



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING AGENDA

Wednesday, May 3, 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:

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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 Legal Counsel – Pending Litigation (Gov. C. §54956.9)
Enayati v. City of Pacific Grove, Case No. 21CV002786 (Enayati I) AND
Mark A. Enayati v. City of Pacific Grove, Case No. 22CV001017 (Enayati II)
- B. Conference with Legal Counsel - Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
One potential case (Complaint by Employee of discrimination)

ADJOURNMENT



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, May 3, 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).

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

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Webinar ID: 209 579 290#

If prompted to enter a participant ID, press #.

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MEETING INSTRUCTIONS

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Mayor Peake

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

- A. Mayor's Proclamation: Affordable Housing Month PAGE 9

Reference: Bill Peake, Mayor

Recommended Action: Receive presentation.

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

- B. Mayor's Proclamation: Gateway Center's 60th Anniversary PAGE 11

Reference: Bill Peake, Mayor

Recommended Action: Receive the presentation.

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

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

- A. Report on Closed Session by City Attorney

- B. Other

4. **GENERAL PUBLIC COMMENT**

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

- 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 Adjourned meeting of April 12, 2023 and City Council Regular meeting of April 19, 2023 PAGE 14
Reference: Sandra Kandell, City Clerk
Recommended Action: Approve the minutes.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

6. RESOLUTIONS

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

- A. Resolution Amending Council Policy 000-9 (Council Guidelines) Regarding Public Hearing and Appeal Procedures PAGE 29
Reference: Brian A. Pierik, City Attorney
Recommended Action:
 - 1. Motion to adopt Resolution Amending Council Policy 000-9 (Council Guidelines) Regarding Public Hearing and Appeal Procedures.
 - 2. Alternative action based on direction of City Council related to this subject matter.**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. Fiscal Year 2022/23 Mid-Year Budget Modifications and Ordinance Amending the Fiscal Year 2022/23 Budget PAGE 40
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Hold second reading and adopt 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

8.

REPORTS – INFORMATION ONLY

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

- A. Third Quarter Treasurer’s Quarterly Report – Fiscal Year 2022-23 PAGE 47

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

Recommended Action:

1. Receive the report.
2. Alternatively, discuss and take other action related to this item.

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

- B. Third Quarter Budget Report PAGE 51

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

Recommended Action:

1. Receive the report.
2. Alternatively, discuss and take other action related to this item.

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

- C. Third Quarter Purchase Order Report PAGE 57

Reference: Jennifer Pope, Management Analyst

Recommended Action:

1. Receive the Third Quarter Purchase Order Report.
2. Alternatively, discuss and take other action related to this item.

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

- D. Third Quarter 22/23 Workers' Compensation Report PAGE 65

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

- E. Third Quarter Capital Project Budget Report & Update PAGE 68

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

Recommended Action:

1. Receive the report.
2. Alternatively, discuss and take action related to this item.

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. FY22/23 Crack & Slurry Seal PAGE 77

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize an agreement with Graham Contractors for the FY22/23 Crack and Slurry Seal Project in an amount not to exceed \$319,139 plus a 5% contingency;
2. Alternatively, discuss and take other action related to this item.

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

B. Microsoft Enterprise Software License Agreement PAGE 79

Reference: Mohammed Khasimi, Chief Information Officer

Recommended Action:

1. Authorize the Mayor to execute a 3-year agreement with Dell / Microsoft for Microsoft Enterprise Software Licensing through Riverside County Master Agreement, in the amount of approximately \$25,000 annually; or
2. Alternatively, discuss and take other action related to this item.

Annual costs are subject to change with changes to the product quantity and licensing type due to staff turnover, changes to storage capacity or user-level access needs.

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

C. FY22/23 Street Rehabilitation Project – Bid Additive 2 PAGE 139

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize an agreement with Monterey Peninsula Engineering for the FY22/23 Street Rehabilitation Project, bid additive 2 in an amount not to exceed \$180,935 plus a 5% contingency;
2. Alternatively, discuss and take other action related to this item.

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

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

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

A. Architectural Review Board Minutes: February 14, 2023 PAGE 142

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

Recommended Action: Receive minutes.

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

- B. Planning Commission Meeting Minutes: March 9, 2023 PAGE 147

Reference: Joseph Sidor, Contract Planner

Recommended Action: Receive the 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.

12. UNFINISHED AND ONGOING BUSINESS

- A. FY23/24 Capital Improvement Plan & SB1 Project List PAGE 152

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Receive and approve the FY 23/24 Capital Improvement Plan (CIP) to include in the Operating Budget
2. Approve a resolution adopting the FY23/24 SB1 Project List
3. Alternatively, discuss and take other action related to this item

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

- B. Recreation Department Update and Increased Programming Plan

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

Recommended Action: PAGE 176

1. Receive report and provide direction.
2. Alternatively, discuss and take other action related to this item.

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

- C. Formal Selection of Focused General Plan Update Consultant PAGE 187

Reference: Anastacia Wyatt, Community Development Director

Recommended Action:

1. Authorize an Agreement with Rincon Consultants, Inc. to complete the focused General Plan update, associated zoning ordinance and map amendments, and objective design and development standards, economic analysis, market assessment, parking data, and a climate action and adaptation plan in an amount not to exceed \$2,193,070 beginning in FY 22/23 and terminating in FY 27/28.
2. Alternatively, discuss and take other action related to this item.

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

13. **NEW BUSINESS**

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: Bill Peake, Mayor
MEETING DATE: May 03, 2023
SUBJECT: Mayor's Proclamation: Affordable Housing Month
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive proclamation.

Attachments

Proclamation



Mayor's Proclamation

Affordable Housing Month

May 2023

WHEREAS, the City of Pacific Grove celebrates the month of May as Affordable Housing Month. Quality affordable housing is essential to safe, healthy, diverse, vibrant, and resilient communities. The rising cost of housing has caused longtime residents to be displaced, live in overcrowded or unsafe homes, or live in cars and on the streets, threatening our region's capacity to thrive and

WHEREAS, in addition to creating new, permanently affordable homes, preserving and improving existing housing stock helps foster strong, vibrant communities by preventing homelessness, helping individuals age in place, fostering community roots, supporting our local workforce and families, and promoting racial and economic equity for future generations; and

WHEREAS, in addition to reducing greenhouse gas emissions, affordable homes near public transit and jobs provide low-income families with better access to opportunities and amenities. By investing in affordable homes for all, non-profit organizations, local governments, community groups, and others create inclusive communities and interrupt patterns of racial and economic inequity in housing; and

WHEREAS, as the City of Pacific Grove participates in Affordable Housing Month, it aims to encourage the entire region to take collective action to expand affordable housing and end homelessness. Providing local resources for affordable housing is an important function of local jurisdictions such as the City of Pacific Grove to leverage federal, state, and other funding for affordable housing; and

NOW, THEREFORE, I, Bill Peake, Mayor of Pacific Grove, California, do hereby proclaim the month of May 2023 as "AFFORDABLE HOUSING MONTH" advocating for affordable housing opportunities for all residents and prospective residents of the City of Pacific Grove. The City of Pacific Grove will also continue to promote affordable housing on a local, regional, and state level and encourage residents to participate in activities associated with Affordable Housing Month.

Bill Peake

Bill Peake, Mayor



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: May 03, 2023
SUBJECT: Mayor's Proclamation: Gateway Center's 60th Anniversary
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the presentation.

Attachments

Proclamation



Mayor's Proclamation

Gateway Center of Monterey County's 60th Anniversary May 2023

WHEREAS, the City of Pacific Grove recognizes the Gateway Center of Monterey County's 60th Anniversary; and

WHEREAS, the Gateway Center is a private, non-profit, community-based organization that offers a range of services for individuals with intellectual disabilities, including residential care, developmental training, and activity programs; and

WHEREAS, with dignity and independence, the Gateway Center empowers adults with developmental disabilities to live full and productive lives within the community; and

WHEREAS, in every aspect of their work, the Gateway Center is guided by three principles: Rights, Choices, and Opportunities for Growth; and

WHEREAS, the Gateway Center works with their participants to provide services and programs that are tailored to individual needs and are client-driven to ensure a safe, stable, and nurturing environment.

NOW, THEREFORE, I Bill Peake, Mayor of Pacific Grove, California, do hereby proclaim the Gateway Center of Monterey County's 60th Anniversary. The City is honored to have a non-profit in the community providing such valuable resources.

Bill Peake

**Bill Peake, Mayor
City of Pacific Grove**



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: May 03, 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: May 03, 2023
SUBJECT: Minutes of the City Council Adjourned meeting of April 12, 2023 and City Council Regular meeting of April 19, 2023
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes 4-12-23

Draft Minutes 4-19-23



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

ADJOURNED MEETING

THIS MEETING WAS ADJOURNED FROM APRIL 5, 2023 (UNFINISHED ITEMS 11A – 13A)

Wednesday, April 12, 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>

CALL TO ORDER

Mayor Peake called this adjourned meeting to order concurrently with the special meeting noticed below at 6:00 p.m. Sand City, City Clerk Kerry Lindstrom conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell. Absent: Councilmembers Amelio and Poduri.

PLEDGE OF ALLEGIANCE

Councilmember McDonnell led the pledge of allegiance.

1. APPROVAL OF AGENDA

Upon motion by Councilmember McDonnell and seconded by Mayor Pro Tem Smith, the Council voted to approve the agendas of the special and adjourned meetings.

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell.

NOES: None.

ABSENT: Councilmembers Amelio and Poduri.

2. PRESENTATIONS

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

4. GENERAL PUBLIC COMMENT

CONSENT AGENDA

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

6. **RESOLUTIONS**

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

- A. Civicwell Policymakers Conference *At the April 5, 2023 meeting, this item was pulled and considered as Regular Agenda item 13A.*
Reference: Chaps Poduri, Councilmember
Recommended Action: Receive report.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

- A. Contract Amendment for professional contract planner services with Harris & Associates, Inc. *At the April 5, 2023 meeting, this item was pulled and considered as Regular Agenda item 12C.*
Reference: Anastacia Wyatt, Community Development Director
Recommended Action: Approve an agreement amendment not to exceed \$208,145.00 up until June 30, 2024, approximately \$58,145.00 through June 30, 2023, for Fiscal Year 22-23 and \$150,000 for Fiscal Year 23-24 for professional contract planner services with Harris & Associates, Inc.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. First reading of an ordinance to amend the City Salary Classification Schedule - Adding a new classification *Adjourned from April 5, 2023.*
No public comment received.

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

1. Request the City Attorney read the title of the ordinance;
2. Waive further reading of the ordinance;
3. Introduce and hold a first reading of an ordinance to amend the salary classification schedule to establish a salary range for new classification of Property and Evidence Technician and approve the amendment; and
4. Direct that a summary of a proposed ordinance be published as approved by the City Attorney.

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell.

NOES: None.

ABSENT: Councilmembers Amelio and Poduri.

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

- B. Second Reading of an Ordinance to amend Title 15 of the Pacific Grove Municipal Code to update the Streets and Sidewalk Sections ***On April 5, 2023, this item was pulled from the Consent Agenda and adjourned from April 5, 2023.***
No public comment received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted to hold second reading and adopt Ordinance No. 23-004 to update Title 15 of the Pacific Grove Municipal Code.

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

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

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

12. **UNFINISHED AND ONGOING BUSINESS**

- B. FY22/23 Street Rehabilitation Project ***Adjourned from April 5, 2023.***
Public comment received from Lisa Ciani.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember McDonnell, Council voted to authorize an agreement with Monterey Peninsula Engineering for the FY22/23 Street Rehabilitation Project on segments of 13th, 15th and 16th St in an amount not to exceed \$1,520,048 plus a 9% contingency.

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

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

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

- C. Contract Amendment for professional contract planner services with Harris & Associates, Inc. ***On April 5, 2023, this item was pulled from the Consent Agenda and adjourned from April 5, 2023.***
Public comment received from Lisa Ciani.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Mayor Peake, Council voted to approve an agreement amendment not to exceed \$208,145.00 up until June 30, 2024, approximately \$58,145.00 through June 30, 2023, for Fiscal Year 22-23 and

\$150,000 for Fiscal Year 23-24 for professional contract planner services with Harris & Associates, Inc.

Motion carried 5-0-2, 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

13. **NEW BUSINESS**

- A. Civicwell Policymakers Conference *On April 5, 2023, this item was pulled from the Consent Agenda and adjourned from April 5, 2023.*

No public comment received.

Action: Council received report.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

DRAFT



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

April 12, 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>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

Mayor Peake called this special meeting concurrently with the aforementioned adjourned meeting at 6:00 p.m. Sand City, City Clerk Kerry Lindstrom conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell. Absent: Councilmembers Amelio and Poduri.

2. PRESENTATIONS

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

4. GENERAL PUBLIC COMMENT

CONSENT AGENDA

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

6. RESOLUTIONS

7. ORDINANCES

8. REPORTS – INFORMATION ONLY

9. REPORTS – REQUIRING ACTION

10. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

REGULAR AGENDA

11. PUBLIC HEARINGS

12. UNFINISHED AND ONGOING BUSINESS

13. NEW BUSINESS

- A. Authorize City Manager to Execute California State Subdivision Agreements and All Other Participation Documents to participate in Settlements with Teva, Allergan, Walgreens, Walmart, and CVS Defendants in the National Multidistrict Opioid Litigation

No public comment was received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember McDonnell, Council voted to authorize the City Manager to execute the five California State Subdivision Agreements and any other required sign-on documents to participate in settlements with Teva, Allergan, Walgreens, Walmart, and CVS defendants in the National Opioid Litigation.

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell.

NOES: None.

ABSENT: Councilmembers Amelio and Poduri.

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 6:34 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager: _____ Date _____



DRAFT MEETING MINUTES
CITY OF PACIFIC GROVE
CITY COUNCIL
CLOSED SESSION MEETING

Wednesday, April 19, 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>

CALL TO ORDER

Mayor Peake called the meeting to order at 5:00 p.m. City Clerk Kandell conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, and Coletti. Absent: Councilmembers McDonnell and Poduri. Councilmember McDonnell arrived at the meeting at 5:30 p.m.

APPROVAL OF AGENDA

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

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

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

NOES: None.

ABSENT: Councilmembers McDonnell and Poduri.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment received.

- A. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services Director and Leticia Livian, Human Resources Director
Employees: General Employees Association, Management Employees Association, Police Officers Association, Unrepresented Management, Confidential Employees, and Unrepresented Department Heads
- B. Conference with Real Property Negotiators (Government Code § 54956.8) Property: El Carmelo Cemetery, 68 Asilomar Avenue
APN006-102-001-000 Agency Negotiator(s): Ben Harvey, City Manager
Negotiating Party(ies): GTE Mobilenet of CA Limited
Under negotiation: Land Lease Agreement for Wireless Telecommunication Facility, Price and Terms of Payment



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, April 19, 2023, 6:00 P.M.

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE:

Councilmember Amelio led the pledge of allegiance.

1. APPROVAL OF AGENDA

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

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, and McDonnell.

NOES: None.

ABSENT: Councilmember Poduri.

2. PRESENTATIONS

A. Mayor's Proclamation: Arbor Day

Action: Council received the 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 Labor Negotiators (Government Code Section 54957.6)

City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services Director and Leticia Livian, Human Resources Director

Employees: General Employees Association, Management Employees Association, Police Officers Association, Unrepresented Management, Confidential Employees, and Unrepresented Department Heads

City Attorney Brian Pierik had no report.

Conference with Real Property Negotiators (Government Code § 54956.8)
Property: El Carmelo Cemetery, 68 Asilomar Avenue APN006-102-001-000
Agency Negotiator(s): Ben Harvey, City Manager
Negotiating Party(ies): GTE Mobilenet of CA Limited
Under negotiation: Land Lease Agreement for Wireless Telecommunication Facility,
Price and Terms of Payment

City Attorney Brian Pierik had no report.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comments received from Jane Haines, Jenny MacMurdo, Heidi, Andrew Kubica, Carmelita Garcia, Lisa Ciani, Marsha, Mike Gibbs, Peggy Gibbs, Wyatt Haselbauer, Inge Lorentzen Daumer, Rebecca Lee.

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

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, and McDonnell.

NOES: None.

ABSENT: Councilmember Poduri.

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

A. Minutes of the City Council Closed Session and Regular Meetings for April 5, 2023

Action: Approved minutes as corrected via Errata.

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

6. **RESOLUTIONS**

A. Resolution of Intention to Levy an Assessment for the Hospitality Improvement District for Fiscal Year 23-24

Action:

1. Approved Resolution of Intention to Levy an Assessment for the Hospitality Improvement District for Fiscal Year 23-24 (Resolution No. 23-008).
2. Directed staff to notice a public hearing to be held on May 17, 2023 for the purpose of hearing any protests and determining whether to levy the assessment.

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

- B. Resolution of Intention to Levy an Assessment for the Downtown Business Improvement District for Fiscal Year 23-24

Action:

1. Approved the attached Resolution of Intention to Levy an Assessment for the Downtown Business Improvement District for Fiscal Year 23-24 (Resolution No. 23-009).
2. Directed staff to notice a public hearing to be held on May 17, 2023 for the purpose of hearing any protests and determining whether to levy the assessment.

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

- C. Resolution Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)

Action: Rescinded Resolution 15-051; and approved Resolution No. 23-010 authorizing the investment of monies in the Local Agency Investment Fund (LAIF)

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

7. **ORDINANCES**

- A. Second reading of an ordinance to amend the City Salary Classification Schedule - Adding a new classification

Action: Held second reading and adopted Ordinance No. 23-005 to amend the salary classification schedule to establish a salary range for new classification of Property and Evidence Technician and approved the amendment.

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

8. **REPORTS – INFORMATION ONLY**

- A. Single Audit Report for the Fiscal Year Ended June 30, 2022

Action: Received the Single Audit Report, which includes the Auditor's Opinion on Compliance for Each Major Federal Program

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

- B. Monterey Salinas Transit Minutes for March 10, 2023

Action: Received the minutes.

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

- C. Check Register - March 2023

Action: Received the report.

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

- D. Core Revenue Report - March 2023

Action: Received the report.

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

9. **REPORTS – REQUIRING ACTION**

- A. Agreement with Robert Half International, Inc.

Action: Authorized the Mayor to sign an agreement with Robert Half International, Inc. to provide temporary staffing services in an amount not to exceed \$100,000.

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

- B. Authorize staff to sign a new 3-year contract with iWorQ Systems, in an amount not to exceed \$21,875 annually.

Action: Approved a new 3-year contract with iWorQ Systems, in an amount not to exceed \$21,875 annually.

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

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

- A. Diversity, Equity and Inclusion Minutes: March 13, 2023

Action: Received the minutes.

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

- B. Library Advisory Board Minutes: January 9, 2023

Action: Received the minutes.

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

- C. Planning Commission Meeting Minutes: February 9, 2023

Action: Received the minutes.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. Approve a Resolution adopting the Master Fee Schedule for Fiscal Year (FY) 2023-24
Public comment received from Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted to approve a resolution adopting the Master Fee Schedule for Fiscal Year (FY) 2023-24, including the annual Consumer Price Index (CPI) adjustment with the following adjustments: 1) Increase lighthouse building entry fees to \$7 for adults and \$3 for ages 7-17; 2) Annual parklet parking spot fee – staff to calculate the fee based on Parking Lot Permit, Annual \$405; 3) Parklet permit fee as a separate line item fee; 4) Outdoor Dining Permit Fee, separate line each for sidewalk and parklet; 5) 4.9% increase in water entitlement rights fees; and 6) Resident parking spot fee stays the same and does not increase. (Resolution No. 23-011.)

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

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

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

- B. Fiscal Year 2022/23 Mid-Year Budget Modifications and First Reading of an Ordinance Amending the Fiscal Year 2022/23 Budget
Public comment received from Andrew Kubica.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Peake, Council voted to

1. Request the City Attorney read the title of the ordinance;
2. Waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance amending the Fiscal Year 2022/23 Operating and Capital Improvement Budget; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

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

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

- C. Tree Appeal: 306 Crocker
Mayor Peake opened the quasi-judicial public hearing.

Council declared no ex parte communication occurred.

Staff provided introduction.

Appellant provided 10 minutes for presentation.

Public comment received from: Tim Calvert, Christine Monson, Lee Willoughby, Susan Goldbeck, Tom Mueller, Doug Mueller, Joy Welch, Sally Moore, Inge Lorentzen Daumer, Thom Akeman, and Kim Akeman.

Appellant provided 5 minutes for rebuttal.

Mayor Peake closed the quasi-judicial public hearing, and returned the matter to Council for dialogue.

Council took a break from 8:12 – 8:24 p.m.

Action: Upon motion by Beck and seconded by Mayor Peake, Council voted to approve the appeal for tree removal permit at 306 Crocker Avenue and direct staff to return with findings to this affect.

Motion failed 2-4-1, by the following roll call vote:

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

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted to hold the de novo public hearing for tree removal permit application #23-011, uphold the decision of the City Arborist denying the removal of three (3) Monterey Cypress trees located at 306 Crocker Avenue, and adopt the findings as presented by staff on page 247 of the Council’s agenda packet.

Motion carried 4-2-1, by the following roll call vote:

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

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. AB481 Military Equipment Use Annual Report
Public comment received from Inge Lorentzen Daumer.

Action: Council received the report.

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

- B. FY21/22 CIP Lookback
Public comment received from Marsha.

Action: Council received the report on the Fiscal Year 21/22 Capital Improvement Plan (CIP).

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

- C. 2023/2025 Council Goals and Workplan
Public comment received from Andrew Kubica, Mike Gibbs, Lisa Ciani, and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, to

review and approve 2023/2025 Goals and Workplan as presented, the motion was set aside for a substitute motion by Councilmember Amelio.

Action: Upon a substitution motion by Councilmember Amelio to approve 2023/2025 Goals and Workplan as presented with a goal added under Recreation Services to explore avenues of a skateboard park, the substitution motion failed for lack of a second.

Action: Upon the original motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted to review and approve 2023/2025 Goals and Workplan as presented.

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

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

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

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the meeting at approximately 10:45 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager: _____ Date _____



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: May 03, 2023
SUBJECT: Resolution Amending Council Policy 000-9 (Council Guidelines) Regarding Public Hearing and Appeal Procedures
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Motion to adopt Resolution Amending Council Policy 000-9 (Council Guidelines) Regarding Public Hearing and Appeal Procedures.
2. Alternative action based on direction of City Council related to this subject matter.

DISCUSSION

At the City Council meeting on April 5, 2023, Mayor Peake presented an item recommending that the City Council direct the City Attorney to prepare a Resolution amending Council Policy 000-9 (Council Guidelines) to implement the proposed public hearing and appeal procedures.

Mayor Peake explained in the Agenda Report of April 5, 2023 that the purpose of policy amendment is to provide a clear public hearing procedure and identify the appropriate city codes that govern hearings and appeals.

Attachment 1 to this Agenda Report is a proposed Resolution Amending Council Policy 000-9 (Council Guidelines) Regarding Public Hearing and Appeal Procedures.

OPTIONS

Do not adopt the proposed resolution.

FINANCIAL IMPACT:

There is no fiscal impact.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

1 Amd Council Policy 000-9 Re Public Hearing and Appeal Procedures with Exhibit A

RESOLUTION NO. 23-xxx

**RESOLUTION AMENDING COUNCIL POLICY 000-9 (COUNCIL GUIDELINES)
REGARDING PUBLIC HEARING AND APPEAL PROCEDURES.**

FINDINGS

1. On April 5, 2023, Mayor Peake presented an item recommending that the City Council direct the City Attorney to prepare a Resolution amending Council Policy 000-9 (Council Guidelines) to implement the proposed public hearing and appeal procedures.

2. Mayor Peake explained in the Agenda Report of April 5, 2023 that the purpose of the policy amendment is to provide a clear public hearing procedure and identify the appropriate city codes that govern hearings and appeals.

3. This Resolution is being presented to the City Council pursuant to the direction from the Council at the April 5, 2023 City Council meeting.

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 the amendment to Council Policy 000-9 to implement the proposed public hearing and appeal procedures such that Council Policy 000-9 shall be as set forth in Exhibit A to this Resolution.
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 3rd day of May, 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 4

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

PGMC Chapter 23.86 Public Meeting and Hearing Procedures shall be adhered to.

Action on Coastal Development Permit applications require adherence to PGMC 23.90.070 CDP application public notice and hearing.

For public hearings involving a quasi-judicial determination by Council the following procedure applies:

1. Council Ex parte communication is disclosed.
2. Staff provides a report on the public hearing item, including correspondence.
3. Public hearing is opened.
4. The applicant or appellant of the item shall be allocated a maximum of 10 minutes to speak. If a single designated spokesperson is provided to the City Clerk, in advance of the meeting, names of persons who request the spokesperson 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 an additional 10 minutes.
5. If a single designated spokesperson in opposition is provided to the City Clerk, in

advance of the meeting, names of persons who request the spokesperson to speak on their behalf, such persons being 10 or greater in number, that single spokesperson shall be allocated a maximum of 10 minutes to speak.

6. Public speakers other than the applicant or appellant or designated spokesperson will each be allocated a maximum of 3 minutes or less to speak, whether in support or opposition.
7. Applicant or appellant of the item shall be allocated a maximum of 5 minutes to speak on rebuttal.
8. Opposition spokesperson shall be allocated a maximum of 5 minutes to speak on surrebuttal.
9. Public hearing is closed.
10. Council dialogue is followed by motion to adopt findings and decision.

III. RECOGNITION BY CHAIR

All persons, including members of the Council, wishing to speak shall first be recognized by the Chair.

IV. APPEAL HEARING

PGMC Chapter 23.74.050 (d) Processing of appeals and call-ups – Actions and Findings shall be adhered to.

PGMC Chapter 23.90.100 Appeals of CDP decisions shall be adhered to for Coastal Development Permit application appeals.

PGMC Chapter 12.70 Appeals shall be adhered to for tree decisions.

The Council shall hold a hearing *de novo* on appeals. 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.

Failure of the Council to reverse, uphold, or uphold with modifications the action appealed or called up, results in the Beautification and Natural Resources Commission or 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.

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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 22, 2023 (Resolution 23-007)
Amended: May 3, 2023 (Resolution 23-XXX)

**ATTACHMENT 2 – REDLINE
CITY OF PACIFIC GROVE
CITY COUNCIL POLICY**

Policy Governing	Policy No.	Effective Date	Page
Council Guidelines	000-9	February 3, 2010	1 of 4

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Amended: May 3, 2023 (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: Tori Hannah, Administrative Services Director/Assistant City Manager
MEETING DATE: May 03, 2023
SUBJECT: Fiscal Year 2022/23 Mid-Year Budget Modifications and Ordinance Amending the Fiscal Year 2022/23 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

No substantive changes were made between first and second reads. The City Clerk caused a summary of the ordinance to be published on April 27, 2023.

The City Council approved the Fiscal Year 2022/23 Budget on June 15, 2022. Throughout the year, the City may make amendments to the budget to reflect updates to revenues and expenditures.

The City Council's approval is needed to amend the budget.

The attached budget amendment ordinance reflects contracts that were approved by the City Council in March, items that were considered at the April 12 Council Meeting, revised estimates for select capital projects, and the addition of a three-quarter time Recreation Coordinator position. While an overview of the items are listed below, the Public Works and Community Development staff will be present at the Council Meeting for any follow-up questions relating to these adjustments.

This proposed budget amendment ordinance was presented at the Council Meeting on April 19, 2023. A summary of the ordinance was published on April 27, 2023.

General Fund - Increased Expenditures of \$164,401

Housing Element Contract

On March 22, 2023, Council approved a contract with Rincon Consultants, Inc. for the Sixth Cycle Housing Element Update. The total amount of the agreement was \$227,918, with \$100,000 available in the approved Fiscal Year 2022/23 Budget. The attached budget amendment ordinance includes the additional \$127,918 that is needed to support the contract.

Harris and Associates Staffing Contract

On April 5, 2023, staff brought forward an item to increase the Harris and Associates contract for contract planner services. This item was continued to April 12, 2023. The amount of the increase attributed to Fiscal Year 2022/23 was \$58,145. This contract was anticipated to be funded by allocating \$34,662 in Community Development Department salary savings; and an appropriation of \$23,483 from the General Fund balance. The additional \$23,483 to support this contract has been included in the budget amendment ordinance.

Chautauqua Hall Preservation Plan, CIP 23-17

This project was originally included in the Fiscal Year 2022/23 Proposed Budget in the American Rescue Plan Act (ARPA) Fund. As part of the mid-year budget process, the current year project allocation was reduced to zero to align with projected expenses, and a revised commencement date in Fiscal Year 2023/24. A competitive quote was received to perform the project; however it was above the original budget allocation. This project is essential to the long-term planning and preservation of Chautauqua Hall, as well as the pursuit of grant funding for future improvements. To assist in moving forward with this project, staff is requesting the reinstatement of \$25,000 in ARPA funds, as well as a \$13,000 transfer from the General Fund to the CIP Fund to support the proposed \$38,000 Plan costs.

Recreation Coordinator Position

The Recreation Department is requesting the addition of a three-quarter time Recreation Coordinator to provide Youth Center Services. This position will provide the necessary oversight on the weekends that will allow for the opening of the Youth Center on Saturday and Sunday throughout the summer. This position will also provide oversight for the afterschool Youth Center programming, which is anticipated to commence for 2-4 days per week starting in May of 2023, and continue for the remainder of the school year. There are sufficient funds in the Fiscal Year 2022/23 Budget to support this position. The annual costs for this position are anticipated to be approximately \$58,400. This position request is consistent with the draft City Council goals.

Local Streets and Roads, Measure X - Increased Expenditures of \$125,155

Fiscal Year 21/22 Crack and Slurry Seal Project, CIP 22-02

This project concluded in August 2022. During the mid-year budget process, the remaining project balance of \$41,174 was adjusted to zero to reflect the project completion. The contractor contacted the City and indicated a final retention invoice was still pending. The proposed amendment reinstates \$12,021 of the original project allocation to provide for payment of the final invoice.

Fiscal Year 21/22 Street Rehabilitation Project, CIP 22-01

This project was originally allocated between multiple funds. The amount attributed to the Sewer Fund's share of the project were less than anticipated; however the allocation to other funds was insufficient to support costs that were ineligible for sewer funding. While the overall project is in alignment with the approved budget, an amendment needs to be made to apply costs to the appropriate funding source. Staff is requesting an additional appropriation of \$113,134 from the Local Streets and Roads Fund (Measure X) to support these costs.

CIP Fund - Increased Revenues and Expenditures of \$13,000

Chautauqua Hall Preservation Plan, CIP 23-17

The budget ordinance includes a transfer-in from the General Fund of \$13,000, along with the corresponding expenditures to support the aforementioned Chautauqua Hall Preservation Plan.

Road Maintenance and Rehabilitation Account (RMRA)/SB1 Fund - Increased Expenditures of

\$65,000

Fiscal Year 22/23 Crack and Slurry Seal Project, CIP 23-02

Following a competitive bid process, it was determined that an additional \$65,000 was needed to support the crack and slurry seal of 630,000 SF of roadway, which was identified for treatment in the City's Pavement Management Program. Crack and slurry sealing is a vital maintenance activity that helps preserve the City's roads against rapid deterioration and potholes due to inclement weather. This is a cost-effective maintenance treatment that helps ensure roads remain in good condition for years to come.

Sewer Fund - Increased Expenditures of \$190,000

Fiscal Year 22/23 Road Rehabilitation Project, CIP 23-01

During the engineering phase of this project, underground infrastructure was CCTV videoed to assess existing conditions. It was anticipated, based on the age of lines and construction records, that segments of the sewer infrastructure would need to be replaced. As such, the project budget included the funds to address the anticipated need. While videoing, staff discovered the sewer line on 16th Street from Pine to Junipero Ave. was in a deteriorated state and in need of replacement. Although it was outside of the bounds of the original segment of 16th Street, that needed to be addressed, due to the critical nature of sewer infrastructure, improvements to 16th Street between Spruce and Junipero Ave. were engineered.

Based on the engineer's estimate, there is sufficient funding in the approved budget to support the sewer improvements; however an additional appropriation is needed to support the pavement rehabilitation that is required following the sewer improvements. As such, the street improvements on 16th Street (from Spruce to Junipero) were included as a bid additive (Bid Additive 2). The sewer elements were included in the base bid and this item is scheduled to be considered by the City Council at the April 12 Meeting. A separate contract will be brought forth for Bid Additive 2, if this budget amendment is approved.

ARPA Fund - Reinstatement of expenditures in the amount of \$25,000

Chautauqua Hall Preservation Plan, CIP 23-17

The budget ordinance reinstates the original \$25,000 that was appropriated for this project. An additional proposed \$13,000 to support this Plan has been included in a transfer from the General Fund to the CIP Fund.

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 \$164,401. This is projected to result in an estimated ending *unassigned* General Fund balance of approximately \$11.1 million. This places the estimated ending fund balance \$816,000 above the City's updated reserve threshold of \$10.3 million.

The net change to all other funds are provided within the ordinance.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Budget Amendment Ordinance

ORDINANCE NO. xx-xxx

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING 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 April 27, 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 reference are incorporated as set forth in its entirety.

Budget Adjustment Summary	
Fund	Increase/(decrease)
63 - CIP Fund	13,000

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.

Budget Adjustment Summary	
Fund	Increase/(decrease)
01 - General Fund	164,401
17 - Local Streets and Roads	125,155
47 - Road Maintenance and Rehab. (RMRA/SB1)	65,000
63 - CIP Fund	13,000
76 - Sewer	190,000
84 - American Rescue Plan Act (ARPA)	25,000

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

Fund	Beginning Fund Balance	Est. Revenue	Est. Expense	Est. Ending Fund Balance
01 - General Fund	12,010,279	31,253,000	32,163,307	11,099,972
17 - Local Streets and Roads	955,564	774,992	1,681,633	48,923
47 - Road Maintenance and Rehab. (RMRA/SB1)	476,538	325,978	669,806	132,710
63 - CIP Fund	(21,195)	2,888,233	1,870,393	996,645
76 - Sewer ⁽¹⁾	21,575,089	4,316,666	4,351,871	21,539,884
84 - American Rescue Plan Act (ARPA)	293,369	1,849,559	2,030,199	112,729

(1) The estimated ending "available" fund balance for Sewer Fund is \$6,245,156.

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 3rd day of May, 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
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: May 03, 2023
SUBJECT: Third Quarter Treasurer's Quarterly Report – Fiscal Year 2022-23
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the report.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

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

This report reflects the City's balances as of March 31, 2022, and shows that cash and investments held citywide, with a market value of \$27,906,090. All investments are in government securities, certificates of deposit (CD), or other approved investment vehicles. The maturity dates are ladderred, to ensure liquidity. All bank balances are insured. The City does not actively trade either certificates of deposits or federal agency securities but hold investments in the portfolio for maturity.

Date	Description	Rate	Dollar Amt/ Face Value	Activity
01/10/23	Dort Finl Credit, Grand Blanc, MI, CD	4.50%	\$247,000	Purchase
01/17/23	Liberty First Credit Union, Lincoln, NB, CD	4.55%	\$249,000	Purchase
01/19/23	Technology Credit Union, San Jose, CA, CD	5.00%	\$248,000	Purchase
01/25/23	Morgan Stanley Bank, Salt Lake City, UT, CD	2.65%	\$246,000	Maturity
01/30/23	Wells Fargo National Bank, Las Vegas, NV, CD	1.90%	\$249,000	Maturity
01/31/23	Signature Federal Credit Union, Alexandria, VA, CD	4.40%	\$249,000	Purchase
01/31/23	Manufacturers and Traders, Buffalo, NY, CD	4.50%	\$244,000	Purchase

02/17/23	First Technology Fed. Credit Union, Mtn. View, CA, CD	4.85%	\$249,000	Purchase
03/15/23	Lyons National Bank, NY, CD	4.75%	\$244,000	Purchase
03/17/23	Celtic Bank, Salt Lake City, UT, CD	4.70%	\$249,000	Purchase
03/24/23	Bell Bank, Fargo, ND, CD	0.85%	\$249,000	Maturity
03/24/23	Morgan Stanley Bank, Salt Lake City, UT, CD	4.90%	\$244,000	Purchase
03/28/23	Truliant Fed. Credit Union, Winston Salem, NC, CD	5.00%	\$247,000	Purchase
03/30/23	Centerstate Bank, Winterhaven, FL, CD	0.90%	\$242,000	Maturity
03/30/23	Flagstar Bank, Hicksville, NY, CD	5.25%	\$243,000	Purchase

Investment Notes:

- The average yield on the City's portfolio for the quarter is 2.89%. This represents a yield rate that is 0.44% greater than prior quarter and 1.65% greater the same quarter in the prior year.

OPTIONS

N/A – This is an informational report.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Third Quarter Treasurers Report

City of Pacific Grove Treasurer's Report
Quarter Ending March 31, 2023

DEPOSITORY	ACCOUNT	DESCRIPTION OF SECURITY	MATURITY DATE	INTEREST RATE/YIELD	DOLLAR/PAR AMOUNT	MARKET VALUE
State of California	Local Agency Investment Fund (LAIF)		Immediate	2.74%	9,894,840.91	9,894,840.91
Bank of America	Checking	Pooled Cash	Immediate		747,818.64	747,818.64
N/A	Petty Cash	General	Immediate		685.00	685.00
Concourse Financial	Cash	Dreyfus Govt Cash Mngt		4.29%	900,840.39	900,840.39
Concourse TVI	Certificate of Deposit	Alabama Cr Un Tuscaloosa Ala Sh Ctf	11/22/2024	4.90%	248,000.00	247,583.36
Concourse TVI	Certificate of Deposit	All In Fed Cr Un Daleville AL Sh Ctf	12/20/2027	4.40%	249,000.00	244,117.11
Concourse TVI	Certificate of Deposit	Alliant Cr Un Chicago Ill Sh Ctf	12/30/2027	4.85%	249,000.00	248,855.58
Concourse TVI	Certificate of Deposit	Ally Bk Sandy Utah	6/9/2026	3.00%	246,000.00	232,300.26
Concourse TVI	Certificate of Deposit	Amerant Bk Natl Assn Coral Gables FL	12/3/2025	0.45%	249,000.00	221,179.23
Concourse TVI	Certificate of Deposit	American Express Natl Bk	7/13/2027	3.25%	246,000.00	230,487.24
Concourse TVI	Certificate of Deposit	Austin Telco Fed Cr Un Tex Sh CTF	12/16/2026	4.95%	249,000.00	249,321.21
Concourse TVI	Certificate of Deposit	BMW Bk North Amer Salt Lake City Utah	11/20/2025	0.50%	249,000.00	222,083.10
Concourse TVI	Certificate of Deposit	BMO Harris Bk Natl Assn Chicago Ill	6/10/2024	2.80%	246,000.00	239,559.72
Concourse TVI	Certificate of Deposit	Bank Baroda New York Brh	7/22/2025	0.65%	249,000.00	225,937.62
Concourse TVI	Certificate of Deposit	Baxter Cr Un Vernon Hills Ill Sh CTF	11/30/2026	5.00%	248,000.00	248,736.56
Concourse TVI	Certificate of Deposit	Baycoast Bnk Swansea Mass CTF	1/24/2025	1.70%	247,000.00	233,069.20
Concourse TVI	Certificate of Deposit	Bridgewater Bk St Louis Pk, MN	11/28/2025	0.45%	249,000.00	221,308.71
Concourse TVI	Certificate of Deposit	Capital One Natl Assn McLean VA CTF	8/7/2024	2.25%	247,000.00	238,014.14
Concourse TVI	Certificate of Deposit	Capital One Natl Assn Glen Allen VA CTF	6/9/2025	3.00%	246,000.00	236,177.22
Concourse TVI	Certificate of Deposit	Celtic Bk Salt Lake City Utah	3/17/2027	4.70%	249,000.00	247,062.78
Concourse TVI	Certificate of Deposit	Direct Fed Cr Un Needham Mass SH CTF	11/9/2026	4.75%	249,000.00	247,682.79
Concourse TVI	Certificate of Deposit	Discover BknGreenwood Del	6/7/2027	3.15%	246,000.00	229,830.42
Concourse TVI	Certificate of Deposit	Dort Finl CR Grand Blanc MI	1/12/2026	4.50%	247,000.00	244,376.86
Concourse TVI	Certificate of Deposit	Enerbank Salt Lake City UT CTF	6/28/2023	3.20%	246,000.00	244,878.24
Concourse TVI	Certificate of Deposit	1ST Finl Bk Dakota Dunes SD	7/11/2024	2.90%	249,000.00	242,329.29
Concourse TVI	Certificate of Deposit	First Technology FED CR Mtn View CA	2/18/2025	4.85%	249,000.00	248,472.12
Concourse TVI	Certificate of Deposit	Flagstar BK Hicksville New York	4/24/2025	5.25%	243,000.00	244,443.42
Concourse TVI	Certificate of Deposit	Greenwood Cr Un Warwick RI SH CTF	5/28/2024	4.95%	248,000.00	247,628.00
Concourse TVI	Certificate of Deposit	Ideal Cr Un Woodbury MN SH CTF	12/29/2027	4.50%	249,000.00	245,165.40
Concourse TVI	Certificate of Deposit	Industrial & Coml Bk China USA Natl Assn NY CTF	2/11/2026	0.45%	249,000.00	219,630.45
Concourse TVI	Certificate of Deposit	JPMorgan Chase BK NA Columbus OH CTF Dep	12/15/2025	0.50%	248,000.00	220,526.56
Concourse TVI	Certificate of Deposit	Latino Cmnty Cr Un Durham NC SH CTF	12/21/2027	4.50%	249,000.00	245,165.40
Concourse TVI	Certificate of Deposit	Liberty Fed Cr Un Evansville IN SH CTF	12/9/2024	4.90%	249,000.00	248,601.60
Concourse TVI	Certificate of Deposit	Liberty First Cr Un Lincoln Neb	1/20/2026	4.55%	249,000.00	246,659.40
Concourse TVI	Certificate of Deposit	Live Oak Bkg Co Wilmington NC CTF Dep	11/27/2024	1.85%	249,000.00	236,525.10
Concourse TVI	Certificate of Deposit	Lyons Natl BK NY	3/16/2026	4.75%	244,000.00	242,980.08
Concourse TVI	Certificate of Deposit	Manufacturers & Traders Buffalo NY	1/31/2025	4.50%	244,000.00	241,967.48
Concourse TVI	Certificate of Deposit	Merrick Bk South Jordan Utah	1/31/2025	1.80%	249,000.00	235,170.54
Concourse TVI	Certificate of Deposit	Minnwest Bk Redwood Falls Minn Ctf Dep	7/15/2025	0.50%	249,000.00	225,115.92
Concourse TVI	Certificate of Deposit	Morgan Stanley Bk N A Salt Lake City Ut CTF	3/23/2028	4.90%	244,000.00	244,556.32
Concourse TVI	Certificate of Deposit	Morgan Stanley Private Bk Natl Assn Pur N Y	12/6/2023	3.55%	245,000.00	242,420.15
Concourse TVI	Certificate of Deposit	Mountain Amer Fed Cr Un West Jordan UT SH CTF	5/28/2024	5.00%	248,000.00	247,766.88
Concourse TVI	Certificate of Deposit	New York Cmnty Bk Westbury N Y	7/1/2026	0.70%	249,000.00	217,847.61
Concourse TVI	Certificate of Deposit	Preferred Bk Los Angeles Calif Ctf Dep	8/16/2024	2.00%	249,000.00	238,915.50
Concourse TVI	Certificate of Deposit	Raymond Jmes Bk Natl Assn St Petersburg FL CTF Dep	11/8/2023	1.75%	247,000.00	242,143.98
Concourse TVI	Certificate of Deposit	Sallie Mae Bk Salt Lake City UT CTF	5/23/2023	3.20%	246,000.00	245,353.02
Concourse TVI	Certificate of Deposit	Signature FED Cr Un Alexandria VA	1/31/2028	4.40%	249,000.00	244,102.17
Concourse TVI	Certificate of Deposit	Southern Bk Poplar Bluff MO CTF DEP	11/8/2024	4.70%	249,000.00	247,802.31
Concourse TVI	Certificate of Deposit	Synchrony Bk Retail CTF Dep Citigroup Instl CTF Dep	12/10/2026	1.25%	248,000.00	217,969.68
Concourse TVI	Certificate of Deposit	Technology CR UN San Jose CA	1/21/2025	5.00%	248,000.00	248,084.32
Concourse TVI	Certificate of Deposit	Texas Exchange Bk SSB Crowley Ctf Dep	11/25/2025	0.60%	249,000.00	221,385.90
Concourse TVI	Certificate of Deposit	Truliant FED Cr Un Winston Salem NC	3/27/2026	5.00%	247,000.00	247,679.25
Concourse TVI	Certificate of Deposit	UBS Bk USA Salt Lake City Ut	6/23/2026	0.75%	249,000.00	218,156.37
Concourse TVI	Certificate of Deposit	US Alliance FCU Rye New York SH CTF	9/30/2027	4.00%	249,000.00	240,150.54
Concourse TVI	Certificate of Deposit	University Bk Ann Arbor MICH CTF DEP	11/30/2027	4.20%	249,000.00	242,052.90
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	9/30/2025	0.60%	250,000.00	228,622.50
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	5/31/2026	0.70%	250,000.00	227,227.50
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	4/15/2025	3.35%	500,000.00	485,685.00
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	1/11/2027	1.470%	530,000.00	479,634.10
Total Concourse - General					15,066,840.39	14,471,338.50
TOTAL GENERAL INVESTMENTS					25,710,184.94	25,114,683.05

**City of Pacific Grove Treasurer's Report
Quarter Ending March 31, 2023**

DEPOSITORY	ACCOUNT	DESCRIPTION OF SECURITY	MATURITY DATE	INTEREST RATE/YIELD	DOLLAR/PAR AMOUNT	MARKET VALUE
Concourse TVI Yount	Cash	Sweep Money Market Fund		4.29%	740.85	740.85
Concourse TVI Yount	Fixed Income	Bank Hapoalim B M New York BRH Ctf Dep	12/15/2025	0.50%	205,000.00	182,288.05
Concourse TVI Yount	U.S.Treasury Securities	United Sts Treas NTS	4/30/2024	2.50%	180,000.00	175,998.60
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	9/16/2025	0.55%	96,000.00	87,597.12
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide	5/13/2026	0.88%	170,000.00	153,079.90
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	1/11/2027	1.47%	97,000.00	87,782.09
Concourse TVI Yount	U.S. Government Bonds	Federal Agric Mtg Corp Medium Terms Nts Fed	1/15/2026	0.48%	95,000.00	86,407.25
Total Concourse - Endowments					843,740.85	773,893.86
TOTAL INVESTMENTS HELD FOR ENDOWMENTS					843,740.85	773,893.86
Umpqua Bank	Money Market			0.01%	2,017,513.15	2,017,513.15
Total Umpqua Bank					2,017,513.15	2,017,513.15
TOTAL RESERVE INVESTMENT					2,017,513.15	2,017,513.15
GRAND TOTAL					28,571,438.94	27,906,090.06



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: May 03, 2023
SUBJECT: Third Quarter Budget Report
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the report.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Administrative Services Department produces quarterly financial reports to assist in evaluating the City's fiscal condition. The attached report provides details on General Fund revenues and expenditures, as well as a summary related to enterprise funds.

