encroachment permit, to the terms of any applicable agreement with City, and to established and recognized standards of construction, design, operation and maintenance for the particular type of encroachment.

15.01.170 Repair and restoration.

(A) Upon completion of the project for which the permit was issued, or when required by the Director of Public Works, the permittee shall replace, repair or restore the public right-of-way to its prior condition unless otherwise provided in the permit. The permittee shall remove all obstructions, impediments, material or rubbish caused or placed upon the right-of-way under the permit, and shall do any other work or perform any act necessary to restore the public street to a safe and usable condition.

(B) By the acceptance of the permit the permittee agrees to exercise reasonable care in inspecting and maintaining the area affected by the encroachment after completion of all work.

(C) The permittee shall immediately repair any injury, damage or nuisance, in any portion of the right-of-way, resulting from the work done under the permit. In the event that the permittee fails to act promptly or should the exigencies of the injury or damage require repairs or replacement to be made before the permittee can be notified by the Director of Public Works or can respond to notification, the City may at its option make

the necessary repairs or replacements or perform the necessary work and the permittee shall be charged with all the expenses incurred in the performance of the work.

15.01.180 Relocation of encroachment.

(A) If any future construction, reconstruction or maintenance work by the City on the right-of-way necessitates the relocation, removal or abandonment of an encroachment, the permittee shall relocate, remove or abandon the encroachment at the permittee's sole expense.

(B) When relocation is required, the Director of Public Works shall make written demand of the permittee that the encroachment be relocated within the right-of-way to a satisfactory location provided by the Director of Public Works, and shall designate a reasonable time for such relocation or removal. In determining what is a reasonable time under this section, the Director of Public Works shall take into consideration the nature of the encroachment, the urgency of the need for its removal, the cost of its removal, the difficulty of its removal, the value of the property to the owner, and other facts peculiar to the particular situation. If the permittee fails to comply with such instructions, the City may relocate or remove the encroachment at the expense of the permittee.

(C) The provisions of this section shall apply to all permittees, including public agencies and public utilities having authority to occupy public rights-of-way pursuant to a franchise or an express provision of state statute, unless in conflict with a franchise agreement with the City, or in conflict with a state statute applicable to a charter city.

15.01.190 Street cut notification.

When the encroachment involves a street cut, the permittee shall notify every public utility having facilities in the vicinity of the street cut regarding the issuance of the permit and its provisions. If a subsurface excavation is required, the permittee shall contact Underground Service Alert (USA) and have all utilities located and marked prior to commencement of any work. The permittee shall, upon uncovering any pipe or underground facility not previously located or anticipated, cease work immediately and notify the Director of Public Works. The permittee shall proceed with the work only after the proper utility has been notified and permission is granted by the Director of Public Works to proceed.

15.01.200 Public access to facilities.

(A) The permittee shall so plan the work as to cause the minimum of interference with traffic and inconvenience to the public and perform all street cut work in a neat and professional manner. Roadways and walks shall not be unnecessarily obstructed. At no time shall a public street be closed, or its function reduced or modified or the use thereof denied in whole or in part to the general public,
without the written permission of the Director of Public Works.

(B) The permittee shall provide free and unobstructed access to all mailboxes, fire hydrants, water gates, valves, manholes, drainage structures and other public service structures and property that may be required for emergency use. The permittee shall not remove such structures and property or relocate or manipulate them without proper coordination with the authorities responsible for their control and maintenance.

15.01.210 Street closure—When permission granted.

Upon written application, the Director of Public Works may grant written permission to permittee to close or cause to be closed, for limited periods, City streets, driveways or areas not under control of the State or the County if in the opinion of the Director of Public Works the public interest can best be served thereby.

15.04.220 Coordination of work with other entities**.**

The permittee shall coordinate all street cut work with other entities working in the area so that public convenience is least impaired and to the satisfaction of the Director of Public Works. The permittee shall at all times notify the Police and Fire Departments of any and all obstructions and closures within the public right-of-way which might impair or prevent passage of an emergency vehicle

15.01.230 Pavement.

(A) The permittee shall be required to construct pavement, whether temporary or permanent, in accordance with the standard specifications of the City, unless otherwise specified on the permit.

(B) All construction work performed pursuant to a street cut encroachment permit shall be performed by contractors who have current and valid licenses issued by the state of California Contractor's License Board, for the type of work being performed.

15.01.240 Prohibitions.

It is unlawful to do any of the following:

(A) Store materials used in connection with the work within five feet of a public street, or stockpile materials in the right-of-way, unless otherwise authorized by the City Engineer. Excess earth materials from trenching or other operations shall be removed from the pavement, travel way or shoulder as the trench is backfilled or other work carried forward unless otherwise approved by the City Engineer;

(B) Plant any landscaping across any existing walkway in a sidewalk area or roadway shoulder;

(C) Erect or maintain a fence or similar structure in a right-of-way without a permit, except as provided in this chapter;

(D) Erect or maintain a fence or similar structure across any existing walkway in a sidewalk area or roadway shoulder;

(E) Permit or maintain any encroachment of any nature which impedes, obstructs or denies pedestrian or other lawful travel within the limits of a public street, or which impairs adequate sight distance for safe pedestrian or vehicular traffic;

(F) Construct or maintain a freight loading platform upon or in the right-of-way.

15.01.250 Monuments.

No person shall remove or disturb, or cause to be removed or disturbed any monument of granite, concrete, brass, iron or other material set for the purpose of locating or preserving the lines and/or elevation of any public street or right-of-way, property subdivision or precise survey or reference point without first obtaining permission from the Director of Public Works. Permission shall be subject to and in conformance with the requirements set forth in specifications established by the City Engineer. Replacement of removed or disturbed monuments will be at the expense of the permittee

15.01.260 Appeal of denial of permit.

Any person aggrieved by the denial of a permit required by this chapter may appeal to the Director of Public Works, by submitting a written appeal within 15 days of the date the application was denied. The Director of Public Works shall thereafter give written notice to the applicant of a hearing to be held within 30 days of receipt of the appeal. The decision by the Director of Public Works on the appeal shall be final.

15.01.270 Findings on appeal**.**

The Director of Public Works shall grant the appeal and issue a permit, subject to any appropriate conditions, if all of the following findings are made:

(A) That the applicant will be substantially damaged by the refusal to grant the permit as requested;

(B) That no other reasonable method of obtaining the desired results is available except as proposed by applicant;

(C) That the granting of the permit will not be materially detrimental to the public interest, safety, health and welfare or injurious to other property;

(D) That the project for which the permit is sought will not adversely affect the safety, capacity, or integrity of the City's right-of-way;

(E) That the applicant has substantially complied with the provisions of any prior permits issued to the applicant, and has paid or posted all required fees or bonds, and maintained all required insurance coverage;

(F) That the environmental effects are not significant;

(G) That an additional maintenance cost to the City is not created by the encroachment;

(H) That the granting of the permit will not be materially detrimental to the rights, interests or revenues of the City

15.01.280 Emergency suspension of permit.

Whenever the Director of Public Works finds that a suspension of an encroachment permit is necessary to protect the public health or safety from imminent danger, the Director of Public Works may immediately suspend any such permit pending a subsequent hearing for remedial action or revocation. The Director of Public Works shall, within three working days of the emergency suspension of the permit, notify the permittee of such suspension by written notice, personally served upon the permittee, or mailed by first class mail, postage prepaid, to the last known address of the permittee. The permittee may, within 10 days after service of such a written notice of suspension, request a hearing before the Director of Public Works with regard to such emergency

suspension. The Director of Public Works shall schedule a hearing on the suspension within 10 days of receipt of a request for hearing.

15.01.290 Hearing on emergency suspension of permit.

(A) If the Director of Public Works, after the hearing, finds that cause exists for remedial action, the director shall impose one or more of the following:

(1) A warning;

(2) An order to correct any particular noncompliance;

(3) A revocation of the encroachment permit;

(4) A continued suspension of the encroachment permit;

(5) A modification or reinstatement of the encroachment permit, with conditions.

(B) The director shall, within 10 days of the hearing, render a written opinion, stating the findings upon which the decision is based, and the action taken. The decision of the director shall be final.

15.01.300 Suspension or revocation of permit.

Any permit issued pursuant to this chapter may be suspended or revoked upon recommendation of the Director of Public Works:

(A) The permittee has violated any provision of this chapter, or of any agreement entered into with the City related to the permit; or

(B) The permittee has failed to pay any required fees, or to post or maintain any bond or insurance required by this chapter; or

(C) The encroachment for which the permit was granted adversely affects the safety, capacity or integrity of the City's right-of-way; or

(D) The encroachment is causing the City to incur substantial additional maintenance costs; or

(E) Material misrepresentations were made in the application for the permit.

15.01.310 Hearing on suspension or revocation of permit.

The Director of Public Works shall give the permittee at least 10 days' written notice of a hearing before the Director of Public Works on the suspension or revocation of a permit issued pursuant to this chapter, setting forth the grounds for such action, except as set forth in Section 13-04.330. The hearing shall be held within 30 days after service of written notice of the hearing. The decision of the Director of Public Works shall be final

15.01.320 Civil penalties and attorneys' fees.

Any person who violates any provision of this chapter, or any provisions of any permit issued or agreement entered into pursuant to this chapter, shall be civilly liable to City in the sum not to exceed $1000.00 for each day in which such violation occurs. The City may petition the superior court to impose, assess and collect such sums pursuant to this chapter. The court, in any action brought by the City either for civil penalties, pursuant to this section, or for abatement of any encroachment which is a public nuisance, shall award to the City its reasonable costs and attorneys' fees in bringing such action

15.01.330 Administrative review.

In addition to any other remedies provided herein, violation of any provision of this chapter shall be subject to an administrative fine or penalty as provided under Chapter 1-30

15.01.340 Authority of Encroachment Officer and inspectors.

The Encroachment Officer and any inspectors acting on his/her behalf shall have authority to enforce any of the provisions set forth herein. In addition, for purposes of the Administrative Review of Ordinance Violations as provided in Chapter 1.16, the Encroachment Officer and any inspectors acting on his/her behalf shall be included within the definition of "Code Enforcement Officer" for purposes of issuing an administrative notice and order.

15.01.350 Penalties for violation.

Any person violating any provision of this chapter, or any permit issued pursuant to this chapter, shall be guilty of a misdemeanor and upon conviction shall be punishable as set forth in Chapter 1.16

15.01.36 Remedies cumulative.

The remedies provided for in this chapter shall be cumulative and not exclusive and shall be in addition to any and all other remedies available to the City.

15.08 House Numbers

15.08 House numbers required – Map – Assigning – Display.

(a) Every house and building in the city shall bear a street number in accordance with the city's house numbering map, on file in the office of the community development department.

(b) The street number of a new house or building shall be that assigned on the building permit for said house or building.

(c) Street numbers affixed to a location on a house or building less than 50 feet from the fronting roadway shall be a minimum of four inches in height. Street numbers so affixed 50 feet or more from the fronting roadway shall be a minimum of five inches in height. Houses and buildings located more than 100 feet from the fronting roadway shall be approved by the Building Official or designee as to the location and position of posted addresses. All numbers shall have a minimum width of one-half-inch stroke.

(d) The numbers shall have or be affixed upon a contrasting background and shall be clearly legible and visible from the roadway.

(e) Street number signs exceeding either (1) two per address, or (2) one square foot per premises in commercial and industrial areas or 124 square inches in residential areas, shall require review pursuant to Chapter 20.04 PGMC.

(f) In the case of new construction, renovation or remodel, street numbers shall be posted from the first day of such new construction, renovation or remodel.

(g) A violation of this section shall be an infraction, and may be prosecuted pursuant to Chapter 1.16 PGMC.

No longer applicable

15.16 Sidewalks

15.16.010 Definitions.

SHARE

Except as otherwise provided, the following words shall have the meanings ascribed to them in this section:

“Curb line” means the established line to which the edge of curb nearest the center of the street shall be constructed.

“Encroachment” means any unmovable object that impedes the free flow of pedestrian traffic, and includes but is not limited to such things as walls, fences, hedges, trees, shrubbery or ground cover. “Encroachment” also means gravel, rocks, bark, wood chips or other loosely placed material susceptible to scattering beyond the area of initial placement.

“Gutters” means the portion of roadway adjacent to the curbs.

“Retaining wall” means any structure placed for the purpose of retaining earth.

“Roadway” means the portion of street between the curb lines.

“Sidewalk” means the graded or paved portion of the sidewalk space, and also includes curbing, retaining walls or other works for the protection of the sidewalk space.

“Sidewalk space” means the portion of street between the property line and the nearest curb line.

15.16.020 Sidewalk width, curb lines established.

The establishment of curb lines and the width of sidewalk space on all public streets shall be fixed by the city. Installation and maintenance of sidewalks shall be in accordance with Council Policy 700-4, “Sidewalk Development.

15.16.030 Repair procedure.

Owners of property abutting sidewalks, or possessors of sidewalks, shall have the duty of maintaining the same and shall be subject to all of the liabilities and procedures prescribed by Chapter 22, Division 7, Part 3, commencing at Section 5600, of the Streets and Highways Code of the state of California. The Streets and Highways Code, Chapter 22, Maintenance of Sidewalks, provides that the owners of lots or portions of lots fronting any portion of the public street are responsible for maintaining sidewalks in a condition which will not interfere with the public convenience in their use. The city shall have all of the rights therein provided, including the right to lien and collection. No person except city employees, or persons under contract with the city, shall install or repair any curb, gutter, corner ramp, or sidewalk within or along any street in the city without having applied for and received an encroachment permit from the city. Utility encroachments shall also be subject to Chapter 15.30 PGMC. Application for any such permit will be made in writing on a form or forms supplied for that purpose by the city.

15.16.040 Sidewalk encroachment.

It is unlawful to construct, plant, or maintain any encroachment in a sidewalk space, except for city-sponsored amenities and activities, public utilities, mailboxes, bus shelters and benches, and except as permitted under PGMC 15.16.045.

15.16.050 Sidewalk seating and sidewalk dining.

The zoning administrator, after holding a duly noticed public hearing, shall have the authority to allow, deny, or condition placement of tables, chairs, benches, and other normally associated furniture to encroach on public sidewalks abutting eating establishments for sidewalk dining purposes within all commercial zoning districts, subject to the following restrictions and conditions:

(a) Tables, chairs, benches, umbrellas, waiter stands, barriers, tray stands, planters, trash receptacles, and other furniture normally associated with dining (collectively hereafter, for convenience, “furniture”) may be placed on the sidewalk but shall not be placed so as to obstruct the minimum unobstructed pedestrian travel width of the sidewalk defined as a minimum of five feet. All applicable Americans with Disabilities (ADA) requirement minimums shall be met. Sidewalk dining furniture placed on the sidewalk shall be of a consistent design and employ similar materials and colors as approved by the city to complement all other approved sidewalk furniture and fixtures, such as street lights and bicycle racks, throughout the city.

(b) Furniture shall not be attached, drilled into, adhered to, chained to, or otherwise affixed to the sidewalk, tree, pole, or other furniture, or to any permanent structure or building.

(c) Sidewalk dining furniture shall be placed immediately adjacent to and abutting the eating establishment and shall not be placed adjacent to the curb. Exceptions to this requirement may be made for self-serve seating (i.e., no table service).

(d) Eating establishments serving alcohol shall delineate and separate the sidewalk dining area with a painted line on the sidewalk surface delineating the allowable area for the sidewalk dining establishment as defined below in subsection (h) of this section approved by the zoning administrator. Eating establishments that do not serve alcohol are not permitted to delineate the sidewalk dining area with a barrier in order to keep the appearance of an open sidewalk.

(e) The line shall be painted a color and width specified by the zoning administrator.

(f) Eating establishments, and all others, are prohibited from making any modification to the public sidewalk. Minor patching of holes and cracks, and the elimination of trip and fall hazards, are to be referred to the public works department for modification.

(g) Use of sound amplification on the exterior of an eating establishment is prohibited.

(h) Sidewalk dining and associated furniture as listed in subsection (a) of this section is prohibited on any public sidewalk that is less than seven feet wide unless the storefront is set back from the back of sidewalk. Further, sidewalk dining and associated furniture shall not occupy more than 45 percent of the gross total width of any public sidewalk.

(i) The eating establishment placing the furniture shall provide proof of public liability insurance, naming the city as an additional insured, in the amount and form subject to approval of the city attorney.

(j) Businesses placing furniture shall be responsible for keeping the furniture and immediately surrounding area clean and presentable at all times, and to this end shall promptly clean and remove all litter, spillage, and other materials.

(k) Approved sidewalk dining permits allowing placement of furniture or associated furniture may be revoked by the zoning administrator at any time, for violation of any of these restrictions or conditions.

(l) Application for sidewalk dining and placement of furniture shall be made on a form provided by the community and economic development department. The zoning administrator may refer the application to any city department, commission or committee for a recommendation. The decision of the zoning administrator shall be subject to direct appeal to the planning commission in accord with PGMC 23.74.020(b) and 23.74.030.

(m) At least 10 days prior to the zoning administrator’s public hearing on the sidewalk dining permit, the property abutting the sidewalk location shall be posted with notice of the request for and pending decision on the permit. Two identical notices shall be

posted on public property within 200 feet of the property site in positions clearly visible to the public.

(n) Sidewalk dining permits are interruptible and terminable licenses for use granted by the city. No property interest shall be conveyed to the eating establishment or to any other person. The city shall have the right and power, acting through the zoning administrator, to revoke, prohibit, or limit operation and use of a sidewalk dining permit at any time by reason of anticipated, threatened, or actual problems or conflicts in the use for the sidewalk area. Such circumstances may arise from, but are not limited to, changing patterns of sidewalk use, scheduled festivals or similar events, parades or marches, repairs to the street or sidewalk, or for any other reason.

(o) Sidewalk dining furniture, equipment, and other amenities must be removed from the public sidewalk dining area for extended periods of eating establishment closure (two weeks or more). The city may require removal during special events, etc. The city shall have the right to unilaterally remove unapproved exterior furniture and/or equipment from the sidewalk dining space, and costs of removal shall be borne by the eating establishment.

(p) Sidewalk dining furniture, equipment, and other amenities shall be constructed of metal, unless an alternative material is approved in advance by the zoning administrator.

(q) Each eating establishment may use umbrellas provided each shall maintain the seven-foot minimum sidewalk clearance for the entire height of the umbrella. The base weight of the umbrella shall be of appropriate size and design to avoid tipping over in the wind. Freestanding gas heaters shall not be utilized where umbrellas are present, for fire safety. Umbrellas shall not bear commercial logos.

(r) Each sidewalk dining permit shall require payment of two fees: (1) the general encroachment permit fee (a one-time fee for placing furniture on the public sidewalk); and (2) an annual sidewalk dining license fee associated with continued use of the public sidewalk. The city council shall set both fees by resolution in its master fee schedule.

(s) Applications for each sidewalk dining permit must submit:

(1) Description. A brief written description to include the name and address of the eating establishment, a description of the proposed sidewalk dining space, the number of tables and seats, whether the eating establishments intends to serve alcohol, and whether water credits or water allocations are needed for the proposed permit.

(2) Site Plan. A plan, drawn to scale, showing the proposed sidewalk dining space including all tables, seats, associated furniture, and barrier lines; the plan shall

show all sidewalk clearance dimensions and elevations. Specifications shall be provided for any sidewalk heaters.

(3) Photos or Drawings. Color photos, renderings, and/or graphics shall show the setup, type of furniture, and materials to be used for all surfaces, including barrier lines or umbrellas.

(t) The zoning administrator is authorized to place or modify conditions under this section on sidewalk dining adjacent to eating establishments to promote public health and/or safety, or to address unique site factors that apply to a specific location.

(u) Sidewalk dining permits and/or encroachment permits issued under this section do not afford an exclusive right for use by the eating establishment or its patrons. The general public may make reasonable temporary use of the area and furniture at that location provided this public use does not interfere with the sidewalk dining use.

15.16.060 Curbs – Address numbers.

An owner of property may affix the property's address number to an abutting curb. (a) (b)

15.20 Driveways

15.20.010 Permit to construct, maintain – Required.

No person, firm or corporation shall construct or maintain, or cause to be constructed or maintained any driveway across any public sidewalk or curbing in the city of Pacific Grove without first obtaining a permit therefor from the city engineer.

15.20.020 Construction to conform to plans and specifications.

All construction of such driveways shall be done in a good and workmanlike manner and in conformity with the plans and specifications for such work on file in Community Development Department, and here referred to for further particulars.

15.20.030 Size for single, double – Number per site.

No driveway shall exceed 10 feet for a single driveway or 18 feet for a double driveway on streets 40 feet or more in width, and 12 feet for a single driveway or 20 feet for a double driveway on streets less than 40 feet in width.The driveway width and number may be modified by the Director of Public Works or designee..

15.20.040 Distance from crosswalk.

In the construction of driveways no curbing shall be disturbed within four feet of the regular street crosswalk.

15.20.050 Apron not to extend into street.

No driveway apron shall extend out into the street further than the face of the curb, and under no circumstances shall such driveway apron extend into the gutter area.

15.20.060 Alteration to conform – Procedure – Lien.

Any existing driveway violating any of the provisions of PGMC 15.20.020 through 15.20.060 inclusive shall be altered to conform to said sections whenever in the judgment of the council the public interest, convenience or safety requires such alteration; provided, however, that the owner, or owners, of the premises affected shall be afforded an opportunity for a hearing prior to any such alteration or alterations being ordered by the council and at least five days' notice of such hearing in writing, which shall be mailed to such owner, or owners, by the city clerk, postage prepaid, at the Post Office, Pacific Grove, California, addressed to such owner, or owners at their last known address, or in the event the same is unknown, to General Delivery, Pacific Grove, California, and a similar notice shall be posted on the property affected by the city engineer at least five days prior to such hearing. The failure of the clerk to mail such notice shall not, however, affect the jurisdiction of the council to order said work. Upon such hearing the council shall have jurisdiction to order the work done as noticed and the owner, or owners, shall have 10 days thereafter within which to commence said work and a reasonable time thereafter to complete the same. In the event that said work is not commenced by such owner, or owners, within said period of 10 days the city engineer shall cause the same to be done and upon the completion thereof, the cost bill for the same shall be filed by said city engineer in the office of the city clerk and a copy thereof mailed by said clerk, postage prepaid, to the last known address of said owner, or to General Delivery, Pacific Grove, California, and if the bill is not paid into the city treasury by said owner, or owners, within 10 days thereafter the same shall be and become a lien upon the real property affected or benefited by said improvement and shall be a charge against said property on the tax roll and shall be collected at the time and in the manner the general municipal taxes of the city are collected, and shall bear like penalties and carry like interest charges for delinquencies.

Not applicable15.20.070 Exemption.

The provisions of this chapter shall not apply to developments being considered by the community development department under application for use permit.

15.24 Excavations

15.24.010 Permit required – Resurfacing.

(a) Permit Required. Before any person, firm or corporation may cut any pavement or sidewalk or make any excavation in any public street for the purpose of installing or

repairing any sewer, water, gas, electric or other utility pipes, conduits, wires or other structure, he or she shall secure a written permit or authorization therefor from the proper city authority, in accordance with any regulations then in effect and pertaining thereto, and shall pay the required fees and deposits.

(b) Resurfacing. After any such cut is made in any pavement, sidewalk or street, the person or firm doing such work shall immediately upon completion of the work, refill, settle and resurface such cut, to the satisfaction of the city manager. If such work is not done satisfactorily the city may complete the same, and such person or firm will be liable to the city for all costs and expenses in completing such work.

15.26 Telecommunications Facilities in Public Rights-of-Way

15.26.010 Authority.

The city derives the authority for this chapter from the City Charter Articles 4 and 5, and Chapter 2.04 PGMC. This chapter, and any rules, regulations, specifications and agreements adopted pursuant to this chapter, complies with all applicable federal and state law.

15.26.020 Purpose.

This chapter establishes a process for managing, and uniform standards for acting upon, requests for the placement of wireless telecommunications facilities within the rights-of-way of the city of Pacific Grove consistent with the city's obligation to promote the public health, safety and welfare, to manage the public rights-of-way, and to ensure that the public is not incommoded by the use of the rights-of-way for the placement of wireless telecommunications facilities. The city recognizes the importance of wireless telecommunications facilities to provide high-quality communications service to the residents and businesses within the city, and the city also recognizes its obligation to comply with applicable federal and state law regarding the placement of wireless telecommunications facilities in its rights-of-way, and this chapter shall be interpreted consistent with those provisions.

15.26.030 Scope.

(a) In General. Unless exempted, every person who desires to place a wireless telecommunications facility in the rights-of-way or modify an existing wireless telecommunications facility must obtain a wireless placement permit authorizing the placement or modification.

(b) Exemptions. Except as to this section and PGMC 15.26.050, this chapter does not apply to:

(1) The placement or modification of wireless telecommunications facilities on supporting structures owned, or under the control of, the city, the use of which is subject to a contract for use of the facility between the city and the entity or entities that own or control the wireless telecommunications facility.

(2) The placement or modification of wireless facilities by the city or by any other agency of the state solely for public safety purposes.

(3) Modifications to an existing wireless telecommunications facility that makes no material change to the footprint of a facility or to the surface or subsurface of a public street if the activity does not disrupt or impede traffic in the traveled portion of a street, and if the work activity does not change the visual or audible characteristics of the wireless telecommunications facility. The city, by wireless regulation, may also exempt wireless telecommunications facilities that otherwise are subject to the provisions of this section from the obligation to obtain a permit to install or modify a wireless telecommunications facility where it is determined that because of the physical characteristics of the proposed facilities, and the work associated with them, such a permit is not required to protect the public health, welfare or safety, to maintain the character of a neighborhood or corridor, or to otherwise serve the purposes of this chapter.

(4) Installation of a “cell on wheels,” “cell on truck” or a similar structure for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event; provided, that installation does not involve excavation, movement or removal of existing facilities.

(5) Installation of a wireless facility on the strand between two utility poles; provided, that the cumulative volume of all wireless facilities on the strand shall not exceed one cubic foot; and provided further, that the installation does not require replacement of the strand, or excavation, modification or replacement of the utility poles.

(c) Other Applicable Requirements. In addition to the wireless telecommunications permit required herein, the placement of a wireless telecommunications facility in the public rights-of-way requires the persons who will own or control those facilities to obtain the franchises and permits required by applicable law, and to comply with applicable law.

(d) Public Use. Except as otherwise provided by California law, any use of the right-of-way authorized pursuant to this chapter will be subordinate to the city’s use and use by the public.

15.26.040 Definitions.

Terms used in this chapter shall have the following meanings:

“Applicant” means a person filing an application for placement or modification of a wireless telecommunications facility in the rights-of-way.

“Application” means a formal request, including all required and requested documentation and information submitted by an applicant to the city, for a wireless placement permit.

Base Station. The term “base station” shall have the same meaning as in 47 C.F.R. Section 1.40001, as may be amended.

“Certificate of completion” means a document that is required from and issued by the city confirming all work described in the application, as approved: (a) was properly permitted, including, without limitation, all required permits for building, electrical work, street or curb cutting, and excavation; (b) was done in compliance with and fulfillment of all conditions of all permits, including all stated deadlines; (c) was fully constructed or placed as approved and permitted; and (d) was finally inspected by the city, and was approved by the city after said final inspection.

“Rights-of-way” means any portion of any road or public way which the city has the responsibility to maintain or manage.

“Support structure” means any structure capable of supporting a base station.

“Tower” means any structure built for the sole or primary purpose of supporting any Federal Communications Commission (FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

“Underground areas” means those areas where there are no electrical facilities or facilities of the incumbent local exchange carrier in the right-of-way; or where the wires associated with the same are or are required to be located underground; or where the same are scheduled to be converted from overhead to underground. Electrical facilities are distribution facilities owned by an electric utility and do not include transmission facilities used or intended to be used to transmit electricity at nominal voltages more than 35,000 volts.

