NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING AGENDA

Wednesday, June 7, 2023, 5:00 P.M.

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

APPEARING REMOTELY VIA ZOOM:
Councilmember Chaps Poduri
505 N Michigan Ave
Chicago IL 60611

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

PLEASE NOTE THE MEETING WILL PROCEED AS NORMAL EVEN IF THERE ARE TECHNICAL DIFFICULTIES ACCESSING ZOOM.
THE CITY WILL DO ITS BEST TO RESOLVE ANY TECHNICAL ISSUES AS QUICKLY AS POSSIBLE.

THE PUBLIC MAY ALSO VIEW THE MEETING ON PENINSULA CHANNEL 25.

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 Real Property Negotiators (Government Code § 54956.8)
Property: City of Pacific Grove Corporate Yard, 2100 Sunset Dr., Pacific Grove, CA 93950
Agency Negotiator(s): Ben Harvey, City Manager and Dan Gho, Deputy City Manager/Public Works Director
Negotiating Party(ies): Warren Tomlinson, Titan Energy Consulting for 3CE
Under negotiation: Land Lease Agreement for 3CE Front of the Meter Energy Storage Effort, Price and Terms of Payment

B. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: 525 Lighthouse Avenue / 525 Lighthouse and Laurel Avenue
Agency Negotiator(s): Ben Harvey, City Manager
Negotiating Party(ies): Dan Silverie and Chad Brown
Under negotiation: Price and terms of payment

C. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services Director, Leticia Livian, Human Resources Director, and Katy Suttorp, City Attorney's Office
Employees: General Employees Association

ADJOURNMENT

NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, June 7, 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.

APPEARING REMOTELY VIA ZOOM:
Councilmember Poduri
505 N Michigan Avenue
Chicago IL 60611

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

PLEASE NOTE THE MEETING WILL PROCEED AS NORMAL EVEN IF THERE ARE TECHNICAL DIFFICULTIES ACCESSING ZOOM.
THE CITY WILL DO ITS BEST TO RESOLVE ANY TECHNICAL ISSUES AS QUICKLY AS POSSIBLE.

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Help Line 831-648-3128

MEETING INSTRUCTIONS

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Poduri

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

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

   A. Report on Closed Session by City Attorney

   B. Other

4. **GENERAL PUBLIC COMMENT**

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

   A. General Public Comment

   Reference: Sandra Kandell, City Clerk

   Recommended Action: Receive written general public comment if applicable.

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

CONSENT AGENDA

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

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business

A. Minutes of the May 17, 2023 Special and Regular Meetings PAGE 11
Reference: Sandra Kandell, City Clerk
Recommended Action: Approve minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

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

A. League of California Cities Voting Delegate and Alternate(s) Policy 000-029 PAGE 21
Reference: Sandra Kandell, City Clerk
Recommended Action:

1. Adopt a resolution approving a City Council policy regarding League of California Cities Voting Delegate and Alternate(s);
2. Approve Policy 000-29 outlining the process for selecting the League of California Cities Voting Delegate and Alternate(s);
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. GreenWaste FY 23/24 Rate Increase PAGE 33
Reference: George Fuerst, Environmental Program Manager
Recommended Action: Adopt a Resolution affirming the accuracy of GreenWaste Recovery rate adjustment, per the franchise agreement for FY 23/24 by 2.77%.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

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

8. **REPORTS – INFORMATION ONLY**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

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

A. On-Call Traffic Engineering PAGE 47

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize an agreement with 4Leaf, Inc. for on-call traffic engineering services in an amount not to exceed $70,000 with options for two, one-year extensions by mutual agreement
2. Alternatively, discuss and take other action on this item

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

B. Regional Surface Transportation Program Allocation PAGE 49

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

Recommended Action:

1. Authorize an agreement with the Transportation Agency for Monterey County (TAMC) for appropriation of $310,999.29 of Regional Surface Transportation Program funds.
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. Parklet Program Fees PAGE 59

Reference: Ben Harvey, City Manager

Recommended Action: Receive the report, thereby providing direction to City staff to use the existing City Fee Schedule for Parklet Fees, as outlined.

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

D. Arborist Services 1 Year Extension PAGE 95

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize a one-year extension agreement with Albert Weisfuss for Professional Arborist Services for FY23/24 in an amount not to exceed $100,000
2. Alternatively, discuss and take other action on this item

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

E. Appointment to Library Board PAGE 110

Reference: Bill Peake, Mayor

Recommended Action: Approve appointment of T. Oldham to Library Board ending January 31. 2027.

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

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**
For public hearings involving a quasi-judicial determination by the Council, the proponent of an item may be given 10 minutes to speak and others in support of the proponent's position may be given three minutes each. A designated spokesperson for opposition to the item may be given 10 minutes to speak and all others in opposition may be given three minutes each. Very brief rebuttal and surrebuttal may be allowed in the sole discretion of the Council. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given three minutes to speak on the matter.

A. Ordinance to Adopt the Fiscal Year 23/24 Operating and Capital Improvement Budget; and Amend the Fiscal Year 22/23 Operating and Capital Improvement Budget
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: PAGE 123

1. Request the City Attorney to read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold the first reading of an ordinance to adopt the Fiscal Year 23/24 Operating and Capital Improvement Budget, amend the Fiscal Year 22/23 Operating and Capital Improvement Budget
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

A. Pints on the Peninsula Special Event ***This item was continued from Council's May 17, 2023 meeting.*** PAGE 152
Reference: Katie Clark, Recreation Manager
Recommended Action:

1. Approve Pints on the Peninsula as a Full Cost Recovery Special Event for inclusion in the FY 2023-2024 Special Events Calendar.
2. Allow alcohol to be served in the confines of the fenced special event area attached to California Seltzer Company store front location of 631 Ocean Ave per Municipal Code Section 11.04.020, Consumption in Public Spaces.
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. Lover's Point Pier Repair Project ***This item was continued from Council's May 17, 2023 meeting.*** PAGE 177

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Receive Report
2. Provide staff with direction on pursuing the interim repair design solution
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

C. Local Water Project Operations and Maintenance Contract ***This item was continued from Council's May 17, 2023 meeting.*** PAGE 312

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

Recommended Action:

1. Authorize an amendment to the Asset Management Agreement with PERC Water for the Operations & Maintenance of the Pacific Grove Local Water Project for a 5-year term (November 1, 2023 –October 31, 2028) at a monthly fixed cost of $32,896 and a variable cost of $247.24 per acre foot of influent flow to the plant.
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. Agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 ***This item was continued from Council's May 17, 2023 meeting.***

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

Recommended Action: PAGE 342

1. Authorize an agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 in an amount not to exceed $109,174.
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

E. FY22/23 CIP Potential Carry Forwards PAGE 350

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Received Report on FY22/23 CIP and projects to be carried forward to the FY23/24 CIP
2. If the council desires to defund a project and reallocate funding, select from the "eligible projects"
3. Alternatively, discuss and take other action

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

F. Council Policy Posting Contracts and Agreements Online PAGE 365

Reference: Bill Peake, Mayor

Recommended Action:

1. Direct the City Attorney to return with a Council Resolution creating Posting Contracts and Agreements Online Policy 000-29.
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**

A. Professional Services Agreement with Tripepi Smith for Communication Services

Reference: Ben Harvey, City Manager PAGE 368

Recommended Action:

1. Authorize the Mayor to sign a professional services agreement with Tripepi Smith for communication services for Fiscal Year 23-24 in an amount not to exceed $72,000.
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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: June 07, 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: June 07, 2023

SUBJECT: Minutes of the May 17, 2023 Special and Regular Meetings

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

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING

Wednesday, May 17, 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, Coletti, McDonnell and Poduri.

APPROVAL OF AGENDA

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

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

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

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, Leticia Livian, Human Resources Director, and Katy Suttorp, City Attorney's Office
Employees: General Employees Association

DRAFT

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, May 17, 2023, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).
JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/209579290

DRAFT

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

PLEDGE OF ALLEGIANCE
Mayor Pro Tem Smith led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Due to the lengthy agenda, Regular Agenda item 12D Lovers Point Pier, 12E Local Water Project, and 12F Pump Station were continued to the June 7, 2023 City Council meeting.

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

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

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

2. PRESENTATIONS

A. Mayor's Proclamation: Public Works Week May 21 - 27, 2023
Action: Received presentation.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

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

A. Report on Closed Session by City Attorney

Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Ben Harvey, City Manager, Tori Hannah, Administrative Services

Director, Leticia Livian, Human Resources Director, and Katy Suttorp, City Attorney's Office
Employees: General Employees Association

City Attorney Brian Pierik had nothing to report.

B. Council and Staff made general announcements.

4. GENERAL PUBLIC COMMENT

General public comment received from Moe Ammar, Rebecca Lee, Lisa Ciani, Nadja Mark, Mike Gibbs, and Vince Tuminello.

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

CONSENT AGENDA

Action: Consent Agenda item 9A was pulled and considered as the new Regular Agenda item 12D. Consent Agenda item 9B was pulled and considered immediately following the Consent Agenda.

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

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

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

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

A. Minutes of the May 3, 2023 and May 10, 2023 Adjourned City Council Meetings
Action: Approved minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. RESOLUTIONS

A. Resolution Setting the Appropriations Limit for FY 2023-2024.
Action: Approved Resolution No. 23-014 setting the Appropriations Limit for Fiscal Year 2023-2024.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Pride Month 2023
Action: Adopted Resolution No. 23-015 recognizing June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

7. ORDINANCES

8. REPORTS – INFORMATION ONLY

A. April 2023 Check Register
Action: Received the Check Register.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Core Revenue Report - April 2023
Action: Received the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Monterey-Salinas Transit Meeting Minutes of April 10, 2023
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. REPORTS – REQUIRING ACTION

A. Agreement with Chavan & Associates, LLP for Independent Financial Audit Services
Action required by May 17, 2023. This item was pulled and considered as the new Regular Agenda item 12D.
Reference: Jennifer Pope, Management Analyst
Recommended Action:
1. Authorize the Mayor to execute a three-year agreement with Chavan and Associates, LLP for independent financial audit services for an amount not to exceed $138,000, with two one-year extensions; or
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. PGUSD & City of Pacific Grove - Expanded Learning Opportunities Program (ELOP) Summer Camp ***This item was pulled and considered immediately following the Consent Agenda.***
Reference: Katie Clark, Recreation Manager
Recommended Action:
1. Approved the City of Pacific Grove to enter a Memorandum of Understanding with Pacific Grove Unified School District for the purpose of creating a partnership to offer a free summer recreation camp through the Expanded Learning Opportunities Program grant.
2. Alternatively, discuss a take other action related to this item.

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

C. Council Policy by Resolution
Action: Directed the City Attorney to return with a draft ordinance to amend Chapter 2.04 of the Pacific Grove Municipal Code codifying that Council policies shall be created, amended, or deleted only by Council Resolution.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

D. Appointment to Traffic Safety Commission
Action: Approved appointment of B. Shammas to Traffic Safety Commission ending January 31. 2025.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

A. DEI Task Force Meeting Minutes: April 8, 2023
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Historic Resources Committee Meeting Minutes: February 22, 2023, March 2, 2023, March 22, 2023, December 28, 2022
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Library Board Minutes: March 13, 2023
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9.B. PGUSD & City of Pacific Grove - Expanded Learning Opportunities Program (ELOP) Summer Camp ***This item was pulled and considered here – immediately following the Consent Agenda.***
No public comment received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted to approve the City of Pacific Grove entering into a Memorandum of Understanding with Pacific Grove Unified School District for the purpose of creating a partnership to offer a free summer recreation camp through the Expanded Learning Opportunities Program grant.

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

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

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

REGULAR AGENDA

11. PUBLIC HEARINGS

A. Hospitality Improvement District (HID) program for Fiscal Year 2023-24
Public comment received from Jenny MacMurdo and Fady Hannah.

DRAFT

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted to hold a public hearing, determine no majority written protest to the proposed annual district assessment was received, adopt Resolution No. 23-016 to approve the annual report, levy the annual assessment, approve the program for Fiscal Year 2023-24, appoint the HID Advisory Board, and authorize the City Manager to execute an agreement with the Pacific Grove Chamber of Commerce to administer the HID budget Hospitality Improvement District (HID) program for Fiscal Year 2023-24.

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

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

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

B. Downtown Business Improvement District (BID) program for FY 2023-24
Public comment received from Jenny MacMurdo.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted to hold a public hearing, determine majority protest to the annual assessment was not received, adopt Resolution No. 23-017 to approve annual report, levy annual assessment, approve the recommended Fiscal Year 2023-24 program, appoint the BID Advisory Board for Fiscal Year 2023-24, and authorize the City Manager to execute an agreement allowing the Pacific Grove Chamber of Commerce to administer the BID budget.

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

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

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

C. State Community Development Block Grant (CDBG) Grant Close (2017) out and Grant Amendment (2021) ***Action required by May 17, 2023.***
No public comment received.

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

1. Conduct a Public Hearing required by the California Department of Housing and Community Development (HCD) on the Community Development Block Grant (CDBG) Program to close out the 2017 CDBG Housing Rehabilitation Loan Program (HRLP); and
2. Approve Resolution No. 23-018 reprogramming a 2021 CDBG Program Income (PI) Funding Application from Multi-Family rehabilitation to Single-Family

DRAFT

rehabilitation to continue the City's ongoing Housing Rehabilitation Loan Program (HRLP).

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

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

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

12. UNFINISHED AND ONGOING BUSINESS

A. Formal Selection of Focused General Plan Update Consultant
Public comment received from Jane Haines, Marsha, Lisa Ciani, Inge Lorentzen Daumer, and Steven Lilley.

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Amelio, Council voted to direct staff to continue to work with Rincon Consultants, Inc. and return to Council with a revised focused project plan that accommodates Council's May 17, 2023 discussions and includes monthly progress reports with Rincon invoicing.

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

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

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

Council took a 12 minute break.

B. CONCEPT REVIEW: Draft Cannabis Regulations
Public comment received from Aaron Hoops, Steve Lilley, Nico Enea, Marsha, Peggy Gibbs, Lisa Ciani, Inge Lorentzen Daumer, and Mike Gibbs.

Action: Council discussed the draft cannabis licensing and zoning ordinances and provided direction to staff.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

Action: Upon motion by Councilmember Coletti and seconded by Councilmember McDonnell, Council voted to continue past 10:00 p.m. to hear the new item 12D (former 9B) Agreement with Chavan & Associates only and continued 12C Pints on the Peninsula Special Event to the Council's June 7, 2023 meeting.

DRAFT

C. Pints on the Peninsula Special Event ***Due to time constraints, this item was continued to the Council's June 7, 2023 meeting.***
Reference: Katie Clark, Recreation Manager
Recommended Action:
1. Approve Pints on the Peninsula as a Full Cost Recovery Special Event for inclusion in the FY 2023-2024 Special Events Calendar.
2. Allow alcohol to be served in the confines of the fenced special event area attached to California Seltzer Company store front location of 631 Ocean Ave per Municipal Code Section 11.04.020, Consumption in Public Spaces.
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

D. Agreement with Chavan & Associates, LLP for Independent Financial Audit Services
Action required by May 17, 2023. This item was pulled from the Consent Agenda.
Public comment received from Inge Lorentzen Daumer and Marsha.

Action: Upon motion by Mayor Peake and seconded by Mayor Pro Tem Smith, Council voted to authorize the Mayor to execute a three-year agreement with the Pun Group, LLP for independent financial audit services for an amount not to exceed $60,500 for year one, and two one-year extensions with a 3% increase in each subsequent year; contingent upon an agreement approved by the City Attorney.

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

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

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

E. Lover's Point Pier Repair Project ***During the Approval of the Agenda, this item was continued to the June 7, 2023 City Council meeting (Previously labeled as 12D).***
Reference: Joyce Halabi, Deputy Public Works Director
Recommended Action:
1. Receive Report.
2. Provide staff with direction on pursuing the interim repair design solution.
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

F. Local Water Project Operations and Maintenance Contract ***During the Approval of the Agenda, this item was continued to the June 7, 2023 City Council meeting (Previously labeled as 12E).***
Reference: Dan Gho, Public Works Director/Deputy City Manager
Recommended Action:
1. Authorize an amendment to the Asset Management Agreement with PERC Water for the Operations & Maintenance of the Pacific Grove Local Water Project for a 5-year term

DRAFT

(November 1, 2023 –October 31, 2028) at a monthly fixed cost of $32,896 and a variable cost of $247.24 per acre foot of influent flow to the plant.
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

G. Agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 ***During the Approval of the Agenda, this item was continued to the June 7, 2023 City Council meeting (Previously labeled as 12F).***

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

Recommended Action:

1. Authorize an agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 in an amount not to exceed $109,174.
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

DRAFT

ADJOURNMENT

Council adjourned the regular meeting at 10:35 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: Sandra Kandell, City Clerk

MEETING DATE: June 07, 2023

SUBJECT: League of California Cities Voting Delegate and Alternate(s) Policy 000-029

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

RECOMMENDATION

1. Adopt a resolution approving a City Council policy regarding League of California Cities Voting Delegate and Alternate(s);
2. Approve Policy 000-29 outlining the process for selecting the League of California Cities Voting Delegate and Alternate(s);
3. Alternatively, discuss and take other action related to this item.

DISCUSSION

The purpose of this Council policy is to formalize the process of selecting a voting delegate and up to two alternates to attend the League of California Cities Annual Conference and vote on behalf of the City. Currently no such policy exists. Adopting a policy will ensure that the process is conducted consistently and transparently on an annual basis. Staff worked with legal to draft the attached resolution and policy. For ease of reference, staff has also attached the League's 2022 Voting Delegates Packet and Voting Delegates Resolution.

Background

The League of California Cities holds an Annual Conference. During the conference business meeting, the authorized delegate from the City may represent the City's interests to vote on and approve League policy. If the selected voting delegate cannot attend, the designated alternate may exercise voting authority.

Historically, the Mayor has been selected as the City's Voting Delegate and the Mayor Pro Tem as Alternate to attend the League of California Cities Annual Conference and vote on behalf of the City of Pacific Grove. Past practice also included instructions for the City Clerk to seek volunteers from Council and included Councilmembers designated as the voting delegate and alternate when the Mayor/Mayor Pro Tem have not been available.

The League requires each city seeking to vote on matters to authorize by resolution its Mayor or other elected officials to formally represent the city, participate in the business meeting, and vote on behalf of the city.

The policy issues are determined annually by the League Board in late summer. Staff returns to Council with the policy issues for direction to the voting representative.

In 2022, Council requested a policy be established for the purposes stated above.

OPTIONS

1. Do not approve.
2. Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact to establish this policy. Funding for City Council conference attendance and travel is allocated within the adopted Fiscal Year budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

1 Proposed Reso

2 Proposed Policy

3 Sample Packet from 2022

4 Sample Future Resolution

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY OF PACIFIC GROVE CITY COUNCIL ESTABLISHING A LEAGUE OF CALIFORNIA CITIES VOTING DELEGATE AND ALTERNATE(S) POLICY

FINDINGS

1. Currently, a League of California Cities Voting and Alternate Delegates Policy does not exist.

2. The purpose of a Voting and Alternate Delegate(s) Policy is to establish a formal process.

3. Adopting a policy will ensure that the process is conducted consistently and transparently on an annual basis.

4. City governance will be more effective with a Voting and Alternate Delegate(s) Policy outlining a process for selection.

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

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

2. The Council authorizes adoption of a Resolution to create City Council Policy 000-029 establishing a League of California Cities Voting Delegate and Alternate(s) process.

3. The League of California Cities Voting and Delegate(s) Policy is hereby approved as attached to this Resolution, which by this reference is 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 June, 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

City of Pacific Grove
City Council Policy

Policy Governing	Policy No.	Effective Date	Page
League of California Cities Voting Delegate and Alternate(s)	000-29	XXXXX, 2023	1 of 1

PURPOSE:
To formalize an annual process for selecting a voting delegate and up to two alternates to attend the League of California Cities (LoCC or Cal Cities) Annual Conference, participate in the business meeting, and vote on behalf of the City. Cal Cities membership considers and acts on resolutions that establish Cal Cities policy. Designation must be done annually.

POLICY & PROCEDURE:

Preconference:

- The City Manager and City Clerk will annually receive the LoCC Designation of Voting Delegate and Alternates memo requesting action by an indicated deadline.

- The City Clerk will place the designating delegate/alternate(s) matter on the next City Council regular meeting.

- The City Council will discuss, designate, and adopt by resolution a voting delegate and up to two alternates. (Note: Voting Delegate/Alternate(s) must be registered to attend the conference.)

- The Mayor/Designee will complete and return the Voting Delegate form attaching the adopted resolution and return to the LoCC as instructed.

- The City Manager and City Clerk will annually receive LoCC resolutions that establish Cal Cities policy for City Council consideration by late summer.

- The City Clerk will place the consideration of the resolutions matter on the next City Council regular meeting.

- The City Council will discuss and direct the voting delegate/alternate(s) on how to act on the resolutions at the annual meeting.

Conference:

- At least one voter must be in possession of the voting delegate card. Voting delegates and alternate(s) must pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternate(s), but only between the voting delegate and alternates. If the voting delegate and alternate(s) find themselves unable to attend the Business Meeting, they may not transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY:_____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name:_____

Title:_____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email_____

Mayor or City Clerk_____ Date_____ Phone_____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

RESOLUTION NO. 23-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE APPOINTING A VOTING DELEGATE AND ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

FINDINGS

1. The City of Pacific Grove is a full voting member of the League of California Cities (League);

2. The League takes positions on matters affecting cities throughout the state, including but not restricted to sponsoring legislation, taking joint positions on pending legislation, the placing voters' initiatives on the ballot;

3. The Board of Directors of the League of California Cities places matters for the cities' collective consideration on the agenda for the business meeting at the League's annual conference;

4. The League requires each city seeking to vote on those matters to authorize by resolution its Mayor or other elected officials to formally represent the city, participate in the business meeting, and vote on behalf of the city;

5. This resolution is in accordance with, and does not conflict with, existing City laws and regulations and applicable Government Code provisions, and

6. This action does not constitute a "Project" as that term is defined under the California Quality Act (CEQA), CEQA Guidelines Section 15378 as 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 RESOLVE AS FOLLOWS:

1. The City 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 City of Pacific Grove hereby appoints _____ as voting delegate with _____ and _____ as alternate voting delegates to the League of California Cities annual conference in _____, California.