Additional information regarding City finances, can be accessed from the following link: [City Finance Information](#)

OPTIONS

N/A. This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact. The report is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Third Quarter Budget Report



City of Pacific Grove

Third Quarter Budget Report – Fiscal Year 22/23

Fund Summaries

The following tables provide an overview of current revenues and expenditures for each major fund. A summary of each fund, along with additional details on the General Fund are provided in the subsequent sections.

Revenues				
Fund	FY 22/23 Amended	YTD Transactions	% of Budget	Prior YTD Transactions
01 General Fund	\$31,253,000	\$19,253,253	62%	\$18,656,021
74 Local Water Project	1,356,187	469,962	35%	528,259
75 Cemetery	672,800	659,909	98%	582,438
76 Sewer Fund	4,316,666	1,912,876	44%	2,362,517
77 Golf	797,500	695,156	87%	592,500

Expenditures				
Fund	FY 22/23 Amended	YTD Transactions	% of Budget	Prior YTD Transactions
01 General Fund	\$31,998,906	\$22,015,619	69%	\$19,077,206
74 Local Water Project	1,592,536	674,264	42%	634,573
75 Cemetery	605,669	368,224	61%	339,209
76 Sewer Fund	4,161,871	1,787,143	43%	1,798,021
77 Golf	427,500	350,440	82%	299,284

General Fund Overview

General Fund revenues and expenditures are trending relatively consistent with the budgetary projections. The differences in the year-to-date (YTD) revenues are primarily related to economic recovery; and a corresponding planned increase in expenditures.

At the close of the third quarter, expenditures exceeded revenues by approximately \$2.8 million. This variance is due to uneven revenue receipting patterns, combined with a significant debt service payment at the beginning of the year. This third quarter deficit is also evident in the prior year. Specific information related to major revenue categories and departmental expenditures are provided within this section.

The City continually monitors the budget on a regular basis. If any significant budgetary variances are identified, a budget amendment will be requested as part of the mid-year budget process; or through a separate budget amendment during the year. The budgetary amounts listed in this report reflect the mid-year budget adjustment.

General Fund Revenues

The following chart provides an overview of the General Fund revenues. All receipts are trending consistent with the prior year or the annual budget. The Fiscal Year 22/23 year to date revenues are approximately \$597,000 or 3.2% greater than the prior year. Any significant variances are listed in the subsequent table.

Revenues	Amended Budget	YTD Transactions	% Used / Rec'd	Prior YTD Transactions
Taxes:				
Property Taxes	\$9,102,000	\$5,299,211	58%	\$4,877,380
Transient Occupancy Tax	6,387,000	4,335,339	68%	3,994,948
Transient Use Licenses	95,000	78,514	83%	74,003
Sales and Use Tax	5,564,000	3,053,986	55%	2,473,614
Business License Tax	365,000	370,299	101%	315,549
Franchise Tax	1,555,000	820,184	53%	722,413
Utility User Tax	1,965,000	1,371,443	70%	1,250,094
Other Tax	176,000	108,430	62%	145,786
Total Taxes	\$25,209,000	\$15,437,406	61%	\$13,853,787
Other:				
Licenses and Permits	987,000	704,042	71%	669,218
Intergovernmental	401,000	64,112	16%	89,484
Charges for Services	2,061,000	1,420,081	69%	1,153,210
Fines and Forfeitures	106,000	98,376	93%	25,583
Interest, Rents, Conc.	378,000	232,192	61%	210,466
Other Revenues	1,311,000	497,043	38%	673,049
Interfund Transfers	800,000	800,000	100%	1,981,224
Totals	\$31,253,000	\$19,253,253	62%	\$18,656,021

Property Taxes

Property Tax revenues are received in December and April, with a minor payment in June. The \$5.3 million in property tax receipts represent the December property tax distribution.

Transient Occupancy Tax and Licenses

At the close of the third quarter, the City received \$4.3 million in transient occupancy revenue, which represents 68% of the budgeted revenues. This amount is 8.5% or \$340,391 greater than the prior year. The year-to-date transactions reflect eight payments within each fiscal year.

Sales Tax

The Fiscal Year 22/23 amount reflects seven months of sales tax receipts, which is equivalent to the number of payments received in the prior year. This is \$580,371 or 23.5% greater than the prior year. This is primarily related to Measure A sales tax revenues. This new 0.50% local tax became effective in October 1, 2022.

Franchise Taxes

This revenue category has uneven receipting patterns, with two utilities typically submitting a single large payment in the fourth quarter.

Other Tax

In Fiscal Years 20/21 and 21/22, the amount of Real Estate Transfer Taxes nearly doubled, when compared to Fiscal Year 19/20. The amounts received in the first three quarters of this fiscal year are trending lower than the prior year, which could indicate a gradual return to traditional levels.

Intergovernmental

Intergovernmental revenues can vary based on the timing of grant reimbursements. In the first three quarters of the year, there were minimal grant billings or receipts in the General Fund.

Charges for Services

Charges for services increased by approximately 23.1% or \$266,871 when compared to the prior year. This is primarily due to increased plan check fees, which includes a single payment of \$100,000; and greater receipts in zoning enforcement activities, special event revenues, and various recreation fees.

Fines and Forfeitures

In Fiscal Year 22/23, the City received an \$80,414 payment related to a code enforcement case. Revenues in this category vary each year.

Other Revenues

The revenues within this category may vary each year. The Fiscal Year 22/23 budgeted amount includes \$625,187 in anticipated proceeds from a water entitlement promissory note. This pending one-time receipt primarily contributes to the budgetary variance.

Interfund Transfers

In Fiscal Year 22/23, a transfer of \$800,000 in American Rescue Plan Act (ARPA) funds was appropriated to assist in supplementing the General Fund. The amount transferred relates to corresponding expenditures that were identified in the first three quarters. In Fiscal Year 21/22, transfers from the Operating Donations Fund and the ARPA Fund were initiated to align with approved expenditures.

Expenditures

Department expenditures may not typically trend with the percentage of year that has elapsed. The primary exception is the underlying salary and benefit costs, which are trending consistent with the number of completed payperiods. The Fiscal Year 22/23 year to date expenditures are \$2.9 million or 15.4% greater than the prior year. Additional information specific to departments are listed below the table.

Expenditures	FY 22/23 Amended	YTD Transactions	% of Budget	Prior YTD Transactions
City Council	490,331	222,178	45%	233,251
City Manager	1,223,495	767,262	63%	769,543
City Attorney	711,100	312,306	44%	489,568
Economic Development	335,177	169,450	51%	-
Finance	1,443,702	890,360	62%	828,419
Information Services	914,389	535,784	59%	464,589
Police	7,925,586	5,712,040	72%	5,159,767
Fire	4,365,373	3,526,458	81%	2,841,794
Public Works	4,296,703	2,814,997	66%	2,499,287
Community Development	2,912,968	1,555,833	53%	1,394,294
Library	1,116,332	811,205	73%	714,040
Recreation	930,065	543,549	58%	471,053
Museum	325,500	248,941	76%	229,081
Subtotal	\$26,990,721	\$18,110,363	67%	\$16,094,685
Capital Outlay	1,244,221	995,648	80%	468
Transfers to CIP Fund	575,000	431,250	75%	499,280
Debt Service	2,239,777	2,235,358	100%	2,162,610
Interfund Transfers	949,187	243,000	26%	320,164
Total Expenditures	\$31,998,906	\$22,015,619	69%	\$19,077,206

City Council

The annual budgetary variance of \$268,153 primarily relates to the timing of legal and professional service payments. The remaining Fiscal Year 22/23 unexpended amount includes commitments of \$169,088 for various contracts.

City Attorney

At the close of the third quarter, approximately 44% of the City Attorney budget was expended. The majority of the unexpended funds or \$345,913, has been encumbered or earmarked for specific legal contracts.

Economic Development

In Fiscal Year 22/23, the City established a new department to track expenditures for economic development programs. These costs were previously recorded in the City Manager and Community Development Department budgets. The budgetary difference primarily reflects the timing of Economic Development Commission expenditures; and the use of façade program funds.

Finance Department

In the first three quarters of the year, the Finance Department expended approximately 62% of the budgeted amount. The budgetary variance primarily reflects funds set aside for a comprehensive study of City fees, a cost allocation plan, and developer impact fee analysis; a pending invoice from the State for the implementation of Measure A; and timing of contracts.

Information Technology Department

The budgetary difference primarily reflects the timing of contract services, as well software licensing costs that are typically paid within the last quarter of the fiscal year.

Fire

The annual difference in fire expenditures reflect the timing of monthly payments and a prior year true-up of \$152,351. The Fiscal Year 22/23 year-to-date expenditures includes one additional monthly payment of \$235,786 for contract fire services, as well as increased pension costs.

Community Development

In the first three quarters of the fiscal year, the Community Development Department has expended \$1.6 million or approximately 53% of the budgeted funds, with an additional \$723,827 encumbered or reserved for specific contracts. The annual and budgetary difference primarily relate to the timing of contract services, as well as corresponding payments. The Fiscal Year 22/23 expenditures include one additional monthly payment for building contract services, when compared to the prior year.

Recreation

Recreation expenditures reflect approximately 58% of the amended budget. This represents an increase of \$72,496 when compared to the prior year. The amended budget includes funding to expand recreation operations and seasonal programs.

Interfund Transfers

In Fiscal Year 22/23, the budgeted amount represents a \$725,187 transfer in water entitlement sales to the Local Water Project to support operations and repay the Interfund Sewer Loan; and \$224,000 in transfers to the Public Safety Augmentation Fund for emergency dispatch services. The water entitlement revenues are comprised of a developer promissory note in the amount of \$625,187; and a \$100,000 General Fund contribution. The \$625,187 amount will be transferred upon receipt of the payment. The transfers through

the third quarter represent 75% of the contribution towards emergency dispatch fees and Local Water Project operations.

Other Funds

Local Water Project (LWP)

The LWP revenues for the first three quarters of Fiscal Year 22/23, include a \$75,000 transfer of water entitlement proceeds; and operating revenues of \$394,962. The Fiscal Year 21/22 operating revenues for the same period were \$360,119, prior to transfers. Annual expenditures were approximately \$40,000 greater than the prior year. Contributing factors include increased water utility costs which resulted from the failure of a mechanical component within the plant; and decreased wastewater flows in the City's main trunk lines during the evening hours.

Cemetery

The Cemetery expenditures are trending relatively close to the percentage of time that has elapsed. The first three quarters of Cemetery revenues represent 98% of the budgeted amount; and signify a 13.3% or a \$77,471 increase over the prior year. In the first quarter of Fiscal Year 22/23, staff worked to map historical and new sections of the El Carmelo Cemetery. This included Section T, a recent addition of 36 new single burial sites. Multiple new sites within this area were sold, contributing to increased revenues.

Sewer Fund

Sewer fund revenues are approximately \$450,000 less than the prior year. Due to the timing associated with collecting and remitting bi-monthly payments to the City, only three payments were received through the third quarter of this fiscal year, as compared to four in the prior year. The delayed payment for Fiscal Year 22/23 was received in April. The City contracts with Monterey One Water to collect sewer use fees. The Sewer Fund has sufficient fund balance to manage any cash flow requirements. The annual and budgetary variances in expenditures are primarily related to the timing of capital projects.

Golf Course

Golf Course revenues are \$102,655 or 17.3% greater than the prior year. This includes a one-time percentage-based payment that was in excess of the prior year. Expenditures are \$51,156 or 17.1% greater than the prior year amount. This increase reflects a planned replacement of HVAC unit at the golf course clubhouse and a contribution to the Golf Course capital trust fund. The expenditures within the first three quarters of the year, also include a debt service payment of \$136,000.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jennifer Pope, Management Analyst
MEETING DATE: May 03, 2023
SUBJECT: Third Quarter Purchase Order Report
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the Third Quarter Purchase Order Report.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Third Quarter Purchase Order Report includes information on purchase orders that were issued under \$40,000. This report is intended to be consistent with the reporting requirement in Section 2.16.160 of the City's Purchasing Systems and Procedures.

Purchase orders are required for purchases of supplies, services, materials, equipment, and contractual services over \$5,000.

The Purchase Order Report includes:

- Vendor name
- Date the purchase order was issued
- Description of the encumbered funds
- Purchase order amount
- Preliminary year-to-date expenses through the third quarter

This report was previously a part of the Quarterly Budget Report, but based on the recommendation from the Finance Subcommittee, it is now presented independently.

OPTIONS

N/A - This is an informational report.

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Purchase Order Report

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000109	CITY ATTORNEY	111		COLANTUONO, HIGHSMITH & WHATLEY	10/02/22	LEGAL ASSISTANCE - HOBBS	2,200.00	814.00	OPEN
23000125	CITY ATTORNEY	111		COLANTUONO, HIGHSMITH & WHATLEY	11/03/22	PG&E UUT LEGAL SERVICES	1,468.38	901.04	OPEN
23000160	CITY ATTORNEY	111		NOLAND, HAMERLY, ETIENNE, & HOSS	01/04/23	ENAYATI CASE #22CV001017	32,337.41	5,610.59	OPEN
23000180	CITY ATTORNEY	111		NOLAND, HAMERLY, ETIENNE, & HOSS	02/06/23	ENAYATI CASE #21CV00278	30,000.00	13,201.77	OPEN
23000183	CITY ATTORNEY	111		BEST BEST & KRIEGER ATTORNEYS	02/08/23	TELECOMMUNICATION ISSUES	38,537.50	6,537.00	OPEN
23000047	CITY MANAGER	121		ELLIS INVESTIGATIONS	08/13/22	IMPARTIAL WORKPLACE INVESTIGATION	9,995.00	7,377.50	OPEN
23000077	CITY MANAGER	121		NOLAND, HAMERLY, ETIENNE, & HOSS	09/04/22	LEGAL ADVICE EE DISC APPEAL	4,121.92	258.07	OPEN
23000080	CITY MANAGER	121		REVIZE, LLC	9/8/2022	WEBSITE SERVICES	7,675.00	7,675.00	CLOSED
23000094	CITY MANAGER	121		HDL ECONSOLUTIONS	09/18/22	ECONOMIC DEVELOPMENT CONSULTANT	39,750.00	-	OPEN
23000095	CITY MANAGER	121		HINDERLITER, DE LLAMAS & ASSOCIATES	09/18/22	CANNABIS ORDINANCE CONSULTANT	15,000.00	1,500.00	OPEN
23000096	CITY MANAGER	121		LIEBERT CASSIDY WHITMORE	09/23/22	LEGAL SERVICES - POA NEGOTIATIONS	15,000.00	9,265.00	OPEN
23000103	CITY MANAGER	121		BRYCE CONSULTING, INC.	09/25/22	CLASS & COMPENSATION STUDY	9,528.00	-	OPEN
23000106	CITY MANAGER	121		CUSTOM INK	9/27/2022	SUPPLIES	4,671.03	4,589.47	CLOSED
23000110	CITY MANAGER	121		DE LAY & LAREDO	10/2/2022	LEGAL SERVICES	12,506.00	12,506.00	CLOSED
23000204	CITY MANAGER	121		TRIEPI SMITH & ASSOCIATES	03/22/23	PIO/SOCIAL MEDIA SERVICES	39,999.00	4,750.00	OPEN
23000035	ADMINISTRATIVE SERVICES	131		QUADIENT LEASING USA	07/31/22	MAIL MACHINE	1,993.72	1,000.66	OPEN
23000054	ADMINISTRATIVE SERVICES	131		CENTRALSQUARE TECHNOLOGIES	08/20/22	UPGRADE SOFTWARE	11,830.00	3,465.00	OPEN
23000113	ADMINISTRATIVE SERVICES	131		WELLS FARGO FINANCIAL	10/12/22	KONIKA LEASE	12,920.84	7,823.78	OPEN
23000134	ADMINISTRATIVE SERVICES	131		ROBERT HALF INTERNATIONAL	11/17/22	TEMPORARY EMPLOYMENT	39,999.00	33,346.08	OPEN
23000144	ADMINISTRATIVE SERVICES	131		FOSTER & FOSTER CONSULTING ACTUARIES	12/2/2022	GASB 75 CONSULTING	4,313.00	1,949.00	CLOSED
23000147	ADMINISTRATIVE SERVICES	131		MCGILLOWAY, RAY, BROWN & KAUFMAN	12/02/22	IMPLEMENTATION OF GASB 87	8,000.00	6,200.00	OPEN
23000149	ADMINISTRATIVE SERVICES	131		CLEARGOV	12/02/22	FISCAL TRANSPARENCY SOFTWARE	8,750.00	-	OPEN
23000168	ADMINISTRATIVE SERVICES	131		CALTRONICS BUSINESS SYSTEMS	01/31/23	COPIES FROM THE KONIKA	12,387.32	831.18	OPEN
23000202	ADMINISTRATIVE SERVICES	131		FOSTER & FOSTER CONSULTING ACTUARIES	03/22/23	GASB 68 ACTUARIAL INFORMATION	1,950.00	-	OPEN
23000203	ADMINISTRATIVE SERVICES	131		FOSTER & FOSTER CONSULTING ACTUARIES	03/22/23	CALPERS ANALYSIS	24,000.00	-	OPEN
23000040	INFORMATION TECHNOLOGY	133		KNOWBE4	8/7/2022	CYBERSECURITY TRAINING	3,576.00	3,576.00	CLOSED

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000052	INFORMATION TECHNOLOGY	133		SHI INTERNATIONAL	8/20/2022	WATCHGUARD	3,690.72	3,690.72	CLOSED
23000063	INFORMATION TECHNOLOGY	133		ALVAREZ TECHNOLOGY GROUP	08/28/22	AFTER HOURS SUPPORT	15,000.00	4,050.00	OPEN
23000097	INFORMATION TECHNOLOGY	133		CITIES DIGITAL, INC	9/25/2022	DOCUMENT MANAGEMENT	39,000.00	39,000.00	CLOSED
23000114	INFORMATION TECHNOLOGY	133		PROTELESIS	10/18/22	MITEL VOIP SYSTEM MAINTENANCE	12,000.00	6,049.98	OPEN
23000120	INFORMATION TECHNOLOGY	133		SOLARWINDS	10/21/2022	ANNUAL MAINTENANCE	668.00	-	OPEN
23000122	INFORMATION TECHNOLOGY	133		GEOGRAPHIC TECHNOLOGIES GROUP INC.	10/25/2022	GIS IMPLEMENTATION	25,520.00	25,520.00	CLOSED
23000123	INFORMATION TECHNOLOGY	133		ESRI, INC.	10/25/2022	ARCGIS SOFTWARE	20,500.00	20,500.00	CLOSED
23000142	INFORMATION TECHNOLOGY	133		ESRI, INC.	12/2/2022	GIS SOFTWARE RENEWAL	5,400.00	5,389.04	CLOSED
23000143	INFORMATION TECHNOLOGY	133		CDW GOVERNMENT, INC	12/2/2022	VM WARE CARBON BLACK	2,299.00	2,299.00	CLOSED
23000170	INFORMATION TECHNOLOGY	133		SHI INTERNATIONAL	1/31/2023	HPE SUPPORT	9,866.67	9,866.67	CLOSED
23000171	INFORMATION TECHNOLOGY	133		SHI INTERNATIONAL	1/31/2023	ACROBAT PRO	4,183.23	4,183.23	CLOSED
23000181	INFORMATION TECHNOLOGY	133		PEOPLE INFORMATION EARTH SERVICES	2/6/2023	GIS CONSULTING SERVICES	9,070.00	9,070.00	CLOSED
23000195	INFORMATION TECHNOLOGY	133		PEOPLE INFORMATION EARTH SERVICES	02/23/23	PARCEL VIEWER, ARCGIS, & CARTOGRAPHY	21,840.00	-	OPEN
23000196	INFORMATION TECHNOLOGY	133		THE COMPUTING TECHNOLOGY	03/09/23	GOVERNMENT CIO PROGRAM	3,700.00	-	OPEN
23000207	INFORMATION TECHNOLOGY	133		ESRI, INC.	03/23/23	ESRI ANNUAL TRAINING PASS	3,580.00	-	OPEN
23000087	COMMUNITY DEVELOPMENT	201		RINCON CONSULTANTS, INC	09/18/22	ON CALL PEER REVIEW OF CEQA DOCS	20,000.00	296.25	OPEN
23000089	COMMUNITY DEVELOPMENT	201		BEST BEST & KRIEGER ATTORNEYS	09/18/22	ASSIST & REVIEW HOUSING POLICY	30,917.00	-	OPEN
23000141	COMMUNITY DEVELOPMENT	201		REGIONAL GOVERNMENT SERVICES	11/30/2022	ON-CALL PLANNING SERVICES	39,000.00	7,015.00	CLOSED
23000192	COMMUNITY DEVELOPMENT	201		HARRIS & ASSOCIATES, INC	02/23/23	TEMPORARY JUNIOR PLANNER	39,999.00	6,670.00	OPEN
23000193	COMMUNITY DEVELOPMENT	201		GOOD CITY COMPANY	02/23/23	PLANNING SERVICES	39,000.00	1,950.00	OPEN
23000173	COMMUNITY DEVELOPMENT	202		R.L. HASTINGS & ASSOCIATES	02/01/23	ENVIRO REVIEW FOR PROJECT	5,000.00	4,400.00	OPEN
23000046	COMMUNITY DEVELOPMENT	225	TRC19-04	HR & ASSOCIATES ⁽¹⁾	08/13/22	ATC PLANNING SERVICES	16,075.00	5,825.00	OPEN
23000086	COMMUNITY DEVELOPMENT	225	TRC22-01	RINCON CONSULTANTS, INC ⁽¹⁾	09/18/22	PREPARE A REVISED STUDY & MND	39,041.25	608.00	OPEN
23000013	POLICE DEPARTMENT	301		SPCA OF MONTEREY COUNTY	07/21/22	ANIMAL SHELTER SERVICES	13,000.00	5,600.00	OPEN
23000014	POLICE DEPARTMENT	301		STAPLES CREDIT PLAN	7/20/2022	OFFICE SUPPLIES	8,141.21	8,141.21	CLOSED
23000015	POLICE DEPARTMENT	301		TRACNET CORPORATION	7/20/2022	RECORDS MANAGMENT SYSTEM	17,500.00	17,400.00	CLOSED

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000016	POLICE DEPARTMENT	301		VERIZON WIRELESS	07/21/22	WIRELESS MOBILE CONNECTION	8,000.00	4,648.10	OPEN
23000017	POLICE DEPARTMENT	301		LEXIPOL LLC	07/21/22	DEPARTMENT POLICY AND TRAINING	13,000.00	6,798.52	OPEN
23000018	POLICE DEPARTMENT	301		VERIZON BUSINESS	07/21/22	VERIZON PORT ACCESS	9,000.00	5,361.44	OPEN
23000019	POLICE DEPARTMENT	301		SPEAK WRITE BILLING DEPT	07/21/22	TRANSCRIPTION SERVICE	7,000.00	2,085.29	OPEN
23000020	POLICE DEPARTMENT	301		MPRSRU	7/20/2022	REGIONAL SPECIAL RESPONSE	5,000.00	5,000.00	CLOSED
23000021	POLICE DEPARTMENT	301		IPS GROUP, INC	07/21/22	IPS PARKING METER BANK FEES	25,000.00	12,700.92	OPEN
23000023	POLICE DEPARTMENT	301		AT&T MOBILITY	07/21/22	AT&T FIRSTNET DEPARTMENT	20,000.00	16,571.55	OPEN
23000024	POLICE DEPARTMENT	301		CORDICO INC.	07/21/22	DEPARTMENT EMPLOYEE WELLNESS	7,500.00	-	OPEN
23000025	POLICE DEPARTMENT	301		ARAMARK UNIFORM & CAREER	07/21/22	DEPARTMENT LINEN AND RUG	6,000.00	4,665.18	OPEN
23000026	POLICE DEPARTMENT	301		SYSTEMS FOR PUBLIC SAFETY	07/21/22	BACKGROUND INVESTIGATIONS	5,000.00	-	OPEN
23000027	POLICE DEPARTMENT	301		ANDREA M. MORELAND	07/21/22	BACKGROUND INVESTIGATIONS	5,000.00	268.72	OPEN
23000092	POLICE DEPARTMENT	301		THE FORD STORE MORGAN HILL, INC.	9/18/2022	ANIMAL CONTROL VAN	37,168.39	37,168.39	CLOSED
23000105	POLICE DEPARTMENT	301		JONES AND MAYER	09/25/22	RECORDS REVIEW FOR PRR	5,000.00	-	OPEN
23000129	POLICE DEPARTMENT	301		IPS GROUP, INC	11/8/2022	IPS METERS MAINTENANCE	7,287.52	7,287.52	CLOSED
23000152	POLICE DEPARTMENT	301		LEHR AUTO ELECTRIC	12/27/22	CSO VAN EMERGENCY EQUIPMENT	20,361.14	-	OPEN
23000154	POLICE DEPARTMENT	301		IPS GROUP, INC	12/27/2022	NEW PARKING METERS	18,730.24	18,730.24	CLOSED
23000157	POLICE DEPARTMENT	301		LAPIN CONSULTING INTERNATIONAL	12/29/2022	DEI TRAINING	14,000.00	13,553.16	CLOSED
23000169	POLICE DEPARTMENT	301		QUINN COMPANY	1/31/2023	EQUIPMENT RENTAL	6,659.32	6,659.32	CLOSED
23000064	POLICE DEPARTMENT	304		MARK43, INC.	08/28/22	RECORDS MANAGEMENT	29,000.00	15,380.00	OPEN
23000065	POLICE DEPARTMENT	304		AXON ENTERPRISE, INC	8/28/2022	BODY & CAR CAMERAS	38,262.80	38,262.80	CLOSED
23000066	POLICE DEPARTMENT	304		ENTERPRISE FM TRUST	08/28/22	LEASED VEHICLES	28,000.00	17,079.42	OPEN
23000099	POLICE DEPARTMENT	304		LIFTSHIFT LLC	9/25/2022	DATA MIGRATION	6,291.89	5,860.26	CLOSED
23000111	POLICE DEPARTMENT	304		MARK43, INC.	10/2/2022	ADDITIONAL MIGRATION SERV	38,900.00	38,900.00	CLOSED
23000165	POLICE DEPARTMENT	304		AMAZON CAPITAL SERVICE	1/17/2023	PD TREADMILL	4,915.16	4,915.16	CLOSED
23000205	POLICE DEPARTMENT	304		COULTER VENTURES, LLC	03/22/23	GYM EQUIPMENT FOR PD	13,271.78	-	OPEN
23000068	FIRE DEPARTMENT	351		MISSION LINEN SUPPLY, INC	08/28/22	LINEN SERVICES	5,000.00	2,607.76	OPEN

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000002	LIBRARY	401		BAKER & TAYLOR COMPANIES	07/21/22	BOOKS & MATERIALS	23,500.00	12,812.48	OPEN
23000003	LIBRARY	401		BYWATER SOLUTIONS, LLC	7/20/2022	KOHA SUPPORT & HOSTING	8,166.00	8,166.00	CLOSED
23000004	LIBRARY	401		PACIFIC LIBRARY PARTNERSHIP	7/20/2022	PLP MEMBERSHIP	7,641.00	7,641.00	CLOSED
23000164	LIBRARY	401		CALIFA GROUP	1/11/2023	EBSCO DATABASE PACKAGE	7,342.87	7,342.87	CLOSED
23000006	LIBRARY	402		CHRISTINE LEONORA CROZIER	07/21/22	ART CURATION/INSTALLATION	15,000.00	10,410.00	OPEN
23000009	LIBRARY	402	GRT22-01	VANESSA K SONNICHSEN	01/31/23	MOBILE OUTREACH VEHICLE	9,165.50	-	OPEN
23000191	LIBRARY	402		TOYOTA MATERIAL HANDLING	2/16/2023	GLOBAL ELECTRIC VEHICLE	24,451.46	24,451.46	CLOSED
23000083	PUBLIC WORKS	412	CIP22-04	1-888-4-ABATEMENT, INC.	09/25/22	LEAD ABATEMENT AT THE PG MUSEUM	29,295.00	27,900.00	OPEN
23000135	PUBLIC WORKS	412	CIP22-04	SIGNATURE GLASS & WINDOWS, INC	11/17/2022	WINDOW REPLACEMENT- MUSEUM	10,983.00	10,983.00	CLOSED
23000188	PUBLIC WORKS	422	CIP20-14	WILSON'S PLUMBING & HEATING, INC.	2/10/2023	YOUTH CENTER HEATER	7,211.02	7,211.02	CLOSED
23000069	PUBLIC WORKS	461	CIP21-05	CALIFORNIA JPIA	08/28/22	ADA COMPLIANCE ASSESSMENT	26,550.00	3,550.00	OPEN
23000126	PUBLIC WORKS	501		MISSION UNIFORM SERVICE	11/03/22	LINEN & UNIFORM CLEANING	20,000.00	16,011.01	OPEN
23000128	PUBLIC WORKS	501		IWORQ SYSTEMS	11/8/2022	PERMIT & CODE ENFORCEMENT SYSTEM	20,825.00	20,825.00	CLOSED
23000036	PUBLIC WORKS	503		SENTRY ALARM SYSTEMS, INC.	7/31/2022	ALARM SERVICES	19,434.00	19,434.00	CLOSED
23000039	PUBLIC WORKS	503		WLODZIMIERZ PABIAN	08/07/22	CITY HALL CLOCK TOWER ROOF	9,315.00	-	OPEN
23000041	PUBLIC WORKS	503		WATSONVILLE FORD	8/10/2022	REPLACE ENGINE - B&G 56	14,486.97	13,680.36	CLOSED
23000045	PUBLIC WORKS	503		GACHINA LANDSCAPE MANAGEMENT	08/10/22	PARK MOWING SERVICE	15,351.00	11,512.89	OPEN
23000072	PUBLIC WORKS	503		BRIAN WHITSON	09/04/22	JANITORIAL SERVICE	23,100.00	17,640.00	OPEN
23000082	PUBLIC WORKS	503		TOM'S SITE SERVICES	09/11/22	PORTAPOTTY RENTAL	19,000.00	4,283.99	OPEN
23000107	PUBLIC WORKS	503		HAYWARD LUMBER COMPANY	10/2/2022	WOOD FOR CALEDONIA PLAYGROUND	7,364.11	7,364.11	CLOSED
23000132	PUBLIC WORKS	503		MONTEREY BAY PEST CONTROL	11/09/22	ANNUAL PEST CONTROL SERVICES	8,400.00	3,310.00	OPEN
23000139	PUBLIC WORKS	503		COASTAL FABRICATION COMPANY, INC	11/30/2022	MEMORIAL BENCH LEGS	5,383.13	5,383.13	CLOSED
23000172	PUBLIC WORKS	503		BARRY'S CARPET SERVICE	2/1/2023	CITY HALL CARPET CLEANING	5,530.00	5,530.00	CLOSED
23000201	PUBLIC WORKS	503		ALFREDOS CONCRETE	03/15/23	ADA RAMP @ SPRUCE AND LOCUST	13,956.00	-	OPEN
23000073	PUBLIC WORKS	505		SANDWELL, INC.	9/4/2022	HEAVY DUTY BOBCAT BROOM	7,201.13	7,201.13	CLOSED
23000074	PUBLIC WORKS	505		MONTEREY PENINSULA ENGINEERING	9/4/2022	EMERGENCY STORMWATER REPAIR	6,619.78	6,619.78	CLOSED

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000118	PUBLIC WORKS	505		STRESSCRETE ⁽²⁾	10/20/2022	LIGHT FIXTURES DOWNTOWN	6,585.90	6,585.90	CLOSED
23000119	PUBLIC WORKS	505		STRESSCRETE ⁽²⁾	10/20/2022	LIGHT FIXTURES - DOWNTOWN	18,578.85	18,578.86	CLOSED
23000130	PUBLIC WORKS	505		INTERSTATE TRAFFIC CONTROL	11/9/2022	STREET STRIPING PAINT	5,775.51	5,755.51	CLOSED
23000163	PUBLIC WORKS	505		INTERSTATE TRAFFIC CONTROL	1/11/2023	GREEN BIKE LANE PAINT	5,481.73	5,481.73	CLOSED
23000200	PUBLIC WORKS	505		ALFREDO'S CONCRETE	03/15/23	ADA RAMP @ 14TH AND JUNIPERO	12,803.00	-	OPEN
23000206	PUBLIC WORKS	508	CIP23-09	PACIFIC PRODUCTS & SERVICES	03/23/23	CITY STREET SIGN UPGRADE	20,609.43	-	OPEN
23000115	PUBLIC WORKS	510	CIP22-09	DUDEK	10/21/22	GWP MANAMGENET PLAN	12,808.65	6,193.75	OPEN
23000116	PUBLIC WORKS	513	CIP22-09	CREEKSIDE CENTER FOR EARTH OBSERVATION	10/21/22	MONARCH BUTTERFLY HABITAT	10,000.00	4,000.00	OPEN
23000059	PUBLIC WORKS	622	CIP22-11	ZENDA HEATING & SHEET METAL, INC.	8/25/2022	HVAC REPLACEMENT - GOLF COURSE	23,608.00	23,608.00	CLOSED
23000058	PUBLIC WORKS	631	TRC21-02	WILLIAMS SCOTSMAN, INC ⁽²⁾	08/28/22	PW TRAILER LEASE	12,000.00	11,620.49	OPEN
23000071	PUBLIC WORKS	631	TRC21-02	PACIFIC GAS & ELECTRIC	9/4/2022	PG&E UPGRADES TO POWER	17,016.73	17,016.73	CLOSED
23000166	PUBLIC WORKS	631	CIP18-46	NINA KHASHCHINA	02/02/23	POINT PINOS COASTAL TRAIL	9,800.00	-	OPEN
23000187	PUBLIC WORKS	631	CIP18-46	METAL SPECIALTIES, INC.	02/10/23	COASTAL MARKET - POINT PINOS TRAIL	9,500.00	8,768.57	OPEN
23000174	PUBLIC WORKS	703		CLAREMONT BEHAVIORAL SER	02/02/23	EAP PROGRAM	3,900.00	1,944.45	OPEN
23000156	PUBLIC WORKS	741		WILSON'S PLUMBING & HEATING, INC.	12/29/2022	AC UNIT REPLACEMENT	7,133.45	7,133.45	CLOSED
23000055	PUBLIC WORKS	841	CIP23-22	BELSON OUTDOORS, INC	8/23/2022	PICNIC TABLES - CALEDONIA	11,285.28	11,285.28	CLOSED
23000081	PUBLIC WORKS	841	CIP23-19	BOWMAN CONSULTING GROUP	09/11/22	PURPLE PIPE FEASIBILITY STUDY	38,674.50	25,599.90	OPEN
23000131	PUBLIC WORKS	841	CIP22-19	V & A CONSULTING ENGINEERS, INC.	11/9/2022	FLOW MONITORING - PURPLE PIPE PROJECT	7,500.00	7,500.00	CLOSED
23000136	PUBLIC WORKS	841	CIP23-11	AIR EXCHANGE, INC	11/17/2022	RETROFIT FIRE DEPARTMENT	18,177.74	18,177.74	CLOSED
23000043	CEMETERY	601		LLORIN-VELASQUEZ CORPORATION	08/10/22	CEMETERY MARKER TRIMMING	29,150.00	23,850.00	OPEN
23000162	CEMETERY	601		JENSEN ENTERPRISES, INC	1/11/2023	CEMETERY LINERS	6,423.90	6,423.90	CLOSED
23000194	CEMETERY	601		PEOPLE INFORMATION EARTH SERVICES	02/23/23	CEMETERY GIS	1,140.00	-	OPEN
23000005	SEWER	611		CALIFORNIA MARINE SANCTUARY FOUNDATION	7/20/2022	E9C WATER QUALITY MONITORING	13,441.53	13,432.53	CLOSED
23000010	SEWER	611		WALLACE GROUP	07/21/22	SSMP 5 YEAR UPDATE	19,214.00	11,763.00	OPEN
23000011	SEWER	611		MONTEREY PENINSULA ENGIN	07/21/22	EMERGENCY SEWER WORK - HI	9,142.50	7,950.00	OPEN
23000029	SEWER	611		NEILL ENGINEERS CORP.	07/29/22	ENGINEERING RETAINER - FY	12,000.00	9,000.00	OPEN

Purchase Orders - Less Than \$40,000
Third Quarter FY 23/24

PO	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	DATE	DESCRIPTION	PURCHASE ORDER AMOUNT	YEAR TO DATE EXPENSES	STATUS
23000061	SEWER	611		MONTEREY ONE WATER - MON	08/28/22	FAT, OIL & GREASE INSPECT	15,000.00	-	OPEN
23000127	SEWER	611		MONTEREY PENINSULA ENGIN	11/08/22	EMERGENCY SEWER WORK - OV	9,687.50	-	OPEN
23000155	SEWER	611		STATE WATER RESOURCES CONTROL BOARD	12/28/2022	PERMIT FEES	18,372.00	18,372.00	CLOSED
23000198	SEWER	611		MONTEREY PENINSULA ENGINEERING	3/15/2023	EMERGENCY SEWER WORK	30,588.00	30,588.00	CLOSED
23000062	SEWER	612	CIP22-01	DUDEK	08/28/22	ARCHEOLOGICAL MONITORING	13,629.91	12,205.65	OPEN
23000091	SEWER	612	CIP22-01	ESSELEN TRIBE OF MONTEREY COUNTY	9/18/2022	TRIBAL MONITORING	6,876.82	6,876.82	CLOSED
23000117	SEWER	612	CIP22-03	HARRIS & ASSOCIATES, INC	10/21/22	IS/MND -PHASE 9 CIP22-03	39,940.00	36,641.48	OPEN

(1) Reimbursable through developer deposits.

(2) Reimbursable as a result of an insurance claim.



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: May 03, 2023
SUBJECT: Third Quarter 22/23 Workers' Compensation Report
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

On November 4, 2015, the Council approved a five-year Workers' Compensation phased refunding plan to bring the designated internal service fund into compliance with the Council's Budget and Financial Management Policy. At that time, Staff recommended that Council receive a quarterly status report on case statistics and Workers' Compensation Fund balances. Case statistics for the quarter ending March 31, 2023 is included in Attachment A.

The City Workers' Compensation program is a type of insurance that provides compensation and medical care for employees who become injured during the course of their employment. The City is now a member of the California Joint Powers Insurance Authority (CJPIA). This Authority provides excess Workers' Compensation liability coverage above the City's self-insured retention amount of \$150,000 per occurrence. Workers' Compensation provides for: Payments in place of wages functioning as a type of disability insurance, compensation for past and future economic loss, reimbursement or payment of medical expenses, and benefits payable to the dependents of workers killed during employment functioning as a form of life insurance.

OPTIONS

N/A - Informational only.

FINANCIAL IMPACT:

There is no financial impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Third Quarter 22/23 Workers' Compensation Report



City of Pacific Grove

Third Quarter Workers' Compensation Statistics – Fiscal Year 22/23

Projected Fund Balance

The Workers' Compensation Internal Service Fund (ISF) is used to separately budget and account for services provided to General Fund departments, as well as Enterprise Funds. Contributions to the ISF are calculated on a cost recovery basis, with charges apportioned to City departments based on claim trends and number of participants.

The status of the internal service fund for Workers' Compensation is provided in the tables below.

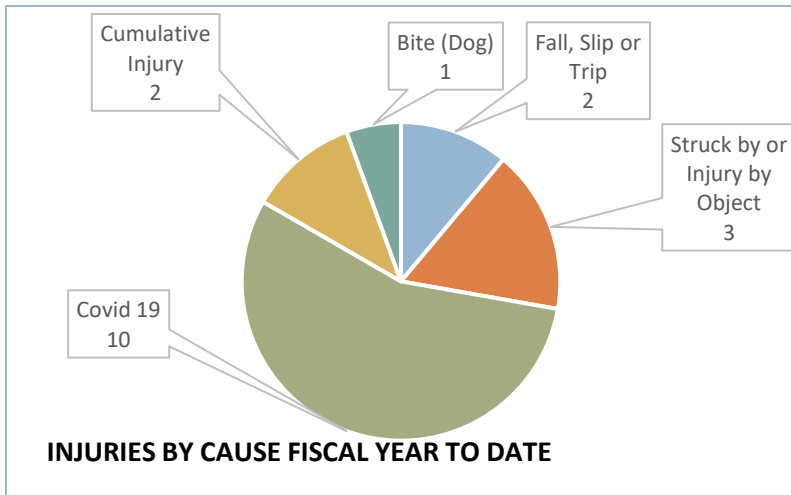
Workers' Compensation Fund (Fund 71)	Amount
Fund Balance, July 1 st , 2022	\$ 49,555
Revenues: Through March 31, 2023	\$640,367
Expenditures: Through March 31, 2023	(\$662,147)
Estimated Fund Balance, Third Quarter	\$27,775

Consistent with Council's direction, the Workers' Compensation fund ended Fiscal Year 21/22 with a positive fund balance. The Workers' Compensation expenditures through the third quarter of FY 22/23 represent approximately 81% of the budgeted amount. The revenues reported represent 81% of the budgeted amount; and reflect departmental contributions and excess claim refunds. The estimated ending fund balance is anticipated to be positive at the end of Fiscal Year 22/23.

Cumulative Claims Outstanding

The City meets quarterly with the City's third-party administrator to evaluate and proactively manage claims. At the close of the third quarter, the number of outstanding claims increased by six to 44. This included an increase of three claims to the Non-Litigated/Disability or Lost Time category; an increase of one claim to the Litigated/Disability or Lost Time category; and an increase to the Non Litigated/Medical Only.

Summary of Open/Reopen Claims as of 3/31/2023			
	Non-Litigated	Litigated	Total
Future Medical	15	14	29
Disability or Lost Time	7	6	13
Medical Only	2	0	2
First Aid	0	0	0
Total Open Claims	23	21	44



New Claims – Third Quarter

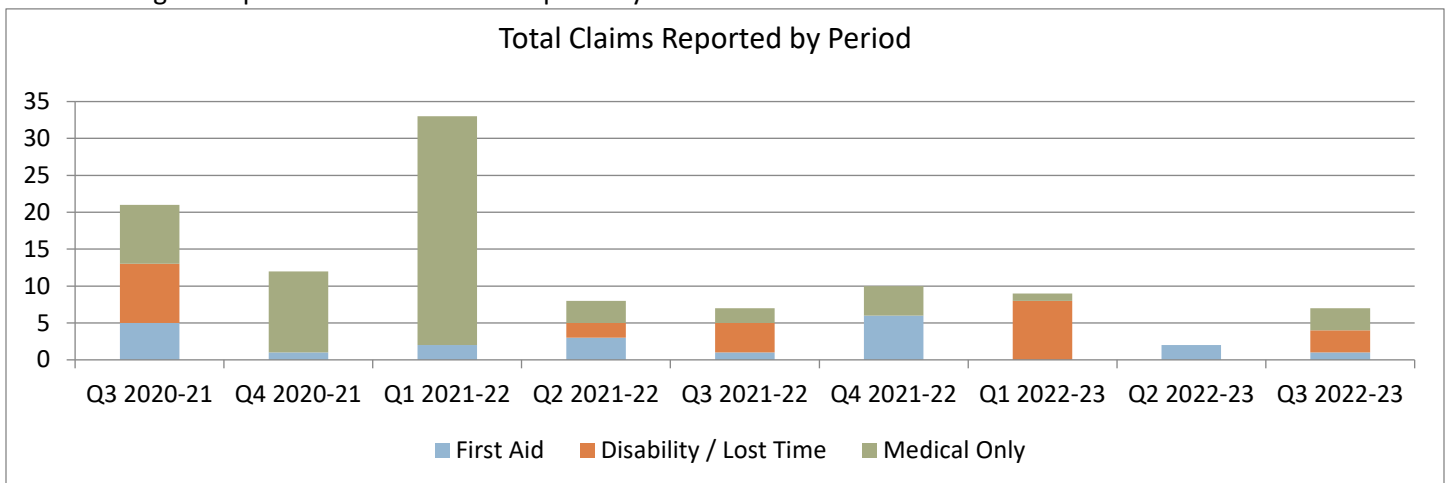
In the third quarter of the Fiscal Year 22/23, there were six new claims from the Police Department and one new claim from Public Works. The adjacent chart provides an overview of the claims by cause. Although Covid 19 represents the highest number of claims for the fiscal year to date, many of these incidents are filed for reporting purposes only. Only three of these claims remained open at the end of the third quarter, however they are expected to be closed by the end of this month.

In the third quarter of FY 22/23, the First Annual Safety Incentive Program luncheon was held. This luncheon also included training provided by CJPIA for all attendees. Reward recipients who submitted Safety Incentive Program criteria in 2022, received rewards as well as recognition at the luncheon. The reward recipients participated in the Safety Incentive Program by identifying hazards, reporting hazards to supervisor or Public Works; and taking additional safety training not required by our Injury and Illness Prevention Program. Staff has almost completed work on scheduling a full calendar year of safety training opportunities provided by CJPIA.

The table listed below provides a comparison of claims over the last two fiscal years. In Fiscal Year 22/23, there are thirty fewer claims when compared to the prior Fiscal Year. This reduction is associated with the decrease of Covid Exposure claims compared to the prior Fiscal Year. Seven of the Disability/Lost Time claims are Covid 19 lost time.

New Claims by Type				
	Quarter to Date		Year to Date	
	Current Year	Prior Year	Current Year	Prior Year
New Claims Received During the Period				
Disability or Lost Time	3	4	11	6
Medical	3	2	4	36
First Aid	1	1	3	6
Total Claims by Type	7	7	18	48

The following chart provides an overview of quarterly trends.





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: May 03, 2023
SUBJECT: Third Quarter Capital Project Budget Report & Update
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the report.
2. Alternatively, discuss and take action related to this item.

DISCUSSION

In Fiscal Year 19/20, the City added capital improvement budgetary updates to the Quarterly Budget Report. In response to recommendations received from the Council Finance Reporting Subcommittee, this information is now presented in a separate report. An additional column reflecting the Adopted Budget has been added based on Council direction.

The attached files provide information on the Adopted and Amended Budgets for each capital improvement project, as well as expenditures. The Amended Budget column references projects that were approved in the last fiscal year but were not completed by June 30, 2022, as well as project budget adjustments that have been approved by the City Council.

At the time the Second Quarter Capital Project Budget Report was provided, there was a Council request to provide information by project, rather than by fund. For comparative purposes, budgetary reports have been provided in both formats. It is anticipated that the City will transition to a single Capital Project Budget Report by Project in the fourth quarter.