“Utility pole” means a structure in the rights-of-way designed to support electric, telephone and similar utility lines. A tower is not a utility pole.

“Wireless infrastructure provider” means a person that owns, controls, operates or manages a wireless telecommunications facility or portion thereof within the right-of-way.

"Wireless permit" means a permit issued pursuant to this chapter and authorizing the placement or modification of a wireless telecommunications facility of a design specified in the permit at a particular location within the rights-of-way; and the modification of any existing support structure to which the wireless telecommunications facility is proposed to be attached.

"Wireless regulations" means those regulations adopted pursuant to PGMC 15.26.050 and implementing the provisions of this chapter.

"Wireless service provider" means an entity that provides wireless services to end users.

"Wireless telecommunications facility" or "facility" means a facility at a fixed location consisting of a base station, any accessory equipment, and the tower, if any, associated with the base station.

15.26.050 Administration.

(a) City Manager. The city manager or designee is responsible for administering this chapter. As part of the administration of this chapter, the city manager or designee may:

(1) Adopt regulations governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless telecommunications facilities;

(2) Interpret the provisions of this chapter;

(3) As part of the foregoing, develop acceptable designs for wireless telecommunications facilities in particular corridors, taking into account the zoning districts bounding the rights-of-way;

(4) Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;

(5) Develop forms and procedures for submission of applications for placement or modification of wireless telecommunications facilities, and proposed changes to any support structure consistent with this chapter;

(6) Collect, as a condition of the completeness of any application, any fee established by resolution of the city council;

(7) Require, as part of and as a condition of completeness of any application, notice to members of the public that may be affected by the placement or

modification of the wireless telecommunications facility, and proposed changes to any support structure;

(8) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;

(9) Subject to appeal as provided herein, determine whether to grant, grant subject to conditions, or deny an application; and

(10) Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(b) Appeal.

(1) Any person adversely affected by the decision of the city manager may appeal the decision to the city council, which may decide the issues de novo, and whose written decision will be the final decision of the city. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless telecommunications facility.

(2) Where the city manager grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the city council. Otherwise, appeals that involve eligible facilities requests, as defined in 47 C.F.R. Section 1.40001, as may be amended, must be filed within five business days of the written decision of the city manager; all other appeals must be filed within 10 business days of the written decision of the city manager, unless the city manager extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

(3) Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law.

15.26.060 General standards for wireless telecommunications facilities in the rights-of-way.

(a) Generally. Wireless telecommunications facilities shall meet the minimum requirements set forth in this chapter and the wireless regulations, in addition to the requirements of any other applicable law.

(b) Regulations. The wireless regulations and decisions on applications for placement of wireless telecommunications facilities in the rights-of-way shall, at a minimum, ensure that the requirements of this section are satisfied, unless it is determined that applicant

has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this chapter and the wireless regulations manual may be waived, but only to the minimum extent required to avoid the prohibition.

(c) Standards. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety, avoids placement of aboveground facilities in underground areas, avoids installation of new support structures or equipment cabinets in the public rights-of-way and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located. City shall ensure that wireless telecommunications facilities are subject to periodic review to minimize the intrusion on the rights-of-way; that the city bears no risk, liability, or expense as a result of the installations; that the facilities do not inconvenience the public, or interfere with the primary uses of the public rights-of-way; and that the facilities do not hinder the ability of the city or other government agencies to improve, modify, relocate, abandon or vacate the public rights-of-way or any portion thereof, or damage or otherwise unduly interfere with other structures in the rights-of-way.

(d) Concealment. Permits for wireless telecommunications facilities shall incorporate specific concealment elements to minimize visual impacts, and design requirements ensuring compliance with all standards for noise emissions. Unless it is determined that another design is less intrusive, or placement is required under applicable law:

(1) Antennas located at the top of support structures shall be incorporated into the structure or placed within shrouds of a size such that the antenna appears to be part of the support structure.

(2) Antennas placed elsewhere on a support structure shall be integrated into the structure or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a utility pole shall be placed as high as possible on a support structure, placed to avoid interfering or creating any hazard to any other use of the public rights-of-way, and located on one side of the utility pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on utility poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the support structure on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the support structure, ensuring concealment of these components to the greatest extent possible.

(5) Ground-mounted equipment associated with a wireless telecommunications facility shall be permitted only where consistent with the portion of the corridor in which it is to be placed, and may be required to be underground, located in alleys or otherwise shielded. In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic.

(6) No permit shall be issued or effective unless it is shown that the wireless telecommunications facility will comply with FCC regulations governing radio frequency ("RF") emissions. Every wireless facility shall at all times comply with applicable FCC regulations governing RF emissions, and failure to comply shall be treated as a material violation of the terms of any permit or lease.

(7) No towers shall be permitted in the public rights-of-way, and no wireless telecommunications facilities shall be permitted above-ground in underground areas; provided, that the city may permit placements where all elements of the wireless telecommunications facility are concealed, and the facility does not appear to a casual observer to be a wireless telecommunications facility.

(8) No permit shall issue except to wireless service providers with immediate plans for use of the proposed wireless telecommunications facility, or wireless infrastructure providers with contracts with wireless service providers which require the service provider immediately to use the proposed wireless telecommunications facility.

15.26.070 Application submission requirements.

(a) Submission. Unless the wireless regulations otherwise provide, applicant shall submit a paper copy and an electronic copy of any application, amendments or supplements to an application, or responses to requests for information regarding an application to the city manager.

(b) Content. An application must contain:

(1) Any information required pursuant to the wireless regulations.

(2) The name of the applicant, its telephone number and contact information, and if the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider that will be using the wireless telecommunications facility.

(3) A complete description of the proposed wireless telecommunications facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the wireless telecommunications facility, and specifications for each element of the wireless telecommunications facility, clearly describing the site and all structures and facilities at the site before and after installation or modification;

and describing the distance to the nearest residential dwelling unit and any historical structure within 500 feet of the facility. Before and after 360-degree photo simulations must be provided. The electronic version of an application must be in a standard format that can be easily uploaded on a web page for review by the public.

(4) If the application is an eligible facilities request, within the meaning of 47 C.F.R. Section 1.40001, as may be amended, the application must contain information sufficient to show that the application qualifies as an eligible facilities request, which information must show that there is an existing wireless telecommunications facility that was approved by the city pursuant to this chapter. Before and after 360-degree photo simulations must be provided; which and detailed specification of the (1) An application for a permit shall be submitted in the format and manner specified by the wireless facilities regulations, as applicable. For permits for wireless telecommunications facilities, if no form or manner has been specified, applications must contain all information necessary to show that applicant is entitled to the permit requested.

(5) If applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the application must provide all information on which the applicant relies in support of that claim. Applicants are not permitted to supplement this showing if doing so would prevent city from complying with any deadline for action on an application.

(6) Proof that notice has been mailed to owners of all property within 300 feet of the proposed wireless telecommunications facility.

(7) Any required fees.

(c) Fees. For wireless telecommunications facilities, applicant must provide an initial deposit and agree as part of its application to pay all costs reasonably incurred by city in reviewing the application, including costs incurred in retaining outside consultants. Fees shall be reviewed periodically and raised or lowered based on costs the city expects to incur, with a review commencing by the first anniversary of the effective date of the ordinance codified in this chapter.

(d) Waivers. Requests for waivers from any requirement of this section shall be made in writing to the city manager or designee. The same may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the city will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the permit sought.

(e) Rejection for Incompleteness. For personal wireless facilities, as that term is defined under federal law, and eligible facilities requests, as that term is defined under federal law, applications will be processed, and notices of incompleteness provided, in

conformity with state, and local and federal law. If such an application is incomplete, it may be rejected by a written order specifying the material omitted from the application, or the city may notify the applicant of the material omitted and provide an opportunity to submit the missing material.

15.26.080 Termination of permit/breach.

(a) For Breach. A wireless telecommunications permit may be revoked for failure to comply with the conditions of the permit, franchise or applicable law. Upon revocation, the wireless telecommunications facility must be removed; provided, that removal of support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city. All costs incurred by the city in connection with the revocation and removal shall be paid by entities who own or control any part of the wireless telecommunications facility.

(b) For Installation without a Permit. A wireless telecommunications facility installed without a wireless permit (except for those exempted by this chapter) must be removed; provided, that a support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city. All costs incurred by the city in connection with the revocation and removal shall be paid by entities who own or control any part of the wireless telecommunications facility.

(c) Term. A wireless permit, other than a permit issued pursuant to an eligible facilities request, shall be valid for a period of 10 years. An eligible facilities permit shall expire at the same time the permit for the underlying existing wireless telecommunications facility expires. A person holding a wireless telecommunications permit must either remove the wireless telecommunications facility upon expiration (provided, that a support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city); or, at least 90 days prior to expiration, must submit an application to renew the permit, which application must demonstrate that the impact of the wireless telecommunications facility cannot be reduced. The wireless telecommunications facility must remain in place until it is acted upon by the city, and any appeals from the city's decision exhausted.

(d) Municipal Infraction. Any violation of this chapter may be enforced pursuant to Chapters 1.16 and 1.19 PGMC.

15.26.090 Vertical infrastructure controlled by city.

The city, as a matter of policy, will negotiate agreements for use of city owned or controlled light standards and traffic signals in the public rights-of-way. The placement of wireless telecommunications facilities on those structures shall be subject to the agreement. The agreement shall specify the compensation to the city for use of the

structures. The person seeking the agreement shall additionally reimburse the city for all costs the city incurs in connection with its review of, and action upon, the person's request for an agreement.

15.26.100 Nondiscrimination.

In establishing the rights, obligations and conditions set forth in this chapter, it is the intent of the city to treat each applicant or public right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, and with considerations that may be unique to the technologies, situation and legal status of each particular applicant or request for use of the public rights-of-way.

15.28 Utility Poles

15.28.010 Regulation of placement on Lighthouse Avenue.

There shall be no telephone, telegraph, electric light, or other light or power poles or posts in or upon Lighthouse Avenue from its intersection with the westerly line of Nineteenth Street to the easterly line of Fountain Avenue, but nothing herein shall apply to the street lighting system of the city for said street.

15.29 Undergrounding Utilities

15.29.010 Definitions.

Whenever in this chapter the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions:

"Commission" means the Public Utilities Commission of the state of California.

"Person" means and includes individuals, firms, corporations, partnerships, and their agents and employees.

"Poles, overhead wires and associated overhead structures" means poles, towers, supports, wires, conductors, guys, stubs, platforms, crossbeams, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments and appurtenances located aboveground within a district and used or useful in supplying electric, communication or similar or associated service.

"Underground utility district" or "district" means that area in the city within which poles, overhead wires, and associated overhead structures are prohibited as such area is described in a resolution adopted pursuant to the provisions of PGMC 15.29.030.

"Utility" includes all persons or entities supplying electric, communication or similar or associated service by means of electrical materials or devices.

15.29.020 Public hearing by council.

The council may, from time to time, call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the city and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service. The city clerk shall notify all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of such hearings at least 10 days prior to the date thereof. Each such hearing shall be open to the public and may be continued from time to time. At each such hearing all persons interested shall be given an opportunity to be heard. The decision of the council shall be final and conclusive.

15.29.030 Designating districts by resolution.

If, after any such public hearing, the council finds that the public necessity, health, safety or welfare requires such removal and such underground installation within a designated area, the council shall, by resolution, declare such designated area an underground utility district and order such removal and underground installation. The resolution shall include a description of the area comprising the district and shall fix the time within which the removal and underground installation shall be accomplished and within which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for removal and underground installation, having due regard for the availability of labor, materials and equipment necessary for removal and for the installation of such underground facilities as may be occasioned thereby.

15.29.040 Unlawful acts.

Whenever the council creates an underground utility district and orders the removal of poles, overhead wires and associated overhead structures therein as provided in PGMC 15.29.030 hereof, it is unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ or operate poles, overhead wires and associated overhead structures in the district after the date when the overhead facilities are required to be removed by resolution, except as the overhead facilities may be required to furnish service to an owner or occupant of property prior to the performance by such owner or occupant of the underground work necessary for such owner or occupant to continue to receive utility service as provided in PGMC 15.29.090 hereof, and for such reasonable time required to remove the facilities after the work has been performed, and except as otherwise provided in this chapter.

15.29.050 Exception for emergency or unusual circumstances.

Notwithstanding the provisions of this chapter, overhead facilities may be installed and maintained for a period, not to exceed 10 days, without authority of the council in order

to provide emergency service. The council may grant special permission, on such terms as the council may deem appropriate, in cases of unusual circumstances, without discrimination as to any person or utility, to erect, construct, install, maintain, use or operate poles, overhead wires and associated overhead structures.

15.29.060 Other exceptions.

This chapter and any resolution adopted pursuant to PGMC 15.29.030 hereof shall, unless otherwise provided in such resolution, not apply to the following types of facilities:

(a) Any municipal facilities or equipment installed under the supervision and to the satisfaction of the city engineer;

(b) Poles, or electroliers used exclusively for street lighting;

(c) Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited;

(d) Poles, overhead wires and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of 34,500 volts;

(e) Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building without crossing any public street;

(f) Antennas, associated equipment and supporting structures, used by a utility for furnishing communication services;

(g) Equipment appurtenant to underground facilities, such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts;

(h) Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects.

15.29.070 Notice to property owners, utility companies.

Within 10 days after the effective date of a resolution adopted pursuant to PGMC 15.29.030 hereof, the city clerk shall notify all affected utilities and all persons owning real property within the district created by the resolution of the adoption thereof. The city clerk shall further notify such affected property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all

necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission.

Notification by the city clerk shall be made by mailing a copy of the resolution adopted pursuant to PGMC 15.29.030, together with a copy of this chapter, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

15.29.080 Responsibility of utility companies.

If underground construction is necessary to provide utility service within a district created by any resolution adopted pursuant to PGMC 15.29.030 hereof, the supplying utility shall furnish that portion of the conduits, conductors and associated equipment required to be furnished by it under its applicable rules, regulations, and tariffs on file with the commission.

15.29.090 Responsibility of property owners.

(a) Every person owning, operating, leasing, occupying or renting a building or structure within a district shall construct and provide that portion of the service connection on his or her property between the facilities referred to in PGMC 15.29.080 and the termination facility on or within the building or structure being served, all in accordance with applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission. If the above is not accomplished by any person within the time provided for in the resolution enacted pursuant to PGMC 15.29.030 hereof, the city engineer shall give notice in writing to the person in possession of such premises, and a notice in writing to the owner thereof as shown on the last equalized assessment roll, to provide the required underground facilities within 10 days after receipt of such notice.

(b) The notice to provide the required underground facilities may be given either by personal service or by mail. In case of service by mail on either of such persons, the notice must be deposited in the United States mail in a sealed envelope with postage prepaid, addressed to the person in possession of such premises at such premises, and the notice must be addressed to the owner thereof as such owner's name appears, and must be addressed to such owner's last known address as the same appears on the last equalized assessment roll, and when no address appears, to General Delivery, city of Pacific Grove. If notice is given by mail, such notice shall be deemed to have been received by the person to whom it has been sent within 48 hours after the mailing thereof. If notice is given by mail to either the owner or occupant of such premises, the city engineer shall, within 48 hours after the mailing thereof, cause a copy thereof, printed on a card not less than eight inches by 10 inches in size, to be posted in a conspicuous place, on said premises.

(c) The notice given by the city engineer to provide the required underground facilities shall particularly specify what work is required to be done, and shall state that if the

work is not completed within 30 days after receipt of such notice, the city engineer will provide such required underground facilities, in which case the cost and expense thereof will be assessed against the property benefited and become a lien upon such property.

(d) If upon the expiration of the 30-day period, the required underground facilities have not been provided, the city engineer shall forthwith proceed to do the work; provided, however, if such premises are unoccupied and no electric or communications services are being furnished thereto, the city engineer shall in lieu of providing the required underground facilities, have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to said property. Upon completion of the work by the city engineer, he or she shall file a written report with the city council setting forth the fact that the required underground facilities have been provided and the cost thereof, together with a legal description of the property against which such cost is to be assessed. The council shall thereupon fix a time and place for hearing protests against the assessment of the cost of such work upon such premises, which time shall not be less than 10 days thereafter.

(e) The city engineer shall forthwith, upon the time for hearing protests having been fixed, give a notice in writing to the person in possession of such premises, and a notice in writing thereof to the owner thereof, in the manner hereinabove provided for the giving of the notice to provide the required underground facilities, of the time and place that the council will pass upon such report and will hear protests against the assessment. Such notice shall also set forth the amount of the proposed assessment.

(f) Upon the date and hour set for the hearing of protests, the council shall hear and consider the report and all protests, if there be any, and then proceed to affirm, modify or reject the assessment.

(g) If any assessment is not paid within five days after its confirmation by the council, the amount of the assessment shall become a lien upon the property against which the assessment is made by the city engineer, and the city engineer is directed to turn over to the assessor and tax collector and record with the county recorder a notice of lien on each of the properties on which the assessment has not been paid. The assessment shall be due and payable at the same time as the property taxes are due and payable, and if not paid when due and payable, shall bear interest at the rate of six percent per annum.

15.29.100 Responsibility of city.

The city shall remove at its own expense all city-owned equipment from all poles required to be removed hereunder in ample time to enable the owner or user of such poles to remove the same within the time specified in the resolution enacted pursuant to PGMC 15.29.030 hereof.

15.29.110 Extension of time.

In the event that any act required by this chapter or by a resolution adopted pursuant to PGMC 15.29.030 hereof cannot be performed within the time provided on account of shortage of materials, war, restraint by public authorities, strikes, labor disturbances, civil disobedience, or any other circumstances beyond the control of the actor, then the time within which such act will be accomplished shall be extended for a period equivalent to the time of such limitation.

15.29.120 Enforcement.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and may be prosecuted pursuant to Chapter 1.16 PGMC.

15.30 Utility Encroachments in Public Rights-of-Way

NA

15.40 Refuse and Storage Containers on City Streets

15.40.010 Definitions.

For the purpose of this chapter the following terms shall apply:

“City” shall mean the city of Pacific Grove.

“Large refuse containers” shall mean refuse containers in excess of 100-gallon capacity used for collection of garbage, rubbish and/or refuse, which containers are kept on or placed for collection on any city streets, roadway or alley.

“Storage containers” shall mean any container, storage unit, shed-like container, “portable on-demand storage structures (PODS),” or other portable structure that can be or is used for any purpose and is placed on any public street, roadway or alley.

15.40.020 Permit required for storage container or refuse container on city street.

(a) No person shall cause or allow a large refuse container or storage container to be placed on any city street, roadway or alley without first obtaining a permit from the city.

(b) Before placing a large refuse container or storage container on any city street, roadway or alley a person must submit an application and receive a permit from the police department. An insurance certificate providing liability insurance in the amount of $100,000 provided by the company supplying the refuse container or storage container must accompany the permit application. The fee for such permit shall be set forth by the city council.

15.40.030 Permits for storage containers.

Storage container permits will be granted for a period of seven days. At the expiration of the seven-day period applicants may seek a one-time extension of their permits for an additional seven days by submitting an extension application for cause to the police department. Permit fees and any fee for extension thereof will be set forth by resolution of the city council. No applicant shall be granted more than two storage container permits within any 12-month period. An extension of a permit shall be deemed to be a second permit. Only one refuse container or storage container unit may be placed pursuant to a permit and permits shall not be granted so as to run either concurrently or consecutively except in the case of an extension.

15.40.040 Permits for large refuse containers.

Large refuse container permits will be granted for a period of seven days. At the expiration of the seven-day period, applicants may seek a one-time extension of their permit for an additional seven days by submitting an extension application for cause to the police department. Permit fees and any fee for extension thereof will be set forth by resolution of the city council. No applicant shall be granted more than two refuse container permits within any 12-month period. An extension of a permit shall be deemed to be a second permit. Only one refuse container unit may be placed pursuant to a permit and permits shall not be granted so as to run either concurrently or consecutively except in the case of an extension.

15.40.050 Permitted use with a valid building permit.

(a) The provisions of this chapter shall not apply to the use or placement of construction refuse containers or storage containers pursuant to a valid building permit.

(b) Persons obtaining a building permit from the city must receive approval from the police department and the community development department for the location and duration of the placement of the refuse container and/or storage container prior to the issuance of said building permit. There shall be no fees associated with the approved placement of the construction refuse container or the storage container with a valid building permit if said container is placed on private property.

Title 15

STREETS AND SIDEWALKS[1]

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15.01 Street Encroachments

15.01.010 Definitions

(A) "City Engineer" means the City Engineer of the City of Pacific Grove, or his or her authorized representative.

(B) "Continuing encroachment" means an encroachment continuing for a period longer than one year.

(C) "Director of Public Works" means the Director of Public Works of the City of Pacific Grove, or his or her authorized representative.

(D) "Emergency street cut" means any street cut by a utility to repair a facility within the right-of-way to remediate an immediate hazard or danger to life, health or property, as determined at the sole discretion of the City Director of Public Works..

(E) "Encroach" or "encroachment" includes going upon, over or under a right-of-way, or using a right-of-way or an area adjacent to a right-of-way in such a manner as to prevent, obstruct or interfere with the intended use of that way, or a modification of its mode of use, including but not limited to:

(1) Excavation or disturbance;

(2) Erection, construction, placement, installation, repair, upgrade or maintenance of any physical improvement;

(3) Planting or maintaining any landscaping;

(4) Placement or maintenance of any waste material, except the placement of solid waste or recyclables in authorized receptacles for pick-up in accordance with Chapter 9-12.

(F) "Encroachment Officer" shall be those persons designated by the Director of Public Works to issue permits as provided herein or to enforce the provisions of this chapter.

(G) "Landscaping" means any tree, shrub, grass, groundcover, plant, solid landscape feature or growing thing.

(H) "Parklet" means the conversion of one or more parallel parking spaces or 3 – 4 angled spaces, that may vary according to the site, context, and desired character of the installation, and are subject to the review and approval of the City engineer under the Parklet Program adopted by the City Council.

(I) "Permittee" means any person that has been issued an encroachment permit pursuant to this chapter.

(J) "Physical improvement" means any post, sign, pole, fence, guard rail, wall, facility, pathway, sidewalk, driveway, track, surfacing, culvert, drainage facility, pipe, conduit, cable, embankment or excavation.

(K) "Public street" means the portion of the public right-of-way of any road, street, lane or alley used by or for the general public for travel purposes, including sidewalks and areas between sidewalks and the vehicular travelway, whether or not those roads, streets, lanes and alleys have been accepted as and declared to be part of the City system of public streets, except streets forming a part of the State highway system or County roads or expressways.

(L) "Right-of-way" means land which by written instrument, usage or process of law is reserved for or dedicated to the public use for street, utility or highway purposes, or other transportation purposes.

(M) "Street cut" means the action or result, of opening, tearing up, excavating, removing or constructing in any portion of any roadway, street or thoroughfare, sidewalk, driveway, curb or gutter, or any other facility existing within the public right-of-way area for any purpose whatever within the jurisdiction of the City.

(N) "Utility" means any entity constituting a public utility under State law authorized to use the public streets pursuant to City or State franchise.

(O) "Waste material" means any rubbish, brush, earth or other material of any nature which is unused, unwanted or discarded.

15.01.020 Encroachment permit required

(A) Except as otherwise provided in Section 15.01.040, it is unlawful for any person to encroach or to make or to cause to be made any encroachment without first having obtained an encroachment permit from the Director of Public Works or the Building Official or their designee.

(B) Encroachment permits shall be issued by the Director of Public Works or designee upon such conditions the Director deems necessary to protect the public interest, health, safety or welfare.

(C) All obligations, responsibilities and other requirements of the permittee as described in this chapter shall be binding on subsequent owners of the encroachment.

(D) Any encroachment for which a permit is required and for which no permit has been issued pursuant to this chapter shall be deemed a public nuisance under Chapter 1.16 of this code.

15.01.030 Exceptions to permit requirement.

No encroachment permit shall be required for any of the following:

(A) Marquees, awnings and other projecting structures and building appendages over the right-of-way, which comply with the requirements of the Uniform Building Code for use of public streets and projections over public property, and are part of a building or structure which has been granted a valid building permit in accordance with the applicable provisions of this code;

(B) Any sign erected, constructed and maintained in compliance with this code;

(C) The actions of any officer or employee of the City engaged in the discharge of official duties;

(D) The performance of work under contract to the City;

(E) The placement or maintenance of newsracks in compliance with this code or state or federal law;

(F) The making of an emergency street cut by a utility to repair a broken or defective pipe, facility or conduit lawfully on or under a public street, or excavating by a utility as may be necessary for the preservation of life and property when an urgent necessity therefor arises when the offices of the City are closed. Any utility making such street cut shall apply for an emergency encroachment permit on the next City business day. The issuance of such permit shall be at the sole discretion of the Director of Public Works or designee, based on a determination as to whether the work was necessary to for the preservation of life or property and in compliance with this code. In the event that the City Engineer determines issuance of an emergency permit is unwarranted, the person or persons who performed, or caused to be performed, any such work shall be in violation of this chapter.

15.01.040 Right of lawful use by City and others.

(A) The City reserves all rights to approve and construct municipal improvements under or over facilities or portions of facilities constructed pursuant to encroachment permits.

(B) Any permit granted under this chapter shall be subject to the right of the City, or any other person entitled thereto, to use that part of the right-of-way for any purpose for which it may be lawfully used, and no part of the right-of-way shall be unduly obstructed at any time.

15.01.050 Permit applications.

(A) An application for a permit required by this chapter shall be made on a form prescribed by the Director of Public Works or designee. The application shall be signed by the contractor, property owner or other entity performing the work and shall include the following:

(1) The name, address and telephone number of the applicant;

(2) The location, purpose, extent and nature of the proposed work;

(3) The period of time when the proposed work will be performed;

(4) A certificate of insurance for the applicant and contractor's insurance carrier in a form satisfactory to the City;

(5) All other complete and descriptive information, including plans, specifications and analyses the City Engineer may require describing the work and its effect on the right-of-way, including the mode of operation, maintenance and use;

(6) The written order or consent to work thereunder, where required by law, issued by the California Public Utilities Commission or any other public district, agency or body having jurisdiction;

(B) The application for a permit shall refer to, and incorporate by reference, all of the provisions of this chapter.

(C) A permit shall not be issued unless and until the order or consent required pursuant to subsection (A) is first obtained and filed with the Director of Public Works or designee. The permittee shall be knowledgeable and comply with all applicable federal, state and local laws, regulations and orders which may in any manner affect the permit. The permittee shall insure that its agents, employees and contractors are at all times in compliance with all applicable laws, regulations and orders.

15.01.060 Liability and insurance.

(A) The permittee shall be responsible for all liability imposed by law for personal injury or property damage proximately caused by: (1) work done by permittee under the permit, including work beyond the scope of the permit; (2) failure on permittee's part to perform obligations under the permit in respect to maintenance; or (3) the existence of any permitted encroachment. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold them, and each of them, harmless from such claim and liability insofar as permitted by law.

(B) Before a permit is issued, the applicant, or the contractor who is to perform the work, shall secure, at its expense, a policy of broad form commercial general liability insurance, on an "occurrence" basis issued by an insurer acceptable to the City. If the work to be performed involves any excavation, the policy shall include an endorsement that affords coverage for explosion, collapse and underground hazards. If the work to be performed involves vehicles or vehicular equipment, the insurance must cover any automobile for bodily injury and property damage. The policy shall by endorsement name the City and its officers, employees and agents as additional insureds and shall protect them from claims for personal injury, death or property damage suffered by third persons and arising out of the work performed pursuant to the permit or the manner of installation or construction. The insurance coverage afforded by this policy shall be primary. The policy shall include a cancellation clause requiring the issuing company or its authorized agent to provide a 30-day written notice of cancellation, suspension or modification, to the named certificate holder.