3. The City of Pacific Grove City Clerk, or designee, is authorized to inform the League of the above appointments.

4. This resolution shall take effect immediately following passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 7th day of June, 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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: George Fuerst, Environmental Program Manager

MEETING DATE: June 07, 2023

SUBJECT: GreenWaste FY 23/24 Rate Increase

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

RECOMMENDATION

Adopt a Resolution affirming the accuracy of GreenWaste Recovery rate adjustment, per the franchise agreement for FY 23/24 by 2.77%.

DISCUSSION

Background

In 2012, the City, participating with other members of the Monterey Regional Waste Management District, issued a competitive request for proposals for waste collection services. In 2014, the City and GreenWaste Recovery Inc. (GWR) entered into a 15-year Franchise Agreement providing GWR with exclusive franchise rights to provide garbage, recycling, and organics collection to residential and commercial sectors within the City.

In accordance with the Franchise Agreement, rates are adjusted annually throughout the 15-year term using various inflationary indices, actual tonnage, and changes in the tipping fees at the Monterey Regional Waste Management District, as defined in section 8.2 and Exhibit E of the franchise agreement. Rate Adjustments are calculated using one of the 4 methodologies:

1. Multi-Index (E1 of franchise agreement)
2. Cost-Based (E2 of franchise agreement)
3. Extraordinary (Section 8.3 of franchise agreement)
4. Mutually agreed upon alternative method
a. Sector-Based Weighted Average Rate Adjustment

Previous Year Rate Increases
Table 1 presents an overview of the yearly rate increases. A narrative with background is provided below.

Table 1: Rate Increases To Date

Fiscal Year	Rate Period	Rate Increase	Methodology
FY15/16	1	N/A	Initial Year of the Agreement

FY16/17	2	3.4% (RES) 4.3% (COM) 5.2% (RO)	Sector-Based Weighted Average
FY17/18	3	4.8% (Res) 4.1% (Com) 2.1% (RO)	Sector-Based Weighted Average
FY18/19	4	7.6% (Res) 6.7% (Com) 7.3% (RO)	Sector-Based Weighted Average
FY19/20	5	0%	No annual rate increase applied due to GWR late submission
FY20/21	6	31.04%	Compound of Cost Based on RP5 (20.93%) and Multi-Index in RP6 (8.36%)
FY21/22	7	2.5% 2.54% SB 1383	0.7% increase to the solid waste fees 1.8% for SB 1383 (July, 2021) 2.54% additional SB 1383 increase
FY 22/23	8	1.54%	Multi-index based rate adjustment, uniform for all services
FY 23/24	9	2.77%	Multi-index based rate adjustment, uniform for all services
– Key: RES (residential), Com (commercial), RO (roll off container)			

Fiscal Years 15/16 through 18/19

The rates for Fiscal Year (FY) 15/16 were set upon execution of the Franchise Agreement. For FY16/17, FY17/18 and FY18/19 the City and GWR agreed that a Sector-Based Weighted Average was the best approach to determine adjustments for all rates charged to customers (Residential, Commercial and Roll-off).

Fiscal Year 19/20

For the FY19/20, there was no annual rate increase applied. The omission was due to GWR requesting a Cost-Based Rate Adjustment (CBRA). The Franchise Agreement requires that the City Council make a good faith effort to affirm annual rate adjustments. Nevertheless, due to the lengthy CBRA process in FY 19/20, which extended well into FY20/21, no rates where changed.

Fiscal Year 20/21

The FY20/21 rate increase was 31.04%. This rate increase was calculated based on the following factors, which harnessed both a cost-based rate adjustment and index-based rate adjustments:

· The CBRA showed the assumptions for revenue and expenses provided by the previous garbage provider were not accurate for all jurisdictions. The total revenue from all jurisdictions for the first five years of the original franchise agreement was close to initial assumptions. However, some jurisdictions had lower revenue and some higher revenue than what was expected for the expenses included in the rate base. GWR is required to “true-up” revenues and expenses in each individual jurisdiction’s franchise agreement during the CBRA process. Jurisdictions with lower revenue had to raise rates to cover the cost of services provided.

· The franchise agreement allows cost increases at the disposal facilities to be passed through to garbage rates. The only disposal facility utilized by GWR to fulfill its obligation with the City is two miles North of the City of Marina and operated by the Monterey Regional Waste Management District (MRWMD).

· The original franchise agreement included a provision for a $40 per ton credit for recyclable material collected in the blue bins and processed at the Monterey Regional Waste Management District Material Recovery Facility (MRF).

At that time, changes in the recycling market caused, revenue for the sale of recyclable materials from the MRF to be severely impacted. Low contamination requirements resulted in the $40 per ton credit being eliminated in 2020 and a new charge of $40 per ton for recycled material effective July 1, 2020. The $40 charge is still below the regional average tipping fee for garbage. That rate increase covered two years. It included the impact of transitioning from receiving $40 per ton to paying $40 per ton of recycled material and representing a 4% increase in the previous year's garbage rates.

· In addition to the rate increases based on the services prescribed in the Franchise Agreement, GWR has provided additional services and accommodations, which were not included in the original Franchise Agreement. Providing additional services to meet demand resulted in a significant increase last year.

Fiscal Year 21/22

The FY21/22 rate increase was 2.5%, calculated in accordance with the Franchise Agreement.

The FY21/22 increase was comprised of two components:

1. A 0.7% increase to the solid waste fees. This is the minimum amount to increase the solid waste fees such that the City complies with its franchise agreement with GWR. This amount was determined using the Multi-Index Rate Adjustment method.

2. A 1.8% increase to ensure sufficient funds for the implementation of the new requirements related to California Senate Bill 1383 which take effective, January 1, 2022, which will require collection of organics for all sectors.

In addition to the annual increase of 2.5%, a rate increase of 2.54% took effect January 1, 2022, to cover the additional costs related to SB 1383.

Fiscal Year 22/23

The FY22/23 rate increase was 1.54%, calculated in accordance with the Franchise Agreement. This amount was determined using the Multi-Index Rate Adjustment method, uniform for all services.

Fiscal Year 23/24

A 2.77% increase for FY 22/23 has been calculated in accordance with the Franchise Agreement using the Multi-Index Rate Adjustment method.

The table below is a representation for a typical increase for residential services.

Pacific Grove Rate Adjustment		
	Current rates (RP8)	New rate (RP9)
Adjustment	N/A	2.77%
Residential 32- gallon rate	$34.03	$34.97
Residential 64- gallon rate	$50.98	$52.39

Impact to Residents

This rate increase will have a minimal impact on residents, while ensuring the City meets the requirements of the Franchise Agreement. The rate increase of 2.77%, uniformly applied to current rates, equals an additional $0.94 per month for 32-gallon and $1.41 per month for 64 gallon container service.

The rate increase is scheduled to go into effect on July 1, 2023.

OPTIONS

1. Do nothing. Not recommended as rate increases are prescriptive, and GWR can back charge any delays in rate adjustments to July 1st.

FINANCIAL IMPACT:

The FY 23/24 proposed rate adjustment would not affect City expenses as City waste is collected at no charge under the terms of the Franchise Agreement. The rate adjustment would result in a proportional adjustment of the City's Franchise and Litter Abatement Fees. The Franchise Fee for FY 23/24 is 16% of gross receipts, and the Litter Abatement Fee is 3.95% of gross receipts.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Rate Period 9 Report

Rate Sheet (Attachment B)

Proposed Resolution

590 Ygnacio Valley Road, Suite 105
Walnut Creek, California 94596
Telephone: 925/977-6950
Fax: 925/977-6955
www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson
Marva M. Sheehan, CPA
Robert C. Hilton

May 19, 2023

Daniel Gho
Public Works Director / Deputy City Manager
City of Pacific Grove

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2023-24 Rate Request – Draft Report

Dear Daniel Gho:

HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District (District) to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2023, submitted to the City of Pacific Grove (City) on April 1, 2023. This report presents our findings and recommendations.

EXECUTIVE SUMMARY

HF&H's review of GWR's Rate Period 9 (RP9) rate request to the City and subsequent negotiations with GWR resulted in the following outcomes:

1. A 2.77% increase (the result of a $138,223 shortfall in revenues) to rates as calculated for RP9. Refer to **Figure 1** for the impact to sample residential rates.

Figure 1 – Example Rate Impact of Adjustment

Pacific Grove Rate Adjustment		
	Current Rates (RP8)	RP9
Adjustment		2.77%
Residential 32-gallon rate	$ 34.03	$ 34.97
Residential 64-gallon rate	$ 50.98	$ 52.39

BACKGROUND

In 2012, the City, participating with other members of the District, issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

- Rates are to be adjusted annually throughout the term of the Agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the District, unless either the City or GWR request a Cost Based Rate Adjustment (CBRA).
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the Agreement (Section 8.2.D).
- During the CBRA review in RP5, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials was identified. As such, the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments so as to not alter rate relationships between service sectors and material types.
- Through negotiations of the amendment and as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

RATE CALCULATION REVIEW

HF&H Scope of Work

HF&H performed this review of the rate request in accordance with Exhibit E1 (for the index based rate adjustment). These procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.
2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.
3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verification of contract compliance with regard to:

    A. The indices used in the adjustment.

    B. The tip fees reported for the disposal/processing components of the rates.

    C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.

    D. Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedule approved by the City through the Agreement.

Review of Rate Request

Rate Period 9 Application

HF&H reviewed the rate application for RP9. The results of the calculation of RP9 per methodology of Exhibit E1 of the amendment can be seen in **Figure 2** on the following page.

Daniel Gho
May 19, 2023

Figure 2 - City of Pacific Grove Application of Index Based Adjustments to RP9

	Rate Period Eight	Adjustment Factor	Rate Period Nine
Annual Cost of Operations			
Labor-Related Costs	$ 872,250	1.058	$ 922,841
Vehicle-Related Costs	$ 164,995	1.056	$ 174,235
Fuel Costs	$ 162,426	1	$ 162,426
Other Costs	$ 359,667	1.056	$ 379,808
Direct Depreciation	$ 266,606	N.A.	$ 266,606
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$ 874,864	1.056	$ 923,856
Total Allocated Costs - Depreciation & Start-Up	$ 48,820	N.A.	$ 48,820
Total Annual Cost of Operations	$ 2,749,628		$ 2,878,592
Profit	$ 329,463	OR=89.3	$ 344,915
Pass-Through Costs			
Disposal Costs	$ 474,040	Tons*Tip Fee	$ 470,309
Curbside Supplemental	$ (9,844)	1.00	$ (9,844)
Recycling Processing Costs	$ 110,719	Tons*Tip Fee	$ 97,420
Residue Processing Costs	$ 19,286	Tons*Tip Fee	$ 19,284
Yard Trimmings Processing Costs	$ 135,095	Tons*Tip Fee	$ 110,258
Food Waste Processing Costs	$ 16,048	Tons*Tip Fee	$ 26,287
C&D Processing Costs	$ 2,982	Tons*Tip Fee	$ -
Interest Expense	$ 78,899	N.A.	$ 78,899
Total Allocated Costs - Lease	$ 62,256	N.A.	$ 62,256
Total Pass-Through Costs	$ 889,482	N.A.	$ 854,870
Total Costs before Agency Fees	$ 3,968,573	N.A.	$ 4,078,377
Agency Fees/Payments			
Franchise Fee	$ 798,565	16.00%	$ 820,681
Administrative Fee		0.00%	$ -
AB 939/341 Fee		0.00%	$ -
HHW Fee		0.00%	$ -
Vehicle Impact Fee		0.00%	$ -
AB 939 Fee			
Litter Abatement Fee	$ 197,146	3.95%	$ 202,606
Rate Application Review Costs	$ 26,749	Actual	$ 34,080
Other Adjustments (as needed from time to time)			
		N.A.	$ -
Adjustment from MRWMD Tip Fee Estimate		N.A.	$ (6,488)
	$ -		
Total Calculated Costs	$ 4,991,033		$ 5,129,256
Prior Year Revenue			$ 4,991,033
Surplus/(Shortfall)			$ (138,223)
Increase/Decrease			2.77%

Review of GWR Costs

There are four major components to GWR's rate application: 1) calculation and application of the inflationary indexes as prescribed in the Agreement; 2) the disposal and/or processing component; 3) the Agency Fees; and, 4) other one-time adjustments.

There are three indexes used in the index adjustment: CPI, fuel index, and labor index. The annual percent change in each of the indices is used to calculate the coming years projected cost for the line items to which these indexes are applied.

HF&H has reviewed and GWR has confirmed the accuracy of each of these indexes, and notes that the fuel index remains unchanged, as reported by management staff at the District.

Review of Disposal/Processing Component

Calendar Year 2022 collected tons were used for the RP9 review in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by the District in order to project anticipated disposal and processing costs at the District. The following table describes the changes in the City's disposal and processing costs for each material type based on the tip fees at the District which have been incorporated into our RP9 review.

Figure 3 - Impact of District Tip Fee Changes

Material	2022 Tons	Current Per Ton Tip Fee	Rate Period 9 Costs
	A	B	A x B
Solid Waste	6,356	$ 74.00	$ 470,309
Recycling	2,436	$ 40.00	$ 97,420
Yard Trimmings	2,346	$ 47.00	$ 110,258
Food Waste	411	$ 64.00	$ 26,287
C&D*	-	$ 74.00	$ -

**The C&D per ton tip fee reflects an average weighted cost for multiple types of C&D materials.*

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 16% for franchise fees and 3.95% for litter abatement fees, remitted to the City by GWR.

Additionally, rate application review costs and other identified District costs totaling $34,080 were added as a one-time adjustment to cover the rate review, franchise management, and other identified District costs such as staff time, public education and outreach, and some other identified costs related to SB 1383.

Review of Other One-Time Adjustments

There was a change between actual tip fees and the anticipated amount set forth in RP8 rates with regard to the Recycling per ton tip fee. The reconciliation of this amount resulted in a credit of $6,488 to be included as a one time adjustment.

New Rates

Attached hereto is a table of all new rates recommended for RP9 based on the adjustments described in this memo (Attachment B). HF&H recommends adopting these rates by resolution to be effective July 1, 2023.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

Residential Solid Waste Collection Rates			
Service Level	**Solid Waste**	**Recycling**	**Organics**
Curbside 32 Gallon	$34.97	Included	Included
Curbside 64 Gallon	$52.39	Included	Included
Curbside 96 Gallon	$69.69	Included	Included
One Way 32 Gallon	$57.05	Included	Included
One Way 64 Gallon	$74.48	Included	Included
One Way 96 Gallon	$91.77	Included	Included
Backyard 32 Gallon	$64.40	Included	Included
Backyard 64 Gallon	$81.83	Included	Included
Backyard 96 Gallon	$99.12	Included	Included

Notes:
See Exhibit B1 for specific service availability

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
32-Gallon Cart	$30.36	$60.44	$90.46	$121.37	$151.99	$184.40
64-Gallon Cart	$61.14	$96.94	$132.74	$148.16	$220.45	$292.74
96-Gallon Cart	$95.80	$179.91	$264.58	$349.24	$433.90	$484.37
1-Cubic Yard Bin	$140.11	$282.69	$426.24	$522.84	$642.98	$763.12
2-Cubic Yard Bin	$279.25	$515.96	$752.80	$1,035.48	$1,211.14	$1,556.32
3-Cubic Yard Bin	$419.35	$749.36	$1,071.57	$1,479.08	$1,826.91	$2,208.11
4-Cubic Yard Bin	$512.52	$1,028.61	$1,475.65	$1,995.04	$2,375.72	$3,074.94
6-Cubic Yard Bin	$745.92	$1,472.20	$2,115.12	$2,877.11	$3,622.73	$4,160.36
8-Cubic Yard Bin	$1,025.17	$1,988.16	$2,867.91	$3,912.60	$4,833.87	$5,716.68
2-Cubic Yard Compactor	$330.32	$618.11	$906.03	n/a	n/a	n/a
3-Cubic Yard Compactor	$495.97	$902.58	$1,301.41	n/a	n/a	n/a
4-Cubic Yard Compactor	$614.67	$1,232.91	$1,782.09	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$16.76	$26.57	$36.38	$40.61	$60.43	$80.24
96-Gallon Cart	$23.96	$44.98	$66.14	$87.31	$108.47	$121.09
1-Cubic Yard Bin	$35.02	$70.67	$106.56	$130.71	$160.74	$190.78
2-Cubic Yard Bin	$69.81	$128.99	$188.20	$258.88	$302.78	$389.09
3-Cubic Yard Bin	$104.84	$187.34	$267.89	$369.77	$456.73	$552.03
4-Cubic Yard Bin	$128.13	$257.15	$368.91	$498.76	$593.93	$768.74
6-Cubic Yard Bin	$186.48	$368.05	$528.78	$719.28	$905.69	$1,040.09
8-Cubic Yard Bin	$256.29	$497.04	$716.98	$978.15	$1,208.47	$1,429.17
2-Cubic Yard Compactor	$55.83	$101.04	$146.28	n/a	n/a	n/a
3-Cubic Yard Compactor	$83.88	$145.42	$205.00	n/a	n/a	n/a
4-Cubic Yard Compactor	$100.18	$201.25	$285.06	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$50.27	$79.71	$109.15	$121.83	$181.29	$240.73
96-Gallon Cart	$71.86	$134.94	$198.44	$261.93	$325.43	$363.28
1-Cubic Yard Bin	$105.08	$212.01	$319.67	$392.13	$482.24	$572.34
2-Cubic Yard Bin	$209.43	$386.97	$564.60	$776.62	$908.35	$1,167.24

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$50.27	$79.71	$109.15	$121.83	$181.29	$240.73
96-Gallon Cart	$71.86	$134.94	$198.44	$261.93	$325.43	$363.28
1-Cubic Yard Bin	$105.08	$212.01	$319.67	$392.13	$482.24	$572.34
2-Cubic Yard Bin	$209.43	$386.97	$564.60	$776.62	$908.35	$1,167.24
3-Cubic Yard Bin	$314.52	$562.03	$803.68	$1,109.31	$1,370.19	n/a
4-Cubic Yard Bin	$384.39	$771.46	$1,106.72	$1,496.27	$1,781.80	n/a
6-Cubic Yard Bin	$559.44	$1,104.14	$1,586.34	$2,157.84	$2,717.06	n/a
8-Cubic Yard Bin	$768.87	$1,491.12	$2,150.93	$2,934.44	$3,625.40	n/a

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	**MSW**	**REC**	**YT**	**C&D**
10 YD	$417.80	$417.80	$417.80	$417.80
20 YD	$580.90	$580.90	$580.90	$580.90
30 YD	$744.01	$744.01	$744.01	$744.01
40 YD	$907.11	$907.11	$907.11	$907.11
Per Ton	$88.10	$47.62	$55.95	$88.10

Additional Service Rates		
Service	**Sector**	**Charge Per Event**
Cart Rental - All Sizes	RES	$4.82
32 Gallon Cart Rental - Recycle	RES	$4.82
Cart Replacement	RES	$96.46
Re-Delivery or Re-Start	RES	$40.19
Cart Cleaning	RES	$40.19
Non-Scheduled Collection	RES	$30.54
Cardboard Sticker	COM	$13.25
Difficult to Service Cart	COM	$1.60
Difficult to Service Bin	COM	$4.82
Locking Bin	COM	$80.38
Cart Replacement	COM	$96.46
Cart Cleaning	COM	$40.19
Bin Swap- Cleaning or Repainting	COM	$120.57
Bulky - Recycllabe	RES/COM	$32.16
Bulky - Non Recyclable	RES/COM	$40.19
Bulky - Event	RES/MFD	$48.23
Covered Box	RO	$120.57
Driver Time per Hour	RO	$176.84
Dry Run or Relocation	RO	$120.57
Extra Days	RO	$40.19

*Note:All rates charged monthly unless stated otherwise

RESOLUTION NO. 20-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AFFIRMING ACCURACY OF RATES TO BE CHARGED BY GREENWASTE RECOVERY EFFECTIVE JULY 1, 2023 FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS

FINDINGS

1. The City of Pacific Grove (City) entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on August 20, 2014 for solid waste, recycling, and organics collection services for the period of August 1, 2015 through July 31, 2030; and,

2. Section 8.3 of the Franchise Agreement describes the process for an adjustment to maximum customer rate, when there is a change in law or a City-directed change in scope and,

3. The application of the formulas required by the Franchise Agreement results in a rate increase of 2.77% for every service level; and,

4. HF&H Consultants has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,

5. This action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378 as it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

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 City Council of the City of Pacific Grove hereby affirms the following rate adjustments are accurate and appropriate to be charged by GWR under the franchise agreement, effective July 1, 2023: 2.77% Index Based Rate Adjustment to all single-family residential, commercial solid waste, recycling, and organics rates; and, all roll-off rates.

3. To the extent that this Resolution results in the imposition of any fees, rates, or charges for services or facilities in connection with the solid waste system providing services within the City's territorial limits, those charges are adopted pursuant to California Health and Safety Code section 5471.

4. This Resolution shall become effective July 1, 2023, following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this_____day of_____,_____, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
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: Joyce Halabi, Deputy Public Works Director

MEETING DATE: June 07, 2023

SUBJECT: On-Call Traffic Engineering

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

RECOMMENDATION

1. Authorize an agreement with 4Leaf, Inc. for on-call traffic engineering services in an amount not to exceed $70,000 with options for two, one-year extensions by mutual agreement
2. Alternatively, discuss and take other action on this item

DISCUSSION

Since 2012, the City of Pacific Grove (City) has contracted with a qualified licensed Professional Engineer (PE) for on-call traffic engineering services. On-call traffic engineering services allow the City to meet traffic engineering needs in a cost-effective manner while maintaining existing staffing levels.

The on-call Traffic Engineer plays a vital role in the overall management and coordination of traffic safety within the City. The Traffic Engineer coordinates all traffic safety and engineering services prescribed by state law to ensure compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and administers all traffic engineering-related processes as required by the municipal and state vehicle codes. This includes performing traffic studies and evaluating data to update speed zones. The on-call Traffic Engineer also regularly meets with Public Works and Police staff and attends the Traffic Safety Commission meetings to answer questions, provide expert analysis, and receive and resolve citizen traffic safety complaints.