As of March 31, 2023, approximately 23.1% of the funds included in the Fiscal Year 22/23 Amended Budget have been expended. The CIP Update report has more details on project phases, the number of projects in each phase, and notable accomplishments achieved during the quarter.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Third Quarter Project Report by Fund

Third Quarter Project Report by Project

Third Quarter CIP Update Report

Capital Improvement Project Budget Report - By Fund
Third Quarter - Fiscal Year 22/23

<u>Project</u>	<u>Fund Name</u>	<u>Fund</u>	<u>Account</u>	<u>Project Name</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Expenditures as of 03/31/23</u>
CIP22-04	Museum Improvement	08	6021	Museum Window Replacement & Lead Abatement	\$ -	\$ 39,075	\$ 39,233
CIP22-06	Museum Improvement	08	6021	Museum Roof Repair	-	59,142	42,055
CIP23-07	Museum Improvement	08	6021	Museum Mezzanine Upgrades	75,000	75,000	-
CIP23-08	Museum Improvement	08	6021	Museum Basement Moisture Control	40,000	40,000	1,200
08 Total					\$ 115,000	\$ 213,217	\$ 82,488
CIP22-01	Local Streets and Roads	17	6041	FY 21/22 Street Rehabilitation ⁽¹⁾	\$ -	\$ 236,647	\$ 236,647
CIP22-02	Local Streets and Roads	17	6041	FY 21/22 Crack & Slurry Seal	-	41,174	41,174
CIP23-01	Local Streets and Roads	17	6041	FY 22/23 Street Rehabilitation Project	396,304	1,015,304	
CIP23-02	Local Streets and Roads	17	6041	FY 22/23 Crack & Slurry Seal	100,000	100,000	
CIP23-04	Local Streets and Roads	17	6041	David Ave Street Rehabilitation ⁽¹⁾	400,000	300,000	11,693
17 Total					\$ 896,304	\$ 1,693,125	\$ 289,514
CIP23-09	Gas Tax	18	6041	Street Sign Upgrades	\$ 30,000	\$ 30,000	\$ -
18 Total					\$ 30,000	\$ 30,000	\$ -
CIP23-03	RSTP (TAMC)	20	6041	Cedar, Sunset, & Congress Intersection	\$ 1,000,000	\$ 332,430	\$ 171.95
20 Total					\$ 1,000,000	\$ 332,430	\$ 172
CIP20-14	Recreation Donation	25	6021	Youth Center Heater		\$ 7,500	\$ 7,211
25 Total					\$ -	\$ 7,500	\$ 7,211
CIP23-05	Lighthouse	27	6021	Point Pinos Lighthouse Roof Repair	\$ 60,000	\$ 60,000	\$ 2,050.00
27 Total					\$ 60,000	\$ 60,000	\$ 2,050
CIP22-09	Yount Income Fund	41	6031	GW Park Management Plan	\$ -	\$ 12,929	\$ 6,134
41 Total					\$ -	\$ 12,929	\$ 6,134
CIP21-05	Strong Disbursement	46	6021	ADA Compliance Assessment & Transition Plan	\$ 26,550	\$ 26,550	\$ -
CIP22-12	Strong Disbursement	46	6021	Del Monte Blvd Storm Drain Improvements	75,524	75,524	-
46 Total					\$ 102,074	\$ 102,074	\$ -
CIP22-01	RMRA SB1	47	6041	FY 21/22 Street Rehabilitation	\$ -	\$ 250,668	\$ 250,688
CIP23-01	RMRA SB1	47	6041	FY 22/23 Street Rehabilitation Project	354,138	354,138	-
47 Total					\$ 354,138	\$ 604,806	\$ 250,688
CIP18-46	Capital Improvement	63	6031	Tide Pool & Point Pinos	\$ 37,953	60,000	\$ 8,350
CIP22-01	Capital Improvement	63	6041	FY 21/22 Street Rehabilitation	-	2,562	2,562
CIP22-12	Capital Improvement	63	6054	Del Monte Blvd Storm Drain Improvements	75,000	75,000	3,596
TRC21-02	Capital Improvement	63	6021	PW Fire and Reconstruction	787,500	1,217,972	470,552
CIP23-01	Capital Improvement	63	6041	FY 22/23 Street Rehabilitation Project	300,000	300,000	147,858
CIP23-02	Capital Improvement	63	6041	FY 22/23 Crack & Slurry Seal	200,000	200,000	13,166
63 Total					\$ 1,400,453	\$ 1,855,534	\$ 646,084

Capital Improvement Project Budget Report - By Fund
Third Quarter - Fiscal Year 22/23

<u>Project</u>	<u>Fund Name</u>	<u>Fund</u>	<u>Account</u>	<u>Project Name</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Expenditures as of 03/31/23</u>
CIP20-13	Sewer	76	6051	Main Sewer Line Imp (Ovb W/ Phase 4 Urban Diversion)	\$ -	\$ 40,000	\$ 40,531
CIP22-01	Sewer	76	6051	FY 21/22 Street Rehabilitation	-	273,345	272,979
CIP22-03	Sewer	76	6051	Phase 9 Sewer Improvements	850,000	1,045,106	39,672
CIP23-01	Sewer	76	6051	FY 22/23 Street Rehabilitation Project	250,000	250,000	35,875
CIP23-06	Sewer	76	6051	Pump Station Replacement	110,000	110,000	163
76 Total					\$ 1,210,000	\$ 1,718,451	\$ 389,219
CIP22-11	Golf Course	77	6021	Golf Course Clubhouse HVAC Replacement	\$ -	\$ 23,608	\$ 23,608
77 Total					\$ -	\$ 23,608	\$ 23,608
CIP22-12	ARPA	84	6021	Del Monte Blvd Storm Drain Improvements	\$ -	\$ 132,351	\$ -
CIP22-21	ARPA	84	6031	GW Park Playground & ADA Compliant Playground	-	25,000	-
CIP22-17	ARPA	84	6031	Caledonia Park Children'S Picnic Area	-	6,173	6,173
CIP23-10	ARPA	84	6021	Fire Station Roof Repair	35,000	35,000	-
CIP23-11	ARPA	84	6021	Fire Dept. Exhaust System/HVAC & Filtration Cleaning	20,000	20,000	18,178
CIP23-12	ARPA	84	6021	Fire Dept. Bathroom & Shower Remodel	50,000	50,000	1,700
CIP23-13	ARPA	84	6021	Chautauqua Hall Bathroom Repairs	27,000	27,000	-
CIP23-14	ARPA	84	6021	Chautauqua Hall Main Roof Repairs	54,000	54,000	163
CIP23-15	ARPA	84	6021	Crespi Pond Bathroom Replacement	50,000	50,000	-
CIP23-16	ARPA	84	6041	Wig-Wag Lights At Robert Down School	20,000	20,000	-
CIP23-17	ARPA	84	6021	Chautauqua Hall Preservation Plan	25,000	-	-
CIP23-18	ARPA	84	6021	City Hall Roof Repair	80,000	80,000	-
CIP23-19	ARPA	84	6031	Purple Pipe Project	120,000	38,675	27,561
CIP23-20	ARPA	84	6031	Skate Park	158,000	158,000	4,441
CIP23-21	ARPA	84	6041	David Ave Sidewalk	360,000	360,000	4,708
CIP23-22	ARPA	84	6031	Recreation Board's Park Inventory	50,000	50,000	5,112
84 Total					\$ 1,049,000	\$ 1,106,199	\$ 68,035
CIP22-13	McIndoo Donation	92	6031	Backstop Replacement Municipal Ball Park	\$ 17,529	\$ 17,529	\$ -
92 Total					\$ 17,529	\$ 17,529	-
CIP22-10	Koo Estate Donation	93	6031	Lovers' Point Pier Repair	\$ -	\$ 63,429	\$ 47,599
CIP22-13	Koo Estate Donation	93	6031	Backstop Replacement Municipal Ball Park	7,000	7,000	-
93 Total					\$ 7,000	\$ 70,429	\$ 47,599
Grand Total					\$ 6,241,498	\$ 7,847,831	\$ 1,812,802
Percentage Expended							23.1%

(1) A budget amendment is pending to reinstate funds that were omitted at mid-year from the Fiscal Year 21/22 Street Rehabilitation Project; and realign the year-end estimate for the David Ave. Rehabilitation Project

Capital Improvement Project Budget Report - By Project
Third Quarter - Fiscal Year 22/23

<u>Project</u>	<u>Fund Name</u>	<u>Fund</u>	<u>Account</u>	<u>Project Name</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Expenditures as of 03/31/23</u>
CIP18-46	Capital Improvement	63	6031	Tide Pool & Point Pinos	\$ 37,953	60,000	\$ 8,350
CIP18-46 Total					\$ 37,953	60,000	\$ 8,350
CIP20-13	Sewer	76	6051	Main Sewer Line Imp (Ovb W/ Phase 4 Urban Diversion)	\$ -	\$ 40,000	\$ 40,531
CIP20-13 Total					\$ -	\$ 40,000	\$ 40,531
CIP20-14	Recreation Donation	25	6021	Youth Center Heater		\$ 7,500	\$ 7,211.02
CIP20-14 Total					\$ -	\$ 7,500	\$ 7,211
CIP21-05	Strong Disbursement	46	6021	ADA Compliance Assessment & Transition Plan	\$ 26,550	\$ 26,550	\$ -
CIP21-05 Total					\$ 26,550	\$ 26,550	\$ -
CIP22-01	Local Streets and Roads	17	6041	FY 21/22 Street Rehabilitation ⁽¹⁾	\$ -	\$ 236,647	\$ 236,647
CIP22-01	RMRA SB1	47	6041	FY 21/22 Street Rehabilitation	-	250,668	250,688
CIP22-01	Capital Improvement	63	6041	FY 21/22 Street Rehabilitation	-	2,562	2,562
CIP22-01	Sewer	76	6051	FY 21/22 Street Rehabilitation	-	273,345	272,979
CIP22-01 Total					\$ -	\$ 763,222	\$ 762,876
CIP22-02	Local Streets and Roads	17	6041	FY 21/22 Crack & Slurry Seal	\$ -	\$ 41,174	\$ 41,174
CIP22-02 Total					\$ -	\$ 41,174	\$ 41,174
CIP22-03	Sewer	76	6051	Phase 9 Sewer Improvements	\$ 850,000	\$ 1,045,106	\$ 39,672
CIP22-03 Total					\$ 850,000	\$ 1,045,106	\$ 39,672
CIP22-04	Museum Improvement	08	6021	Museum Window Replacement & Lead Abatement	\$ -	\$ 39,075	\$ 39,233
CIP22-04 Total					\$ -	\$ 39,075	\$ 39,233
CIP22-06	Museum Improvement	08	6021	Museum Roof Repair	-	59,142	42,055
CIP22-06 Total					\$ -	\$ 59,142	\$ 42,055
CIP22-09	Yount Income Fund	41	6031	GW Park Management Plan	\$ -	\$ 12,929	\$ 6,134
CIP22-09 Total					\$ -	\$ 12,929	\$ 6,134
CIP22-10	Koo Estate Donation	93	6031	Lovers' Point Pier Repair	\$ -	\$ 63,429	\$ 47,599
CIP22-10 Total					\$ -	\$ 63,429	\$ 47,599
CIP22-11	Golf Course	77	6021	Golf Course Clubhouse HVAC Replacement	\$ -	\$ 23,608	\$ 23,608
CIP22-11 Total					\$ -	\$ 23,608	\$ 23,608
CIP22-12	Strong Disbursement	46	6021	Del Monte Blvd Storm Drain Improvements	\$ 75,524	\$ 75,524	\$ -
CIP22-12	Capital Improvement	63	6054	Del Monte Blvd Storm Drain Improvements	75,000	75,000	3,596
CIP22-12	ARPA	84	6021	Del Monte Blvd Storm Drain Improvements	-	132,351	-
CIP22-12 Total					\$ 150,524	\$ 282,875	\$ 3,596
CIP22-13	McIndoo Donation	92	6031	Backstop Replacement Municipal Ball Park	\$ 17,529	\$ 17,529	\$ -
CIP22-13	Koo Estate Donation	93	6031	Backstop Replacement Municipal Ball Park	7,000	7,000	-
CIP22-13 Total					\$ 24,529	\$ 24,529	\$ -
CIP22-17	ARPA	84	6031	Caledonia Park Children'S Picnic Area	\$ -	\$ 6,173	\$ 6,173
CIP22-17 Total					\$ -	\$ 6,173	\$ 6,173
CIP22-21	ARPA	84	6031	GW Park Playground & ADA Compliant Playground	\$ -	\$ 25,000	\$ -
CIP22-21 Total					\$ -	\$ 25,000	\$ -

Capital Improvement Project Budget Report - By Project
Third Quarter - Fiscal Year 22/23

<u>Project</u>	<u>Fund Name</u>	<u>Fund</u>	<u>Account</u>	<u>Project Name</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Expenditures as of 03/31/23</u>
CIP23-01	Local Streets and Roads	17	6041	FY 22/23 Street Rehabilitation Project	\$ 396,304	\$ 1,015,304	
CIP23-01	RMRA SB1	47	6041	FY 22/23 Street Rehabilitation Project	354,138	354,138	-
CIP23-01	Capital Improvement	63	6041	FY 22/23 Street Rehabilitation Project	300,000	300,000	147,858
CIP23-01	Sewer	76	6051	FY 22/23 Street Rehabilitation Project	250,000	250,000	35,875
CIP23-01 Total					\$ 1,300,442	\$ 1,919,442	\$ 183,733
CIP23-02	Local Streets and Roads	17	6041	FY 22/23 Crack & Slurry Seal	\$ 100,000	\$ 100,000	
CIP23-02	Capital Improvement	63	6041	FY 22/23 Crack & Slurry Seal	200,000	200,000	13,166
CIP23-02 Total					\$ 300,000	\$ 300,000	\$ 13,166
CIP23-03	RSTP (TAMC)	20	6041	Cedar, Sunset, & Congress Intersection	\$ 1,000,000	\$ 332,430	\$ 172
CIP23-03 Total					\$ 1,000,000	\$ 332,430	\$ 172
CIP23-04	Local Streets and Roads	17	6041	David Avenue Street Rehabilitation ⁽¹⁾	\$ 400,000	\$ 300,000	\$ 11,693
CIP23-04 Total					\$ 400,000	\$ 300,000	\$ 11,693
CIP23-05	Lighthouse	27	6021	Point Pinos Lighthouse Roof Repair	\$ 60,000	\$ 60,000	\$ 2,050
CIP23-05 Total					\$ 60,000	\$ 60,000	\$ 2,050
CIP23-06	Sewer	76	6051	Pump Station Replacement	\$ 110,000	\$ 110,000	\$ 163
CIP23-06 Total					\$ 110,000	\$ 110,000	\$ 163
CIP23-07	Museum Improvement	08	6021	Museum Mezzanine Upgrades	\$ 75,000	\$ 75,000	\$ -
CIP23-07 Total					\$ 75,000	\$ 75,000	\$ -
CIP23-08	Museum Improvement	08	6021	Museum Basement Moisture Control	\$ 40,000	\$ 40,000	\$ 1,200
CIP23-08 Total					\$ 40,000	\$ 40,000	\$ 1,200
CIP23-09	Gas Tax	18	6041	Street Sign Upgrades	\$ 30,000	\$ 30,000	\$ -
CIP23-09 Total					\$ 30,000	\$ 30,000	\$ -
CIP23-10	ARPA	84	6021	Fire Station Roof Repair	\$ 35,000	\$ 35,000	\$ -
CIP23-10 Total					\$ 35,000	\$ 35,000	\$ -
CIP23-11	ARPA	84	6021	Fire Dept. Exhaust System/HVAC & Filtration Cleaning	\$ 20,000	\$ 20,000	\$ 18,178
CIP23-11 Total					\$ 20,000	\$ 20,000	\$ 18,178
CIP23-12	ARPA	84	6021	Fire Dept. Bathroom & Shower Remodel	\$ 50,000	\$ 50,000	\$ 1,700
CIP23-12 Total					\$ 50,000	\$ 50,000	\$ 1,700
CIP23-13	ARPA	84	6021	Chautauqua Hall Bathroom Repairs	\$ 27,000	\$ 27,000	\$ -
CIP23-13 Total					\$ 27,000	\$ 27,000	\$ -
CIP23-14	ARPA	84	6021	Chautauqua Hall Main Roof Repairs	\$ 54,000	\$ 54,000	\$ 163
CIP23-14 Total					\$ 54,000	\$ 54,000	\$ 163
CIP23-15	ARPA	84	6021	Crespi Pond Bathroom Replacement	\$ 50,000	\$ 50,000	\$ -
CIP23-15 Total					\$ 50,000	\$ 50,000	\$ -
CIP23-16	ARPA	84	6041	Wig-Wag Lights At Robert Down School	\$ 20,000	\$ 20,000	\$ -
CIP23-16 Total					\$ 20,000	\$ 20,000	\$ -
CIP23-17	ARPA	84	6021	Chautauqua Hall Preservation Plan	\$ 25,000	\$ -	\$ -
CIP23-17 Total					\$ 25,000	\$ -	\$ -
CIP23-18	ARPA	84	6021	City Hall Roof Repair	\$ 80,000	\$ 80,000	\$ -
CIP23-18 Total					\$ 80,000	\$ 80,000	\$ -

Capital Improvement Project Budget Report - By Project
Third Quarter - Fiscal Year 22/23

<u>Project</u>	<u>Fund Name</u>	<u>Fund</u>	<u>Account</u>	<u>Project Name</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Expenditures as of 03/31/23</u>
CIP23-19	ARPA	84	6031	Purple Pipe Project	\$ 120,000	\$ 38,675	\$ 27,561
CIP23-19 Total					\$ 120,000	\$ 38,675	\$ 27,561
CIP23-20	ARPA	84	6031	Skate Park	\$ 158,000	\$ 158,000	\$ 4,441
CIP23-20 Total					\$ 158,000	\$ 158,000	\$ 4,441
CIP23-21	ARPA	84	6041	David Ave Sidewalk	\$ 360,000	\$ 360,000	\$ 4,708
CIP23-21 Total					\$ 360,000	\$ 360,000	\$ 4,708
CIP23-22	ARPA	84	6031	Recreation Board's Park Inventory	\$ 50,000	\$ 50,000	\$ 5,112
CIP23-22 Total					\$ 50,000	\$ 50,000	\$ 5,112
TRC21-02	Capital Improvement	63	6021	PW Fire and Reconstruction	\$ 787,500	\$ 1,217,972	\$ 470,552
TRC21-02 Total					\$ 787,500	\$ 1,217,972	\$ 470,552
				Grand Total	\$ 6,241,498	\$ 7,847,831	\$ 1,812,802
				Percentage Expended			23.1%

(1) A budget amendment is pending to reinstate funds that were omitted at mid-year from the Fiscal Year 21/22 Street Rehabilitation Project; and realign the year-end estimate for the David Ave. Rehabilitation Project

FY22/23 Q3 Capital Improvement Project (CIP) Update

This report provides an update on the City's 39 CIP projects.

PROJECT PHASE*	Q2 Status	Q3 Status
Project Development	15	12
RFP/Bids	6	5
Contract	1	2
Construction/Work in Progress	12	7
Complete	5	13

*Definitions of project phases can be found below.

Throughout the fiscal year, staff works diligently on executing the CIP. Successfully completing a project generally requires progression through the following project phases. Below is an update on notable project accomplishments for the current quarter.

Notable Q2 Accomplishment

Project Development Phase

The project development phase is the starting phase for each project. It requires determination of vital project details in anticipation of the RFP/bid phase. This often requires engineering, development of specifications and/or construction drawings and plans.

Notable Quarterly Accomplishments for the Project Development Phase:

- Release of an Initial Study/Mitigated Negative Declaration for the Phase 9 Sewer Improvement Project; in circulation for the month of April
- Exploration of the historic significance of Crespi Pond Bathroom
 - Initial Historic Screening before the Historic Resources Committee (HRC) on 4/26
- Completion of the design of the Fire Station Bathroom & Shower Remodel Project
 - This project will be put out to bid in the near future
- Internal review of the Lovers Point Pier Repair Project conditions assessment and interim repair design
 - Being brought forth to the City Council's May 17th Meeting

RFP/Bid Phase.

This phase requires solicitation and review of proposals/bids, as well as a selection of a consultant or contractor to provide the specific commodity or service within the parameters outlined in the Pacific Grove Municipal Code.

Notable Quarterly Accomplishments for the Bids/RPS Phase:

- Held panel interviews for the intersection safety improvements project on State Route 68 at the Cedar St, Congress Ave, and Sunset Dr.
 - Anticipated to be brought forward to Council for authorization of an agreement in May
- Reviewed proposals received for Pump Station 15.5 Replacement Project RFP
 - Anticipated to be brought forward to Council for authorization of an agreement in May/June

- Reviewed proposals submissions for the George Washington Park play equipment project RFP
 - Options to be brought forth to the Recreation Board at their 4/27 meeting for input and subsequently, City Council
- RFP for Backstop Replacement at the Municipal Ball Field being drafted. Anticipated to be released in May.
- Quotes received for Chataqua Hall preservation plan; project to move into the contract phase (within the City Manager's spending authority)

Contract Phase

The contract phase ensures the City has legally binding agreements with the entities performing work. This phase also requires City Council authorization of agreements over \$40,000.

Notable Quarterly Accomplishments for projects in the Contract Phase:

- Contract executed for FY22/23 Street Rehabilitation Project (Base Bid & Bid Additive 1)
 - Request for award of contract for Bid Additive 2 to go before the City Council on 5/3
 - Construction phase to commence in May

Construction/Work in Progress.

This phase of the project often includes street closures and ground disturbance to install new infrastructure and/or repair existing infrastructure. CIP projects are not solely limited to traditional construction projects, the City has several essential projects that are more inconspicuous. Examples include interior improvements to city facilities and preparation of environmental documents or plan sets for multiyear infrastructure projects. In the latter scenario, the first year of funding is often designated solely for design or environmental document preparation, and subsequent years for construction.

Notable Quarterly Accomplishments for projects in the Bids/RPS Phase:

- Completion of the Del Monte Blvd Storm Drain Project
- Completion of the Chataqua Hall Main Roof Repairs Project
- Completion of repairs to the Fire Station Roof
- Completion of the Roof Repair Project at the Pacific Grove Museum of Natural History.
- Construction of the Public Works Fire Repair Project continues. Permanent electrical repairs are underway; warehouse construction and admin office repairs 95% complete.

Other Relevant CIP Updates

This section provides relevant updates on CIP projects and administration.

- Update of the capital projects module in the City's new Transparency Software with new quarterly information is underway
 - Information can be found at www.cityofpg.org/finance



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Halabi, Deputy Public Works Director
MEETING DATE: May 03, 2023
SUBJECT: FY22/23 Crack & Slurry Seal
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

1. Authorize an agreement with Graham Contractors for the FY22/23 Crack and Slurry Seal Project in an amount not to exceed \$319,139 plus a 5% contingency;
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In 2019, the city completed a Pavement Management Program (PMP) assessing all 66.7 centerline miles that comprises the city's road network. The PMP is used as a vital tool to help maintain and rehabilitate the pavement network.

The pavement network is managed by harnessing several pavement treatments. Pavement treatments range from full road reconstructions and overlays to maintenance treatments like crack and slurry seals; each has an appropriate application. Crack and slurry seal treatments are a vital aspect of the city's pavement maintenance activities. These treatments are utilized to prevent rapid pavement deterioration and potholes due to inclement weather.

The PMP was used to identify approximately 630,000 SF of street surface to be crack and slurry sealed at various locations as part of the approved FY22/23 Capital Improvement Plan (CIP) project, the FY22/23 Crack and Slurry Seal.

A call for bids was issued on March 6, 2022. 6 bids were received.

Contractor	Bid Amount
Graham Contractors	\$319,139
Sierra Nevada Construction	\$350,007
VSS International	\$357,116
Pavement Coatings	\$358,905.50
Dryco Construction	\$378,254
Northwest Paving	\$478,869

Graham Contractors Inc. has qualified as the lowest responsible bidder. Graham Contractors has successfully completed crack and slurry seal maintenance treatments for the city in previous years.

The scope of work for this project includes crack sealing, removal of existing road striping and markings, and application of slurry seal and thermoplastic road markings and striping.

OPTIONS

1. Do not authorize the agreement. Failure to authorize the contract will hinder the City's ability to meet Maintenance of Effort (MOE) requirements in order to be eligible for continued Measure X and Senate Bill 1 funding.
2. Provide alternate direction.

FINANCIAL IMPACT:

As part of the FY22/23 CIP, the Crack and Slurry Seal project was originally approved with a \$300,000 budget, with \$200,000 being derived from the General Fund and \$100,000 from Measure X.

Competitive bids came in higher than the allocated budget. Increasing pricing is in large part due to inflation costs and the booming construction industry. To fund the full project, which includes this construction contract and associated engineering costs, a budget adjustment was brought forth to the City Council to allocate \$65,000 of Road Maintenance & Rehabilitation (RMRA)/SB1 Funding. The first read of the budget adjustment was approved by the City Council on April 19, 2022, the second read is on tonight's agenda. Approval of this allocation will bring the total project budget up to \$365,000.

FOCUSED PRIORITY AREA: Infrastructure



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Mohammed Khasimi, Chief Information Officer
MEETING DATE: May 03, 2023
SUBJECT: Microsoft Enterprise Software License Agreement
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize the Mayor to execute a 3-year agreement with Dell / Microsoft for Microsoft Enterprise Software Licensing through Riverside County Master Agreement, in the amount of approximately \$25,000 annually
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The City contracted with LiftOff, a Microsoft authorized licensing partner, for the purchase of Microsoft 365 software licenses. The last contract term ended on 3/10/23. Microsoft software licenses are used by City staff and City Council members for e-mail communication, digital content storage, virtual meetings, etc.

Staff recommends switching to Microsoft Enterprise Agreement (EA) for our Microsoft software licensing needs, which is offered through Dell via Riverside County Master Agreement, for the following reasons:

1. Lower cost - Licensing cost with EA and volume discount is 20% less when compared to purchasing them from LiftOff. LiftOff's quote is attached for comparison.
2. Better streamlined access for managing licensing - All Microsoft licenses can be managed centrally through the Microsoft Licensing portal.
3. Access to more products - Larger catalog of Microsoft products available through EA.

Dell is a reseller of Microsoft Enterprise licenses through Riverside County's Master Agreement. Dell has many cities and counties as their Microsoft EA customers via the Riverside contract, such as, City of Monterey, City of Morgan Hill, City of Gilroy, City of Sacramento, LA county, and the City of Long Beach, just to name a few.

Quote and agreement documents are attached. City's annual renewal of Microsoft licenses with LiftOff is due by May 20th, 2023; and Microsoft's processing time on new EA customers is about 2 weeks. Therefore, this is time-sensitive.

OPTIONS

1. Do not authorize. Staff will continue to use LiftOff for purchasing Microsoft software licenses.
2. Provide an alternate direction.

FINANCIAL IMPACT:

Funding for this expenditure is included within the adopted FY 22-23 budget; funding for the next two fiscal years will be included within the proposed FY 23-24 and FY 24-25 budgets for City Council consideration. If this expenditure is authorized, the City will save approximately \$6,500 annually in Microsoft software licensing costs.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Dell's Quotation for Microsoft licenses renewal on EA
Riverside County Microsoft Enterprise Agreement fully signed with amendment
Microsoft EA Enrollment Form
Microsoft EA Product Selection Form
Microsoft W29 Sub-250 Amendment
Microsoft EA Signature Form
LiftOff's Quotation for Microsoft licenses renewal - for comparison
City Attorney's Comments



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Customer: City of Pacific Grove

Contract: Riverside County Master Agreement - PSA-0001524 (8084445)

Microsoft Enterprise Agreement (EA) #: TBD/ Future (effective 6/1/23)

Date of Issue:

4/10/2023

Quote Expires:

5/31/2023

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Online Services Products					
O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	AAA-11894	78	12	\$20.13	\$18,841.68
O365GCCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	7	12	\$7.61	\$639.24
Additional Online Services Products					
AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	MQN-00001	1	12	\$6.70	\$80.40
ExchgOnlnKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	3PS-00001	1	12	\$1.75	\$21.00
ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	56	12	\$2.31	\$1,552.32
O365GCCCF3 ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	50	12	\$2.98	\$1,788.00
VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	1	12	\$11.17	\$134.04
Audio Conferencing Select Dial Out GCC Sub Add-on (now free)	NYH-00001	135	12	\$0.00	\$0.00
Project Plan 1 GCC Sub Per User	PF1-00002	1	12	\$7.45	\$89.40
Defender Endpoint GCC Sub Per User	7KB-00001	30	12	\$4.40	\$1,584.00
Defender for Endpoint Server GCC (must buy within Azure portal now)					
Azure Monetary Commitment Provision (Azure-Commercial cloud, \$0.00 tenant provisioning SKU)	AAA-35418	1	12	\$0.00	\$0.00
Annual Payment:					\$24,730.08
Notes:					
Microsoft Enterprise Agreement (EA) Master#: 8084445				Total Annual Payment Yr 1	\$24,730.08
Riverside County Microsoft EA contract vehicle				Total Annual Payment Yr 2	\$24,730.08
				Total Annual Payment Yr 3	\$24,730.08
				Total of 3 years of Payments	\$74,190.24

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

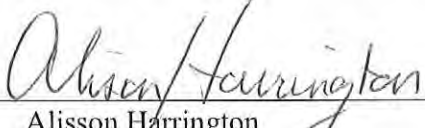
15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dell Marketing L.P., a Texas corporation

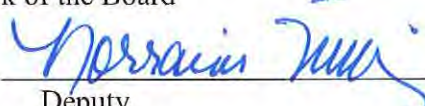
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Alisson Harrington
Senior Commercial Counsel

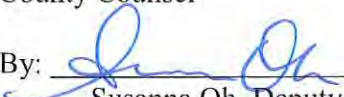
Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit A
Microsoft Enterprise license subscription and services**

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

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**Exhibit B
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
Biz Apps			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
Apps and Infrastructure			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B (cont.)
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Dcsktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Emerging Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:

Attention: Rick Har
E-mail: RHar@rivco.org

Payment should be made to
Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501

County of Riverside TIN # 95-6000930

Company Name Dell Marketing L.P.

Name Stacie Becker Title Proposal Manager

Address One Dell Way

City Round Rock Zip Code 78682 Telephone # 512-725-3007

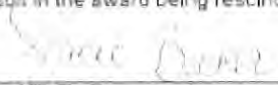
Fax # n/a Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.


Signature

Stacie Becker

Printed Name

September 19, 2019

Date

Proposal Manager

Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	<i>Company name</i>							
RIVCO								
Contract ID	<i>RIVCO-20800-00x-xx/xx</i>							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	
							-	

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

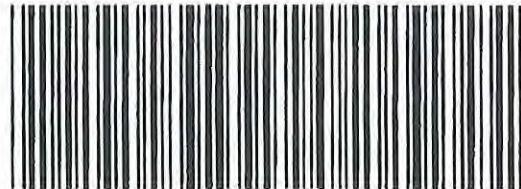
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

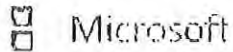
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

808444S

004-kayleed-S-04

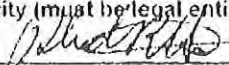
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

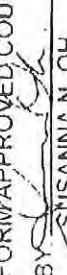
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

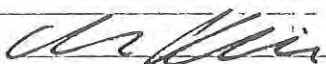
Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* 
Printed First and Last Name* Richard R. Hai
Printed Title* Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

FORM APPROVED, COUNTY COUNSEL
BY:  DATE: 8/22/19
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	
8/23/2019	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

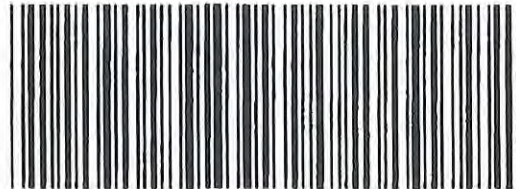
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:

8/23/2019 9:42:31 PM

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA
 Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Amendment to Contract Documents

Agreement Number:

808445

004-kaylead-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EQ" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated, revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. ("First Amendment"), dated as of 01 April 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Dell Marketing L.P. ("CONTRACTOR"), a Texas corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the "Agreement") to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the "Term")."
3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference."
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

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COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

Richard R. Hai
Senior Procurement Contract Specialist

Dated: _____

4/28/2020

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Susanna Oh
Deputy County Counsel

Dell Marketing L.P., a Texas corporation

By: _____

Amanda E. Hudson
Contracts Manager

Dated: _____

4/17/20

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Pacific Grove

Contact name* First Mohammed **Last** Khasimi

Contact email address* mkhasimi@cityofpacificgrove.org

Street address* 300 Forest Ave.

City* Pacific Grove

State* CA
Postal code* 93950-3321
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (831) 648-3170
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

1314531.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	85	85	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	7
O365 G3 GCC	78

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	78	85	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Enterprise Sub 250 Program Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐
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By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Program Signature Form

MBA/MBSA number

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	1314531.003
Document Description	Document Number or Code
Sub 250 Program Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Pacific Grove Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



QUOTE

as of 3/9/2023

Bill to:

City of Pacific Grove, CA
300 Forest Ave.
Pacific Grove, CA 93950

Ship to:

City of Pacific Grove, CA
300 Forest Ave.
Pacific Grove, CA 93950

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	23.00	78	\$21,528.00
Office 365 Plan G1	U4S-00002	12	10.00	10	\$1,200.00
Exchange Online Plan 1	3MS-00001	12	4.00	5	\$240.00
Exchange Online Kiosk	3PS-00001	12	2.00	1	\$24.00
ExchangeOnlineArchiving	4ES-00001	12	3.00	61	\$2,196.00
Visio Online Plan 2	P3U-00001	12	15.00	1	\$180.00
Office 365 Plan F3	3KS-00001	12	4.00	50	\$2,400.00
Audio Conference GCC	NYH-00001	12	-	78	-
Azure AD Prem P2	MQN-00001	12	8.50	1	\$102.00
Teams AC w Dial Out	NYH-00001	12	-	78	-
Defender for Endpoint	7KB-00001	12	5.60	30	\$2,016.00
Defender for O365 P1	3GU-00001	12	2.00	30	\$720.00
Defender for Endpoint Server	7JI-00001	12	5.60	10	\$672.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$31,278.00

*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the

recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **City of Pacific Grove, CA** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States,

and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

“Customer Data” means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

These documents were reviewed by the City attorney, and below are his comments and highlights:

The standard terms and conditions for use of software and licensing in these agreements are not negotiable. There are many terms and conditions in the links for varying issues. The highlights are below:

Confidentiality. Their software confidential to the extent allowed by law.

Limited Product warranties. They limit warranties. This is standard

Defense of third-party claims for trade secrets. Patent and copyright infringement. They will defend us if there is an infringement claim. We will defend them under limited circumstances

Limitation of liability. They limit liability to the cost of the contract, again this is standard

Pricing and payment Terms. Defined in the agreements.

Term and termination. We can terminate on 60 day written notice without cause, 30 days with cause.

Miscellaneous Legal:

Agreement not exclusive. The City is free to enter into agreements to license, use, and promote the products and services of others.

Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until City accepts them., usually on renewal or on request to accept updates.

Notices. All notices must be in writing to Microsoft at the address below except for Notices of Dispute or notices relating to arbitration

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210,
Reno, Nevada 89511-1137, USA

Notices to City may be by email or at the address we've identified.

Applicable law and place to resolve disputes. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States.

The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. If we get into a dispute California law will not apply.

Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

1. If Microsoft brings the action, the venue **will be in California**, probably in federal court.
2. If City brings the action against Microsoft, the venue will be the state or federal courts in **King County, State of Washington, USA.**
3. If City brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the **Republic of Ireland.**

Government procurement rules. We agree we have or will comply with contracting rules by accepting the agreement. When the Council reviews this, a finding will need to be made for the use of the Riverside procurement, and that it followed CA law.

There are supplemental Government use rules that outline that the cloud service of the government contract is not compatible with the private cloud services, with some other standard terms.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Halabi, Deputy Public Works Director
MEETING DATE: May 03, 2023
SUBJECT: FY22/23 Street Rehabilitation Project – Bid Additive 2
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

1. Authorize an agreement with Monterey Peninsula Engineering for the FY22/23 Street Rehabilitation Project, bid additive 2 in an amount not to exceed \$180,935 plus a 5% contingency;
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Background

The FY22/23 Street Rehabilitation Project was approved as part of the FY22/23 Capital Improvement Plan (CIP) to address the aging road infrastructure network on:

- 13th Street, between Lighthouse Ave & Central Ave (PCI 16)
- 15th Street, between Lighthouse Ave & Ocean View Blvd (PCI 9)
- 16th Street, between Central Ave & Ocean View Blvd (PCI 46)
- 16th Street, between Pine Ave & Spruce Ave (PCI 47)

These segments were selected for rehabilitation based on a thorough review of the City's Pavement Management Program, existing road conditions, and in-field observations.

Engineering Process

During the engineering process two bid additives were identified:

1. Bid Additive 1: 10,000 SF of pavement reconstruction on 13th St from Central Ave to Lighthouse Ave
2. Bid Additive 2: 5,700 SF of pavement reconstruction on 16th St from Spruce Ave to Junipero Ave

Bid additives allow flexibility to add additional elements via the bidding process, that fall outside of the most critical project scope components (which serve as the 'base' bid), without being locked into funding those additional elements. This allows the City to obtain competitive pricing on additional scope elements and provides flexibility on a path forward (ex: options to fund or not fund additional elements).

Bid Additive 1:

Due to public inquiries and the failed road conditions on the segment of 13th St from Central to Ocean View Blvd (PCI 16), this segment was also engineered as a bid additive (bid additive 1).

Bid Additive 2:

During the engineering phase, underground infrastructure was CCTV videoed to assess existing conditions. It was anticipated, based on age of the lines and construction records, that segments of the sewer infrastructure would need to be replaced. As such, the project budget included Sewer Enterprise Funds to address this anticipated need.

While videoing, staff discovered the sewer line on 16th Street from Pine to Junipero Ave was in a deteriorated state and in need of replacement. Although it was outside the bounds of the original segment of 16th St that was to be addressed, due to the critical nature of sewer infrastructure, improvements to 16th St between Spruce Ave and Junipero Ave were engineered.

Based on the engineers estimate, there was sufficient sewer funding in the approved budget to accommodate these additional sewer improvements, but not sufficient funding via the street related funding sources (derived from a combination of General Fund, Measure X, and SB1) to accommodate the pavement rehabilitation following the sewer improvements. As such, the street improvements on 16th St (from Spruce to Junipero) were included as a bid additive (bid additive 2). The sewer elements were included in the base bid.

Competitive Bidding Process

Construction documents were completed in January 2023. On February 3, 2023, the City released a call for bids. The bid process included 2 bid additives, noted below.

On March 8, 2023, the bid period closed. Two (2) bids were received:

Contractor	Base Bid	Bid Additive 1	Bid Additive 2
Monterey Peninsula Engineering	\$1,370,128	\$149,920	\$180,935
Coastal Paving & Excavating	\$1,668,110	\$168,010	\$184,780

Monterey Peninsula Engineering (MPE) has been qualified as the lowest, responsible bidder. Their bid was competitive and will be below the engineers estimate. MPE is well qualified to perform this work and has successfully completed several paving and sewer projects for the city.

Base Bid & Bid Additive 1 Agreement Authorization

At the April 12, 2023 meeting, the City Council authorized an agreement for the base bid and bid additive 1 in an amount not to exceed \$1,520,048 plus a 9% contingency. A detailed description of the original request can be found [here](#).

The scope of work for the base bid includes:

- Reconstruction of 48,200 SF of deteriorated pavement
- Construction of 303 LF of curb and gutter
- Reconstruction of 1,675 SF of sidewalk, construction of 395 SF of sidewalk
- Reconstruction of 22 curb ramps
- Various sewer improvements including 1,240 LF of sewer line replacement, 1 sewer line spot

- repair, and reconstruction of 3 manholes
- Various stormwater improvements including installation/replacement of 288 LF of storm drainpipe, construction of 8 storm drain inlets
- Thermoplastic pavement markings

The scope of work for Bid Additive 1 includes an additional 10,000 SF of pavement reconstruction and various pavement markings on 13th Street between Central and Oceanview.

Bid Additive 2

At the April 12, 2023 meeting, staff indicated a budget adjustment would return at the April 19, 2023, meeting to request an allocation of sewer funding to allow for bid additive 2. Bid additive 2 will allow for the reconstruction of 5,700SF of pavement on 16th Street from Spruce Ave to Junipero Ave following the replacement of deteriorated sewer lines on this stretch of roadway. The competitive pricing for the bid additive, and the positive impact the work will have on the pavement conditions, make this work ideal. The City Council indicated interest in funding bid additive 2. The first reading of the budget amendment, to allocate an additional \$190,000 of Sewer Fund money, was approved at the April 19, 2023 meeting. The second read is on the agenda tonight. If this agreement is approved, the City will enter into a separate agreement for bid additive 2. Subsequently, a construction schedule will be developed, but it is anticipated this work would conclude by the end of the fiscal year.

OPTIONS

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

FINANCIAL IMPACT:

The approved project budget, with the additional \$190,000 of sewer fund allocation for Bid Additive 2, is \$2,109,442 derived from the Capital Improvement Fund, Measure X, Road Maintenance and Rehabilitation Account (RMRA) and the Sewer Fund as specified below.

Funding Source	Budget
Fund 63 – Capital Improvement Fund	\$300,000
Fund 17 – Measure X	\$1,015,304
Fund 47- RMRA (SB1)	\$354,138
Fund 76- Sewer Fund	\$440,000*
TOTAL	\$2,109,442

**Please note the original \$250,000 Sewer Fund Allocation will be put toward the sewer improvements that were incorporated in the base bid, as noted above.*

The City Council has already authorized an agreement for the base bid and additive 1 in an amount not to exceed \$1,520,048 plus a 9% contingency.

This request is to authorize an agreement for bid additive 2 in an amount not to exceed \$180,935 plus a 5% contingency. There is sufficient funding, following the budget adjustment, to authorize this additional work.

FOCUSED PRIORITY AREA: Infrastructure



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Laurel O'Halloran, Associate Planner
MEETING DATE: May 03, 2023
SUBJECT: Architectural Review Board Minutes: February 14, 2023
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

ARB Minutes



NOTICE OF MEETING

CITY OF PACIFIC GROVE

ARCHITECTURAL REVIEW BOARD

REGULAR MEETING AGENDA

Tuesday, February 14, 2023, 3:00 P.M.

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

AGENDA

1. **CALL TO ORDER & ROLL CALL:**
Members Present: Sarah Boyle, Hunter Eldridge, Scott Brooks, Christi Sutphen, Scott Brooks, Anna Bornstein
2. Election of Officers
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378.
Recommended Action: Staff recommends the Architectural Review Board (ARB) elect a Chair, Vice-Chair, and Secretary for a one-year term in accordance with the Pacific Grove Municipal Code (PGMC) § 3.02.050(b), Members – Terms.

Reference: Laurel O'Halloran, Planner
 1. **Chair**
On nomination by Member Eldridge, seconded by member Brooks Vice Chair Boyle was elected to Chair by Member vote 5-0 Motion passed.
 2. **Vice Chair**
On nomination by Chair Boyle, seconded by Member Brooks, Member Eldridge was elected to Vice Chair by Member vote 5-0 Motion passed.
 3. **Secretary**
On nomination by Chair Boyle, seconded by Member Brooks, Member Sutphen was elected to Secretary by Member vote 5-0 Motion passed.

3. **APPROVAL OF THE AGENDA**

On a motion by Member Brooks, seconded by Vice chair Eldridge, the Board voted 5- 0 to approve the agenda as presented.

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

Staff Liaison Laurel O'Halloran introduced Council Member Debby Beck as the Council Liaison for the ARB.

Chair Boyle reported she attended the Housing Advisory meeting last week.

5. **COUNCIL LIAISON ANNOUNCEMENTS**

Council Member Beck introduced herself.

6. **GENERAL PUBLIC COMMENT**

Inge Lorentzen Daumer

Lisa Ciani

A. Public Comment

Reference: Laurel O'Halloran, Associate Planner

Recommended Action: Receive public comment, if applicable.

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

CONSENT AGENDA

7. **REPORTS FOR INFORMATION ONLY**

A. AB 2449 - Teleconference Rules For Attendance at Meetings of Legislative Bodies

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

Recommended Action: Receive the report.

Reference: Laurel O'Halloran, Planner

8. **REPORTS REQUIRING ACTION**

A. Draft 12.13.23 ARB Minutes

Reference: Laurel O'Halloran, Planner

Recommended Action: Review the draft 12.13.23 ARB Minutes and approve.

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

The Chair opened the floor to public comment.

Lisa Ciani requested to remove Item 8.A. from the consent Agenda.

On a motion by Member Brooks to approve the consent Agenda moving Item 8.A. to Item

10.B. seconded by Vice Chair Eldridge, the Board voted 5-0 to approve the Consent Agenda as amended.

Motion passed.

REGULAR AGENDA

9. PUBLIC HEARINGS

10. CONTINUED AND ONGOING BUSINESS

- A. Architectural Permit No. 22-0164, 1029 Del Monte Boulevard, Pacific Grove (APN 006-045-002); Continued from the December 13, 2022, ARB Meeting
Zoning District/General Plan Designation: R-1 / Medium Density Residential 7.3 du/ac
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).
Reference: Joseph Sidor, Contract Planner
Joseph Sidor, Contract Planner provided a staff report.
Joshua Stewman the project architect, spoke on the item.

The Chair opened the floor to public comment.
Jenny Vu, owner spoke.
Bob, neighbor spoke.
Inge Lorentzen Daumer

The Chair closed the floor to public comment.

The Board discussed the item.

After discussion, Chair Boyle made a motion, with the following conditions:

- 1. Continue the Item to the April 2023 ARB meeting.**
- 2. Require a Topographic Survey to ensure compliance with setback and height.**
- 3. Submit a redesign to reduce the mass of the west elevation.**
- 4. Submit to the ARB the neighbors sun/shade study.**

seconded by Secretary Sutphen, to approve the motion. On a roll call vote, the Board voted 5-0 to approve the motion.

Motion passed.

B. Draft 12.13.23 ARB Minutes

Reference: Laurel O'Halloran, Planner

Recommended Action: Review the draft 12.13.23 ARB Minutes and approve.

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

The Chair opened the floor to public comment.

Lisa Ciani spoke.

The Chair closed the floor to public comment.

The Board discussed the item.

After discussion, Member Brooks made a motion, seconded by Chair Boyle, to approve the draft minutes. On a roll call vote, the Board voted 5-0 to approve the draft Minutes.

Motion passed.

11. **NEW BUSINESS - None**

12. **PRESENTATIONS**

13. **NEXT MEETING - March 14, 2023**

14. **ADJOURNMENT – 4:12.**



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joseph Sidor, Contract Planner
MEETING DATE: May 03, 2023
SUBJECT: Planning Commission Meeting Minutes: March 9, 2023
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

Approved PC Minutes 03-09-23



CITY OF PACIFIC GROVE

PLANNING COMMISSION

MEETING MINUTES

Thursday, March 9, 2023, 6:00 P.M.