(C) The amount of liability insurance coverage shall be a minimum of $1,000,000 per occurrence and $2,000,000 aggregate or $1,000,000 aggregate if the policy separately applies to the permitted project.

(D) Workers' Compensation shall be maintained to meet minimum state requirements.

(E) A certificate or certificates of the insurance shall be filed with the Department of Public Works prior to commencement of any work. The insurance shall be in effect on the date that the work is commenced and shall be maintained in effect until the work has been completed and the work has been accepted by the Director of Public Works, pursuant to Section 13-04.110.

(F) The City Risk Manager may increase, decrease or waive the insurance limits set forth above in those cases in which he/she determines that special circumstances justify such an increase, decrease or waiver.

(G) An applicant seeking to do work himself or herself on the City street or in the public easement immediately adjacent to premises containing only one single-family dwelling or two authorized units, one of which is owned and occupied by the applicant, shall not be required to file with the City certificates evidencing general liability, property damage coverage, or workers' compensation insurance

15.01.070 Fees.

(A) All fees required to be paid under the provisions of this chapter shall be established by resolution of the City Council, and may be subject to adjustment based on the nature, scope and duration of the proposed encroachment.

(B) In addition to any fees required under this chapter, permittee shall be responsible for payment of any other fees that may be required under this code.

(C) Unless waived in writing by the City Council, fees will be required of any public agency which is authorized by law to establish or maintain any works or facilities in, under or over any public street or right-of-way.

15.01.080 Agreement concerning continuing encroachments.

The issuance of an encroachment permit for a continuing encroachment shall, at the discretion of the Director of Public Works or designee, be contingent upon the execution between the City and the permit applicant, of an agreement providing for the use, operation and maintenance of the encroachment. The agreement shall contain specific conditions for the use, operation and maintenance of the encroachment, insurance and appropriate indemnification clauses to the benefit of the City. Any encroachment permit issued in conjunction with an agreement shall be valid only so long as the permittee is in compliance with the terms and conditions of that agreement.

15.01.090 Duration of permit.

(A) Each permit shall specify its duration and shall become null and void after the date so specified, or any written extension thereof, unless the permit is terminated sooner by discontinuance of the use or removal of the encroachment for which the permit was issued. Any extension shall require a written request and may be subject to the payment of additional fees and, in the event of a requested extension beyond one year from the date of initial issuance, a written agreement pursuant to Section 13-04.090.

(B) A permit for a continuing encroachment shall be considered to be of the duration as specified in the agreement executed pursuant to Section 13-04.090, subject to the terms and provision therein.

15.01.100 Commencement and conclusion of work.

(A) The permittee shall begin the work or use authorized by a permit issued pursuant to this chapter within 90 days from date of issuance, unless a different time period is stated in the permit. If the work is not timely begun, then the permit shall become void, unless a timely extension of time to commence work has been granted by the Director of Public Works in writing. Before beginning any work which involves or includes excavation, construction of concrete sidewalks, curbs, gutters or driveway approaches, or making, placing or causing an obstruction in the traveled way, the permittee shall notify the City Engineer.

(B) The permittee shall complete the work or use authorized by a permit issued pursuant to this chapter within the time specified in the permit and shall notify the Director of Public Works upon completion. No work shall be deemed to be complete, nor shall the work be operated or placed into service, without written authorization, notification of completion, or acceptance by the Director of Public Works. If at any time the Director of Public Works determines that the prosecution or completion of the work or use authorized is delayed due to lack of diligence on the part of the permittee, the permit may be canceled and the right-of-way restored to its former condition. The permittee shall reimburse the City for all expenses incurred by the City in restoring the right-of-way.

(C) The Director of Public Works may extend any time period if commencement or completion of the work for which the permit was issued was delayed because of inclement weather, strikes, an act of God or other causes not within the control of the permittee.

15.01.110 Display of permit.

(A) A copy of any permit issued pursuant to this chapter shall be kept at the site of any construction work pertaining to the encroachment and shall be shown to any authorized representative of the City on demand.

(B) An agreement or permit issued for continued use or maintenance of an encroachment involving the residence or place of business of the permittee may be kept at the residence or place of business, or otherwise safeguarded during the term of validity, and shall be made available to an authorized representative of the City within a reasonable time after demand therefor is made.

15.01.120 Inspections—Records—Corrective action.

(A) The Director of Public Works or designee may require the permittee to perform special inspections of and maintain records for certain facilities constructed in the right-of-way. The City also reserves the right to conduct periodic inspections throughout the construction phases of the project and to have access to any pertinent records of the permittee.

(B) Final inspection of construction may be conducted by the Director of Public Works or designee. At the Director of Public Works discretion, permittee may be required to be present. Permittee shall allow reasonable time for the City to prepare and provide a list of items requiring corrective action. Permittee shall undertake timely correction of all such items.

(C) All persons owning underground facilities located in City shall keep current, adequate and complete maps and records of same. Such maps and records shall be made available to the City upon request.

15.01.130 Changes in permit.

(A) No changes may be made in the location, dimension, character or duration of the encroachment, its mode of operation, maintenance, or use as granted by the permit except upon written authorization of the Director of Public Works. All construction and use of materials must adhere to approved plans and specifications. The permittee shall coordinate all construction activities with the Director of Public Works.

(B) No additional permit shall be required for the continuing use of encroachments installed by public utilities, provided that such continuing use conform to the conditions of the original encroachment permit and any later modifications to that permit, and further provided that permittee shall comply with the requirements of Section 13-04.090, including entering into a written agreement with the City.

15.01.140 Driveway approach permit—Conditions.

All persons constructing new buildings shall apply for encroachment permits for both restoration of the curb to its original condition, where old driveways are abandoned, as well as for the installation of a new driveway approach prior to the final acceptance of the building by the building Official of the City, as required in this code.

15.01.150 Safety provisions.

(A) Permittee shall at all times obey and enforce all applicable safety orders, rules and recommendations of the state Division of Industrial Safety and shall comply with all applicable state and local laws, ordinances, codes and regulations.

(B) During construction, permittee shall immediately remedy all hazardous conditions or nuisances upon receipt of any notice from the City. The Director of Public Works may take any action necessary to remedy any hazardous condition or nuisance if there is insufficient time, under the circumstances, to first provide notice to permittee, or should permittee fail to take immediate and appropriate action upon receipt of notice from the City.

(C) Permittee shall provide, erect and maintain any lights, warning sign, signals, flares, patrols and other appropriate safeguards necessary to protect the public during the course of work or maintenance of an encroachment. Where the permit involves excavation, obstruction or similar work within the right-of-way, permittee shall place and maintain lights at 50 foot or lesser intervals, and at each end of the excavation or obstruction, from one-half hour before sunset to one-half hour after sunrise the following day for each day until the right-of-way has been made safe for use. Reflectorized warning signs conforming to the requirements of the Manual of Uniform Traffic Control Devices issued by the California Department of Transportation shall be placed at 200 and at 400 feet from each excavation or obstruction to provide adequate warning.

(D) Warning signs, lights and other safety devices shall conform to the requirements of the California Vehicle Code and the Manual of Uniform Traffic Control

Devices issued by the California Department of Transportation, or other recognized, applicable standards.

(E) The standards and requirements set forth in this chapter are intended to be the minimum required standards. The failure of the City to require any specific safety device or procedure shall not excuse permittee from complying with any other requirements or standards or to take reasonable, appropriate and prudent safety precautions indicated by the specific circumstances. At any time, the City may provide, erect, relocate or remove any safety device or measure as necessary or cancel the permit and restore the right-of way at the expense of the permittee.

15.01.160 Standards, supervision and inspection.

(A) All work done under a permit shall conform to the specifications and to the conditions of approval established by the City or, in the absence of established specifications, to recognized standards of design and construction and approved practices in connection with the work to be done. All work shall be done subject to the satisfaction and approval of the Director of Public Works.

(B) If the work, use or encroachment authorized in the permit issued pursuant to this chapter interferes with the established drainage, the permittee shall provide for proper drainage as directed by the Director of Public Works.

(C) Backfilling of an excavation shall be in accordance with the standard details and specifications of the City, or those other specifications required by the Director of Public Works for the particular project, both as to material and method. Backfill shall not be placed in any excavation without compaction of the material used therein, the degree and method thereof to be to the satisfaction of the Director of Public Works.

(D) All operation, maintenance and repairs to a continuing encroachment shall conform to the conditions of approval of the underlying encroachment permit, to the terms of any applicable agreement with City, and to established and recognized standards of construction, design, operation and maintenance for the particular type of encroachment.

15.01.170 Repair and restoration.

(A) Upon completion of the project for which the permit was issued, or when required by the Director of Public Works, the permittee shall replace, repair or restore the public right-of-way to its prior condition unless otherwise provided in the permit. The permittee shall remove all obstructions, impediments, material or rubbish caused or placed upon the right-of-way under the permit, and shall do any other work or perform any act necessary to restore the public street to a safe and usable condition.

(B) By the acceptance of the permit the permittee agrees to exercise reasonable care in inspecting and maintaining the area affected by the encroachment after completion of all work.

(C) The permittee shall immediately repair any injury, damage or nuisance, in any portion of the right-of-way, resulting from the work done under the permit. In the event that the permittee fails to act promptly or should the exigencies of the injury or damage require repairs or replacement to be made before the permittee can be notified by the Director of Public Works or can respond to notification, the City may at its option make

the necessary repairs or replacements or perform the necessary work and the permittee shall be charged with all the expenses incurred in the performance of the work.

15.01.180 Relocation of encroachment.

(A) If any future construction, reconstruction or maintenance work by the City on the right-of-way necessitates the relocation, removal or abandonment of an encroachment, the permittee shall relocate, remove or abandon the encroachment at the permittee's sole expense.

(B) When relocation is required, the Director of Public Works shall make written demand of the permittee that the encroachment be relocated within the right-of-way to a satisfactory location provided by the Director of Public Works, and shall designate a reasonable time for such relocation or removal. In determining what is a reasonable time under this section, the Director of Public Works shall take into consideration the nature of the encroachment, the urgency of the need for its removal, the cost of its removal, the difficulty of its removal, the value of the property to the owner, and other facts peculiar to the particular situation. If the permittee fails to comply with such instructions, the City may relocate or remove the encroachment at the expense of the permittee.

(C) The provisions of this section shall apply to all permittees, including public agencies and public utilities having authority to occupy public rights-of-way pursuant to a franchise or an express provision of state statute, unless in conflict with a franchise agreement with the City, or in conflict with a state statute applicable to a charter city.

15.01.190 Street cut notification.

When the encroachment involves a street cut, the permittee shall notify every public utility having facilities in the vicinity of the street cut regarding the issuance of the permit and its provisions. If a subsurface excavation is required, the permittee shall contact Underground Service Alert (USA) and have all utilities located and marked prior to commencement of any work. The permittee shall, upon uncovering any pipe or underground facility not previously located or anticipated, cease work immediately and notify the Director of Public Works. The permittee shall proceed with the work only after the proper utility has been notified and permission is granted by the Director of Public Works to proceed.

15.01.200 Public access to facilities.

(A) The permittee shall so plan the work as to cause the minimum of interference with traffic and inconvenience to the public and perform all street cut work in a neat and professional manner. Roadways and walks shall not be unnecessarily obstructed. At no time shall a public street be closed, or its function reduced or modified or the use thereof denied in whole or in part to the general public,
without the written permission of the Director of Public Works.

(B) The permittee shall provide free and unobstructed access to all mailboxes, fire hydrants, water gates, valves, manholes, drainage structures and other public service structures and property that may be required for emergency use. The permittee shall not remove such structures and property or relocate or manipulate them without proper coordination with the authorities responsible for their control and maintenance.

15.01.210 Street closure—When permission granted.

Upon written application, the Director of Public Works may grant written permission to permittee to close or cause to be closed, for limited periods, City streets, driveways or areas not under control of the State or the County if in the opinion of the Director of Public Works the public interest can best be served thereby.

15.04.220 Coordination of work with other entities**.**

The permittee shall coordinate all street cut work with other entities working in the area so that public convenience is least impaired and to the satisfaction of the Director of Public Works. The permittee shall at all times notify the Police and Fire Departments of any and all obstructions and closures within the public right-of-way which might impair or prevent passage of an emergency vehicle

15.01.230 Pavement.

(A) The permittee shall be required to construct pavement, whether temporary or permanent, in accordance with the standard specifications of the City, unless otherwise specified on the permit.

(B) All construction work performed pursuant to a street cut encroachment permit shall be performed by contractors who have current and valid licenses issued by the state of California Contractor's License Board, for the type of work being performed.

15.01.240 Prohibitions.

It is unlawful to do any of the following:

(A) Store materials used in connection with the work within five feet of a public street, or stockpile materials in the right-of-way, unless otherwise authorized by the City Engineer. Excess earth materials from trenching or other operations shall be removed from the pavement, travel way or shoulder as the trench is backfilled or other work carried forward unless otherwise approved by the City Engineer;

(B) Plant any landscaping across any existing walkway in a sidewalk area or roadway shoulder;

(C) Erect or maintain a fence or similar structure in a right-of-way without a permit, except as provided in this chapter;

(D) Erect or maintain a fence or similar structure across any existing walkway in a sidewalk area or roadway shoulder;

(E) Permit or maintain any encroachment of any nature which impedes, obstructs or denies pedestrian or other lawful travel within the limits of a public street, or which impairs adequate sight distance for safe pedestrian or vehicular traffic;

(F) Construct or maintain a freight loading platform upon or in the right-of-way.

15.01.250 Monuments.

No person shall remove or disturb, or cause to be removed or disturbed any monument of granite, concrete, brass, iron or other material set for the purpose of locating or preserving the lines and/or elevation of any public street or right-of-way, property subdivision or precise survey or reference point without first obtaining permission from the Director of Public Works. Permission shall be subject to and in conformance with the requirements set forth in specifications established by the City Engineer. Replacement of removed or disturbed monuments will be at the expense of the permittee

15.01.260 Appeal of denial of permit.

Any person aggrieved by the denial of a permit required by this chapter may appeal to the Director of Public Works, by submitting a written appeal within 15 days of the date the application was denied. The Director of Public Works shall thereafter give written notice to the applicant of a hearing to be held within 30 days of receipt of the appeal. The decision by the Director of Public Works on the appeal shall be final.

15.01.270 Findings on appeal**.**

The Director of Public Works shall grant the appeal and issue a permit, subject to any appropriate conditions, if all of the following findings are made:

(A) That the applicant will be substantially damaged by the refusal to grant the permit as requested;

(B) That no other reasonable method of obtaining the desired results is available except as proposed by applicant;

(C) That the granting of the permit will not be materially detrimental to the public interest, safety, health and welfare or injurious to other property;

(D) That the project for which the permit is sought will not adversely affect the safety, capacity, or integrity of the City's right-of-way;

(E) That the applicant has substantially complied with the provisions of any prior permits issued to the applicant, and has paid or posted all required fees or bonds, and maintained all required insurance coverage;

(F) That the environmental effects are not significant;

(G) That an additional maintenance cost to the City is not created by the encroachment;

(H) That the granting of the permit will not be materially detrimental to the rights, interests or revenues of the City

15.01.280 Emergency suspension of permit.

Whenever the Director of Public Works finds that a suspension of an encroachment permit is necessary to protect the public health or safety from imminent danger, the Director of Public Works may immediately suspend any such permit pending a subsequent hearing for remedial action or revocation. The Director of Public Works shall, within three working days of the emergency suspension of the permit, notify the permittee of such suspension by written notice, personally served upon the permittee, or mailed by first class mail, postage prepaid, to the last known address of the permittee. The permittee may, within 10 days after service of such a written notice of suspension, request a hearing before the Director of Public Works with regard to such emergency

suspension. The Director of Public Works shall schedule a hearing on the suspension within 10 days of receipt of a request for hearing.

15.01.290 Hearing on emergency suspension of permit.

(A) If the Director of Public Works, after the hearing, finds that cause exists for remedial action, the director shall impose one or more of the following:

(1) A warning;

(2) An order to correct any particular noncompliance;

(3) A revocation of the encroachment permit;

(4) A continued suspension of the encroachment permit;

(5) A modification or reinstatement of the encroachment permit, with conditions.

(B) The director shall, within 10 days of the hearing, render a written opinion, stating the findings upon which the decision is based, and the action taken. The decision of the director shall be final.

15.01.300 Suspension or revocation of permit.

Any permit issued pursuant to this chapter may be suspended or revoked upon recommendation of the Director of Public Works:

(A) The permittee has violated any provision of this chapter, or of any agreement entered into with the City related to the permit; or

(B) The permittee has failed to pay any required fees, or to post or maintain any bond or insurance required by this chapter; or

(C) The encroachment for which the permit was granted adversely affects the safety, capacity or integrity of the City's right-of-way; or

(D) The encroachment is causing the City to incur substantial additional maintenance costs; or

(E) Material misrepresentations were made in the application for the permit.

15.01.310 Hearing on suspension or revocation of permit.

The Director of Public Works shall give the permittee at least 10 days' written notice of a hearing before the Director of Public Works on the suspension or revocation of a permit issued pursuant to this chapter, setting forth the grounds for such action, except as set forth in Section 13-04.330. The hearing shall be held within 30 days after service of written notice of the hearing. The decision of the Director of Public Works shall be final

15.01.320 Civil penalties and attorneys' fees.

Any person who violates any provision of this chapter, or any provisions of any permit issued or agreement entered into pursuant to this chapter, shall be civilly liable to City in the sum not to exceed $1000.00 for each day in which such violation occurs. The City may petition the superior court to impose, assess and collect such sums pursuant to this chapter. The court, in any action brought by the City either for civil penalties, pursuant to this section, or for abatement of any encroachment which is a public nuisance, shall award to the City its reasonable costs and attorneys' fees in bringing such action

15.01.330 Administrative review.

In addition to any other remedies provided herein, violation of any provision of this chapter shall be subject to an administrative fine or penalty as provided under Chapter 1-30

15.01.340 Authority of Encroachment Officer and inspectors.

The Encroachment Officer and any inspectors acting on his/her behalf shall have authority to enforce any of the provisions set forth herein. In addition, for purposes of the Administrative Review of Ordinance Violations as provided in Chapter 1.16, the Encroachment Officer and any inspectors acting on his/her behalf shall be included within the definition of "Code Enforcement Officer" for purposes of issuing an administrative notice and order.

15.01.350 Penalties for violation.

Any person violating any provision of this chapter, or any permit issued pursuant to this chapter, shall be guilty of a misdemeanor and upon conviction shall be punishable as set forth in Chapter 1.16

15.01.36 Remedies cumulative.

The remedies provided for in this chapter shall be cumulative and not exclusive and shall be in addition to any and all other remedies available to the City.

15.08 House Numbers

15.08 House numbers required – Map – Assigning – Display.

(a) Every house and building in the city shall bear a street number in accordance with the city's house numbering map, on file in the office of the community development department.

(b) The street number of a new house or building shall be that assigned on the building permit for said house or building.

(c) Street numbers affixed to a location on a house or building less than 50 feet from the fronting roadway shall be a minimum of four inches in height. Street numbers so affixed 50 feet or more from the fronting roadway shall be a minimum of five inches in height. Houses and buildings located more than 100 feet from the fronting roadway shall be approved by the Building Official or designee as to the location and position of posted addresses. All numbers shall have a minimum width of one-half-inch stroke.

(d) The numbers shall have or be affixed upon a contrasting background and shall be clearly legible and visible from the roadway.

(e) Street number signs exceeding either (1) two per address, or (2) one square foot per premises in commercial and industrial areas or 124 square inches in residential areas, shall require review pursuant to Chapter 20.04 PGMC.

(f) In the case of new construction, renovation or remodel, street numbers shall be posted from the first day of such new construction, renovation or remodel.

(g) A violation of this section shall be an infraction, and may be prosecuted pursuant to Chapter 1.16 PGMC.

No longer applicable

15.16 Sidewalks

15.16.010 Definitions.

SHARE

Except as otherwise provided, the following words shall have the meanings ascribed to them in this section:

“Curb line” means the established line to which the edge of curb nearest the center of the street shall be constructed.

“Encroachment” means any unmovable object that impedes the free flow of pedestrian traffic, and includes but is not limited to such things as walls, fences, hedges, trees, shrubbery or ground cover. “Encroachment” also means gravel, rocks, bark, wood chips or other loosely placed material susceptible to scattering beyond the area of initial placement.

“Gutters” means the portion of roadway adjacent to the curbs.

“Retaining wall” means any structure placed for the purpose of retaining earth.

“Roadway” means the portion of street between the curb lines.

“Sidewalk” means the graded or paved portion of the sidewalk space, and also includes curbing, retaining walls or other works for the protection of the sidewalk space.

“Sidewalk space” means the portion of street between the property line and the nearest curb line.

15.16.020 Sidewalk width, curb lines established.

The establishment of curb lines and the width of sidewalk space on all public streets shall be fixed by the city. Installation and maintenance of sidewalks shall be in accordance with Council Policy 700-4, “Sidewalk Development.

15.16.030 Repair procedure.

Owners of property abutting sidewalks, or possessors of sidewalks, shall have the duty of maintaining the same and shall be subject to all of the liabilities and procedures prescribed by Chapter 22, Division 7, Part 3, commencing at Section 5600, of the Streets and Highways Code of the state of California. The Streets and Highways Code, Chapter 22, Maintenance of Sidewalks, provides that the owners of lots or portions of lots fronting any portion of the public street are responsible for maintaining sidewalks in a condition which will not interfere with the public convenience in their use. The city shall have all of the rights therein provided, including the right to lien and collection. No person except city employees, or persons under contract with the city, shall install or repair any curb, gutter, corner ramp, or sidewalk within or along any street in the city without having applied for and received an encroachment permit from the city. Utility encroachments shall also be subject to Chapter 15.30 PGMC. Application for any such permit will be made in writing on a form or forms supplied for that purpose by the city.

15.16.040 Sidewalk encroachment.

It is unlawful to construct, plant, or maintain any encroachment in a sidewalk space, except for city-sponsored amenities and activities, public utilities, mailboxes, bus shelters and benches, and except as permitted under PGMC 15.16.045.

15.16.050 Sidewalk seating and sidewalk dining.

The zoning administrator, after holding a duly noticed public hearing, shall have the authority to allow, deny, or condition placement of tables, chairs, benches, and other normally associated furniture to encroach on public sidewalks abutting eating establishments for sidewalk dining purposes within all commercial zoning districts, subject to the following restrictions and conditions:

(a) Tables, chairs, benches, umbrellas, waiter stands, barriers, tray stands, planters, trash receptacles, and other furniture normally associated with dining (collectively hereafter, for convenience, “furniture”) may be placed on the sidewalk but shall not be placed so as to obstruct the minimum unobstructed pedestrian travel width of the sidewalk defined as a minimum of five feet. All applicable Americans with Disabilities (ADA) requirement minimums shall be met. Sidewalk dining furniture placed on the sidewalk shall be of a consistent design and employ similar materials and colors as approved by the city to complement all other approved sidewalk furniture and fixtures, such as street lights and bicycle racks, throughout the city.

(b) Furniture shall not be attached, drilled into, adhered to, chained to, or otherwise affixed to the sidewalk, tree, pole, or other furniture, or to any permanent structure or building.

(c) Sidewalk dining furniture shall be placed immediately adjacent to and abutting the eating establishment and shall not be placed adjacent to the curb. Exceptions to this requirement may be made for self-serve seating (i.e., no table service).

(d) Eating establishments serving alcohol shall delineate and separate the sidewalk dining area with a painted line on the sidewalk surface delineating the allowable area for the sidewalk dining establishment as defined below in subsection (h) of this section approved by the zoning administrator. Eating establishments that do not serve alcohol are not permitted to delineate the sidewalk dining area with a barrier in order to keep the appearance of an open sidewalk.

(e) The line shall be painted a color and width specified by the zoning administrator.

(f) Eating establishments, and all others, are prohibited from making any modification to the public sidewalk. Minor patching of holes and cracks, and the elimination of trip and fall hazards, are to be referred to the public works department for modification.

(g) Use of sound amplification on the exterior of an eating establishment is prohibited.

(h) Sidewalk dining and associated furniture as listed in subsection (a) of this section is prohibited on any public sidewalk that is less than seven feet wide unless the storefront is set back from the back of sidewalk. Further, sidewalk dining and associated furniture shall not occupy more than 45 percent of the gross total width of any public sidewalk.

(i) The eating establishment placing the furniture shall provide proof of public liability insurance, naming the city as an additional insured, in the amount and form subject to approval of the city attorney.

(j) Businesses placing furniture shall be responsible for keeping the furniture and immediately surrounding area clean and presentable at all times, and to this end shall promptly clean and remove all litter, spillage, and other materials.

(k) Approved sidewalk dining permits allowing placement of furniture or associated furniture may be revoked by the zoning administrator at any time, for violation of any of these restrictions or conditions.

(l) Application for sidewalk dining and placement of furniture shall be made on a form provided by the community and economic development department. The zoning administrator may refer the application to any city department, commission or committee for a recommendation. The decision of the zoning administrator shall be subject to direct appeal to the planning commission in accord with PGMC 23.74.020(b) and 23.74.030.

(m) At least 10 days prior to the zoning administrator’s public hearing on the sidewalk dining permit, the property abutting the sidewalk location shall be posted with notice of the request for and pending decision on the permit. Two identical notices shall be

posted on public property within 200 feet of the property site in positions clearly visible to the public.

(n) Sidewalk dining permits are interruptible and terminable licenses for use granted by the city. No property interest shall be conveyed to the eating establishment or to any other person. The city shall have the right and power, acting through the zoning administrator, to revoke, prohibit, or limit operation and use of a sidewalk dining permit at any time by reason of anticipated, threatened, or actual problems or conflicts in the use for the sidewalk area. Such circumstances may arise from, but are not limited to, changing patterns of sidewalk use, scheduled festivals or similar events, parades or marches, repairs to the street or sidewalk, or for any other reason.

(o) Sidewalk dining furniture, equipment, and other amenities must be removed from the public sidewalk dining area for extended periods of eating establishment closure (two weeks or more). The city may require removal during special events, etc. The city shall have the right to unilaterally remove unapproved exterior furniture and/or equipment from the sidewalk dining space, and costs of removal shall be borne by the eating establishment.

(p) Sidewalk dining furniture, equipment, and other amenities shall be constructed of metal, unless an alternative material is approved in advance by the zoning administrator.

(q) Each eating establishment may use umbrellas provided each shall maintain the seven-foot minimum sidewalk clearance for the entire height of the umbrella. The base weight of the umbrella shall be of appropriate size and design to avoid tipping over in the wind. Freestanding gas heaters shall not be utilized where umbrellas are present, for fire safety. Umbrellas shall not bear commercial logos.

(r) Each sidewalk dining permit shall require payment of two fees: (1) the general encroachment permit fee (a one-time fee for placing furniture on the public sidewalk); and (2) an annual sidewalk dining license fee associated with continued use of the public sidewalk. The city council shall set both fees by resolution in its master fee schedule.

(s) Applications for each sidewalk dining permit must submit:

(1) Description. A brief written description to include the name and address of the eating establishment, a description of the proposed sidewalk dining space, the number of tables and seats, whether the eating establishments intends to serve alcohol, and whether water credits or water allocations are needed for the proposed permit.