The current on-call traffic engineering services agreement was authorized by the City Council on February 2, 2021, with 4Leaf, Inc. in an amount not to exceed $70,000 following a competitive request for qualifications (RFQ) process. This agreement was authorized with two, one-year extensions by mutual letter. Extensions were executed for FY21/22 and FY22/23.

Staff is requesting to authorize a new agreement with 4Leaf for $70,000 with two, one-year extensions by mutual agreement. A new RFQ was not issued, however, this action is consistent with Pacific Grove Municipal Code, 2.16.080 Bidding procedures – Dispensation when:

> Purchase of supplies, services, materials and equipment shall be by quotation or bid procedures as set forth in this chapter. Such procedures may be dispensed with by the purchasing agent, in his or

her sole discretion and judgment as to the best interest of the city, as follows:
(d) When a service, such as that available from an attorney, accountant, architect or specialized consultant, involves a specialized knowledge or personal skill;

4Leaf has demonstrated the necessary skills and abilities to perform the duties required of the on-call Traffic Engineer. 4leaf's team has over 35 years of extensive and relevant local experience in traffic engineering operations, traffic control plans and assessments, and design oversight. The service provided has been prompt, responsive, and thorough over the last 3 years of service.

OPTIONS

1. Do not authorize the agreement with 4leaf and request staff to issue an RFQ
2. Provide alternate direction

FINANCIAL IMPACT:

$70,000 has been requested for on-call traffic engineer services via the Public Works Department FY23/24 Operating Budget.

If approved, the City's standard professional services agreement (reviewed and approved by the City Attorney, Risk Management, and the California Joint Powers Insurance Authority) will be prepared for the Mayor's signature per the standard contracting process. The agreement will not be routed until the FY23/24 budget is formally adopted.

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: Daniel Gho, Public Works Director/Deputy City Manager

MEETING DATE: June 07, 2023

SUBJECT: Regional Surface Transportation Program Allocation

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

RECOMMENDATION

1. Authorize an agreement with the Transportation Agency for Monterey County (TAMC) for appropriation of $310,999.29 of Regional Surface Transportation Program funds.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Regional Surface Transportation Program (RSTP) was established by the State of California to utilize federal Surface Transportation Program funds for a wide variety of transportation projects. The State allows the Transportation Agency for Monterey County (TAMC) to exchange these federal funds for state funds to maximize the ability of local public works departments to use the funds on a wide variety of projects including bicycle and pedestrian projects, local roads, and transit. TAMC has the responsibility of distributing these funds to the local jurisdictions. RSTP funds are distributed in two methods:

1. Fair Share, which is allocated to cities and counties based on population and centerline miles, and

2. Competitive Share, which is allocated to projects based on a competitive grant process

On March 22, 2023, the TAMC Board approved RSTP Fair Share funding allocations for the three-year program period, FY 2023-2026. The City's fair share funding allocation for this period is $119,769.53. This new allocation paired with previous fair share funding balances provides the City with $310,999.29* of available RSTP funding.

**The City, through recent budget modifications approved by the City Council, has harnessed $82,430 of the existing balance for two CIP projects (1) crosswalk improvements at 19th and Sunset and (2) Storm water improvements at 18th and Spruce. Once those projects are completed, a reimbursement request will be submitted to TAMC.*

A new funding agreement with TAMC is required every three years in order to be eligible to receive RSTP funds. These monies are held for the City by TAMC and can be used for a wide variety of

transportation projects. Projects that are eligible include construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements.

OPTIONS

Do not enter into the RSTP agreement and forgo $310,999.29 of transportation-related funding. Failure to do so would result in the City being ineligible for the receipt of RSTP Fair Share funding

FINANCIAL IMPACT:

By entering into an agreement with the Transportation Agency of Monterey County, the City will secure a $310,999.29 allocation of transportation-related funding for future infrastructure projects.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Funding Agreement

Funding Amounts

AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF PACIFIC GROVE
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS

This agreement is made on _____ by and between the City of Pacific Grove, a public body, hereinafter referred to as "Recipient," and the Transportation Agency for Monterey County, hereinafter referred to as "TAMC."

WHEREAS, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, TAMC is authorized to use these exchanged funds (hereinafter referred to as "RSTP Exchange Funds") to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

    A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

    B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

    A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.

    B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

    A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.

    B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

   A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").

   B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.

   C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

   D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.

   E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

5. COST PRINCIPLES

   A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

   B. Recipient agrees to:

      (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

      (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

   Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

6. THIRD PARTY CONTRACTING

   A. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

   B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.

   C. In addition to the above, the pre-award requirements of third party contractor/ consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

   Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

   For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

13. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

_____ _____
Todd Muck Date
Executive Director

Recipient:
CITY OF PACIFIC GROVE

_____ _____
Bill Peake, Pacific Grove Mayor Date

Approved as to Form:

_____ _____
Robert Brayer Date
TAMC Counsel

_____ _____
City Attorney Date
City of Pacific Grove

Transportation Agency for Monterey County

Master State and Federal Funding Agreement

Exhibit A

City of Pacific Grove

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
Pacific Grove	8/26/2020	8/26/2023	RSTP Competitive	Point Pinos Trail Project	$ 222,000.00	$ 113,249.02	$ 108,750.98
Pacific Grove	1/27/21	1/27/2024	RSTP Fair Share	Point Pinos Trail Project	$ 61,282.00	$ -	$ 61,282.00
Pacific Grove	3/22/2023	3/21/2026	RSTP Fair Share	Unprogrammed balance	$ 310,999.29	$ -	$ 310,999.29
					$ 594,281.29	**$ 113,249.02**	**$ 481,032.27**

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
Pacific Grove	3/26/2014	Completed	RSTP Fair Share	Lighthouse Av, Eardley-Fountain, rehab	$ 437,134.50	$ 437,134.50	$ -
Pacific Grove	3/26/2014	Completed	RSTP Fair Share	Citywide Maintenance	$ 92,149.59	$ 92,149.59	$ -
Pacific Grove	3/26/2014	Completed	RSTP Fair Share	Holman Highway 68 Roundabout - Construction	$ 100,000.00	$ 100,000.00	$ -
Pacific Grove	3/26/2014	Completed	RSTP Fair Share	David Avenue and Sinex Avenue Sidewalk Improvement Project	$ 104,999.75	$ 104,999.75	$ -
Pacific Grove	12/4/2019	Completed	RSTP Safe Streets	Forest Lodge Road / PG High School Sidewalk Improvement	$ 75,000.00	$ 75,000.00	$ -
Pacific Grove	2/26/2020	Completed	RSTP Fair Share	Congress Avenue Road Rehabilitation Project	$ 53,862.71	$ 53,862.71	$ -
Pacific Grove	8/26/2020	Completed	TDA 2%	Point Pinos Trail Project	$160,000.00	$160,000.00	$ -
					$ 863,146.55	**$ 863,146.55**	**$ -**

Last Revised: **3/22/2023**

Approved by: Todd Muck

Todd Muck, Executive Director

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: June 07, 2023

SUBJECT: Parklet Program Fees

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

RECOMMENDATION

Receive the report, thereby providing direction to City staff to use the existing City Fee Schedule for Parklet Fees, as outlined.

DISCUSSION

At the March 22, 2023 City Council meeting, City staff brought forward a proposed Parklet Program item for City Council consideration. As part of this proposal, City staff recommended using existing City fees for parklets. Specifically, annual parklet land use fees were proposed to be based upon square footage, equivalent to the City's existing Public Parking Lot Parking Space Permit Fee, which is $386 per space (reference attached Master Fee Schedule, Police Dept., page 26, 3rd row from the bottom of the page). In addition to this land use based fee, it was also proposed that Parklets be subject to an annual Outdoor Dining Permit Fee of $438 (reference attached Master Fee Schedule, Community Development Dept., page 14, 8th row from the top), as well as a temporary encroachment permit fee of $257 (reference attached Master Fee Schedule, Community Development Dept., page 18, 6th row from the bottom of the page). Under this proposed structure, a Parklet occupying two (2) parking spaces would have annual fees of approximately $1500. As these are existing City fees, no modification to the Master Fee Schedule was required. While the City Council did adopt an ordinance allowing for parklets within the City's public right-of-way, and formed a City Council Subcommittee to further review the City parklet program at its March 22, 2023 meeting, no direction was provided related to Parklet fees (reference Minutes).

Existing City parklets are licensed through the end of June, 2023. While the City Council Subcommittee reviews the City parklet program, direction is needed from the City Council for parklet fees for the upcoming fiscal year, beginning on July 1, 2023. Accordingly, it is recommended that the City Council receive this report, and in doing so, provide ratification of City staff's proposed parklet fees, as outlined at the March 22, 2023 City Council meeting. In providing this direction, the City Council should note that Pepper's Restaurant (170 Forest Ave.), will need to be addressed separately by City staff, as the restaurant uses six (6) parking spaces and a driveway encroachment within a City-owned parking lot.

OPTIONS

1. Take no action. Taking no action would continue parklet licenses without fees.
2. Provide alternate direction.

FINANCIAL IMPACT:

Using the proposed parklet fees would allow full-cost recovery to the City for its efforts to administer the City Parklet Program.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Fee Schedule

City of Pacific Grove

MASTER FEE SCHEDULE
FISCAL YEAR 2022-23

Adopted April 20, 2022

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ACCT #	GENERAL ADMINISTRATION	F/Y 22-23 Fees
	The City may bill for special services, such as support for special events, cleanup of hazardous materials spills, protection of public property and public safety due to unusual events. Billings may be waived or reduced by action of the City Manager.	Based on total actual direct and indirect costs
01-4406	Document Photocopy and Report Fees (Soft or Hard) (per page)	$0.25
01-4406	Digital Production - CD, DVD, Flash drives for PRA information requests and presentations at meetings by the public (City will not allow the use of flash drives provided by the public for reasons of virus protection)	Actual Cost
01-4406	Notary fees (per signature)	
	* Unless otherwise specified in Government Code § 8211	$15.00 per signature
01-4513	Returned check processing (per item)	$25
01-4534	Credit Card Payment Processing Fee	
	$1.00 - $50.00	$2
	$51.00 - $100.00	$3
	$101.00 - $200.00	$5
	$201.00 - and up @ 4% of charged amount	4% of charged amount
	Transient Occupancy Taxes may not be charged on a credit card	
01-4406	Copy of Annual Budget or Annual Financial Report	Actual Costs
01-4121	Business License Administration Fee, per License	
	If paid by August 1 (on time payment/standard)	$21
	If paid after August 1 (late payment)	$47
01-4674	City Hall Facility Rental Fees:	
	Security Deposit (SECURITY)	$67
	Clean-up Fee	Actual Costs
	Special Audio Visual Equipment Use Deposit	$267
	Council Chambers – first four hours of use	$141
	per hour after four hours	$35
	Forest Avenue Conference Room – first four hours	$55
	per hour after four hours	$14
	City Manager Conference Room – first four hours	$111
	per hour after four hours	$29
01-4516	Fuel sales to outside agencies	Cost + 10%
	Water entitlement rights - Per Acre Foot Per Year	$250,000 AFY
	Water entitlement rights - Per one tenth (.10) Acre Foot Per Year.	$25,000 per .10 AFY
	Water entitlement rights 30% discount expires 06/30/23	
	Water entitlement rights application processing fee.	$461
	Tobacco Retailer License	$400

ACCT #	GENERAL ADMINISTRATION	F/Y 22-23 Fees
	FILMING FEES	
	Use of Public Areas for Motion Picture and Still Photography Productions (PGMC §16.64.030), Daily Fee Calculated for 100% Cost Recovery and Approved by the Administrative Services Director (May be reduced not more than 50% with City Manager approval)	
	Minor Film Permit This is a permit would primarily apply to still photography and really minor filming applications such as little or no crew. This type of permit typically would only require review from Police Personnel with little to minimal involvement from other departments.	$154
	Mid-Level Film Permit This is a permit that would primarily apply to a major photoshoot or minor commercial filming application. It would require coordination between Police Personnel and Parks and Recreation staff for use of City property.	$523
	Major Film Permit This is a permit that would primarily apply to a major commercial filming - Movies or Television shows. It could be productions that would require building stages, sites with unique environmental or location conditions; or crews with crews of 30 or more personnel. This type of application review would require significant review and input from a variety of City staff, including Police, Fire, Parks and Recreation, and Public Works.	$851
	Land Lease for Filming (Fee subject to negotiation; fee study and recommended baseline amounts are provided for reference, parking lots may be charged by space)	.15 / square foot per hour
	The City Manager may decrease fees set forth in this schedule if s/he determines that the cost of providing a particular service will be substantially less than the normal cost of such service or if programs or services are reduced.	
	The City may, at its discretion, choose to apply a late payment fee to outstanding amounts due to the City that remain unpaid thirty days after the due date. The penalty will be set at 10% of the amount owed, but no less than $25.	Min. $25

ACCT #	CITY CLERK	F/Y 22-23 Fees
01-4406	CLERK CERTIFICATION	
	Certification of Pacific Grove Residency and or Proof of Life, per person	$15 per signature
	Certification of Documents (Per document)	$15
01-4406	PUBLIC RECORDS	
	Copies standard 8.5" x 11", black and white (ordinances, resolutions, campaign finance and economic statements)	0.10 per page
01-4513	ELECTIONS	
	Under certain circumstances, the City must collect fees as prescribed by other governing bodies, such as the Fair Political Practices Commission (FPPC). The City has no control over these fees.	
	Nomination Papers Filing Fee (EC Section 10228)	$25
	Candidates Statement Filing	Set by County
	Intent to File Initiative (EC Section 9202(b))	$200
	Late filing fee per late day (As set forth by State)	$10
01-4513	MISCELLANOUS	
	Administrative Records (Compilation/Creation)	Actual Costs
	Appeal Fee (Beautification, Traffic Commission, all others not listed elsewhere)	$44
	Annual Subscription Service: Agenda and Minutes	$29
	Agenda only	-

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
75-4481	CEMETERY SITE SALES	
	Single Burial Site, Adult	$4,812
	Single Burial Site, Child	$2,408
	Double Garden Crypt-In Ground	$8,336
	Urn Garden, Double-In Ground	$3,596
	Urn Garden, Single-In Ground	$2,251
	Urn Sites, Other than Urn Garden	$2,438
	Urn Sites–Double Other than Urn Garden	$3,998
	Urn Sites - Triple	$4,297
	Columbarium Niche (1-4 urns)	$7,991
75-4482	Unit 1 – Mausoleum Single Niche	$3,185
	Unit 1 – Mausoleum Double Niche	$6,243
	Unit 1 – Mausoleum Single Crypt	$15,046
	Unit 2 – Mausoleum Double Niche	$6,243
	Unit 2 – Mausoleum Single Crypt	$15,045
	Unit 2- Mausoleum Double Crypt	$27,604
	Unit 2- Mausoleum Memorial Garden – per urn	$328
75-4481	New Columbarium (1 - 4 urns)	$7,991
75-4481	Memorial Wall Plaque Site	$70
86-4480	ENDOWMENT CARE	
	Burial Site, Adult	$1,139
	Burial Site, Child	$585
	Double Garden Crypt	$1,139
	Urn Garden, Double	$701
	Urn Garden, Single	$626
	Urn Sites, Other than Urn Garden (In Ground, per Urn)	$626
	Urn Sites, Double - Other Than Urn Garden	$701
	Urn Sites - Triple	$1,139
	Columbarium Niche	$765
	Mausoleum Single Niche	$701
	Double Niche	$765
	Unit 2- Mausoleum Memorial Garden	$128
	Mausoleum Crypt	$765
75-4484	LABOR CHARGES	
	Grounds Maintenance - One Time Fee Excluding Memorial Garden Sites and Child Sites	$1,169
	Grounds Maintenance - One Time Fee for Memorial Garden Sites	$293
	Grounds Maintenance - One Time Fee for Child Sites	$585

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Open/Close Burial Site, Adult	$1,996
	Open/Close Burial Site, Child	$993
	Open/Close Double Garden Crypt (1st opening)	$1,857
	Open/Close Double Garden Crypt (subsequent opening)	$1,717
	Set In-Ground Marker	$562
	Set In-Ground Marker with Border	$840
	Set In-Ground Urn and Marker	$854
	Set In-Ground Urn and Marker with Border	$1,062
	Set or Remove In-Ground Vase	$170
	Set In-Ground Vase with Border	$377
	Add border to marker after original placement	$562
	Add border to vase after original placement	$413
	Remove In-Ground Urn & Marker or In-Ground Urn & marker with Border	$274
	Remove In-Ground Marker or In-Ground Marker with Border	$338
	Open Mausoleum Niche Unit 1 for inurnment	$993
	Place plaque or vase on Unit 1 Mausoleum Niche at inurnment	$207
	Place/Remove plaque or vase on Unit 1 Mausoleum Niche after inurnment	$551
	Replace Vase Holder (Unit 1 Niche & Columbarium) - vase holder cost plus one & one-half hour labor	$238 + Vase Pkg
	Remove Urn - Unit 1 Niche	$274
	Open Mausoleum Niche Unit 2 for inurnment	$786
	Place plaque or vase on Unit 2 Mausoleum Niche at inurnment	$244
	Place/Remove plaque or vase on Unit 2 Mausoleum Niche after inurnment	$446
	Replace Vase Holder (Unit 2 Niche, New Columbarium) – vase holder cost plus one hour labor	$170 + Vase Pkg
	Remove Urn - Unit 2 Niche	$274
	Open Columbarium Niche to Place Urn	$1,133
	Place/Remove Plaque or Vase on Columbarium niche at Inurnment	$139
	Place Plaque or Vase on Columbarium niche after Inurnment	$621
	Remove Urn - Columbarium Niche	$308
	Open New Columbarium Niche to Place Urn	$647
	Place Plaque or Vase on New Columbarium niche	$170
	Remove plaque or urn from New Columbarium niche	$170

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Open Mausoleum Crypt for inurnment	$924
	Open Mausoleum Crypt for burial	$1,480
75-4484	LABOR CHARGES	
	Open Underground Unit 2 Mausoleum Crypt for Burial	$1,758
	Place Plaque or Vase on Mausoleum Unit 1 Crypt at Burial	$207
	Place Plaque or Vase on Mausoleum Unit 1 Crypt other than at Burial	$446
	Place plaque or vase on Mausoleum Unit 2 Crypt at Burial	$139
	Place Plaque or Vase on Mausoleum Unit 2 Crypt after Burial	$601
	Open Memorial Garden Site (place urn)	$491
	Place Plaque on Memorial Garden Site/Memorial Wall	$170
	Remove Urn from Memorial Garden Site	$377
	Remove Plaque from Memorial Garden Site/Memorial Wall	$446
	Remove Niche/Crypt Slug	$308
	Replace Cracked Mausoleum Granite Plate (Unit 1)	$170 + Plate Cost
	Place Cameos	$170 Per Hour
	Marker Rubbing	$120 Per Hour
	Disinter Casket, Double Garden Crypt (lower level)	$1,486
	Disinter Casket, Double Garden Crypt (upper level)	$1,340
	Disinter In-Ground Casket, Child	$924
	Disinter In-Ground Casket, Adult	$1,340
	Pallbearers – weekdays only	$294
	Saturday Service (4-hour minimum at overtime rate)	$586
	Hourly Rate (2-hour minimum)	$90 Per hour, per staff person - Minimum 2 staff for 2 hours ($360)
	Overtime Hourly Rate (2-hour minimum)	$98 Per hour per staff person - Minimum 2 staff for 2 hours ($392)
75-4481	DEED PROCESSING	
	Deed Fee	$243
	Replacement Deed Fee	$36
	Deed Transfers, Document Processing Fee	$243
	CA Disposition of Human Remain permit fee	$13

ACCT. #	EL CARMELO CEMETERY	F/Y 22-23 Fees
	Endowment transfer fee: Upon transfer, the party transferring deed shall pay the difference between the endowment care rate paid with initial deed and the current endowment care rate.	
	Grounds Maintenance One-Time Fee. Upon transfer, the new site owner shall pay the one-time Grounds Maintenance Fee based on the type of burial site.	
75-4481	PRODUCTS	
	Adult Liner, Single	At Cost
	Liner, Double Garden Crypt (taxable portion) (Pre-set – charge sales tax only)	At Cost
	Child Liner, Single	At Cost
	Vase Package – in-ground	At Cost
	Vase Package – Columbarium	At Cost
	Vase Package – Mausoleum Unit 1	At Cost
	Vase Package B58– Mausoleum Unit 2 crypts	At Cost
	Vase Package – Mausoleum Unit 2 niches	At Cost
	Vase Package – New Columbarium	At Cost
	Vase Holder - In-Ground	At Cost
	Vase Insert - In Ground	At Cost

(1) The City Manager has the ability to approve a 10% resident discount on Cemetery Site sales only for a specified period of time during the year. This discount would be included in an advertisement and designed to assist with advance planning.