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

This meeting was held in Council Chambers and via Zoom webinar.

1. **CALL TO ORDER & ROLL CALL** – Chair Lilley called the meeting to order at 6:00 pm.
Members Present: Davison, Kubica, Lilley, Murphy, Nodzenski, and Sawyer
Member Absent: Fredrickson

2. **APPROVAL OF AGENDA**

Chair Lilley asked if any Commissioners wanted to make any changes to the agenda.

Vice Chair Murphy made a motion, seconded by Commissioner Kubica, to approve the agenda as presented. The Commission voted unanimously to approve the motion. (6-0-1; Fredrickson absent)

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

Chair Lilley welcomed new Commissioners Davison and Kubica, and thanked the Commission for his election as Chair. He then informed the Commission that he appeared before the City Council on January 15, 2023, regarding the Commission's recommendation to the City Council to fund a Phase 1 historic resource assessment for the property located at 1352 Lighthouse Avenue (aka the NOAA building). The City Council voted to fund the assessment and formed a subcommittee to select a consultant. He also announced that the City Council will consider the Parklet Program on March 15, 2023. He informed the Commissioners that Form 700s are due to the Fair Political Practices Commission.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council Member Coletti announced that the City Council, on March 15, 2023, will discuss a contract with Rincon to prepare the General Plan and Housing Element updates.

5. **GENERAL PUBLIC COMMENT**

- A. Public Comment

Reference: Joseph Sidor, Contract Planner

Recommended Action: Receive public comment, if applicable.

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

The following individuals submitted written public correspondence:

- Tony Ciani on February 13, regarding 1352 Lighthouse Avenue (NOAA building).
- Lisa Ciani on February 17, regarding CDP determination for special events.
- Lisa Ciani on February 24, regarding tribal resources and tribal monitoring protocol delays.
- Tony Ciani on February 24, regarding “the great tide pool fiasco” with 16 photographs and diagrams.
- Tony Ciani on March 1, regarding the General Plan update
- Lisa Ciani on March 9, regarding letter of explanation re: special events CDP determination.
- Lisa Ciani on March 9, regarding the draft 2023 work plan.
- Lisa Ciani on March 9, regarding challenge to Pacific Grove CDP determination for special events.
- Councilmember Coletti on March 9, regarding forwarding an announcement for a Fort Ord Habitat Resource Management Plan Community Meeting on March 22.

Chair Lilley and Staff Liaison Sidor summarized the written correspondence received.

No individuals provided verbal public comment at the meeting.

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

7. REPORTS REQUIRING ACTION

A. Minutes of the February 9, 2023, Planning Commission Regular Meeting

Reference: Joseph Sidor, Contract Planner

Recommended Action: Approve the Minutes of the February 9, 2023, Planning Commission Regular Meeting.

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

On a motion by Vice Chair Murphy, seconded by Commissioner Sawyer, the consent agenda was unanimously approved as presented on a roll call vote. (6-0-1; Fredrickson absent)

REGULAR AGENDA

8. PUBLIC HEARINGS

9. CONTINUED AND ONGOING BUSINESS

A. Housing Element and General Plan Updates

From: Anastacia Wyatt, Community Development Director

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Receive an oral report on the Housing Element and General Plan updates.

Reference: Anastacia Wyatt, Community Development Director

After comments from CDD Director Wyatt, Chair Lilley opened the public hearing and the following individuals provided public comment: Inge Lorentzen Daumer and Lisa Ciani. Director Wyatt also discussed the termination of the Baird and Driskell contract. Chair Lilley then closed the public comment portion of the meeting and returned the item to the Commission for discussion. No further action taken.

The Planning Commission took an unscheduled recess at approximately 6:47 pm due to a power outage and associated technical issues. The technical issues were resolved and the meeting reconvened at approximately 7:02 pm.

- B. Capital Improvement Program (CIP) Project Discussion; Continued from the February 9, 2023, Planning Commission Regular Meeting

From: Joseph Sidor, Contract Planner

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Hold a discussion on potential projects for consideration in the Capital Improvement Program (CIP) and direct staff to submit a recommendation to the Public Works Department.

Reference: Joseph Sidor, Contract Planner

Contract Planner Sidor introduced the item and provided an oral report. Chair Lilley opened the public hearing and the following individual provided public comment: Lisa Ciani. Chair Lilley then closed the public comment portion of the meeting and returned the item to the Commission for discussion. The Commission agreed upon the following CIP projects and directed staff to submit the project recommendations to the Public Works Department:

- Develop a plan for a bicycle network, with bike lanes, boulevards, and storage infrastructure.
- Update maintenance in the parks.
- Sidewalk maintenance, especially in the downtown.
- Update infrastructure, including traffic issues. Integrate issues with TAMC and other peninsula cities.
- Improve, repair and restore the mural on the recreation trail.
- Complete Cultural Resources and Tribal Monitoring Compliance Protocol.
- Paint and stripe crosswalks and the parking spaces.
- Provide safe access for the public along the shoreline, ensure minimum requirements for safety, and fix the ADA platform at the tidepool.

- C. Draft Planning Commission 2023 Workplan; Continued from the February 9, 2023, Planning Commission Regular Meeting

From: Joseph Sidor, Contract Planner

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Receive and review the draft 2023 Workplan and provide direction to staff.

Reference: Joseph Sidor, Contract Planner

Chair Lilley and Contract Planner Sidor introduced the item, and Chair Lilley opened the public hearing. The following individual provided public comment: Lisa Ciani. Chair Lilley then closed the public comment portion of the meeting and returned the item to the Commission for discussion. No further action taken.

D. Parklet Program Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Review the charge of the Parklet Program Subcommittee and appoint a new member to the subcommittee.

Reference: Steven Lilley, Chair

Chair Lilley introduced the item and opened the public hearing. The following individual provided public comment: Lisa Ciani. Chair Lilley then closed the public comment portion of the meeting and returned the item to the Commission for discussion.

After discussion, Commissioner Kubica made a motion, seconded by Commissioner Nodzenski, to reconstitute (i.e., renew the charge of) the Parklet Program Subcommittee. Vice Chair Murphy made two friendly amendments to clarify that the subcommittee would continue with the two existing members (i.e., Commissioners Sawyer and Chair Lilley) and would represent the Commission at the City Council. Both amendments were accepted by Commissioners Kubica and Nodzenski. On a roll call vote, the motion was approved. (6-0-1; Fredrickson absent)

10. **NEW BUSINESS** – None

11. **PRESENTATIONS**

A. Brown Act Presentation

Reference: Gregory Rubens

Recommended Action: Receive a presentation on the applicable requirements of the Brown Act.

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

The Chair directed that this item be rescheduled to the April 13, 2023, regular meeting.

12. **NEXT MEETING** – April 13, 2023

13. **ADJOURNMENT** – By order of the Chair, the meeting was adjourned at 8:27 pm.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Halabi, Deputy Public Works Director
MEETING DATE: May 03, 2023
SUBJECT: FY23/24 Capital Improvement Plan & SB1 Project List
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive and approve the FY 23/24 Capital Improvement Plan (CIP) to include in the Operating Budget
2. Approve a resolution adopting the FY23/24 SB1 Project List
3. Alternatively, discuss and take other action related to this item

DISCUSSION

Background

Prior to the start of each fiscal year, the City adopts an annual budget. There are two primary components to the City’s annual budget: the Capital Improvement Plan (CIP) and the Operating Budget. Council Policy 400-6, Budget and Financial Management, defines a Capital Improvement or asset as buildings, machinery or equipment, with an original cost in excess of \$5,000 and a useful life of three years or more.

The CIP is a long-range plan that:

1. Identifies capital projects
2. Provides an implementation schedule
3. Identifies project financing
4. Links projects to Council's strategic goals and initiatives
5. Links capital projects to budgets, and
6. Provides project information and justification

Adopting a CIP allows systematic and comparative evaluation of multiple potential projects at the same time. The CIP serves as a public relations and economic development tool and focuses on preserving infrastructure while ensuring efficient use of public funds. Additionally, the CIP promotes coordination of projects across City departments and helps identify efforts that may qualify for alternate funding.

DEVELOPMENT OF THE FY23/24 CIP

CIP Project Submittal Process

The CIP process begins with a call for project submissions from Staff, the City Council, and the City’s

boards, committees, and commissions. Generally, submitted projects are identified and based upon:

- Input from the community received throughout the year
- Input from Mayor and City Council, as well as City Board and Commissions on needs that developed or are identified during the year
- Identified projects based on critical needs, including those due to safety issues or to comply with new mandates

CIP Project Review Process

Following the submittal process, each project proposal is reviewed from a variety of approaches and criteria before it is recommended for inclusion in the CIP. These include:

- Greatest need (ex: mandates and public safety)
- Alignment with Council strategic goals and initiatives
- Consequences of delay (ex: potential to incur increased costs, asset preservation)
- Readiness
- Feasibility
- Opportunities to accomplish multiple goals or align timing with another project(s)
- Availability of funding (ex: grants)

Under the direction of the City Manager, the Public Works and Administrative Services Departments review the proposed projects and prepare the CIP for submission to the Mayor and City Council. The proposed CIP is then presented, discussed, and acted upon by the City Council in public sessions during the budget hearings.

FY23/24 PROPOSED CIP

The proposed CIP includes a total of 5 projects:

- 2 multi-funded projects (funded via general fund & non-general fund sources)
- 1 general fund project, and
- 2 non-general fund projects

These proposed projects aim to address aging and damaged infrastructure, complete required maintenance, and protect the environment. Ultimately, the proposed CIP is lean and only includes projects that:

- Are required to meet annual Maintenance of Effort (MOE) requirements to be eligible for Measure X and Senate Bill 1 funding, (Street Rehabilitation Project & Crack/Slurry Seal Project)
- Allow vital stormwater infrastructure repairs
- Allow for vital maintenance needs & facility improvements to be addressed via dedicated non-general fund sources

The detailed list of projects, along with their descriptions and requested budgets, is attached (Attachment 1 – Project List) Each of the projects also has a corresponding project information sheet (Attachment 2). This sheet serves as a summary of the project and includes a description, scope of work, purpose of the project, funding sources and photos.

Multi-Funded Project Overview

There are two (2) proposed multi-funded projects, which are projects funded from a combination of general fund and non-general fund sources:

1. FY23/24 Street Rehabilitation Project
2. FY23/24 Crack and Slurry Seal

Both projects aim to address the City's aging road infrastructure network. Together these projects have

a \$500,000 General Fund allocation; this is a mandatory contribution to meet Maintenance of Effort (MOE) requirements to be eligible for continued Measure X and Senate Bill 1 Funding

General Fund Project Overview

Due to limited General Fund availability, there is only 1 project on the General Fund Project List – the Priority Stormwater Repair Project on Syida Dr. This vital project will allow the City to make necessary repairs to a deteriorated storm drain line that has failed on Syida Dr. The failure has caused several sinkholes to form which cannot be rectified until underground infrastructure repairs can be made. This project is essential to properly channel stormwater, prevent further deterioration, and address existing sinkholes.

Non-General Fund Project Overview

There are two (2) proposed non-general fund projects:

1. Sewer Collection System Master Plan (SCSMP) Projects 1, 6 & 9
2. Library Backup Power Project

The City's SCSMP plan helps drive the City's sewer collection system asset management needs by identifying CIP projects necessary to address deficiencies in the collection system. Since its development in 2014, the City has completed 6 of the 9 near term projects identified. This multi-year project, funded fully from the Sewer Fund, will allow the City to embark on engineering for these vital repairs. Following completion of engineering, Staff would return for a request of a construction project allocation as part of a future year CIP.

The Library Backup Power Project will allow for the City to acquire and install a backup power source for the library so this vital community resource can remain open for use during power outages. This project is proposed to be funded via the Strong Disbursement Fund and the McIndoo Donation Fund. The Friends of the Pacific Grove Library and the Pacific Grove Library Foundation have expressed interest in donating funds for the purchase of the backup power source, with the cost of design and construction being paid for by the City.

Additional information on the non-general fund projects can be found in Attachments 1 and 2.

CIP and the California Environmental Quality Act (CEQA)

The CIP document is a planning document; it does not constitute approval of any specific project. Following budget adoption, staff will assess and address the CEQA process that applies to each individual project. Projects that exceed the City Manager's spending authority will return for Council approval; agenda reports will include an assessment of the CEQA determination.

Unfunded Projects

Several projects have been deferred due to lack of available funding. The full list of submitted projects, as submitted, are included in Attachment 3, the Unfunded Project List. Projects range from recreation improvements and beautification projects to repairing roofs and stormwater infrastructure.

THE FUTURE OF THE CAPITAL IMPROVEMENT PROGRAM

Over the last several years, the City has made tremendous strides in addressing its aging infrastructure needs. Notable accomplishments include:

- Increasing the City's average Pavement Condition Index (PCI) rating by 5 points over a 5-year period
- Completing 6 of the 9 Sewer Collection System Master Plan Projects (SCSMP) which addressed known sewer collection system deficiencies, and

- Promptly addressing identified, high-priority facility needs (ex: several reroofing projects).

City staff would like to continue this trajectory by revisiting how projects are identified, recommended, and prioritized for funding. This will ensure the most efficient use of funds and provide longer range insight into the City's asset management needs. It is anticipated that this could be achieved by harnessing asset management schedules for all City assets – like how the Pavement Management Program and SCSMP are harnessed for pavement and sewer improvements, respectively. It is anticipated that the City will return to Council in quarter 1 of FY23/24 with a proposed approach to future year CIP development.

The City has also made significant strides on reporting the progress, completion of expenditures on these vital projects. Including the recent launch of the Transparency Center, Clear Gov project module, available here: www.cityofpg.org/finance

SENATE BILL 1 PROJECT LIST

As part of the CIP process, Staff is recommending approval of a Resolution adopting a Senate Bill 1 (SB1) Project List.

SB 1, the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017. SB1 includes accountability and transparency provisions that will ensure the residents of Pacific Grove are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. One such provision is a requirement that the City adopt a resolution of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) by July 1 of each year.

The City is estimated to receive \$372,339 in RMRA funding in Fiscal Year 2023/24. As indicated in the attached project list, the City is planning to use this funding, in conjunction with Measure X and the General Fund, to complete essential road rehabilitation and maintenance as prescribed in the City's Pavement Management Program. Specifically, SB1 funds will be allocated to the FY23/24 Street Rehabilitation Project, which will address the following five (5) segments of roadway:

1. Locust Street (Sinex Ave to Junipero Ave)
2. Willow Street (Sinex Ave to Junipero Ave)
3. Wood Street (Sinex Ave to Junipero Ave)
4. Grand Avenue (Sinex Ave to Junipero Ave)
5. Pearl Street (8th St to Monterey Ave)

The attached SB1 project list includes a detailed project description, project location, proposed schedule for completion, and the estimated useful life of the improvement.

This is the sixth year the City will receive SB 1 funding which will enable essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1.

OPTIONS

- Take no action. Failure to act will delay the City's ability to proceed with submission of the annual SB1 project list to the California Transportation Commission and may impact the City's eligibility for SB1 funding.
- Propose modifications to the FY 23/24 SB1 Project List
- Propose modifications to the FY 23/24 CIP
- Request additional information

FINANCIAL IMPACT:

Adoption of the CIP does not appropriate funds. The CIP will serve as the basis for planning the CIP Project Budget over the next fiscal year and will be updated annually. If the recommended CIP is approved, the following budget by fund for the CIP will be incorporated in the proposed Operating and Capital Budget for Fiscal Year 2023/24:

Funding Source	Proposed Budget
General Fund	\$600,000*
Measure X	\$686,088
Sewer Fund	\$2,100,000
Road Maintenance & Rehabilitation Fund (RMRA/SB1)	\$505,049
Strong Disbursement Fund	\$44,849
Mcindoo Donation Fund	\$20,173

** Of the total proposed \$600,000 General Fund budget, \$500,000 is associated with the two streets related projects and are required to meet Maintenance of Effort (MOE) to be eligible for continued Measure X and Senate Bill 1 funding.*

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Attachment 1 - FY23/24 CIP Project List

Attachment 2 - FY23/24 Project Information Sheets

Attachment 3- FY23/24 Unfunded Project List

Attachment 4 - Resolution & SB1 Project List

FY23/24 CIP Project List

Project #	CIP Project Code	Project Name	Funding Source	Fund	Account	Project Description/Justification	Budget Notes	City Council Goal Alignment	Multi-Year Project?	Total Project Budget	Proposed Budget FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	
1	CIP24-01	FY23/24 Street Rehabilitation Project	Multi-Funded Project	Fund 63 Capital Improvement Fund	63-631-6041	This project will address the aging road infrastructure network, increase the PCI on five (5) road segments that are in "failed" condition, address underground aging infrastructure, and ensure the City meets Maintenance of Effort (MOE) requirements.	This project will ensure the City remains eligible for continued Measure X and Senate Bill 1 (SB1) funding by meeting Maintenance of Effort (MOE) requirements.	Infrastructure	N	\$ 1,641,137	\$ 300,000	\$ -	\$ -	\$ -	\$ -	
				Fund 17 Measure X	17-522-6041	This project will address the following "failed" segments of roadway: (1) Locust St, Sinex Ave to Junipero Ave (PCI 3) (2) Willow St, Sinex Ave to Junipero Ave (PCI 7) (3) Wood St, Sinex Ave to Junipero Ave (PCI 19) (4) Grand Ave, Sinex Ave to Junipero Ave (PCI 10) (5) Pearl St, 8th St to Monterey Ave (PCI 0)					\$ 536,088					
				Fund 47 RMRA (SB1)	47-471-6041	None of these road segments have ever received a formal rehabilitation treatment since construction; they are all in a failed state and in dire need of replacement. These road segments were identified based on the City's Pavement Management Program and in-field observations of existing conditions.					\$ 505,049					
				Fund 76 Sewer Fund	76-612-6051	The underground sewer infrastructure on each of these road segments will be videoed and addressed as an aspect of this project via the sewer fund.					\$ 300,000					
2	CIP24-02	FY23/24 Crack & Slurry Seal Project	Multi-Funded Project	Fund 63 Capital Improvement Fund	63-631-6041	Crack and Slurry sealing is a vital maintenance activity that helps preserve the City's roads against rapid deterioration and potholes due to inclement weather. This is a cost effective maintenance treatment that helps ensure roads remain in good condition for years to come.	This project will ensure the City remains eligible for continued Measure X and Senate Bill 1 (SB1) funding by meeting Maintenance of Effort (MOE) requirements.	Infrastructure	N	\$ 350,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	
				Fund 17 Measure X	17-522-6041	Streets to receive the crack & slurry seal treatment are identified via the City's Pavement Management Program, maintenance logs, and in-field observations.					\$ 150,000					
3	CIP24-03	Priority Stormwater Repair Project on Syida Dr	General Fund	Fund 63 Capital Improvement Fund	63-631-6054	The 12" corrugated steel stormwater pipe has deteriorated and resulted in several large sinkholes throughout the pipe segment that runs along the property line of 4 properties (Benito Court to Syida Dr). The scope of work includes installation of a fiberglass lining and installation of three (3) stormwater access points. Due to the severe incline and location of the pipe (abutting private properties and beneath private decks, fencing, landscaping, storage sheds, etc.) it will be difficult to excavate and perform a full replace. Lining the pipe shall suffice in channeling water and preventing further deterioration for the foreseeable future.		Infrastructure/ Environmental Stewardship	N	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
4	CIP24-04	Sewer Collection System Master Plan Projects 1, 6 & 9	Non-General Fund	Fund 76 Sewer Fund	76-612-6051	The City provides sewer collection services for residences and commercial businesses over an area of approximately 1,414 acres with a population of approximately 15,040 residents. The City's collection and conveyance system is comprised of approximately 58 miles of pipelines: 57 miles of gravity pipelines and one mile of force mains. The Sewer Collection System Master Plan (SCSMP) helps drive the City's long-term sewer collection system asset management needs by identifying CIP projects and necessary upgrades to the collection system. Over the years the City has completed 6 of the 9 SCSMP near term CIP Projects. This multi-year project will allow the City to commence the remaining three (3) near term projects 1, 6 & 9: -SCSMP #1 - 17 Mile Dr - Upgrade ~3,000LF of sewer main due to capacity deficiencies -SCSMP #3 - Asilomar Ave- upgrade ~2,150LF sewer main due to capacity deficiencies and increase slope -SCSMP #6 - Hilcrest Ave - Replace ~4,250LF of sewer main due to root intrusion The initial year of funding, \$1.8M would allow for engineering, permitting and environmental. It is anticipated that construction would be funded in a subsequent year. At this time construction costs are estimated at ~\$7M. Following approval of the FY23/24 Budget, City Staff plans to swiftly return to Council to request authorization of a sole source agreement with Wallace Group for engineering services. Their specialized knowledge of the City's sewer collection system, working with the Pebble Beach Company and in the Pebble Beach Community, will be essential in efficiently and prudently engineering and coordinating these vital improvements. This action is consistent with the City's purchasing policy and Municipal Code, and will return to Council for further discussion early in FY23/24.		Infrastructure/ Environmental Stewardship	Y	\$ 8,800,000	\$ 1,800,000	\$7,000,000	\$ -	\$ -	\$ -	\$ -
5	CIP24-05	Library Backup Power Project	Non-General Fund	Fund 46 Strong Disbursement Fund	46-461-6021	This project will allow the City to explore and install a backup power source for the Pacific Grove Public Library. Currently, the Library does not have a power backup to run essential community services when the power goes down.	The Friends of the Pacific Grove Public Library and the Pacific Grove Library Foundation have expressed interest in donating the funds for the purchase of the back-up power source, with the design and construction costs being covered by the City. The full project cost is reflected in the proposed budget. If approved, the City would formalize the details with these entities and reimbursements would be received.	Infrastructure/ Environmental Stewardship	N	\$ 65,022	\$ 44,849	\$ -	\$ -	\$ -	\$ -	
				Fund 92 McIndoo Donation Fund	92-519-6021	As an element of this project, the City will explore more renewable and green options to the standard diesel generator. This project will also require new wiring be installed from the interior of the building to the backup power source.					\$ 20,173					



FY 23/24 CAPITAL IMPROVEMENT PLAN

FY23/24 Street Rehabilitation Project

Fund	Multi-Funded Project
	Fund 63, Capital Improvement Fund
	Fund 17, Measure X
	Fund 47, RMRA/SB1
	Fund 76, Sewer Fund
Funding Source	63-631-6041, 17-522-6041, 47-471-6041, 76-612-6051
Project Code	CIP24-01
Council Strategic Goal	Infrastructure

PROJECT DESCRIPTION

This project will address the aging road infrastructure network, increase the PCI on five (5) road segments that are in "failed" condition, address underground aging infrastructure, and ensure the City meets Maintenance of Effort (MOE) requirements.

This project will address the following "failed" segments of roadway:

- (1) Locust St, Sinex Ave to Junipero Ave (PCI 3)
- (2) Willow St, Sinex Ave to Junipero Ave (PCI 7)
- (3) Wood St, Sinex Ave to Junipero Ave (PCI 19)
- (4) Grand Ave, Sinex Ave to Junipero Ave (PCI 10)
- (5) Pearl St, 8th St to Monterey Ave (PCI 0)

None of these road segments have ever received a formal rehabilitation treatment since construction; they are all in a failed state and in dire need of replacement.

These road segments were identified based on the City's Pavement Management Program and in-field observations of existing conditions.

The underground sewer infrastructure on each of these road segments will be videoed and addressed as an aspect of this project via the sewer fund.

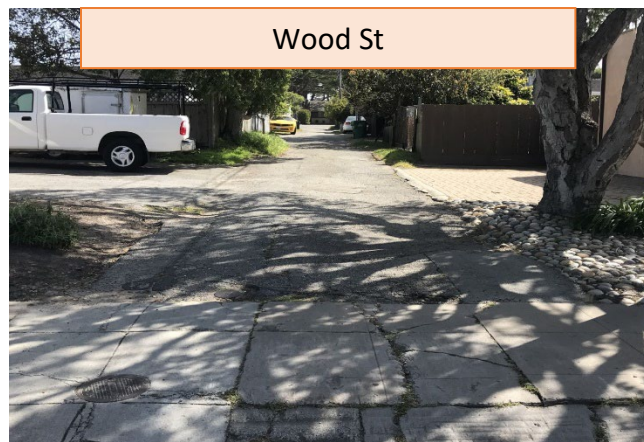
FUNDING NOTES

This project will ensure the City remains eligible for continued Measure X and Senate Bill 1 (SB1) funding by meeting Maintenance of Effort (MOE) requirements.

FISCAL IMPACT						
FUNDING SOURCE(S): 63-631-6041, 17-522-6041, 47-471-6041, 76-612-6051						
Funding Source	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	TOTAL
Fund 63, Capital Improvement Fund	\$300,000	-	-	-	-	\$300,000
Fund 17, Measure X	\$536,088	-	-	-	-	\$536,088

Fund 47, RMRA/SB1	\$505,049	-	-	-	-	\$505,049
Fund 76, Sewer Fund	\$300,000	-	-	-	-	\$300,000
TOTALS	\$1,641,137	-	-	-	-	\$1,641,137

PHOTOS





FY 23/24 CAPITAL IMPROVEMENT PLAN

FY23/24 Crack & Slurry Seal Project

Fund	Multi-Funded Project
	Fund 63, Capital Improvement Fund
	Fund 17, Measure X
Funding Source	63-631-6041, 17-522-0641
Project Code	CIP24-02
Council Strategic Goal	Infrastructure

PROJECT DESCRIPTION

Crack and Slurry sealing is a vital maintenance activity that helps preserve the City's roads against rapid deterioration and potholes due to inclement weather. This is a cost effective maintenance treatment that helps ensure roads remain in good condition for years to come.

Streets to receive the crack & slurry seal treatment are identified via the City's Pavement Management Program, maintenance logs, and in-field observations.

FUNDING NOTES

This project will ensure the City remains eligible for continued Measure X and Senate Bill 1 (SB1) funding by meeting Maintenance of Effort (MOE) requirements.

FISCAL IMPACT

FUNDING SOURCE(S): 63-631-6041, 17-522-6041, 47-471-6041, 76-612-6051

Funding Source	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	TOTAL
Fund 63, Capital Improvement Fund	\$200,000	-	-	-	-	\$200,000
Fund 17, Measure X	\$150,000	-	-	-	-	\$150,000
TOTAL	\$350,000	-	-	-	-	\$350,000

PHOTOS





FY 23/24 CAPITAL IMPROVEMENT PLAN

Priority Stormwater Repair Project on Syida Dr

Fund	General Fund Project
	Fund 63, Capital Improvement Fund
Funding Source	63-631-6054
Project Code	CIP24-03
Council Strategic Goal	Infrastructure/ Environmental Stewardship

PROJECT DESCRIPTION

The 12" corrugated steel stormwater pipe has deteriorated and resulted in several large sinkholes throughout the pipe segment that runs along the property line of 4 properties (Benito Court to Syida Dr).

The scope of work includes installation of a fiberglass lining and installation of three (3) stormwater access points. Due to the severe incline and location of the pipe (abutting private properties and beneath private decks, fencing, landscaping, storage sheds, etc.) it will be difficult to excavate and perform a full replace. Lining the pipe shall suffice in channeling water and preventing further deterioration for the foreseeable future.

FISCAL IMPACT

FUNDING SOURCE(S): 63-631-6054

FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	TOTAL PROJECT COST
\$100,000	-	-	-	-	\$100,000

PHOTOS





FY 23/24 CAPITAL IMPROVEMENT PLAN

Sewer Collection System Master Plan Projects 1, 6 & 9

Fund	Non-General Fund Project
	Fund 76, Sewer Fund
Funding Source	76-612-6051
Project Code	CIP24-04
Council Strategic Goal	Infrastructure/ Environmental Stewardship

PROJECT DESCRIPTION

The City provides sewer collection services for residences and commercial businesses over an area of approximately 1,414 acres with a population of approximately 15,040 residents. The City's collection and conveyance system is comprised of approximately 58 miles of pipelines: 57 miles of gravity pipelines and one mile of force mains. The Sewer Collection System Master Plan (SCSMP) helps drive the City's long-term sewer collection system asset management needs by identifying CIP projects and necessary upgrades to the collection system.

Over the years the City has completed 6 of the 9 SCSMP near term CIP Projects. This multi-year project will allow the City to commence the remaining three (3) near term projects 1, 6 & 9:

- SCSMP #1 - 17 Mile Dr - Upgrade ~3,000LF of sewer main due to capacity deficiencies
- SCSMP #3 - Asilomar Ave- upgrade ~2,150LF sewer main due to capacity deficiencies and increase slope
- SCSMP #6 - Hilcrest Ave - Replace ~4,250LF of sewer main due to root intrusion

The initial year of funding, \$1.8M would allow for engineering, permitting and environmental. It is anticipated that construction would be funded in a subsequent year. At this time construction costs are estimated at ~\$7M.

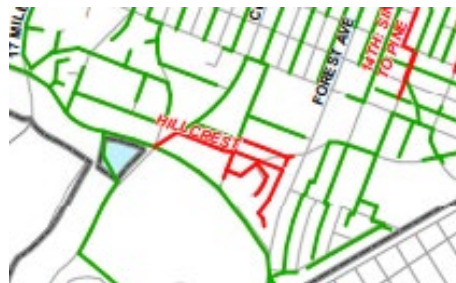
Following approval of the FY23/24 Budget, City Staff plans to swiftly return to Council to request authorization of a sole source agreement with Wallace Group for engineering services. Their specialized knowledge of the City's sewer collection system, working with the Pebble Beach Company and in the Pebble Beach Community, will be essential in efficiently and prudently engineering and coordinating these vital improvements. This action is consistent with the City's purchasing policy and Municipal Code, and will return to Council for further discussion early in FY23/24.

FISCAL IMPACT

FUNDING SOURCE(S): 76-612-6051

FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	TOTAL PROJECT COST
\$1,800,000	\$7,000,000	-	-	-	\$8,800,000

PHOTOS



Red indicates project locations.



FY 23/24 CAPITAL IMPROVEMENT PLAN

Library Backup Power Project

Fund	Non-General Fund Project
	Fund 46, Strong Disbursement Fund
	Fund 92, Mcindoo Donation Fund
Funding Source	46-461-6021, 92-519-6021
Project Code	CIP24-05
Council Strategic Goal	Infrastructure/ Environmental Stewardship

PROJECT DESCRIPTION

This project will allow the City to explore and install a backup power source for the Pacific Grove Public Library. Currently, the Library does not have a power backup to run essential community services when the power goes down.

As an element of this project, the City will explore more renewable and green options to the standard diesel generator. This project will also require new wiring be installed from the interior of the building to the backup power source.

FUNDING NOTES

The Friends of the Pacific Grove Public Library and the Pacific Grove Library Foundation have expressed interest in donating the funds for the purchase of the back-up power source, with the design and construction costs being covered by the City.

FISCAL IMPACT

FUNDING SOURCE(S): 46-461-6021, 92-519-6021

FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	TOTAL
Fund 46 – Strong Disbursement Fund	\$44,849	-	-	-	\$44,849
Fund 92- Mcindoo Donation Fund	\$20,173	-	-	-	\$20,173
TOTAL	\$65,022	-	-	-	\$65,022

PHOTOS



FY23/24 Unfunded Project List

Reference #	Project Name	Project Description	Project Justification	FY 23/24 Project Cost Please provide the proposed budget for the project.	Is this a multi-year project?	Multi-Year Project Additional Information	Board, Commission, Committee Submissions?	Goal Alignment
1	Police Station Lobby & Office Improvements	Improve the layout of the police station lobby to better serve our community. As well as reorganizing staff work spaces to both improve service and encourage good employee ergonomics. Building improvements include creating a public information center, improving front counter access, purchasing and rearranging staff work spaces, installing new flooring, electrical, lighting, and new paint.	To both improve service to our community and align with employee safety best practices.	\$35,000	No			Infrastructure; Environmental Stewardship
2	City Yard Police Garage Renovation	Improve garage security, including physical building improvements, installing new security cameras, alarm system and key access. In addition, improve safety and access to the loft area for property storage.	In order to ensure compliance with CALEA standards, as well as general best practices, improving security and access of the police garage is crucial. There is a need to securely store larger property items, such as bicycles, vehicles and other items not easily stored at the police station.	\$35,000	No			Infrastructure
3	Police Station Parking - Exterior Fence	Install exterior fence for parking lot located behind the police station. Include access control system for gated access. Ensure City staff pedestrian access to City Hall.	It will ensure additional security of City police vehicles.	\$200,000	No			Infrastructure
4	Monarch Sanctuary Fence Replacement Project	Replacement of all existing fencing along the entire pathway within the Monarch Sanctuary. The current fencing is rope/cable/post fencing and would be upgraded to split rail fencing.	The existing fencing is not stable (i.e. posts fall over and rope/cable sags). As such, it does not provide an adequate barrier between the public pathway and the freed sanctuary. The new split rail fencing will be more stable, will provide the desired barrier, and will enhance public safety.	\$75,000	No		BNRC	Infrastructure
5	Tree Well Improvement Project	Improvement of existing tree wells for trees planted along the sidewalks in the City's commercial district. This improvement project would consist of (i) increasing the size of existing "street tree" wells and then (ii) filling them with Rubberway material to be flush with the sidewalks and otherwise in compliance with the ADA and local code. The estimated cost of this Project is \$41,600 (32 tree wells at \$1,300 per tree well). Suggested locations are: Fountain, Grand and Forest avenues between Lighthouse and Laurel.	This Project furthers several City Goals, primarily in the categories of environmental stewardship and infrastructure maintenance. This Project would: (i) reduce stormwater runoff, (ii) improve street tree health through the increase of water to the tree roots, (iii) increase retention of rainwater in the soil to replenish the natural watershed, and (iv) and reduce sidewalk cracking/uplifting, thus reducing the need for sidewalk repairs. In addition, the public safety is promoted by eliminating tripping hazards from the cracked/heaved concrete.	\$41,600	No		BNRC	Infrastructure; Environmental Stewardship
6	George Washington Park ("GWP") Enhancement Project	This GWP Enhancement Project would include (i) the purchase, planting and Maintenance of 80 Monterey Pine Trees and 100 plants native to GWP, (ii) the fabrication and erection of a new GWP entrance sign and informational/interpretive signage within the park, (iii) replenishment of wood chips on the trails within GWP (and barriers erected around fallen trees) and (iv) the transplanting of Poison Oak from trails to protected areas to encourage trail usage (Point Lobos design).	GWP is showing signs of Monterey Pine and Monarch Butterfly habitat recovery in small sections due to the many years of volunteer and Public Works attention. Collaborative scaling efforts between volunteers, the City of Pacific Grove staff and Landscaping consultants are needed at this point to assist the restoration and rehabilitation of multiple endangered species within GWP. Purchasing of Monterey Pine Trees and native plants, planting (with wire baskets), maintenance, along with posts, protective fencing encourage continued restoration. A new wood sign at the entrance of the Park at Sinex and Alder will upgrade park appearance and informational signage along the trails will enhance public awareness of the many plant and animal species that thrive in (and depend upon) this diverse urban forest.	\$50,000	No		BNRC	Infrastructure; Environmental Stewardship
7	Add and/or replace sidewalks within the business districts, along Pine, and along other safe routes to school.	Certain areas within Pacific Grove have no sidewalks or sidewalks in disrepair, which is a safety concern brought by citizens to the Traffic Safety Commission. A lack of sidewalks or hazardous sidewalks have negative implications for all residents. Those greatly impacted are individuals with limited mobility, families with strollers, and individuals on scooters, roller skates, or skateboards. These improvements should take into account Complete Streets best practices.	Improve pedestrian safety and increase ability to navigate freely throughout Pacific Grove.	\$50,000	Yes		Traffic Safety Commission	Infrastructure
8	Increase improvements of roads, remove potholes, and add bike lanes.	There are many streets where lack of maintenance is causing safety issues and further road deterioration. These improvements should take into account Complete Streets best practices.	Improve safety, add bike lanes, and improve PCI.	This is a Council Decision on how much to propose for the budget	Yes	This is a Council Decision on how much to propose for the budget and depends on scope.	Traffic Safety Commission	Infrastructure
9	Sunset Drive pedestrian path at Asilomar Beach	Requesting to widen an existing path along the shoulder of Sunset Drive from Asilomar Beach, up the hill, to the boardwalk trailhead to provide a safer route for pedestrians and reduce conflicts with cyclists and drivers.	Improves pedestrian and cyclist safety.	\$250,000	No		Traffic Safety Commission	Infrastructure
10	Downtown Lighthouse Pedestrian Promenade Study	Explore multiple options to create a downtown space limited to only pedestrians and cyclists along Lighthouse Avenue in order to improve downtown safety and increase downtown business vibrancy. It should also include funds for a rigorous public outreach campaign.	Improves safety, walkability, bikeability, and downtown vibrancy.	\$200,000	Yes	Unsure of total project cost it depends on the scope of the project after the initial study is conducted. Initial study estimated at about \$200k.	Traffic Safety Commission	Infrastructure
11	Pine Avenue Reconfiguration Study	Explore multiple options to reconfigure Pine Avenue following Complete Streets best practices that enable Safe Routes to School, expand the native habitat for the Pacific Monarch, and create a bicycle promenade, while still allowing for some parking on Pine Avenue for residents. It should also include funds for a rigorous public outreach campaign.	Improves safety, walkability, bikeability, and adds to green spaces within Pacific Grove for Pacific Monarch natural habitat.	\$150,000	Yes	Depends on the scope of the project as determined by the initial study. The initial study is estimated to be \$150k.	Traffic Safety Commission	Infrastructure

FY23/24 Unfunded Project List

12	Bike parking at Asilomar Beach	Request to add a significant amount of bike parking (U-racks) at Asilomar Beach. This could potentially mean removing car parking spaces to add bike corrals at Asilomar Beach for the large number of Pacific Grove residents and visitors that enjoy recreational cycling. This should take into account Complete Streets best practices.	Reduces car traffic and improves safety and public health.	\$15,000	No		Traffic Safety Commission	Infrastructure
13	HVAC Deep Cleaning/HEPA Filtration System	To have the HVAC system professionally deep cleaned and possibly have a HEPA filtration added to the system.	Deep cleaning the HVAC system would allow for safer air circulation throughout the building. By adding the HEPA filtration system, it would assist in keeping mold and diesel exhaust from circulating throughout the station.	\$5,000	No			Infrastructure
14	New Electrical Panel and Connections At Main and Sub-panel at Fire Station	Replacing the electrical panel and connections at the Fire Station due to water damage from a leak.	By replacing the electrical panel and its connections, it will assist in preventing any potential electrical fires and future damages.	\$5,000	No			Infrastructure
15	Carpet Replacement at the Fire Station	Removing the existing carpet throughout the station, repairing any subfloor damage from previous roof leaks and installing new carpet/flooring.	The existing carpet is worn causing the subfloor to be exposed and damaged from previous roof leaks.	\$8,000	No			Infrastructure
16	Kitchen Cabinet Replacement at the Fire Station	Cabinets were built in the 1970's and need major repair or replacing.	With the cabinets and drawers being 50 years old they are having to be repaired constantly so they do not fall off causing safety issues.	\$15,000 to refurbish, or \$50,000 for replacement	Yes	The project can be split in half, one side of the cabinets can be replaced on year and the other side the following year.		Infrastructure
17	Dormitory Window Replacement at the Fire Station	Replacing existing single pane windows with double pane windows at the Fire Station.	By replacing the windows with double pane windows, the City would be more environmentally friendly by cutting down the use of natural gas heater.	\$70,000	No			Infrastructure
18	Bicycle Network Plan	Develop a plan for a city-wide bicycle network, with bike lanes, boulevards, and storage infrastructure.	Pacific Grove needs to be more bicycle-friendly to reduce carbon emissions and to provide alternative modes of transportation throughout the City.	\$100,000	Yes	Total project cost unknown. FY23/24 - \$100,000 for plan development. Cost in subsequent fiscal years would be determined by the implementation of an approved plan.	Planning Commission	Infrastructure
19	Increased level of maintenance at City Parks	Improve maintenance in City parks, including completion of deferred projects. This project would increase the amount PW has budgeted by \$100,000.	City parks need to be maintained for the enjoyment of residents and visitors. Deferred projects and lack of adequate maintenance decreases the usability and enjoyment of park areas.	\$100,000	No		Planning Commission	Infrastructure
20	Replace or repair sidewalks.	Replace or repair sidewalks in the City, especially in the downtown area.	Well-maintained sidewalks improve the walkability of the City and decrease accident liability.	\$250,000	No		Planning Commission	Infrastructure
21	City Infrastructure Plan	Develop a plan to update the City's infrastructure, including sidewalks and bike lanes in order to promote traffic safety and accessibility issues. Integrate plans with TAMC and other peninsula cities.	The City needs a comprehensive and integrated infrastructure management plan to ensure maintenance and repair of City assets occurs at a frequency that allows efficient and effective stewardship of City resources.	\$200,000	No		Planning Commission	Infrastructure
22	Mural Restoration	Improve and restore the large mural (aka Lover's Point Mural) showing the history of Pacific Grove on the City's recreation trail.	This mural expresses the rich and diverse history of Pacific Grove for the enjoyment of residents and visitors.	\$50,000	No		Planning Commission	
23	Cultural Resources Monitoring Protocol	Complete a draft document and submit/bring forward for Planning Commission and City Council consideration and adoption.	Protection of cultural and historic resources and treatment of resources with appropriate respect and dignity.	\$10,000	No		Planning Commission	
24	Painting of crosswalks and parking spaces.	Paint crosswalks and parking spaces on City streets.	Improved pedestrian and vehicle safety.	\$50,000	No		Planning Commission	Infrastructure
25	Accessible Public Access	Provide safe, accessible and ADA-compliant public access on the shoreline, through walkways and viewing platforms. This effort should involve a climate adaptation plan with longitudinal measures and life span expectation in order to address climate change.	Accessible public access ensures all residents and visitors may enjoy the beautiful shoreline of Pacific Grove.	\$100,000	Yes	Total Project Cost \$250,000. FY23/24 \$100,000 for plan development. FY24/25 \$150,000 for implementation/construction.	Planning Commission	Infrastructure
26	Parks and Open Space Plan	The Parks and Open Space Plan (POSP) will examine existing parks, recreational facilities and open space throughout Pacific Grove in comparison to community needs, access and potential for development of new or shared recreational facilities. The city's General Plan specifies many goals and policies for the ongoing review of the community's park, recreation and open space, most of which appear to be out of date. Section 5.2 of the General Plan outlines various policies related to the ongoing review and evaluation of park facilities and recreation needs that are included in this project. There are also possibilities to share resources and facilities with other organizations and agencies in the community to help achieve recreational goals and services. The Recreation Board has expressed a need for such a study to provide a mechanism for community input regarding related public facilities including play courts, athletic fields, dog park, fitness course, bicycle pump track, etc. The value of such a plan is to globally evaluate recreational facilities and program opportunities to determine the best means possible for identifying public needs and addressing deficiencies. The POSP will also make recommendations for achieving goals as they relate to the General Plan and for developing a long-term approach to maximizing park, recreation and open space opportunities for residents and visitors to the community.	The Parks and Open Space Plan is essential for solidifying a comprehensive plan for addressing current and future park, recreation and open space issues in Pacific Grove.	\$35,000	No		Recreation Board	Infrastructure; Recreation