(2) Site Plan. A plan, drawn to scale, showing the proposed sidewalk dining space including all tables, seats, associated furniture, and barrier lines; the plan shall

show all sidewalk clearance dimensions and elevations. Specifications shall be provided for any sidewalk heaters.

(3) Photos or Drawings. Color photos, renderings, and/or graphics shall show the setup, type of furniture, and materials to be used for all surfaces, including barrier lines or umbrellas.

(t) The zoning administrator is authorized to place or modify conditions under this section on sidewalk dining adjacent to eating establishments to promote public health and/or safety, or to address unique site factors that apply to a specific location.

(u) Sidewalk dining permits and/or encroachment permits issued under this section do not afford an exclusive right for use by the eating establishment or its patrons. The general public may make reasonable temporary use of the area and furniture at that location provided this public use does not interfere with the sidewalk dining use.

15.16.060 Curbs – Address numbers.

An owner of property may affix the property's address number to an abutting curb. (a) (b)

15.20 Driveways

15.20.010 Permit to construct, maintain – Required.

No person, firm or corporation shall construct or maintain, or cause to be constructed or maintained any driveway across any public sidewalk or curbing in the city of Pacific Grove without first obtaining a permit therefor from the city engineer.

15.20.020 Construction to conform to plans and specifications.

All construction of such driveways shall be done in a good and workmanlike manner and in conformity with the plans and specifications for such work on file in Community Development Department, and here referred to for further particulars.

15.20.030 Size for single, double – Number per site.

No driveway shall exceed 10 feet for a single driveway or 18 feet for a double driveway on streets 40 feet or more in width, and 12 feet for a single driveway or 20 feet for a double driveway on streets less than 40 feet in width.The driveway width and number may be modified by the Director of Public Works or designee..

15.20.040 Distance from crosswalk.

In the construction of driveways no curbing shall be disturbed within four feet of the regular street crosswalk.

15.20.050 Apron not to extend into street.

No driveway apron shall extend out into the street further than the face of the curb, and under no circumstances shall such driveway apron extend into the gutter area.

15.20.060 Alteration to conform – Procedure – Lien.

Any existing driveway violating any of the provisions of PGMC 15.20.020 through 15.20.060 inclusive shall be altered to conform to said sections whenever in the judgment of the council the public interest, convenience or safety requires such alteration; provided, however, that the owner, or owners, of the premises affected shall be afforded an opportunity for a hearing prior to any such alteration or alterations being ordered by the council and at least five days' notice of such hearing in writing, which shall be mailed to such owner, or owners, by the city clerk, postage prepaid, at the Post Office, Pacific Grove, California, addressed to such owner, or owners at their last known address, or in the event the same is unknown, to General Delivery, Pacific Grove, California, and a similar notice shall be posted on the property affected by the city engineer at least five days prior to such hearing. The failure of the clerk to mail such notice shall not, however, affect the jurisdiction of the council to order said work. Upon such hearing the council shall have jurisdiction to order the work done as noticed and the owner, or owners, shall have 10 days thereafter within which to commence said work and a reasonable time thereafter to complete the same. In the event that said work is not commenced by such owner, or owners, within said period of 10 days the city engineer shall cause the same to be done and upon the completion thereof, the cost bill for the same shall be filed by said city engineer in the office of the city clerk and a copy thereof mailed by said clerk, postage prepaid, to the last known address of said owner, or to General Delivery, Pacific Grove, California, and if the bill is not paid into the city treasury by said owner, or owners, within 10 days thereafter the same shall be and become a lien upon the real property affected or benefited by said improvement and shall be a charge against said property on the tax roll and shall be collected at the time and in the manner the general municipal taxes of the city are collected, and shall bear like penalties and carry like interest charges for delinquencies.

Not applicable15.20.070 Exemption.

The provisions of this chapter shall not apply to developments being considered by the community development department under application for use permit.

15.24 Excavations

15.24.010 Permit required – Resurfacing.

(a) Permit Required. Before any person, firm or corporation may cut any pavement or sidewalk or make any excavation in any public street for the purpose of installing or

repairing any sewer, water, gas, electric or other utility pipes, conduits, wires or other structure, he or she shall secure a written permit or authorization therefor from the proper city authority, in accordance with any regulations then in effect and pertaining thereto, and shall pay the required fees and deposits.

(b) Resurfacing. After any such cut is made in any pavement, sidewalk or street, the person or firm doing such work shall immediately upon completion of the work, refill, settle and resurface such cut, to the satisfaction of the city manager. If such work is not done satisfactorily the city may complete the same, and such person or firm will be liable to the city for all costs and expenses in completing such work.

15.26 Telecommunications Facilities in Public Rights-of-Way

15.26.010 Authority.

The city derives the authority for this chapter from the City Charter Articles 4 and 5, and Chapter 2.04 PGMC. This chapter, and any rules, regulations, specifications and agreements adopted pursuant to this chapter, complies with all applicable federal and state law.

15.26.020 Purpose.

This chapter establishes a process for managing, and uniform standards for acting upon, requests for the placement of wireless telecommunications facilities within the rights-of-way of the city of Pacific Grove consistent with the city's obligation to promote the public health, safety and welfare, to manage the public rights-of-way, and to ensure that the public is not incommoded by the use of the rights-of-way for the placement of wireless telecommunications facilities. The city recognizes the importance of wireless telecommunications facilities to provide high-quality communications service to the residents and businesses within the city, and the city also recognizes its obligation to comply with applicable federal and state law regarding the placement of wireless telecommunications facilities in its rights-of-way, and this chapter shall be interpreted consistent with those provisions.

15.26.030 Scope.

(a) In General. Unless exempted, every person who desires to place a wireless telecommunications facility in the rights-of-way or modify an existing wireless telecommunications facility must obtain a wireless placement permit authorizing the placement or modification.

(b) Exemptions. Except as to this section and PGMC 15.26.050, this chapter does not apply to:

(1) The placement or modification of wireless telecommunications facilities on supporting structures owned, or under the control of, the city, the use of which is subject to a contract for use of the facility between the city and the entity or entities that own or control the wireless telecommunications facility.

(2) The placement or modification of wireless facilities by the city or by any other agency of the state solely for public safety purposes.

(3) Modifications to an existing wireless telecommunications facility that makes no material change to the footprint of a facility or to the surface or subsurface of a public street if the activity does not disrupt or impede traffic in the traveled portion of a street, and if the work activity does not change the visual or audible characteristics of the wireless telecommunications facility. The city, by wireless regulation, may also exempt wireless telecommunications facilities that otherwise are subject to the provisions of this section from the obligation to obtain a permit to install or modify a wireless telecommunications facility where it is determined that because of the physical characteristics of the proposed facilities, and the work associated with them, such a permit is not required to protect the public health, welfare or safety, to maintain the character of a neighborhood or corridor, or to otherwise serve the purposes of this chapter.

(4) Installation of a “cell on wheels,” “cell on truck” or a similar structure for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event; provided, that installation does not involve excavation, movement or removal of existing facilities.

(5) Installation of a wireless facility on the strand between two utility poles; provided, that the cumulative volume of all wireless facilities on the strand shall not exceed one cubic foot; and provided further, that the installation does not require replacement of the strand, or excavation, modification or replacement of the utility poles.

(c) Other Applicable Requirements. In addition to the wireless telecommunications permit required herein, the placement of a wireless telecommunications facility in the public rights-of-way requires the persons who will own or control those facilities to obtain the franchises and permits required by applicable law, and to comply with applicable law.

(d) Public Use. Except as otherwise provided by California law, any use of the right-of-way authorized pursuant to this chapter will be subordinate to the city’s use and use by the public.

15.26.040 Definitions.

Terms used in this chapter shall have the following meanings:

“Applicant” means a person filing an application for placement or modification of a wireless telecommunications facility in the rights-of-way.

“Application” means a formal request, including all required and requested documentation and information submitted by an applicant to the city, for a wireless placement permit.

Base Station. The term “base station” shall have the same meaning as in 47 C.F.R. Section 1.40001, as may be amended.

“Certificate of completion” means a document that is required from and issued by the city confirming all work described in the application, as approved: (a) was properly permitted, including, without limitation, all required permits for building, electrical work, street or curb cutting, and excavation; (b) was done in compliance with and fulfillment of all conditions of all permits, including all stated deadlines; (c) was fully constructed or placed as approved and permitted; and (d) was finally inspected by the city, and was approved by the city after said final inspection.

“Rights-of-way” means any portion of any road or public way which the city has the responsibility to maintain or manage.

“Support structure” means any structure capable of supporting a base station.

“Tower” means any structure built for the sole or primary purpose of supporting any Federal Communications Commission (FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

“Underground areas” means those areas where there are no electrical facilities or facilities of the incumbent local exchange carrier in the right-of-way; or where the wires associated with the same are or are required to be located underground; or where the same are scheduled to be converted from overhead to underground. Electrical facilities are distribution facilities owned by an electric utility and do not include transmission facilities used or intended to be used to transmit electricity at nominal voltages more than 35,000 volts.

“Utility pole” means a structure in the rights-of-way designed to support electric, telephone and similar utility lines. A tower is not a utility pole.

“Wireless infrastructure provider” means a person that owns, controls, operates or manages a wireless telecommunications facility or portion thereof within the right-of-way.

“Wireless permit” means a permit issued pursuant to this chapter and authorizing the placement or modification of a wireless telecommunications facility of a design specified in the permit at a particular location within the rights-of-way; and the modification of any existing support structure to which the wireless telecommunications facility is proposed to be attached.

“Wireless regulations” means those regulations adopted pursuant to PGMC 15.26.050 and implementing the provisions of this chapter.

“Wireless service provider” means an entity that provides wireless services to end users.

“Wireless telecommunications facility” or “facility” means a facility at a fixed location consisting of a base station, any accessory equipment, and the tower, if any, associated with the base station.

15.26.050 Administration.

(a) City Manager. The city manager or designee is responsible for administering this chapter. As part of the administration of this chapter, the city manager or designee may:

(1) Adopt regulations governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless telecommunications facilities;

(2) Interpret the provisions of this chapter;

(3) As part of the foregoing, develop acceptable designs for wireless telecommunications facilities in particular corridors, taking into account the zoning districts bounding the rights-of-way;

(4) Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;

(5) Develop forms and procedures for submission of applications for placement or modification of wireless telecommunications facilities, and proposed changes to any support structure consistent with this chapter;

(6) Collect, as a condition of the completeness of any application, any fee established by resolution of the city council;

(7) Require, as part of and as a condition of completeness of any application, notice to members of the public that may be affected by the placement or

modification of the wireless telecommunications facility, and proposed changes to any support structure;

(8) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;

(9) Subject to appeal as provided herein, determine whether to grant, grant subject to conditions, or deny an application; and

(10) Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(b) Appeal.

(1) Any person adversely affected by the decision of the city manager may appeal the decision to the city council, which may decide the issues de novo, and whose written decision will be the final decision of the city. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless telecommunications facility.

(2) Where the city manager grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the city council. Otherwise, appeals that involve eligible facilities requests, as defined in 47 C.F.R. Section 1.40001, as may be amended, must be filed within five business days of the written decision of the city manager; all other appeals must be filed within 10 business days of the written decision of the city manager, unless the city manager extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

(3) Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law.

15.26.060 General standards for wireless telecommunications facilities in the rights-of-way.

(a) Generally. Wireless telecommunications facilities shall meet the minimum requirements set forth in this chapter and the wireless regulations, in addition to the requirements of any other applicable law.

(b) Regulations. The wireless regulations and decisions on applications for placement of wireless telecommunications facilities in the rights-of-way shall, at a minimum, ensure that the requirements of this section are satisfied, unless it is determined that applicant

has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this chapter and the wireless regulations manual may be waived, but only to the minimum extent required to avoid the prohibition.

(c) Standards. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety, avoids placement of aboveground facilities in underground areas, avoids installation of new support structures or equipment cabinets in the public rights-of-way and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located. City shall ensure that wireless telecommunications facilities are subject to periodic review to minimize the intrusion on the rights-of-way; that the city bears no risk, liability, or expense as a result of the installations; that the facilities do not inconvenience the public, or interfere with the primary uses of the public rights-of-way; and that the facilities do not hinder the ability of the city or other government agencies to improve, modify, relocate, abandon or vacate the public rights-of-way or any portion thereof, or damage or otherwise unduly interfere with other structures in the rights-of-way.

(d) Concealment. Permits for wireless telecommunications facilities shall incorporate specific concealment elements to minimize visual impacts, and design requirements ensuring compliance with all standards for noise emissions. Unless it is determined that another design is less intrusive, or placement is required under applicable law:

(1) Antennas located at the top of support structures shall be incorporated into the structure or placed within shrouds of a size such that the antenna appears to be part of the support structure.

(2) Antennas placed elsewhere on a support structure shall be integrated into the structure or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a utility pole shall be placed as high as possible on a support structure, placed to avoid interfering or creating any hazard to any other use of the public rights-of-way, and located on one side of the utility pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on utility poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the support structure on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the support structure, ensuring concealment of these components to the greatest extent possible.

(5) Ground-mounted equipment associated with a wireless telecommunications facility shall be permitted only where consistent with the portion of the corridor in which it is to be placed, and may be required to be underground, located in alleys or otherwise shielded. In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic.

(6) No permit shall be issued or effective unless it is shown that the wireless telecommunications facility will comply with FCC regulations governing radio frequency ("RF") emissions. Every wireless facility shall at all times comply with applicable FCC regulations governing RF emissions, and failure to comply shall be treated as a material violation of the terms of any permit or lease.

(7) No towers shall be permitted in the public rights-of-way, and no wireless telecommunications facilities shall be permitted above-ground in underground areas; provided, that the city may permit placements where all elements of the wireless telecommunications facility are concealed, and the facility does not appear to a casual observer to be a wireless telecommunications facility.

(8) No permit shall issue except to wireless service providers with immediate plans for use of the proposed wireless telecommunications facility, or wireless infrastructure providers with contracts with wireless service providers which require the service provider immediately to use the proposed wireless telecommunications facility.

15.26.070 Application submission requirements.

(a) Submission. Unless the wireless regulations otherwise provide, applicant shall submit a paper copy and an electronic copy of any application, amendments or supplements to an application, or responses to requests for information regarding an application to the city manager.

(b) Content. An application must contain:

(1) Any information required pursuant to the wireless regulations.

(2) The name of the applicant, its telephone number and contact information, and if the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider that will be using the wireless telecommunications facility.

(3) A complete description of the proposed wireless telecommunications facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the wireless telecommunications facility, and specifications for each element of the wireless telecommunications facility, clearly describing the site and all structures and facilities at the site before and after installation or modification;

and describing the distance to the nearest residential dwelling unit and any historical structure within 500 feet of the facility. Before and after 360-degree photo simulations must be provided. The electronic version of an application must be in a standard format that can be easily uploaded on a web page for review by the public.

(4) If the application is an eligible facilities request, within the meaning of 47 C.F.R. Section 1.40001, as may be amended, the application must contain information sufficient to show that the application qualifies as an eligible facilities request, which information must show that there is an existing wireless telecommunications facility that was approved by the city pursuant to this chapter. Before and after 360-degree photo simulations must be provided; which and detailed specification of the (1) An application for a permit shall be submitted in the format and manner specified by the wireless facilities regulations, as applicable. For permits for wireless telecommunications facilities, if no form or manner has been specified, applications must contain all information necessary to show that applicant is entitled to the permit requested.

(5) If applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the application must provide all information on which the applicant relies in support of that claim. Applicants are not permitted to supplement this showing if doing so would prevent city from complying with any deadline for action on an application.

(6) Proof that notice has been mailed to owners of all property within 300 feet of the proposed wireless telecommunications facility.

(7) Any required fees.

(c) Fees. For wireless telecommunications facilities, applicant must provide an initial deposit and agree as part of its application to pay all costs reasonably incurred by city in reviewing the application, including costs incurred in retaining outside consultants. Fees shall be reviewed periodically and raised or lowered based on costs the city expects to incur, with a review commencing by the first anniversary of the effective date of the ordinance codified in this chapter.

(d) Waivers. Requests for waivers from any requirement of this section shall be made in writing to the city manager or designee. The same may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the city will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the permit sought.

(e) Rejection for Incompleteness. For personal wireless facilities, as that term is defined under federal law, and eligible facilities requests, as that term is defined under federal law, applications will be processed, and notices of incompleteness provided, in

conformity with state, and local and federal law. If such an application is incomplete, it may be rejected by a written order specifying the material omitted from the application, or the city may notify the applicant of the material omitted and provide an opportunity to submit the missing material.

15.26.080 Termination of permit/breach.

(a) For Breach. A wireless telecommunications permit may be revoked for failure to comply with the conditions of the permit, franchise or applicable law. Upon revocation, the wireless telecommunications facility must be removed; provided, that removal of support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city. All costs incurred by the city in connection with the revocation and removal shall be paid by entities who own or control any part of the wireless telecommunications facility.

(b) For Installation without a Permit. A wireless telecommunications facility installed without a wireless permit (except for those exempted by this chapter) must be removed; provided, that a support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city. All costs incurred by the city in connection with the revocation and removal shall be paid by entities who own or control any part of the wireless telecommunications facility.

(c) Term. A wireless permit, other than a permit issued pursuant to an eligible facilities request, shall be valid for a period of 10 years. An eligible facilities permit shall expire at the same time the permit for the underlying existing wireless telecommunications facility expires. A person holding a wireless telecommunications permit must either remove the wireless telecommunications facility upon expiration (provided, that a support structure owned by city, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the city); or, at least 90 days prior to expiration, must submit an application to renew the permit, which application must demonstrate that the impact of the wireless telecommunications facility cannot be reduced. The wireless telecommunications facility must remain in place until it is acted upon by the city, and any appeals from the city’s decision exhausted.

(d) Municipal Infraction. Any violation of this chapter may be enforced pursuant to Chapters 1.16 and 1.19 PGMC.

15.26.090 Vertical infrastructure controlled by city.

The city, as a matter of policy, will negotiate agreements for use of city owned or controlled light standards and traffic signals in the public rights-of-way. The placement of wireless telecommunications facilities on those structures shall be subject to the agreement. The agreement shall specify the compensation to the city for use of the

structures. The person seeking the agreement shall additionally reimburse the city for all costs the city incurs in connection with its review of, and action upon, the person's request for an agreement.

15.26.100 Nondiscrimination.

In establishing the rights, obligations and conditions set forth in this chapter, it is the intent of the city to treat each applicant or public right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, and with considerations that may be unique to the technologies, situation and legal status of each particular applicant or request for use of the public rights-of-way.

15.28 Utility Poles

15.28.010 Regulation of placement on Lighthouse Avenue.

There shall be no telephone, telegraph, electric light, or other light or power poles or posts in or upon Lighthouse Avenue from its intersection with the westerly line of Nineteenth Street to the easterly line of Fountain Avenue, but nothing herein shall apply to the street lighting system of the city for said street.

15.29 Undergrounding Utilities

15.29.010 Definitions.

Whenever in this chapter the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions:

"Commission" means the Public Utilities Commission of the state of California.

"Person" means and includes individuals, firms, corporations, partnerships, and their agents and employees.

"Poles, overhead wires and associated overhead structures" means poles, towers, supports, wires, conductors, guys, stubs, platforms, crossbeams, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments and appurtenances located aboveground within a district and used or useful in supplying electric, communication or similar or associated service.

"Underground utility district" or "district" means that area in the city within which poles, overhead wires, and associated overhead structures are prohibited as such area is described in a resolution adopted pursuant to the provisions of PGMC 15.29.030.

“Utility” includes all persons or entities supplying electric, communication or similar or associated service by means of electrical materials or devices.

15.29.020 Public hearing by council.

The council may, from time to time, call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the city and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service. The city clerk shall notify all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of such hearings at least 10 days prior to the date thereof. Each such hearing shall be open to the public and may be continued from time to time. At each such hearing all persons interested shall be given an opportunity to be heard. The decision of the council shall be final and conclusive.

15.29.030 Designating districts by resolution.

If, after any such public hearing, the council finds that the public necessity, health, safety or welfare requires such removal and such underground installation within a designated area, the council shall, by resolution, declare such designated area an underground utility district and order such removal and underground installation. The resolution shall include a description of the area comprising the district and shall fix the time within which the removal and underground installation shall be accomplished and within which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for removal and underground installation, having due regard for the availability of labor, materials and equipment necessary for removal and for the installation of such underground facilities as may be occasioned thereby.

15.29.040 Unlawful acts.

Whenever the council creates an underground utility district and orders the removal of poles, overhead wires and associated overhead structures therein as provided in PGMC 15.29.030 hereof, it is unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ or operate poles, overhead wires and associated overhead structures in the district after the date when the overhead facilities are required to be removed by resolution, except as the overhead facilities may be required to furnish service to an owner or occupant of property prior to the performance by such owner or occupant of the underground work necessary for such owner or occupant to continue to receive utility service as provided in PGMC 15.29.090 hereof, and for such reasonable time required to remove the facilities after the work has been performed, and except as otherwise provided in this chapter.

15.29.050 Exception for emergency or unusual circumstances.

Notwithstanding the provisions of this chapter, overhead facilities may be installed and maintained for a period, not to exceed 10 days, without authority of the council in order

to provide emergency service. The council may grant special permission, on such terms as the council may deem appropriate, in cases of unusual circumstances, without discrimination as to any person or utility, to erect, construct, install, maintain, use or operate poles, overhead wires and associated overhead structures.

15.29.060 Other exceptions.

This chapter and any resolution adopted pursuant to PGMC 15.29.030 hereof shall, unless otherwise provided in such resolution, not apply to the following types of facilities:

(a) Any municipal facilities or equipment installed under the supervision and to the satisfaction of the city engineer;

(b) Poles, or electroliers used exclusively for street lighting;

(c) Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited;

(d) Poles, overhead wires and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of 34,500 volts;

(e) Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building without crossing any public street;

(f) Antennas, associated equipment and supporting structures, used by a utility for furnishing communication services;

(g) Equipment appurtenant to underground facilities, such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts;

(h) Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects.

15.29.070 Notice to property owners, utility companies.

Within 10 days after the effective date of a resolution adopted pursuant to PGMC 15.29.030 hereof, the city clerk shall notify all affected utilities and all persons owning real property within the district created by the resolution of the adoption thereof. The city clerk shall further notify such affected property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all

necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission.

Notification by the city clerk shall be made by mailing a copy of the resolution adopted pursuant to PGMC 15.29.030, together with a copy of this chapter, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

15.29.080 Responsibility of utility companies.

If underground construction is necessary to provide utility service within a district created by any resolution adopted pursuant to PGMC 15.29.030 hereof, the supplying utility shall furnish that portion of the conduits, conductors and associated equipment required to be furnished by it under its applicable rules, regulations, and tariffs on file with the commission.

15.29.090 Responsibility of property owners.

(a) Every person owning, operating, leasing, occupying or renting a building or structure within a district shall construct and provide that portion of the service connection on his or her property between the facilities referred to in PGMC 15.29.080 and the termination facility on or within the building or structure being served, all in accordance with applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission. If the above is not accomplished by any person within the time provided for in the resolution enacted pursuant to PGMC 15.29.030 hereof, the city engineer shall give notice in writing to the person in possession of such premises, and a notice in writing to the owner thereof as shown on the last equalized assessment roll, to provide the required underground facilities within 10 days after receipt of such notice.

(b) The notice to provide the required underground facilities may be given either by personal service or by mail. In case of service by mail on either of such persons, the notice must be deposited in the United States mail in a sealed envelope with postage prepaid, addressed to the person in possession of such premises at such premises, and the notice must be addressed to the owner thereof as such owner's name appears, and must be addressed to such owner's last known address as the same appears on the last equalized assessment roll, and when no address appears, to General Delivery, city of Pacific Grove. If notice is given by mail, such notice shall be deemed to have been received by the person to whom it has been sent within 48 hours after the mailing thereof. If notice is given by mail to either the owner or occupant of such premises, the city engineer shall, within 48 hours after the mailing thereof, cause a copy thereof, printed on a card not less than eight inches by 10 inches in size, to be posted in a conspicuous place, on said premises.

(c) The notice given by the city engineer to provide the required underground facilities shall particularly specify what work is required to be done, and shall state that if the

work is not completed within 30 days after receipt of such notice, the city engineer will provide such required underground facilities, in which case the cost and expense thereof will be assessed against the property benefited and become a lien upon such property.

(d) If upon the expiration of the 30-day period, the required underground facilities have not been provided, the city engineer shall forthwith proceed to do the work; provided, however, if such premises are unoccupied and no electric or communications services are being furnished thereto, the city engineer shall in lieu of providing the required underground facilities, have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to said property. Upon completion of the work by the city engineer, he or she shall file a written report with the city council setting forth the fact that the required underground facilities have been provided and the cost thereof, together with a legal description of the property against which such cost is to be assessed. The council shall thereupon fix a time and place for hearing protests against the assessment of the cost of such work upon such premises, which time shall not be less than 10 days thereafter.

(e) The city engineer shall forthwith, upon the time for hearing protests having been fixed, give a notice in writing to the person in possession of such premises, and a notice in writing thereof to the owner thereof, in the manner hereinabove provided for the giving of the notice to provide the required underground facilities, of the time and place that the council will pass upon such report and will hear protests against the assessment. Such notice shall also set forth the amount of the proposed assessment.

(f) Upon the date and hour set for the hearing of protests, the council shall hear and consider the report and all protests, if there be any, and then proceed to affirm, modify or reject the assessment.

(g) If any assessment is not paid within five days after its confirmation by the council, the amount of the assessment shall become a lien upon the property against which the assessment is made by the city engineer, and the city engineer is directed to turn over to the assessor and tax collector and record with the county recorder a notice of lien on each of the properties on which the assessment has not been paid. The assessment shall be due and payable at the same time as the property taxes are due and payable, and if not paid when due and payable, shall bear interest at the rate of six percent per annum.

15.29.100 Responsibility of city.

The city shall remove at its own expense all city-owned equipment from all poles required to be removed hereunder in ample time to enable the owner or user of such poles to remove the same within the time specified in the resolution enacted pursuant to PGMC 15.29.030 hereof.

15.29.110 Extension of time.

In the event that any act required by this chapter or by a resolution adopted pursuant to PGMC 15.29.030 hereof cannot be performed within the time provided on account of shortage of materials, war, restraint by public authorities, strikes, labor disturbances, civil disobedience, or any other circumstances beyond the control of the actor, then the time within which such act will be accomplished shall be extended for a period equivalent to the time of such limitation.

15.29.120 Enforcement.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and may be prosecuted pursuant to Chapter 1.16 PGMC.

15.30 Utility Encroachments in Public Rights-of-Way

NA

15.40 Refuse and Storage Containers on City Streets

15.40.010 Definitions.

For the purpose of this chapter the following terms shall apply:

“City” shall mean the city of Pacific Grove.

“Large refuse containers” shall mean refuse containers in excess of 100-gallon capacity used for collection of garbage, rubbish and/or refuse, which containers are kept on or placed for collection on any city streets, roadway or alley.

“Storage containers” shall mean any container, storage unit, shed-like container, “portable on-demand storage structures (PODS),” or other portable structure that can be or is used for any purpose and is placed on any public street, roadway or alley.

15.40.020 Permit required for storage container or refuse container on city street.

(a) No person shall cause or allow a large refuse container or storage container to be placed on any city street, roadway or alley without first obtaining a permit from the city.

(b) Before placing a large refuse container or storage container on any city street, roadway or alley a person must submit an application and receive a permit from the police department. An insurance certificate providing liability insurance in the amount of $100,000 provided by the company supplying the refuse container or storage container must accompany the permit application. The fee for such permit shall be set forth by the city council.