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
01-4413	GENERAL PLAN AND ZONING AMENDMENTS	
	General Plan Amendment (Actual Cost – Minimum fee plus hourly fee)	$5,513
	General Plan Update	5% of permit fee
	Zoning Ordinance Amendment (Actual Cost – Minimum fee plus hourly fee)	$2,753
01-4401	SUBDIVISIONS	
	Tentative Tract Map - Base	$2,495
	Tentative Tract Map - Per Lot	$302
	Final Tract Map - Base + Recording Fee	$2,495
	Final Tract Map - Per Lot	$386
	Lot Line Adjustment	$2,058
	Final Parcel Map (plus recording fees)	$2,180
	Tentative Parcel Map - Base	$2,180
	Lot Mergers	$2,073
	Certificate of Compliance (Min. fee plus hourly fee if more than 12 hours required plus applicable attorney fees)	$2,073
01-4407	ENVIRONMENTAL REVIEW	
	Environmental Impact Report (EIR)* - This represents a deposit for staffing time for a full EIR. All staff time will be charged at the fully-burdened rate against the deposit, along with all publishing and noticing costs	50% of EIR cost
	Exemption*	$302
	Initial Studies/Mitigated Negative Declaration*	$6,699
	Mitigation Monitoring	$4,938
	Negative Declaration Addendum	$4,938
	* Filing fees by external agencies not included	
01-4607	Environmental Enhancement Fund (Fund 5)	$2.40/sq. ft.
01-4401	USE PERMITS	
	Use Permit and Amendments – Single Family	$1,991
	Use Permit and Amendments – Multi-Family, Commercial, Institutional, all other uses (Actual cost – Minimum fee plus hourly fee)	$3,248
	Interpretations of Permitted Uses Lists	$1,337
	Major administrative use permits	$1,305
	Minor administrative use permits	$1,287
01-4401	ARCHITECTURAL REVIEW	
	Architectural Permit – Single Family	$3,318

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Architectural Permit – Multi-Family four units or less	$4,060
	Architectural Permit - Multi-Family five units or more	$4,580
	Architectural Permit - Multi-Family units, each additional unit above the initial five units	$1,765
	Architectural Permit - Commercial, Industrial, Institutional, all others. 10,000 sq. ft. or less	$3,432
	Architectural Permit - Commercial, Industrial, Institutional, all others. 10,001-50,000 sq. ft.	$5,093
	Architectural Permit - Commercial, Industrial, Institutional, all others. 50,001-100,000 sq. ft.	$10,287
	Architectural Permit - Commercial, Industrial, Institutional, all others. Over 100,000 sq. ft.	$13,095
	Administrative Architectural Permit	$1,597
	Administrative Design Change	$1,597
01-4402	COUNTER REVIEW PERMITS	
	Counter Review & Determination - no new square footage (Plus hourly fee if more than ½ hour required)	$230
	Counter Review & Determination - new square footage (Plus hourly fee if more than 3 hours required)	$932
	Zoning Confirmation for Business License Permit	$160
	Massage Permit Application	$160
01-4403	SIGN PERMITS	
	Downtown Sign Permit	$595
	Administrative Sign Permit	$932
	Sign Permit	$2,437
01-4754	HISTORIC REVIEW	
	Historic Demolition Permit	$5,218
	Off-site relocation permit	$5,218
	Historic Resources Inventory Determinations (Additions/Deletions)	$1,995
	On-site relocation permit	$2,609
	Historic Preservation Permit	$1,887
	Initial Historic Screening	$491
	* Historic Determination are not eligible for multiple permit discounts.	
01-4401	VARIANCES	
	Variances and Amendments	$2,771

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Administrative Variances and Amendments	$1,549
01-4401	STORMWATER	
	Tier 3 and 4 – 15,000 square feet of impervious surface or greater (incl. 2 reviews)	$1,754
	Tier 2 – 5,000-15,000 square feet impervious surface (incl. 2 reviews)	$1,169
	Tier 1 – 2,500-5,000 square feet impervious surface	$735
	Each subsequent Tier 2 review	$515
	Inspection Fee	$137
	Annual Inspection and re-inspection	$205
	Each subsequent Tier 1 review	$324
01-4401	APPEALS	
	Appeals of enforcement and zoning ordinance interpretations	$2,652
	Appeals/hearings of planning permits	25% of base permit fee or $1,136 whichever is greater + noticing costs
	Request for Zoning Administrative Hearing or Decision	10% of base permit or $544.00, whichever is greater + noticing costs
	Appeal fees for Coastal Development Permits are waived.	
01-4401	OVERLAY FEES	
	Area of Special and Biological Significance	5% of permit fees
	Butterfly Buffer	5% of permit fees
01-4401	NOTICING	
	Mailing	Actual Cost
	Publishing	$379

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
01-4401	COASTAL DEVELOPMENT PERMITS	
	Waiver of De Minims Development plan permit	$2,338
	Single Family Residence up to 1,500 square feet	$2,338
	Single Family Residence over 1,500 square feet	$4,093
	Multi-family Residential	$2,839 plus $965 per unit
	Commercial or Industrial up to 10,000 sq. ft.	$5,847
	Commercial or Industrial 10,001- 50,000 sq. ft.	$11,691
	Commercial or Industrial 50,001- 100,000 sq. ft.	$58,458
	Commercial or Industrial over 100,000 sq. ft.	$116,917
	Grading less than 100 cubic yards	$585
	Grading 101- 10,000 cubic yards	$2,338
	Grading 10,001- 100,000 cubic yards+B16	$4,676
	Grading greater than 100,000 cubic yards	$9,353
	Lot Line Adjustment	$2,338
	Subdivision	$2,338 per lot
	Emergency Permit	$1,754
	Amendment	50% of base permit fee
	Temporary Event	$2,923
	Extension - Fee may be waived, if permit is subject to Water Waiting List	25% of base permit fee
01-4123	TRANSIENT USE LICENSES	
	Initial STR Application Review	$413
	Application Renewal	$253
	Annual License	$680
	Home Sharing License Annual Renewal	$191
	Initial Home Sharing License Application Review	$349
	Transient License Change or Reprint Fee	$32
01-4503	CODE ENFORCEMENT	
	Abandonment or purchase of City property	$3,514
	Abandoned Property Registration Fee	$223
	Investigation fees, Code violations (Actual Cost)	Actual Cost
01-4503	VACANT PROPERTIES	
	Inspection per property (min. or actual cost)	$168
	Registration per property	$168
01-4406	COPIES	
	Copies, hard and soft (scanned)	0.25 per page
01-4401	MISCELLANEOUS	
	Certificate of Use and Occupancy	$765

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	County Filing Fees	As determined by County
	Density bonus	$2,265
	General File Research	$64
	Hourly Fee	$130
	Inquiry Fee	$364
	Miscellaneous Project Review/Document Preparation	$231
	Multiple Permits for Single Family residential applications only. Highest fee no discount; all lower fees discounted 25%	For single family applications only
	Outdoor Sidewalk Dining Permit	$438
	Sidewalk Vendor Permit	$49
	Permit Extension (Fee may be waived if permit is subject to Water Waiting List)	25% of permit base fee
	Pre-Application Meeting / Preliminary Project Review	$269
	Records Management and Retention (per file)	$58
	Rental Property Registration	$238
	Revocable License for Encroachments (plus hourly fee after 2 hours)	$870
	Statement of Compliance (hourly fee if more than 4 hours required)	$491
	Tree Permit with Development	$296
	Tree Permit with Development Violation	$251
	ABC License Review Fee	$183
01-4425	ANIMAL REGULATION - KEEPING AND BREEDING PERMITS - §10	
	Animal Keeping Permit	$182
	Animal Keeping Permit Annual Renewal	$44
	Commercial Breeding Permit, Cats	$155
	Commercial Breeding Permit, Dogs	$155
	Incidental Breeding Permit, Cats (per litter)	$77
	Incidental Breeding Permit, Dogs (per litter)	$77
	MISCELLANEOUS SERVICES	
01-4521	Tree Permit - Single Tree Removal or Single Tree Trimming	$68
	Tree Permit – For each additional tree removal and/or trimming	$31
	Tree Permit Application Fee	$100
01-4207	Tree replant in-lieu fee	$859
15-4701	HOUSING FEES	
	Rehabilitation & Sewer Loan Payoff Demand - Per Statement	$127
	Reconveyance Fee	$193
	County Recording Fee (billed by Monterey County Recorder)	Actual Cost

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
15-4701	HOUSING REHAB LOAN FEES (CalHOME Loan Funded Projects)	
	Loan Processing	$2,078
	Underwriting	$639
	Property Tax Verification	$64
	Loan Document Preparation – SFD	$375
	Loan Document Preparation – Manufactured Housing	$446
	Inspection To Determine Scope of Work (Actual Cost)	$276
	Contractor Selection (Actual Cost)	$276
	Development of Work Write-up & Specifications (Actual Cost)	$2,638
	Project Bidding (Actual Cost)	$1,285
	Progress Inspection/Payment Authorization (Actual Cost)	$138
15-4701	AFFORDABLE HOUSING MONITORING - ANNUAL FEE PER HOUSEHOLD	
	Affordable Units (New description to include all property addresses listed above)	$127
	Registered Units	$127
	BUILDING AND PERMITTING FEES	
ACCT. #	PLAN CHECK	
01-4203	Electrical Permit (not requiring plan check)	$146
	Plumbing Permit (not requiring plan check)	$146
	Mechanical Permit (not requiring plan check)	$146
	Solar voltaic system	$316
	Non-Structural Plan Review (hourly not included in larger project)	$141
	Structural Plan Review (hourly not included in a larger project)	$173
01-4404	Plan Checking — A combination permit fee shall be payable in cases of new construction in lieu of the separate fees. A plan review fee equal to 75 percent of the fee for single-family residential projects and 90 percent of the permit fee for all other projects shall be paid at the time of submitting plans and specifications for review. Permit fees shall be based on the value of improvements as follows:	
	Plan review extension	$715 per 90 days after the first 180 days
01-4203	CONSTRUCTION INSPECTION	
	Combination Permit:	
	Value up to $500.00	$135
	Value of $501.00 to $2,000.00(first $500.00)	$135

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Value of $501.00 to $2,000.00 (each additional $100.00 or fraction thereof)	$11
	Value of $2,001.00 to $25,000.00 (first $2,000.00)	$286
	Value of $2,001.00 to $25,000.00 (each additional $1,000.00 or fraction thereof)	$47
	Value of $25,001.00 to $50,000.00 (first $25,000.00)	$1,297
	Value of $25,001.00 to $50,000.00 (each additional $1,000.00 or fraction thereof)	$33
	Value of $50,001.00 to $100,000.00 (first $50,000.00)	$2,086
	Value of $50,001.00 to $100,000.00 (each additional $1,000.00 or fraction thereof)	$20
	Value of $100,001.00 to $500,000.00 (first $100,000.00)	$3,198
	Value of $100,001.00 to $500,000.00 (each additional $1,000.00 or fraction thereof)	$16
	Value of $500,001.00 to $1,000,000.00 (first $500,000.00)	$10,318
	Value of $500,001.00 to $1,000,000.00 (each additional $1,000.00 or fraction thereof)	$15
	Value of $1,000,001.00 and up (first $1,000,000.00)	$18,355
	Value of $1,000,001.00 and up (each additional $1,000.00 or fraction thereof)	$9
	Single Permit:	
	Value up to $500.00	$120
	Value of $501.00 to $2,000.00(first $500.00)	$117
	Value of $501.00 to $2,000.00 (each additional $100.00 or fraction thereof)	$6
	Value of $2,001.00 to $25,000.00 (first $2,000.00)	$222
	Value of $2,001.00 to $25,000.00 (each additional $1,000.00 or fraction thereof)	$33
	Value of $25,001.00 to $50,000.00 (first $25,000.00)	$942
	Value of $25,001.00 to $50,000.00 (each additional $1,000.00 or fraction thereof)	$21
	Value of $50,001.00 to $100,000.00 (first $50,000.00)	$1,508
	Value of $50,001.00 to $100,000.00 (each additional $1,000.00 or fraction thereof)	$15

ACCT. #	COMMUNITY DEVELOPMENT	Proposed F/Y 22-23 Fees
	Value of $100,001.00 to $500,000.00 (first $100,000.00)	$2,285
	Value of $100,001.00 to $500,000.00 (each additional $1,000.00 or fraction thereof)	$11
	Value of $500,001.00 to $1,000,000.00 (first $500,000.00)	$7,309
	Value of $500,001.00 to $1,000,000.00 (each additional $1,000.00 or fraction thereof)	$10
	Value of $1,000,001.00 and up (first $1,000,000.00)	$12,622
	Value of $1,000,001.00 and up (each additional $1,000.00 or fraction thereof)	$6
	The Valuation for new construction shall be the full cost (labor and materials) of the construction or a minimum of $250 per square foot (for a combination permit including plumbing, mechanical, electrical and building).	
	On-site storm water management plan review and inspection (assumes non-Low Impact Development; includes plan review of 1-hour and the required field inspections.)	$391
	Additional fee if LID requirements or additional time required, per hour	$130
	Building Permits Extension	$1,197 per 90 days after first 180 days
01-4203	OTHER INSPECTIONS AND REVIEWS	
	The following are minimum hourly fees. If the total cost to the City is greater than the fees shown below, the actual cost shall be recovered. This cost shall include supervision, overhead, equipment, the hourly wages and benefits of the employees involved: and reimbursement for any professional services that are directly related to the inspection or review.	
	Inspections outside of normal business hours (4 hour minimum)	$339
	Re-inspection fees assessed under provisions of CBC § 108.8	$228
	Inspections for which no fee is specifically indicated including but not limited to Historic preservation inspection fees	$142
	Traffic control plan review	$179
	Change of Street Address	$179
	Alternate methods of construction (hourly fee, 2 hour minimum)	$359
	Owner/building surcharge in addition to permit fee	20%
	Electric Vehicle Charging Station - residential	$264

ACCT. #	COMMUNITY DEVELOPMENT	F/Y 22-23 Fees
	Electric Vehicle Charging Station - commercial	$449
	Temporary Occupancy	$359
	ASBS Stormwater Inspection Fee min. deposit (Fee calculation of 26 rainy season inspections)	$3,538
	Stormwater Annual Post-Construction BMP Inspection	$205
	Additional plan review due to changes/additions/revisions to approved plans per hour (1/2 hour min.)	$110
01-4404	Wireless Encroachment / Public Right of Way Permit.	$502
01-4203	Grading Inspection (hourly fee, 1-hour minimum)	$110
	Grading Plan Checking (hourly fee, ½-hour minimum)	$110
01-4203	Excavation Review/Inspection (except utility companies)	$276
	Residential Zoning Records Report (RZRR) & Sewer Lateral Report (combined)	$346
	Sewer Lateral Report Review	$147
	Investigative fee for work without proper City permits	Cost equal to the permit cost plus staff time to investigate
01-4203	Excavation and Inspection Services	
	Inspections for which no fee is specifically indicated (per hour with a ½-hour minimum)	$130
	Encroachment permit: street opening/excavation	$249
	Encroachment permit: driveway	$257
	Encroachment permit: sidewalk	$170
	Encroachment: temporary (e.g., building construction requiring scaffolding in Right-of-Way	$257
	Encroachment permit: permanent underground (e.g. utility line)	$257
	Encroachment permit: permanent above ground (e.g. retaining wall, fence, etc.)	$257
	Encroachment permit, annual charge for permanent above-ground encroachment (e.g. retaining wall, fence, etc.)	$3.55/ sq. ft.
	Encroachment permit hourly processing fee, if more than 2 hours review or inspection required.	$130
	Annual encroachment permit (Encompasses up to 40 utility openings per year)	$9,259

ACCT. #	FIRE	F/Y 22-23 Fees
	FIRE PREVENTION	
01-4436	Fire Inspection/Permit Required Due to Materials, Processes, or Occupancies	
	Engine Company Inspections (internal inspection)	No Charge
	Engine Company Inspections - First re-inspection	No Charge
	Engine Company Inspections - Subsequent re inspections	$98
	Fire Prevention Bureau Inspections -initial inspection	No Charge
	Fire Prevention Bureau Inspections - First re-inspection	No Charge
	Fire Prevention Bureau Inspections - Second re-inspection	$108
	Fire Prevention Bureau Inspections - Third re-inspection	$217
	Fire Prevention Bureau Inspections - Fourth & each re-inspection	$542
	Annual Day Care Inspection (Six or more children)	$71
	Community Care Facility Inspections	
	Pre-Inspection Fee < 25 Occupants	$155
	> 25 Occupants	$265
	Fire Clearance Fee 7 – 50 Occupants	$155
	> 50 Occupants	$265
	Annual Inspection Fee 7 – 50 Occupants	$155
	> 50 Occupants	$265
	High Rise Inspection	$1,095
	Fire Plan review and inspections, trade show set-up review	$71
	Fire hydrant flow test (per hydrant)	$82
	Fireworks permit	$204
	Special Event Tent/Canopy permit < 200 square feet (during regular business hours; after hours inspection fees vary based on overtime rates)	
	400 - 1,000 square feet	$152
	1000 – 2,000 square feet	$210
	>2,000 square feet	$265
	Unauthorized Work	Double Permit Fee
	Unauthorized Occupancy	$108
	Fire Department Review of Building Plans, Residential	10% of Building Plan Check Fee

ACCT. #	FIRE	F/Y 22-23 Fees
	Fire Department Review of Building Plans, Commercial	20% of Building Plan Check Fee
	Project Consultation Fee	Fully Burdened Cost
	Expedited Plan Checks	Fully Burdened Cost
	Fire Service Underground systems: Plan Check/Inspection/Flush (includes plan review, inspection, permit approval, Flush system)	$1,095
	Fire Sprinkler System Plan Review Fee - Internal	$0
	Plan Review & Inspection (1-5 heads) in-house review	$465
	Plan Review & Inspection (6-180 heads), in-house review	$885
	Plan Review & Inspection (>181 heads), in-house review	$885
	Fire Protection System Plan Check Fees-Automatic Fire Sprinkler System > 180 Heads (external review), i.e. new system	$714+ contractor cost
	Fire Sprinkler System Plan Review Fee (External)	$465 + contractor cost
	Fixed Fire Extinguishing Systems (Hood & Duct, Spray Boot and Clean Agent) — New System	$885
	Fixed Fire Extinguishing Systems (Hood & Duct, Spray Boot and Clean Agent) — Alerations, relocation, or addition	$570
	Fire Alarm System Review	$658
	Fire Alarm System Review – (external review)	Variable
	Liquid Petroleum Gas (LPG) Installation, Review & Inspection	$255
	Medical Gas Review & Inspection	$255
	Special Events Stand-By (Fire)	Actual Costs
	Hazardous Materials Response	Actual Costs
01-4502	Penalty if appointment is made for a system test or inspection and contractor/developer (or their representative) is not ready and did not call to cancel/reschedule.	Actual Costs
	DUI Response	Fully Burdened Cost
	ADMINISTRATIVE ACCOUNTS	
	Fire Alarm System False Alarm Response	

ACCT. #	FIRE	F/Y 22-23 Fees
01-4439	First call in 12-month period - No charge	$0
	Second call in 12-month period	$21
	Third call in 12-month period	$33
	Fourth call in 12-month period	$65
	Fifth call in 12-month period	$108
	6th and all subsequent calls	$542
01-4439	Vehicle Rates - Based on CA Office of Emergency Services (OES) Rates (updated by the OES annually) – Charged per incident *(Rates updated to reflect OES rates)*	
	Sedan	$119
	Pickup/Utility	$135
	SUV	$194
	Van	$191
	Other-Rescue) – ¾ ton and above	$224
	POV (Privately Owned Vehicle) Rate per mile	$0.585
	Apparatus GPM Hourly Rates:	
	1 – 1,000 (E6433)	$127
	1,501 – 2,000 (T 6474)	$140
	HYPERBARIC CHAMBER	
04-4609	Carbon Monoxide Treatment	$1,127
	Standard Hyperbaric Treatment for Decompression Illness (first 5 hours)	$6,323
	Standard Hyperbaric Treatment Extensions (per each 75 minutes of extended treatment)	$598
	Facility Use Fee - Per Hour - In lieu of Treatment Fees (First hour)	$1,265
	Fees not paid within a reasonable period of time will be subject to the City's late payment fee.	Min. $25

ACCT. #	LIBRARY	F/Y 22-23 Fees
01-4455	OTHER FEES AND RENTALS	
	Photocopies (per black & white copy)	$0.15
	Photocopies (per color copy)	$0.25
	Computer printout (per page)	$0.15
01-4455	CARD REPLACEMENT	
	Replace borrower’s card	$3
01-4455	LOST /DAMAGED MATERIAL REPLACEMENT/REPAIR	
	Re-cataloging/processing charge for lost book or recording	$3
	Charges for lost or damaged items will be made at "Cost, replacement price " as listed in the item record of the Koha Library Catalog.	Actual Cost

ACCT. #	POINT PINOS LIGHTHOUSE	F/Y 22-23 Adult Fees	F/Y 22-23 Children 7-17 Fees
01-4451	Pt. Pinos Lighthouse Entrance Fee (Suggested Donation)	$5	$2
	Private Lighthouse Tour Fee (Tours organized by schools and non-profit entities are not subject to Lighthouse Fees.)		$135 based on 2 hour fully burden rate of one staff memeber cost + admission fees based on participants

ACCT. #	POLICE	F/Y 22-23 Fees
01-4426	PARKING ENFORCEMENT, MUNICIPAL CODE VIOLATIONS	
	14.08.010 Parking on ice plant	$48
	14.12.010 Parking on golf course	$268
	14.12.020 Violation to turf – Golf Course/Park	$64
	16.12.055 Tamper with chalk marks	$125
	16.32.130 Parking on park grounds	$48
	16.40.030 Storing vehicle on street	$48
	16.40.040 Storing vehicle on street - Removal by Police	$125
	16.40.045 Overnight Parking of Oversize Vehicles or Trailers (10pm-5am)	$48
	16.40.050 Parking for repair	$48
	16.40.060 Parallel parking	$48
	16.40.070 Parallel parking, one-way street	$48
	16.40.080 Parallel parking, one-way roadway	$48
	16.40.110 Angle Parking	$48
	16.40.130 Angle Parking/12” from barrier	$48
	16.40.160 Parking Adjacent to Schools - Sign Compliance	$48
	16.40.170 Parking On Narrow Streets	$48
	16.40.185 Parking on North Side of Mermaid Avenue	$48
	16.40.190 Failure to Set Parking Brake	$91
	16.40.200(b) Parking Within 20’ of Intersection	$48
	16.40.260 Temporary No Parking	$48
	16.40.210 Peddlers, vendors - Unlawful Parking	$48
	16.40.280 City Lots, Angle Parking	$48
	16.40.290 City Lot, Use of Single Space Only	$48
	16.40.300 City Lots, Reserved Spaces	$48
	16.40.360(a) No Parking – Red Zone	$48
	16.40.360(b-d) Curb markings – yellow/white/green	$48
	16.40.360(f) Handicapped Zone	$350
	16.40.430 Blocking Alley	$48
	16.40.500 Bus Zone	$48
	16.40.510-535 Overtime Parking or Evasion of Parking Restrictions	$48
	16.40.540 Parking in Business District	$48
	16.40.550 No Parking Anytime	$48
	16.40.555 No Parking Certain Hours	$48
	16.40.560 No Parking 4 am-6 am	$48
	16.40.575 Parking - Commercial Vehicle in Residential 2:00 AM to 4:00 AM	$48
	16.40.580 Parking, Over Marked Space	$48
	16.40.585 Parking in Privately Owned Lots	$48
	16.40.610 Displaying Vehicle for Sale	$48
	16.41.040 Resident Parking	$48