FY23/24 Unfunded Project List

27	George Washington Park Master Plan Review and Design	The south zone (with the baseball field, bathroom, picnic area, and playground) of George Washington Park (GWP) is much in need of an evaluation of its master plan and redesign of park features to bring the park up to current codes such as ADA and U.S.Consumer Product Safety Commission (CPSC) Guidelines and to improve user experiences at the park. The project would look at the amenities of existing facilities including the ball field, large BBQ area, children's play area, picnic grove, park circulation, etc. and border treatment of the natural area to the north. The work includes landscape architect led public meetings to obtain input from residents on how best to improve conditions and facilities at the park, conceptual drawing(s), cost estimates and timetable for introducing phased improvements at GWP.	The park is one of the heaviest use public parks in the system and many of its infrastructural components need updating; there currently exist code compliance issues. The project will address safety and environmental issues at the park including pathway improvements to better accommodate ballfield use, park maintenance servicing and pedestrian and bicycle usage, water conservation and forestry management recommendations. Funding the project at this time will result in a plan that can be used for developing future related capital projects for phased improvements at GWP, portions of which may be eligible for grant funding.	\$28,000	No		Recreation Board	Infrastructure; Recreation
28	George Washington Park Stormwater Runoff Improvements	The George Washington Park Storm Water Runoff Drainage Project will address site drainage issues originating at the east side of the park at Alder Street and Gibson Avenue to the west side of the park at 17 Mile Drive and Melrose Avenue. At present, there is virtually no drainage at the park and storm water runoff flows from the east side of the park to the lower portion on the west side out onto the intersection of 17 Mile Drive and Melrose Avenue. This causes erosion of the ball field's infield around the north side of the ball field. It also causes the outfield to remain soggy into the spring. The project will engineer, design and construct approximately 540 LF of storm collection system including pervious pathway to prevent erosion and runoff of pathway materials into the surrounding neighborhood. The project will improve the overall safety of the park in addition to constructing an ADA compliant pathway that will shed storm water to a collection location where it can be properly collected and disposed of to the storm system.	The GWP Storm Water Runoff Drainage Project will reduce the potential for erosion and silt going into the ocean, as well as flooding in nearby neighborhoods and improve safety thoroughfare at the park for pedestrians.	\$195,000	No		Recreation Board	Infrastructure
29	Athletic Facilities Repairs and Improvements	Provide for repairs, improvements, equipment and enhanced access to sports facilities and athletic fields around the community. This would include funding for soccer, basketball, baseball, tennis court, volleyball, and other sports. The specific improvements would be based on community input but could include tennis court crack repair, deer fencing at GWP, purchase of soccer goals, installation of water fountains at fields and courts, etc. Increased access could also entail funding to provide improvements and/or more hours to use PGUSD facilities such as courts, pool, and fields.	Athletic facilities provide our citizens with the opportunity to enjoy recreational activities that support healthy lifestyles. Quality facilities encourage citizens to engage in fitness and show that the city supports the health of the community. COVID-19 kept people indoors and allowed some of the city facilities to fall into disrepair. All ages can benefit from this investment but our youth are particularly in need of facilities to provide alternatives to being on screens. There is also currently a lack of city facilities for basketball, soccer, and other field sports. These shortages could be mitigated by investment in city property or partnerships with PGUSD.	\$75,000	No		Recreation Board	Infrastructure; Recreation
30	Street repairs, sidewalks on David Ave and Patterson, Del Monte Park Area	repair streets and sidewalks bike lanes through out town	obviously if not all can be funded unless, council dads more to cip budget	\$1,000,000	Yes	1 million, 50k to engineering ;from worst streets to gutters, 750k construction 23-25		Infrastructure
31	Repair Rocky Shores Coastal Trail	Replace boardwalk that was washed away in storm with a trail at a higher elevation.	Repair of existing recreational trail	\$200,000	No			Infrastructure
32	Plant Public Trees	Plant trees on public property	Climate action and beautification	\$150/tree plus ongoing watering for 2 years	No			Environmental Stewardship
33	David Avenue Sidewalk	This multi-year project would entail engineering, design and construction of an ADA compliant sidewalk on David Avenue between Patterson Lane and Montecito Ave. The project will require retaining walls, rolled curb/stormwater improvements, and possible removal of vegetation.	Safe routes to school for Del Monte Park neighborhood	\$1,000,000	Yes	TBD		Infrastructure
34	Urban Canopy Improvement Project	The CEQA mitigation of the 2012 revision of the city tree ordinance called for the city to plant hundreds of trees per year, but this aggressive planting has not happened. To help address the growing tree deficit, we propose strategic planting at least 40 trees; primarily native upper canopy and/or monarch butterfly habitat trees. In addition, we request a part-time position in Public Works established for the purpose of planting and watering the newly planted trees for a minimum of two years.	Urban trees are an important resource and provide many benefits to Pacific Grove. Besides being aesthetically pleasing and providing health benefits to residents and attracting tourists, trees improve air quality, reduce atmospheric carbon dioxide (CO2), reduce impacts of storm water runoff and soil erosion, provide important wildlife habitat, and are important modifiers of climate change. In September 2012 the city of Pacific Grove established a 25-year city-wide target of achieving a total canopy cover of 33%. According to the 2015 Urban Tree Canopy Assessment, the city of Pacific Grove had 28.6% of existing canopy with a canopy potential of 57%. The city committed to massive planting when the city council adopted revisions to the tree ordinance in 2012, but such planting has never begun and the urban tree deficit in Pacific Grove continues to increase, particularly in light of recent storms. This project meets the city council goals for environmental stewardship and Climate Action and Adaptation. It also addresses the economic development goals of beautifying the downtown area to make it more inviting for visitors to attract more patrons to our Downtown/Business District dining and retail establishments.	\$80,000	Yes	\$20,000 to purchase and plant in year 1, \$30,000/yr in year 1 and year 2 for a part time Public Works position dedicated to planting and watering trees for the total cost of funds requested of \$80,000.		Environmental Stewardship
35	Downtown/Business District Tree Improvement Project	The CEQA mitigation of the 2012 revision of the city tree ordinance called for the city to plant hundreds of trees per year, but this aggressive planting has not happened. To help address the growing tree deficit and to help beautify the downtown/business district, we propose strategic planting at least 20 native evergreen and/or leafy green trees in sidewalk areas, as well as 3-5 upper canopy (e.g., cypress) trees to provide additional habitat trees in the center divide on Lighthouse Ave. This project would also include native plants and flowers in the tree wells to enhance the beauty and protect the soil. To support the health and vitality of the new trees, we request a part-time position in Public Works established for the purpose of planting and watering the newly planted trees for a minimum of two years.	Urban trees are an important resource and provide many benefits to Pacific Grove. Besides being aesthetically pleasing and providing health benefits to residents and attracting tourists, trees improve air quality, reduce atmospheric carbon dioxide (CO2), reduce impacts of storm water runoff and soil erosion, provide important wildlife habitat, and are important modifiers of climate change. In September 2012 the city of Pacific Grove established a 25-year city-wide target of achieving a total canopy cover of 33%. According to the 2015 Urban Tree Canopy Assessment, the city of Pacific Grove had 28.6% of existing canopy with a canopy potential of 57%. The city committed to massive planting when the city council adopted revisions to the tree ordinance in 2012, but such planting has never begun and the urban tree deficit in Pacific Grove continues to increase, particularly in light of recent storms. This project meets the city council goals for environmental stewardship and Climate Action and Adaptation. It also addresses the economic development goals of beautifying the downtown area to make it more inviting for visitors to attract more patrons to our Downtown/Business District dining and retail establishments.	\$70,000	Yes	We are requesting \$10,000 to purchase and plant trees the first year and \$30,000/yr for year 1 and 2 for a part time Public Works position dedicated to planting and watering trees. The costs of maintenance would be reduced if funded in conjunction with other tree-planting projects.		Environmental Stewardship

FY23/24 Unfunded Project List

36	Muni Ballpark turf	installation of sports field turf to replace existing grass and dirt playing surfaces.	Municipal Field has been a part of the Pacific Grove landscape since the early 1930s. The ballpark was constructed with a combination of private funds and New Deal relief labor during the height of the great depression. It has served the recreation needs of the community for a considerable time and continues this tradition today. Municipal Field has served thousands of youth baseball and softball participants throughout its history and this year alone will serve PG High School Softball and over 500 youth participants in PONY Baseball. This park serves the community. With the changes in fiscal responsibility and escalating costs to maintain this field it is the vision to bring the playing surface of the park in line with today's playing surface innovations. The improved field will see a drastic reduction in maintenance costs and environmental concerns for the city. These costs will include an immediate stop to weekly grass upkeep and the field will be ready for sports usage immediately. PONY baseball has numerous volunteers that must prepare the field prior to its use before and after each sports contest. The series of weather events at the start of 2023 has made the field virtually unplayable and has forced the local sports teams to either cancel contests or move to facilities in adjoining communities. The biggest attribute to field renovation is the complete stoppage of any water usage to the field surface. With the improvements the field could be utilized by additional youth sports programs such as soccer, lacrosse, and flag football programs. The field could also turn into a major destination for youth softball and baseball tournaments throughout Central California while generating significant rental revenue for the city. This in turn could yield carryover revenue for the various hotels and restaurants in Pacific Grove. This renovation will not change the footprint of the field in any manner nor infringe on any environmental concerns. Initial estimated costs for the renovation are projected at 600k to 700K for a field the size of municipal field. The renovation has the full support of PONY Baseball and its non-profit fundraising initiatives. It is the intent of PONY Baseball to raise over 300k of the total funds needed to renovate the park for current and future generations. It is the intent to partner with local contractors who have an interest in seeing Muni Field preserved thus further reducing the overall cost.	\$700,000	No			Infrastructure; Recreation
37	Japanese Tea House Along Coastline	This project would allow for the construction of a gazebo style Japanese Tea House on City Property along the coastline. This project was submitted as an art project, via the City's Art Form to the BNRC. The BNRC recommended inclusion on the CIP.		\$175,000	No	No		Infrastructure
38	PG Museum of Natural History Carpet Replacement	Replace the carpets in the second floor of the Pacific Grove Museum of Natural History spaces. The carpets are old, deteriorated and are in need of replacement.		\$50,000	No		Museum Board	Infrastructure
39	Additional Funding for Point Pinos Lighthouse Roof Repair	The Museum Board Requested an item be added to the CIP to provide additional funding to the FY22/23 CIP project to replace the Point Pinos Lighthouse Roof. Project development by the Heritage Society is still underway for the appropriate material type.		TBD	No		Museum Board	Infrastructure
40	Bus Stop Sidewalk, Curb and ADA ramp improvements	This project would allow for sidewalk, curb and ada ramp improvements associated with future bus stops. It is anticipated that there will be 5-7 new bus stop locations; specific locations TBD.		\$75,000	Yes			Infrastructure
41	Downtown Bulbout Improvements	This project would allow increased safety improvements downtown via construction of bulbouts and center median parking restriping.		\$250,000	Yes			Infrastructure
42	Stormwater Master Plan	This project would allow for the development of a stormwater master plan. The master plan would provide the City with direction on upgrades and stormwater assert management needs. This would also be the starting point for the proposition 218 process to develop a dedicated stormwater fund. There is currently no dedicated stormwater funding for stormwater projects; this often results in stormwater infrastructure repairs being deferred due to insufficient funding.		\$400,000				Infrastructure; Environmental Stewardship
43	City Asset Management Assessment & Plan	All city owned buildings an asset schedule of required repairs, upgrades and replaces (interior and exterior) City Hall, PW Yard, PD, Fire, Library, Youth Center, Museum, Golf Course Club House and Maintenance Facility, Point Pinos Grill, Beach House, Lovers Point Grill, Cave, Community Center, and Poets Perch		\$350,000				Infrastructure; Environmental Stewardship
44	City Fleet Plan	New software program, develop program		\$75,000				Infrastructure; Environmental Stewardship

RESOLUTION NO. 22-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

FINDINGS

1. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and
2. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
3. The City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
4. The City, will receive an estimated \$372,339 in RMRA funding in Fiscal Year 2023-24 from SB 1; and
5. This is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
6. The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and
7. The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and
8. The funding from SB 1 will help the City maintain and rehabilitate five (5) road segments throughout the City this year and similar projects into the future; and
9. The 2021 California Statewide Local Streets and Roads Needs Assessment found that Monterey County streets and roads, which includes the City of Pacific Grove, are in an "at risk" condition and this revenue will help us increase the overall quality of our road

system and over the next decade will bring our streets and roads into a “Good” condition; and

10. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023/24 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY23/24 Road Rehabilitation Project

Project Description: Rehabilitation of approximately 68,400 SF of roadway

Project Location:

1. Locust St, Sinex to Junipero
2. Willow St, Sinex to Junipero
3. Wood St, Sinex to Junipero
4. Grand Ave, Sinex to Junipero
5. Pearl St, 8th St to Monterey Ave

Estimated Project Schedule: August 2023– June 30, 2024

Estimated Project Useful Life: 15-20 years

3. The FY23/24 SB1 Project List is hereby approved as attached to this Resolution, which by this reference are incorporated as set forth in its entirety.
4. This Resolution shall become effective immediately following passage and adoption thereof.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:
DATED:_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney

EXHIBIT A

Pacific Grove Public Works



FY 2023/24

Senate Bill 1 Project List

FY23/24 Street Rehabilitation Project

California Transportation Commission

General Information:

City/County Name: City of Pacific Grove, Monterey County

Project Lead and Department Contact Information:

Pacific Grove Public Works Department
2100 Sunset Dr. Pacific Grove, CA 93950
Joyce Halabi, Deputy Public Works Director (831) 648-5722

Legislative District(s): California's 20th congressional district

Jurisdiction's Average Network PCI: 60

Year/date of measurement: 2023

Estimated FY 23/24 Funding: \$ 372,339

Supplementary Information:

Project Description: FY23/24 Road Rehabilitation

The Road Repair and Accountability Act of 2017 aims to address the significant multi-modal transportation funding shortfalls statewide and ensure basic road maintenance, rehabilitation and critical safety needs on local streets/road systems are addressed.

The City of Pacific Grove will use the FY23/24 allocation, in its entirety, to perform street rehabilitation on the following five (5) segments of roadway:

1. Locust St, Sinex to Junipero (PCI 3)
2. Willow St, Sinex to Junipero (PCI 7)
3. Wood St, Sinex to Junipero (PCI 19)
4. Grand Ave, Sinex to Junipero (PCI 10)
5. Pearl St, 8th St to Monterey Ave (PCI 0)

In total the project will include rehabilitation of approximately 68,400 SF of roadway and improve access and storm water runoff collection.

How was the project identified as a priority?

The proposed segments were selected based on the City's Pavement Management Program (PMP), public works maintenance logs, and existing pavement conditions. The selected road segments are characterized by aged and raveled pavements, cracks,

FY 23/24 SB1 Project List

lack of aesthetic appeal, prevalence of potholes, significant utility and trench line patches.

The above noted segments of roadway are all in a “failed” status with Pavement Condition Index (PCI) ratings ranging from 0 –19, as noted above. None of these road segment has ever received a formal rehabilitation treatment since construction. All these road segments show numerous patches and trenches that traverse the roadway because of utility repairs, pothole patches, sewer lateral line repairs, storm drain and sewer spot repairs. Due to age and utility trench repairs which has allowed water beneath the surface of the roadway, these segments have deteriorated to failed status. These roadways are in dire need of repair.

Coordination for Underground Infrastructure Repairs

In addition to the “poor” or “failing” condition, all five (5) segments of roadway are ideal for repair because the underground infrastructure will be repaired. The City has also included a Sewer Enterprise Fund allocation to the project to allow for videoing of the lines and to make any needed repairs. These underground infrastructure repairs will help prolong the road’s surface life by diminishing the likelihood of repair patches that allow water intrusion and accelerate deterioration/degradation.

Project Benefits

This project will produce long term benefits for residents of the City of Pacific Grove, as well as adjacent jurisdictions, by enhancing a sustainable transportation network that promotes mobility, improves quality of life, and generates vast improvements in public safety.

Project Location:

The segments of roadway proposed for Street Rehabilitation are noted below.

ID #	STREET NAME	LIMITS OF WORK	SQUARE FOOTAGE	TREATMENT
1	Locust Street	Sinex Ave to Junipero Ave	~14,400	Pavement Reconstruction
2	Willow Street	Sinex Ave to Junipero Ave	~14,400	Pavement Reconstruction
3	Wood Street	Sinex Ave to Junipero Ave	~24,000	Pavement

FY 23/24 SB1 Project List

				Reconstruction
4	Grand Avenue	Sinex Ave to Junipero Ave	~6,000	Pavement Reconstruction
5	Pearl Avenue	8 th St to Monterey Ave	~9,600	Pavement Reconstruction

FUNDING

Amount of RMRA funds expended on the project and the total project cost.

The City plans to use the entire SB1 FY23/24 allocation of \$372,339 towards the Street Rehabilitation on the five noted segments of roadway. The total cost of this project is estimated at \$1,641,137.

Amount and type of other funds expended on the project

The City of Pacific Grove also plans to harness Measure X, a local sales tax measure, and General Fund funding, as noted below, to complete the road rehabilitation. The City will also harness the Sewer Enterprise Fund to complete sewer infrastructure repairs prior to road rehabilitation.

Funding Source	Amount
SB1	\$505,049*
City of Pacific Grove General Fund	\$300,000
Measure X	\$536,088
Sewer Fund	\$300,000
Total	\$1,641,137

**Please note the SB1 allocation includes the anticipated FY23/24 project allocation and project savings from previous fiscal years.*

Completion Date:

The City will complete this project by 06/30/2024.

Estimated Useful Life:

The average performance life of the project would be 15 to 20 years.



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: May 03, 2023
SUBJECT: Recreation Department Update and Increased Programming Plan
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive report and provide direction.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Pacific Grove Recreation Department serves community members and visitors of all ages. We strive to provide the highest quality community services, youth and adult activities, and access to parks and facilities. The Recreation Department also reviews, processes and conducts administrative duties and billing for all events on Pacific Grove’s Special Event Calendar. Pacific Grove boasts 28 parks, ranging from the beach sands of Lovers Point Park to the forest of Monterey Pines. Park and facilities reservations are available for parties, events, weddings, picnics, BBQs, sports practices/games and more.

This report intends to provide the City Council with:

1. An overview of the current Recreation Department program offerings and staffing levels, and
2. A plan for expansion of programming and needed staffing levels to accommodate this programming.

CURRENT PROGRAM OFFERINGS:

The Recreation Department offers 9 programs, run by in-house staff, and 8 contract programs that serve community members and visitors from ages 6 months and up. For the calendar year 2022 (January 1-December 31, 2022) we offered 233 separate classes, through the 17 offered programs, and served 1840 participants. Below is an overview of each of the program offerings.

Preschool Program

- *Offered:* Year-round, August – May
- *Program Schedule:* 2 Day, 3 Day & 5 Day options from 9 AM – 12 PM

- *Program Age Range:* 3-5
- *Program Capacity:* 16-20 participants, expanding to 20-25 for Fall 2023
- *Brief Description:* Located at the Community Center, the Pacific Grove Preschool Program offers academic, social, emotional, and physical needs through a play-based curriculum and supportive learning environment.
- *Type:* In-House

School Break Camps

- *Offered:* School breaks in conjunction with PGUSD (October, December/January, February & April)
- *Program Schedule:* Monday – Friday, corresponding with school breaks
- *Program Age Range:* 5-12
- *Program Capacity:* 20-25
- *Brief Description:* Pacific Grove’s most popular camps. Campers take daily walking field trips to local parks and other local attractions. Daily activities include seasonally themed recreational games, sports, arts & crafts, music and more.
- *Type:* In-House

Kids Night Out Events

- *Offered:* Single evening events offered periodically throughout the year
- *Program Schedule:* Typically, 3 hours in the evening
- *Program Capacity:* 20 participants
- *Program Age Range:* 3-12
- *Brief Description:* Offers an evening of fun and games, arts and crafts, music, dancing and more
- *Type:* In-House

Summer Adventure Camp

- *Offered:* June – July, Monday – Friday
- *Program Schedule:* 8 AM – 4 PM
- *Program Age Range:* 5-12
- *Program Capacity:* 30 participants
- *Brief Description:* Summer adventure camp is designed for campers 5-12 years of age and offer participants exciting camp activities and daily field trips. Campers take daily walking field trips to local parks and other local attractions. Daily activities include recreational games, sports, arts & crafts, music and more.
- *Type:* In-House

Preschool Adventure Camp

- *Offered:* June – July: Monday – Friday
- *Program Schedule:* 9 am – 12pm
- *Program Age Range:* 3-5
- *Program Capacity:* 16 participants
- *Brief Description:* Summer Adventure Camp for tots is designed for our little adventures and provides a gentle introduction to the summer camp experience. The camp develops the children through games, songs, stories, crafts, science activities, outdoor play and much more.
- *Type:* In-House

Swim Lessons

- *Offered:* June - July
- *Program Schedule:* Monday - Friday

- *Program Age Range:* 6 months – 9 years
- *Program Capacity:* 12 participants per class
- *Brief Description:* provides young children with positive introduction to the water
- *Type:* In-House

Recreation Swim

- *Offered:* June – July
- *Program Schedule:* Afternoons on the weekdays and weekends
- *Program Age Range:* Open to all kids
- *Program Capacity:* Until pool capacity is reached
- *Brief Description:* drop-in pool play
- *Type:* In-House

After-School Program at the Youth Center (starting May 2023)

- *Offered:* Daily
- *Program Schedule:* After school during the week and afternoons on the weekends.
- *Program Age Range:* Middle School Kids
- *Program Capacity:* TBD, depending on program response (it is anticipated that all participants will be accommodated)
- *Brief Description:* Offers the youth center to be open for middle school kids. Kids can play games, work on homework, and socialize
- *Type:* In-House

PGUSD Expanded Learning Opportunities Program (Summer Adventure Camp Model to be used) - In CONJUNCTION WITH PGUSD DISTRICT OFFICE

- *Offered:* June – July / Monday – Friday
- *Program Schedule:* 8 AM – 5 PM
- *Program Age Range:* 5-12
- *Program Capacity:* 30 participants
- *Brief Description:* Summer adventure camp is designed for campers 5-12 years of age and offer participants an exciting camp activities and daily field trips. Campers take daily walking field trips to local parks and other local attractions. Daily activities include themed recreational games, sports, arts & crafts, music and more.
- *Type:* In-House

Afro Latin Jazz Dance

- *Offered:* Year-round
- *Program Schedule:* Monday- Friday
- *Program Age Range:* 10-19 depending on class
- *Program Capacity:* 20 participants per class with 5 different levels offered
- *Brief Description:* Offers a blend of Jazz, Afro-Caribbean, and Ballet techniques
- *Type:* Contract Program*

Jazzercise

- *Offered:* Year-round
- *Program Schedule:* Monday, Wednesday, Friday and Saturday
- *Program Age Range:* 18 and up
- *Program Capacity:* Unlimited participants
- *Brief Description:* classes incorporate dance cardio with strength training to sculpt and tone your muscles

- *Type:* Contract Program*

Ballet & Tap

- *Offered:* Year-round
- *Program Schedule:* Tuesdays and week-long summer camps
- *Program Age Range:* Preschool, beginner, youth ages 3-12
- *Program Capacity:* participants 12 per session
- *Brief Description:* Preschool ballet and tap is introductory, beginning ballet and tap is for dancers with increased coordination and to learn the basics, and youth ballet and tap provides a strong foundation.
- *Type:* Contract Program*

Tai Chi

- *Offered:* Year-round
- *Program Schedule:* Wednesdays
- *Program Age Range:* 18 and up
- *Program Capacity:* 15 participants
- *Brief Description:* Class teaches 24 Form Yang Style Tai Chi
- *Type:* Contract Program*

Chess academy

- *Offered:* Year-round
- *Program Schedule:* Offered in 3-month sessions, summer camps, tournaments
- *Program Age Range:* Kindergarten-5th Grade
- *Program Capacity:* 16 participants
- *Brief Description:* Learn chess and how to think strategically, cultivate champion psychology, and how to stay focus, why meeting new friends.
- *Type:* Contract Program*

Adult yoga

- *Offered:* Year-round
- *Program Schedule:* Once a week annually
- *Program Age Range:* 18 and up
- *Program Capacity:* 12 participants
- *Brief Description:* Yoga for adults. Includes breath awareness, movement, alignment, technique mindfulness and relaxation.
- *Type:* Contract Program*

Youth yoga

- *Offered:* Year-round
- *Program Schedule:* once a week annually
- *Program Age Range:* 4-7
- *Program Capacity:* 12 participants
- *Brief Description:* Yoga for kids. The class weaves together yoga with song, games, breathing and relaxation.
- *Type:* Contract Program*

Play-Well TEKnologies LEGO® Camps

- *Offered:* Summer

- *Program Schedule:* Week-long camps, 9 am-12 pm & 1 pm-4 pm
- *Program Age Range:* 5-12
- *Program Capacity:* 16 participants
- *Brief Description:* Yoga for kids: Using LEGO® parts and guided by trained staff youth build elaborate objects, structures and vehicles, they explore fundamental principles of engineering and physics.
- *Type:* Contract Program*

*Contract Programs: Contract programming is essential; it helps supplement existing programming while harnessing the expertise of contract instructors to teach classes and programs. With this model, the City gets 70% and the contractor 30%, allowing the City to provide specialized programming and classes. The City is responsible for the all the administration of the program (registration, fees, refunds, set-up/breakdown) and providing the facility where the contractor runs the program.

RENTALS

The Recreation Department oversees the rental program. Residents and visitors can rent various City facilities, parks, picnic/BBQ spaces, court/fields and even the Lover's Point Pool & Point Pinos Lighthouse Grounds for events or weddings. Rentals are available year-round, based on availability. Some facility rentals require on site staff for grounds access (ex: Point Pinos Lighthouse). In addition to one-time rentals, the Recreation Department also hosts numerous routine rentals. These rentals require regular admin support, staff hours for set-up/take down, and some require staff to be present onsite for duration of rental.

These include:

- Chautauqua Hall Dance Club
- Quilters Guild
- Boy Scout groups – Troops 90, 125, 126
- Pony baseball and softball
- American Red Cross blood drives
- PGUSD - pickleball class, middle school tennis, High School softball
- Samba Drum Group
- Lighthouse Church

For the calendar year 2022 (January 1-December 31, 2022) 367 permits were issued. Many of these permits contained multiple dates and used more than one City facility/park.

SPECIAL EVENTS

The Recreation Department oversees the annual special events program which offers community members and local organizations an opportunity to host community events in public spaces. Events range in size, scale and City involvement. However, all program applications, event details, and coordination is run through the Recreation Department.

A full listing of current special events is provided [here](#).

CURRENT STAFFING LEVELS:

The Recreation Department is comprised of two (2) full-time employees, two (2) 30-hour employees, and several seasonal part time employees.

These staff members are responsible for development and oversight of all in-house programming and

contracted programs (listed above), the preschool program, department administration services and registration, administration and oversight of facility rentals and park permits, special events programming, Recreation Board, management of City Special Events, training and onboarding of seasonal staff members, marketing and so much more.

Current Positions and Descriptions

Recreation Manager (40HRS)

- **Regular Duties:** Recreation Board Liaison, City Special Events (review & process applications, general admin, billing, Rec Board & City council presentations), manage department budget & accounts payable, marketing (activity guide, social media, print, outreach), recreation department special events, program development & implementation, community outreach. Summer staff recruitment & training, aquatic staff recruitment & training, year-round staff trainings & record keeping. All department supply ordering. Oversee 4 recreation buildings & scheduling. Work with contract instructors for program development, contracts & payment. Work with regular facility user groups (weekly, monthly, or special arrangements like PGUSD). Department yearly calendar, programs, goals, and development.
- **Supplemental Duties:** Recreation admin – general admin emails/phone calls/appts, permit processing all program registration, maintaining the registration part of CIVIC REC. Preschool & Rec Program support - Providing coverage for preschool program & school break programs to make sure correct staff to child ratios are achieved for safe programming. During school break programs provides 3-5 hours/day to cover opening shifts/staff lunches and items both recreation coordinators usually cover but cannot because they are running the camp. Currently, managing preschool admin and enrollment for fall (significant hours for preschool tours, registration appointments with each potential family, managing waitlist & paperwork). Regular duties are often done after hours, at home, on weekends.

Recreation Coordinator (40hrs) – Youth Center

- **Regular Duties:** All youth center programs & activities. After-school program, school break camps, summer adventure camps, PGUSD ELOP summer adventure camp, kids night out events, assist with special events, rentals requiring staff (rec buildings, Point Pinos Lighthouse), Recreation Board admin/agenda/tech. Assist Recreation Manager with summer staff recruitment, summer staff training. Increase programs offered at the youth center.
- **Supplemental Duties:** Processing permits & maintaining the permit part of CIVIC REC (accounts for estimated 60% of work hours), registration support, covering in the preschool classroom, covering in the community center office, Recreation Board, school break camps (40+ hours during these weeks to run the program), summer adventure camps (these take a significant amount of preparation). Current permit processing & covering for other department programs that are not fully staffed prevent Coordinator from proper program development and preparation time.

Recreation Coordinator (30hrs) – Community Center

- **Regular Duties:** All community center programs & activities. Supervise preschool program including providing admin support/registration, yearly enrollment, cover shifts, review all curriculum, plan preschool special events. Tennis courts, pickleball courts, pro shop. Contract instructor classes set up, take down, registration support. Rentals set up, take down, cleaning. Increase programming offered at the community center.
- **Supplemental Duties:** Covering daily shifts in the preschool room for the empty support teacher position. This accounts for 20-25 hours per week. Preparing daily preschool crafts, activities, etc. Pickle ball nets and some set up for contractors/rentals. Covering for the empty position prevents this Coordinator from the majority assigned duties.

Lead Preschool Teacher (30hrs)

- **Regular Duties:** Teach preschool program, lead preschool summer adventure camps, prepare curriculum, prep work for preschool, parent/teacher conferences, student assessments, organize & maintain preschool classroom, request supplies, maintain preschool records, develop/teach additional preschool enrichment classes.
- **Supplemental Duties:** Working the school break program this week to help us meet minimum ratios. This is a typical assignment due to reduced staffing levels. This off week should be used to create curriculum and class preparation for the preschool.

Support teacher (PT) - Position Vacant

- **Regular Duties:** Assists lead teacher to run preschool program. Recruitment is occurring. This empty position is being covered by 1 Recreation Coordinator. When the lead preschool teacher requests time off or is out sick, then a second Recreation Coordinator or the Recreation Manager is pulled to cover shifts.

Program Supervisor (PT)

- **Regular Duties:** Lead after-school program, school break camps, summer adventure camps.
- **Supplemental Duties:** This employee covers rentals, school break camps, summer camps, rentals and program prep. The Department would not be able to run our programs or the majority of our rentals without this employee, but this pace and workload is not sustainable, and will use up the 1000 allowed hours too early in the fiscal year. We really need 2-3 part-time employees to cover these tasks.

Seasonal Recreation Staff

The department currently has 3 PT staff members that can help on a very limited basis to assist with school break camps, kids night out events, special events, and prep work for our programs. The department needs a larger pool of part-time staff to help with these types of programs. This is traditionally the hardest staff to recruit. Recruitment has been underway for summer staffing since January 2023. Below is a list of summer staffing needed to accommodate current offerings:

Seasonal Summer Staff:

- Recreation Assistant 1 (After-School Program) (2): Currently hiring; pending background: This will allow Youth Center to Open in afternoons.
- Program Supervisor (Lifeguard 2/Swim Instructor & WSI)
- Lifeguard 1
- Lifeguard 2/Swim Instructor (4)
- Recreation Assistant Supervisor (After-School Program)
- Recreation Assistant (Camp Counselor 1) (3)
- Recreation Assistant (Camp Counselor 2) (3)

Recruitment for additional staffing is ongoing. To provide recreation/open swim 7 days a week the department will need additional lifeguards. It is anticipated that we may be able to open the pool for recreation swim 1-2 days a week at the current staffing levels.

ENHANCED PROGRAMS AND PROPOSED STAFFING:

To provide enhanced recreation, additional staffing will be required. Below is a list of staffing and the opportunities the positions could offer.

Recreation Coordinator (Sports and Aquatics): This position will develop, implement and program athletic sports and recreation activities for diversified ages and specialized groups and coordinate summer aquatics programming at Stillwell Children's Pool at Lovers Point. This person will supervise and coordinate recreation staff; schedule use of athletic fields, facilities and swimming activities; and to do related work as required. This position will coordinate with PGUSD for the use of their fields and gyms as applicable to support the necessary facilities needed to properly operate the sporting programs. The position will coordinate all referees, officials, and umpires that will be needed, either employees or contractors, to properly officiate the games. This position will plan, organize, oversee, review and evaluate programs, activities and the work of staff, related to the provision of summer aquatic activities and programs, and occasional rentals or special events. Assist with scheduling lifeguards, swim instructors and other aquatic personnel; direct aquatic staff in the operation of pool equipment; monitor and report pool maintenance to public works; maintain and update records and assist classes and in-service training.

- Department benefits: This position will allow for additional programming resulting in sports leagues for both adults and youth, along with management of the aquatics program, allowing more lessons and open swim.
- Potential youth programs offered: soccer, basketball, track club, partnership with PG Golf Links for golf program, beach volleyball, tennis.
- Adult Sports: Basketball, softball, tennis, pickleball.

Facility Attendant: This position will assist recreation services and public works staff in setting-up rooms and facilities for various rental and recreation activities, and City events; assists patrons and facility users, performs general maintenance of recreation buildings and equipment; and performs related work as required. If it is the desire of the Council to increase rentals, the Recreation Department will have the need for attendants to be present during the events. The position will allow for a staff member to be present and assist with events such as trash, monitor restrooms and setup and breakdown of the events.

- Department benefits: Allow for more programming in facilities such as programming offered through contract providers. Allow for more rentals/weddings and after hour events at City facilities such as community center, Chautauqua Hall and Point Pinos Lighthouse (weddings).

Recreation Coordinator, Community Center - increase from .75 to 1.0 FTE: This position is currently a 30-hour position, housed at the community center to oversee all operations at the center. This person supervises the preschool program, recreation programs and camps, contract instructor programs, and pickleball and tennis courts usage to ensure safe and appropriate recreation programs are provided for the community. This position also supervises Community Center usage for facility rental groups and City functions/trainings. These duties require daily building checks, set up and take down of equipment (tables, chairs, contractor specific equipment) and monitoring of all contractor-led classes and rental groups.

- Department benefit: There has been an increased demand for recreation services, recreation programs, contractor-led classes, tennis and pickleball access, and rental requests. To meet these requests, it is imperative to have a 40-hour Recreation Coordinator assigned at the Community Center to oversee all operations, operate the office, and tennis pro shop. It is anticipated that this employee will have a Tuesday – Saturday schedule with flexible hours to accommodate events.

Office Assistant: The City is currently recruiting for this position. This position will provide administrative assistance to the department by providing clerical work, customer service, answering phones, responding to rental inquiries, coordinates and oversees special program and project activities, collects fees, processes refunds, updates records and computer database; provides information and assistance to citizens with regards to recreation programs and offerings.

- Department benefit: The retention of this position will free up the Recreation Manager and the

Recreation Coordinators from having to be bogged down by the administrative side of the Recreation Department. This will allow the coordinators to concentrate on programming and curriculum and provide the Recreation Manager the opportunity to lead the Department and look for ways to expand programming, marketing, special events, employee enhancement and community outreach.

Recreation Coordinator, Youth Center .75 FTE: Requested through a budget modification in April of 2023, the City has initialized recruitment for this position. This position will provide the necessary oversight on the weekends that will allow for the opening of the Youth Center on Saturday and Sunday throughout the summer. This position will also provide oversight for the afterschool Youth Center programming, which is anticipated to commence for 2-4 days per week starting in May of 2023, and continue for the remainder of the school year. After the summer the hours for this employee will shift to afternoons throughout the school year to manage the youth center.

- Department benefit: The retention of this position will allow for the youth center to be open on the weekends in the summer (youth center is occupied Mon- Fri in summer with camps) and then in the afternoons during the school year.

Summary:

The last three years have been difficult for the Pacific Grove Recreation Department, but recently the department is trending in the right direction. As specified, numerous classes and programs are offered by recreation staff and through contract services. To take the department to the next level additional staffing will be required. The department is confident that with key staffing in place, Pacific Grove Recreation can once again thrive in our community.

POINT PINOS LIGHTHOUSE

Current Offerings:

Public Tours

- Currently operated with the support of a part-time Lighthouse Docent Coordinator, a part-time Lighthouse Cashier and several dedicated Lighthouse Docent Volunteers. Current hours of operation are Saturdays and Sundays from 11 AM – 3 PM. Hours will expand to Fridays from 1 PM – 3 PM in May of 2023.

Private Tours & Wedding Ceremonies

- The Lighthouse is also available for private tours, and wedding reservations. Private tours are reserved through the Public Works Department and wedding reservations via the Recreation Department. Fees are assessed based on the City's current fee schedule.

Schools Tours

- Lighthouse Staff have been working in conjunction with the Pacific Grove Museum of Natural History to coordinate school tours of both facilities. Lighthouse tours to student groups are made available free of charge.

Current Staffing to Support Current Program Offerings:

Lighthouse Docent Coordinator (20 hr)

- This position coordinates the training, scheduling and coordination of all the volunteer lighthouse docents. This role is integral in fostering and sharing knowledge and history of the lighthouse

with the volunteer docents who provide tours and knowledge to lighthouse patrons. This position also ensure schedule, so docents are available during hours of operation.

Lighthouse Cashier (20 hr)

- This position is responsible for operating the lighthouse gift shop during hour of operation. Duties include cash handling, selling admission tickets, restocking merchandise, and answering visitor questions.

Lighthouse Docent Volunteers (Unpaid Volunteer Position)

- The volunteer docents provide docents staff the lighthouse during its hours of operation and provide interpretive tours of the facility to visitors. The program currently has 31 trained docent volunteers; only a subset of these volunteers are actively scheduling volunteer shifts

Planned Offerings:

- Re-open the lighthouse to pre-pandemic hours, which includes operating 5 days/week. However, following the pandemic, several volunteer docents have opted not to continue their volunteer duties or have signed up for fewer regular shifts. As a result, we have had difficulty scheduling docents to expand Lighthouse operating hours to pre-pandemic hours. Staff has been working on actively running volunteer recruitments in the Monterey Herald, on the City's Social Media Accounts, City Manager's Report and tabling at local community events to solicit additional volunteers.

Requested Additional Staffing:

As a part of the FY23/24 budget process, Staff has requested the following additional lighthouse staff to help supplement volunteer efforts and begin to further expand program offerings:

Lighthouse Docent Coordinator (20 hr)

- This additional position would help the existing Lighthouse Docent Coordinator to schedule, train and coordinate the volunteer docents. This staff member will also work to document institutional knowledge for transferability and work to improve existind coordinator processes for increased efficiency. This staff member would also supplement the volunteers if there isn't sufficient volunteers to staff a shift. This would ensure that the lighthouse could maintain and expand hours of operation.

OPTIONS

1. Do nothing. This is not a sound option as the department and current staff will not be able to move forward with additional programming. This will result in slow response times for reservations, decreased programming, and minimized participation.
2. Provide alternative direction

FINANCIAL IMPACT:

The fiscal impact to the General Fund associated with adding the new Recreation Coordinator for Sports and Aquatics; and increasing the existing Recreation Coordinator from 0.750 to 1.00 is anticipated to be is approximately \$85,000. The cost of adding a half-time Facility Attendant is anticipated to be approximately \$22,000; however there should be sufficient funds in the allocated part-time salary budget to support this position.

The fiscal impact to the Lighthouse Fund in relation to adding a half-time Docent Coordinator is anticipated to be \$19,000.

Fees are assessed per the City's adopted fee schedule: Fee Schedule can be found [here](#).

A new fee schedule for FY23/24 was adopted by the City Council on April 19, 2023. Should the Council opt to further subsidize recreation programming, staff will prepare an amendment to the fee schedule to return for formal approval later.

FOCUSED PRIORITY AREA: Recreation Services



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: May 03, 2023
SUBJECT: Formal Selection of Focused General Plan Update Consultant
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize an Agreement with Rincon Consultants, Inc. to complete the focused General Plan update, associated zoning ordinance and map amendments, and objective design and development standards, economic analysis, market assessment, parking data, and a climate action and adaptation plan in an amount not to exceed \$2,193,070 beginning in FY 22/23 and terminating in FY 27/28.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

At its August 17, 2022, meeting, the City Council directed staff to issue a Request for Proposals (RFP) to update 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.

Background

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 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.

The City has determined that a focused update to the City's Land Use, Safety, and Transportation elements is necessary to address the expected impacts of 1,125 additional residential units. The focused General Plan update would include a robust public engagement program to engage all sectors of the City's population in this planning effort and that identifies the community values and translates those values into a community vision out to the year 2045.

In addition, the City will be required to complete rezoning efforts to accommodate the RHNA allocation of 1,125 units and create Objective Design and Development Standards (ODDS). Depending on HCD's determination if the Housing Element does not identify enough existing, properly zoned sites to accommodate its RHNA, rezoning may be required within one year if the housing element is not found in compliance within 120 days of the statutory deadline.

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). The details of the proposed scope and cost estimate are attached to this report. 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 staff from nearby jurisdictions.

Rincon submitted a response that includes activities and deliverables for a focused General Plan update based on the minimum requirements of the RFP, as well as optional tasks including an economic analysis, a market assessment, parking data, and a climate action and adaptation plan.

Project Cost

Rincon submitted an initial bid with a total estimated cost for the services described above up to \$2,715,491. However, with further negotiations with the City, Rincon adjusted their bid and reduced their overall costs to \$2,193,070 with the project beginning in FY 22/23 and completing the project in FY 27/28.

Considerations

Rincon and their subconsultants are qualified and experienced professionals with a demonstrated ability to complete the project(s). Their proposal is thorough and addresses the City's needs for a focused General Plan update (with and without the optional tasks) and the Housing Element update; however, it also exceeds the City's estimated cost to complete the work.

If staff finds there are opportunities to modify the proposed scope and task list for the focused General Plan update to reduce the overall cost of the project(s), staff will continue to negotiate the final cost and scope should the City Council select Rincon to perform the work.

Timeline

Rincon is proposing to initiate the focused update in FY 22/23, beginning the zoning ordinance and map amendments and ODDS by FY 24/25 through FY 26/27. Should the State require the City to accelerate the zoning ordinance within one year of completing the Housing Element, the schedule and budget may need to be adjusted to accommodate state requirements and additional environmental review required for the zoning ordinance and map amendments.

Rincon has provided an illustrated timeline for the General Plan update (attached in the proposal).

Goal Alignment

Given the far-reaching nature of long-term planning documents, the General Plan Update is and will be in line with all goals established by the City Council.

OPTIONS

1. Select Rincon as the consultant for the focused General Plan Update, including optional tasks: economic analysis, a market assessment, parking data, and a climate action and adaptation plan.
2. Select Rincon as the consultant without some or all of the optional tasks.
3. Select Rincon as the consultant for only zoning and objective standards and defer the focused update.
4. Direct staff to rebid one or all the items in the proposal.
5. Provide other direction.

FINANCIAL IMPACT:

The total impact to the City's budget would be \$2,193,070 from Fiscal Year 22/23 through Fiscal Year 27/28. Of this, approximately \$60,000 would be required within Fiscal Year 22/23; adequate funding for this fiscal year expenditure remains within the adopted FY 22/23 budget. A detail of the staggered expenditure by fiscal year may be found on page sixty-nine (69) of the proposal document (Table 3– Focused General Plan Update Fiscal Year Breakdown Summary (Amended 4.14.23)), attached to this agenda report.

FOCUSED PRIORITY AREA: See Goal Alignment within Discussion section.

Attachments

Focused GP Update Supp Proposal Info - Revised GP Proposal

April 14, 2023

Anastacia Wyatt, Community Development Director
City of Pacific Grove Community Development Department
300 Forest Avenue
Pacific Grove, California 93950

Subject: Focused General Plan Update Supplemental Proposal Information – Revised General Plan Proposal

Dear Ms. Wyatt:

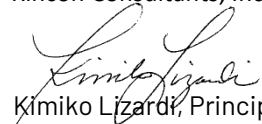
At City staff's request we have prepared a supplement to our proposal for the Focused General Plan Update. This supplement includes a revised scope of work and budget for the Focused General Plan Update. In addition, this supplement includes a fiscal year breakdown of the proposed Focused General Plan Update budget.

The revisions to the scope of work and budget provided in this supplement were based on discussions with City staff. The major scope revisions are summarized below:

- Leverage City staff to partner and support community engagement activities (based on specific discussions with City staff) resulting in a reduction of consultant led community engagement.
- Leverage virtual attendance as much as possible (based on specific discussions with City staff) for community engagement and public meetings/hearings to reduce direct expenses.
- Reevaluate the approach to the Existing Conditions Background Report to streamline the level of effort and support overall cost reductions.
- Add in scope for reasonable parking data collection and analysis – for an amount not to exceed \$20,000.
- Add a Public Hearing Draft of the General Plan.
- Remove the document accessibility task.
- Remove any optional tasks from the CAAP that are not necessary to support CAAP and Focused General Plan Update integration.

We are confident that the Rincon team will continue to meet the needs of the City, and we welcome an opportunity to meet with you to further discuss our proposal. Please do not hesitate to contact us if you have questions about this proposal or require additional information.

Sincerely,
Rincon Consultants, Inc.



Kimiko Lizardi, Principal
klizardi@rinconconsultants.com
Contact for Clarification

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1 Project Approach, Scope of Work, and Deliverables

Project Approach

We understand that the City has the following key objectives for this effort:

- Engage the community in decision-making through a robust and meaningful community engagement effort.
- A multi-faceted general plan, easy to use zoning implementation and thorough CEQA analysis that is consistent with recent legislation and supports streamlining of future environmental reviews.
- Define and enhance community character to ensure that the features that define Pacific Grove's identity are protected and enhanced while balancing the need for housing and meeting economic objectives.
- Improve connectivity and livability in Pacific Grove by creating improved multi-modal opportunities and thinking differently about community access, parking and infrastructure needs.
- A resilient community focused on planning for a resilient future through integrated strategies for land use, transportation, climate adaptation and community health.

Required Services

Pacific Grove requires the services of a consultant team to assist the City in 7 primary areas:

- Project Management and Coordination
- Community Engagement
- Focused General Plan Update
- Zoning Ordinance Amendments and Objective Development and Design Standards (ODDS)
- Climate Action and Adaptation Plan
- Environmental Review
- Adoption

The following Scope of Work provides a detailed accounting of our implementation methodology to meet these objectives including the tools and techniques that will be used, the strategic approach to each major task and deliverable and assumptions regarding roles and responsibilities of the consultant team and City staff. The Scope of Work is broken up into eight key phases starting with project initiation through to plan adoption.

Scope of Work

Task 1 Project Initiation and Coordination

Given the scope of this effort and an understanding that City staff have limited resources, exceptional project management and management accessibility will be critical to the success of this program. Consequently, we have developed a robust project management team to ensure that expectations regarding communication, quality, and timeliness are met.

This involves directing the consultant team and coordinating with the City and other stakeholders over the course of the project. It includes internal oversight of staff as well as management of the public outreach, technical, planning and environmental review tasks included within the work program. We plan to provide regular reporting, not less than monthly, on progress, schedule and budget.

2 Project Management Team

	Kimiko Lizardi Principal-in-Charge	• Project and Contract Oversight • QA/QC • Participate in regular calls and check ins
	Della Acosta, AICP Project Manager	• Manage and review consulting staff and work products (deliverables, deadlines, budgets, and scope) • Biweekly check in calls • Monthly invoicing and progress reporting
	Megan Jones CEQA Lead/Local Strategic Advisor	• QA/Q/C • Oversight of CEQA • Local advisement and strategic support • Participate in calls and check ins as needed

All members of the Project Management Team will be involved in the quality assurance and review of all tasks and work products within this work program. The budget for that quality control is included in the individual task budgets. Additionally, this group provides leadership and guidance to overcome or take advantage of any challenges or opportunities presented during the project's duration and will serve as partners with Pacific Grove staff through the life of this project.

Kickoff Meeting and City Tour

Upon authorization to proceed, Rincon will facilitate a kickoff meeting with City of Pacific Grove staff. The purpose of the meeting is to discuss data needs, initial community issues and opportunities, set project expectations, and explain our proposed approach to the various components of the work program.

The kickoff meeting is envisioned as a two-hour meeting. The Rincon team will work with the City to achieve the following objectives:

- Clarify the work program, schedule and communication protocols
- Early identification of data sources and needs
- Discuss staff expectations and community issues
- Discuss key opportunity and change areas in Pacific Grove, such as proposed housing sites to meet 6th Cycle Housing Element RHNA requirements, or other underutilized areas.
- Refine the community engagement strategy and obtain initial input for a key stakeholder list

Project SharePoint Site

To manage large programs, Rincon utilizes a project SharePoint site that allows for the storage of information as well as collaborative documents and materials. The Project SharePoint is simple and easy-to-use and is also secure. Access to this site will only be available to members of the project team and will be managed by the Project Management Team. Use of the SharePoint will prevent confusion of various document versions being sent via email or uploaded to a simple FTP site. The ability to organize documents by component or document is helpful for programs like this with various components being worked on simultaneously.