15.40.030 Permits for storage containers.

Storage container permits will be granted for a period of seven days. At the expiration of the seven-day period applicants may seek a one-time extension of their permits for an additional seven days by submitting an extension application for cause to the police department. Permit fees and any fee for extension thereof will be set forth by resolution of the city council. No applicant shall be granted more than two storage container permits within any 12-month period. An extension of a permit shall be deemed to be a second permit. Only one refuse container or storage container unit may be placed pursuant to a permit and permits shall not be granted so as to run either concurrently or consecutively except in the case of an extension.

15.40.040 Permits for large refuse containers.

Large refuse container permits will be granted for a period of seven days. At the expiration of the seven-day period, applicants may seek a one-time extension of their permit for an additional seven days by submitting an extension application for cause to the police department. Permit fees and any fee for extension thereof will be set forth by resolution of the city council. No applicant shall be granted more than two refuse container permits within any 12-month period. An extension of a permit shall be deemed to be a second permit. Only one refuse container unit may be placed pursuant to a permit and permits shall not be granted so as to run either concurrently or consecutively except in the case of an extension.

15.40.050 Permitted use with a valid building permit.

(a) The provisions of this chapter shall not apply to the use or placement of construction refuse containers or storage containers pursuant to a valid building permit.

(b) Persons obtaining a building permit from the city must receive approval from the police department and the community development department for the location and duration of the placement of the refuse container and/or storage container prior to the issuance of said building permit. There shall be no fees associated with the approved placement of the construction refuse container or the storage container with a valid building permit if said container is placed on private property.

RESOLUTION NO. 23-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE FINDING THE PARKLET PROGRAM IS CATEGORICALLY EXEMPT PROJECT UNDER CEQA GUIDELINES AND ESTABLISHING PARKLET GUIDELINES

FINDINGS

1. Parklets repurpose public space, such as on-street parking, into areas that allow use either by local business for restaurant or retail purposes, and also to provide public community space; and

2. In response to the Covid-19 pandemic, the City implemented a temporary Parklet Program that authorized temporary outdoor dining and retail activities in public spaces, including approving the development of temporary parklets in on-street parking locations based on specified development and safety requirements; and

3. Parklets have allowed City businesses to continue to operate in a safe manner during the Covid-19 pandemic by providing a space for outdoor dining and retail activity; and

4. Parklets have also increased pedestrian activity in the downtown, and have played an important role in activating and enlivening the downtown area; and

5. Based on the success of the City's temporary parklet program, the City has adopted an updated Encroachment Ordinance to provide for the establishment of parklets pursuant to a ministerial encroachment permit; and

6. The City desires to adopt guidelines for the establishment, required standards, and operation of parklets ("Parklet Guidelines"); and

7. The City Council held a duly noticed public hearing on April 5, 2023; and WHEREAS, the City Council finds that the Parklet Guidelines are consistent with the goals and policies of the City's General Plan to preserve, maintain, and enhance the character and quality of life in Pacific Grove; and are consistent with the City's Climate Action Plan since it will encourage pedestrian use of the downtown area and utilize outdoor spaces; and

8. The City Council finds that that adoption of the Parklet Guidelines is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c), as a minor alteration to existing public or private facilities because the actions identified in the program are limited to the permitting, leasing, and minor alteration of existing public facilities, including existing streets, sidewalks, bicycle and pedestrian trails, which would not result in the creation of additional automobile lanes. The program would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of City right-of-way, as the uses included in the program would not vary from the current uses of commercial businesses, residential areas, or public access within the City's right-of-way. The proposed project consists of allowing minor site alterations to create temporary ancillary outdoor dining areas or curbside/storefront pick-up areas for existing retail businesses and restaurants. Moreover, encroachment permits issued annually would remain temporary, not permanent uses and subject to initial and annual ministerial approval under a Parklet Program. The project would not have a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Monterey in accordance with CEQA Guidelines.

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

1. The above findings are true and correct and incorporated herein by reference.

2. The City Council adopts the Parklet Guidelines attached as Exhibit A to this Resolution, which Guidelines may be administered consistent with the City Municipal Code Title 15.

All parklet installations must be consistent with the Parklet Guidelines, unless otherwise provided in the City Municipal Code.

4. The Parklet Guidelines shall be immediately effective upon the adoption of this Resolution.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 5th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED: _____
BILL PEAKE, Mayor

ATTEST: _____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

DRAFT

CITY OF PACIFIC GROVE

PARKLET AND OUTDOOR DINING PROGRAM GUIDELINES

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1. PURPOSE

The City of Pacific Grove parklet program attempts to facilitate a partnership between the City of Pacific Grove and the public to safely delineate and repurpose certain spaces within public streets that have historically been utilized for functions such as on street parking. Through the placement of parklets within the public right-of-way and the implementation of associated safety measures, parklets could reprogram public space through the inclusion of amenities such as seating and dining. Collectively, parklets broaden the potential for the public right-of-way and create vitality and activity in the City's commercial districts.

This Guideline is an overview of the goals, policies, processes, procedures associated with the creation of parklets within the public right-of-way. Applicants and designers in the City of Pacific Grove are strongly encouraged to read this Guideline in its entirety when they are first thinking about proposing a parklet and utilize it as a reference as the project moves through the design, permitting and construction phases. Understanding what the program is attempting to achieve and the process and regulations for a successful parklet may reduce the time it takes to receive a permit and will likely result in a superior design.

The Parklet Program Guidelines focuses on activating space within the public right-of-way that generally falls within the curb zone as depicted in "Figure 1 – Frontage Zones". Proposals to activate exterior spaces within the "frontage zone" described on this exhibit or on private property fall under separate approval and permitting processes and any applicant attempting to activate these areas should first contact the Community Development Department.

2. DEFINITIONS

- "Private Parklet in the Public right-of-way" means a temporary, non-structural platform constructed within the traveled portion of right-of-way that replaces one or more parallel, perpendicular, or diagonal parking space(s) and all associated furnishings. A platform may be built to bring the grade of the sidewalk out into the street. Once the platform is installed, furnishings such as tables, chairs, benches, bike parking, and/or landscaping may be placed on the platform. Parklets must be placed in the Curb Zone as described in *Figure 1 - Frontage Zones*. City staff can make alternative dimensional requirements based on site conditions. The owner of a private parklet may limit the use of the parklet to members of the public who patronize the sponsoring business.

- "Existing Parklet" means a parklet that obtained the required encroachment permit during the temporary parklet program period.

- "New Parklet" means a parklet that has not ever received any type of encroachment permit or city approval to operate.

- "Shared Space" means underutilized areas of public streets or areas of the public right-of-way not specific to parking uses or defined a pedestrian or vehicular travel ways.

- "Through Zone" means the unobstructed area of sidewalk where primary pedestrian circulation occurs. The Through Zone shall always remain free and clear of physical obstructions.

- "Frontage Zone" means the sidewalk area between the Through Zone and the front of the adjacent property/building which may accommodate pedestrian oriented activities or sidewalk dining.

- "Furnishing Zone" means the area between the Through Zone and the Curb Zone where streetscape amenities such as planter boxes, streetlights and tree wells are typically located.

- "Curb Zone" means the area located between the Furnishing Zone and the vehicular or bicycle travel lane and defines the boundary between the pedestrian realm and the roadway. The Curb Zone only exists in areas that contain parallel, perpendicular, or diagonal public parking along the curb line.

- "Sidewalk dining" means Tables, chairs, benches, umbrellas, waiter stands, barriers, tray stands, planters, trash receptacles, and other furniture normally associated with dining (collectively hereafter, for convenience, "furniture") may be placed on the sidewalk but shall not be placed to obstruct the minimum unobstructed pedestrian travel width of the sidewalk defined as a minimum of five feet. All applicable Americans with Disabilities (ADA) requirement minimums shall be met. Sidewalk dining furniture placed on the sidewalk shall be of a consistent design and employ similar materials and colors as approved by the city to complement all other approved sidewalk furniture and fixtures, such as streetlights and bicycle racks, throughout the city.

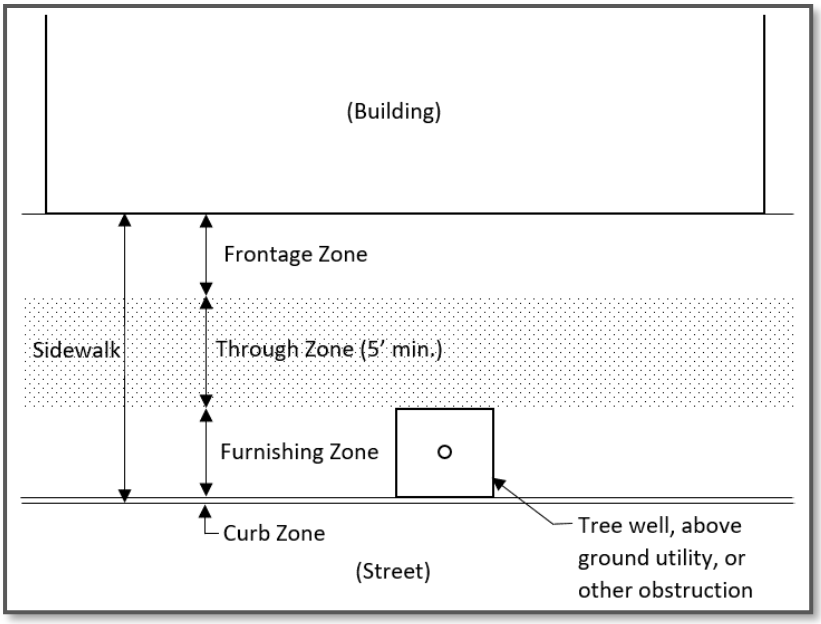


Figure 1 - Frontage Zones

3. LOCATION CRITERIA

- The first step associated with the development of a Parklet is to select the appropriate location. All applicants must request a site meeting with City staff to establish and agree to the location.

- Parklets can be sited along the curb line on streets where on-street parking spaces exist. They may be in any location where there are or would be space(s) for on street parallel, diagonal or perpendicular parking. Parklets can be considered in metered or unmetered spaces and the location must first be approved by City staff. They may take a maximum of two (2) parking spaces which are located in front of the associated business.

- All locations must be approved by City staff prior to an encroachment permit application being accepted. City staff does have the authority to make exceptions when a hardship exists.

4. GENERAL OVERVIEW

- It is the responsibility of the permittee to ensure that the Parklet always remains in compliance with this Guidelines, the conditions of the permit and the requirements set forth in Chapter 15 of the Pacific Grove Municipal Code. Regular maintenance activities should be performed per the required Maintenance Plan. The area should be kept clean and inviting for members of the public. The Parklet must also experience continuous use and must always be associated with an operating business. Specific conditions will be added to the permit that allow for an immediate revocation of the permit if the Parklet does not experience continues use for more than 20 calendar days or if the sponsoring business is no longer operating. Staff may extend this deadline.

- Parklet shall not create an unsafe condition by limiting necessary line of sight from driver to signage, traffic, or pedestrians.

- Applicant to be responsible for any damage to City property including, but not limited to, streets, curbs, sidewalks, gutters, and catch basins.

- Access to the main doors and exit doors to adjacent businesses must be maintained to the public right of way for emergency access and egress per the uniform building code. A continuous parklet throughout the frontage of a business (es) with no access to the businesses is not allowed.

- Parklets shall provide compliant disability access in accordance with current uniform building code standards and shall be in compliance with American Disability Act (ADA) standards.

- Parklets are not permitted in bus stops. They may be located adjacent to bus stops if adequate clearances and sight distance is provided, as determined by the Department of Public Works.

- The applicant shall apply for and receive an approved encroachment permit from the Department of Public Works and encroachment agreement from CDD prior to starting any construction of the Parklet or work in the City's right of way.

- Installation of this temporary Parklet is at Permittee's own expense and risk.

5. PARKLET REQUIREMENTS

- The City of Pacific Grove Community Development Department (CDD) is responsible for ensuring that Parklets are well designed, safe and a positive addition to the public right-of-way. CDD's Building division will be your primary point of contact throughout the design, permitting and construction phases. City staff will assist with the resolution of any design issues, if necessary, and will ensure that Parklets reflect the goals and intent of the program.

- The Parklet design must ensure visibility to passing traffic and pedestrians and not create a visual barrier.

- The Parklet shall be visible by motorists, pedestrians and members of the public utilizing the public right of way.

- A minimum 36" ADA accessible entryway to the Parklet must be maintained.

- Self-initiated removal: If the applicant decides to no longer use the Parklet, or the permit has expired, the applicant is responsible for removing the Parklet and all related elements and restoring the public right-of-way to its original condition. Failure to remove the Parklet and/or restore the road will result in forfeiting the maintenance deposit. Applicants shall reimburse the City for any costs to remove the Parklet and/or restore the road that exceed.

- Tents are not allowed.

- It is the applicant's responsibility to acquire an appropriately licensed contractor to complete the installation. The contractor will be responsible for implementing any necessary traffic or pedestrian controls needed to keep the area safe during construction. City inspectors will review all work performed under the permit.

- Parklet applications will be reviewed against the current codes, polices and standards in effect at the time of parklet application submittal. The Guidelines mention specific requirements that are addressed in Federal, State and Local municipal codes in effect at the time of publication. Although the Guidelines will be revised in the future to address new code adoptions, there may be times in which the Guidelines do not accurately describe all applicable code requirements.

- The use of sound amplification in the outdoor dining area or Parklet is allowed but shall be limited to the hours of dining service, and in no event shall be allowed before 10:00 a.m. or after 10:00 p.m. Without a permit pursuant to PGMC 11.94.010 it shall be impermissible to operate or cause to operate or suffer or permit the operation of sound-amplifying device under any circumstances whereby sounds therefrom become audible and disturbing to a person or persons beyond the boundaries

of the dining area or Parklet on which the amplification occurs.

- As part of the initial review process, the City will determine any conflicts with future programed City sponsored capital improvement projects. The City may reject or delay the initial permit approval, or the extension of any existing permits, if a Parklet conflicts with any scheduled City street scape improvement or utility projects.

6. PARKLET DESIGN ELEMENTS

- The decking material shall be durable, non-reflective, slip resistant, devoid of any tripping hazards and shall withstand outdoor conditions. Surface materials shall not be prone to corrosion and shall be able to withstand power-washing when needed.

- The parklet should have a notable, defined edge along the side of the parklet facing the roadway and adjacent parking stalls. Depending on the context, the edge should be between 30 and 42 inches in height on the street side.

- Continuous opaque walls higher than 42 inches that allow views into the parklet from the surrounding streetscape are allowed. However, narrow support pillars/columns or posts may be built above 36 inches to mount lighting fixtures, lighting strings, or speakers.

- Canopies - A canopy is defined as a structure or architectural projection of rigid construction over which a covering is attached that provides weather protection, identity or decoration. Canopies are not encouraged and cannot fully enclose the space and must allow for adequate air flow. Enclosure amounts cannot exceed 50% of the total vertical facade. Canopies must comply with current regulations. All canopy material must be fire resistant.

- Umbrellas - Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of the umbrella shall be less than eighty-four (84) inches above the parklet or walking surface.

- Parklets shall include seating. Seating can be integrated in a variety of creative ways. Seats can be a part of the structure, planters, or creative features within the parklet. Seating and tables can also be movable as well. This seating can be removed and stored at the end of the day or locked with cables to the parklet structure.

- Moveable seating must stay within the parklet. It is the responsibility of the restaurant to make sure patrons are not moving seats onto the sidewalk and blocking the right of way.

- Signs are allowed provided the sign area does not exceed 6 square feet and does not impact traffic or presents a hazard. (24 inches by 36 inches). Illuminated signage is not allowed. Sign copy is limited to business identification. The signage should correlate in design with the signage on the primary building.

7. OUTDOOR DINING

- Outdoor dining, not to exceed eight seats and four tables, will be permitted adjacent to the building of a permitted restaurant . A 4'0" clearance must be maintained on the sidewalk between the tables and chairs and the curb at all times. Typically if a business has a parklet, outdoor dining next the building would not be allowed, unless it was shown that the four foot clearance can be maintained at all times for sidewalk pedestrians. The actual number of tables and chairs will depend on the number that fit, given the linear footage of the storefront. The entrance of the restaurant must remain clear of tables and chairs at all times.

8. STREET AND SIDEWALK CURB INTERFACE; DRAINAGE AND UTILITIES

- The Parklet shall not be built upon or over the curb and sidewalk.

- The Parklet must have a seamless connection to the existing curb to meet ADA requirements. The maximum horizontal gap between the curb and the Parklet surface shall be 1/2 inch; The maximum vertical gap shall be 1/4 inch.

- Parklets may not block a hydrant. If there is a fire hydrant in or around the proposed Parklet location, the design must be approved by the Monterey Fire Department.

- Parklets may not be constructed over (or block) utility access panels, manholes, water valves, storm drains, or fire hydrant shut-off valves. Applicants must maintain at least 3' (three) clearance to any utility, including but not limited to those mentioned previously. Access may require that a Parklet permitee temporarily remove all or a portion the constructed parklet.

- Parklets should allow for curbside drainage flow. The applicant shall provide a plan showing the proposed design of the Parklet with sufficient detail acceptable to the city. An ADA-rated transition strip drain may be required to be placed between the curb and parklet decking along the entire length to ensure positive drainage off Parklet and sidewalk. The Parklet may not impede the flow of storm water in the street curb and gutter. The applicant's plan may include minimum 6" gap from the face of the curb or other drainage systems as long as the storm water on the roadway is not impeded by the Parklet openings at either end of the Parklet may be covered with screens to prevent debris buildup beneath the platform and in the gutter. Roof drains from the property which deliver stormwater flow to the curb and gutter shall be addressed with the applicant's design and shall include a utility box to access the drainage systems for cleaning.

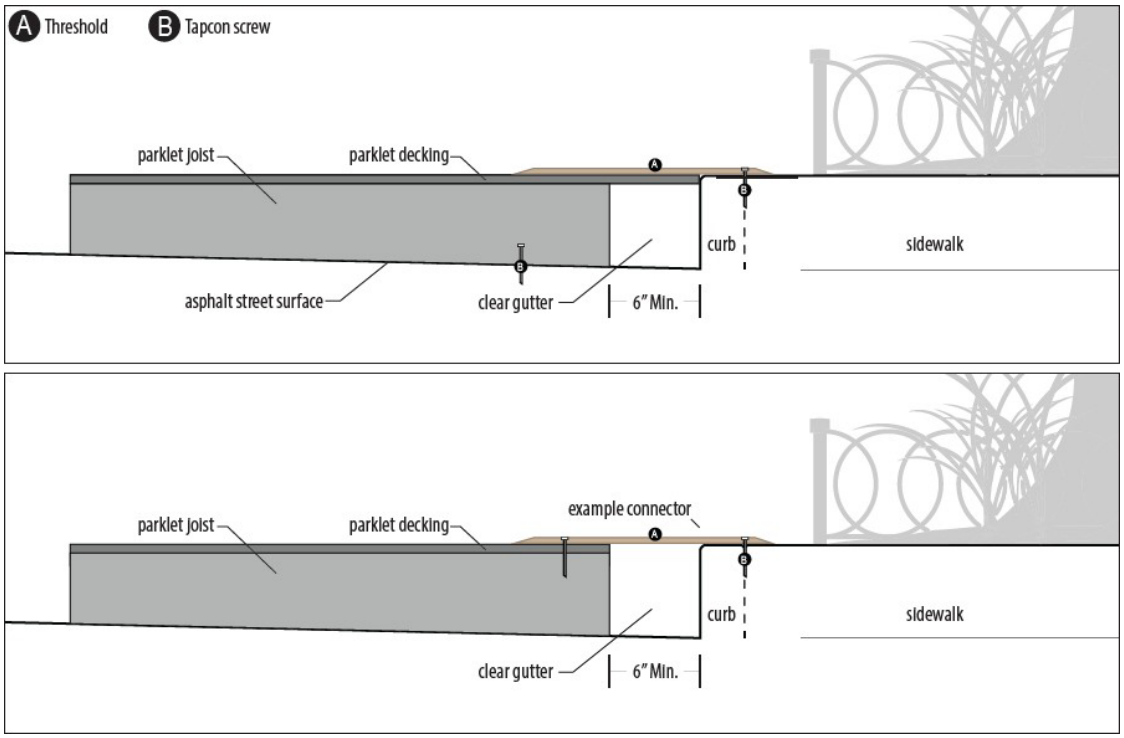
- It is the responsibility of the Parklet permittee to clean the Parklet drainage system to prevent any backup of storm water. All Parklets must provide access through the Parklet platform or threshold to the gutter adjacent to the curb.

- The transition grated bridge strip requirement may be waived by Public Works depending on site conditions (i.e. longitudinal sloping).

- Business owners are fully responsible for assuring that their platforms and other outdoor features are constructed and maintained in a manner that allows the free flow of water and does not result in flooding.

- Parklet shall not cause ponding in the street, gutter nor sidewalk.

- Parklet owners are required to clean and test the Parklet storm drain systems prior to December 1st of each year to make sure they are functioning correctly.



9. APPLICATION AND PERMITTING PR0CESS – Permit and Renewal Process

- Parklet Encroachment Permits will be issued for a 12-month period. The applicant will be eligible to apply for a renewed encroachment permit prior to the permit expiration. An approved renewal will result in the issuance of a new Encroachment Permit. The following required prior to approving the renewal:
    - Encroachment Permit – Renewal Processing Fee
    - Encroachment permit application completed.
    - Certificate of Insurance with City of Pacific Grove as additional insured
    - Submit a parklet /outdoor dining maintenance plan.
    - May require a water permit.
    - A seating and site plan will be required.

10. PERMIT FEES

- Processing, plan review, public noticing and inspection fees will be applied to all new parklet applications. A renewal fee will also be applied to the annual renewal of any approved Parklet Encroachment Permit. Fees shall be established by City Council and can be found in the city fee schedule.

11. ADDITIONAL REQUIREMENTS

12. Monterey Regional Water Management District

- The installation of a Private Parklet **MAY** result in an increase in the restaurant seat count or useable square footage associated with the business operation. Please contact the district at (831) 658-5600 for the current requirements.

13. California Coastal Commission

- If a parklet is located in coastal zone, a Coastal Development Permit may be required. This review will be part of the encroachment review process.

14. California Alcoholic Beverage Control (ABC)

- Applicants shall comply with all applicable ABC regulations regarding alcohol use for their establishment within the parklet. The issuance of an Encroachment Permit does not constitute any ABC or Zoning approvals for alcohol use by the City. Applicants are solely responsible for securing a valid ABC license to allow/extend business operations within the encroachment area.

15. Parklet Proposed in Shared Space

- Most Parklets will be installed within existing public parking spaces located along a public street. In certain situations, the street and sidewalk are configured in a fashion that creates additional areas in the public right- of-way that are not used for sidewalks, parking, or vehicular travel lanes. Installations within Shared Space will need to incorporate unique features to conform to the available area and the Guidelines may not accurately describe all the specific requirements. An applicant wishing to install a Parklet within a Shared Space must consult with the City's Community Development Department prior to submitting formal applications.

16. Fire Protection

- Clear access must be always provided to fire hydrants and fire department connections (FDC). Parklets and/or sidewalk dining must be placed at least 3' from any existing fire hydrant or fire department connection (FDC). Parklets may not impede any aerial access to adjacent structures. A reduced separation from hydrants and FDCs may be approved by the Fire Marshal in areas where the orientation of the existing fire hydrant or the surrounding features reduces the access impacts that an adjacent Parklet would normally create.
- A fire extinguisher shall be placed in close proximity to every Parklet. This may be placed inside the restaurant.

17. Insurance

- The permittee operating the parklet and the contractor performing the physical improvements in the public right-of-way will be required to secure a policy of broad form commercial general liability insurance by an insurer acceptable to the City. The policy shall, by endorsement, name the City of Pacific Grove, its officers, agents, employees, and volunteers as additional insured and shall protect them from claims for personal injury, death, or property damage suffered by third persons and arising out of the work performed pursuant to the permit or the manner of installation or construction. Workers' Compensation insurance shall also be maintained to meet minimum state requirements.
- The amount of liability insurance coverage shall be a minimum of $1,000,000 per occurrence and $2,000,000 aggregate or $1,000,000 aggregate if the policy separately applies to the permitted project.

G. Final decision

- Once the application has been reviewed and it meets the set criteria, an encroachment permit will be issued. If the project does not meet the criteria either a correction notice will be issued or a denial letter. If the applicant wants to appeal this decision they must follow the process set forth in Title 15.

H. LIGHTING

- Lighting is allowed and encouraged. Self-contained low-voltage systems, such as solar or battery-powered lights, are a good choice.
- Lighting shall not be directed towards the roadway to unintentionally cause glare for vehicles.
- Lights can be a wonderful way to create ambiance within the parklet. Lights can be installed within the parklet and over the sidewalk by incorporating a post element into your parklet design railing treatment.
- A lighting plan must be submitted with the permit request and must include specific locations of anchor points, type of wall anchors proposed for installation, size of lateral cabling, and where the electricity is being drawn from (interior of building or exterior of building) if not solar or battery operated.
- Additional detailing will be required for the proposed construction of the overhead lighting support system to show how lateral bracing is provided.
- All lighting must meet electrical code and energy code requirements. All lighting types, lighting controls and the routing of the electrical should be clearly indicated on an electrical plan.
- Electrical connections - All wiring and electrical cords must be exterior rated, GFCI protected,

and UL listed. Cords must not create tripping hazards on the sidewalk. If the cords cross above the sidewalk, they must provide a minimum clearance of 10 feet above the sidewalk and the platform of the Parklet. The use of adapters is prohibited. Generators are not allowed in association with Parklets.

13. FIRE PROTECTION

- Clear access must be always provided to fire hydrants and fire department connections (FDC). Parklets and/or sidewalk dining must be placed at least 3' from any existing fire hydrant or fire department connection (FDC). Parklets may not impede any aerial access to adjacent structures. A reduced separation from hydrants and FDCs may be approved by the Fire Marshal in areas where the orientation of the existing fire hydrant or the surrounding features reduces the access impacts that an adjacent parklet would normally create.

14. MAINTENANCE PLAN

- Permit holders are required to keep the parklet well maintained and in good repair. Permittee's must develop a Maintenance Plan for keeping the Parklet free of debris and garbage. Parklet owners are also required to sweep the area surrounding the Parklet and keep it litter.

- A Maintenance Plan must be provided describing maintenance activities intended to keep the seating area clean and inviting for the community. The plan should address maintenance, cleaning procedures, landscaping maintenance (if applicable), and pest control.

- Parklets, outdoor dining, and outdoor retail areas shall be maintained free of litter, refuse, and debris. The area shall be scrubbed and mopped to remove any food or drink stains on a daily basis by the permittee.

- The Parklet is required to be well maintained and be in good condition as outlined in the terms and conditions of the Parklet/Outdoor Dining/Outdoor Retail Permit and Encroachment Permit and License Agreement (Attachment). Parklet owners are required to develop a maintenance plan for keeping the Parklet free from debris, grime, and graffiti, and to ensure any plants remain in good health and not grown in a manner that would obstruct visibility of the adjacent travel lane and/or intersections.

- Restaurants are required to sweep the sidewalk and roadway area immediately surrounding the Parklet and to keep it litter-free. Sweeping material, garbage, and any material from the Parklet into the roadway and sidewalk are not allowed.