ACCT. #	POLICE	F/Y 22-23 Fees
	16.42.100(a) Meter Violation – expired	$48
	16.68.020 No tour bus parking	$268
	16.68.030 Parked bus with engine running	$268
	18.36.030 House Cars on Private Property	$48
	18.36.040 House Cars on Streets /Public Property	$48
01-4501	5200 (a) No Front Plates	$48
	5204 (a) No Current Tab Displayed	$48
	4000 (a) Expired Registration	$48
	21211 (b) Parking in bicycle path	$48
	2500.1 Parked in Fire Lane	$125
	22500(a) Parking in intersection	$48
	22500(b) Parking in crosswalk	$48
	22500(e) Parking driveway	$48
	22500(f) Parking on sidewalk	$48
	22500 (g) Obstructing Traffic	$48
	22500(h) Double parking	$48
	22500 (i) Blocking Wheelchair Access	$350
	22502(a) Parking more than 18” from curb or on wrong side of roadway	$48
	22505 (e) (1) Parked Wrong Way on One Way	$48
	22507.8(a) Unauthorized parking in Handicapped zone	$350
	22507.8 (c) (2) Parked in Crosshatched Portion of Disabled Space	$350
	22514 Park, stop or leave vehicle within 15 feet of Fire hydrant	$48
	22515 Unattended Vehicle with Engine On	$48
01-4502	Parking Citation Late Fee (If Not Paid or Contested within 21 Days)	$25
01-4502	Correctable Code Violation - Admin Fee	$10
01-4502	MUNICIPAL CODE VIOLATIONS	
	Municipal Code Violation - 1st Violation	$100
	Municipal Code Violation - 2nd Violation within 1 year	$200
	Municipal Code Violation - Each Additional Violation within 1 year	$500
	Municipal Code Violation Late Fee (If Not Paid or Contested within 30 Days)	$25
01-4204	ANIMAL REGULATION — DOG LICENSES - PGMC § 10.04.010	
	Annual Dog License Fee, Altered Dog	$22
	Annual Dog License Fee, Unaltered Dog	$50
	Dog License, Delinquent Penalty (after 30 days)	$26
	Dog License, Replacement Tag	$10
01-4425	ANIMAL REGULATION - IMPOUND FEES - PGMC § 10.04.100	
	Impound Fee (Initial Impound) Licensed & Altered	No Fee
	Impound Fee (2nd & Subsequent) Altered	$85

ACCT. #	POLICE	F/Y 22-23 Fees
	Impound Fee (Initial Impound) Unaltered	$85
	Impound Fee (2nd & Subsequent) Unaltered	$171
	Boarding Fee, per day PG Kennels	$41
	Boarding Fee, transported to SPCA	$172
	ALARM REGISTRATION & RESPONSE	
01-4429	Alarm Registration	$36
	Alarm Renewal (within 30 Days of Alarm Permit Expiration Date)	$5
01-4504	False Alarm - First Response - Unpermitted Alarm	$143
	False Alarm - First Response	No Fee
	False Alarm - Second Response	$61
	False Alarm - Third Response	$171
	False Alarm - Fourth Response	$283
	False Alarm - Fifth and Subsequent Response	$397
	Duress/Panic/Robbery Alarm Violation	$341
	Late Fee (if not paid within 30 days)	$27
01-4502	ADMINISTRATIVE AND MISCELLANEOUS	
	Accident Report, Compilation and Copying (per report)	$10
	Booking Fee	$30
	Clearance Letter – No Record on File	$35
	Clearance Letter – Record on File	$46
	Crime Report, Compilation and Copying (per report)	$11
	Information Report, Compilation and Copying (per report)	$5
	Evidence Video Reproduction	$43
	Fingerprint Processing (Live Scan administration)	$30
	Removal of Traffic Boot	$134
	Repossession Receipt	$16
	Sign-off of tickets by other agencies	$17
	Vehicle Release Fee	$227
01-4205	PARKING PERMITS & FEES	
	Contractor's Parking Permit, Monthly	$42
	Parking Meter Rate per Hour	$2
	Public Parking Lot Permit Processing, Delinquency Penalty	$27
	Public Parking Lot Permit, Annual	$386
	Public Parking Lot Permit, 12-Month, TRANSFERABLE	$491
	Public Parking Lot Permit, Monthly	$42

ACCT. #	POLICE	F/Y 22-23 Fees
	Residential Parking Permit Processing, per permit, Annual	$11
	Temporary Overnight Parking Permit Program - Initial Residential Registration	$25
	Temporary Overnight Parking - 72 Hour Resident Permit	$4
	Temporary Overnight Parking Permit - Weekly - Exemption	$95
	Temporary Overnight Parking Permit - Annual - Exemption	$397
	Timed Space - Daily	$5
01-4421	POLICE RESPONSE - DUI, Peace Disturbance, Social Hosting, & Special Events	
	Police Commander Hourly Rate	$210
	Police Sergeant Hourly Rate	$201
	Police Officer Hourly Rate	$177
	Police Services, Animal Control & Parking Enforcement Community Service Officer Hourly Rate	$149
	Patrol Vehicle Hourly Rate	$61
01-4201	MISCELLANEOUS PERMITS & DEPOSITS	
	Amplified Sound Permit	$85
	Drone Permit Fee - Daily	$22
	Drone Permit Fee - Annual	$83
	Firearms Storage: Administrative Release Fee	$425
	Garage Sale Permit Processing	$10
	Massage Permit	$25
	Refuse Container or Storage Container Permit	$56
	Refuse Container or Storage Container Permit Renewal/Extension	$29
	Transportation of Large Structure deposit – variable fee based on size/type of structure - unused portion to be reimbursed	$214
	Transportation of Large Structure permit – per structure	$609

ACCT. #	PUBLIC WORKS FEES	F/Y 22-23 Fees
01-4445	MISCELLANEOUS FEES	
	Requested Special Traffi Review (Personnel time to be charged based on time and hourly rate)	Charged at hourly rate per contract
	Banner Installation and Removal (Downtown Street Lights) per pole	$45
	Memorial Bench [(1)] Fee represents labor costs associated with installing the bench. Materials for bench are charged at the additional actual cost.	$428
	Memorial Bench maintenance (5 years)	$552
	Memorial Tree Fee represents labor costs associated with the planting the tree. Tree to be charged at cost. This cost will be in addition to the labor fee.	$997
	Tree Permit violation (minimum $200 or cost of tree replacement or $1,000)	Min. $208
	Annual Solid Waste Exemption Application	$92
	Trash receptacle left on sidewalk/street Violation PGMC 9.16.030	$88
	Tree Appeal	$225
	Newsrack Annual Application Fee	$58
	Newsrack Program Fee Half Rack	$38
	Newsrack Program Fee Full Rack	$80
	Electrical Vehicle Charging Stations	Equivalent to PG&E Peak Demand Rate (kWh) for Business Electric Vehicle Rate Plans, BEV-1
01-4445	Equipment Use Charges (when responding to emergencies on private property)	
	Current FEMA Schedule of Equipment Rates	
	https://www.fema.gov/media-library/assets/documents/136901	
	(Personnel to be charged based on time and hourly rate)	
	Standard size barricade, each per day ($100 deposit required)	$3
	Four-foot delineator, each per day ($100 deposit required)	$4
	Eight-foot barricade, each per day ($100 deposit required)	$11
	18-inch traffic cone, each per day ($100 deposit required)	$3
	24-inch traffic cone, each per day ($100 deposit required)	$3
	Temporary Directional Signage Per Day	$3
	Temporary Parking Signage Per Day	$2
(1) The Memorial Bench is charged at the listed fee, plus the actual cost of the bench.		

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4467	PRE-SCHOOL (MONTHLY FEES)		
	2 Days Per Week	$188	$207
	3 Days Per Week	$296	$328
	5 Days Per Week	$482	$536
01-4462	YOUTH SPORTS	$94	$103
01-4463	PROGRAMS		
	Full Day Youth Camp (5 day week)	$188	$207
	Full Day Youth Camp (4 day week)	$150	$167
	Full Day Youth Camp (3 day week)	$111	$124
	Daily Drop-In (per Day)	$43	$47
01-4462	YOUTH CENTER PROGRAM		
	Membership (per Semester) provides free daily admission & discount at Dances	$76	$76
	Membership (for the School Year) provides free daily admission & discount at Dances	$129	$128
	Daily Admission	$2	$2
	Dance Admission	$10	$10
01-4467	SWIMMING (during the Summer Season)		
	Progressive Swim Lessons, 8 class sessions, per child	$78	$88
	Private Swim Lessons, per class, per child per 20 minute lesson	$36	$41
	Semi-private Swim Lessons, per class, per child (2 students required) per 20 minute lesson Group Swim Lessons	$20	$22
	Recreational Swimming: Lovers Point, (After Lessons - 2:30 - 4:30) Monday-Thursday	$3	$3
	Recreational Swimming: Lovers Point, (during full-day offering noon - 4:30) mostly Friday, Saturday, Sunday & Holidays	$5	$6
	Family Card (50 Lovers Point Swims Monday-Thursday, or 25 Lovers Point Swims on Fri, Sat, Sun & Holidays)	$85	$95
	Private use of swimming pool (rental fee per hour) Subject to Rental Policies	$107	$180
01-4462	OTHER PROGRAMS, CONTRACTUAL AGREEMENTS		
	Contractual Agreements for Recreational Programs in Facilities and Parks	Contract	Contract
	Adult Contract Recreation Programs	Contract	Contract
	Youth Special Trips/Excursions (85% of cost)	Contract	Contract
	The City Manager or his designee may reduce Recreation fees based on unanticipated reductions in activity days/hours.		

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4670	FACILITY RENTAL		
	Programs, activities, or events that are co-sponsored by the Pacific Grove Recreation Department and non- profit recreation organizations are not subject to facility rental fees. The City also does not charge facility rental fees for official City of Pacific Grove activities and those of any other public agency that has a reciprocal use arrangement with the City.		
	Picnic Facility Reservation Permit: Caledonia, George Washington, Arnett Park, and similar Picnic Facilities		
	1 – 50 persons	39	66
	51 + persons	94	163
	Court Reservation Fees: Volleyball, Basketball, Tennis and Pickleball	$21	$39
	Parks/Facilities Reservable (under Contract) w/ Liability Insurance	Contract	Contract
	Community Center, Lebeck Room (2 hr. minimum rental)	$111	$196
	Community Center, Lebeck Room – Security Deposit	$531	$531
	Community Center, Kuwatani/Scout Room per hr. (Minimum of 2 hours)	$38	$65
	Chautauqua Hall Facility 2 hr. minimum rental)	$428	$748
	Chautauqua Hall Facility – Security Deposit	$531	$531
	Youth Center (2 hr. minimum rental)	$111	$196
	Youth Center Meeting Room	$38	$65
	Little House at Jewell Park	$18	$33
	Lovers Point Park – Per Hour Fee for 1 – 100 Persons (Special Events or Special Use)	$174 + $196 Damage Deposit	$303 + $196 Damage Deposit
	Lovers Point Park – Per Hour Fee for Over 100 Persons (Special Events or Special Use)	$364	$364
	Lovers Point Wedding or Staging Area; Berwick Park, Jewell Park, Pt. Pinos Lighthouse and Elmarie Dyke Gazebo reservation fee per hour. (Minimum 2 hours Min.)	$179 + $197 Damage Deposit	$333 + $196 Damage Deposit
	Recreation Trail Rental Fee Per Hour for 1 – 100 Persons	$181	$181
	Recreation Trail Rental Fee Per Hour for over 100 Persons	$364	$364

ACCT. #	RECREATION	FY 22-23 Resident/ Non-Profit	F/Y 22-23 Non-Resident / Commercial
01-4670	MUNICIPAL SOFTBALL PARK RENTAL POLICY		
Programs, activities, or events that are co-sponsored by the Recreation Department and a civic, community, or local organization are not charged Softball Park Rental rates. The City also does not charge facility rental fees for official City of Pacific Grove activities and those of any other public agency that has a reciprocal use arrangement with the City. Fees for direct costs, such as staffing and utilities are charged to these entities.			
	Daily Use	$214	$373
	Field Use, Per Hour	$31	$53
	Lights per hr.	$27	$27
	Staff, Per hour	Fully burdened rate	Fully burdened rate
	Restrooms (Previously charged under other Class rates)	No charge	No charge
	Deposit on daily rate (same as prior Class II, Class III, Class IV)	$178	$178
01-4462	MISCELLANEOUS RECREATION FEES & CHARGES		
	Transfer Fee (transfers between classes and/or sessions)	$5	$5
	Refund Processing Fee (if within written time frame)	25% of refund	25% of refund
	SPECIAL EVENT FEES		
	Application fee per event – Minimal Impact Events	$25	$25
	Application fee – Events with 1 – 999 participants	$219	$219
	Application fee – Events with more than 1,000 participants	$800	$800
01-4462	SPECIAL EVENT INSURANCE PREMIUMS (Note: This is a pass through of rates charged to the City by insurance carrier, so fees will change as premium rates change)		
	All private parties, wedding receptions, anniversaries, and events with or without alcohol or admissions fees	Cost + 10%	Cost + 10%
	Note: If insurance is provided by the event holder, the City requires $2,000,000 coverage per event and the City must be named as Additional Insured under the policy.		

HOLIDAYS

Rental facilities will not be available on the following days: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day.

RESERVATIONS

No verbal reservations will be accepted. Facility is not reserved until all fees have been paid and a contract has been executed. All reservations will be made on a first-come, first-served basis at a maximum of six months and a minimum of 10 working days prior to use. Cancellations result in loss of deposit and insurance fees. No refunds if cancelled within 10 business days of event. Park fees allow for a two-hour time block; deposit refund to be made within thirty days following event if City determines no damage resulted from usage.

RENTAL POLICIES

1. The City may require appropriate deposits or extra payments for special charges

2. All renters of City facilities shall complete a rental application and have it on file with the Recreation Department. City facilities may not be sublet without the express authorization of City.

3. All senior citizen nutrition programs serving Pacific Grove residents are exempt from rental fees and charges.

4. To the fullest extent permitted by law, all renters shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees, both severally and collectively from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable
attorneys' fees), howsoever the same may be caused, except in cases of City's sole negligence, resulting directly or indirectly from or arising out the negligence or willful misconduct of the renter, its employees, agents, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable with respect to the performance of this Agreement and without limiting the generality of the foregoing, the same shall include: (1) bodily injury, (2) death to any person or persons or, (3) injury to or destruction of tangible and/or property including that of the City, whether direct or consequential including the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein. The City, at its sole option, may choose to provide all or a portion of the defense of claims, damages, losses, liability, costs, and expenses as set forth above, and in such event, the renter shall indemnify and hold harmless the City from the costs and expenses, including attorney's fees, of such defense."

5. Official Pacific Grove youth groups, under 18 years of age, will be allowed to use City facilities as Class I (no charge), scheduled at a time when a supervisor is on duty, with the approval of the City Manager, for activities on a space available basis. Examples of qualified users would be the PONY Baseball League, Pop Warner league, Girl Scouts, Boy Scouts, Cub Scouts and Brownies.

6. If the person or organization imposes a cover charge, sells alcoholic beverages, or otherwise comes under the jurisdiction of the State Department of Alcoholic Beverage Control, the City must be provided with evidence of a valid license from the State Department of Alcoholic Beverage Control.

ACCT. #	SEWER SERVICE CHARGES AND CONNECTION FEES	F/Y 22-23 Fees
76-4471	Sewer Service Charge	6 Year Sewer Rate Chart Attached
76-4470	Sewer Connection Fee	85% of fee charged by M1W

Sewer Rate Bimonthly City of Pacific Grove Portion ONLY (effective dates)							
Description	Units	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Business/Gov't	Location/Each Business	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Residential-Vacant	Each Living Unit	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Residential	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Residential/Apartments	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Residential/Apartments-	Each Living Unit	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Condominium	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Condo/Retirement	Each Living Unit	$61.20	$62.82	$64.46	$66.14	$67.88	$69.66
Minimum/Vacancy	Location/Each Business	$20.40	$20.94	$21.49	$22.05	$22.63	$23.22
Motel/Hotel	Each Room	$26.56	$27.26	$27.96	$28.70	$29.46	$30.22
Bed & Breakfast Inn	Each Room	$17.50	$17.96	$18.42	$18.92	$19.40	$19.92
Supermarkets	Location	$258.14	$264.90	$271.84	$278.98	$286.28	$293.78
Medical Office	Each Licensed Physician	$63.16	$64.82	$66.52	$68.26	$70.06	$71.88
Dental Office	Each Licensed Dentist	$87.10	$89.38	$91.72	$94.14	$96.60	$99.12
Rest Home/Convalescent	Capacity	$17.50	$17.96	$18.42	$18.92	$19.40	$19.92
General Hospital	Capacity	$103.64	$106.34	$109.14	$112.00	$114.92	$117.94
Animal Hospital	Business	$115.32	$118.34	$121.44	$124.62	$127.90	$131.24
Restaurant 1 meal/day	Each Restaurant Seat	$2.26	$2.32	$2.38	$2.44	$2.50	$2.56
Restaurant 2 meals/day	Each Restaurant Seat	$3.54	$3.64	$3.72	$3.82	$3.92	$4.04
Restaurant 3 meals/day	Each Restaurant Seat	$6.78	$6.96	$7.14	$7.34	$7.52	$7.72
Restaurant with Bar	Each Restaurant Seat	$6.78	$6.96	$7.14	$7.34	$7.52	$7.72
Bar	Location/Each Business	$102.66	$105.34	$108.10	$110.94	$113.84	$116.82
Nightclub	Location/Each Business	$307.68	$315.74	$324.00	$332.50	$341.20	$350.14
Takeout Food - Small	Location/Each Business	$114.66	$117.66	$120.74	$123.90	$127.14	$130.48
Takeout Food - Medium	Location/Each Business	$282.08	$289.48	$297.06	$304.84	$312.82	$321.02
Takeout Food - Large	Location/Each Business	$514.34	$527.82	$541.64	$555.84	$570.40	$585.34
Bakery	Location/Each Business	$92.98	$95.42	$97.92	$100.48	$103.12	$105.82
Theater	Per Screen @ Each	$152.54	$156.54	$160.64	$164.86	$169.18	$173.60
Bowling Center	Location/Each Business	$464.14	$476.30	$488.78	$501.58	$514.74	$528.22
Gym	Per 500 members	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Mortuary	Location/Each Business	$125.36	$128.64	$132.02	$135.48	$139.02	$142.68
School (Minimum)	Student Population	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
School (Grades 0-6)	Student Population	$0.66	$0.68	$0.70	$0.72	$0.74	$0.76
School (7-College)	Student Population	$1.28	$1.30	$1.34	$1.38	$1.42	$1.46
Boarding School	Student Population	$12.96	$13.30	$13.66	$14.02	$14.38	$14.76
Instructional Facility	Student Population	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Church	Per 100 members	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Photo / Laboratory /	Per 10 employees	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Service Station/Garage	Location/Each Business	$45.36	$46.54	$47.76	$49.02	$50.30	$51.62
Paint and Body Shops	Per 10 employees	$47.26	$48.48	$49.76	$51.06	$52.40	$53.78
Dry Cleaner	Location/Each Business	$156.46	$160.56	$164.76	$169.08	$173.52	$178.06
Laundromat	Each Washing Machine	$41.12	$42.20	$43.32	$44.44	$45.62	$46.80
Special User [2]	Individual Determination	NA	NA	NA	NA	NA	NA

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Halabi, Deputy Public Works Director

MEETING DATE: June 07, 2023

SUBJECT: Arborist Services 1 Year Extension

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

RECOMMENDATION

1. Authorize a one-year extension agreement with Albert Weisfuss for Professional Arborist Services for FY23/24 in an amount not to exceed $100,000
2. Alternatively, discuss and take other action on this item

DISCUSSION

The City of Pacific Grove (City) contributes to the welfare and aesthetic qualities of the community through rules and regulations relating to planting, care, maintenance and removal of trees in public and private areas. These regulations are enforced by the City's Arborist.

The City Arborist's responsibilities include safeguarding trees from unauthorized trimming or removal, enforcing the tree ordinance, implementing forestry programs, conducting public outreach, reviewing tree applications, coordinating with tree contractors, scheduling City related tree activity and all other activities associated with the City's urban forest.

On May 16, 2018, the City Council authorized an agreement with Albert Weisfuss for Professional Arborist Services for the City of Pacific Grove in an amount not to exceed $100,000 per fiscal year with the option to extend for an additional 4 years. The base agreement was executed for 2018/19 Fiscal year; yearly extensions were authorized in FY19/20, FY20/21, FY21/22, and FY22/23.

In FY22/23, the City embarked on comprehensive revisions to Pacific Grove Municipal Code Title 12, Trees and the Urban Forest. The arborist's professional expertise is an integral element in the revision process and the process is well underway.

As a result, staff is requesting a one-year extension agreement with Albert Weisfuss for Professional Arborist services to allow completion of the Title 12 revision process, which is well underway.

During the one-year extension, Staff will issue a request for qualifications (RFQ) for professional arborist services and subsequently bring forward a recommendation for FY24/25 arborist services following the competitive RFQ process.

Authorizing this one-year extension is consistent with the City Council's 2023-24 Work Plan and Priority Area of Focus to complete the title 12 revisions will ensure safeguards and process improvements to protect the City's urban canopy. This action is also consistent with Pacific Grove Municipal Code, 2.16.080 Bidding procedures – Dispensation when. (d) When a service, such as that available from an attorney, accountant, architect or specialized consultant, involves a specialized knowledge or personal skill;

Scope of Work – 1 Year Extension
The contract Arborist would be expected to continue the same level of service for the following scope of activities during the extension year:

- Update and enforce the City's Tree Ordinance
- Enforce the City's Hazard Tree Risk Management Policy
- Recommend and assist in the implementation of Forestry Program goals and objectives
- Consult with constituents on tree-related matters
- Conduct public outreach and education programs
- Establish schedules and methods for providing forestry services, identify resource needs, and review needs with appropriate management staff
- Survey tree populations and conduct a variety of environmental impact studies and investigations
- Administer the tree permit processes, maintain all related records, and produce reports when requested
- Provide presentations and written reports to the City Manager, Beautification and Natural Resources Commission and City Council
- Respond to tree-related emergencies

Mr. Weisfuss is a Certified Arborist with over 35 years of experience in caring for trees, parks and greenbelts across the Monterey Peninsula, including over 10 years providing Arborist Services to the City. Additionally, Mr. Weisfuss has a track record of excellent customer service, a demonstrated ability to work collaboratively with residents and City Staff, extensive experience in community outreach programs, updating and maintaining tree inventories, and assisting local municipalities in the development of comprehensive urban forestry programs and policy documents.