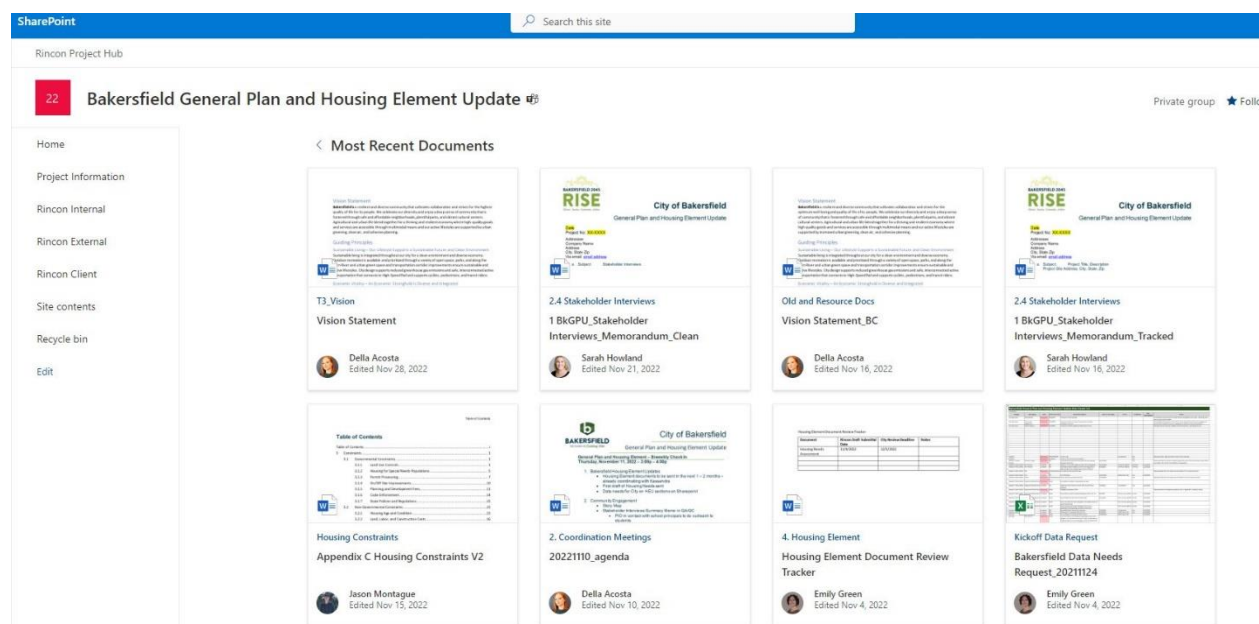
Documents would be organized by the major components of the Work Plan and resource libraries can be created to support sharing of project photos, maps and other information.

Also, a real-time schedule would be available so all team members would be aware of upcoming project deadlines and any changes to the overall work program schedule. The Project SharePoint is highly flexible and can be customized for the needs of the City and team. A draft and quick tutorial of the SharePoint Site will be presented during Task 1.1: Kick Off Meeting and City Tour

Following the discussion, the consultant team will tour key areas in Pacific Grove. The tour may consist of residential neighborhoods, Downtown, Central Eardley, Lighthouse Avenue area (west of Downtown), Forest Rincon Consultants, Inc.

Hill area, and other opportunity areas and/or sites that should be considered as part of the Focused General Plan Update.

The tour will provide an opportunity to visit potential new growth areas, transportation corridors, existing neighborhoods and commercial and industrial districts, and major City amenities and assets. Rincon assumes that City staff will provide a map highlighting the areas to be visited. The City-wide tour is envisioned as a half-day (4-hour) event.



Document Gathering

Rincon will work with the City to develop a comprehensive list of documents and data necessary to prepare the General Plan background documents, policy document, zoning code and map updates, and Program EIR. The data list will include necessary GIS map files, existing City documents, and any other materials that will be used during Task 3 (Existing Conditions) and Task 5 (General Plan). Following delivery of these materials, Rincon will review the materials provided and identify any gaps in data or materials that will require additional research or coordination to obtain.

Scope of Work and Schedule Refinement

The kickoff meeting provides the team with an opportunity to further refine the scope of work and project schedule. Following the kickoff meeting, we will create a detailed project schedule highlighting major milestones, deadlines, deliverables, and meetings. The schedule will be reviewed and updated as necessary as the project progresses.

Rincon will provide regular check-ins and provide updates on schedule in conjunction with our monthly invoicing. If we proactively identify project issues that may cause schedule delays, the Project Manager will bring those to the attention of staff, identify potential solutions and coordinate with staff as to the best course of action.

Document Set Up

Early in the project, Rincon will work with City staff to create a document template package. The template documents will be used by the team to ensure consistency in the look and feel of the documents, including any presentation materials and planning documents. Rincon will also work with City staff to address how the documents will interact with the existing General Plan, Zoning Code and other existing Pacific Grove plans. This task assumes that City staff will provide any branding guidelines, including any color or font guidelines for reference.

Project Coordination

Our project management team will be in continuous coordination with City staff in an organized and efficient manner. This task provides for overall project management, coordination of team members and tasks, preparation of project updates, consultation with City staff, team meetings, and monthly invoices. It includes conference calls with City staff approximately every other week as needed during active months throughout the project to review tasks in progress, share information, and review key milestones and deliverables. These meetings may shift to monthly or be handled through email communication when biweekly meetings are not needed. Our project coordination tools include the use of Microsoft SharePoint, which enables our team to seamlessly share documents and deliverables, while staying high touch with City staff. Since communication is a top value for our team, additional communication with the City team by e-mail and phone will occur throughout the project, independent from the scheduled calls.

Deliverables

- Kickoff meeting agenda and data needs list (electronic format)
- Memorandum/meeting notes from kickoff meeting (electronic format)
- Observation notes and photographs from City tour will be incorporated in subsequent deliverables
- SharePoint project site
- Project schedule (electronic format)
- Monthly progress reports to accompany invoicing
- Document template package
- Up to 85 bi-weekly calls with City staff (detailed meeting assumptions are provided in Section 6)

Task 2 Community Engagement

Even though Pacific Grove is a small coastal community, there are still varying demographics found within it. The community engagement strategy will be developed and conducted so that a variety of voices in the community are represented. The Rincon team will initiate a discussion regarding the community engagement strategy at the project kick-off meeting and will be prepared with a set of questions to ask the City regarding their engagement history, challenges and goals. As part of the Housing Element Update, the City is conducting a significant amount of community outreach to support the update process. The City has been successfully incorporating online tools such as Balancing Act which is an interactive housing site and density activity that engages the community in

developing solutions. Our approach will ensure we learn from the City's recent engagement activities, identifying successes and any lessons learned on techniques or approaches that may not have worked so well within Pacific Grove. One of our first steps will include development of a Community Engagement Plan. Our scope of work includes recommendations for an initial engagement strategy and activities that, based on our experience in other similar jurisdictions, have worked well. This is intended to provide an initial understanding of potential scope and costs, but we will work closely with City staff to customize and establish a Community Engagement Plan that best fits the needs of Pacific Grove within the allocated budget. We also suggest that once the Community Engagement Plan is finalized that it be posted on the project's website for transparency and review by potential community stakeholders, such as Communities for a Sustainable Monterey County, Heritage Society of Pacific Grove, and other organizations. This will ensure we invite all the relevant parties to the table in a format that works for them. Also, if any additional engagement is requested that is not included in the original Community Engagement Plan, it can be addressed early in the work program.



The proposed community engagement strategy is robust and includes a series of outreach tasks that are collaborative in nature and inclusive of all members of the community.

2.1 Community Engagement Plan

The Rincon team understands the critical importance of community engagement and outreach. Through our work on other General Plans and Climate Action and Adaptation Plans (CAAP), we understand that a plan reflecting the vision of the community is a successful and inspired plan. The Rincon team will develop and refine a Community Engagement Plan and launch a comprehensive effort that will educate, inform, and build interest in this planning effort. The Community Engagement Plan will clearly identify the engagement activities, associated phase of the project, target audience/stakeholders, and responsibilities for carrying out the engagement (including City staff and/or members of the Rincon team). Community engagement will focus on the community at-large, directly affected stakeholders including property owners, businesses, residents and interest groups, and civic decision-makers. This effort will be designed to effectively build collaborative interest and to ensure that the diverse perspectives and varying needs and interests of local community members and stakeholders are represented through the outreach process.



Our goal is to design community outreach to engage the public and community leaders in a fun and interactive way that will educate them on the value and purpose of this project, create a common vision, and to obtain their feedback. As part of this task, the following components will be addressed along with stakeholder interviews and in-person community events described in subsequent tasks. Additionally, the plan will be structured to be inclusive of all of those who make up the “community” and will be designed to effectively build collaborative interest, identify common values and goals, and to bring new participants to the conversation. This includes building from the Housing Element outreach effort and defining equity and equitable outcomes and developing methods to measure the success of the engagement efforts.

This task assumes City staff will conduct two rounds of review of the Community Engagement Plan and upon receipt of consolidated City comments in tracked changes, the Rincon team will prepare a Final Community Engagement Plan for City staff to share with decision makers, the GPAC and to post to the project website.

2.2 Online Engagement

The post-pandemic era has taught the planning industry and our firm a lot about online engagement. Virtual meetings and online engagement are not a panacea for all-inclusive community engagement, but communication through online and social media has transformed drastically in the past several years. In particular, how information is disseminated and received by the public has changed. Online media tools are powerful, cost-effective and increasingly becoming the expected norm for how information is communicated. For the Pacific Grove General Plan, a variety of tools will be used to support online engagement, as described below.

2.2.1 Online Surveys

The Rincon team will develop and conduct up to three online community surveys (using SurveyMonkey or similar application) to capture qualitative input on the values, goals, and issues to shape the Pacific Grove General Plan and ODDS. Our recommendation is to administer these surveys during Task 3, which is a learning period for the project. The focus of the three surveys will be as follows:

- **Survey #1: Visioning (held during the Project Learning Phase).** Rincon will prepare a survey that will be used to gather input from residents and stakeholder on how they view Pacific Grove today and in the future.

- **Survey #2: Issues and Opportunities (also held during the Project Learning Phase).** Rincon will prepare a survey to confirm issues and opportunities identified during initial community engagement activities to ensure a clear understanding of the community's concerns and priorities that will inform alternatives, policy development, and CAAP measures and actions. WRT will provide input on issues and opportunities pertinent to urban design.
- **Survey #3: Urban Design and Community Character (held during the Zoning Ordinance Amendment and ODDS Phase).** WRT will prepare a visual preference survey focused on community character, to inform urban design policies and the development of objective design standards.
- **Survey #4 and #5** – additional surveys may be necessary to support the Issues and Opportunities discussion or other topics as they arise. This scope includes an allowance for two additional surveys.

The Rincon team will provide City staff with an initial outline of each survey prior to developing a draft version of the survey. This will allow early engagement with City staff on the format and ensure the team is in agreement before developing detailed content. This task assumes each survey will be approximately ten questions long with one round of City staff review on each draft survey, and upon receipt of consolidated City comments, the Rincon team will prepare a final survey for posting to the project website.

Following each online survey closing, an accompanying summary report will be created with numerical breakdowns of responses, charts and graphs where applicable, and narrative descriptions of the qualitative results.

2.2.2 Educational Videos and Resident Interviews

Short educational videos are a great way to story tell and convey information pertaining to a Focused General Plan Update and CAAP. These brief segments are visual and allow for quick, self-paced learning. They are a great way to share the purpose of the General Plan and CAAP and convey technical information in a visually appealing manner that can support specific milestones in the project.

For this effort, the Rincon team proposes up to three educational videos as follows:

- **Video #1: General Plan Overview.** Rincon will prepare a video talking over a presentation to educate the public about the Focused General Plan Update process, including recent legislative updates and opportunities to get involved.
- **Video #2: Zoning and Objective Design and Development Standards.** WRT will prepare a slide show focused on ODDS. It may include topics such as compliance with recent State law, what are "objective standards", approaches, key considerations. There may be two or three short segments to cover these topics.
- **Video #3: CAAP Overview.** Rincon will prepare a video talking over a presentation to educate the public about climate hazards, actions the city and community members can take to increase resilience and reduce greenhouse gas emissions, and opportunities to get involved in the CAAP process.

The Rincon team will provide City staff with an initial outline of each video prior to developing a draft version of the video. This will allow early engagement with City staff on the content and ensure the team is in agreement before developing detailed content. This task assumes one round of City staff review on each draft video, and upon receipt of consolidated City comments, the Rincon team will prepare a final video for posting to the project website.

Resident Interviews

The people who live in a community have a wealth of knowledge and carry stories from the past. These stories are a real community asset and, to some extent, hold the key to the future. Stories and interviews from residents can inform a vision for the future, which can be highlighted through a variety of online channels and mediums. Rincon will create a two- to-three question activity asking residents to share their Pacific Grove stories, which can be used during the initial workshops and pop-up events to gather key details on what makes Pacific Grove unique. Selected stories will be featured in the Vision and Guiding Principles and other key public documents as highlights illustrating the community's values and connection to Pacific

Grove. This task assumes that City staff will support distribution of the resident questionnaire at pop up events and other opportunities.

2.3 Community Workshops

Formal community workshops are a great way to engage the public and provide them with an opportunity to discuss their priorities, ideas, and vision for the future of Pacific Grove. We envision a series of workshops that allow participants to actively participate through interactive exercises. These workshops will be centered on different General Plan topics and key project milestones. We recommend the following approach and organization to the workshops rather than organizing by element or discrete topic area:

Learning – Up to 4 Virtual Workshops

- **Introduction to General Plans, CAAPs and Visioning (2).** These workshops will introduce the community to the project and outline the purpose, requirements, and importance of the Focused General Plan update and CAAP. The workshops will provide a comprehensive view of the planning framework and demonstrate how the project fits together with the Housing Element update. In addition, the workshops will direct participants to surveys or interactive activities designed to gather input from residents and stakeholders on how they view Pacific Grove today and what they want their community to be in the next two decades. The development of this exercise will be informed by the Housing Element and the prospective neighborhood-scale land use changes that are required as a result of the site inventory. This feedback will be coalesced into a final vision statement for the Pacific Grove General Plan.
- **Issues and Opportunities (2).** Following the completion of Task 3.1, 3.2, 3.4 and Tasks 8.2 and 8.3, we will hold two workshops to discuss the current issues and opportunities in Pacific Grove with the community, presenting our initial findings and asking for clarification and feedback from participants on areas of particular concern to them. These workshops will incorporate information obtained from the community during the Walking Tour in Task 2.6.



Alternatives and Policy Direction – Up to 2 In-person Workshops and 7 Virtual Workshops

- **Alternatives (2).** During the alternatives workshops, the Rincon team will discuss proposed land use, urban design, public realm and transportation alternatives. These workshops are assumed to be in-person.
- **Policy Direction Workshops (5).** Following the alternatives workshops, Rincon will conduct a series of virtual workshops organized around the key components of the work program to review policy direction for all topics covered in the Focused General Plan Update, ODDS and CAAP. These workshops are anticipated as follows:
 - **General Plan (2)** Once the Rincon team has confirmed direction for the land use and circulation alternatives and has initiated draft policies, we will host a workshop to review the draft policy direction for all topics covered in the Focused General Plan Update. We will present a baseline understanding of the existing conditions for that topic, what legislative requirements apply, and some common best practices from similar communities. The workshop will be interactive, engaging, and designed with the dual purpose of allowing participants to gain a fuller understanding of the topics and their applicability to the City, and for the project team to gain

insight and input on the policy direction proposed for each key topic area. Input from this workshop will inform development of the Draft General Plan.

- **Objective Design and Development Standards (1)** WRT will lead and facilitate a meeting focused on infill development and the ODDS. The meeting will be interactive and engaging and will support a more focused discussion on infill strategies and the objective design and development standards.
- **Climate Action and Adaptation Plan (2)** The Rincon team will host two workshops to allow participants to inform the development of CAAP strategies which will have the greatest positive impact on GHG emissions and climate resilience Citywide. The first workshop will inform the draft selection of CAAP strategies under Task 8.4. The second workshop will inform the measures and actions to be included in the CAAP under Task 8.7. Rincon will create interactive activities for both workshops to engage participants and solicit targeted input to best inform the development of the CAAP.

Review and Adoption – Up to 2 Virtual Workshops

- **Draft General Plan, CAAP, Zoning Updates and Program EIR.** These workshop are anticipated to review the Draft General Plan, Zoning Updates and Draft CAAP after they have been released for public review.

Prior to each in-person workshop, we will develop a Facilitator's Guide that describes the notification efforts, key messages, and format and materials that will be used at workshops. Project fact sheets, comment cards and graphic displays will be produced. These materials will be reviewed and approved by City staff prior to being used at these meetings.

Task 2.3 anticipates a total of up to two in-person workshops and thirteen virtual workshops.

City staff is assumed to provide logistical support for the workshops, including securing venues, distributing notifications and assisting with the staffing for each of the events.

2.4 General Plan Technical Advisory Group

This group is expected to serve as a common thread throughout the update process and provide feedback and review key work products. The General Plan Technical Advisory Group (GPTAG) is anticipated to be comprised of between 10-15 individuals and will serve as an advisory group that will provide feedback on project issues including the vision and guiding principles, land use and transportation alternatives, urban design and community character priorities and other key topics. The GPTAG can also support a review of content for the community workshops. The following provides initial recommendations for the organization of up to six GPTAG meetings. This scope assumes City staff will lead any additional meetings beyond those described below:

- Meeting #1 – Project Initiation
- Meeting #2 – Issues and Opportunities
- Meeting #3 – ODDS
- Meeting #4 – CAAP
- Meeting #5 – Policy Alternatives
- Meeting #6 – General Plan Review

The group should be selected under the advisement of City staff and may include key individuals from various departments, appointed and elected officials, as well as community stakeholders who played a role in the Housing Element update process.

These meetings will occur at key milestones of the project and will align with community workshops and public meetings with Planning Commission and City Council. It is assumed that City staff will organize and lead facilitation of these meetings. It is assumed that the Rincon team will attend up to six virtual meetings and will help establish the GPTAG and provide presentation materials (e.g., PowerPoints, handouts), agenda topics, and support note taking for the six meetings.

2.5 Virtual Stakeholder Interviews

The Rincon team will prepare for and conduct a series of virtual, small group and/ or one-on-one interviews to discuss the Focused General Plan Update and CAAP with local organizations, groups, and stakeholders. This includes City staff that administers zoning, local developers and architects, property owners whose properties are in areas of change, and community-based organizations or special-interest groups that represent housing needs and issues that may be relevant to address through the zoning code. It is assumed that City staff will collaborate with Rincon staff to generate a comprehensive list of stakeholders to interview. The interviews will be used to identify key issues to be addressed and to allow the consultant team to understand the desired improvements and strategies from these local leaders. This task assumes up to 20 virtual stakeholder interviews lasting approximately one hour, and the deliverable for this task includes a memo summarizing results of the interviews.

2.6 Walking Tour

Walking tours are an effective engagement tool that empowers stakeholders to provide more site-specific input, while imagining and contextualizing ideas about the future.

Traditional (in-person) walking tours involve project teams physically walking through sites and organizing charrettes, surveys, or facilitated question and answer sessions with stakeholders to receive community feedback. The walking tours are anticipated to focus on urban design and community character features and occur during the Learning Phase of the project. The walking tours are anticipated to occur with members of the GPTAG.

WRT will lead one in-person walking tour. The tour will offer an opportunity for participants to examine and help refine our team's understanding of three distinctly different places: the city's downtown, its inner neighborhoods, and its outer neighborhoods. For the tour, WRT and Rincon will provide facilitators, a walking map, and questionnaire. Each tour will begin with an orientation, followed by the walking tour itself, and ending with a forum in which participants can share and listen to one another's observations. WRT will provide a walking tour guide to outline the details of the walking tour event.



2.7 Engagement Toolkits

Rincon can develop one toolkit to support the engagement of community members outside of defined meetings and workshops. This toolkit can be used by GPTAG members or other identified project ambassadors to support outreach about the General Plan process and to solicit additional feedback. The toolkit would include a project overview presentation and fact sheet, survey, and/or discussions questions. All materials will be provided in digital format. The toolkit can also be used by City staff.

Deliverables

- Draft and final Community Engagement Plan (in electronic format)
- Outline, draft and final surveys (up to five total)
- Survey results in summary report format (up to five total)
- Outline, draft and final educational videos (up to three total)
- Draft and final resident interview questionnaire
- Facilitator's Guide for each in-person workshop, sign-in sheet, and name tags
- Organize and attend up to 2 in-person and up to 13 virtual workshops, including workshop materials to be finalized at the time of planning, and workshop summary memos
- Virtual attendance at up to 6 GPTAG meetings, includes supporting facilitation and providing presentation materials (e.g., PowerPoints, handouts), agenda topics, and supporting note taking
- Facilitation of up to 20 virtual stakeholder interviews, including the development of stakeholder interview questions with review by City staff and memo summarizing results
- Walking tour guide/maps, questionnaire for tour attendees, facilitated meeting at the end of tour, and summary of results
- Engagement toolkit presentation slides, fact sheet, and survey questions.

Task 3 Existing Conditions, Issues and Opportunities

The City's General Plan has not been comprehensively updated since the 1990s. One of the first phases in the process will be the Learning Phase, where the Rincon team will build a foundational understanding of the city's existing conditions as well as issues, opportunities and trends.

During this task, the team will conduct a review of existing documents, including an audit of the General Plan. The audit will identify goals, policies and programs still relevant that can be incorporated into the updated General Plan and those that have the potential but need to be revised or updated. The audit will also include a legislative consistency analysis to address required legislative updates since the General Plan was last updated. The Rincon team will also prepare an Existing Conditions Background Report (ECBR) to describe Pacific Grove's existing built, social and natural environment in a succinct, graphically oriented and engaging format. Our approach will ensure that the ECBR is prepared to support the needs for the General Plan process as well as the needs for the environmental setting section of the EIR.

The Rincon team will continue the learning process by conducting community engagement activities, including walking tours, early visioning and issues and opportunities activities (as further described in Task 2) to ensure a clear understanding of the community's issues, priorities, and values. The community's values or Vision and Guiding Principles will provide direction and serve as guardrails for future more detailed analyses and policy development.

The Rincon team will conduct additional technical reports and studies (as further detailed in Task 3.6) and prepare a Strengths, Weaknesses, Opportunities and Threats (SWOT) report. This report will build on the General Plan Audit, ECBR, CAAP GHG inventories, forecast and targets, community visioning and engagement and will serve as a strategic guide for the General Plan Update. It will look at both internal and external planning factors and trends and will connect the dots between the Pacific Grove's identified needs and opportunities and preliminary policy and implementation recommendations.

3.1 General Plan Audit

The audit will identify goals, policies, and programs still relevant that can be incorporated into the updated General Plan and those that have potential but need to be revised or updated including an assessment of which policies and programs have been particularly successful for City of Pacific Grove and which have not. This review will also take a close look at the Housing Element programs that will be adopted for the 2023-2031 Housing Element Cycle, including how these programs will directly affect the Land Use Element. A key component of the General Plan Audit will also include a legislative consistency analysis, which will provide a list of legislative changes required to bring the General Plan into compliance. This assessment assumes one

round of review with City staff and would be included as an Appendix to the Existing Conditions Background Report (ECBR).

3.2 Existing Conditions Background and Technical Reports

The Rincon team will prepare a series of existing conditions background and technical reports to describe Pacific Grove's existing social, natural, built, and economic conditions. The technical reports or memorandums will be used to inform an understanding of the City's existing conditions to support subsequent tasks including the SWOT analysis in Task 3.4, the Objective Design and Development Standards, the CAAP, and the focused updates to the Land Use, Transportation and Safety elements. Each of the technical reports and memorandums will be under separate cover and are intended to be technically focused on the information needed to support the updates as described above, using simple narratives and data presentation and maps (as necessary). Unless otherwise stated herein, Rincon anticipates one round of review of each of the existing condition and technical background reports. The drafts will be submitted electronically, and the team will respond to one set of compiled, tracked changes from the City.

The technical reports include the analysis necessary to support compliance with SB 379, AB 747, SB 99 and to include an economic analysis that will allow the team to draw insights from market and economic realities to foster realistic infill and land use strategies.

To support engagement and help synthesize the information from the existing conditions background and technical reports, Rincon will prepare a graphically oriented and succinct Existing Conditions Background Report Executive Summary (Executive Summary). The Executive Summary will summarize the most relevant existing conditions information from the reports and is anticipated to be used for discussions with stakeholders and to provide a more publicly accessible version of the existing conditions information. The following subsections describe the anticipated existing conditions and technical background reports that will be prepared.

3.2.1 Land Use and Community Character

The land use and community character report will provide an overview of the existing and allowed land uses in the city and place type characteristics of the City's neighborhoods.

Rincon will define the planning area and analyze land capability relative to future growth for the life of the updated General Plan. This report will analyze:

- Existing land uses
- Historic and current growth and development patterns
- Existing planning framework, including Vision plans and Specific Plans
- Relationship to the surrounding County unincorporated lands
- Physical constraints
- Potential infill development locations
- Vacant and underutilized lands



This will include the creation of maps to ensure a clear understanding of the general plan study area, land use designations, existing land uses and potential opportunity/change areas. The Rincon team will review the current draft of the 6th Cycle Housing Element update to ensure the prospective land use changes in this document are reflected in the background understanding of the Land Use Element.



Community Character

Pacific Grove is a composite of exceptional districts and landscapes. WRT will take a place-based approach to community design to respond to distinct and unique development patterns and character within neighborhoods and along corridors, with appropriate building types.

The older part of town affords extraordinary walkability as its centrally located downtown and grid connect residents to goods and services; infill development can complement the traditional fabric and confer benefits, such as to reduce Pacific Grove's per capita driving rates in the community and increase patronage (and therefore the availability) of local destinations. Newer neighborhoods, while auto-reliant for shopping trips, are integrated within extraordinary coastal landscapes with remarkable recreation; development in these outer neighborhoods can reinforce how buildings and landscapes work with the natural setting.

The Forest Hill commercial district was designed for motorists with low-rise buildings set behind parking lots; a candidate for private redevelopment on account of its relatively low development intensity, policies and design standards for Forest Hill can use growth to create a walkable transit-oriented district by investing in pedestrian infrastructure and codifying pedestrian-oriented building and site guidelines in the Forest Hill Specific Plan.

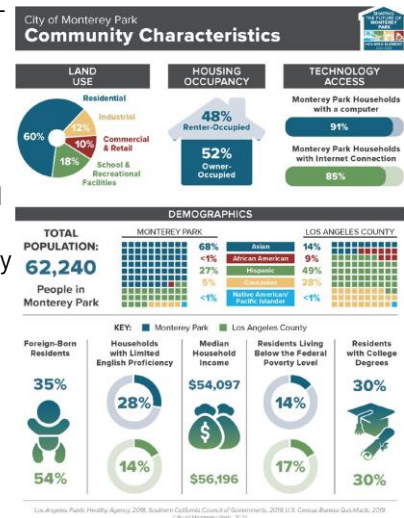
WRT's approach will be to carefully evaluate these generalized "place types" to identify character-defining features for each place type and tailor policies and standards to respect Pacific Grove's character, while recognizing contemporary building practices and their response to market factors. Community engagement will inform our understanding of place types and how this understanding should inform policies and standards. Walking tour (see Task 2.6) will enlist GPTAG members in identifying "what works" and "what needs fixing" in each place.

For each place type, WRT will catalogue representative building types and architectural characteristics, such as: setback/build-to lines, massing cadence & modulation, materials & color, fenestration & entry patterns, cornice lines, and roof form. WRT will note if an architectural style predominates. They will also examine landscape treatments, such as fences and tree species, and street design elements, like sidewalks and street trees. WRT will also review Pacific Grove's Historic Context Statement and its Architectural Review Guidelines for Single-Family Residences. This will include the creation of district maps, photos and descriptors of the districts examined, a place type map and place type matrix that groups together districts with similar characteristics, character-defining attributes for each place type.

3.2.2 Hazards and Safety

Rincon will characterize and assess natural and environmental hazards in Pacific Grove. We will generate infographics and maps to characterize the risks and vulnerabilities related to:

- Geologic and seismic hazards, including liquefaction, seismic activity, and landslides
- Flooding hazards
- Peak load water demand
- Wildland fire hazards
- Hazardous materials
- Climate change related hazards, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, more intense and frequent wildfires, and more severe coastal hazards associated with sea level rise (consistent with the more detailed analysis conducted under Task 3.2.3, described below).
- Emergency evacuation constraints (consistent with the more detailed analysis conducted under Task 3.2.4 and 3.2.5, described below).



- Emergency response facilities and services to characterize Pacific Grove’s capacity to prepare and respond to emergencies.
- Noise conditions will consider type, location, and extent of noise incompatibility in the community. Rincon will identify major stationary and mobile sources of noise in the City and visually identify traffic noise contours based on data from the traffic report. For this analysis, Rincon will prepare noise contour maps and descriptions of existing noise conditions.

3.2.3 Climate Change Vulnerability Assessment

In accordance with California Government Code 65302(g) and SB 379, Rincon will complete a Climate Change Vulnerability Assessment which will detail the anticipated climate impacts in the City of Pacific Grove, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, more severe and frequent wildfires, and increasing rates of sea level rise and its impacts on increasing coastal hazards, and shoreline and bluff erosion.

At a qualitative level, Rincon will evaluate the locations of the City’s critical facilities and services (such as Fire Stations, evacuation routes, etc.) in relation to potential climate change impacts based on readily available geospatial data. The Climate Change Vulnerability Assessment will be prepared consistent with the latest (2020) California Adaptation Planning Guide, as described in California Government Code 65302(g) and the Office of Planning and Research’s General Plan Guidelines. Rincon will utilize maps and data from existing plans and available sources of geospatial data, including:

- Internet-based Cal-Adapt tool
- Internet-based Healthy Places Index tool to identify vulnerable populations
- County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022), of which Pacific Grove is a participating jurisdiction
- California’s Fourth Climate Change Assessment, Regional Report
- Existing development in identified at-risk areas, including structures, roads, utilities, and essential public facilities
- California Coastal Commission Sea-level Rise Policy Guidance (Updated 2018)
- Ocean Protection Council (2018)
- NOAA Office for Coastal Management’s sea-level rise projections data
- Pacific Grove Land Use Plan and Implementing Ordinances (January 2020)
- Pacific Grove Shoreline Management Plan – Vulnerability Assessment (November 2018)
- Pacific Grove Shoreline Management Plan (June 2020)
- Our Coast Our Future, which presents results from the Coastal Storm Modeling System (CoSMoS) developed by U. S. Geological Survey (USGS)

A key component of the Climate Change Vulnerability Assessment will be an evaluation of the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, outdoor workers, etc.).

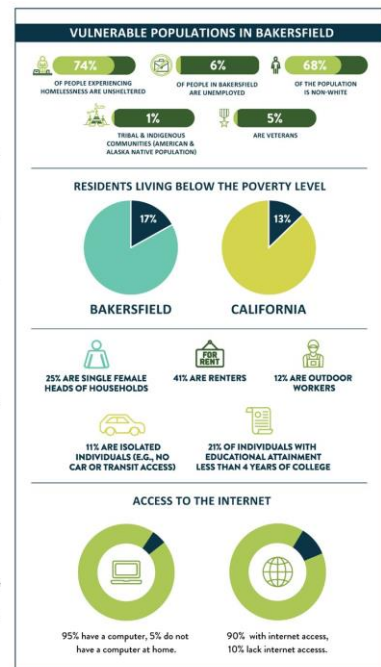
BAKERSFIELD GENERAL PLAN

VULNERABLE COMMUNITIES

While all people in a community will experience climate change, some may be more affected than others. For example, older adults and young children may be more at-risk to heat illness during an extreme heat event. Sensitivity to climate hazards can be influenced by several factors, including differences in individual health, age, and ability, historic lack of investment or exclusion from political and decision-making ability, inequities in infrastructure and access to health care, economic opportunity, education and other services, and inequities in environmental and living conditions. Vulnerabilities in a community can inhibit that community’s ability to adapt to or cope with climate change impacts.

Climate change will disproportionately impact certain populations in Bakersfield, as identified by several established tools like the Healthy Places Index (HPI 2018), U.S. Census Quick Facts (U.S. Census 2020), and CalEnviroScreen 4.0 data sets (CalEnviroScreen 4.0 2021). The California Adaptation Planning Guide establishes a process for identifying groups that are vulnerable to climate change (California Office of Emergency Services 2020).

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The Climate Change Vulnerability Assessment will rely on modeling scenarios per the California Adaptation Planning Guide, the Office of Planning and Research's General Plan Guidelines, and the California Coastal Commission's Sea-level Rise Policy Guidance updated in 2018. The Climate Change Vulnerability Assessment will be a qualitative analysis and will not include quantitative asset analysis by hazard area.

It is assumed that sea-level rise scenarios will be selected consistent with the Draft County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022) which includes three sea level rise scenarios: 25 cm (2030), 75 cm (2060), and 200 cm (2100).

It also assumed that the one percent annual chance flood combined with the 2100 sea level rise scenario will be selected. Although the City of Pacific Grove has historically not retreated significantly since its shoreline is mostly dominated by exposed granitic rock, according to the County of Monterey Multi-Jurisdictional Hazard Mitigation Plan, sea level rise is expected to increase the exposure of Pacific Grove's coastline to erosion, exposing large areas of the city to coastal hazards. Therefore, a qualitative analysis will be done

to assess the impacts of sea level rise and coastal erosion on the City assets. This task assumes that the assessment will be based on readily available information (no modeling will be conducted) and that mapping will be based on geospatial data provided by the City or available online. Quantitative asset mapping and tabulation is not included in this task.

3.2.4 Emergency Access Analysis

SB 99 requires all cities and counties, upon the next revision of the Housing Element on or after January 1, 2020 to update the Safety Element to include information identifying residential development in any hazard areas identified in the Safety Element that do not have at least two emergency evacuation routes. Kimley-Horn will coordinate with City staff to develop a City wide map using ESRI that identifies communities with fewer than two ingress/egress routes and provide a narrative description of the implications for evacuation planning. The analysis will be used to determine whether the City should consider policies to address any identified access limitations or constraints. Kimley-Horn will document key findings and policy recommendations for inclusion in the Health and Safety Element. Rincon will incorporate policies and implementation programs in the Health and Safety Element.

As appropriate, information from the emergency access analysis will be included with the Executive Summary.

3.2.5 Evacuation Capacity Assessment

Kimley-Horn will prepare an evaluation of evacuation route capacity, safety, and viability under three: 1) Highway 68 and Lighthouse corridor, 2) Highway 68 only, 3) Lighthouse corridor only. The level of effort for this evacuation analysis can be adjusted based on further discussions with Pacific Grove.

To conduct this analysis, Kimley-Horn will host a preliminary virtual meeting with City staff to identify key evacuation routes that will expand on the City's GIS Base Map. Major hazard areas will be reviewed with the Transportation Element maps for the City to assist in identifying evacuation routes in the review area (limited to major arterials). Kimley-Horn staff will attend the meeting and anticipate agency staff will include emergency responder personnel and the City's Traffic Engineering and Planning team. This meeting will establish the assumptions for evacuation modeling. The AMBAG Travel Demand Model will be used for this analysis.

Additionally for this analysis, each neighborhood's principal evacuation route will be examined in terms of its capacity as measured by vehicles and passengers per hour versus the population to be evacuated. This will be conducted in GIS and a qualitative assessment since most roads are two-lane roads and evacuation will be based on shortest routes to the arterials. The potential for capacity augmentation under emergency conditions should be considered e.g., use of shoulders or contraflow traffic operation.

Safety will be assessed by examination of available collision data for the roadway and discussions with City staff. Viability will be assessed by evaluation of the vulnerability of the vulnerability of the route to obstruction and assumptions determined with staff.

Kimley-Horn will recommend mitigation measures to address constraints identified in the Emergency Evacuation Analysis. Rincon will incorporate the mitigation measures into the Health and Safety Element as policies and implementation programs.

As appropriate, information from the emergency access analysis will be included with the Executive Summary.

3.2.6 Transportation and Parking Analysis

The update to the Transportation and Mobility Element will consider appropriate thresholds of significance (SB 743) in the operational performance evaluation for roadway facilities. It will also incorporate complete streets standards for all modes, including pedestrians, bicyclists, and transit. These efforts comply with the current best practices, such as the multimodal level of service (LOS) and Level of Traffic Stress methodologies as well as the Complete Streets legislation (AB 1358). Kimley-Horn has performed these analyses for several general plan updates in California and will assist the City in realizing its own complete streets goals as well as the requirements of the California Complete Streets Act.

Kimley-Horn will consolidate all existing and representative locally owned and operated City roadway traffic count data (pre-COVID shelter-in-place restrictions) and stratify this data by count source, facility type, and age of count. Existing traffic count data bases from the Association of Monterey Bay Area Governments Traffic Count Mapping webpage, the Highway Performance Monitoring System (HPMS), City, and the regional travel demand model validation counts will be examined for applicability along with State highway data and will work with the City to develop and collect additional data as necessary.

After all traffic count data has been gathered and processed, Kimley-Horn will perform the existing condition traffic operations analysis for local City roadways and all state highway facilities. Kimley-Horn will coordinate with the City as to whether intersections and multi-modal (Complete Streets) LOS analysis on select roadways within the City is desired. Kimley-Horn will work with the City for appropriate thresholds of significance for evaluating transportation impacts.

Based on the analysis described above relative to the applicable performance service standards for each facility analyzed, Kimley-Horn will identify existing deficiencies within the City. For facilities identified as deficient, Kimley-Horn will confirm with City and Caltrans District 5 staff (for State owned facilities) based on empirical field observations, data collection activities and other traffic operations analyses that may have been performed for the same facility and location. This will include an assessment and evaluation of active transportation systems, goods movement, aviation facilities, and Transportation Demand Management (TDM)/System Management (TSM) operations.

Kimley-Horn will extract on-street occupancy data from Big Data and perform a windscreen parking occupancy survey during the peak period for off-street parking lots on one weekday and one Saturday. The data will be presented graphically and tabular format. Existing land use data that complements the parking demand in the business areas will be provided by the team/City in tabular and graphical format.

Based on the growth in land uses for the General Plan buildout scenario, parking demand based on ITE and ULI rates will be calculated and shortfall identified by street block location. Generic parking policies and goals will be developed for the General Plan based on the results. This analysis does not include an implementation plan. This portion of the analysis will not occur until the land use alternatives phase of the project.

Existing conditions data and maps on transportation, mobility and parking will be incorporated as appropriate into the Executive Summary.

3.2.7 Economic Analysis

Economic Analysis

EPS will assess the underlying socioeconomic and real estate market context for the Pacific Grove General Plan Update. This technical analysis will cover key demographic, economic, and real estate factors affecting the City and its role in the broader region. The goal will be to identify and provide a clear understanding of demographic trends, the strengths of the local economy, the city's key competitive attributes, and challenges and opportunities influencing sustainable long-term growth that might be addressed by the General Plan Update.

Socioeconomic Trends

EPS will analyze local socioeconomic characteristics, trends, and growth projections. The analysis will consider demographic and economic factors that inform and highlight land use opportunities and constraints in Pacific Grove. The primary purpose of the work is to offer context for community and stakeholder outreach discussions, to provide data for the visioning and planning process, and to support the land use alternatives and economic development policies for the General Plan. Relying on publicly available data (e.g., US Census Bureau, California Department of Finance, California Employment Development Department) as well as proprietary, third-party data sources, EPS will assemble and evaluate population and jobs data, including employment by industry. The analysis will look backward and forward ten to twenty years and will consider Pacific Grove, nearby jurisdictions, and the region. EPS will rely on available projections of growth in the region and in Pacific Grove. The analysis will provide key inputs to forecasting various General Plan alternatives. To support equity considerations, various population and household data will be considered by race and income, as may be appropriate. This data will be available for incorporation into the team's Existing Conditions effort.

Economic Drivers and Trends

An assessment of citywide and regional economics will consider major economic drivers and business trends. It is anticipated that local business conditions, economic diversification, employment for local residents, and the evolving retail industry may be key topics of the assessment. The effort will build on the socioeconomic data and will include additional subject-specific data research. This information will be synthesized to provide a cogent perspective on local and regional economic themes. As part of this task, EPS also will consider City economic development efforts, including City revenue factors and anticipated future capital improvements.

Real Estate Market Assessment

EPS will establish and document real estate market trends in Pacific Grove. As part of the market analysis, EPS will consider market statistics as well as detailed information concerning new, high-performing local and regional comparable projects, including their market positioning, architectural formats, tenancing, amenity offerings, and market value. The assessment also will consider potential development sites based on direction and data from City staff. The Real Estate Market Assessment will cover standard land use types, including residential, office, industrial, retail, and hospitality uses.

3.2.8 Executive Summary

Rincon will prepare an Executive Summary of the existing conditions using the existing conditions and technical background reports prepared in Tasks 3.2.1 through 3.2.7. The Executive Summary will be a graphically oriented and succinct document and will include appropriate charts, maps, and infographics to convey the existing conditions information in a visually compelling manner. Rincon will prepare a Screencheck draft for City staff review and based on one set of consolidated comments will prepare a draft for review with the GPTAG prior to public release. After reviewing with the GPTAG, Rincon will prepare a final Executive Summary for public release.



3.3 Vision and Guiding Principles Development

Through early community engagement tasks, the Rincon team will develop a vision and guiding principles document for the Focused General Plan Update. It will be important to confirm and clarify the vision and issues facing the City now and in the future. While this is a Focused General Plan Update and not all elements will be updated during this process, it is still important to align on the community's desires and priorities for the update. A clear connection will be made between the community's vision and the updates to the General Plan. The Vision and Guiding Principles document is anticipated to be a concise document (no more than a few pages) and will be shared with the GPTAG for input and will be presented at subsequent community engagement events to inform the next phase of the effort.

3.4 Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis, Preliminary Policy and Implementation Measure Recommendations

The Rincon team will conduct a SWOT analysis and prepare a summary report. The SWOT analysis will build on the EGBR and issues, the GHG Inventories, Forecast and Targets (Task 8.3 of the CAAP) opportunities and vision principles identified through early engagement tasks. The SWOT analysis will evaluate both internal and external planning factors and trends and will connect the dots between Pacific Grove's identified needs and opportunities and preliminary policy and implementation recommendations. The intent will be to use this report to present and explore preliminary policy options to address the most important issues and opportunities identified during the update process. It will also support a more focused and direct approach to the alternatives and policy development.

The analysis is anticipated to be organized as follows:

- **Guiding principle** – a discussion of the guiding principle(s) or values/priorities identified through early engagement

- **Directives** – a discussion and evaluation of contributing strengths, weaknesses, opportunities, or threats
- **Other considerations** – this will include a discussion and evaluation of other factors requiring consideration such as a discussion of relevant legislative requirements or funding considerations
- **Preliminary goals or implementation measures** – this will include a discussion of recommendations for preliminary goals or implementation measures

This report will be shared with the GPTAG for their feedback. It can also be shared with the Planning Commission and/or City Council. This task anticipates a working session with City staff to review the results and preliminary recommendations prior to sharing with the GPTAG or other decision-making bodies. This task assumes the Rincon team will respond to one round of compiled, tracked changes from City staff and prepare and prepare a Final public review version of the SWOT report.

Deliverables

- Draft and Final General Plan Audit Memo
- Draft and Final Existing Condition and Technical Reports (Land Use and Community Character, Hazards and Safety, Climate Change Vulnerability, Transportation and Parking).
- SB 99 Analysis Map and Technical Memorandum
- Draft AB 747 Evacuation Capacity Modeling Assumptions Memorandum and GIS neighborhood routes
- Draft and Final Emergency Evacuation Analysis, including mitigation measures
- Memorandum – Economic Development Analysis (Draft and Final)
- Memorandum – Economic Development Strategies (Draft and Final)
- Screencheck, Draft and Final Existing Conditions Background Report Executive Summary
- Draft and Final Vision and Guiding Principles document
- Draft and Final SWOT Analysis Report

Task 4 Alternatives

4.1 Land Use, Community Design and Circulation Alternatives Analysis

The Rincon team will provide up to three “mock-up” land use, community design and circulation alternatives identified through data collection and analysis conducted in the previously completed tasks, refined through discussion with staff, GPTAG, City Planning Commission and City Council, and the community.

The alternatives will focus on the placement, organization, and relationship of land uses, community design and public realm features including neighborhoods/districts, key corridors community features and architectural characteristics. The alternatives analysis will review land use, scale and community characteristics, destinations, and mobility connections. Each alternative will consider the Housing Element sites selection process and the need to implement the 6th Cycle Housing Element RHNA, transportation data, environmental justice, climate hazards, and evacuation constraints information collected as part of Task 3, and opportunities considered under Task 3, as well as the natural, built, and social environment of Pacific Grove.

4.1.1 Initial Alternatives Maps

Each of the proposed alternatives will be illustrated through maps and graphics including:

- **Land Use Scenario** – the mix of proposed uses, allowable densities and total amount of new growth
- **Community Design** – provide illustrations and/or images/photos of place and building types, architectural character and public realm/space features including key walk sheds and view sheds
- **Mobility** – identify any future roadways, transit and active transportation networks or close the gaps in the multimodal transportation network (e.g., installing new sidewalks, or multi-use paths to connect potential new development sites to transit



4.1.2 Alternatives Analysis

Circulation Analysis

From the ECRB and SWOT analysis, Kimley-Horn will identify gaps in transportation, specifically related to multimodal improvements. Potential funding programs will be identified for implementation. The City is built out and little opportunity exists for widening roadways and intersections. Some intersection control measures may be improved through either signals or the installation of small roundabouts. Kimley-Horn will work closely with Rincon and WRT and land use intensification and growth will be added to the AMBAG travel demand model and segment volumes will be extracted from the model.

Kimley-Horn will also prepare a Vehicle Miles Traveled (VMT) analysis for each alternative for motor vehicles. This task will kick off with an evaluation and analysis of the existing VMT, in order for the City to determine whether the potential General Plan Update land use and circulation changes will require modification in VMT information for the City.

The City uses the regional Traffic Demand Model maintained by AMBAG and supplement the information with Big Data Kimley-Horn shall use this model for traffic modeling purposes and may have to do verification and calibration for the Watsonville.

Kimley-Horn will work closely with City staff to verify the land uses by TAZ for existing and GP conditions. For future condition analysis these scenarios will be analyzed: Base, Future and one alternative. Travel patterns within (I-I), and external (I-X) and (X-I) will be determined from the AMBAG model for different modes for GP conditions. Kimley-Horn will also determine internal trips from residential communities to areas of employment.



This will show the integration between land use and transportation system wide. The findings of the study shall be summarized in a technical memorandum.

Kimley-Horn will support an update to the City's VMT Policy and Mitigation Program through the following two sub-tasks:

- VMT Analysis for Cumulative Conditions.** Kimley-Horn will perform a Vehicle Miles Traveled (VMT) analysis for Cumulative Conditions as defined as a part of the EIR¹. This will include a No Project scenario, a Project scenario, and one more Project Alternatives. The City's model, and specifically the future year scenario, will be used to perform the VMT analysis. Separate versions of the future year scenario will be developed for each of the analysis scenarios based on land use and roadway network modification developed for each of the scenarios within the EIR. Each scenario will be run, and the outputs will be used to perform the VMT analysis based on the City's adopted analysis methodology and thresholds. A summary table will be created to summarize the findings of the VMT analysis. Both the total land use for each analysis scenario, and the land use growth specifically (defined as the difference between land use assumed in the Existing scenario and the land use assumed for each future year analysis scenario), will be evaluated and compared to the City's VMT thresholds for each land use type. The findings will be summarized in a table and a finding of significance or less than significance will be determined. The City VMT Banking Fee will also be updated, if required.
- VMT Mitigation Projects Update.** Understanding that the City has previously developed a VMT Mitigation Program, Kimley-Horn will expand the existing program based on the budget allotted to this task. The expansion will include evaluation of additional projects, and if the budget allows updated policy considerations. Kimley-Horn will provide the City a summary of the project analysis findings and update the VMT Mitigation Program document.

¹ The costs for this work are included in the CEQA and will be used to support the EIR. Costs for the VMT analysis are not included in this task.