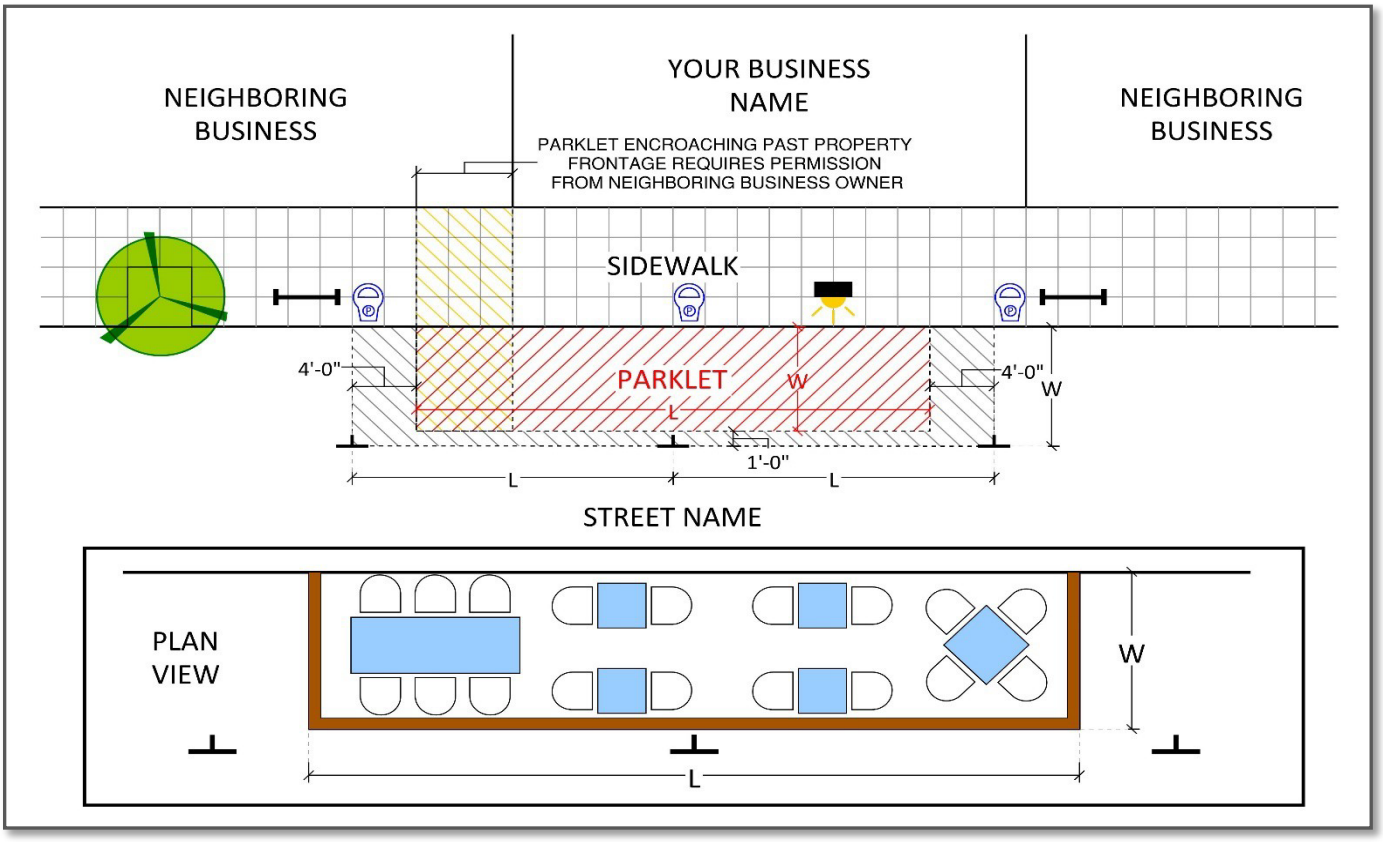
- The applicant is required to clean the area under the platform at least once a month.

- Parklet proponents shall be responsible for all maintenance, keeping Parklets clean, ensuring drainage is maintained, no non-stormwater discharge from parklet.

15. PERMIT SUSPENSION or REVOCATION

- The applicant must always operate the Parklet in a safe and sanitary fashion. The City reserves the right to suspend or revoke the permit at any time consistent with Title 15 of the City Code.

Sample Final Site Plan



City of Pacific Grove

MASTER FEE SCHEDULE
FISCAL YEAR 2022-23

Adopted April 20, 2022

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ACCT #	GENERAL ADMINISTRATION	F/Y 22-23 Fees
	The City may bill for special services, such as support for special events, cleanup of hazardous materials spills, protection of public property and public safety due to unusual events. Billings may be waived or reduced by action of the City Manager.	Based on total actual direct and indirect costs
01-4406	Document Photocopy and Report Fees (Soft or Hard) (per page)	$0.25
01-4406	Digital Production - CD, DVD, Flash drives for PRA information requests and presentations at meetings by the public (City will not allow the use of flash drives provided by the public for reasons of virus protection)	Actual Cost
01-4406	Notary fees (per signature)	
	* Unless otherwise specified in Government Code § 8211	$15.00 per signature
01-4513	Returned check processing (per item)	$25
01-4534	Credit Card Payment Processing Fee	
	$1.00 - $50.00	$2
	$51.00 - $100.00	$3
	$101.00 - $200.00	$5
	$201.00 - and up @ 4% of charged amount	4% of charged amount
	Transient Occupancy Taxes may not be charged on a credit card	
01-4406	Copy of Annual Budget or Annual Financial Report	Actual Costs
01-4121	Business License Administration Fee, per License	
	If paid by August 1 (on time payment/standard)	$21
	If paid after August 1 (late payment)	$47
01-4674	City Hall Facility Rental Fees:	
	Security Deposit (SECURITY)	$67
	Clean-up Fee	Actual Costs
	Special Audio Visual Equipment Use Deposit	$267
	Council Chambers – first four hours of use	$141
	per hour after four hours	$35
	Forest Avenue Conference Room – first four hours	$55
	per hour after four hours	$14
	City Manager Conference Room – first four hours	$111
	per hour after four hours	$29
01-4516	Fuel sales to outside agencies	Cost + 10%
	Water entitlement rights - Per Acre Foot Per Year	$250,000 AFY
	Water entitlement rights - Per one tenth (.10) Acre Foot Per Year.	$25,000 per .10 AFY
	Water entitlement rights 30% discount expires 06/30/23	
	Water entitlement rights application processing fee.	$461
	Tobacco Retailer License	$400

ACCT #	GENERAL ADMINISTRATION	F/Y 22-23 Fees
	FILMING FEES	
	Use of Public Areas for Motion Picture and Still Photography Productions (PGMC §16.64.030), Daily Fee Calculated for 100% Cost Recovery and Approved by the Administrative Services Director (May be reduced not more than 50% with City Manager approval)	
	Minor Film Permit This is a permit would primarily apply to still photography and really minor filming applications such as little or no crew. This type of permit typically would only require review from Police Personnel with little to minimal involvement from other departments.	$154
	Mid-Level Film Permit This is a permit that would primarily apply to a major photoshoot or minor commercial filming application. It would require coordination between Police Personnel and Parks and Recreation staff for use of City property.	$523
	Major Film Permit This is a permit that would primarily apply to a major commercial filming - Movies or Television shows. It could be productions that would require building stages, sites with unique environmental or location conditions; or crews with crews of 30 or more personnel. This type of application review would require significant review and input from a variety of City staff, including Police, Fire, Parks and Recreation, and Public Works.	$851
	Land Lease for Filming (Fee subject to negotiation; fee study and recommended baseline amounts are provided for reference, parking lots may be charged by space)	.15 / square foot per hour
	The City Manager may decrease fees set forth in this schedule if s/he determines that the cost of providing a particular service will be substantially less than the normal cost of such service or if programs or services are reduced.	
	The City may, at its discretion, choose to apply a late payment fee to outstanding amounts due to the City that remain unpaid thirty days after the due date. The penalty will be set at 10% of the amount owed, but no less than $25.	Min. $25

ACCT #	CITY CLERK	F/Y 22-23 Fees
01-4406	CLERK CERTIFICATION	
	Certification of Pacific Grove Residency and or Proof of Life, per person	$15 per signature
	Certification of Documents (Per document)	$15
01-4406	PUBLIC RECORDS	
	Copies standard 8.5" x 11", black and white (ordinances, resolutions, campaign finance and economic statements)	0.10 per page
01-4513	ELECTIONS	
	Under certain circumstances, the City must collect fees as prescribed by other governing bodies, such as the Fair Political Practices Commission (FPPC). The City has no control over these fees.	
	Nomination Papers Filing Fee (EC Section 10228)	$25
	Candidates Statement Filing	Set by County
	Intent to File Initiative (EC Section 9202(b))	$200
	Late filing fee per late day (As set forth by State)	$10
01-4513	MISCELLANOUS	
	Administrative Records (Compilation/Creation)	Actual Costs
	Appeal Fee (Beautification, Traffic Commission, all others not listed elsewhere)	$44
	Annual Subscription Service: Agenda and Minutes	$29
	Agenda only	-

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
75-4481	CEMETERY SITE SALES	
	Single Burial Site, Adult	$4,812
	Single Burial Site, Child	$2,408
	Double Garden Crypt-In Ground	$8,336
	Urn Garden, Double-In Ground	$3,596
	Urn Garden, Single-In Ground	$2,251
	Urn Sites, Other than Urn Garden	$2,438
	Urn Sites–Double Other than Urn Garden	$3,998
	Urn Sites - Triple	$4,297
	Columbarium Niche (1-4 urns)	$7,991
75-4482	Unit 1 – Mausoleum Single Niche	$3,185
	Unit 1 – Mausoleum Double Niche	$6,243
	Unit 1 – Mausoleum Single Crypt	$15,046
	Unit 2 – Mausoleum Double Niche	$6,243
	Unit 2 – Mausoleum Single Crypt	$15,045
	Unit 2- Mausoleum Double Crypt	$27,604
	Unit 2- Mausoleum Memorial Garden – per urn	$328
75-4481	New Columbarium (1 - 4 urns)	$7,991
75-4481	Memorial Wall Plaque Site	$70
86-4480	ENDOWMENT CARE	
	Burial Site, Adult	$1,139
	Burial Site, Child	$585
	Double Garden Crypt	$1,139
	Urn Garden, Double	$701
	Urn Garden, Single	$626
	Urn Sites, Other than Urn Garden (In Ground, per Urn)	$626
	Urn Sites, Double - Other Than Urn Garden	$701
	Urn Sites - Triple	$1,139
	Columbarium Niche	$765
	Mausoleum Single Niche	$701
	Double Niche	$765
	Unit 2- Mausoleum Memorial Garden	$128
	Mausoleum Crypt	$765
75-4484	LABOR CHARGES	
	Grounds Maintenance - One Time Fee Excluding Memorial Garden Sites and Child Sites	$1,169
	Grounds Maintenance - One Time Fee for Memorial Garden Sites	$293
	Grounds Maintenance - One Time Fee for Child Sites	$585

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Open/Close Burial Site, Adult	$1,996
	Open/Close Burial Site, Child	$993
	Open/Close Double Garden Crypt (1st opening)	$1,857
	Open/Close Double Garden Crypt (subsequent opening)	$1,717
	Set In-Ground Marker	$562
	Set In-Ground Marker with Border	$840
	Set In-Ground Urn and Marker	$854
	Set In-Ground Urn and Marker with Border	$1,062
	Set or Remove In-Ground Vase	$170
	Set In-Ground Vase with Border	$377
	Add border to marker after original placement	$562
	Add border to vase after original placement	$413
	Remove In-Ground Urn & Marker or In-Ground Urn & marker with Border	$274
	Remove In-Ground Marker or In-Ground Marker with Border	$338
	Open Mausoleum Niche Unit 1 for inurnment	$993
	Place plaque or vase on Unit 1 Mausoleum Niche at inurnment	$207
	Place/Remove plaque or vase on Unit 1 Mausoleum Niche after inurnment	$551
	Replace Vase Holder (Unit 1 Niche & Columbarium) - vase holder cost plus one & one-half hour labor	$238 + Vase Pkg
	Remove Urn - Unit 1 Niche	$274
	Open Mausoleum Niche Unit 2 for inurnment	$786
	Place plaque or vase on Unit 2 Mausoleum Niche at inurnment	$244
	Place/Remove plaque or vase on Unit 2 Mausoleum Niche after inurnment	$446
	Replace Vase Holder (Unit 2 Niche, New Columbarium) – vase holder cost plus one hour labor	$170 + Vase Pkg
	Remove Urn - Unit 2 Niche	$274
	Open Columbarium Niche to Place Urn	$1,133
	Place/Remove Plaque or Vase on Columbarium niche at Inurnment	$139
	Place Plaque or Vase on Columbarium niche after Inurnment	$621
	Remove Urn - Columbarium Niche	$308
	Open New Columbarium Niche to Place Urn	$647
	Place Plaque or Vase on New Columbarium niche	$170
	Remove plaque or urn from New Columbarium niche	$170

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Open Mausoleum Crypt for inurnment	$924
	Open Mausoleum Crypt for burial	$1,480
75-4484	LABOR CHARGES	
	Open Underground Unit 2 Mausoleum Crypt for Burial	$1,758
	Place Plaque or Vase on Mausoleum Unit 1 Crypt at Burial	$207
	Place Plaque or Vase on Mausoleum Unit 1 Crypt other than at Burial	$446
	Place plaque or vase on Mausoleum Unit 2 Crypt at Burial	$139
	Place Plaque or Vase on Mausoleum Unit 2 Crypt after Burial	$601
	Open Memorial Garden Site (place urn)	$491
	Place Plaque on Memorial Garden Site/Memorial Wall	$170
	Remove Urn from Memorial Garden Site	$377
	Remove Plaque from Memorial Garden Site/Memorial Wall	$446
	Remove Niche/Crypt Slug	$308
	Replace Cracked Mausoleum Granite Plate (Unit 1)	$170 + Plate Cost
	Place Cameos	$170 Per Hour
	Marker Rubbing	$120 Per Hour
	Disinter Casket, Double Garden Crypt (lower level)	$1,486
	Disinter Casket, Double Garden Crypt (upper level)	$1,340
	Disinter In-Ground Casket, Child	$924
	Disinter In-Ground Casket, Adult	$1,340
	Pallbearers – weekdays only	$294
	Saturday Service (4-hour minimum at overtime rate)	$586
	Hourly Rate (2-hour minimum)	$90 Per hour, per staff person - Minimum 2 staff for 2 hours ($360)
	Overtime Hourly Rate (2-hour minimum)	$98 Per hour per staff person - Minimum 2 staff for 2 hours ($392)
75-4481	DEED PROCESSING	
	Deed Fee	$243
	Replacement Deed Fee	$36
	Deed Transfers, Document Processing Fee	$243
	CA Disposition of Human Remain permit fee	$13

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Endowment transfer fee: Upon transfer, the party transferring deed shall pay the difference between the endowment care rate paid with initial deed and the current endowment care rate.	
	Grounds Maintenance One-Time Fee. Upon transfer, the new site owner shall pay the one-time Grounds Maintenance Fee based on the type of burial site.	
75-4481	PRODUCTS	
	Adult Liner, Single	At Cost
	Liner, Double Garden Crypt (taxable portion) (Pre-set – charge sales tax only)	At Cost
	Child Liner, Single	At Cost
	Vase Package – in-ground	At Cost
	Vase Package – Columbarium	At Cost
	Vase Package – Mausoleum Unit 1	At Cost
	Vase Package B58– Mausoleum Unit 2 crypts	At Cost
	Vase Package – Mausoleum Unit 2 niches	At Cost
	Vase Package – New Columbarium	At Cost
	Vase Holder - In-Ground	At Cost
	Vase Insert - In Ground	At Cost

(1) The City Manager has the ability to approve a 10% resident discount on Cemetery Site sales only for a specified period of time during the year. This discount would be included in an advertisement and designed to assist with advance planning.

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
01-4413	GENERAL PLAN AND ZONING AMENDMENTS	
	General Plan Amendment (Actual Cost – Minimum fee plus hourly fee)	$5,513
	General Plan Update	5% of permit fee
	Zoning Ordinance Amendment (Actual Cost – Minimum fee plus hourly fee)	$2,753
01-4401	SUBDIVISIONS	
	Tentative Tract Map - Base	$2,495
	Tentative Tract Map - Per Lot	$302
	Final Tract Map - Base + Recording Fee	$2,495
	Final Tract Map - Per Lot	$386
	Lot Line Adjustment	$2,058
	Final Parcel Map (plus recording fees)	$2,180
	Tentative Parcel Map - Base	$2,180
	Lot Mergers	$2,073
	Certificate of Compliance (Min. fee plus hourly fee if more than 12 hours required plus applicable attorney fees)	$2,073
01-4407	ENVIRONMENTAL REVIEW	
	Environmental Impact Report (EIR)* - This represents a deposit for staffing time for a full EIR. All staff time will be charged at the fully-burdened rate against the deposit, along with all publishing and noticing costs	50% of EIR cost
	Exemption*	$302
	Initial Studies/Mitigated Negative Declaration*	$6,699
	Mitigation Monitoring	$4,938
	Negative Declaration Addendum	$4,938
	* Filing fees by external agencies not included	
01-4607	Environmental Enhancement Fund (Fund 5)	$2.40/sq. ft.
01-4401	USE PERMITS	
	Use Permit and Amendments – Single Family	$1,991
	Use Permit and Amendments – Multi-Family, Commercial, Institutional, all other uses (Actual cost – Minimum fee plus hourly fee)	$3,248
	Interpretations of Permitted Uses Lists	$1,337
	Major administrative use permits	$1,305
	Minor administrative use permits	$1,287
01-4401	ARCHITECTURAL REVIEW	
	Architectural Permit – Single Family	$3,318

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Architectural Permit – Multi-Family four units or less	$4,060
	Architectural Permit - Multi-Family five units or more	$4,580
	Architectural Permit - Multi-Family units, each additional unit above the initial five units	$1,765
	Architectural Permit - Commercial, Industrial, Institutional, all others. 10,000 sq. ft. or less	$3,432
	Architectural Permit - Commercial, Industrial, Institutional, all others. 10,001-50,000 sq. ft.	$5,093
	Architectural Permit - Commercial, Industrial, Institutional, all others. 50,001-100,000 sq. ft.	$10,287
	Architectural Permit - Commercial, Industrial, Institutional, all others. Over 100,000 sq. ft.	$13,095
	Administrative Architectural Permit	$1,597
	Administrative Design Change	$1,597
01-4402	COUNTER REVIEW PERMITS	
	Counter Review & Determination - no new square footage (Plus hourly fee if more than ½ hour required)	$230
	Counter Review & Determination - new square footage (Plus hourly fee if more than 3 hours required)	$932
	Zoning Confirmation for Business License Permit	$160
	Massage Permit Application	$160
01-4403	SIGN PERMITS	
	Downtown Sign Permit	$595
	Administrative Sign Permit	$932
	Sign Permit	$2,437
01-4754	HISTORIC REVIEW	
	Historic Demolition Permit	$5,218
	Off-site relocation permit	$5,218
	Historic Resources Inventory Determinations (Additions/Deletions)	$1,995
	On-site relocation permit	$2,609
	Historic Preservation Permit	$1,887
	Initial Historic Screening	$491
	* Historic Determination are not eligible for multiple permit discounts.	
01-4401	VARIANCES	
	Variances and Amendments	$2,771

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Administrative Variances and Amendments	$1,549
01-4401	STORMWATER	
	Tier 3 and 4 – 15,000 square feet of impervious surface or greater (incl. 2 reviews)	$1,754
	Tier 2 – 5,000-15,000 square feet impervious surface (incl. 2 reviews)	$1,169
	Tier 1 – 2,500-5,000 square feet impervious surface	$735
	Each subsequent Tier 2 review	$515
	Inspection Fee	$137
	Annual Inspection and re-inspection	$205
	Each subsequent Tier 1 review	$324
01-4401	APPEALS	
	Appeals of enforcement and zoning ordinance interpretations	$2,652
	Appeals/hearings of planning permits	25% of base permit fee or $1,136 whichever is greater + noticing costs
	Request for Zoning Administrative Hearing or Decision	10% of base permit or $544.00, whichever is greater + noticing costs
	Appeal fees for Coastal Development Permits are waived.	
01-4401	OVERLAY FEES	
	Area of Special and Biological Significance	5% of permit fees
	Butterfly Buffer	5% of permit fees
01-4401	NOTICING	
	Mailing	Actual Cost
	Publishing	$379

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
01-4401	COASTAL DEVELOPMENT PERMITS	
	Waiver of De Minims Development plan permit	$2,338
	Single Family Residence up to 1,500 square feet	$2,338
	Single Family Residence over 1,500 square feet	$4,093
	Multi-family Residential	$2,839 plus $965 per unit
	Commercial or Industrial up to 10,000 sq. ft.	$5,847
	Commercial or Industrial 10,001- 50,000 sq. ft.	$11,691
	Commercial or Industrial 50,001- 100,000 sq. ft.	$58,458
	Commercial or Industrial over 100,000 sq. ft.	$116,917
	Grading less than 100 cubic yards	$585
	Grading 101- 10,000 cubic yards	$2,338
	Grading 10,001- 100,000 cubic yards+B16	$4,676
	Grading greater than 100,000 cubic yards	$9,353
	Lot Line Adjustment	$2,338
	Subdivision	$2,338 per lot
	Emergency Permit	$1,754
	Amendment	50% of base permit fee
	Temporary Event	$2,923
	Extension - Fee may be waived, if permit is subject to Water Waiting List	25% of base permit fee
01-4123	TRANSIENT USE LICENSES	
	Initial STR Application Review	$413
	Application Renewal	$253
	Annual License	$680
	Home Sharing License Annual Renewal	$191
	Initial Home Sharing License Application Review	$349
	Transient License Change or Reprint Fee	$32
01-4503	CODE ENFORCEMENT	
	Abandonment or purchase of City property	$3,514
	Abandoned Property Registration Fee	$223
	Investigation fees, Code violations (Actual Cost)	Actual Cost
01-4503	VACANT PROPERTIES	
	Inspection per property (min. or actual cost)	$168
	Registration per property	$168
01-4406	COPIES	
	Copies, hard and soft (scanned)	0.25 per page
01-4401	MISCELLANEOUS	
	Certificate of Use and Occupancy	$765

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	County Filing Fees	As determined by County
	Density bonus	$2,265
	General File Research	$64
	Hourly Fee	$130
	Inquiry Fee	$364
	Miscellaneous Project Review/Document Preparation	$231
	Multiple Permits for Single Family residential applications only. Highest fee no discount; all lower fees discounted 25%	For single family applications only
	Outdoor Sidewalk Dining Permit	$438
	Sidewalk Vendor Permit	$49
	Permit Extension (Fee may be waived if permit is subject to Water Waiting List)	25% of permit base fee
	Pre-Application Meeting / Preliminary Project Review	$269
	Records Management and Retention (per file)	$58
	Rental Property Registration	$238
	Revocable License for Encroachments (plus hourly fee after 2 hours)	$870
	Statement of Compliance (hourly fee if more than 4 hours required)	$491
	Tree Permit with Development	$296
	Tree Permit with Development Violation	$251
	ABC License Review Fee	$183
01-4425	ANIMAL REGULATION - KEEPING AND BREEDING PERMITS - §10	
	Animal Keeping Permit	$182
	Animal Keeping Permit Annual Renewal	$44
	Commercial Breeding Permit, Cats	$155
	Commercial Breeding Permit, Dogs	$155
	Incidental Breeding Permit, Cats (per litter)	$77
	Incidental Breeding Permit, Dogs (per litter)	$77
	MISCELLANEOUS SERVICES	
01-4521	Tree Permit - Single Tree Removal or Single Tree Trimming	$68
	Tree Permit – For each additional tree removal and/or trimming	$31
	Tree Permit Application Fee	$100
01-4207	Tree replant in-lieu fee	$859
15-4701	HOUSING FEES	
	Rehabilitation & Sewer Loan Payoff Demand - Per Statement	$127
	Reconveyance Fee	$193
	County Recording Fee (billed by Monterey County Recorder)	Actual Cost

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
15-4701	HOUSING REHAB LOAN FEES (CalHOME Loan Funded Projects)	
	Loan Processing	$2,078
	Underwriting	$639
	Property Tax Verification	$64
	Loan Document Preparation – SFD	$375
	Loan Document Preparation – Manufactured Housing	$446
	Inspection To Determine Scope of Work (Actual Cost)	$276
	Contractor Selection (Actual Cost)	$276
	Development of Work Write-up & Specifications (Actual Cost)	$2,638
	Project Bidding (Actual Cost)	$1,285
	Progress Inspection/Payment Authorization (Actual Cost)	$138
15-4701	AFFORDABLE HOUSING MONITORING - ANNUAL FEE PER HOUSEHOLD	
	Affordable Units (New description to include all property addresses listed above)	$127
	Registered Units	$127
	BUILDING AND PERMITTING FEES	
ACCT. #	PLAN CHECK	
01-4203	Electrical Permit (not requiring plan check)	$146
	Plumbing Permit (not requiring plan check)	$146
	Mechanical Permit (not requiring plan check)	$146
	Solar voltaic system	$316
	Non-Structural Plan Review (hourly not included in larger project)	$141
	Structural Plan Review (hourly not included in a larger project)	$173
01-4404	Plan Checking — A combination permit fee shall be payable in cases of new construction in lieu of the separate fees. A plan review fee equal to 75 percent of the fee for single-family residential projects and 90 percent of the permit fee for all other projects shall be paid at the time of submitting plans and specifications for review. Permit fees shall be based on the value of improvements as follows:	
	Plan review extension	$715 per 90 days after the first 180 days
01-4203	CONSTRUCTION INSPECTION	
	Combination Permit:	
	Value up to $500.00	$135
	Value of $501.00 to $2,000.00(first $500.00)	$135

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Value of $501.00 to $2,000.00 (each additional $100.00 or fraction thereof)	$11
	Value of $2,001.00 to $25,000.00 (first $2,000.00)	$286
	Value of $2,001.00 to $25,000.00 (each additional $1,000.00 or fraction thereof)	$47
	Value of $25,001.00 to $50,000.00 (first $25,000.00)	$1,297
	Value of $25,001.00 to $50,000.00 (each additional $1,000.00 or fraction thereof)	$33
	Value of $50,001.00 to $100,000.00 (first $50,000.00)	$2,086
	Value of $50,001.00 to $100,000.00 (each additional $1,000.00 or fraction thereof)	$20
	Value of $100,001.00 to $500,000.00 (first $100,000.00)	$3,198
	Value of $100,001.00 to $500,000.00 (each additional $1,000.00 or fraction thereof)	$16
	Value of $500,001.00 to $1,000,000.00 (first $500,000.00)	$10,318
	Value of $500,001.00 to $1,000,000.00 (each additional $1,000.00 or fraction thereof)	$15
	Value of $1,000,001.00 and up (first $1,000,000.00)	$18,355
	Value of $1,000,001.00 and up (each additional $1,000.00 or fraction thereof)	$9
	Single Permit:	
	Value up to $500.00	$120
	Value of $501.00 to $2,000.00(first $500.00)	$117
	Value of $501.00 to $2,000.00 (each additional $100.00 or fraction thereof)	$6
	Value of $2,001.00 to $25,000.00 (first $2,000.00)	$222
	Value of $2,001.00 to $25,000.00 (each additional $1,000.00 or fraction thereof)	$33
	Value of $25,001.00 to $50,000.00 (first $25,000.00)	$942
	Value of $25,001.00 to $50,000.00 (each additional $1,000.00 or fraction thereof)	$21
	Value of $50,001.00 to $100,000.00 (first $50,000.00)	$1,508
	Value of $50,001.00 to $100,000.00 (each additional $1,000.00 or fraction thereof)	$15