Title 12 Revision Update
As illustrated in the milestones for the City Council Goals Workplan 2023-24, Title 12 revisions are anticipated to be reviewed by the Beautification and Natural Resources Commission in the first quarter of FY23/24 and subsequently, the City Council in the second quarter.

OPTIONS

- Do not authorize the extension and request staff issue an RFQ. If an RFQ is issued, the Title 12 process may be significantly delayed
- Provide alternate direction

FINANCIAL IMPACT:

$100,000 has been proposed in the FY23/24 Budget via Public Works Operations to allow for arborist services.

If approved, the City's standard professional services agreement amendment (reviewed and approved by the City Attorney, Risk Management, and the California Joint Powers Insurance Authority) will be prepared for the Mayor's signature per the standard contracting process. The agreement extension will not be routed until the FY23/24 budget is formally adopted.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Original Agreement

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL ARBORIST SERVICES WITH ALBERT WEISFUSS

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and Albert Weisfuss, (hereinafter "CONSULTANT").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONSULTANT to perform, and CONSULTANT hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: ***Arborist Services.***

2. **PAYMENTS BY CITY.** City shall pay the CONSULTANT in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONSULTANT under this Agreement shall not exceed the sum of **$100,000 per fiscal year and shall be renewable by mutual written agreement for four (4) additional fiscal yearly increments, not to exceed a total of five years.**

3. **TERM OF AGREEMENT.** The term of this Agreement is from **7/1/2018** to **6/30/2019** unless sooner terminated pursuant to the terms of this Agreement. **This agreement shall be renewable by mutual written agreement for four (4) additional fiscal years.** This Agreement is of no force or effect until signed by both CONSULTANT and City and with City signing last, and CONSULTANT may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: ***[scope of services/payment provisions, etc.]***

5. **PERFORMANCE STANDARDS.**
5.01. CONSULTANT warrants that CONSULTANT and CONSULTANT's agents, employees, and subconsultants performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONSULTANT, its agents, employees, and subconsultants shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONSULTANT shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONSULTANT shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**
6.01. CONSULTANT shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONSULTANT may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after

completion of services. The invoice shall set forth the amounts claimed by CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONSULTANT shall be eligible to receive reimbursement for actual travel expenses up to the amount specified in the cost proposal.

7. **TERMINATION.**

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONSULTANT at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONSULTANT. "Good cause" includes the failure of CONSULTANT to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONSULTANT, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONSULTANT under this Agreement.

8. **INDEMNIFICATION (Revised per PARSAC).**

8.01 Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

8.02 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

8.03 Limitation of Indemnification. Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape

architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. The provisions of this section do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

❑ Exemption/Modification (Justification attached; subject to approval).

9. **INSURANCE.**

9.01. Insurance Coverage Requirements: Without limiting CONSULTANT's duty to indemnify, CONSULTANT shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONSULTANTs, Products and Completed Operations, with a minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONSULTANT maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

❑ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

❑ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONSULTANT employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

❑ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

❑ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business

in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.

. CONSULTANT shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONSULTANT shall forthwith obtain and submit proof of substitute insurance. Should CONSULTANT fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONSULTANT's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONSULTANT'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONSULTANT'S insurance. The required endorsement form for Commercial General Liability Additional Insured ***is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)****. The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99****.*

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONSULTANT shall provide to City an endorsement that the issuer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONSULTANT shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONSULTANT has in effect the insurance required by this Agreement. The CONSULTANT shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONSULTANT shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONSULTANT and CONSULTANT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONSULTANT to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONSULTANT and its officers, employees, agents, and subconsultants shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONSULTANT shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONSULTANT to disclose such records or information. CONSULTANT shall promptly

transmit to City any and all requests for disclosure of any such confidential records or information. CONSULTANT shall not use any confidential information gained by CONSULTANT in the performance of this Agreement except for the sole purpose of carrying out CONSULTANT's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONSULTANT shall return to City any City records which CONSULTANT used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONSULTANT shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONSULTANT shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subconsultants related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONSULTANT shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONSULTANT, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONSULTANT's employment practices or in the furnishing of services to recipients. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONSULTANT and any subconsultant shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONSULTANT will comply with all the provisions of said contract, to the extent applicable to CONSULTANT as a sub-grantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONSULTANT, at no cost to CONSULTANT.

13. **INDEPENDENT CONSULTANT.** In the performance of work, duties, and obligations under this Agreement, CONSULTANT is at all times acting and performing as an independent CONSULTANT and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONSULTANT shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation,

retirement benefits, workers' compensation coverage, insurance or disability benefits. CONSULTANT shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONSULTANT's performance of this Agreement. In connection therewith, CONSULTANT shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONSULTANT's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONSULTANT'S contract administrators at the addresses listed below:

FOR CITY:	**FOR CONSULTANT:**
Daniel Gho Public Works Director	Albert Weisfuss Certified Arborist
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	PO Box 2263 Monterey, CA 93942
Address	Address
(831) 648- 5722	831-869-2767
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONSULTANT represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONSULTANT.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONSULTANT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. CONSULTANT. The term "CONSULTANT" as used in this Agreement includes CONSULTANT's officers, agents, and employees acting on CONSULTANT's behalf in the performance of this Agreement.

15.05. Disputes. CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONSULTANT shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City.

Notwithstanding any such subcontract, CONSULTANT shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONSULTANT under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONSULTANT expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONSULTANT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

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

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONSULTANT represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONSULTANT with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONSULTANT as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

15.19 Department of Industrial Relations

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This space is left blank, intentionally.

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

CITY OF PACIFIC GROVE

By: Ben Harvey, City Manager

Date: 6/11/18

By: Daniel Gho Public Works Director

Date: 6-5-18

Approved as to Form

By: David C. Laredo, City Attorney

Date: 7/10/2018

CONTRACTOR

Albert Weisfuss

By: Albert Weisfuss

Date: 6/5/18

City Agreement Number: _____.

*INSTRUCTIONS: If CONSULTANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONSULTANT is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONSULTANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Exhibit A
Scope of Services- Arborist Services

The scope of services for the Arborist Services contracts includes, but is not limited to:

- Updating and enforcing the City's Tree Ordinance and enforcing the City's Hazard Tree Risk Management Policy
- Recommending and assisting in the implementation of Forestry Program goals and objectives
- Consulting with constituents on tree-related matters
- Conducting public outreach and education programs
- Establishing schedules and methods for providing forestry services, identifying resource needs, and reviewing needs with appropriate management staff
- Overseeing the preparation and application of herbicides, pesticides and fungicides
- Surveying tree populations and conducting a variety of environmental impact studies and investigations
- Administering tree permit processes, maintaining all related records, and producing reports when requested
- Providing presentations and written reports to the City Manager, Beautification and Natural Resources Commission and City Council
- Responding to tree-related emergencies

Albert Weisfuss, Certified Arborist
PO Box 2263, Monterey, CA 93942
(831) 869-2767 | albertweisfuss@gmail.com

April 3, 2018

City of Pacific Grove's Forestry Program
C/o City Office of the City Clerk
300 Forest Avenue
Pacific Grove, California 93950

Re: Request for Qualifications (RFQ) for Professional Arborist Services

Dear RFQ Screening Committee:

After careful consideration and a review of Contract Arborist fees across the Monterey Bay, I am requesting a flat-rate fee of $100 per hour for both regular and non-regular (including evenings, weekends, and holidays) work hours.

Sincerely,

Albert Weisfuss

CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.
For questions or changes call: **(800) 922-8228**

1. Name and Address of Insured

ALBERT WEISFUSS
PO BOX 2263
MONTEREY CA 93942-2263

POLICY INFORMATION

Declarations Type	Amended Declarations	Process Date	05-18-2018
Policy Number	**CAAS200148052**	Insured Since	2012
Your Policy Period — From	05-18-2018	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.	
Your Policy Period — To	01-23-2019	12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address	Occupation	Alternate Number	Telephone Number
	Laborer		

VEHICLES

Item	Make	Model Yr	Body Type	Vehicle Identification No.
1	FORD	2018	PICKUP	1FTEW1EG5JFC29062
2	FORD	1994	PICKUP	1FTDF15Y3RNB18693

DRIVERS

Drivers do not necessarily correspond to principally operated vehicles.

Name: Albert

Coverage	Liability Limits Each Person	Liability Limits Each Occurrence	Item 1 Deductible	Item 1 Premium	Item 2 Deductible	Item 2 Premium	Deductible	Premium	Deductible	Premium
Bodily Injury	1,000,000	1,000,000		$378		$556				
Medical Payments	No Coverage		No Coverage		No Coverage					
Uninsured Motorists	1,000,000	1,000,000		$127		$317				
Property Damage		1,000,000		$362		$539				
Comprehensive Actual Cash Value Less Deductible			100	$208	100	$79				
Full Comprehensive Safety Glass Endorsement ($0 deductible)			NO COV		NO COV					
Collision Actual Cash Value Less Deductible			500	$600	500	$201				
Enhanced Transportation Expense $25 per day/$750 aggregate				$11		$24				
All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage					
Vehicle Loan/Lease Protection Endorsement			No Coverage		No Coverage					
New Car Added Protection Endorsement			No Coverage		No Coverage					
Original Equipment Manufacturer Parts (OEM) Endorsement			No Coverage		No Coverage					
Ride-sharing Coverage Endorsement			No Coverage		No Coverage					
TOTAL PREMIUM PER VEHICLE ➤				$1,686		$1,716				
***Automobile Death Benefits** $15,000 per deceased insured person										Premium $3

Premium Summary
This is not a bill.

CA Surcharge: $0

Total Return Premium: $565.00 -

Total Premium shown is for the Member Advantage™ Program.

EXCLUSIONS

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:
None

CHANGES

Schedule of Changes
Maintain Vehicle(s)

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: June 07, 2023

SUBJECT: Appointment to Library Board

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

RECOMMENDATION

Approve appointment of T. Oldham to Library Board ending January 31. 2027.

DISCUSSION

The appointment of T. Oldham fills a vacancy on the Library Board.

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

The term for Library Board members is 4 years as this is a Charter committee.

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

OPTIONS

None.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

Redacted Application & Resume

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

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

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

Name: Tom Oldham			
Street Address: [redacted]			
City: Pacific Grove		**State:**	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]	

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

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

Resume Attached

RECEIVED
CITY MANAGER'S OFFICE
2023 MAY -8 P 3:46
CITY OF PACIFIC GROVE

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

Signature of Applicant: Tom Oldham **Date:** 5/8/23

FOR CITY USE ONLY

Appointed to: _____

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

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

Date Certification of Appreciation Awarded: _____

J. Thomas Oldham

University of Houston Law Center

[redacted]

UNDERGRADUATE: B.A. (with honors) 1970, Denison University (Granville, Ohio)

LAW SCHOOL: J.D. 1974, U.C.L.A. Law Review, 1972-1974

LEGAL EXPERIENCE:

1974-1980 Private practice of law in Beverly Hills, California

1980-1986 Associate professor of Law, University of Houston Law Center

Spring 1984 Visiting Professor of Law, University of Colorado Law School

Fall 1984 University of Houston, Tenure awarded

Fall 1986 Promoted to Professor of Law, University of Houston

1988-1989 Visiting Professor of Law, George Washington Law School

Winter/Spring 1992 Visiting Scholar, Wolfson College, Cambridge; Member of Law Faculty, Cambridge University

Fall 1992 Designated Law Foundation Scholar, University of Houston

Fall 1995 Visiting Scholar, Wolfson College, Cambridge; Member of Law Faculty, Cambridge University

1996 Designated as John H. Freeman Professor of Law, University of Houston

Spring 1999 Visiting Scholar, University of Copenhagen

Spring 2000 Selected for the University of Houston Award for Excellence in Research and Scholarship

Fall 2001-Spring 2002 Designated UH Law Associate Dean for Faculty Development

Spring 2003 Visiting Scholar, Griffith University, Brisbane, Australia

Spring 2009 Visiting Scholar, Australian National University, Canberra, Australia

Fall 2015 Fulbright Senior Specialist, Australian National University and University of Sydney

LAW REVIEW AND OTHER JOURNAL PUBLICATIONS:

"California Regulates Pseudo-Foreign Corporations," 17 SANTA CLARA LAW REVIEW 85 (1977).

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"Piercing the Corporate Veil in Texas," November 1995, TEXAS BAR JOURNAL, at 1012.

"Lessons from the New English and Australian child Support Systems," 29 VANDERBILT J. TRANSNATIONAL LAW 691 (1996).

"ALI Principles of Family Dissolution: Some Comments," 1997 ILL. L. REV. 801 (1997).

"Home Equity Lending Comes To Texas," July 1998, TEXAS BAR JOURNAL, at 638.

"The American Law Institute's Principles of the Law of Family Dissolution: Its Impact on Family Law," TX. J. WOMEN AND LAW 161 (1998).

"What Does the U.S. System Regarding Inheritance Rights of Children Reveal about American Families?," 33 FAM. L. Q. 265 (1999).

"Limitations Imposed by Family Law on a Separated Parent's Ability to Make Significant Life Decisions: A Comparison of Relocation and Income Imputation," 8 DUKE J. OF GENDER, LAW AND POLICY 333 (2001).

"Lessons from *Jerry Hall v Mick Jagger* Regarding U.S. Regulation of heterosexual cohabitants or, Can't Get No Satisfaction," 76 NOTRE DAME L. REV. 1409 (2001).

"Letter to FAMILY LAW (English Family law periodical), September 2004, 692.

"How an Eccentric Eyeglass Manufacturer Revolutionized Assisted Reproduction in the U.S.: A Review of The Genius Factory by David Plotz," 39 FAMILY LAW QUARTERLY 781 (2005).

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"Texas Abolishes Economic Contribution – Now What?," State Bar of Texas, Family Law Section Report, Volume 2009-5 (Fall), at 16.

"You Can't Take It with You, and Maybe You Can't Even Give it Away: The Case of Elizabeth Baldwin Rice," 41 MEMPHIS LAW REVIEW 95 (2010).

"Everything is Bigger in Texas Except the Community Estate – Must Texas Remain a Divorce Haven for the Rich?," 44 FAMILY LAW QUARTERLY 293 (2010).

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"The Financial Provision Bill and the American Experience," FAMILY LAW (London) (January 2018) at 82.

"Calculating the Community Property Claims in Texas When Time, Toil, and Talent are contributed to a Separate Property Business," TEXAS BAR FAMILY LAW SECTION REPORT (Winter 2018) at 15.

"Child Support Compliance in the USA and Australia: To Persuade or Punish?", 52 FAMILY LAW QUARTERLY 325 (2018).

"An Overview of the Rules in the USA Regarding the Award of Post-Divorce Spousal Support in 2019," 41 HOUSTON J. INT. LAW 525 (2019).

BOOKS AND BOOK CHAPTERS:

DIVORCE, SEPARATION AND THE DISTRIBUTION OF PROPERTY (Law Journal-Seminars Press 1987)(updated semi-annually).

TEXAS HOMESTEAD LAW (3rd Ed. 2007).

TEXAS MARITAL PROPERTY RIGHTS (6th ed. 2015).

UNIFORM LAWS AFFECTING THE FAMILY (2012).

FAMILY LAW, CASES, COMMENTS AND QUESTIONS (8th ed. 2018)(with Krause & Elrod) (also co-author of the 4th, 5th, 6th & 7th editions).

TEXAS FAMILY CODE ANNOTATED (2006-2007 and 2007-2008 editions)(with Kelly Weisberg).

NEW FRONTIERS IN CHILD SUPPORT (with Margo Melli) (University of Michigan Press 2000).

YOUR TEXAS BUSINESS (2d. ed. 1992)(updated and reprinted, December 1995)(with Richard Alderman).

Chapter 1, entitled "Corporations as Legal Entities," of TEXAS CORPORATIONS – Law and Practice, published by Matthew Bender.

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"The Struggle Over the Creation of a Status for Same-Sex Partners," in THE INTERNATIONAL SURVEY OF FAMILY LAW 2006 Edition 481 (Bill Atkin Ed.)

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"Economic Consequences of Divorce in the United States: Recent Developments," in FAMILY LAW IN BRITAIN AND AMERICA IN THE NEW CENTURY (John Eekelaar ed. 2016).

COURSES:

Mr. Oldham currently teaches Partnership and Agency, Corporations, Family Law, and Marital Property Rights.

Mr. Oldham is licensed to practice law in Texas, California, and Washington, D.C.

CASE CITATIONS:

Cameron v. Cameron, 641 S.W.2d 210 (Tex. 1982)

Gayet v. Gayet, 92 N.J. 149, 456 A.2d 102 (1983)

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In re Marriage of Hunt, 909 P.2d 525 (Colo. 1995)

In re Marriage of Kelm, 912 P.2d 545 (Colo. 1996)

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Matter of Marriage of Denton, 145 Or. App. 381, 930 P.2d 239 (1996)

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In re Marriage of James, 950 P.2d 623 (Colo. Ct. App. 1997)

Wendt v. Wendt, FA96 0149562 S, 1998 WL 161165 (Conn. Super. Ct. Mar. 31, 1998)

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Grunfeld v. Grunfeld, 94 N.Y.2d 696, 700, 731 N.E.2d 142 (2000)

Hoover (Letourneau) v. Hoover, 171 Vt. 256, 764 A.2d 1192 (2000)

Cooper v. Cooper, 143 N.C. App. 322, 545 S.E.2d 775 (2001)

In re Balanson, 25 P.3d 28 (Colo. 2001)

State v. Oakley, 2001 WI 103, 245 Wis. 2d 447, 629 N.W.2d 200

Grigsby v. Grigsby, 648 N.W.2d 716 (Minn. Ct. App. 2002)

Moore v. Moore, 111 S.W.3d 530 (Mo. Ct. App. 2003)

Wilkinson v. Wilkinson, 905 So. 2d 1 (Ala. Civ. App. 2004)

Solomon v. Solomon, 383 Md. 176, 857 A.2d 1109 (2004)

Ledwith v. Ledwith, 0098-04-2, 2004 WL 3391801 (Va. Ct. App. Oct. 12, 2004)

Warren v. Warren, 2005 Me. 9, 866 A.2d 97

Sharma v. Routh, 302 S.W.3d 355, 357 (Tex. App. 2009)

Lee v. Lee, 775 N.W.2d 631 (Minn. 2009)

Estate of Charania v. Shulman, 608 F.3d 67 (1st Cir. 2010)

Turner v. Rogers, 131 S. Ct. 2507, 180 L. Ed. 2d 452 (U.S. 2011)

Rosello Puig v. Rodriguez Cruz, CC-2006-1031, 2011 WL 4929776 (P.R. Oct. 11, 2011)

Thompson v. Thompson, 196 Ohio App. 3d 764, 965 N.E.2d 377 (Ohio Ct. App. 2011)

In re Pendley, BR 12-51542, 2013 WL 141595 (Bankr. W.D. Tex. Jan 11, 2013)

Collins v. Collins, 0862-12-4, 2013 (Wl 215924 (Va. Ct. App. January 22, 2013)

Tener v. Short Carter Morris, LLP, 2014 WL 425 9885 Tex. App.-Houston [1st Dist.])

In re Brooks, 784 F.3d 380 (7th Cir. 2015)

United States v. Berry, 2018 WL 6602184 (S.D. Tex)

Silverman v. Silverman, 2019 WL 964060 (Del.)

OTHER ACTIVITES:

Invited by the Uniform Law Institute to join drafting committees for The "Uniform Recognition of Community Property Rights at Death Act" and The "Uniform Premarital and Marital Agreement Act"

For the American Law Institute, served as a member of the Members' Consultative Group for
"Principles of the Law, Family Dissolution: Analysis and Recommendations,"
"Restatement of the Law, Children and the Law,"
"Restatement of the Law Third, Conflicts of Law"

Submitted materials to various Advanced Family Law Programs organized by the Texas Bar

Member of Executive Committee, Marital Property Section, American Bar Association, Family Law Section (1989 - 2001)

Member of Executive Committee, Family Law Section, American Associations of Law Schools (1990 – 1992; 2004 – present)

Member, Board of Editors, ABA Family Law Quarterly

President, Family Law Section, American Association of Law Schools, 1989

Drafted bar examination questions, California, Arizona and Alaska (in the subject areas of corporations and community property)

Letters published in the *Los Angeles Times*, *Times* (of London), *New York Times*

Faculty, ABA Advanced Family Law Advocacy Institute, 1990

Faculty, National Judicial College, Family Law Course, 1989

Included in Who's Who in American Law

Rated "AV" by Martindale – Hubbell Member, American Law Institute

Organized symposium issue regarding the Uniform Marital Property Act, Volume 21 No. 4, Houston Law Review (1984)

Organized symposium issue regarding the economic consequences of divorce, Volume 31, No. 2, Houston Law Review (summer 1994)

Organized symposium issue regarding the division of marital property at divorce, Vol. 31, No. 1, Family Law Quarterly (spring 1997)

Organized symposium issue regarding issues pertaining to child support Vol. 33, No. 1, Family Law Quarterly (Spring 1999).

Organized symposium issue relating to new issues in child support and spousal support, Vol. 45, No. 2, Family Law Quarterly (Summer 2011).

Chair, UH Law Center Executive Committee, 1993-95; 1997-98

Co-Chair, UH Law Center Self-Study Committee, July 1998-99

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: June 07, 2023

SUBJECT: Ordinance to Adopt the Fiscal Year 23/24 Operating and Capital Improvement Budget; and Amend the Fiscal Year 22/23 Operating and Capital Improvement Budget

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

RECOMMENDATION

1. Request the City Attorney to read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold the first reading of an ordinance to adopt the Fiscal Year 23/24 Operating and Capital Improvement Budget, amend the Fiscal Year 22/23 Operating and Capital Improvement Budget
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

The Proposed Fiscal Year 23/24 Budget and Capital Improvement Plan is a program budget, which also serves as the City's annual operating plan. The City Council's goals; or Focused Priority Areas and Policy Value Statements serve as the foundation for annual funding initiatives. Key expenditures included in the annual budget correspond to the Priority Areas. Separate Department Operating Goals and Accomplishments are included on the departmental and select fund pages; and align with the Department's mission and purpose.