Alternatives Report

The Rincon team will provide a matrix-style analysis of the land use, community design, transportation, and environmental impacts to compare and contrast the alternatives. Specific metrics to be analyzed include population, housing, and employment projections.

The team will refine the three alternatives for review and deliberation by staff and decision-makers that include the results of the analysis performed. The alternatives will be packaged into a summary report consisting of a description of land use categories, development capacity and potential housing allocation, conceptual land use diagrams, and applicable policy concepts with color maps and illustrations, as appropriate. These alternatives may be presented in full to the public for consideration, or individual concepts used in the alternatives may be presented to gather public input for consideration. The alternatives will be presented to the GPTAG. Following deliberation of the alternatives, we will present the alternatives to the Planning Commission and City Council in a study session format to arrive at a preferred alternative.

4.2 Preferred Alternative

Based on the discussion with staff, GPTAG, Planning Commission, and City Council, the Rincon team will refine and finalize the preferred land use, community design and circulation alternative. The Rincon team will then calculate the full buildout and growth projections for the General Plan horizon year for the preferred alternative. The preferred alternative will be used to support policy development in the General Plan and the Program EIR analysis for VMT.

Deliverables

- Draft Land Use Alternatives (up to three)
- Draft and Final Alternatives Analysis Report, including documentation of Preferred Alternative
- VMT Analysis and Findings



Task 5 General Plan

5.1 First Administrative Draft General Plan

The Rincon team will prepare the Administrative Draft version of the General Plan for City staff review. The General Plan will be internally consistent and conform to applicable provisions of State general plan law as outlined in Government Code Section 65302 and recent legislation, using the 2017 California Office of Rincon Consultants, Inc.

Planning and Research (OPR) General Plan Guidelines, the most recent local and regional best practices, and incorporating Pacific Grove priorities and input gathered during the community engagement process.

Specific content and organization of the elements of the General Plan will be refined through the engagement process and discussion with staff; however, we expect the Administrative Draft of the Focused General Plan to include:

Land Use and Community Design

Rincon anticipates combining the land use and community design policies in one Land Use and Community Design Element and to prepare goals, policies and implementation programs to address citywide land use and community design concerns, including:

- **Updates to Land Use Designations.** Rincon will work to address opportunities based on the Housing Element update, requests received from residents, property owners, compatibility with adjacent uses, and strategic opportunity sites that will promote community and economic development.
- **Community Design.** With support from WRT, Rincon will develop policies to support context-appropriate buildings and opportunities for context-sensitive architecture and other community design features.
- **Public Realm Connections.** With support from WRT and Kimley-Horn, Rincon will develop policies to support creating stronger connections through public spaces such as streetscape improvements, active transportation facilities, landscaping and building treatments and arrangements.

Transportation

The goals, policies and implementation programs in this section of the General Plan will cover Complete Streets, City Bicycle and Pedestrian Plan, Vision Zero, SRTS and other multimodal considerations including:

- **Complete Street Roadway Classification.** Recommendations will be made regarding street cross sections and converting existing roadways to Complete Streets. The classification would be done by street function and by the land use specifics and areas it serves, such as commercial, downtown industrial, or residential neighborhood. We will review the current roadway classification system and make recommendations for changes to the classification to meet Caltrans requirements for grants for Complete Streets. GIS mapping will illustrate the classification system.
- **Complete Street Concepts.** Kimley-Horn will develop conceptual layouts and cross sections that will be used for the General Plan and VMT mitigation banking projects.
- **Bicycle and Pedestrians.** Gaps in the City Bicycle and Pedestrian Map will be determined, and based on traffic growth, opportunities identified for improved bicycle and pedestrian facilities. The City Bicycle and Pedestrian Plan map will be updated in GIS indicating the class and alignment on the City street network.
- **Safety.** The City's Vision Zero future conditions reduction will be incorporated into the General Plan. Safe Routes to School policies will also be refined. However, this scope of work does not include detailed Safe Routes to Schools analysis and planning.

Health and Safety

Rincon will identify goals, policies and implementation programs to address wildfire, seismic, flood, hazardous materials, and climate change risks, along with goals, policies and programs to address needs associated with emergency response and emergency evacuation. The Health and Safety element will be

comprehensively updated with new background descriptions and maps, based on the reports prepared under Task 3. Goals and policies will aim to minimize risk associated with potential hazards and build capacity to respond to long-term stress and short-term disruptions associated with hazard events, working towards creating a resilient, sustainable Pacific Grove community:

- Natural Hazards
- Evacuation Routes and Capacity
- Emergency Response and Emergency Preparedness
- Fire, Police, and EMS
- Hazardous Materials
- Noise
- Personal Safety
- Climate Change



Greenhouse Gas Reduction

Rincon will weave into the Land Use and Urban Design, Transportation, and Health and Safety Elements policies and programs that seek to reduce greenhouse gases within the community. We will prepare up to 3 strategies per emission sector (i.e., transportation, water, wastewater, energy, buildings, carbon sequestration, solid waste). In recognition of the City Council's recent commitment to prepare a Climate Action and Adaptation Plan, we have proposed an optional task to prepare a CAAP (see Optional Task B).

The Rincon team will address edits from one round of review on the Administrative Draft General Plan based on feedback from City staff. Comments from City staff shall be made as a single consolidated set of comments in Microsoft Word tracked changes. The Rincon team also anticipates sharing initial draft policies with the GPTAG organized around key policy areas.

5.2 Second Administrative and Public Draft General Plan

Rincon will prepare a Second Administrative Draft General Plan based on comments provided by City staff and the GPTAG on the First Administrative Draft. We assume one round of comments, including editorial and formatting edits for the Second Administrative Draft. We assume that the second administrative draft will require only minor revisions. If significant revisions are required, Rincon will work with City staff to mutually agree on adjustments to Rincon's scope and fee to address revisions. The Public Draft General Plan will then be presented to the Planning Commission and City Council as either individual or joint study sessions (see Task 9) and made available for review by the public.

Rincon will submit the Health and Safety Element for CAL FIRE review and address one round of comments from CAL FIRE. Rincon will submit the Final Safety Element for the Board of Forestry and Wildfire Protection review in keeping with AB 3065 to issue a recommendation prior to the City Council's adoption hearing date. Rincon would attend one meeting with CAL FIRE and would attend the Board of Forestry and Wildfire Protection hearing.

A final public hearing draft of the General Plan will be prepared following public review. This scope assumes only minor revisions to the public hearing draft. If significant revisions are required, Rincon will work with City staff to mutually agree on adjustments to Rincon's scope and fee to address revisions.

Deliverables

- First and Second Administrative Draft General Plan
- Health and Safety Element submittal to CAL FIRE (up to two rounds of review)
- Health and Safety Element final submittal to Board of Forestry and Wildfire Protection
- Attendance at one meeting with CAL FIRE
- Attendance at one board meeting with the Board of Forestry and Wildfire Protection
- Public Draft General Plan
- Public Hearing Draft General Plan

Task 6 Zoning Ordinance Amendments

Implementation is a critical part of the planning process and establishes a clear framework for project applicants and development. The full scope of the zoning ordinance amendments will be subject to final programs identified in the 6th Cycle Housing Element Update. Therefore, our approach includes an initial step to assess zoning consistency with the 6th Cycle Housing Element and the General Plan. This will ensure we create a clear road map of zoning amendments needed to ensure internal consistency with the Housing Element and General Plan. In addition, Rincon's full-service GIS team is available to support the City's needs for GIS data management and mapping needs. Our scope includes the necessary zoning map updates, but Rincon can support any additional GIS needs that might arise, including coordinating updates to the City's public parcel viewer or other such services that would ensure the City is fully supported with their zoning implementation tools.

6.1 6th Cycle Housing Element + General Plan Zoning Consistency Memo

Following review of the draft 6th Cycle Housing Element and in conjunction with preparation of the Administrative Draft Land Use Element, Rincon will prepare a list of zoning ordinance sections that will need to be amended to maintain consistency with the updated Housing Element programs and identified Land Use Element updates.

Changes to the zoning ordinance will need to address any revisions to development standards of residential zones or any re-zoning that is required to accommodate the City's RHNA allocation. Rincon will prepare a list of municipal code sections that will need to be amended to maintain consistency with the updated Housing Element programs and identified General Plan land use amendments. The results of this task may require additional municipal code amendments be included in Task 7.

6.2 Administrative and Public Review Zoning Map Updates

Rincon will evaluate the extent to which the proposed General Plan and the 6th Cycle Housing Element programs are in conformance with the existing zoning maps. We will examine zone classifications at the parcel level using GIS, comparing it to the proposed land use classifications to evaluate the plan's consistency with the current zoning. Based on this evaluation, Rincon will identify potential changes to the City zoning map to achieve greater consistency with the proposed General Plan and 6th Cycle Housing Element Update.

Deliverables

- 6th Cycle Housing Element + General Plan Zoning Consistency Memo
- Administrative Draft Zoning Map (ArcGIS Online and PDF)
- Public Draft Zoning Map (ArcGIS Online and PDF)

Task 7 Objective Development and Design Standards

As part of ODDS development, the Rincon team will fine-tune the understanding of place-types and the community character by cataloguing prevalent building types and architectural characteristics. We will illustrate key concepts, alternatives, and recommendations using diagrams, photographs, and photo simulations. For example, we will show different ways that buildings can relate to streets, and how building stepbacks can mitigate the visual effects of taller buildings. WRT will use a range of visualization tools such as – 2D maps and diagrams, 3D massing studies and perspective views, to communicate community design concepts and infill solutions in the final document, and for community engagement.

WRT and Rincon recognize that the ODDS are a vital tool for implementing the City's policies and the community's vision for its future, in the course of conforming to State laws that require a ministerial path for multi-family and ADU projects. State law strictly limits evaluation of proposed projects to benchmarks knowable by both the development applicant and public official in advance and free from subjective interpretation, except for narrow exceptions. Objective standards are needed to address building and site design, and other requirements for zoning approvals such as grading.

The ODDS process offers an opportunity to ensure the regulations are clear, consistent, unambiguous, and easily administered. The Rincon team will retain and build on existing objective standards while interpreting and codify subjective provisions. ODDS must also address community character issues in advance of development proposals. In consultation with community members, we will develop context-oriented standards by defining Pacific Grove's place types and, for each place type, prescribing character- defining attributes.

7.1 ODDS Initiation and Issue Identification

WRT will initiate the ODDS through a review of relevant regulations, guidelines, and policies found in the Pacific Grove Municipal Code (PGMC), Forest Hill Specific Plan, current General Plan, draft General Plan Update, draft Housing Element, Pacific Grove's Historic Context Statement, and its Architectural Review

Guidelines for Single-Family Residences. The result of this review will include an outline of topics to be considered as part of the ODDS.

WRT and Rincon will hold a virtual kick-off meeting for the ODDS process with City staff to review and discuss roles and responsibilities, key objectives or challenges, the outline of relevant regulations, project precedents, any additional outreach or engagement strategies, and conduct a virtual tour of effected districts (as needed), and draft planning principles. City staff will be responsible for inviting key staff members. This meeting is separate from the Project Management and Coordination meetings as it may include different departments and will require a more focused discussion.

WRT will conduct a variety of engagement activities to inform the ODDS, including participation in stakeholder interviews and the development of a community survey described and budgeted in Task 2.

In addition to these activities, WRT anticipates working with the GPTAG to also support the ODDS process. The GPTAG will review interim deliverables and guide development of the ODDS. The Rincon team recommends that during selection of the GPTAG members in Task 2.4 that members include representatives that can support informed contributions to the ODDS process including (but not limited to) the Planning Commission, Architectural Review Board, Historic Resources Committee, Site Development Committee, local architects and developers, and City departments. This group could include the full GPTAG or could be a subcommittee of GPTAG members that meets to advise on the ODDS. This scope anticipates covering ODDS in up to three meetings with the GPTAG (described and budgeted in Task 2) and is anticipated to include the following topics:

- **Meeting #1 – ODDS Orientation and Issue Identification.** WRT and Rincon will provide an overview of project objectives, zoning, how zoning and housing elements work together, State housing law basics, ODDS benefits and challenges, an overview of General Plan policies (current and under consideration) pertaining to ODDS. Working with City staff, will present recent multifamily project precedents. After discussion, WRT will provide building types and key questions. WRT will provide a high-level summary and record GPTAG-member concerns and perspectives on key questions.
- **Meeting #2 and #3 – ODDS development.** WRT will prepare for and facilitate at up to two GPTAG meetings to consider remaining issues of concern, such as translating subjective provisions, to fine-tune character-based standards to align with Pacific Grove, and other issues that emerge during GPTAG engagement. We will illustrate issues using photographs, diagrams, and sketches.

To advance issue identification, WRT will determine which standards, guidelines, and procedures are objective (independently verifiable) and which are subjective guidelines (open to interpretation). To compare standards across districts, tables will summarize allowable uses, building envelope (setbacks, stepbacks, and height), residential density, floor area ratios, and parking ratios. We will also distinguish between subjective guidelines that be easily rewritten to be objective, versus subjective guidelines that require interpretation by City staff or decision-making body.

Additionally, to connect ODDS to Pacific Grove's character, WRT will refine the place type map and definitions developed in the ECBR, to consider historic periods for each place type as described in Pacific Grove's Historic Context Statement. For four identified place types, WRT will catalogue representative building types using photographs and narrative. WRT will consider architectural characteristics, such as: setback/build-to lines, massing cadence and modulation, materials and color, fenestration and entry patterns, cornice lines, and roof form. A range of residential only, mixed-use, and accessory building types will be considered. To inform how we might organize contextual design standards, we will compare place type locations and attributes to zoning district locations and requirements.





Finally, WRT will review up to eight recent precedents for multi-family projects. City staff will be responsible for gathering representative precedent drawings and programmatic summaries. WRT will summarize the most relevant information, such as density and typical floor plans. Context-sensitive design solutions will be documented. This information will be summarized in a Power Point presentation.

7.2 ODDS Development

Based on knowledge of community member and decision maker preferences, City staff will meet virtually with WRT to decide which subjective provisions should be carried forward and which can be removed. For those carried forward, we will determine which should be addressed by WRT using professional judgment and which need to be referred to decision making bodies. We will organize discussions by distilling subjective provisions from the catalogue of existing provisions.

Subsequently, WRT will develop a detailed outline to describe how standards might be organized in the PG Municipal Code (PGMC) and Forest Hill Specific Plan. The organization of the PGMC will be maintained, while integrating form-based standards to promote development that is context-sensitive. To tailor our recommendations to Pacific Grove, we will meet with City staff to consider options for organizing information. We propose to keep allowable use and building envelope standards in existing district-specific sections, while creating new chapter(s) to address building and site design. The outline will build on prior tasks, such as noting where objective standards exist and where subjective guidelines will need to be interpreted.

Key standards to be addressed include the following:

- District-Specific Standards
- Building Design Standards
- Architectural Styles (optional)
- Site Design Standards
- Public Right-of-Way Improvements by Developers
- Subdivision Standards
- Signs

- Parking and Transportation Demand Management (TDM) supported by Kimley-Horn
- Green Buildings
- Definitions

While ultimately PGMC standards and Specific Plan standards will reside in separate documents, we propose to develop both sets of standards in parallel and according to the functional groupings above. This will encourage consistency and identify ways to consolidate some provisions within the PGMC. We will issue drafts for one or more groupings incrementally and will meet with staff after they have had an opportunity to review. As we develop ODDS, we will list remaining issues of concern.

7.3 Administrative and Public Review Draft

The administrative draft will address staff comments to prior drafts, GPTAG input, and direction from decision-makers. The administrative draft is for review by project staff, the City Attorney, public works department, and other interested departments. For orderly review, we propose that an administrative draft for Municipal Code ODDS be issued ahead of a separate draft of Specific Plan ODDS (that will contain references to the Municipal Code). Specific Plan ODDS will be presented “stand-alone” and we will not engage other changes to the Specific Plan. For the Administrative Draft, graphics will be provided as a separate attachment. City staff will be responsible for providing our team with a single consistent set of comments.



The Public Review Draft will address all City comments and provide for an additional round of review by City staff in Word format. Subsequently, WRT will develop an InDesign template for the public review draft. We will provide a draft depicting typical page compositions, font and line spacing characteristics, and cover. The template will be refined after staff review.

Administrative Draft

After edits are received in Word, WRT address edits and layout text and graphics in InDesign. After careful internal review, we will provide City staff with a administrative draft to provide the City with a final opportunity for revision.

Public Review Draft Document

WRT will make final refinements. The public review draft will be provided in two PDF files (for viewing on web and for printing). Word, InDesign, and image files will also be provided.

Deliverables

- ODDS document review outline of relevant regulations, guidelines and policies
- ODDS kick-off meeting, materials, and meeting notes
- Summary Memorandum including color coded catalogue of existing objective and subjective provisions
- Place Type Map including catalogue of building types and architectural characteristics
- PowerPoint summary of multi-family precedents
- ODDS proposed subjective standards interpretation memo
- ODDS detailed outline of standards and options

- ODDS draft standards
- In-Design layout template for the ODDS
- Administrative and Public Review Draft ODDS

Task 8 Climate Action and Adaptation Plan

The City Council took a major step towards preparing a Climate Action and Adaptation Plan (CAAP) when it unanimously supported the CAAP Concept Review in November 2022. As a member of the U.S. Conference of Mayors' Climate Protection Agreement, a CAAP will provide the City with a formal set of strategic and actionable goals that build from the City's existing climate action projects. We understand that the City is interested in developing a CAAP that will include a greenhouse gas (GHG) inventory, specific GHG emission reduction targets, and climate actions (e.g., transportation, energy, community outreach) designed to meet the identified targets. The CAAP will also build from existing vulnerability assessments and adaptation plans (e.g., City of Pacific Grove Climate Change Vulnerability Assessment, Shoreline Management Plan) to establish specific climate adaptation and restoration actions that will collectively advance equity, resiliency, sustainable ecosystems, and cultural preservation across the City.

Rincon has developed the scope of work below that will allow the City to accomplish these objectives through the development of a CAAP.

8.1 CAAP Kickoff Meeting and Monthly Meetings

High-quality project management during each task is an integral component related to the success of the overall General Plan update. This task includes the management of the CAAP, including a kickoff meeting and monthly check-in meetings. The kick-off meeting will serve as an opportunity to identify key stakeholders to engage as part of the community engagement strategy for the CAAP and data needs, project expectations, and goals and potential challenges for the CAAP. Rincon will also convene regular monthly check-in meetings to keep the CAAP aspect of the project on task, budget, and schedule.

Assumptions

- Rincon will host a (one-hour) virtual kick-off meeting, attended by the Rincon CAAP Task Lead, CAAP Principal-in-charge, Resilience and Equity Lead, and the overall General Plan Update Project Manager.
- Monthly project meetings will be one-hour in length, held virtually, and attended by Rincon's CAAP Task Lead. The CAAP Principal-in-charge, Resilience and Equity Lead, or climate analysts will attend as necessary based on the phase of the project.
- The project management was established based on the assumed CAAP portion of the project schedule (18 months). Thus, additional time and budget will be required if the project schedule is extended by the City.

Deliverables

- Virtual kick-off meeting
- Monthly coordination calls and related meeting agendas/minutes

8.2 Existing Measure Analysis and Success Tracking

The Rincon Team will begin reviewing relevant City documents and begin preparation of our Measure Analysis and Success Tracking (MAST) tool, which will summarize and grade the success of, as well as identifies hurdles to, the City's existing climate mitigation and adaptation policies and programs. The MAST tool will inform the development of the CAAP measures. The MAST tool allows the consultant team to familiarize themselves with the previous and ongoing work within the City related to reducing GHG emissions and increasing resilience to better inform the development of new measures and actions.

After populating the MAST tool with existing policies and programs, and qualitative criteria developed by the consultant team and approved by the City, the tool will be provided to the City to evaluate the status and impact of each policy and program. The MAST tool includes a drop-down menu to easily select the status of the measures as either completed, underway, or not yet started. Other drop-down menus include the qualitative evaluation criteria that allow for ranking effectiveness of the policies and programs, including clear metrics, responsible parties, and identified funding. This process allows both the consulting team and City to gain insights into hurdles to implementation, be it funding, staff time, or other items, that we can focus on overcoming during the CAAP update process. Rincon intends to review the following plans and programs/policies:

- Monterey County Multi-jurisdictional Hazard Mitigation Plan (i.e., Volume 1 and the City of Pacific Grove's Annex in Volume 2)(2022)
- Coastal Wildlife Protection Advisory Committee's Recommendations to Mitigate Identified Threats to Coastal Wildlife (2021)
- Shoreline Management Plan (2020)
- Climate Change Vulnerability Assessment (2015)
- General Plan – Health and Safety (1994)
- General Plan – Transportation (1994)
- Pacific Grove Highway 68 Study (2016)
- PG&E LED Streetlight Upgrade Program (2018)
- Leaf Blowers – Restrictions on Use in the Pacific Grove Municipal Code (2021)
- Reduction of Single-Use Plastic and Paper Carryout Bags in the Pacific Grove Municipal Code (2015)
- Sustainability Best Practice Activities (2020)
- Trees and the Urban Forest in the Pacific Grove Municipal Code (updating 2022)
- Urban Greening Plan (2016)
- Landscape Guidelines & Plant Palette (2016)
- Urban Tree Canopy Assessment (2015)
- Local Water Project
- RainScape Rebate Program
- American Water Company (Cal-Am) Annual Water Quality Reports
- Cal-Am Water Conservation Programs

Rincon proposes to provide this analysis along with a summary presentation of key findings as part of a technical memorandum.

Assumptions

- City will provide relevant data and background documents for review
- City will identify status of each policy and program included in the MAST Tool

Deliverables

- MAST Tool

- MAST Tool Key Findings Memorandum

8.3 GHG Inventories, Forecast and Targets

Rincon is an expert in GHG emission inventories, forecasts, and the importance of defensible and consistent methodologies in the generation of a qualified GHG Reduction Plan. Rincon's team includes CARB Accredited GHG Verifiers for the State's CAP and Trade program who have completed GHG inventories, forecasts, and third-party verifications for clients across the State. We are also very familiar with AMBAG's approach to developing GHG inventories and have reviewed developed multiple CAPs based on the Inventories developed as part of the Energy Watch program. As part of this work scope, Rincon will review all of the available AMBAG inventories for 2005, 2009, 2010, 2015, and 2018. As part of our analysis, we will review all of the inventory data for completeness and accuracy and ensure that the GHG emission inventories utilize accurate emission factors and consistent methodologies. Based on past experience working with AMBAG's inventories, we are aware of existing discrepancies in their data that we would fix to provide a more accurate depiction of emissions for Pacific Grove. Should we discover anomalies not already anticipated, additional fixes will be charged on a time and materials basis in keeping with our Fee Schedule (see Section 5). Rincon will work with the City to collect the required data for the GHG inventory updates. Rincon assumes all required data will be provided by the City in excel format with linked calculations. Once all data has been reviewed, Rincon will submit a draft data evaluation form with any suggested updates to the inventories.

After receiving feedback from the City, Rincon will update the data and calculations as necessary and submit a final data evaluation form as well as all supporting calculations in a transparent excel based format.

From the updated GHG emissions inventories, Rincon will develop a GHG emissions forecast for the City. The forecast will include both a business-as-usual (BAU) and a legislative-adjusted (Adjusted) forecast scenario. The BAU forecast will be based on the most recent updated GHG emissions inventory and expected growth utilizing the population, housing, and job projections in line with the focused General Plan update, as well as the VMT calculations that Kimley-Horn will complete consistent with the update to the Transportation Element as part of Task 4.1.2 Alternatives Analysis. The Adjusted forecast will include state and federal legislative adjustments such as Low Carbon Fuel Standard, Pavley Clean Car Standards, SB 1020 renewables portfolio standard, Title 24, and transportation legislation affecting electric vehicle adoption and tailpipe emissions. From the forecast, Rincon will develop the minimum GHG reduction targets to be consistent with SB 32 and AB 1279. Rincon will provide a memorandum summarizing the GHG emission forecast and GHG reduction targets, including options for target setting such as per capita targets.

Deliverables

- Data Request
- Draft Data Evaluation Memorandum
- Final Data Evaluation Memorandum
- Updated Inventory (Excel)
- Final Forecast and Targets (Excel)
- Final Forecast and Targets Memorandum

8.4 Draft and Final CAAP Strategy Selection

Once the provisional GHG emission reduction targets have been established, Rincon will shift to developing specific measures that will allow the City to reach these targets, adapt to climate change, and advance climate restoration. We will leverage our existing climate action and adaptation planning toolkit to conduct this analysis. To support this process, Rincon has developed a suite of tools and assessment strategies to support what we have found to be the most critical portion of the work plan.

8.4.1 Draft CAAP Strategy Selection

During this phase, the Project team will draw on our experience developing CAAPs and adaptation plans for other neighboring communities like Santa Cruz, Carmel by the Sea, County of Santa Cruz, and County of

Santa Barbara. Drawing on the collective outputs of the MAST Tool, GHG inventory, forecast, climate vulnerability assessment prepared as part of Focused General Plan Update Task 3.6.1, and feedback from the community and stakeholders as part of Task 2 Community Engagement, the Rincon Team will identify and recommend strategies which will have the greatest positive impact on GHG emissions, climate resilience, and climate restoration citywide.

We have leveraged our past CAAP development and implementation experience to identify key measures that will allow the City to make substantial progress towards GHG reductions and increase climate resilience and restoration. These include:

- Carbon free electricity procurement
- New and existing building electrification
- VMT reduction through transit and active transportation
- Electric vehicles
- Organics diversion
- Carbon sequestration
- Emergency evacuation preparedness
- Climate resilience hubs
- Holistic healthy home retrofits

These strategies have emerged as critical in the achievement of nearly all GHG reduction goals.

Rincon will begin with these strategies and develop our in-house Scenario Planning and Reduction Quantification (SPARQ) tool. The SPARQ tool will allow Rincon and the City to quickly iterate on potential levels of implementation for each of the above strategies to find a level of implementation that will allow the City to meet its long term GHG reduction targets.

8.4.2 Scenario-Planning for CAAP GHG Reduction Strategies

Once the key strategies and level of reduction required in each sector is identified, Rincon will begin developing a suite of actions that can be implemented to achieve the required reductions. The development of actions is the most complex portion of the work scope, requiring a careful balance between stakeholder feedback, cost-effectiveness, progression, and feasibility. To aid in this process, Rincon has developed the following frameworks.

Equity Guardrails

Rincon worked with the numerous cities, such as Santa Cruz and Berkeley, to develop equity guardrail framework to assure equity analysis of all measures and actions and promote holistic implementation. This framework requires collaboration with the community and stakeholders to identify the core impacts on equity that may be seen due to the implementation of GHG reduction and adaptation actions. Issues like increased costs, inequitable access to benefits, displacement, and others have been identified in other communities. These concerns are then distilled into four or five equity guardrails that then serve as requirements against which GHG reduction and adaptation actions are analyzed against. The equity guardrails approach helps to ensure equity is included throughout the CAAP update in a transparent and holistic way.

Key Pillars to Successful Climate Action and Adaptation

Rincon has also developed several key pillars for which each strategy must address in order to have the highest chance of being implemented. The key pillars include:

- **Education:** engage and empower residents
- **Structural Change:** set institutional and policy framework to support proposed changes
- **Associated GHG Reductions:** target emissions reductions for long-term sustainability and short-term air quality improvements

- **Address Key Vulnerabilities:** targets climate adaptation strategies for the community members and natural and built assets most at-risk to climate change
- **Equity:** ensure inclusive participation in decision making and equitable distribution of benefits across the community
- **Connectivity:** promote access to community groups and resources that are best positioned to lead implementation actions
- **Economical:** cost-effective efforts that benefit resilience and sustainability

Every measure identified for the City should strive to have an action that aligns with each of the key pillars to maximize the implementation of the CAAP.

Community Feedback

The community feedback solicited as part of Task 2 Community Engagement will be used to inform the development of the goals, measures and actions for the CAAP. It will also identify community partners that will assist with the City's implementation of the CAAP.

8.4.3 Updated Measures and Action List

Based on the criteria above, Rincon will develop a draft list of GHG reduction measures and actions that will align with the City's GHG reduction targets for 2030 and 2045, as well as measures and actions addressing climate adaptation and climate restoration. Rincon assumes this list of actions will go through one round of City staff and CAAP task force review (a task force identified in the CAAP Concept Review) before being shared with the Beautification and Natural Resources Commission, and then the community and other key stakeholders. To facilitate input from City departments, Rincon will host up to two interdepartmental meetings in a virtual setting to discuss the measures and action list. Rincon will also attend a Beautification and Natural Resources Commission meeting to present the Measures and Action List for discussion and input. Once comments are received from the identified stakeholders, Rincon will assess any policy or program gaps and identify additional opportunities for emission reductions and climate resilience and conduct an in-depth analysis of each strategy to quantify the GHG reduction, co-benefits, approximate implementation costs, and potential funding sources. This will also include the recommended City involvement (e.g., role, department lead), linkages to existing City plans, codes, or activities, and the identification of stakeholders and partners essential to the successful implementation. Once the initial analysis is completed, we will work with the City to refine and prioritize the emission reduction, climate adaptation, and climate restoration measures and use them to develop the Draft CAAP. The CAAP will need to be flexible to enable the City to respond to changes in state and federal GHG and resilience policy, the introduction of new technologies, and changes in energy supply, among others.

Rincon will provide suggestions on the final list of strategies and the associated metrics of success including a timeline and actionable steps. However, using our quantification and scenario-planning tools, the City will have the ability to fine-tune these suggestions and settle on a list that can be feasibly implemented but also achieve the desired results of overall GHG reduction and support of regional stakeholder initiatives.

Assumptions

- Rincon has budgeted for receipt of one set of consolidated City departmental and CAAP task force comments on the draft measures and action list. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- The City will select measures and actions that can be supported by substantial evidence to achieve their goals.
- Rincon has budgeted for the time it takes to incorporate edits from one round of community feedback, including input from the Beautification and Natural Resources Commission, on the draft measures and actions, which would be received via workshops associated with Task 2 of the Focused General Plan Update.
- Rincon anticipates that the targets will be consistent with current state recommendations, including SB 32 and AB 1279.

- City interdepartmental meetings to solicit input from City departments will be held virtually and be up to one hour each
- Rincon will attend the Beautification and Natural Resources Commission remotely, assuming the meeting will be up to two hours in length

Deliverables

- Analysis of CAAP Strategies/Measures Scenarios
- Measure Quantification Spreadsheet
- Draft List of CAAP Strategies
- Public Draft CAAP Strategies
- Final List of CAAP Strategies
- Attendance of CAAP Task Lead at two City interdepartmental meetings
- Attendance of CAAP Task Lead at one Beautification and Natural Resources Commission meeting

8.5 Measure Technical Appendix

The CEQA Guidelines Section 15183.5(b) establishes criteria to guide the preparation of a “plan for the reduction of greenhouse gas emissions.” Subsection (D) notes that a CEQA Guideline-consistent GHG reduction plan must include, “measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level.” Thus, the primary distinction between a qualified CAAP and one that isn’t considered qualified is the level of substantial evidence that clearly demonstrates that the GHG reduction claimed in the CAAP is achievable. This technical appendix would clearly detail all the evidence to demonstrate that the measures and actions included in the Pacific Grove CAAP can achieve the City’s emission reduction targets for 2030. The GHG reductions from the specific measures would be calculated using published third-party evidence provided through controlled investigations, studies, and articles carried out by qualified experts that establish the effectiveness for measures and actions. The appendix will clearly display the estimates and work through the underlying calculations that would be provided in this report would include the substantial evidence and a transparent approach to achieving the City’s GHG emissions reduction target. Rincon would complete the draft and provide it to the City for review and then address one set of consolidated comments on the document. After the comments are addressed, a finalized version would be provided to the City for inclusion in the Final CAAP.

Assumptions

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (Section 4).

Deliverables

- Draft and Final Qualified CAAP Technical Appendix

8.6 Implementation and Monitoring Plan

To facilitate implementation and monitoring of the CAAP, Rincon will develop an Implementation Plan that provides a summary of each of the measures, implementation timeframe, KPIs, and lead department, in a tabular format. In addition, the Implementation Plan will provide a column for the lead department to take notes and track progress over time. Designing a comprehensive, yet succinct Implementation Plan in the CAAP will provide the City with a tracking mechanism that can be used overtime as progress is made on individual measures and be updated in future iterations of the CAAP, as necessary, to help guide the City on the way to achieving the long-term goals. It is anticipated that the Implementation Plan will be completed in either Microsoft Word or Excel, depending on the preference of the City, and will integrate all the GHG emissions reduction and adaptation measures.

Assumptions

- Upon finalization of the GHG emissions reduction and adaptation measures, Rincon will complete an Implementation Plan that can be used by the City to track progress implementing measures over time.
- Implementation Plan will be included in the CAAP.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule

Deliverables

- Draft and Final Implementation Plan (Excel)

8.7 Develop Draft and Final Climate Action and Adaptation Plan

Once a complete list of measures is reviewed and approved and community and stakeholder feedback has been incorporated, Rincon will begin work on a draft CAAP. Rincon proposes to develop a user friendly and readable CAAP which leverages infographics, photos, and other visuals whenever possible and leaves all technical documentation to the appendix. To maintain cost efficiencies, the CAAP will be prepared in word format, and will be appended to the Focused General Plan Update. The CAAP will include both near-term and long-term reduction measures. The CAAP will also set key performance indicators (KPI) which will help define a successful implementation of the CAAP strategy as well as measure progress over time.

One of the greatest challenges of designing a climate action and adaptation planning document format is the simultaneous need for both clarity and complexity. The document needs to be easily accessible to a wide range of stakeholders, while also containing detailed analysis, data, and specific actions. To solve this problem, the consultant team proposes to:

- Create a virtual Executive Summary which will contain interactive elements as well as infographics, photos, and high-level goals and projects associated with the CAAP.
- The main CAAP document will also be visually driven, but also include the robust text necessary for a clear, implementable, and defensible CAAP.
- The third document is the technical appendix which will include a highly transparent review of the data, methodologies, and assumptions that went into the development of the forecast and measure quantification.

Throughout the CAAP development process Rincon will work to find synergies between adaptation and mitigation measures. Many actions including electrification, urban greening, and local energy and water use can help reduce GHG emissions and make Pacific Grove more resilient to climate impacts. Within the CAAP we will work to tie these benefits together to provide an integrated plan that maximizes co-benefits

Together, these documents will provide actionable next steps and a long-term strategic framework for the City of Pacific Grove to reach their GHG reduction targets and climate resilience goals.

The team will prepare a comprehensive plan that will be consistent with the State Attorney General's recommendations and the CEQA Guidelines' definition of a "Qualified Greenhouse Gas Reduction Strategy" (Section 15183.5). The CAAP will also align with the City's existing policies. The plan will provide a framework that reimagines the current systems – built, natural, and behavioral – as ones that are interconnected and mutually beneficial. The plan will also integrate measures that improve quality of life, build prosperity, and enhance community resilience. Specifically, the CAAP will:

- Clearly explain the community's climate challenges, and the challenges and opportunities it faces in meeting more ambitious climate adaptation and GHG reduction goals
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies, and plans with the community's goals

- Establish a set of cohesive and specific sustainability strategies, implementation plans, and metrics for regional and state strategies and initiatives
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefit
- Be optimized for online viewing on the City's website In accordance with current requirements for public agencies, the CAAP will also be Section 508 compliant. The Americans with Disabilities Act of 1990 (ADA) Title II and California Government Code 7405 require all government public entities to make their digital content accessible prior to posting content online for public viewing. Essentially, any local body that is offering public services on behalf of the government must make their digital content accessible to people with disabilities.

Rincon understands the accessibility requirements and the impact such requirements have on governmental entities. While immediate overall compliance of an entity's web-based materials may be cost prohibitive, step-by-step progression towards compliance is viewed affirmatively by the California Department of Justice and the California Governor's Office. To meet our public clients' accessibility goals, Rincon will provide Document Accessibility Remediation as part of Task 10.3.

Assumptions

- Edits to the draft measures and actions after they have been approved by the City requires substantive edits to the measures calculations, technical appendix and CAAP document. Therefore, if edits are requested after the measures calculations, technical appendix and CAAP document have been initiated, revisions will be completed on a time and materials basis in accordance with our standard fee schedule.
- All comments on the First Administrative Draft CAAP will be provided to Rincon in one consolidated set from the City and CAAP Task Force.
- Response to comment of up to five substantive public comment letters and emails on the Public Draft CAAP.
- No hard copies will be provided.

Deliverables

- First Administrative Draft CAAP (Word)
- Second Administrative Draft CAAP (Word)
- Public Draft CAAP (PDF)
- Final CAAP (PDF)
- Draft Website/Executive Summary
- Final Website/Executive Summary

8.7 CEQA GHG Streamlining Checklist

Rincon will create a project-streamlining CEQA GHG Checklist that will allow project-level developments within the City to tier from the programmatic CAAP CEQA analysis (prepared under Task 9, CEQA Analysis) for project/plan-level GHG emissions analyses in order to demonstrate consistency with the State reduction targets and CEQA Guidelines. Rincon has completed some of the first GHG checklists in California, and we will leverage our deep bench of in-house environmental planners to ensure consistency with CEQA Guidelines Section 15183.5. Upon receipt of one set of consolidated vetted comments on the Draft CEQA GHG Checklist from the City, Rincon will address comments and prepare and submit tracked and clean versions of the Final CEQA GHG Checklist to the City.

Assumptions

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (Section 4).

Deliverables

- Draft City CEQA GHG Checklist (one electronic copy)
- Final City CEQA GHG Checklist (one electronic copy)

8.8 CEQA GHG Thresholds

In addition, if the City proceeds with development of CEQA GHG thresholds, we would include assessment of the thresholds as part of the programmatic EIR to confirm that appropriate CEQA review of the updated thresholds occurs as part of the process and in an efficient manner. This would be done in conjunction with preparation of the programmatic CAAP CEQA analysis (prepared under Task 9, CEQA Analysis). While it is anticipated that the CEQA GHG thresholds would result in minimal environmental impacts, inclusion as part of the programmatic CAP CEQA analysis means that the thresholds are adequately analyzed under CEQA and adopted via a public review process.

Overall, development of CEQA GHG thresholds would specifically assist with defensibility of future CEQA GHG analyses consistent with CEQA Guidelines Section 15064.7(b) by:

1. Providing a basis of scientific and factual data (e.g., City GHG inventory, forecast, and targets);
2. Providing a threshold under which a project or plan's impacts would be considered less than significant;
3. Being supported by substantial evidence; and
4. Being developed and adopted via a public review process.

The locally appropriate CEQA GHG efficiency threshold will also be created to comply with the State CEQA Guidelines and interpretative GHG case law such as *Center for Biological Diversity v. California Department of Fish and Wildlife and Newhall Land and Farming* (2015) 224 Cal.App.4th 1105, *Save Cuyama Valley v. County of Santa Barbara* (2013) 213 Cal. App.4th 1059, 1068, and *Golden Door Properties, LLC v. County of San Diego/Sierra Club, LLC v. County of San Diego* (2018) 27 Cal.App.5th 892, regarding the correlation between State and local conditions.

After developing the CEQA GHG thresholds, Rincon will prepare a concise guidance document for use by City staff in evaluating submitted CEQA GHG emissions analyses and by applicants in preparing CEQA GHG emissions analyses. The guidance document will detail a defensible approach for evaluating GHG emissions impacts in analyses prepared pursuant to CEQA. The document will also provide substantial evidence of the methodology's consideration of Statewide GHG direction provided by the California Air Pollution Control Officers Association (CAPCOA), CARB, and OPR as well as recent relevant case law.

The guidance document will include the following sections:

1. Regulatory setting
2. Summary of the City CAP Update
3. Detailed expectations of GHG analyses for use in CEQA documents
4. Methodologies for quantifying GHG emissions from land use development projects and how to include GHG emission reductions associated with the CAP and from State legislation
5. Calculation of a locally appropriate service population threshold that aligns with the State
6. 2030 target, the CARB 2017 Climate Change Scoping Plan, recent court rulings, and land uses within the City
7. List of potential measures and design features that can reduce GHG emissions from land use projects and how to calculate their effects on project or plan emissions

Deliverables

- Draft CEQA GHG Thresholds and Guidance Report (one electronic copy)
- Final CEQA GHG Thresholds and Guidance Report (one electronic copy)
- Adding assessment of the CEQA GHG Thresholds to the overall EIR (see Task 9, CEQA Analysis)

Task 9 CEQA Analysis (Program EIR)

The CEQA document will be a Program EIR pursuant to State CEQA Guidelines Section 15168. Although the legally required contents of a Program EIR are technically the same as those of a Project EIR, Program EIRs contain a broader discussion of impacts, alternatives, and mitigation measures than a Project EIR. Use of a Program EIR is intended to provide an opportunity to consider broad policy alternatives and program-wide mitigation measures with greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis. Once a Program EIR has been certified, subsequent activities under the program (in this case the General Plan) may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the Program EIR addresses the program's effects specifically and comprehensively, many subsequent activities may be found to be consistent with the Program EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15168 include). In this case, the Program EIR serves a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA.

We propose the preparation of a Program EIR pursuant to CEQA Guidelines Section 15168. The Program EIR will address all components of the General Plan and CAAP, with a focus on streamlining future projects within the city by including a broad discussion of impacts, alternatives, and mitigation measures. The Program EIR will consider broad policy alternatives and program-wide mitigation measures. Rincon also proposes to forgo preparation of an Initial Study in order to streamline the project timeline as it is already known that an EIR would be required. The EIR will encompass the City limits and the proposed Sphere of Influence surrounding the City.

9.1 CEQA Kickoff Meeting

Initiation of the CEQA process would occur once Task 5.1 is complete. Upon completion of the administrative draft General Plan, Rincon will facilitate a CEQA kickoff meeting with City staff. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. The goals of the meeting will be to finalize the CEQA scope (Task 9) and discuss refinements to the CEQA portion of the overall schedule.

The kickoff meeting will also allow the City/consultant team an opportunity to discuss the approach to the environmental evaluation and potential General Plan alternatives. Community concerns relevant to the CEQA analysis that have surfaced to date will be discussed. We will also have an opportunity to confirm the cumulative impact analysis approach. Rincon's principal in charge and project manager will attend the meeting virtually, which is anticipated to last up to 1.5 hours.



9.2 Notice of Preparation

Rincon will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP will include all required details including project description, location, dates of public review and dates/location of the public scoping meeting. Rincon will submit a draft NOP in Microsoft Word for City review. Upon receipt of one round of consolidated comments on the draft NOP, Rincon will prepare a final PDF copy of the NOP for City staff to post on its website and for distribution to public agencies. Rincon will prepare an NOP distribution list for the City to review. It is assumed that the City will be responsible for any direct mailing of hard copies of the NOP. Rincon will review and make suggestions regarding the list. Rincon will be responsible for filing the NOP with the State Clearinghouse/Office of Planning and Research and Monterey County Clerk.

The NOP and all correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR. A finalized scope for the Draft EIR will be defined after all comments on the NOP have been received. Because we anticipate that the General Plan EIR will address all issues on the environmental checklist, we do not propose to prepare an initial study.

9.3 Project Description

Rincon will prepare the EIR project description. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will focus on the overall boundary of the Planning Area. This section will include a description of the General Plan, focusing on characteristics relevant to the analysis (i.e., buildout projections, proposed land use changes), project objectives, and required permits and discretionary approvals. The project description will include textual, tabular, and up to six graphics to fully describe the program and form a basis for the environmental analysis. The project description will be submitted to the City in Microsoft Word format, and we will address one round of consolidated comments from the City. While General Plan policy wording may be modified during refinement of the General Plan, this CEQA scope assumes that the General Plan buildout projections and land use pattern will not change following City acceptance of the project description.

9.4 Scoping Meeting

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP review period to introduce the community and responsible agencies to the EIR process and obtain input on the EIR scope of work. All agencies and interested parties would be invited to attend the scoping meeting, and it is assumed that separate individual meetings would not be required. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP

comment period. Rincon will coordinate with the City regarding the City's preferred virtual platform or physical venue, which Rincon will organize. For the purposes of this scope, we have assumed the scoping meeting will be held in person, with virtual attendance as an option. Notice of the scoping meeting would be provided in the NOP.

9.5 AB 52 and SB 18 Consultation Assistance

Under AB 52 (California Government Code Section 21080.3.1[a]) and SB 18 (California Government Code Section 65352.3 and 65352.4), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the Plan Area, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an

AB 52 and SB 18 consultation list from the NAHC and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. At this time, NAHC list requests are being fulfilled within 6 to 10+ weeks.

After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30-day wait period for AB 52 is subsumed in the wait period for SB 18. This task includes Rincon participation at up to two virtual one-hour meetings with the City and Tribal governments.



9.6 Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements and based on the project description approved by City staff (completed under Task 9.3). Consistent with CEQA requirements, the EIR will be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of the General Plan need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible. The document will be a program EIR that considers the broad policy implications of the proposed General Plan. To that end, it will focus on the macro-level impacts associated with General Plan buildout and whether and how proposed General Plan policies address such impacts. Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the General Plan, including the Existing Conditions Analysis prepared as part of Task 3 and General Plan Alternatives prepared as part of Task 4. As necessary, we will conduct original research to augment existing information.

The ADEIR will comprise the following sections.

Executive Summary

The EIR will contain a summary of the General Plan and associated environmental consequences. This section will include the following:

- A discussion of the General Plan objectives;
- A brief description of the General Plan;
- A summary of the environmental setting for the Planning Area;
- A summary of impacts;
- A summary of mitigation measures (mitigating policies);
- A discussion of alternatives considered, and identification of the environmentally superior alternative among those studied; and
- Areas of controversy, and issues remaining to be resolved.

Introduction and Environmental Setting

These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the EIR, the scope and content of the EIR, a discussion of lead, responsible, and trustee agencies, and a synopsis of the General Plan process. The environmental setting will provide a general description of the existing geographic character of the City of Pacific Grove. The environmental setting will also contain a discussion of the approach to the cumulative impact analysis.

Project Description

The Project Description section will consist of the project description prepared in Task 9.3.

Analysis, Impacts, and Mitigation Measures

Each environmental discussion will include the following:

- Setting
- Impact analysis
- Mitigation measures
- Level of significance after mitigation

The discussion for each issue area will begin with the setting, which will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Sources will include documents and studies prepared in support of the General Plan, other relevant environmental documents prepared during the last five years, and data provided by the City.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where practicable, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question.

The EIR will provide a review of General Plan policies and measures and will suggest changes or updates to reduce environmental impacts where warranted. Modifications to proposed General Plan policies or inclusion of new policies to reduce or avoid identified environmental impacts will be prioritized over the inclusion of mitigation measures to reduce environmental impacts. However, if necessary, mitigation measures will be presented in wording that can be directly applied to conditions of approval and/or to updating the General Plan's policies and implementation programs as warranted.

Rincon's technical approach to analyzing each environmental issue is described below under, Proposed Approach to Technical Issues.