ACCT. #	COMMUNITY DEVELOPMENT	Proposed F/Y 22-23 Fees
	Value of $100,001.00 to $500,000.00 (first $100,000.00)	$2,285
	Value of $100,001.00 to $500,000.00 (each additional $1,000.00 or fraction thereof)	$11
	Value of $500,001.00 to $1,000,000.00 (first $500,000.00)	$7,309
	Value of $500,001.00 to $1,000,000.00 (each additional $1,000.00 or fraction thereof)	$10
	Value of $1,000,001.00 and up (first $1,000,000.00)	$12,622
	Value of $1,000,001.00 and up (each additional $1,000.00 or fraction thereof)	$6
	The Valuation for new construction shall be the full cost (labor and materials) of the construction or a minimum of $250 per square foot (for a combination permit including plumbing, mechanical, electrical and building).	
	On-site storm water management plan review and inspection (assumes non-Low Impact Development; includes plan review of 1-hour and the required field inspections.)	$391
	Additional fee if LID requirements or additional time required, per hour	$130
	Building Permits Extension	$1,197 per 90 days after first 180 days
01-4203	OTHER INSPECTIONS AND REVIEWS	
	The following are minimum hourly fees. If the total cost to the City is greater than the fees shown below, the actual cost shall be recovered. This cost shall include supervision, overhead, equipment, the hourly wages and benefits of the employees involved: and reimbursement for any professional services that are directly related to the inspection or review.	
	Inspections outside of normal business hours (4 hour minimum)	$339
	Re-inspection fees assessed under provisions of CBC § 108.8	$228
	Inspections for which no fee is specifically indicated including but not limited to Historic preservation inspection fees	$142
	Traffic control plan review	$179
	Change of Street Address	$179
	Alternate methods of construction (hourly fee, 2 hour minimum)	$359
	Owner/building surcharge in addition to permit fee	20%
	Electric Vehicle Charging Station - residential	$264

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Electric Vehicle Charging Station - commercial	$449
	Temporary Occupancy	$359
	ASBS Stormwater Inspection Fee min. deposit (Fee calculation of 26 rainy season inspections)	$3,538
	Stormwater Annual Post-Construction BMP Inspection	$205
	Additional plan review due to changes/additions/revisions to approved plans per hour (1/2 hour min.)	$110
01-4404	Wireless Encroachment / Public Right of Way Permit.	$502
01-4203	Grading Inspection (hourly fee, 1-hour minimum)	$110
	Grading Plan Checking (hourly fee, ½-hour minimum)	$110
01-4203	Excavation Review/Inspection (except utility companies)	$276
	Residential Zoning Records Report (RZRR) & Sewer Lateral Report (combined)	$346
	Sewer Lateral Report Review	$147
	Investigative fee for work without proper City permits	Cost equal to the permit cost plus staff time to investigate
01-4203	Excavation and Inspection Services	
	Inspections for which no fee is specifically indicated (per hour with a ½-hour minimum)	$130
	Encroachment permit: street opening/excavation	$249
	Encroachment permit: driveway	$257
	Encroachment permit: sidewalk	$170
	Encroachment: temporary (e.g., building construction requiring scaffolding in Right-of-Way	$257
	Encroachment permit: permanent underground (e.g. utility line)	$257
	Encroachment permit: permanent above ground (e.g. retaining wall, fence, etc.)	$257
	Encroachment permit, annual charge for permanent above-ground encroachment (e.g. retaining wall, fence, etc.)	$3.55/ sq. ft.
	Encroachment permit hourly processing fee, if more than 2 hours review or inspection required.	$130
	Annual encroachment permit (Encompasses up to 40 utility openings per year)	$9,259

ACCT. #	FIRE	F/Y 22-23 Fees
	FIRE PREVENTION	
01-4436	Fire Inspection/Permit Required Due to Materials, Processes, or Occupancies	
	Engine Company Inspections (internal inspection)	No Charge
	Engine Company Inspections - First re-inspection	No Charge
	Engine Company Inspections - Subsequent re inspections	$98
	Fire Prevention Bureau Inspections -initial inspection	No Charge
	Fire Prevention Bureau Inspections - First re-inspection	No Charge
	Fire Prevention Bureau Inspections - Second re-inspection	$108
	Fire Prevention Bureau Inspections - Third re-inspection	$217
	Fire Prevention Bureau Inspections - Fourth & each re-inspection	$542
	Annual Day Care Inspection (Six or more children)	$71
	Community Care Facility Inspections	
	Pre-Inspection Fee < 25 Occupants	$155
	> 25 Occupants	$265
	Fire Clearance Fee 7 – 50 Occupants	$155
	> 50 Occupants	$265
	Annual Inspection Fee 7 – 50 Occupants	$155
	> 50 Occupants	$265
	High Rise Inspection	$1,095
	Fire Plan review and inspections, trade show set-up review	$71
	Fire hydrant flow test (per hydrant)	$82
	Fireworks permit	$204
	Special Event Tent/Canopy permit < 200 square feet (during regular business hours; after hours inspection fees vary based on overtime rates)	
	400 - 1,000 square feet	$152
	1000 – 2,000 square feet	$210
	>2,000 square feet	$265
	Unauthorized Work	Double Permit Fee
	Unauthorized Occupancy	$108
	Fire Department Review of Building Plans, Residential	10% of Building Plan Check Fee

ACCT. #	FIRE	F/Y 22-23 Fees
	Fire Department Review of Building Plans, Commercial	20% of Building Plan Check Fee
	Project Consultation Fee	Fully Burdened Cost
	Expedited Plan Checks	Fully Burdened Cost
	Fire Service Underground systems: Plan Check/Inspection/Flush (includes plan review, inspection, permit approval, Flush system)	$1,095
	Fire Sprinkler System Plan Review Fee - Internal	$0
	Plan Review & Inspection (1-5 heads) in-house review	$465
	Plan Review & Inspection (6-180 heads), in-house review	$885
	Plan Review & Inspection (>181 heads), in-house review	$885
	Fire Protection System Plan Check Fees-Automatic Fire Sprinkler System > 180 Heads (external review), i.e. new system	$714+ contractor cost
	Fire Sprinkler System Plan Review Fee (External)	$465 + contractor cost
	Fixed Fire Extinguishing Systems (Hood & Duct, Spray Boot and Clean Agent) — New System	$885
	Fixed Fire Extinguishing Systems (Hood & Duct, Spray Boot and Clean Agent) — Alerations, relocation, or addition	$570
	Fire Alarm System Review	$658
	Fire Alarm System Review – (external review)	Variable
	Liquid Petroleum Gas (LPG) Installation, Review & Inspection	$255
	Medical Gas Review & Inspection	$255
	Special Events Stand-By (Fire)	Actual Costs
	Hazardous Materials Response	Actual Costs
01-4502	Penalty if appointment is made for a system test or inspection and contractor/developer (or their representative) is not ready and did not call to cancel/reschedule.	Actual Costs
	DUI Response	Fully Burdened Cost
	ADMINISTRATIVE ACCOUNTS	
	Fire Alarm System False Alarm Response	

ACCT. #	FIRE	F/Y 22-23 Fees
01-4439	First call in 12-month period - No charge	$0
	Second call in 12-month period	$21
	Third call in 12-month period	$33
	Fourth call in 12-month period	$65
	Fifth call in 12-month period	$108
	6th and all subsequent calls	$542
01-4439	Vehicle Rates - Based on CA Office of Emergency Services (OES) Rates (updated by the OES annually) – Charged per incident *(Rates updated to reflect OES rates)*	
	Sedan	$119
	Pickup/Utility	$135
	SUV	$194
	Van	$191
	Other-Rescue) – ¾ ton and above	$224
	POV (Privately Owned Vehicle) Rate per mile	$0.585
	Apparatus GPM Hourly Rates:	
	1 – 1,000 (E6433)	$127
	1,501 – 2,000 (T 6474)	$140
	HYPERBARIC CHAMBER	
04-4609	Carbon Monoxide Treatment	$1,127
	Standard Hyperbaric Treatment for Decompression Illness (first 5 hours)	$6,323
	Standard Hyperbaric Treatment Extensions (per each 75 minutes of extended treatment)	$598
	Facility Use Fee - Per Hour - In lieu of Treatment Fees (First hour)	$1,265
	Fees not paid within a reasonable period of time will be subject to the City's late payment fee.	Min. $25

ACCT. #	LIBRARY	F/Y 22-23 Fees
01-4455	OTHER FEES AND RENTALS	
	Photocopies (per black & white copy)	$0.15
	Photocopies (per color copy)	$0.25
	Computer printout (per page)	$0.15
01-4455	CARD REPLACEMENT	
	Replace borrower’s card	$3
01-4455	LOST /DAMAGED MATERIAL REPLACEMENT/REPAIR	
	Re-cataloging/processing charge for lost book or recording	$3
	Charges for lost or damaged items will be made at "Cost, replacement price " as listed in the item record of the Koha Library Catalog.	Actual Cost

ACCT. #	POINT PINOS LIGHTHOUSE	F/Y 22-23 Adult Fees	F/Y 22-23 Children 7-17 Fees
01-4451	Pt. Pinos Lighthouse Entrance Fee (Suggested Donation)	$5	$2
	Private Lighthouse Tour Fee (Tours organized by schools and non-profit entities are not subject to Lighthouse Fees.)		$135 based on 2 hour fully burden rate of one staff memeber cost + admission fees based on participants

ACCT. #	POLICE	F/Y 22-23 Fees
01-4426	PARKING ENFORCEMENT, MUNICIPAL CODE VIOLATIONS	
	14.08.010 Parking on ice plant	$48
	14.12.010 Parking on golf course	$268
	14.12.020 Violation to turf – Golf Course/Park	$64
	16.12.055 Tamper with chalk marks	$125
	16.32.130 Parking on park grounds	$48
	16.40.030 Storing vehicle on street	$48
	16.40.040 Storing vehicle on street - Removal by Police	$125
	16.40.045 Overnight Parking of Oversize Vehicles or Trailers (10pm-5am)	$48
	16.40.050 Parking for repair	$48
	16.40.060 Parallel parking	$48
	16.40.070 Parallel parking, one-way street	$48
	16.40.080 Parallel parking, one-way roadway	$48
	16.40.110 Angle Parking	$48
	16.40.130 Angle Parking/12” from barrier	$48
	16.40.160 Parking Adjacent to Schools - Sign Compliance	$48
	16.40.170 Parking On Narrow Streets	$48
	16.40.185 Parking on North Side of Mermaid Avenue	$48
	16.40.190 Failure to Set Parking Brake	$91
	16.40.200(b) Parking Within 20’ of Intersection	$48
	16.40.260 Temporary No Parking	$48
	16.40.210 Peddlers, vendors - Unlawful Parking	$48
	16.40.280 City Lots, Angle Parking	$48
	16.40.290 City Lot, Use of Single Space Only	$48
	16.40.300 City Lots, Reserved Spaces	$48
	16.40.360(a) No Parking – Red Zone	$48
	16.40.360(b-d) Curb markings – yellow/white/green	$48
	16.40.360(f) Handicapped Zone	$350
	16.40.430 Blocking Alley	$48
	16.40.500 Bus Zone	$48
	16.40.510-535 Overtime Parking or Evasion of Parking Restrictions	$48
	16.40.540 Parking in Business District	$48
	16.40.550 No Parking Anytime	$48
	16.40.555 No Parking Certain Hours	$48
	16.40.560 No Parking 4 am-6 am	$48
	16.40.575 Parking - Commercial Vehicle in Residential 2:00 AM to 4:00 AM	$48
	16.40.580 Parking, Over Marked Space	$48
	16.40.585 Parking in Privately Owned Lots	$48
	16.40.610 Displaying Vehicle for Sale	$48
	16.41.040 Resident Parking	$48

ACCT. #	POLICE	F/Y 22-23 Fees
	16.42.100(a) Meter Violation – expired	$48
	16.68.020 No tour bus parking	$268
	16.68.030 Parked bus with engine running	$268
	18.36.030 House Cars on Private Property	$48
	18.36.040 House Cars on Streets /Public Property	$48
01-4501	5200 (a) No Front Plates	$48
	5204 (a) No Current Tab Displayed	$48
	4000 (a) Expired Registration	$48
	21211 (b) Parking in bicycle path	$48
	2500.1 Parked in Fire Lane	$125
	22500(a) Parking in intersection	$48
	22500(b) Parking in crosswalk	$48
	22500(e) Parking driveway	$48
	22500(f) Parking on sidewalk	$48
	22500 (g) Obstructing Traffic	$48
	22500(h) Double parking	$48
	22500 (i) Blocking Wheelchair Access	$350
	22502(a) Parking more than 18” from curb or on wrong side of roadway	$48
	22505 (e) (1) Parked Wrong Way on One Way	$48
	22507.8(a) Unauthorized parking in Handicapped zone	$350
	22507.8 (c) (2) Parked in Crosshatched Portion of Disabled Space	$350
	22514 Park, stop or leave vehicle within 15 feet of Fire hydrant	$48
	22515 Unattended Vehicle with Engine On	$48
01-4502	Parking Citation Late Fee (If Not Paid or Contested within 21 Days)	$25
01-4502	Correctable Code Violation - Admin Fee	$10
01-4502	MUNICIPAL CODE VIOLATIONS	
	Municipal Code Violation - 1st Violation	$100
	Municipal Code Violation - 2nd Violation within 1 year	$200
	Municipal Code Violation - Each Additional Violation within 1 year	$500
	Municipal Code Violation Late Fee (If Not Paid or Contested within 30 Days)	$25
01-4204	ANIMAL REGULATION — DOG LICENSES - PGMC § 10.04.010	
	Annual Dog License Fee, Altered Dog	$22
	Annual Dog License Fee, Unaltered Dog	$50
	Dog License, Delinquent Penalty (after 30 days)	$26
	Dog License, Replacement Tag	$10
01-4425	ANIMAL REGULATION - IMPOUND FEES - PGMC § 10.04.100	
	Impound Fee (Initial Impound) Licensed & Altered	No Fee
	Impound Fee (2nd & Subsequent) Altered	$85

ACCT. #	POLICE	F/Y 22-23 Fees
	Impound Fee (Initial Impound) Unaltered	$85
	Impound Fee (2nd & Subsequent) Unaltered	$171
	Boarding Fee, per day PG Kennels	$41
	Boarding Fee, transported to SPCA	$172
	ALARM REGISTRATION & RESPONSE	
01-4429	Alarm Registration	$36
	Alarm Renewal (within 30 Days of Alarm Permit Expiration Date)	$5
01-4504	False Alarm - First Response - Unpermitted Alarm	$143
	False Alarm - First Response	No Fee
	False Alarm - Second Response	$61
	False Alarm - Third Response	$171
	False Alarm - Fourth Response	$283
	False Alarm - Fifth and Subsequent Response	$397
	Duress/Panic/Robbery Alarm Violation	$341
	Late Fee (if not paid within 30 days)	$27
01-4502	ADMINISTRATIVE AND MISCELLANEOUS	
	Accident Report, Compilation and Copying (per report)	$10
	Booking Fee	$30
	Clearance Letter – No Record on File	$35
	Clearance Letter – Record on File	$46
	Crime Report, Compilation and Copying (per report)	$11
	Information Report, Compilation and Copying (per report)	$5
	Evidence Video Reproduction	$43
	Fingerprint Processing (Live Scan administration)	$30
	Removal of Traffic Boot	$134
	Repossession Receipt	$16
	Sign-off of tickets by other agencies	$17
	Vehicle Release Fee	$227
01-4205	PARKING PERMITS & FEES	
	Contractor's Parking Permit, Monthly	$42
	Parking Meter Rate per Hour	$2
	Public Parking Lot Permit Processing, Delinquency Penalty	$27
	Public Parking Lot Permit, Annual	$386
	Public Parking Lot Permit, 12-Month, TRANSFERABLE	$491
	Public Parking Lot Permit, Monthly	$42

ACCT. #	POLICE	F/Y 22-23 Fees
	Residential Parking Permit Processing, per permit, Annual	$11
	Temporary Overnight Parking Permit Program - Initial Residential Registration	$25
	Temporary Overnight Parking - 72 Hour Resident Permit	$4
	Temporary Overnight Parking Permit - Weekly - Exemption	$95
	Temporary Overnight Parking Permit - Annual - Exemption	$397
	Timed Space - Daily	$5
01-4421	POLICE RESPONSE - DUI, Peace Disturbance, Social Hosting, & Special Events	
	Police Commander Hourly Rate	$210
	Police Sergeant Hourly Rate	$201
	Police Officer Hourly Rate	$177
	Police Services, Animal Control & Parking Enforcement Community Service Officer Hourly Rate	$149
	Patrol Vehicle Hourly Rate	$61
01-4201	MISCELLANEOUS PERMITS & DEPOSITS	
	Amplified Sound Permit	$85
	Drone Permit Fee - Daily	$22
	Drone Permit Fee - Annual	$83
	Firearms Storage: Administrative Release Fee	$425
	Garage Sale Permit Processing	$10
	Massage Permit	$25
	Refuse Container or Storage Container Permit	$56
	Refuse Container or Storage Container Permit Renewal/Extension	$29
	Transportation of Large Structure deposit – variable fee based on size/type of structure - unused portion to be reimbursed	$214
	Transportation of Large Structure permit – per structure	$609

ACCT. #	PUBLIC WORKS FEES	F/Y 22-23 Fees
01-4445	MISCELLANEOUS FEES	
	Requested Special Traffi Review (Personnel time to be charged based on time and hourly rate)	Charged at hourly rate per contract
	Banner Installation and Removal (Downtown Street Lights) per pole	$45
	Memorial Bench [(1)] Fee represents labor costs associated with installing the bench. Materials for bench are charged at the additional actual cost.	$428
	Memorial Bench maintenance (5 years)	$552
	Memorial Tree Fee represents labor costs associated with the planting the tree. Tree to be charged at cost. This cost will be in addition to the labor fee.	$997
	Tree Permit violation (minimum $200 or cost of tree replacement or $1,000)	Min. $208
	Annual Solid Waste Exemption Application	$92
	Trash receptacle left on sidewalk/street Violation PGMC 9.16.030	$88
	Tree Appeal	$225
	Newsrack Annual Application Fee	$58
	Newsrack Program Fee Half Rack	$38
	Newsrack Program Fee Full Rack	$80
	Electrical Vehicle Charging Stations	Equivalent to PG&E Peak Demand Rate (kWh) for Business Electric Vehicle Rate Plans, BEV-1
01-4445	Equipment Use Charges (when responding to emergencies on private property)	
	Current FEMA Schedule of Equipment Rates https://www.fema.gov/media-library/assets/documents/136901 (Personnel to be charged based on time and hourly rate)	
	Standard size barricade, each per day ($100 deposit required)	$3
	Four-foot delineator, each per day ($100 deposit required)	$4
	Eight-foot barricade, each per day ($100 deposit required)	$11
	18-inch traffic cone, each per day ($100 deposit required)	$3
	24-inch traffic cone, each per day ($100 deposit required)	$3
	Temporary Directional Signage Per Day	$3
	Temporary Parking Signage Per Day	$2
(1) The Memorial Bench is charged at the listed fee, plus the actual cost of the bench.		

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4467	PRE-SCHOOL (MONTHLY FEES)		
	2 Days Per Week	$188	$207
	3 Days Per Week	$296	$328
	5 Days Per Week	$482	$536
01-4462	YOUTH SPORTS	$94	$103
01-4463	PROGRAMS		
	Full Day Youth Camp (5 day week)	$188	$207
	Full Day Youth Camp (4 day week)	$150	$167
	Full Day Youth Camp (3 day week)	$111	$124
	Daily Drop-In (per Day)	$43	$47
01-4462	YOUTH CENTER PROGRAM		
	Membership (per Semester) provides free daily admission & discount at Dances	$76	$76
	Membership (for the School Year) provides free daily admission & discount at Dances	$129	$128
	Daily Admission	$2	$2
	Dance Admission	$10	$10
01-4467	SWIMMING (during the Summer Season)		
	Progressive Swim Lessons, 8 class sessions, per child	$78	$88
	Private Swim Lessons, per class, per child per 20 minute lesson	$36	$41
	Semi-private Swim Lessons, per class, per child (2 students required) per 20 minute lesson Group Swim Lessons	$20	$22
	Recreational Swimming: Lovers Point, (After Lessons - 2:30 - 4:30) Monday-Thursday	$3	$3
	Recreational Swimming: Lovers Point, (during full-day offering noon - 4:30) mostly Friday, Saturday, Sunday & Holidays	$5	$6
	Family Card (50 Lovers Point Swims Monday-Thursday, or 25 Lovers Point Swims on Fri, Sat, Sun & Holidays)	$85	$95
	Private use of swimming pool (rental fee per hour) Subject to Rental Policies	$107	$180
01-4462	OTHER PROGRAMS, CONTRACTUAL AGREEMENTS		
	Contractual Agreements for Recreational Programs in Facilities and Parks	Contract	Contract
	Adult Contract Recreation Programs	Contract	Contract
	Youth Special Trips/Excursions (85% of cost)	Contract	Contract
	The City Manager or his designee may reduce Recreation fees based on unanticipated reductions in activity days/hours.		

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4670	FACILITY RENTAL		
	Programs, activities, or events that are co-sponsored by the Pacific Grove Recreation Department and non- profit recreation organizations are not subject to facility rental fees. The City also does not charge facility rental fees for official City of Pacific Grove activities and those of any other public agency that has a reciprocal use arrangement with the City.		
	Picnic Facility Reservation Permit: Caledonia, George Washington, Arnett Park, and similar Picnic Facilities		
	1 – 50 persons	39	66
	51 + persons	94	163
	Court Reservation Fees: Volleyball, Basketball, Tennis and Pickleball	$21	$39
	Parks/Facilities Reservable (under Contract) w/ Liability Insurance	Contract	Contract
	Community Center, Lebeck Room (2 hr. minimum rental)	$111	$196
	Community Center, Lebeck Room – Security Deposit	$531	$531
	Community Center, Kuwatani/Scout Room per hr. (Minimum of 2 hours)	$38	$65
	Chautauqua Hall Facility 2 hr. minimum rental)	$428	$748
	Chautauqua Hall Facility – Security Deposit	$531	$531
	Youth Center (2 hr. minimum rental)	$111	$196
	Youth Center Meeting Room	$38	$65
	Little House at Jewell Park	$18	$33
	Lovers Point Park – Per Hour Fee for 1 – 100 Persons (Special Events or Special Use)	$174 + $196 Damage Deposit	$303 + $196 Damage Deposit
	Lovers Point Park – Per Hour Fee for Over 100 Persons (Special Events or Special Use)	$364	$364
	Lovers Point Wedding or Staging Area; Berwick Park, Jewell Park, Pt. Pinos Lighthouse and Elmarie Dyke Gazebo reservation fee per hour. (Minimum 2 hours Min.)	$179 + $197 Damage Deposit	$333 + $196 Damage Deposit
	Recreation Trail Rental Fee Per Hour for 1 – 100 Persons	$181	$181
	Recreation Trail Rental Fee Per Hour for over 100 Persons	$364	$364

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4670	MUNICIPAL SOFTBALL PARK RENTAL POLICY		
Programs, activities, or events that are co-sponsored by the Recreation Department and a civic, community, or local organization are not charged Softball Park Rental rates. The City also does not charge facility rental fees for official City of Pacific Grove activities and those of any other public agency that has a reciprocal use arrangement with the City. Fees for direct costs, such as staffing and utilities are charged to these entities.			
	Daily Use	$214	$373
	Field Use, Per Hour	$31	$53
	Lights per hr.	$27	$27
	Staff, Per hour	Fully burdened rate	Fully burdened rate
	Restrooms (Previously charged under other Class rates)	No charge	No charge
	Deposit on daily rate (same as prior Class II, Class III, Class IV)	$178	$178
01-4462	MISCELLANEOUS RECREATION FEES & CHARGES		
	Transfer Fee (transfers between classes and/or sessions)	$5	$5
	Refund Processing Fee (if within written time frame)	25% of refund	25% of refund
	SPECIAL EVENT FEES		
	Application fee per event – Minimal Impact Events	$25	$25
	Application fee – Events with 1 – 999 participants	$219	$219
	Application fee – Events with more than 1,000 participants	$800	$800
01-4462	SPECIAL EVENT INSURANCE PREMIUMS (Note: This is a pass through of rates charged to the City by insurance carrier, so fees will change as premium rates change)		
	All private parties, wedding receptions, anniversaries, and events with or without alcohol or admissions fees	Cost + 10%	Cost + 10%
	Note: If insurance is provided by the event holder, the City requires $2,000,000 coverage per event and the City must be named as Additional Insured under the policy.		

HOLIDAYS

Rental facilities will not be available on the following days: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day.

RESERVATIONS

No verbal reservations will be accepted. Facility is not reserved until all fees have been paid and a contract has been executed. All reservations will be made on a first-come, first-served basis at a maximum of six months and a minimum of 10 working days prior to use. Cancellations result in loss of deposit and insurance fees. No refunds if cancelled within 10 business days of event. Park fees allow for a two-hour time block; deposit refund to be made within thirty days following event if City determines no damage resulted from usage.

RENTAL POLICIES

1. The City may require appropriate deposits or extra payments for special charges

2. All renters of City facilities shall complete a rental application and have it on file with the Recreation Department. City facilities may not be sublet without the express authorization of City.

3. All senior citizen nutrition programs serving Pacific Grove residents are exempt from rental fees and charges.

4. To the fullest extent permitted by law, all renters shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees, both severally and collectively from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable
attorneys' fees), howsoever the same may be caused, except in cases of City's sole negligence, resulting directly or indirectly from or arising out the negligence or willful misconduct of the renter, its employees, agents, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable with respect to the performance of this Agreement and without limiting the generality of the foregoing, the same shall include: (1) bodily injury, (2) death to any person or persons or, (3) injury to or destruction of tangible and/or property including that of the City, whether direct or consequential including the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein. The City, at its sole option, may choose to provide all or a portion of the defense of claims, damages, losses, liability, costs, and expenses as set forth above, and in such event, the renter shall indemnify and hold harmless the City from the costs and expenses, including attorney's fees, of such defense."

5. Official Pacific Grove youth groups, under 18 years of age, will be allowed to use City facilities as Class I (no charge), scheduled at a time when a supervisor is on duty, with the approval of the City Manager, for activities on a space available basis. Examples of qualified users would be the PONY Baseball League, Pop Warner league, Girl Scouts, Boy Scouts, Cub Scouts and Brownies.

6. If the person or organization imposes a cover charge, sells alcoholic beverages, or otherwise comes under the jurisdiction of the State Department of Alcoholic Beverage Control, the City must be provided with evidence of a valid license from the State Department of Alcoholic Beverage Control.