The following table provides a chronology of the events leading up to the first reading of the Operating and Capital Improvement Budget Ordinance for Fiscal Year 23/24.

Item	*Meeting Date*
Received a Mid-Year Financial Update	February 15, 2023
Provided the Five-Year Forecast and Conducted a Budget Workshop	March 8, 2023
Adopted the Master Fee Schedule for Fiscal Year 23/24	April 19, 2023
Received the Proposed Fiscal Year 23/24 Capital Improvement Plan	May 10, 2023

The Proposed Fiscal Year 23/24 budget was developed based on conservative growth in the forthcoming year. The Fiscal Year 23/24 City-wide budget includes a $3.9 million Capital Improvement Plan; and a $230,000 capital outlay budget. Details regarding these items can be found in the Capital Outlay and Capital Project sections of the budget document. The Council has expressed interest in reviewing some of the capital improvement projects that have not been initiated or have incurred minimal expenditures. A separate agenda item which will include the project information, will be presented at this same Council Meeting. This could result in changes to the proposed Fiscal Year 23/24 capital improvement budget.

The Proposed Budget includes requests for position reclassifications; and the addition of 2.00 full-time equivalency (FTE) positions within the General Fund and 1.25 FTE positions in various other funds. This information can be found in the Position Authorization section of the document, and in the accompanying Position Request Listing and Narrative (Attachment 1).

A revised Five-Year Forecast, which reflects the Proposed Budget will be provided at the Council Meeting; and later incorporated into the Adopted Budget document.

General Fund
An overview of the General Fund revenues and department budgets are included in Attachment 2. Additional details can be found in the General Fund Revenue and Expenditure sections of the Proposed Fiscal Year 23/24 Budget document.

Key budgetary highlights are listed below:

Revenues

In Fiscal Year 23/24, revenues, net of one-time receipts, are anticipated to increase by approximately $1.8 million or 6.4% when compared to the Fiscal Year 22/23 Adopted Budget; or $660,000 or 2.2% when compared to the Fiscal year 22/23 Estimated/Amended Budget. The Fiscal Year 23/24 Budget includes conservative growth in most revenue categories, with the addition of a partial year of cannabis revenues. The Fiscal Year 23/24 Proposed Budget does not include any supplemental ARPA funds or unique one-time revenues. Key factors include:

- A combined property tax increase of approximately 4% or $357,000, when compared to the Amended Budget.
- A full-year of Measure A sales tax revenues, along with a minimal increase based on economic performance. The anticipated growth when compared to the Amended Budget is $393,000.
- A partial year or $100,000 in new cannabis tax revenues
- Transition of Community Development operating grants from the General Fund budget to the Operating Grants Fund budget to facilitate ease of monitoring.

Expenditures

The overall General Fund expenditures are anticipated to increase by $1.05 million or 3.5%, when compared to the prior year Adopted Budget, while operating expenditures are projected to rise by 9.1% or $2.4 million. Some factors related to the increase are listed below:

- A $500,000 placeholder for the General Plan, with the final amount adjusted once an updated vendor proposal is received.
- Transition of $270,000 in Community Development Department (CDD) grant funded expenditures, with continuing and new CDD grants maintained in the Operating Grants Funds to

facilitate ease of monitoring.

- Funding for a Complete Streets Policy and a Climate Action and Adaptation Plan in the amount of $225,000.
- Incorporating a 2% cost of living increase in accordance with the Police Officers Association contract, and a similar estimated increase for other employee groups, which is estimated to be approximately $217,000.
- Position additions or reclassifications approved in Fiscal Year 22/23, which includes increases in Recreation Department staffing of approximately $214,000.
- Proposed position additions or reclassification adjustments for Fiscal Year 23/24, which also includes additional increases in Recreation Department staffing.
- Capital Improvement Transfers of $600,000 for projects; and $150,000 for a Facility Assessment Study.
- Decrease in pension obligation bond payments of $811,311, representing the General Fund's share of the debt service attributable to non-safety employees.

Additional details can be found in the General Fund Expenditure section of the budget document, the General Fund Overview included in Attachment 2, and Services, Supplies, and Other Detail sheets in Attachment 3.

Enterprise Funds

The Enterprise Fund sections of the budget document include text information identifying the estimated ending "available" fund balance. The budget has historically reported fund balances to align with the audited financial statements, which are on a full accrual basis and include the value of long-term assets and liabilities. The "available" fund balance represents information on modified accrual or more similar to a cash basis. It takes into consideration cash, accounts receivable, accounts payable, and wages payable in establishing the beginning fund balance; and adds the proposed revenues and expenditures to arrive at a balance that reflects funds that are more readily available for spending.

All Enterprise Funds, with the exception of the Local Water Project, are initially projecting a positive ending Fiscal Year 23/24 fund balance. The Local Water Project is projecting a minor negative fund balance of approximately $60,000; however this represents the first year that the fund is close to operating at a self-sufficient level. A fee study is also underway that will assist in arriving at updated recycled water rates. Based on actual performance at year-end or during the mid-year; a potential true-up of any Local Water Project deficiencies may be brought forward for consideration.

Fiscal Year 22/23 Budget Amendments

The attached ordinance also includes an amendment for the following amendments to the Fiscal Year 22/23 Operating and Capital Improvement Budgets:

General Fund Amendments
Increase to reflect the second disbursement of property tax revenues and one-time revenues.
Adjustments to expenditures to reflect year-end projections.
Other Funds

Hyperbaric Chamber - Additional donation funding that will align with expenditures.

Local Streets and Roads, CIP Fund, RSTP Fund - Changes in grant or insurance reimbursement revenues to align with projected expenditures; and an adjusted project year-end estimate.

Yount Trust (Permanent Fund) - Administrative adjustment to align interest revenues with the amount transferred to the Yount Income Fund.

CDBG Fund - Reduction in loan expenditures to reflect amounts loaned in the current fiscal year; and provide for loan funding in Fiscal Year 23/24.

Budget Document Information

The Fiscal Year 23/24 Budget incorporates criteria established by the California Society of Municipal Finance Officers (CSMFO) and the Government Finance Officers Association (GFOA). The goal of the criteria is to provide a document that is transparent, easy to read, and provides a comprehensive fiscal, as well as operating plan. The City received the CSMFO Excellence Award and the GFOA Distinguished Budget Award for the Fiscal Year 22/23 Budget. This most recent CSMFO and GFOA Awards, represent the fourth and fifth consecutive years, respectively, that the City has received this honor.

The budget is labeled in draft form to allow for any revisions that may occur as part of the budget presentation. The document may be modified to reflect any updated information provided at the Council Meeting; and the addition of the multi-year forecast, operational metrics that may not be available until the end of the fiscal year, and the addition of appendix items. The appendix or supplementary section of the budget will include reference to the Council requested items, such as leased facility data and grant funding. Modifications may also include non-substantive changes based on the budget review comments received by GFOA or CSMFO.

Due to staffing vacancies and transitions in the Finance Department, the Fiscal Year 23/24 Proposed Budget will be available after 3:00 pm on Friday. The Proposed Budget can be accessed from the following link: Budgets | City of Pacific Grove

This is the first reading of the ordinance. The second reading is schedule for June 21, 2023.

OPTIONS

- Approve ordinance
- Provide alternate direction

FINANCIAL IMPACT:

The Proposed Fiscal Year 23/24 Budget estimates an ending General Fund balance of $11.3 million. This is approximately $783,500 above recommended policy levels.

The estimated impact to all other Funds is included in the attached ordinance.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Position Request Listing
General Fund Overview
Details for Services, Supplies, and Other
Budget Adoption Ordinance

POSITION REQUEST LISTING

Item No.	Type of Change	POSITION	STATUS	ACCT	CHANGE IN FTE	BUDGETARY IMPACT
GENERAL FUND						
FINANCE						
(1)	ADD 0.250 FTE	VACANT ACCOUNTING ASSISTANT	F	131	0.25	27,206
(2)	DELETE 0.250 FTE	SENIOR PROGRAM MANAGER	F	131	(0.25)	(45,083)
(3)	RECLASSIFICATION	MANAGEMENT ANALYST	F	131	(1.00)	(122,528)
	RECLASSIFICATION	PROGRAM MANAGER	F	131	1.00	150,276
					-	
TOTAL FINANCE DEPARTMENT					-	**9,871**
INFORMATION TECHNOLOGY						
(4)	ADD 0.250 FTE	VACANT IT MANAGEMENT ANALYST	F	133	0.25	25,317
TOTAL INFORMATION TECHNOLOGY					**0.25**	**$25,317**
CITY MANAGERS OFFICE						
(5)	RECLASSIFICATION	DEPUTY CITY CLERK	F	121	(1.00)	($110,700)
	RECLASSIFICATION	MANAGEMENT ANALYST	F	121	1.00	$115,478
TOTAL CITY MANAGER'S OFFICE					-	**$4,778**
POLICE						
(6)	RECLASSIFICATION	POLICE COMMANDER	F	301	(1.00)	($241,401)
	RECLASSIFICATION	DEPUTY CHIEF [(a)]	F	301	1.00	$264,850
TOTAL POLICE DEPARTMENT					-	**$23,449**
(a) Increased by 10%						
RECREATION						
(7)	RECLASSIFICATION	ADMIN TECH	F	421	(0.20)	($22,218)
	RECLASSIFICATION	MANAGEMENT ANALYST	F	421	0.20	$26,765
					-	$4,547
(8)	ADDITIONAL 0.25 FTE	RECREATION COORDINATOR - COMMUNITY CENTER	F	421	0.25	$14,551
(9)	NEW	RECREATION COORDINATOR -AQUATICS	F	421	1.00	$70,327
TOTAL RECREATION					**1.25**	**$89,425**

POSITION REQUEST LISTING

Item No.	Type of Change	POSITION	STATUS	ACCT	CHANGE IN FTE	BUDGETARY IMPACT
PUBLIC WORKS						
(7)	RECLASSIFICATION	ADMIN TECH	F	501	(0.40)	($44,437)
	RECLASSIFICATION	MANAGEMENT ANALYST	F	501	0.40	$53,531
					-	$9,094
(10)	NEW	BUILDING MAINTENANCE WORKER - FORESTRY	P		0.50	$42,000
(11)	RECLASSIFICATION	EQUIP MECHANIC	F	502	(1.00)	($106,574)
	RECLASSIFICATION	EQUIP MECHANIC, SENIOR	F	502	1.00	$113,425
					-	$6,851
TOTAL PUBLIC WORKS					**0.50**	**57,945**
TOTAL GENERAL FUND					**2.00**	**210,785**
Non General Fund						
SEWER						
(7)	RECLASSIFICATION	ADMIN TECH	F	601	(0.40)	($44,437)
	RECLASSIFICATION	MANAGEMENT ANALYST	F	601	0.40	$53,531
TOTAL SEWER FUND					**-**	**$9,094**
CEMETERY						
(12)	RECLASSIFICATION	OFFICE ASSISTANT	F	611		$7,288
	RECLASSIFICATION	ADMIN. SPECIALIST (TITLE PENDING HR REVIEW) [(a)]	F	611		
	ADD 0.250 FTE	ADMIN. SPECIALIST (TITLE PENDING HR REVIEW)	F	611	0.25	$15,513
	(a) Increased by 10%					
(13)	NEW	MAINTENANCE WORKER	P	611	0.25	$19,130
TOTAL CEMETERY					**0.50**	**$41,931**
LIGHTHOUSE						
(14)	NEW	LIGHTHOUSE PROGRAM COORDINATOR	P	413	0.50	$18,618
(13)	NEW	MAINTENANCE WORKER	P	413	0.25	$19,130
TOTAL LIGHTHOUSE FUND					**0.75**	**$37,748**
TOTAL NON-GENERAL FUND					**1.25**	**88,773**
TOTAL PROPOSED POSITION CHANGES - ALL FUNDS					**3.25**	**299,558**

Position Request Narratives

Finance

Finance Reclassifications and Changes

The individual occupying the full-time Senior Program Manager position has requested to move to a 0.750 position, with a work schedule of four days a week. This provides a reduction in senior departmental management staff. Staff is requesting using the funding from the 0.25 Senior Program Manager position to elevate a Management Analyst to a Program Manager position and increase the FTE of a vacant half-time Accounting Assistant position. This will provide an additional career ladder within the department; and full senior manager coverage in the absence of the Director or the Senior Program Manager. This proposed transition is FTE neutral.

The Department has had difficulties in attracting and retaining qualified staff within this field. The department currently has the following position vacancies: Management Analyst, Accounting Assistant, and a half-time Accounting Assistant. In addition, the newly vacant Management Analyst position oversees the Cemetery administration functions, which is currently staffed with a temporary Office Assistant. The demands within the department have also grown, as a result of increased reporting, financial reconciliation of grants, new accounting standards, and information requests. Significant time is also expended in training new staff. Supporting these changes will assist in attracting and retaining staff for the department.

Information Technology

Information Technology Management Analyst – Add 0.25 position

The current 0.75 Information Technology Management Analyst position is vacant. The demands have increased for professional level IT services, network security, technical assistance at public meetings, and implementation of new software programs. It has been difficult to attract and retain highly qualified staff in this field. Increasing the position by 0.250 FTE will allow the City to recruit for a full-time position, provide better department and public-facing support; and also assist with succession planning for the Chief Information Officer position.

City Manager's Office

Reclassify Deputy City Clerk to Management Analyst

The current Deputy City Clerk position is vacant.

The City Manager's Office is in need of a generalist at the management analyst level. The current classification of Deputy City Clerk limits the support function needed in the CM Office. The Management Analyst would administratively assist the City Manager as needed, oversee social media content and coordination with the current social media vendor; as well as assist the City Clerk with public records requests and record keeping.

This position would also assist HR with recruitment and employee retention activities. Additional HR programs (continued COVID compliance with CalOSHA, employee engagement and wellness programs) have been added to the unit, as well as an increase to recruitment and retention activities.

Police Department

Reclassify Police Commander to Deputy Chief

The Police Department currently has (1) Police Commander. The Chief of Police is requesting a reclassification and title change from Commander to Deputy Chief. The Commander takes full command of the department in the absence of the Chief and should have a title commensurate with the role. In addition, for succession planning purposes, the Chief is mentoring the Commander to promote to the position of Chief of Police for the Pacific Grove Police Department. This will help provide consistency to the community and department members. CSUMB PD, Monterey PD, Salinas PD, and Seaside PD all have similar titles for their seconds in command. Therefore, it is recommended to upgrade this position classification and title.

Recreation

Recreation Coordinator (Community Center): 0.25 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.

Recreation Coordinator (Sports and Aquatics): 1.00 FTE

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. This 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. Potential adult programs offered: Basketball, softball, tennis, pickleball.

Public Works

Reclassify Administrative Technician to Management Analyst (1.00 FTE allocated across Public Works, Sewer and Recreation)

This reclassification will bring this employee's title in alignment with the work performed by the individual. As an Administrative Technician, the person that is currently in the position, is working out of class. She manages the volunteer program, the memorial bench program, and all the Public Works grant reporting requirements. These three programs are all significant and take numerous hours to operate. This is all done on top of her normal duties.

As an Administrative Technician, programs of this size and nature, such as the volunteer program, should be overseen and supervised by a manager. Placing this employee in the correct classification will ensure that she can be assigned these tasks while remaining within the proper classification.

Building Maintenance Worker – Forestry: 0.50 FTE

This half-time position would support the watering, planting, and upkeep of trees on City properties, including all parks and facilities. This includes efforts to increase tree planting on public property and ensure new plantings receive sufficient watering/care to establish roots and thrive. Current staffing levels do not allow for dedicated watering and planting efforts; as a result, watering existing trees is assigned as a rotating task and prioritized based on various incoming work orders from staff and residents. Authorizing a dedicated half-time employee will allow the City to place emphasis on improving the declining tree canopy via concerted efforts to plant, care for, and retain street, park, and City facility trees. In down times when watering is completed, this employee will focus on beautification and weeding of the planted areas in the business district and high-traffic areas.

Reclassify Equipment Mechanic to Equipment Mechanic, Senior

The City's mechanical department oversees and maintains 100+ pieces of rolling stock. The organization, scheduling, and documentation that is required to manage the shop is significant.
This reclassification will create a level of supervision in the mechanical department. The City has recently hired a new mechanic and to promote our long-term mechanic to a senior mechanic will grant opportunities for employee management, work delegation, trainings, create a hierarchy, and promote accountability within the operations of the shop.

Cemetery

Reclassify Office Assistant to Administrative Specialist *(Title Pending HR Review)*

The duties associated with the Cemetery Office Assistant have increased in size and responsibility. This position is required to show sites to prospective clients and families, assist with arrangements, file compliance paperwork, and respond to multiple inquiries. Several of these responsibilities are outside of the scope of an Office Assistant. In addition, some administrative functions that were previously handled by Paul Mortuary at the Little Chapel have transitioned to the El Carmelo Cemetery. This includes processing payments or providing additional communication and coordination with the families. The Cemetery has also implemented a new software program that has helped mainstream the processes and procedures in the Cemetery; however, there is still a need to evaluate some of the imported information, as well as perform additional data entry. This position will also assist the Management Analyst in coordinating with Information Technology on any updates to the GIS Mapping system. The mapping component, which is integrated with the new Cemetery software system, is planned to provide the public with an online portal to find their loved ones instantly while visiting the cemetery or doing research.

The Cemetery Office Assistant position is currently vacant. The reclassification of this position, as well as the addition of a 0.25 FTE will create a full-time position. This will assist in attracting and retaining an employee to staff the Cemetery administrative office.

Lighthouse

Lighthouse Docent Program Coordinator: 0.50 FTE

The Point Pinos Lighthouse, the oldest continuously operational lighthouse on the west coast, serves as an important historical and recreational asset for our community and receives thousands of visitors annually. All support activities for onsite tours are managed by one (1) part-time employee, the current Lighthouse Docent Program Coordinator. Tasks include training, education, management and scheduling of the approximately 36 volunteer docents. The current Lighthouse Docent Coordinator has a wealth of knowledge relating to the lighthouse history and the current lighthouse operations. It is vital that this knowledge be shared, current processes be documented, and redundancy be instilled. Moreover, this additional part-time Docent Coordinator, would allow the city opportunities to improve, expand and implement additional community programs and educational opportunities at the Lighthouse (such as school field trip programs, online educational opportunities. advertising efforts, docent recruitment and more).

Draft General Fund Overview (Amended Includes Pending Budget Ordinance)

	FY 22/23 Adopted	FY 22/23 Amended	FY 23.24 Proposed	Difference from Amended	
Beginning Fund Balance	$ 12,010,279	$ 12,010,279	$ 12,174,972		
Revenues					
Property Taxes	$ 8,840,000	$ 9,252,000	$ 9,609,000	$ 357,000	(1)
TOT and Licenses	5,962,000	6,482,000	6,562,000	80,000	
Sales and Use Tax	5,616,000	5,564,000	5,957,000	393,000	(2)
Franchise and Utility User Taxes	3,475,000	3,520,000	3,590,000	70,000	
Business Licenses	322,000	365,000	370,000	5,000	
Cannabis Tax	-	-	100,000	100,000	(3)
Other Taxes	237,000	176,000	176,000	-	
License, permits, and impact fees	1,045,000	987,000	838,000	(149,000)	(4)
Intergovernmental Revenues	292,382	401,000	58,000	(343,000)	(5)
Charges for Services	1,928,000	2,061,000	2,072,000	11,000	
Fines and Forfeitures	49,000	106,000	125,000	19,000	
Interest, rents, and concessions	310,000	378,000	435,000	57,000	
Other revenues	1,503,737	2,186,000	746,000	(1,440,000)	(6)
Other revenues - ARPA	800,000	800,000	-	(800,000)	(7)
Transfers	-	-	-	-	
	$ 30,380,119	$ 32,278,000	$ 30,638,000	$ (1,640,000)	
Expenditures	-	-	-	-	
Departments					
City Council	$ 385,227	$ 490,331	$ 485,998	(4,333)	
City Manager	1,230,107	1,223,495	1,295,545	72,050	(8)
Economic Development	124,833	360,177	369,025	8,848	
City Attorney	762,100	711,100	821,100	110,000	(9)
Finance	1,392,325	1,443,702	1,374,546	(69,156)	
Information Systems	870,666	874,389	975,429	101,040	(10)
Community Development	2,813,339	3,094,369	3,022,491	(71,878)	
Police	7,928,629	7,925,586	8,359,887	434,301	(11)
Fire	4,246,200	4,365,373	4,403,000	37,627	
Public Works	4,239,165	4,256,703	4,963,544	706,841	(12)
Library	1,125,728	1,116,332	1,159,335	43,003	
Recreation	920,638	905,065	1,189,769	284,704	(13)
Museum	314,500	325,500	337,400	11,900	
Capital Outlay	145,000	1,244,221	215,000	(1,029,221)	(14)
Capital Project Transfers	575,000	588,000	750,000	162,000	
Debt Service	2,237,415	2,239,777	1,428,466	(811,311)	(15)
Interfund Transfers	1,100,737	949,187	314,000	(635,187)	(16)
Total	$ 30,411,609	$ 32,113,307	$ 31,464,535	$ (648,772)	
Net Difference	$ (31,490)	$ 164,693	$ (826,535)	$ (991,228)	
Estimated Ending Fund Balance	$ 11,978,789	$ 12,174,972	$ 11,348,437	$ (991,228)	
Reserve Calculation			$ -		
Expenditures applicable to policy			$ 30,185,535		
Policy percentage - 35%			$ 10,564,937		
Amount above/(below) policy levels			$ 783,500		

Notes:

(1) Projected increase in combined property taxes of approximately 4%.

(2) Reflects a full year of Measure A revenues and a minimal increase, while FY 22/23 included 3/4 year of Measure A revenues.

(3) Includes a partial year of estimated taxes generated by cannabis sales.

(4) The FY 22/23 revenues include a substantial building permit receipt, the FY 23/24 projection aligns with estimated building

contract services and on-going fees.

(5) Community Development grants were included in the FY 22/23 Intergovernmental revenues. Due to increased funding, these grants were moved to the Operating Grants Fund in FY 23/24 for ease of tracking and annual comparability.