Alternatives Analysis

A range of alternatives will be considered in the ADEIR. CEQA Guidelines require consideration of the "No Project" Alternative. For purposes of this EIR, the No Project Alternative would be a continuation of the existing General Plan without any updates or additions. In addition to the No Project Alternative, Rincon will consider up to three (3) other alternatives (such as alternative land use scenarios), including at least one alternative land use scenario that will be developed during Task 4, as well as at least one alternative crafted in coordination with City staff to reduce identified significant and unavoidable impacts. It is assumed that buildout assumptions for each alternative will either be provided or approved by the City. Evaluation of alternatives will be in less detail than for the General Plan, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the ADEIR will identify the environmentally superior alternative among the remaining scenarios.



Cumulative Impacts

Consistent with Section 15130 of the CEQA Guidelines, cumulative impacts will be disclosed. These impacts would result from the program's impacts associated with full buildout of City under the proposed General Plan, combined with impacts of other projects and programs in the area, including surrounding jurisdictions'

General Plans. Cumulative projections in the area will be derived in consultation with the City. We propose to provide a summary of projections to inform the cumulative analysis.

Other CEQA Sections

This portion of the EIR will discuss the growth-inducing effects of the General Plan as well as significant irreversible changes associated with the proposed General Plan. Drawing on the information provided in the environmental setting and preceding issue discussion, the growth-inducing impacts will address the potential for the General Plan to directly induce economic growth and remove obstacles to growth in the area. The significant irreversible changes discussion will summarize the significant effects of the General Plan, particularly the unavoidably significant effects.



References

This portion of the EIR will provide full citations for all in-text citations provided within the EIR. This section will identify all supporting documents that were used during preparation of the EIR which are not included as appendices to the EIR itself.

The ADEIR will be submitted to the City in Microsoft Word format, for ease of review.

Proposed Approach to Technical Issues

The technical approach to analyzing each potential environmental issue is described herein. Approaches to the impact analysis for the Program EIR will be discussed with City staff and will be consistent with the assumptions and methodologies used in recent CEQA documents in the City of Pacific Grove to the extent possible. In general, the impact analysis will focus on the issues present in the Planning Area and likely to be affected or impacted by the Focused General Plan Update. It is anticipated that the components of the General Plan that would most likely result in environmental impacts include policies or programs that involve land use changes, increased buildout of all or portions of the city, increased development intensity, increased building height, or physical ground disturbance. Additionally, policies in the General Plan may also have beneficial environmental effects (i.e., those related to climate change, habitat preservation), and will be considered in the analysis of each topical area.

While all issue areas contained on the CEQA Guidelines Appendix G Checklist will be addressed in the EIR, based on a preliminary analysis of Important Farmland, Williamson Act lands, and mineral resource zones, we anticipate the following issue areas would likely be considered less than significant and therefore suggest that these issue areas be analyzed within a “Less than Significant” section of the EIR:

- Agriculture and Forestry Resources
- Mineral Resources

We anticipate that the following environmental issues will be addressed in the EIR as stand-alone EIR sections:

- | | |
|-----------------------------------|---------------------------------|
| • Aesthetics | • Land Use and Planning |
| • Air Quality | • Noise |
| • Biological Resources | • Population and Housing |
| • Cultural Resources | • Public Services |
| • Energy | • Recreation |
| • Geology and Soils | • Transportation |
| • Greenhouse Gas Emissions | • Tribal Cultural Resources |
| • Hazards and Hazardous Materials | • Utilities and Service Systems |
| • Hydrology and Water Quality | • Wildfire |



Aesthetics

Physical changes that could occur under the proposed General Plan would alter the aesthetic character of portions of Pacific Grove, which is anticipated to be an important issue to residents due to the city's unique location and historic character. The aesthetic analysis will consider new design standards that may result in the alteration of public views, changes in visual character, and increased light and glare that could result from modifications to the land use scenario. Specific design standards that will be considered in this analysis include those related to height, color, building materials, architectural style, setback requirements, open space requirements, and lighting features. Changes to allowable maximum building densities will also be considered. These modifications under the proposed General Plan will be compared to the existing General Plan design standards, building densities, and land use scenario. The analysis will be supported by

photo documentation of up to five key areas where future development, in particular land use changes influenced by the Housing Element Update, may be facilitated under the proposed General Plan. The analysis will also consider consistency with relevant City documents addressing design and development standards. Policy-based mitigation measures will be developed as necessary.



Air Quality and Greenhouse Gas Emissions

The air quality and GHG emissions analyses in the EIR will consider temporary construction and long-term operational emissions from the proposed General Plan buildout, as well as the mitigating features of the CAAP. The analysis will summarize the existing air quality conditions in the air basin using data from nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District (MBARD). The state of the climate and relevant federal, state, and local climate change regulations will be described, with GHGs identified as an area of primary concern. This section will summarize federal, state, and local standards and regulatory review requirements pertinent to air quality and GHG emissions, calculate General Plan buildout emissions of criteria pollutants and GHGs using the California Emissions Estimator Model (CalEEMod), And evaluate the significance of air quality and GHG impacts per the MBARD CEQA Air Quality Guidelines methodology for General Plans, Specific Plans, and Zoning Ordinances. Construction emissions will be addressed qualitatively. This section will also evaluate potential odor impacts through buildout of the General Plan, which is typically associated with wastewater treatment, manufacturing, and industrial-type land uses; evaluate localized air quality impacts from toxic air contaminant (TAC) to sensitive receptors (no detailed air dispersion modeling is proposed as part of this scope); evaluate the General Plan's compliance with applicable Air Quality Management Plans; evaluate the General Plan's compliance with applicable State and local GHG reduction plans, policies, and regulations; and develop mitigation measures for identified potentially significant air quality and GHG impacts.

Biological Resources

While the city does not contain large areas of open space or natural habitat, the city does contain a monarch butterfly sanctuary and open space areas along the western coastline, as well as several parks and vegetated areas that could provide habitat for special-status species. As part of the biological resources analysis, Rincon will collect regional background information on biological resources that could be affected by the Focused General Plan Update. The collected information will include database queries (CNDDDB, CNPS, USFWS IPaC), reviews of regional planning documents, and information provided by agency biologists. The scope of work does not include a reconnaissance site visit.

The biological setting subsection will describe vegetation communities, per California Wildlife Habitat Relationships classifications, drainages and wetlands, special-status species occurrences and habitats (tabular format), and a discussion of regulatory framework. The impact analysis will include a description of methodology and significance thresholds, project impacts, and avoidance and mitigation measures, and a summary of projects or land use changes that may result in impacts to biological resources. Rincon will compile results from database queries in the Appendix of the EIR and summarize the results and findings within the EIR section.



Cultural Resources

The city contains sensitive archaeological and historic resources, and these resources are known to constrain development within the city. The cultural resources analysis will include a review of historic and archaeological resources in Pacific Grove and the potential impacts to those resources as a result of the proposed Focused General Plan Update. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation, the City's Historic Resource Inventory, and local historical groups. Rincon will follow the cultural resource protocol that Rincon archaeologists prepared for the City in 2021-2022. The statewide Historical Resources Inventory (HRI) includes a listing of buildings, sites, features, structures, objects, districts, and events that are significant or have historic value. The HRI is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). It is anticipated that the EIR would require consultation of the HRI as part of required project-level analysis of any future development projects to determine the locations of previously recorded archaeological sites. Policy-based mitigation measures for future development on sites that contain previously recorded cultural sites, or sites that are not known to contain such resources, will be developed as necessary.

Energy

This section will discuss current and projected citywide energy supplies and demand, and qualitatively analyze energy demand associated with future construction and long-term Plan buildout. This section will

also compare consistency of the Plan with adopted state, regional, and local energy policies. Policy-based mitigation measures will be developed as necessary.

Geology and Soils

This section will discuss the potential for geologic hazards present within Pacific Grove to adversely affect potential future development facilitated by the proposed General Plan. Hazards to be considered include fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. The analysis will rely on baseline data developed in support of the General Plan Safety Element as well as such sources as the California Geological Survey, United States Geological Survey, the California Division of Mines and Geology, and other CEQA documents that contain geology and soil information for the area. This section will also address paleontological resources, including identifying the sensitivity of geologic units underlying the City to assess potential impacts.

It is anticipated that the geology/soils work scope will entail a mapping exercise to identify areas where potential future development could be affected by known geologic hazards. It is anticipated that proposed General Plan policies will provide appropriate mechanisms to address potential impacts. If this is not the case, mitigation measures will be provided in the form of new geologic hazard policies that can be incorporated into the final General Plan.

Hazards and Hazardous Materials

A number of listed hazardous materials sites are present within the city, including several clustered near Lighthouse Avenue and Forest Avenue as well as near Forest Avenue and Prescott Lane. This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as such hazards as wildland fires. The analysis will rely on data collected in support of the Safety Element and other readily available information sources, including online hazardous material databases and other environmental documents prepared for the City.

The hazardous material analysis will involve qualitative discussions of the potential for new development to either create the potential for hazardous conditions or be adversely affected by existing hazards. It is anticipated that proposed General Plan policies will provide appropriate mechanisms to address potential impacts. If this is not the case, mitigation measures will be provided in the form of new hazard protection policies that can be incorporated into the final General Plan.

Hydrology and Water Quality

The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. Water quality is of particular importance in the city from stormwater runoff into the bay. The Pacific Grove Area of Special Biological Significance (ASBS) encompasses the portion of the Monterey Bay that is located northeast of the city, and is subject to additional water quality protections. The existing hydrologic setting of Pacific Grove will be described generally and potential impacts relating to new development will be discussed conceptually. Information sources will include data collected in support of the General Plan Safety Element as well as readily available data from such agencies as the Regional Water Quality Control Board.

The analysis will be qualitative in nature, relying both on proposed General Plan policies and existing regulations (in particular, the National Pollutant Discharge Elimination System [NPDES] and related City requirements) to address potential impacts. As appropriate, additional policies to address hydrological or water quality impacts will be recommended as EIR mitigation.

Land Use and Planning

This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the proposed General Plan is consistent with both existing City policy documents and regional planning policies, including those of the local air quality plan and Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). It is anticipated that proposed policies will generally be consistent with those of other adopted policy documents. However, as appropriate, new or revised policies will be recommended to address any inconsistencies.

Noise

The noise section of the EIR will be conducted in accordance with City of Pacific Grove guidelines, standards, and ordinances. The existing setting will rely on the Existing Conditions Report prepared as part of Task 3.2, including existing condition traffic noise contours, and a discussion of existing airport noise levels. In addition to incorporation of existing traffic noise contours from Task 3.2, Rincon will also model Plan buildout traffic noise levels using the FHWA Traffic Noise Prediction Model, based on future traffic forecasts provided by Kimley-Horn. The EIR will identify areas along roadway segments that would be exposed to noise levels above established criteria. The modeling results will be summarized in the EIR and provided in an appendix.

Noise impacts from non-transportation sources will be evaluated on a programmatic level, qualitatively based on local noise standards. Rincon will analyze noise impacts from non- transportation sources such as major commercial and industrial uses in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code.

Rincon will provide a qualitative analysis for potential construction impacts associated with buildout of the Plan. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration (FTA). Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with buildout of the Plan.



Population and Housing

It is not anticipated that the proposed General Plan would displace people or housing. Therefore, this section will focus on comparison of potential population and housing growth to regional growth forecasts for the area, as contained in the MBARD AQMP and MTP/SCS. The discussion will also consider impacts to the balance of jobs and housing in the City. Policy-based mitigation measures will be developed as necessary.



Public Services

The public services section of the EIR will address potential impacts relating to police protection and fire protection services, as well as schools. The analysis of police and fire service will involve contact with the Pacific Grove Police and Fire departments to determine service levels and existing and projected gaps in service.

The schools analysis will involve contact with the Pacific Grove Unified School District to identify current enrollment and capacity as well as student generation rates. School capacity levels and needs will be identified. Existing and proposed development impact fees, including State-mandated school impact fees, will be identified as mitigation as appropriate. Policy-based mitigation measures will be developed as necessary.

Recreation

This section will analyze potential impacts to City parks and recreational facilities, including Lovers Point Park, the Monterey Bay Recreational Trail, George Washington Park, and Marine Gardens Park.

It is not anticipated that existing parks would be directly affected by potential new development; therefore, the analysis will focus on potential indirect effects related to increased demand for parks and recreational facilities. Demand will be forecast based on projected population growth and City estimates of per capita park demand.

Information sources will include the Background Report, draft General Plan Elements, and any data gathered in support of those chapters. Proposed policies will be cited as mitigation for potential impacts. As necessary, proposed policies will be augmented with additional policies to be incorporated into the final General Plan.

Transportation

This section of the EIR will rely on the VMT analysis prepared by Kimley-Horn under Task 4.1. The existing setting, project and cumulative impacts, and any suggested mitigation measures in the VMT study prepared by Kimley-Horn will be described and listed in the EIR section as appropriate. The analysis will identify key transportation system components and consider whether Plan buildout would conflict with a program, plan,

ordinance, or policy addressing the circulation system. Policy-based mitigation measures will be developed as necessary.



Tribal Cultural Resources

There are two primary tribes present in Pacific Grove: Ohlone/ Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County (Esselen Tribe). The area, including the city and nearby coastline, is considered highly sensitive for cultural and tribal cultural resources. As described above, Rincon will follow the tribal cultural resource protocol that Rincon archaeologists prepared for the City in 2021-2022. This section will summarize the results of AB 52 and SB 18 consultation (Task 9.5). Rincon will summarize the AB 52 efforts and will include identified mitigation in the EIR, as applicable.

Utilities and Service Systems

This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, wastewater/solid waste generation, and solid waste collection and disposal systems. Water, wastewater, and solid waste services are provided by multiple entities including California American Water Company (Cal-Am), Monterey Peninsula Water Management District (MPWMD), Monterey One Water (MIW), and ReGen Monterey (formerly Monterey Peninsula Waste Management District). Impacts to the City storm drain system will be addressed in the hydrology/water quality section.

Water supply will be a key issue for the EIR, particularly with the continued moratorium on new water connections in the Pacific Grove portion of CalAm's service territory, which restrict water supply availability for future growth. Rincon will thoroughly document the existing water supply conditions based upon review of published data, including but not limited to CalAm's current (2020) Urban Water Management Plan (UWMP) for its Monterey County District, which encompasses the City of Pacific Grove. It is anticipated that a Water Supply Assessment (WSA) will not be provided for the project; as a programmatic planning document that does not propose construction of a distinct project, the General Plan does not explicitly trigger the requirement for a WSA under California Water Code as amended by SB 610. Some water supply providers elect to prepare a WSA when not required, if doing so could produce new information or analysis to inform and streamline environmental processes. However, due to the existing water supply constraints in the project area, it is not anticipated that a programmatic WSA would reveal information about water supply in the General Plan area that is not already available in the UWMP.

Therefore, the analysis of water supply developed for the EIR will rely upon information from CalAm's latest (2020) UWMP, as well as other publicly available, published data. Such data may include but is not limited to the environmental review documents prepared for alternative water supply projects, including a desalination plant in Marina (recently approved by the Coastal Commission) and Pure Water Monterey expansion will be critical to future supply reliability for the General Plan. It is anticipated the current moratorium will remain in effect throughout the Focused General Plan Update process, such that water supply solutions may not rely upon lifting the moratorium, and creative solutions to water supply restrictions will be necessary to accommodate implementation of the Focused General Plan Update. The EIR will consider how policies of the proposed General Plan would minimize or avoid potential impacts to service systems. Additional or revised policies may be developed to address potentially significant impacts, including as related to water supply availability.

In addition, impacts relating to wastewater/solid waste generation will be discussed. Proposed General Plan policies will be discussed as mitigation for possible impacts to service systems. As necessary, additional or revised policies will be developed to address identified significant impacts.



Wildfire

Pacific Grove contains some land designated within a Very High Fire Hazard Severity Zone in a Local Responsibility Area, along the city's southern boundary. The city is also adjacent to a Very High Fire Hazard Severity Zone in a State Responsibility Area. Additional fire hazards are present in wooded areas within the city. This section will describe the location of Fire Hazard Severity Zones within or near the city. Wildfire risk will be assessed, consistent with OPR's latest guidelines related to wildfire hazards. This analysis will incorporate the findings of the Climate Vulnerability Assessment completed as part of Task 3.6. Proposed General Plan policies will be discussed as mitigation for impacts related to wildfire. As necessary, additional or revised policies will be developed to address identified significant impacts.

9.7 Screencheck Draft EIR

Rincon will address one round of City comments on the ADEIR and prepare a Screencheck Draft EIR. All comments from the City will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). If there are multiple reviewers, the City will be responsible for reconciling conflicting comments prior to sending to Rincon. To maintain momentum in the project schedule and provide cost efficiency, we assume City comments will focus on any new content in the previous version

of the ADEIR, and new comments on previously submitted content will be minimal. The Screencheck Draft EIR will be submitted to the City in Microsoft Word with track changes retained.

9.8 Public Draft EIR

Once the City approves the Screencheck Draft EIR, Rincon will prepare the Draft EIR for public circulation. Rincon will prepare required noticing forms, including the Notice of Completion (NOC), Notice of Availability (NOA), and OPR's Summary Form for Electronic Document Submittal, for City review. Rincon will address one round of comments on the forms. Rincon will be responsible for submitting documents through the digital CEQASubmit platform and filing the NOA with the Monterey County Clerk's office. It is assumed the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Public Draft EIR will require at least a 45-day public review period. Rincon will provide two hard copies of the Public Draft EIR for posting at the City offices and Pacific Grove Public Library and will provide a digital version in Adobe PDF for posting to the City's website. Accessibility remediation of the Draft EIR is included as Task 10.3.

9.9 Response to Comments and Administrative Final EIR

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft response to comments and an Administrative Final EIR for review by the City. This scope of work assumes up to 20 comment letters containing comments on the content of the CEQA document will be received. This includes five lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 150 professional staff hours.

Comment letters that solely express support or opposition to the General Plan would not count against the 20-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.

Rincon will address one round of consolidated City comments, to be provided in editable format, on the draft Responses to Comments and prepare a Screencheck Responses to Comments, in Microsoft Word with edits shown in track changes. Upon City review and approval of the Screencheck, Rincon will submit the Final EIR for hearing.

9.10 Mitigation Monitoring and Reporting Program

Concurrent with Task 9.9, Rincon will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be bound separately from the Final EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions
- Capital costs

The capital costs column is anticipated to be filled in by City staff. Rincon can assist with this for an additional fee. It should be noted, however, that capital costs are not typically considered in MMRPs and are not a required component pursuant to CEQA. The final version of the MMRP will be incorporated as an appendix to the Final EIR.



9.11 Final EIR

After receipt of City comments on the Administrative Final EIR (Task 9.9) and MMRP (Task 9.10), Rincon will prepare a Screencheck Final EIR for City staff review and confirmation followed by a Final Program EIR after incorporating comments from City staff. Rincon will prepare a draft Notice of Determination (NOD) for City approval. Rincon staff will file with the County Clerk and State Clearinghouse within five working days of General Plan approval. It is assumed that the City will pay all applicable fees associated with filing the NOD at the County Clerk. Rincon will provide two hard copies of the Final EIR for placement at the City offices and Pacific Grove Public Library. Accessibility remediation of the Final EIR is included as Task 10.3.

9.12 CEQA Findings, Statement of Overriding Considerations, and Resolution

Rincon will prepare the CEQA Findings and Statement of Overriding Considerations (if a significant and unavoidable impact is identified) for the General Plan based on the impact conclusions of the EIR, based on a template provided by the City. The Draft CEQA Findings will be submitted alongside the Final EIR, and will contain a discussion of alternatives, including the rationale for rejecting any of the analyzed General Plan alternatives, using in part the project objectives. This scope of work assumes if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding Considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the City or by Optional Task 4.1, Economic and Fiscal Analysis. This task will comply with CEQA Guidelines Sections 15091 and 15093 and will be submitted in a City-approved electronic format. Rincon will prepare an administrative draft version of the CEQA Findings for City review, will address one round of consolidated City comments, and submit a final document version digitally.

Rincon will also prepare the draft CEQA Resolution for City review and comment. The CEQA Resolution will be prepared in accordance with the City's required format. The CEQA Resolution will incorporate the CEQA Findings and, if applicable, the Statement of Overriding Considerations as attachments. Rincon will address one round of consolidated City comments and submit a final document version digitally.

9.13 Administrative Record

Rincon will maintain the Administrative Record for this project. Maintenance of an accurate and comprehensive administrative record is important for the defensibility of the EIR, should it be challenged. Rincon will develop a work plan at the outset that instructs internal staff on the way in which the

Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The index and source files will be supplied digitally alongside the Draft EIR.

9.14 Legal Review

Rincon has on staff a qualified legal team with more than 45 years combined experience in land use, long-range planning, CEQA review, and CEQA litigation. Such experience allows Rincon to provide trusted, substantive review of key documents, including the Public Draft EIR and Final EIR, to provide legal adequacy and a sound basis for a defense during legal challenge. Rincon's legal team also provides strong support for responding to comments on the environmental and land use documents and in addressing identified concerns raised in late correspondence prior to the public hearings.

With careful consideration as to how each step of the process may ultimately affect the outcome and impact on the community perception, Rincon can provide thoughtful analysis on the best approach to take for any unique or potentially controversial issue, with the legal team participating on an as needed basis for planning calls and internal discussion and review. This scope includes legal review of the Draft EIR and Final EIR, to be conducted prior to City review of the Administrative Draft version of the documents.

A total of 20 staff hours is included in this task for legal review. Additional legal review can be provided on a time and materials basis to provide a more thorough review of specific topic areas as requested by the City.

Deliverables

Administrative/working drafts will be provided in Microsoft Word and/or Adobe PDF. Revised documents will be provided in Microsoft Word with edits shown in track changes. Adobe PDF documents will be provided for public draft and final documents and shared via email and through the SharePoint site as part of the final administrative record. Unless Optional Task 9.14 is authorized, documents will not be formatted for ADA compliance.

- Draft and Final Notice of Preparation (Microsoft Word and Adobe PDF)
- Scoping Meeting materials (e.g., agenda, presentation)
- Attendance (two Rincon staff members) at an in-person Scoping Meeting
- ADEIR (Microsoft Word)
- Screencheck Draft EIR (Microsoft Word with track changes retained)
- Public Draft EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Notices, including the NOC for the NOP submittal and the NOC, NOA, and OPR's Summary Form for the Public Draft Program EIR submittal
- Draft and Final Response to Comments (Microsoft Word)
- Draft and Final MMRP (digital files)
- Screencheck Final EIR (Microsoft Word with track changes retained)
- Final Program EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Findings and Statement of Overriding Considerations (digital files)
- Notice of Determination (Adobe PDF)

Task 10 Hearings and Adoption

10.1 Planning Commission and City Council Meetings

This task provides a budgeted allowance for the Rincon team to attend public meetings with the Planning Commission and City Council as further described below.

These meetings include study sessions, workshops and public hearings. The Rincon team will support staff with the Planning Commission and City Council to review deliverables at various stages of the General Plan update process and to support adoption of the Draft General Plan, Draft ODDS, Draft CAAP and certification of the Final EIR.

Study Sessions

- Three joint study sessions with the PC/CC (virtual)

Workshops

- One Planning Commission Workshop (in-person)
- One City Council Workshop (in-person)
- One Architectural Review Board Workshop (virtual)

Public Hearings

- Two Planning Commission Hearings (virtual)
- Three City Council Hearings (two in-person, one virtual)

10.2 Final General Plan

Based on final direction and comments provided by City Council during the hearing process, the Rincon team will prepare a Final General Plan. This task assumes minor editorial edits necessary to finalize the document. All final files will be shared via email and through the SharePoint site as part of the final administrative record.

2 Revised Focused General Plan Update Schedule

The following revised schedule has been prepared based on a fiscal year funding maximum for the Focused General Plan Update of \$500,000. A refined schedule will be prepared following the project kick off meeting and after the Community Engagement Plan is finalized.

The proposed project workplan is generally organized in the following key phases:

Workplan Phases	Estimated Start	Estimated Completion
Phase I – Project Initiation	May 2023	October 2023
Phase II – Learning	January 2024	March 2025
Phase III – Alternatives	March 2025	October 2025
Phase IV – Plan Preparation**	January 2026	August 2026
Phase V – Environmental Review	May 2026	April 2027
Phase VI – Plan Adoption	May 2027	September 2027
<i>Note: *the estimated start and completion dates are based on estimates made at the time this proposal was prepared and in consideration of fiscal year funding constraints. A refined schedule will be provided after the project kick off meeting and once the community engagement plan is finalized.</i> <i>** some plan preparation tasks associated with zoning are anticipated to occur earlier in the process</i>		

A more detailed schedule is provided in **Table 1**.

Table 1 – Estimated Project Schedule by Subtask

Task	Phase	Estimated Timeline	Key Deliverables
Task 1 Project Initiation and Coordination			
1.1 Kick Off Meeting and City Tour	Phase I – Project Initiation	May 2023	-Attendance at Kick Off Meeting
1.2 Document Review and Gathering	Phase I – Project Initiation	May 2023 – October 2023	-Request additional data/documents
1.3 Scope of Work and Schedule Refinement	Phase I – Project Initiation	May 2023 – October 2023	-Detailed Schedule in consideration of Fiscal Year funding constraints
1.4 Document Set Up	Phase I – Project Initiation	May 2023 – October 2023	-Template Package
1.5 Project Coordination	Ongoing	Ongoing – allowance for up to 85 biweekly meetings during active project periods	-Monthly invoice/progress reporting during active months -Biweekly meeting agendas and notes
Task 2 Community Engagement			
2.1 Community Engagement Plan	Phase I – Project Initiation	May 2023 – October 2023	-Draft and Final Community Engagement Plan
2.2 Online Engagement	Phase I – Project Initiation Phase II – Learning Phase III – Alternatives Phase IV – Plan Preparation	January 2024 (start)	-Surveys (5) – per Community Engagement Plan -Educational Videos (3) – per Community Engagement Plan
2.3 Community Workshops	Phase II – Learning Phase III – Alternatives Phase IV – Plan Preparation Phase V – Plan Adoption	January 2024 (start)	-Learning Workshops – per Community Engagement Plan -Alternatives and Policy Direction – per Community Engagement Plan

			-Review and Adoption - per Community Engagement Plan
2.4 GPTAG	Phase I - Project Initiation Phase II - Learning Phase III - Alternatives Phase IV - Plan Preparation Phase V - Plan Adoption	January 2024 (start)	-Consultant team to participate in 6 GPTAG meetings per Community Engagement Plan
2.5 Virtual Stakeholder Interviews	Phase II - Learning	January 2024 (start)	-Interviews (organized per Community Engagement Plan)
2.6 Walking Tour	Phase II - Learning	January 2024 (start)	-Walking tour with GPTAG (organized per Community Engagement Plan)
2.7 Engagement Toolkits	Phase II - Learning	January 2024 (start)	-Toolkit materials
Task 3 Existing Conditions, Issues and Opportunities			
3.1 General Plan Audit	Phase II - Learning	January 2024 - February 2024	-Audit Matrix
3.2 Existing Conditions Background and Technical Reports	Phase II - Learning	February 2024 - July 2024	-Draft and Final Background Reports -Draft and Final Technical Reports -ECBR Exec Summary
3.3 Vision and Guiding Principles	Phase II - Learning	January 2025 - February 2025	-Vision and Guiding Principles Document
3.4 SWOT Analysis	Phase II - Learning	January 2025 - March 2025	-SWOT Report
Task 4 Alternatives			
4.1 Land Use, Community Design and Circulation	Phase III - Alternatives	March 2025 - September 2025	-Alternative Concepts
4.2 Preferred Alternative	Phase III - Alternatives	September 2025 - October 2025	-Selected Alternative

Task 5 General Plan			
5.1 First Administrative Draft	Phase IV – Plan Preparation	January 2026 – April 2026	-First Administrative Draft
5.2 Second and Public Draft	Phase IV – Plan Preparation	April 2026 – August 2026	-Second Administrative Draft -Public Review Draft -Public Hearing Draft
Task 6 Zoning Ordinance Amendments			
6.1 6 th Cycle + General Plan Consistency	Phase IV – Plan Preparation	July 2025 – August 2025	-Consistency Review Matrix
6.2 Administrative and Public Review Zoning Maps	Phase IV – Plan Preparation	August 2025 – October 2025	-Administrative Draft Zoning Map -Public Review Draft Zoning Map
Task 7 Objective Design and Development Standards			
7.1 ODDS Initiation and Issue Identification	Phase IV – Plan Preparation	June 2024 – September 2024	-PowerPoint Summary of multifamily precedents -Place Type Map -Summary Memorandum of existing provisions
7.2 ODDS Development	Phase IV – Plan Preparation	September 2024 – January 2025	-ODDs Draft Standards -In Design Layout
7.3 Administrative and Public Review Draft	Phase IV – Plan Preparation	January 2025 – October 2025	-Administrative Draft and Public Review Draft ODDS
Task 8 Climate Action and Adaptation Plan			
8.1 CAAP Kick Off Meeting and Monthly Meetings	Ongoing	Ongoing for an approximate 18 month period – one meeting per month	-Monthly meetings

8.2 Existing Measure Analysis and Success Tracking	Phase II – Learning	May 2023 – July 2023	-MAST Tool -MAST Key Findings Memo
8.3 GHG Inventories, Forecast and Targets	Phase II – Learning	October 2025 – February 2026	-Data Evaluation Memo -Final Data Evaluation Memo -Updated Inventory (Excel) -Final Forecast and Targets (Excel) -Final Forecast and Targets Memo
8.4 Draft and Final CAAP Strategy Selection	Phase III – Alternatives	February 2026 – April 2026	-Draft and Public Draft CAAP Strategies -Final List of CAAP Strategies -Attendance at meetings
8.5 Measure Technical Appendix	Phase III – Alternatives	February 2026 – April 2026	-Draft and Final Qualified CAAP Technical Appendix
8.6 Develop Tools for Monitoring and Tracking and Activation	Phase IV – Plan Preparation	March 2026 – July 2026	-Draft and Final Implementation Plan
8.7 Develop Draft and Final Climate Action and Adaptation Plan	Phase IV – Plan Preparation	April 2026 – December 2026	-Draft and Final CAAP
8.8 CEQA GHG Streamlining Checklist	Phase IV – Plan Preparation	September 2026 – November 2026	-Draft and Final City CEQA Checklist
8.9 CEQA GHG Thresholds	Phase IV – Plan Preparation	September 2026 – November 2026	-Draft and Final Thresholds Report
Task 9 CEQA Analysis (Program EIR)			
9.1 CEQA Kick Off Meeting	Phase IV – Plan Preparation	May 2026	-Meeting with City staff
9.2 Notice of Preparation	Phase IV – Plan Preparation	May 2026 – June 2026	-NOP
9.3 Project Description	Phase IV – Plan Preparation	May 2026 – July 2026	-Project Description

9.4 Scoping Meeting	Phase IV – Plan Preparation	June 2026 – July 2026	-Attendance at Scoping Meeting
9.5 AB 52 and SB 18 Consultation	Phase IV – Plan Preparation	April 2026 – October 2026	-Tribal Consultation
9.6 ADEIR	Phase IV – Plan Preparation	July 2026 – September 2026	-ADEIR
9.7 Screencheck DEIR	Phase IV – Plan Preparation	October 2026 – November 2026	-Screencheck DEIR
9.8 Public Draft EIR	Phase IV – Plan Preparation	November 2026 – December 2026	-Draft for Public Review
9.9 Response to Comments and Admin FEIR	Phase IV – Plan Preparation	February 2027 – March 2027	-Response to Comments and Admin FEIR
9.10 MMRP	Phase IV – Plan Preparation	February 2027 – March 2027	-MMRP
9.11 Final EIR	Phase IV – Plan Preparation	April 2027	-Final EIR
9.12 CEQA Findings and Statement of Overriding Considerations	Phase IV – Plan Preparation	April 2027	-CEQA findings
9.13 Administrative Record	Phase IV – Plan Preparation	April 2027	-Admin Record
9.14 Legal Review	Phase IV – Plan Preparation	August 2026 – September 2026	
Task 10 Hearings and Adoption			
10.1 Planning Commission and City Council Meetings	Phase II – Learning Phase VI – Plan Adoption	PC/CC Workshops/Study Sessions Adoption Hearings – May – August 2007	-PC/CC Study Sessions/Workshops per Community Engagement Plan - Public Hearing attendance
10.2 Final General Plan		Post Adoption – August/September 2027	-Final General Plan documents

3 Cost Estimate Summary (Amended 4.14.23)

3.1 Cost Assumptions

Rincon has provided an itemized budget below inclusive of anticipated costs associated with the project, broken down by task and person per hour. This budget includes labor categories, hourly rate, estimated hours per task and total number of hours and costs, along with subconsultant labor and direct costs. This budget has been prepared with the objective of providing an honest assessment of fees and expenses, and we have identified assumptions aimed at ensuring clear expectations.

Rincon assumed the following in developing our scope of work and cost estimate.

- All deliverables will be provided electronically in PDF and/or Word format. Comments from the City will be provided as a single, consolidated set of comments in editable electronic format (i.e., as track changes in MS Word). Following review, each deliverable will be finalized and submitted in electronic (PDF and/or Word) format. The City will be responsible for printing all hard copy documents.
- Assumptions related to outreach materials have been included in Section 1 under each relevant task. Materials and printing costs will be established through the Community Engagement Plan in accordance with the allotted budget.
- Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon may re-allocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount.
- The fees associated with this project are our best estimates based upon our experience and the information provided. Unexpected or unanticipated circumstances may arise that cause additional work to be necessary or which may affect the proposed scope and budget. Rincon recommends including a 10% contingency to cover these potential circumstances. Use of the contingency would only be used upon mutual agreement with City staff.
- Rincon included the meeting assumptions provided in **Table 2** in developing our scope of work and cost estimate.
- Other Direct Costs. Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.
- Annual Escalation. Rincon's standard rates are subject to an annual escalation. Rincon will meet with City staff annually to adjust scope, fee and schedules to accommodate these changes. The contingency budget is anticipated to be used to support increased fees that resulting from annual fee schedule escalation.
- To accommodate the Fiscal Year budget limits, the schedule includes pauses generally occurring during November – December. During these or any other scheduled pauses, project work will be paused, including any coordination meetings, calls and emails.
- Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

3.2 Focused General Plan Update Cost Summary

The estimated budget for the Focused General Plan Update would be:

- Without contingency - **\$1,993,699.70**
- With 10% contingency - **\$2,193,069.67**

We are prepared to initiate work immediately upon execution of a contract and receipt of a notice to proceed. All budget assumptions provided in the original Focused General Plan update proposal shall apply unless otherwise specified in this supplement dated April 14, 2023.

3.3 Focused General Plan Update Fiscal Year Breakdown

At the City's request, we have prepared a breakdown of the Focused General Plan Update costs by fiscal year. The City of Pacific Grove's fiscal year starts on July 1. **Table 3** provides a fiscal year breakdown summary of the Focused General Plan Update.

Table 4 is an itemized budget inclusive of anticipated costs associated with the project, broken down by task and hours. This table amends the Cost Estimate provided in the original Focused General Plan Update proposal. All other cost assumptions are as provided in the Focused General Plan update unless otherwise specified in this supplement dated April 14, 2023.

Table 2 – Meeting Cost Assumptions

	Rincon	WRT	Kimley-Horn	EPS
1.1 Kick Off Meeting and City Tour (in person)				
Attendees	3 attendees in-person, 3 attendees virtual	2 attendees in-person	1 attendee in-person	2 attendees in-person
Estimated Duration	2 hour Kick Off + 4 hour City Tour	2 hour Kick Off + 4 hour City Tour	2 hour Kick Off + 4 hour City Tour	2 hour Kick Off + 4 hour City Tour
Travel	13 hours, 200 miles round trip, 1 flight round-trip (combined)	4 hours, 230 miles round-trip	1 hour round-trip	2 hours, round-trip
1.4 Biweekly Staff Meetings (virtual)				
Attendees	Avg 1.5 attendees	As needed	As needed	As needed
Estimated Duration	30 mins, 85 total mtgs	30 mins	30 mins	30 mins
*this assumes a total of 85 meetings which would cover biweekly meetings for approximately 3 years. If biweekly meetings are needed beyond a 3 year period or in excess of 85 meetings the scope and fee for this task will need to be reevaluated.				
2.3 Community Workshops (2 in-person, 13 virtual)				
Attendees	2 attendees	2 attendees	1 attendee	
Estimated Duration	2 hours setup + tear-down, 2 hours hosting	2 hours setup + tear-down, 2 hours hosting	2 hours setup + tear-down, 2 hours hosting	
Travel	13 hours, 200 miles round-trip, 1 flight round trip	4 hours, 230 miles round-trip	1 hour round-trip	
2.4 General Plan Technical Advisory Group (virtual)				
Attendees	2 attendees	1 attendee	1 attendee	N/A
Estimated Duration	2 hours, 6 total mtgs	2 hours, 5 meetings	2 hours, 1 meeting	
2.5 Stakeholder Interviews (virtual)				
Attendees	2 attendees	1 attendee	1 attendee	2 attendees
Estimated Duration	1 hour, 20 meetings	1 hour, 2 meetings	1 hour, 1 meeting	2 eight-hour meetings (in-person or virtual)
2.6 Walking Tour				
Attendees	1 attendee	2 attendees		
Estimated Duration	8 hours	8 hours		

	Rincon	WRT	Kimley-Horn	EPS
Travel	5 hours, 200 miles round trip	4 hours, 230 miles round trip		
8.1 CAAP Kickoff (virtual)				
Attendees	4 attendees			
Estimated Duration	One hour			
8.1 CAAP Monthly Meetings (virtual)				
Attendees	1 attendee			
Estimated Duration	One hour			
8.4.3 Updated Measures and Action List (Beautification and Natural Resources Commission) (virtual)				
Attendees	1 attendee			
Estimated Duration	Two hours			
9.1 Public Meetings (4 in-person, 7 virtual)				
Attendees	2 - 3 attendees (depending on meeting)	2 attendees	2 attendees	
Estimated Duration	3 hours, 11 meetings	3 hours, 2 meetings (virtual)	3 hours, 2 meetings	
Travel	13 hours, 200 miles round trip, 1 flight round-trip (combined)		1 hour round trip	

*Travel assumptions are per each in-person meeting

Notes: Additional scope and budget for coordination meetings has been included within Task 1, but is an allowance based on overall needs for project coordination throughout the life the of project and therefore detailed assumptions are not included in this table.

Table 3– Focused General Plan Update Fiscal Year Breakdown Summary (Amended 4.14.23)

Task 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)	2027 FY (7/1/26 - 6/30/27)	2028 FY (7/1/27 - 6/30/28)	Total
Task 1: Project Initiation and Coordination	\$49,687	\$49,514	\$30,564	\$30,564	\$30,564	\$10,132	\$201,024
Task 2: Community Engagement	\$7,008	\$156,284	\$144,746	\$59,881	\$0	\$0	\$367,919
Task 3: Existing Conditions, Issues and Opportunities	\$0	\$265,265	\$153,895	\$0	\$0	\$0	\$419,160
Task 4: Alternatives	\$0	\$0	\$53,496	\$18,932	\$0	\$0	\$72,427
Task 5: General Plan	\$0	\$0	\$0	\$160,045	\$40,594	\$0	\$200,638
Task 6: Zoning Ordinance Amendments	\$0	\$0	\$0	\$19,778	\$0	\$0	\$19,778
Task 7: Objective Design and Development Standards	\$0	\$104	\$93,442	\$39,403	\$0	\$0	\$132,948
Task 8: Climate Action and Adaptation Plan	\$2,754	\$7,068	\$5,912	\$66,800	\$44,059	\$0	\$126,593
Task 9: CEQA Analysis (Program EIR)	\$0	\$0	\$0	\$83,434	\$255,034	\$0	\$338,468
Task 10: Hearings and Adoption	\$0	\$15,934	\$10,198	\$20,113	\$29,083	\$39,416	\$114,743
Total	\$59,450	\$494,168	\$492,252	\$498,948	\$399,334	\$49,548	\$1,993,700

Note: the total budget reflected in this table does not include the recommended 10% contingency as it cannot be determined if or when it would be used.

Table 4 – Focused General Plan Update Cost Proposal (Amended 4.14.23)



RINCON CONSULTANTS, INC.
22-13730 City of Pacific Grove General Plan,
Zoning Code and CEQA
Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1: Project Initiation and Coordination		638.00	141,159.00	59,865.00	201,024.00
1.1 Kickoff Meeting and City Tour		83.00	21,168.00	13,615.80	34,783.80
1.2 Document Review and Gathering		22.00	4,596.00	14,732.00	19,328.00
1.3 Scope of Work and Schedule Refinement		7.00	1,791.00	1,972.00	3,763.00
1.4 Document Set Up		36.00	6,324.00	0.00	6,324.00
1.5 Project Coordination		490.00	107,280.00	29,545.20	136,825.20
Task 2: Community Engagement		1,206.00	241,330.00	126,589.40	367,919.40
2.1 Community Engagement Plan		80.00	17,208.00	1,392.00	18,600.00
2.2 Online Engagement		214.00	41,016.00	12,992.00	54,008.00
2.3 Community Workshops		596.00	119,390.00	56,594.40	175,984.40
2.4 General Plan Technical Advisory Group		114.00	24,450.00	18,014.80	42,464.80
2.5 Virtual Stakeholder Interviews		102.00	20,078.00	23,037.60	43,115.60
2.6 Walking Tours		20.00	3,816.00	14,558.60	18,374.60
2.7 Engagement Toolkits		30.00	6,042.00	0.00	6,042.00
2.8 Task 2 GIS Services		30.00	4,344.00	0.00	4,344.00
2.9 CAAP Engagement Coordination		20.00	4,986.00	0.00	4,986.00
Task 3: Existing Conditions, Issues and Opportunities		795.00	151,919.00	267,240.80	419,159.80
3.1 General Plan Audit		50.00	9,880.00	0.00	9,880.00
3.2. Existing Conditions Background Report		464.00	89,850.00	210,482.00	300,332.00
3.3 Vision and Guiding Principles Development		24.00	4,746.00	6,704.80	11,450.80

3.4 SWOT Analysis, Preliminary Policy and Implementation Measure Recommendation	175.00	36,127.00	50,054.00	86,181.00
Task 3 GIS Services	82.00	11,316.00	0.00	11,316.00
Task 4: Alternatives	200.00	41,258.00	31,169.20	72,427.20
4.1 Land Use, Community Design and Circulation Alternatives Analysis	148.00	31,558.00	20,590.00	52,148.00
4.2 Preferred Alternative	34.00	7,216.00	10,579.20	17,795.20
Task 4 GIS Support	18.00	2,484.00	0.00	2,484.00
Task 5: General Plan	694.00	135,806.00	64,832.40	200,638.40
5.1 First Administrative Draft General Plan	376.00	72,140.00	45,959.20	118,099.20
5.2 Second Administrative and Public Draft General Plan	298.00	60,906.00	18,873.20	79,779.20
Task 5 GIS Services	20.00	2,760.00	0.00	2,760.00
Task 6: Zoning Ordinance Amendments	98.00	19,778.00	0.00	19,778.00
6.1 6th Cycle Housing Element + General Plan Consistency Memo	64.00	13,784.00	0.00	13,784.00
6.2 Administrative and Public Review Zoning Map Updates	34.00	5,994.00	0.00	5,994.00
Task 7: Objective Design and Development Standards	30.00	6,984.00	125,964.40	132,948.40
7.1 ODDS Initiation and Issue Identification	10.00	2,328.00	7,331.20	9,659.20
7.2 ODDS Development	8.00	1,758.00	33,756.00	35,514.00
7.3 Administrative and Public Review Draft	12.00	2,898.00	84,877.20	87,775.20
Task 8: Climate Action and Adaptation Plan	615.00	119,633.00	6,960.00	126,593.00
8.1 CAAP Kickoff Meeting and Monthly Meetings	70.00	15,662.00	0.00	15,662.00
8.2 Existing Measure Analysis and Success Tracking	16.00	3,052.00	0.00	3,052.00
8.3 GHG Inventories, Forecast and Targets	82.00	14,784.00	6,960.00	21,744.00
8.4 Draft and Final CAAP Strategy Selection	108.00	20,588.00	0.00	20,588.00
8.5 Measure Technical Appendix	68.00	12,626.00	0.00	12,626.00
8.6 Develop Tools for Monitoring, Tracking and Activation	22.00	4,264.00	0.00	4,264.00

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8.7 Develop Draft and Final Climate Action and Adaptation Plan

120.00 22,312.00 0.00 22,312.00

8.8 CEQA GHG Streamlining Checklist

53.00 10,945.00 0.00 10,945.00

8.9 CEQA GHG Thresholds

76.00 15,400.00 0.00 15,400.00

Task 9: CEQA Analysis (Program EIR)

1,499.00 302,175.00 36,293.10 338,468.10

9.1 CEQA Kickoff Meeting

11.00 2,599.00 0.00 2,599.00

9.2 Notice of Preparation

12.00 2,402.00 0.00 2,402.00

9.3 Project Description

25.00 4,591.00 0.00 4,591.00

9.4 Scoping Meeting

25.00 5,866.00 818.90 6,684.90

9.5 AB 52 and SB 18 Consultation Assistance

18.00 3,935.00 0.00 3,935.00

9.6 Administrative Draft EIR

970.00 192,872.00 34,684.00 227,556.00

9.7 Screencheck Draft EIR

68.00 13,404.00 0.00 13,404.00

9.8 Public Draft EIR

54.00 9,686.00 674.00 10,360.00

9.9 Response to Comments and Administrative Final EIR

150.00 31,810.00 0.00 31,810.00

9.10 Mitigation Monitoring and Reporting Program

21.00 4,150.00 0.00 4,150.00

9.11 Final EIR

43.00 8,590.00 116.20 8,706.20

9.12 CEQA Findings, Statement of Overriding Considerations, and Resolution

50.00 10,050.00 0.00 10,050.00

9.13 Administrative Record

32.00 6,860.00 0.00 6,860.00

9.14 Legal Review

20.00 5,360.00 0.00 5,360.00

Task 10: Hearings and Adoption

347.00 81,740.00 33,003.40 114,743.40

10.1 Planning Commission and City Council Meetings

316.00 75,468.00 33,003.40 108,471.40

10.2 Final General Plan

31.00 6,272.00 0.00 6,272.00

Project Total

6,122.00 1,241,782.00 751,917.70 1,993,699.70

Total with 10% Contingency

2,193,069.67

Direct Expenses Summary**Amount**

Digital Production - Flash Drive

40.00

Per Diem - job chargeable

3,016.00

Per Diem- Lodging

300.00

Photocopies - Black and White

250.00

Photocopies - Color	992.00
Postage, Shipping, Delivery	232.00
Travel - Mileage	1,716.10
Travel (airfare, ground trans, lodging)	3,664.00
Vehicle Day Rate	630.00
WRT	359,634.80
EPS	132,321.20
Kimley Horn	249,121.60
Direct Expenses Subtotal	751,917.70



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