ACCT. #	SEWER SERVICE CHARGES AND CONNECTION FEES	F/Y 22-23 Fees
76-4471	Sewer Service Charge	6 Year Sewer Rate Chart Attached
76-4470	Sewer Connection Fee	85% of fee charged by M1W

Sewer Rate Bimonthly City of Pacific Grove Portion ONLY (effective dates)							
Description	Units	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Business/Gov't	Location/Each Business	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Residential-Vacant	Each Living Unit	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Residential	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Residential/Apartments	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Residential/Apartments-	Each Living Unit	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Condominium	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Condo/Retirement	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Minimum/Vacancy	Location/Each Business	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Motel/Hotel	Each Room	$26.56	$27.26	$27.96	$28.70	$29.46	$30.22
Bed & Breakfast Inn	Each Room	$17.50	$17.96	$18.42	$18.92	$19.40	$19.92
Supermarkets	Location	$258.14	$264.90	$271.84	$278.98	$286.28	$293.78
Medical Office	Each Licensed Physician	$63.16	$64.82	$66.52	$68.26	$70.06	$71.88
Dental Office	Each Licensed Dentist	$87.10	$89.38	$91.72	$94.14	$96.60	$99.12
Rest Home/Convalescent	Capacity	$17.50	$17.96	$18.42	$18.92	$19.40	$19.92
General Hospital	Capacity	$103.64	$106.34	$109.14	$112.00	$114.92	$117.94
Animal Hospital	Business	$115.32	$118.34	$121.44	$124.62	$127.90	$131.24
Restaurant 1 meal/day	Each Restaurant Seat	$2.26	$2.32	$2.38	$2.44	$2.50	$2.56
Restaurant 2 meals/day	Each Restaurant Seat	$3.54	$3.64	$3.72	$3.82	$3.92	$4.04
Restaurant 3 meals/day	Each Restaurant Seat	$6.78	$6.96	$7.14	$7.34	$7.52	$7.72
Restaurant with Bar	Each Restaurant Seat	$6.78	$6.96	$7.14	$7.34	$7.52	$7.72
Bar	Location/Each Business	$102.66	$105.34	$108.10	$110.94	$113.84	$116.82
Nightclub	Location/Each Business	$307.68	$315.74	$324.00	$332.50	$341.20	$350.14
Takeout Food - Small	Location/Each Business	$114.66	$117.66	$120.74	$123.90	$127.14	$130.48
Takeout Food - Medium	Location/Each Business	$282.08	$289.48	$297.06	$304.84	$312.82	$321.02
Takeout Food - Large	Location/Each Business	$514.34	$527.82	$541.64	$555.84	$570.40	$585.34
Bakery	Location/Each Business	$92.98	$95.42	$97.92	$100.48	$103.12	$105.82
Theater	Per Screen @ Each	$152.54	$156.54	$160.64	$164.86	$169.18	$173.60
Bowling Center	Location/Each Business	$464.14	$476.30	$488.78	$501.58	$514.74	$528.22
Gym	Per 500 members	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Mortuary	Location/Each Business	$125.36	$128.64	$132.02	$135.48	$139.02	$142.68
School (Minimum)	Student Population	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
School (Grades 0-6)	Student Population	$0.66	$0.68	$0.70	$0.72	$0.74	$0.76
School (7-College)	Student Population	$1.28	$1.30	$1.34	$1.38	$1.42	$1.46
Boarding School	Student Population	$12.96	$13.30	$13.66	$14.02	$14.38	$14.76
Instructional Facility	Student Population	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Church	Per 100 members	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Photo / Laboratory /	Per 10 employees	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Service Station/Garage	Location/Each Business	$45.36	$46.54	$47.76	$49.02	$50.30	$51.62
Paint and Body Shops	Per 10 employees	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Dry Cleaner	Location/Each Business	$156.46	$160.56	$164.76	$169.08	$173.52	$178.06
Laundromat	Each Washing Machine	$41.12	$42.20	$43.32	$44.44	$45.62	$46.80
Special User [2]	Individual Determination	NA	NA	NA	NA	NA	NA

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Katie Clark, Recreation Manager

MEETING DATE: March 15, 2023

SUBJECT: Pacific Grove Summer Lights Special Event

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

RECOMMENDATION

1. Approve Pacific Grove Summer Lights for inclusion in the 2023-2024 Special Events Calendar;
2. Approve Pacific Grove Summer Lights as a City Sponsored Event and waive the fees for City staff support and equipment/facility usage

DISCUSSION

The Recreation Board reviewed the 2023-2024 Special Events Calendar at their meeting on January 26, 2023. They made a recommendation for City Council to approve all events on the calendar except for Pacific Grove Summer Lights. They asked the event organizers, the Pacific Grove Youth Ambassadors, to return to the next Recreation Board meeting with a presentation that would provide a timeline of events, an example and explanation of the laser light show, and a revised list of City services needed to run the event. City Council then reviewed the 2023-2024 Special Events Calendar at their meeting held on February 15, 2023. At this meeting, City Council approved the 2023-2024 Special Events Calendar without the inclusion of Pacific Grove Summer Lights.

Following these meetings, City staff met with the event organizers for Pacific Grove Summer Lights to discuss the requested information and narrow down the scope of required City services. A timeline of events and more detailed explanation of activities was provided for City staff to review. The event organizers also informed City staff that they are no longer pursuing the laser light show and have replaced it with a proposal for a projection show. The projection show will project images on panels set up on the pier. With this new information, City staff were able to narrow down the scope of City services required to safely and successfully run this event. Street closures were reduced from multiple streets and intersections to only the triangle parking area at the end of Lovers Point Park to allow for food vendors. The replacement of the lightshow and reduction of street closures greatly reduces the services and time required by Police and Public Works. City staff presented the updated application information along with the requested City services and associated costs to the Recreation Board on February 23, 2023. This was followed by a full presentation by a youth member of the Pacific Grove Youth Ambassadors. Several other youth members and adult members of this organization were also present to provide support and answer questions. The Recreation Board voted to recommend this event to City Council for inclusion in the 2023-2024 Special Events Calendar as a City Sponsored Event.

OPTIONS

1. Do not approve Pacific Grove Summer Lights for inclusion in the 2023-2024 Special Events Calendar.
2. Provide alternate directions.

FINANCIAL IMPACT:

It is anticipated that the event will need 5 Police Officers for 10 hours each to assist with safety and traffic control. 3 Public Works employees will be required for 10 hours each to set up and break down no parking signs, barricades, and assistance with event related park and pier usage items. The total estimated staffing cost for the Police is $12,199.00 and Public Works is $2,952.90. Park usage fees and permit fees will be an estimated $4,800.00. The total cost of this event would therefore be an estimated $19,951.90. If approved as a City Sponsored Event, then the total amount to be subsidized by the City to run this event would be $15,151.90 with the remaining fees for facility/equipment usage and permit fees waived per City Council Special Event Policy 900-1.

GOAL ALIGNMENT: Not Applicable.

Attachments

Special Events Calendar

Special Events Budget Estimate

City of Pacific Grove
2023-2024 Special Events Calendar

#	Event	Organization	Day	Date	Time	Location
1	4th of July Celebration	Chamber of Commerce	Tuesday	July 4, 2023	11:00 AM	Jewell Park
2	Music in the Park #1	Chamber of Commerce	Thursday	July 27, 2023	5:30 PM	Jewell Park
3	Pet Parade	Youth Ambassadors	Friday	July 28, 2023	2:00 PM	Downtown (Lighthouse Ave)
4	Pacific Grove Summer Lights Dance	Youth Ambassadors	Friday	July 28, 2023	6:00 PM	Chautauqua Hall
5	Pacific Grove Summer Lights	Youth Ambassadors	Saturday	July 29, 2023	11:00 AM	Lovers Point Park & Pier
6	National Night Out	City of Pacific Grove	Tuesday	August 1, 2023	5:00 PM	Caledonia Park
7	Hiroshima-Nagasaki Remembrance Day	Women's International League	Saturday	August 5, 2023	7:00 PM	Lovers Point Beach & Pier
8	Celebration of Our Lady of Fatima	Lady of Fatima Society	Sunday	August 13, 2023	Varies	Downtown (Lighthouse Ave)
9	Classic Motorsports Kick-Off	Classic Motorsports	Tuesday	August 15, 2023	2:00 PM	Downtown (Lighthouse Ave)
10	Little Car Show	Marina Motorsports	Wednesday	August 16, 2023	10:00 AM	Downtown (Lighthouse Ave)
11	Legends of the Autobahn	BMW Car Club	Thursday	August 17, 2023	9:00 AM	Pacific Grove Golf Links
12	PG Concours Auto Rally	PG Rotary Club	Friday	August 18, 2022	12:00 PM	Downtown| Chautauqua Hall
13	Music in the Park #2	Chamber of Commerce	Friday	August 25, 2023	5:30 PM	Jewell Park
14	AIM for Awareness Walk & Rally	AIM Youth Mental Health	Sunday	September 10, 2023	1:00 PM	Lovers Point Park
15	Walk With Pride	PG Pride	Saturday	September 16, 2023	9:00 AM	Recreation Trail
16	Music in the Park #3	Chamber of Commerce	Friday	September 29, 2023	5:30 PM	Jewell Park
17	Butterfly Parade	PG Unified School District	Saturday	October 7, 2023	10:30 AM	Downtown (Lighthouse Ave)
18	Butterfly Days	PG Heritage Society	Sat / Sun	October 7-8, 2023	Varies	Downtown |Chautauqua Hall
19	Music in the Park #4	Chamber of Commerce	Friday	October 27, 2023	5:30 PM	Jewell Park
20	Veterans Day Ceremony	City of Pacific Grove	Friday	November 11, 2023	TBD	TBD
21	BSIM 3K/5K & Mty Bay Half Marathon	Big Sur International	Sat / Sun	November 11-12, 2023	Varies	Lovers Point | Ocean View
22	Holiday Tree Lighting Ceremony	City of Pacific Grove	Monday	November 27, 2023	6:00 PM	Jewell Park
23	Holiday Parade of Lights	Chamber of Commerce	Friday	December 1, 2023	6:00 PM	Downtown (Lighthouse Ave)
24	Stillwell's Holiday in the Park	Chamber of Commerce	Saturday	December 2, 2023	11:00 AM	Caledonia Park | Chautauqua Hall
25	Rudolph Run 1K & 5K Walk/Run	Arthritis Research Coalition	Saturday	December 9, 2023	7:30 AM	Lovers Point | Ocean View
26	Quilt Show	Monterey Peninsula Quilters	Fri -Sun	May 5-7, 2024	Varies	Chautauqua Hall
27	Good Old Days	Chamber of Commerce	Fri-Sun	May 5-7, 2024	Varies	Downtown | Jewell Park
28	Walk of Remembrance	Museum of Natural History	Saturday	May 11, 2024	1:00 PM	Central Ave | Rec Trail
City Sponsored - 22		Full Cost Recovery (F. C. R.) - 6				

2023-2024 Special Events Budget Estimate

	Event Name	Staff Costs								Total Staff Costs	Other Fees	Usage Fees	Unsubsidized
		Public Works		Police		Fire		Recreation			All other fees	Facility/Parks	Without City Sponsorship
		Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs				
1	4th of July Celebration	8	$ 815.96							$ 815.96	$ 541.00	$ 1,432.00	$ 2,788.96
2	Music in the Park #1	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
3	Pet Parade	20	$ 1,826.00							$ 1,826.00	$ 219.00	$ 156.00	$ 2,201.00
4	Pacific Grove Summer Lights Dance	6	$ 547.80							$ 547.80	$ 350.00	$ 2,568.00	$ 3,465.80
5	Pacific Grove Summer Lights	30	$ 2,952.90	50	$ 12,199.00					$ 15,151.90	$ 1,160.00	$ 3,640.00	$ 19,951.90
6	National Night Out	4	$ 365.20							$ 365.20	$ -	$ -	$ 365.20
7	Hiroshima-Nagasaki Remembrance Day									$ -	$ 304.00	$ -	$ 304.00
8	Celebration of Our Lady of Fatima	4	$ 365.20							$ 365.20	$ 395.00	$ -	$ 760.20
9	Classic Motorsports Kick-Off	18	$ 1,771.74	10	$ 2,439.80					$ 4,211.54	$ 672.00	$ -	$ 4,883.54
10	Little Car Show	18	$ 1,771.74	22	$ 3,903.68					$ 5,675.42	$ 672.00	$ -	$ 6,347.42
11	Legends of the Autobahn	8	$ 730.40	28	$ 6,831.44					$ 7,561.84	$ 1,344.00	$ -	$ 8,905.84
12	PG Concours Auto Rally	18	$ 1,771.74	28	$ 6,831.44					$ 8,603.18	$ 672.00	$ -	$ 9,275.18
13	Music in the Park #2	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
14	AIM for Awareness Walk & Rally									$ -	$ 304.00	$ 1,638.00	$ 1,942.00
15	Walk With Pride									$ -	$ 304.00	$ 1,820.00	$ 2,124.00
16	Music in the Park #3	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
17	Butterfly Parade	50	$ 4,565.00	21	$ 5,123.58					$ 9,688.58	$ 1,059.00	$ -	$ 10,747.58
18	Butterfly Days	11	$ 1,004.30							$ 1,004.30	$ 1,177.00	$ 9,454.00	$ 11,635.30
19	Music in the Park #4	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
20	Veterans Day Ceremony	8	$ 730.40							$ 730.40			$ 730.40
21	BSIM 3K/5K & Mty Bay Half Marathon	30	$ 2,952.90	80	$ 19,518.40					$ 22,471.30	$ 4,540.00	$ 4,368.00	$ 31,379.30
22	Holiday Tree Lighting Ceremony	6	$ 611.97							$ 611.97			$ 611.97
23	Holiday Parade of Lights	60	$ 5,691.90	10	$ 2,439.80					$ 8,131.70	$ 1,059.00	$ -	$ 9,190.70
24	Stillwell's Holiday in the Park	6	$ 611.97							$ 611.97	$ 654.00	$ 468.00	$ 1,733.97
25	Rudolph Run 1K & 5K Walk/Run	30	$ 2,952.90	15	$ 3,659.70					$ 6,612.60	$ 1,016.00	$ 2,912.00	$ 10,540.60
26	Quilt Show	8	$ 730.40							$ 730.40	$ 350.00	$ 7,704.00	$ 8,784.40
27	Good Old Days	100	$ 23,894.50	64	$ 15,614.72					$ 39,509.22	$ 3,590.00	$ 4,833.00	$ 47,932.22
28	Walk of Remembrance	3	$ 338.07	6	$ 1,463.88					$ 1,801.95	$ 428.00	$ 728.00	$ 2,957.95
									Totals	**$ 146,961.95**	**$ 21,790.00**	**$ 50,313.00**	

City Sponsored = 22 Events
Full Cost Recovery (F. C. R.) = 6 Events

Total Staffing Costs*	**$ (146,961.95)**
Full Cost Recovery Staffing*	**$ 41,222.48**
Full Cost Recovery Fees	**$ 17,189.00**
Total Net Loss**	**$ (88,550.47)**

*All estimates are based on projected hours & resources submitted in application by event organizers.

*Employee costs are based on Fully Burdened Rates for employees.

**Model reflects amount to be subsidized by the City with approval of proposed City Sponsored Events

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Brian A. Pierik, City Attorney
MEETING DATE:	March 15, 2023
SUBJECT:	Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Motion to adopt Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings.

DISCUSSION

On January 18, 2023, Councilmember Luke Coletti presented an Agenda Report to the City Council regarding the Use of Electronic Communication Devices During City Council Meetings.

On January 18, 2023, the City Council requested changes to the proposed amendment to Policy 000-9 and voted to direct the City Attorney to prepare a Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings.

Attachment 2 to this Agenda Report is a proposed Resolution Amending Council Policy 000-9 to Add a Section Regarding Use of Electronic Communication Devices During City Council Meetings. This Resolution includes changes that were requested by the City Council at its January 18, 2023 meeting.

OPTIONS

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

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

2 - Proposed Resolution Amending Council Policy 000-9

RESOLUTION NO. 23-xxx

RESOLUTION AMENDING COUNCIL POLICY 000-9 TO ADD A SECTION REGARDING USE OF ELECTRONIC COMMUNICATION DEVICES DURING CITY COUNCIL MEETINGS

FINDINGS

1. Many cities have policies regarding the use of electronic communications by members of their legislative bodies during meetings.

2. These policies generally prohibit the use of electronic devices during City Council meetings except for the purpose of accessing agenda materials and for use in the event of an urgent family matter.

3. A policy which prohibits use of electronic devices during City Council meetings in this manner will ensure the public that the Councilmembers are giving their full attention to the matters before the Council and further that Councilmembers are not sending or receiving information during the Council meeting that is not available to the public or other Councilmembers.

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 approves Section VIII to be added to Council Policy 000-9 as shown in Exhibit A attached hereto.

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 15th day of March, 2023, 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

EXHIBIT A

CITY OF PACIFIC GROVE CITY COUNCIL POLICY

Policy Governing	Policy No.	Effective Date	Page
Council Guidelines	000-9	February 3, 2010	1 of 3

I. AGENDA PACKET PREPARATION AND DISTRIBUTION

1. Agenda packets will be prepared and distributed in accordance with PGMC 2.04.050 and the Ralph M. Brown Act. However, the deadline for agenda submittals may be sooner to account for any scheduled workdays off that are necessary for publishing and distribution. Publishing/distribution of the agenda packet to Council is by email notification (preferred) unless otherwise instructed.

2. The goal is to have a complete agenda packet at the time of its distribution. If, however, staff receives substantiating information, reports, proposed emergency ordinances and other such information to the Council after packet distribution, including at the time of the Council meeting, staff may provide this material, so long as the public is correspondingly informed and is given access in accordance with the Brown Act.

3. Nothing contained in this policy shall prevent the normal flow of legally permissible information from staff to the Council needed to keep the Council informed.

II. PUBLIC HEARING PROCEDURES

Each public hearing on the City Council agenda will be called in the order noted on the agenda. Staff will first present a brief report on the public hearing item, including correspondence.

The public hearing will then be opened. For public hearings involving a quasi-judicial determination by the Council (e.g. where a decision modifies vested property rights, or when a matter is raised by appeal pursuant to the Municipal Code), the applicant or proponent of an item shall be allocated a maximum of 10 minutes to speak. If a single designated spokesperson provides the City Clerk, in advance of the meeting, names of persons who request her or him to speak on their behalf, such persons being 10 or greater in number, that single spokesperson shall be allocated an increased amount of time to speak, not to exceed 10 minutes. Depending on time available and the number of people wishing to speak, all other speakers will be limited in their allocated time to 3 minutes each or less.

In public hearings not involving a quasi-judicial determination by the Council, all speakers will be limited in their allocated time to 3 minutes each or less, whether in support or opposition to the item.

Very brief rebuttal and surrebuttal may be allowed, at the sole discretion of the Council.

Questions by any speaker shall be directed to the Mayor.

Once all persons desiring to address the Council have done so, or the allotted time has expired, the matter will then be returned to the Council. All questions having been directed to the Mayor will

then be addressed by staff, in the order and format as directed by the Mayor.

The Mayor has the option of requesting that a motion be made to move the item or first facilitating discussion of the issue at hand, to allow the Council to explore the various views and available options. Once a motion is made and seconded, Council Members will discuss and then vote on the motion. If the motion fails, additional discussion and motions can follow, until the matter is resolved.

III. RECOGNITION BY CHAIR

All persons, including members of the Council, wishing to speak shall first be recognized by the Chair.

IV. APPEAL HEARING FROM PLANNING COMMISSION

In accordance with Municipal Code Section 23.72.130, any person aggrieved by an action or decision of the Planning Commission, may appeal to the City Council, by paying a prescribed fee and submitting a written statement of the grounds for appeal. The Code also requires notice to the Planning Commission of such appeal, and a report submitted by the Planning Commission to the City Council, setting forth the reasons for action taken, or the Planning Commission shall be represented at the Council meeting. The City Council shall render its decision within 45 days after the filing of such appeal.

Further, Section 23.72.130(f) reserves the Council's authority to review any action or decision of the Planning Commission, and to make its own decision on such action or matter. The Council shall always have until its next regularly scheduled meeting following such action for review.

The Council shall hold a hearing de novo on appeals and matters called. A de novo hearing on appeal is not dependent on the record of the body from which an appeal is taken. Evidence is taken, witnesses appear and statements are made, all without regard to whether precisely the same evidence, witnesses and statements were recorded at the hearing below. Thus, although the Municipal Code labels it an appeal, it is in fact a second (or third, if it is a hearing on the Planning Commission's decision on appeal from the Architectural Review Board) full, *de novo* consideration of the issue.

The Council may also return an appeal to the Planning Commission because the Council has heard new evidence. From the description above, Council will infer that virtually no hearing de novo will result in a duplication of the hearing below─something, some statements, some piece of documentation, will be new.

Failure of the Council to reverse, uphold, or uphold with modifications the action appealed or called up, results in the Planning Commission action standing as decided. (Such failure would occur, for example, in the event of a Council tie vote.)

V. APPOINTMENT OF COUNCIL COMMITTEES

From time to time, the Council may see fit to appoint an *ad hoc* committee. When a Council committee is appointed, the Mayor will assign a maximum of three Council Members.

The Mayor designates the Council Member to serve as Committee Chair. In the event of a change in Council or committee assignments, the senior member of the Council will serve as Committee

Chair. If there is a Council-Planning Commission committee, a member of the Council shall serve as Chair for the group.

VI. VOTES REQUIRED FOR ACTION

Article 15 of the Charter provides that four affirmative votes of the Council are necessary to adopt ordinances, resolutions, or claims against the City. Except as specified elsewhere, it is also Council policy that all actions of the Council (except those calling for five votes, such as urgency ordinances) require the affirmative vote of four members, irrespective of the number in attendance when an action is taken.

VII. BROWN ACT PROCEDURES

The City Council operates in accordance with the provisions set forth in the Ralph M. Brown Act (Brown Act). The City Attorney shall provide training and written materials on the Brown Act.

VIII. USE OF ELECTRONIC COMMUNICATION DEVICES DURING CITY COUNCIL MEETINGS

The City Council's use of electronic communication devices during a City Council meeting may lead to the public's perception that a Councilmember is not paying attention to the subject matter at hand or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, a Councilmember's use of electronic communication devices (i.e., cell phones, tablets, laptop computers), other than for the purpose of (1) accessing agenda materials, (2) facilitating ADA access, and (3) using teleconferencing software, is prohibited during City Council meetings.

This policy does not prohibit using an electronic communications device in the event of an urgent family matter. A Councilmember wishing to respond to such a message during a meeting shall do so during a recess or shall excuse him or herself from the meeting to place the return call or text in a manner that does not disrupt the meeting.

City employees shall not communicate with Councilmembers via electronic communication devices during City Council meetings.

Adopted: March 6, 1991 (Resolution No. 6151)
Amended: February 17, 1993 (Resolution No. 6329)
Amended: December 6, 1995 (Resolution No. 6492)
Amended: February 3, 2010 (Resolution No. 10-014)
Amended: December 16, 2020 (Resolution 20-039)
Amended: March 15, 2022 (Resolution 23-xxx)

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Anastacia Wyatt, Community Development Director
MEETING DATE: March 15, 2023
SUBJECT: Formal Selection of Housing Element and General Plan Update consultant
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Authorize the Mayor to execute an agreement with Rincon Consultants, Inc. to complete the 6th Cycle Housing Element update to the General Plan in an amount not to exceed $227,918.

DISCUSSION
At its August 17, 2022 meeting, the City Council directed staff to issue a Request for Proposals (RFP) for a focused update to the City's 1994 General Plan, Zoning Code & Map, Objective Design & Development Standards (ODDS), as well as conduct the required environmental review in accordance with the requirements of the California Environmental Quality Act (CEQA). Staff issued the RFP on September 16, 2022, with a closing date of December 2, 2022.

General Plan Update RFP Response

The City received one (1) qualified response to the City's RFP by the December 2nd deadline, from Rincon Consultants, Inc (Rincon). Following the December 2nd deadline, Community Development Department (CDD) staff formed evaluation & interview committees to review the submitted materials. The committees included members of City Council, Planning Commission, City staff, and qualified staff from nearby jurisdictions. The focused General Plan update details of the proposed scope, timeline, and cost estimates will come to Council at a later date.

Housing Element Update Needs

The Housing Element is part of the General Plan and must be updated every eight years. The City was contracted with another consultant to conduct a Housing Element update; however, the current Housing Element update contract was terminated on March 3rd. At a minimum, staff finds it imperative to act on the Housing Element contract award in order to stay on schedule to complete the State-mandated 6th Cycle Housing Element update deadline and alignment with Pacific Grove's RHNA. Rincon has confirmed their ability to utilize the work completed up to this point, to prepare an Administrative Draft of the Housing Element between May 2023-September 2023. It is understood that it is ultimately up to the California Department of Housing and Community Development (HCD) to determine compliance

of the Housing Element. The Housing Element Schedule proposed by Rincon is attached to this report.

The City's Regional Housing Needs Allocation (RHNA) increased substantially to 1,125 residential units required to be constructed by 2031. This constitutes an 878% increase in Pacific Grove's RHNA from the previous cycle and a 14% increase in the number of new households in Pacific Grove. While updates to the Housing Element of the General Plan occur every 8 years in accordance with the State's housing cycles, these updates typically do not trigger the requirement for major updates to the General Plan. However, this substantial increase is expected to impact the need for commercial services, educational and medical services, recreational services, calls for emergency services, and the City's transportation network, necessitating a focused General Plan update that includes the City's Land Use, Transportation, and Safety elements in addition to the Housing Element update.

Project Cost

The proposed cost for the services proposed by Rincon for the Housing Element update would not exceed $227,918 for the 6th Cycle Housing Element update.

Considerations

Rincon and their subconsultant, Veronica Tam and Associates, Inc. (VTA) are qualified and experienced professionals with a demonstrated ability to complete the project(s). Rincon has completed or is preparing 6th Cycle Housing Element updates for over 30 jurisdictions throughout California. Their proposal is thorough and addresses the City's needs for a Housing Element update.

The City's standard professional services agreement (approved by both the California Joint Powers Insurance Authority and the City Attorney's Office) would be used for this proposed agreement/s, and is therefore not attached to this agenda report for City Council review and approval.

OPTIONS

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

FINANCIAL IMPACT:

The City set aside $100,000 for the General Plan Update. Funding to support this agreement will come from the existing $100,000 that was set aside from the General Plan update, with the balance of the contract funded through the unassigned General Fund Balance. The additional amount needed to support this contract will not impact the reserve levels.

If approved, a budget amendment will be generated to encumber or reserve funds for this specific contract.

GOAL ALIGNMENT: Not Applicable.

Attachments

Rincon Housing Element Cost and Timeline

Rincon Consultants, Inc.

2511 Garden Road, Suite C-250
Monterey, California 93940
831-333-0310

Table 1 – Housing Element Update Fiscal Year Breakdown

Task and Description	2023 FY (to 6/30/23)	2024 FY (7/1/23-6/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26	TOTAL
Task 11: Housing Element					
11.1: Draft 6th Cycle Housing Element Review	$13,936				$13,936
11.2: Housing Element Update	$83,716	$39,683			$123,399
11.3: Community Engagement	$9,179	$12,542			$21,721
11.4: GIS Support Services	$3,124	$2,116			$5,240
11.5: Public Hearings and Study Session		$31,286			$31,286
11.6: Housing Element Project Management	$5,037	$27,299			$32,336
Total Housing Element Update	**$114,991**	**$112,926**			**$227,918**

4 Housing Element Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. Due to status of the City's current progress on the Housing Element Update, which is late in the current housing cycle, achieving adoption by the statutory deadline of December 31, 2023 is not likely or realistic. During the project initiation meeting, Rincon will work with the City to establish a clear and detailed schedule, including deliverables and key milestones. Rincon will coordinate with City staff to explore any streamlining opportunities and refine the schedule as necessary. Ensuring sufficient time for any additional engagement and applying realistic timeframes to support the full scope of the project will be important for the program's overall success.

Below is an estimated schedule based on our current understanding of the status of the City's Sites Inventory and Community Engagement activities and assuming that all data needs and information developed to date will be provided to Rincon in a timely manner.

Schedule	**Dates**
Project Initiation	March 20, 2023 – April 30, 2023
Administrative Draft HE sections, City Review, Public Review Draft HE	May 2023 – September 2023
Public Workshop, Mandated Public Comment Period (30 days)/10 days to response in writing prior to review by the PC or CC	End of September 2023 – mid November 2023
Study Session	October 2023
State HCD first round of review (90 days)	Mid November 2023 – February 2024
Respond to comments and CC Adoption	February 2024 – May 2024