(6) The FY 22/23 amounts included unique water entitlement revenues of $725,187, as well as additional one-time revenues.

(7) In FY 23/24, all ARPA funds have been assigned or retained within the ARPA Fund. No supplementary funds are needed.

(8) Additional public information and communication services, as well as a full-year of staffed positions.

(9) City Attorney fees and specialized legal services; with amounts included for changes in FY 22/23 budgetary estimates.

(10) A full-year with an additional 0.25 IT Support Specialist, proposed staffing increase of a vacant Management Analyst position, on-going document management system licensing fees, new HR Performance Evaluation software, new GASB 96 software.

(11) Negotiated POA increases of 2% for $70,000, approved reclassifications and an increase in a half-time CSO of $85,780; pending new position reclass at $23,449, step increases, rising pension costs, and prior year position vacancies

(12) Key items include Complete Streets Policy at $125,000, Climate Action and Adaptation Plan of $100,000, increased street, forestry, and related contract services $207,000; building repair increase of $50,000, and staffing changes at $57,945.

(13) Addition of new positions that were approved at mid-year, as well as pending new positions

(14) The FY 22/23 budget included a fire engine for $969,000, while FY 23/24 includes a PW vehicle, security equipment, light poles, and server infrastructure

(15) In FY 23/24 the pension obligation bond was reduced to reflect the payment of the non-safety portion of the debt.

(16) In FY 22/23, a transfer of $725,187 to the Local Water Project was included in the amount. FY 23/24 only reflects the amount needed to supplement the Public Safety Augmentation Fund for 9-1-1 Center costs.

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
CITY COUNCIL					
10 - CITY COUNCIL	5201	REGULAR CITY COUN CONTRACT SERVICES	65,000		-
10 - CITY COUNCIL	5201	REGULAR CITY COUN CONTRACT SERVICES	-	MISC CONTRACT SERVICES, MUNICIPAL CODE PUBLISHING	-
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	80,000		-
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	CSI HR CONSULTING SERVICES	20,000
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	MISC CONSULTING SERVICES	10,000
10 - CITY COUNCIL	5202	REGULAR CITY COUN PROF/CONSULTANT S	-	RENNE PUBLIC MANAGEMENT GROUP	50,000
10 - CITY COUNCIL	5205	REGULAR CITY COUN LEGAL SERVICES	175,000	MISCELLANEOUS LEGAL SERVICES AND ON-GOING LITIGATION	-
10 - CITY COUNCIL	5211	REGULAR CITY COUN POSTAGE	1,928		-
10 - CITY COUNCIL	5215	REGULAR CITY COUN MEETING/TRAINING/	10,000		-
10 - CITY COUNCIL	5215	REGULAR CITY COUN MEETING/TRAINING/	-	LEAGUE OF CA MEETINGS/CONF, TRAINING	-
10 - CITY COUNCIL	5216	REGULAR CITY COUN ATTENDANCE COSTS	2,000		-
10 - CITY COUNCIL	5216	REGULAR CITY COUN ATTENDANCE COSTS		PG CHAMBER LUNCH, OTHER	-
10 - CITY COUNCIL	5217	REGULAR CITY COUN TRAVEL, MEAL COST	200		-
10 - CITY COUNCIL	5221	REGULAR CITY COUN ADVERTISING	5,000		-
10 - CITY COUNCIL	5221	REGULAR CITY COUN ADVERTISING	-	PUBLIC NOTICES	-
10 - CITY COUNCIL	5222	REGULAR CITY COUN UTILITIES	1,575		-
10 - CITY COUNCIL	5225	REGULAR CITY COUN OPERATING LEASES/	150		-
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	84,000		-
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	MBAY AIR	7,500
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	TAMC	5,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	UNITED WAY	5,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	ASSOC OF MONTEREY BAY GOVERNMENTS (AMBAG)	4,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LEAGUE OF CA CITIES	7,500
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	GATHERING FOR WOMEN	16,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	COMMUNITY HUMAN SERVICES	20,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	RACE FORWARD	1,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LAFCO	16,000
10 - CITY COUNCIL	5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	MONTEREY COUNTY MAYORS ASSOCIATION	2,000
10 - CITY COUNCIL	5291	REGULAR CITY COUN MISC. DEPT EXPENS	5,000		-
10 - CITY COUNCIL	5230	REGULAR CITY COUN INTERNAL SERVICE	9,000		-
10 - CITY COUNCIL	5301	REGULAR CITY COUN OFFICE SUPPLIES	250		-
10 - CITY COUNCIL	5303	REGULAR CITY COUN BOOKS, PRINTED MA	500		-
10 - CITY COUNCIL	5306	REGULAR CITY COUN OFFICE EQUIPMENT	100		-
TOTAL CITY COUNCIL			***439,703***		

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
CITY MANAGER					
12 - CITY MANAGER	5221	CITY MANAGER OPER ADVERTISING	2,500		
12 - CITY MANAGER	5216	CITY MANAGER OPER ATTENDANCE COSTS	4,000		
12 - CITY MANAGER	5303	CITY MANAGER OPER BOOKS, PRINTED MA	500		
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	60,000		
12 - CITY MANAGER	5201	CITY MANAGER OPER CONTRACT SERVICES	-	MISCELLANEOUS CONTRACTS	
12 - CITY MANAGER	5224	CITY MANAGER OPER EQUIP REPAIR, MAI	400		
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	30,000		
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	-	SOCIAL MEDIA TRAINING	
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	-	EXECUTIVE TRAINING	
12 - CITY MANAGER	5237	CITY MANAGER OPER HR CONSULTANT	-	ANNUAL SALARY SURVEY	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	34,000		
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	RECRUITMENT AND RETENTION - VARIOUS PROVISIONS	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	RECRUITMENT ADS	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE ANNUAL TRAINING DAY	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE APPRECIATION	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE MONTHLY ENGAGEMENT EVENTS	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE PHYSCIAL FITNESS ASSESSMENTS	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	OPEN ENROLLMENT	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	LCW TRAINING CONSORTIUM	
12 - CITY MANAGER	5236	CITY MANAGER OPER HR PROGRAMS	-	EE HEALTH & WELLNESS PROGRAMS	
12 - CITY MANAGER	5230	CITY MANAGER OPER INTERNAL SERVICE	41,000		
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	80,000		
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	NEGOTIATIONS	
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	LCW EMPLOYEMENT LEGAL ADVICE	
12 - CITY MANAGER	5205	CITY MANAGER OPER LEGAL SERVICES	-	UNFORESEEN INVESTIGATIONS	
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	17,000		
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	TRAINING/EDU FOR CM DEPT	
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	REQUIRED LEGAL/COMPLIANCE UPDATES FOR CITY CLERK AND HR	
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	ICMA OR LEAGUE OF CA CITIES CONFERENCE FOR CM	
12 - CITY MANAGER	5215	CITY MANAGER OPER MEETING/TRAINING/	-	DEI TRAINING FOR DEI COORDINATOR	
12 - CITY MANAGER	5291	CITY MANAGER OPER MISC. DEPT EXPENS	5,500		
12 - CITY MANAGER	5306	CITY MANAGER OPER OFFICE EQUIPMENT	1,000		
12 - CITY MANAGER	5301	CITY MANAGER OPER OFFICE SUPPLIES	1,500		
12 - CITY MANAGER	5225	CITY MANAGER OPER OPERATING LEASES/	5,500		
12 - CITY MANAGER	5309	CITY MANAGER OPER OTHER SUPPLIES	200		
12 - CITY MANAGER	5211	CITY MANAGER OPER POSTAGE	200		
12 - CITY MANAGER	5202	CITY MANAGER OPER PROF/CONSULTANT S	20,000		
12 - CITY MANAGER	5202	CITY MANAGER OPER PROF/CONSULTANT S	-	CSI HR CONSULTING	
12 - CITY MANAGER	5601	CITY MANAGER OPER SPECIAL PROGRAMS	70,000		
12 - CITY MANAGER	5601	CITY MANAGER OPER SPECIAL PROGRAMS	-	PIO AND COMMUNICATION SERVICES, TRIPEPI SMITH	
12 - CITY MANAGER	5261	CITY MANAGER OPER SUBSCRIPTIONS, ME	3,200		
12 - CITY MANAGER	5212	CITY MANAGER OPER TELEPHONE	1,000		
12 - CITY MANAGER	5217	CITY MANAGER OPER TRAVEL, MEAL COST	1,500		
12 - CITY MANAGER	5238	CITY MANAGER OPER TUITION REIMBURSE	1,500		
12 - CITY MANAGER	5238	CITY MANAGER OPER TUITION REIMBURSE	-	MEA TUITION REIMBURSEMENT PROGRAM	
12 - CITY MANAGER	5222	CITY MANAGER OPER UTILITIES	3,500		
TOTAL CITY MANAGER'S DEPARTMENT			***384,000***		

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
ECONOMIC DEVELOPMENT					
12 - ECONOMIC DEVELOPMENT	5201	ECONOMIC DEVELOPM CONTRACT SERVICES	39,999		-
12 - ECONOMIC DEVELOPMENT	5201	ECONOMIC DEVELOPM CONTRACT SERVICES	-	HDL	-
12 - ECONOMIC DEVELOPMENT	5471	ECONOMIC DEVELOPM EDC CONTRIBUTION	39,900		-
12 - ECONOMIC DEVELOPMENT	5471	ECONOMIC DEVELOPM EDC CONTRIBUTION	-	EDC FUNDS	-
12 - ECONOMIC DEVELOPMENT	5202	ECONOMIC DEVELOPM PROF/CONSULTANT S	26,250		-
12 - ECONOMIC DEVELOPMENT	5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	25,000		-
12 - ECONOMIC DEVELOPMENT	5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	-	FACADE PROGRAM	-
12 - ECONOMIC DEVELOPMENT	5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	164,325		-
12 - ECONOMIC DEVELOPMENT	5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MCCVB	160,825
12 - ECONOMIC DEVELOPMENT	5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MONTEREY BUSINESS COUNCIL	500
12 - ECONOMIC DEVELOPMENT	5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MONTEREY BAY ECONOMIC PARTNERSHIP	3,000
TOTAL ECONOMIC DEVELOPMENT			***295,474***		
FINANCE					
13 - FINANCE	5221	FINANCE & ACCOUNT ADVERTISING	2,000		-
13 - FINANCE	5213	FINANCE & ACCOUNT BANK FEES	46,000		-
13 - FINANCE	5213	FINANCE & ACCOUNT BANK FEES	-	CLIENT ANALYSIS STATEMENT BANK FEES AT 1900 X 12 (ROUND)	23,000
13 - FINANCE	5213	FINANCE & ACCOUNT BANK FEES	-	HDL BANKING ASSOCIATED FEES	3,000
13 - FINANCE	5213	FINANCE & ACCOUNT BANK FEES	-	MERCHANT TRANSACTION FEES	18,000
13 - FINANCE	5213	FINANCE & ACCOUNT BANK FEES	-	MISC FEES	2,000
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	4,000		
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	BUDGET PRINTING	
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	CAFR AWARD	
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	BUDGET AWARD PLAQUE	
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	GASB UPDATES (BLUE BOOK, CAPITAL ASSETS, ETC)	
13 - FINANCE	5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	AWARD APPLICATIONS	
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	187,000		
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	HDL SERVICES - TOT, BUSINESS LICENSE, AND SALES TAX	60,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ADT CAMERA MONITORING SERVICES	4,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	GASB 68/GASB 75 REPORT	4,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	COIN PICKUP	3,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	SUPPLEMENTAL CAFR STATS	3,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	OPENGOV/CLEARGOV, CLEAR PLAN, DIGITAL BUDGET BOOK	18,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	MISC: WATER, COPIER CHARGES	5,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	AUDIT SERVICES	65,000
13 - FINANCE	5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	POTENTIAL TEMP. STAFFING FOR RECRUITMENT PERIOD, ASSISTANCE	25,000
13 - FINANCE	5230	FINANCE & ACCOUNT INTERNAL SERVICE	50,000		
13 - FINANCE	5205	FINANCE & ACCOUNT LEGAL SERVICES	2,500		
13 - FINANCE	5215	FINANCE & ACCOUNT MEETING/TRAINING/	16,000		
13 - FINANCE	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	COMPLIANCE, TECHNICAL UPDATES, TRAININGS, WEBINARS, OR CONFERENCES	
13 - FINANCE	5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	DIRECTOR, FINANCE MGR, MGMT ANALYST, ACCOUNTANT, TECHNICAL STAFF	
13 - FINANCE	5291	FINANCE & ACCOUNT MISC. DEPT EXPENS	6,000		
13 - FINANCE	5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	5,000		
13 - FINANCE	5301	FINANCE & ACCOUNT OFFICE SUPPLIES	9,000		
13 - FINANCE	5225	FINANCE & ACCOUNT OPERATING LEASES/	8,000		
13 - FINANCE	5211	FINANCE & ACCOUNT POSTAGE	3,000		
13 - FINANCE	5202	FINANCE & ACCOUNT PROF/CONSULTANT S	26,000		
13 - FINANCE	5202	FINANCE & ACCOUNT PROF/CONSULTANT S	-	IMPLEMENTATION ASSISTANCE WITH GASB 96 ACCOUNTING STANDARD	
13 - FINANCE	5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	1,000		
13 - FINANCE	5222	FINANCE & ACCOUNT UTILITIES	15,000		
TOTAL FINANCE			***380,500***		

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
INFORMATION SERVICES					
13 - INFORMATION SERVICES	5303	INFORMATION SERVI BOOKS, PRINTED MA	300		
13 - INFORMATION SERVICES	5303	INFORMATION SERVI BOOKS, PRINTED MA	-	MISC	
13 - INFORMATION SERVICES	5307	INFORMATION SERVI COMPUTER HARDWARE	39,000		
13 - INFORMATION SERVICES	5307	INFORMATION SERVI COMPUTER HARDWARE	-	PRINTER REFRESH	4,000
13 - INFORMATION SERVICES	5307	INFORMATION SERVI COMPUTER HARDWARE	-	COMPUTER ASSET REPLACEMENT	35,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	123,136		-
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	NETWORK SUPPORT - GENERAL	10,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	AFTERHOURS AND VACATION	12,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	LOW VOLTAGE CABLE SUPPORT	8,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	GIS SERVICES - PIE SERVICES	25,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	GIS MASTERPLAN IMPLEMENTATION - THIRD PHASE	39,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	WEBSITE HOSTING MAINTENANCE AND SUPPORT	10,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	PHONE SYSTEM MAINTENANCE & SUPPORT	12,000
13 - INFORMATION SERVICES	5201	INFORMATION SERVI CONTRACT SERVICES	-	NEGOV IMPLEMENTATION FOR PERFORMANCE EVALUATIONS	7,136
13 - INFORMATION SERVICES	5206	INFORMATION SERVI DATA, COMMUNICATI	26,000		-
13 - INFORMATION SERVICES	5206	INFORMATION SERVI DATA, COMMUNICATI	-	INTERNET FOR SITES	26,000
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	132,200		-
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	CITIZEN REQUEST MANAGEMENT	9,150
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	ESRI GIS LICENSING	12,500
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	AGENDA MANAGEMENT SYSTEM SUPPORT/ LICENSING	13,600
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	RECREATION MGMT SYSTEM SUPPORT / LICENSING	8,000
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	NEOGOV HR SOFTWARE	5,600
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	NETFILE - E-FILING & FORM 700	4,600
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	ZENCITY	40,000
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	LASERFICHE - DOCUMENT MANAGEMENT SOFTWARE	25,750
13 - INFORMATION SERVICES	5239	INFORMATION SERVI DEPT APPLICATION	-	DEBTBOOK SOFTWARE FOR FINANCE	13,000
13 - INFORMATION SERVICES	5224	INFORMATION SERVI EQUIP REPAIR, MAI	10,000		-
13 - INFORMATION SERVICES	5224	INFORMATION SERVI EQUIP REPAIR, MAI	-	MISC. EQUIP., REPAIR, AND SUPPORT RELATED PURCHASES	10,000
13 - INFORMATION SERVICES	5230	INFORMATION SERVI INTERNAL SERVICE	24,000		-
13 - INFORMATION SERVICES	5207	INFORMATION SERVI MAINTENANCE SERVI	16,000		-
13 - INFORMATION SERVICES	5207	INFORMATION SERVI MAINTENANCE SERVI	-	NETWORK EQUIPMENT MAINTENANCE	5,000
13 - INFORMATION SERVICES	5207	INFORMATION SERVI MAINTENANCE SERVI	-	PHONE EQUIPMENT MAINTENANCE	5,000
13 - INFORMATION SERVICES	5207	INFORMATION SERVI MAINTENANCE SERVI	-	UPS MAINTENANCE	3,000
13 - INFORMATION SERVICES	5207	INFORMATION SERVI MAINTENANCE SERVI	-	HP SERVERS & STORAGE MAINTENANCE SUPPORT	3,000
13 - INFORMATION SERVICES	5215	INFORMATION SERVI MEETING/TRAINING/	17,000		-
13 - INFORMATION SERVICES	5215	INFORMATION SERVI MEETING/TRAINING/	-	GIS MASTER PLAN TRAINING, CONFERENCES, ADMIN. TRAINING	13,500
13 - INFORMATION SERVICES	5215	INFORMATION SERVI MEETING/TRAINING/	-	MICROSOFT 365 & OTHER TRAINING FOR ALL CITY STAFF	3,500
13 - INFORMATION SERVICES	5306	INFORMATION SERVI OFFICE EQUIPMENT	2,500		-
13 - INFORMATION SERVICES	5306	INFORMATION SERVI OFFICE EQUIPMENT	-	TOOLS	1,500
13 - INFORMATION SERVICES	5306	INFORMATION SERVI OFFICE EQUIPMENT	-	EQUIPMENT CART	500
13 - INFORMATION SERVICES	5306	INFORMATION SERVI OFFICE EQUIPMENT	-	STORAGE SHELFS AND RACKS	500
13 - INFORMATION SERVICES	5301	INFORMATION SERVI OFFICE SUPPLIES	1,000		-
13 - INFORMATION SERVICES	5211	INFORMATION SERVI POSTAGE	200		-
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	99,500		-
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	MICROSOFT 365	32,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	VEEAM - CLOUD BACKUPS	5,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	WINDOWS LICENSING	7,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	WINDOWS 2019 SERVER LICENSING	7,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	ENDPOINT SECURITY SOFTWARE	15,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	DOCUSIGN	5,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	SYSTEMS MANAGEMENT, HELPDESK, AND IMAGING SOFTWARE	5,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	MISC. SOFTWARE TOOLS & UTILITIES	1,500
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	VMWARE - VIRTUALIZATION SOFTWARE	2,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	ZOOM - VIRTUAL MEETINGS SOFTWARE	5,000
13 - INFORMATION SERVICES	5229	INFORMATION SERVI SOFTWARE LICENSE	-	NETWORK MONITORING SOFTWARE	15,000

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
13 - INFORMATION SERVICES	5261	INFORMATION SERVI SUBSCRIPTIONS, ME	2,700		-
13 - INFORMATION SERVICES	5261	INFORMATION SERVI SUBSCRIPTIONS, ME	-	MISAC MEMBERSHIP, 2 STAFF @ 260 EACH	520
13 - INFORMATION SERVICES	5261	INFORMATION SERVI SUBSCRIPTIONS, ME	-	QUICKSTART	1,560
13 - INFORMATION SERVICES	5261	INFORMATION SERVI SUBSCRIPTIONS, ME	-	AMAZON	120
13 - INFORMATION SERVICES	5261	INFORMATION SERVI SUBSCRIPTIONS, ME	-	LINKEDIN LEARNING	500
13 - INFORMATION SERVICES	5212	INFORMATION SERVI TELEPHONE	30,000		-
13 - INFORMATION SERVICES	5212	INFORMATION SERVI TELEPHONE	-	POTS, TRUNKS, DID LINES; CELL PHONE EQUIP. & SERVICES	30,000
13 - INFORMATION SERVICES	5217	INFORMATION SERVI TRAVEL, MEAL COST	1,500		-
13 - INFORMATION SERVICES	5217	INFORMATION SERVI TRAVEL, MEAL COST	-	MISAC, ESRI, OR GARTNER ANNUAL CONFERENCE	-
TOTAL INFORMATION SERVICES			***525,036***		
COMMUNITY DEVELOPMENT					
20 - COMMUNITY DEVELOPMENT	5201	PLANNING & BUILDI CONTRACT SERVICES	928,000		-
20 - COMMUNITY DEVELOPMENT	5201	PLANNING & BUILDI CONTRACT SERVICES	-	4LEAF CONTRACT	-
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	648,000		-
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	CEQA CONSULTANTS - RINCON PEER REVIEW ENV DOCS	20,000
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	RINCON GEN PLAN UPDATE (PLACEHOLDER FOR PENDING ADJUSTMENT)	500,000
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	GOOD CITY PLANNING SERVICES	30,000
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	HARRIS HOUSING ELEMENT CEQA	39,000
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	PAGE & TURNBULL NOAA BUILDING	20,000
20 - COMMUNITY DEVELOPMENT	5202	PLANNING & BUILDI PROF/CONSULTANT S	-	BBK GENERAL PLAN CEQA DEVELOPMENT ASSISTANCE	39,000
20 - COMMUNITY DEVELOPMENT	5205	PLANNING & BUILDI LEGAL SERVICES	98,000		-
20 - COMMUNITY DEVELOPMENT	5205	PLANNING & BUILDI LEGAL SERVICES	-	BBK PLANNING AND LEGAL, TELECOMMUNICATIONS	-
20 - COMMUNITY DEVELOPMENT	5205	PLANNING & BUILDI LEGAL SERVICES	-	MISC. LEGAL ASSISTANCE RELATED	-
20 - COMMUNITY DEVELOPMENT	5208	PLANNING & BUILDI CONTRACT PERSONNE	150,000		-
20 - COMMUNITY DEVELOPMENT	5208	PLANNING & BUILDI CONTRACT PERSONNE	-	HARRIS - SENIOR PLANNER SERVICES	-
20 - COMMUNITY DEVELOPMENT	5211	PLANNING & BUILDI POSTAGE	4,200		-
20 - COMMUNITY DEVELOPMENT	5212	PLANNING & BUILDI TELEPHONE	3,000		-
20 - COMMUNITY DEVELOPMENT	5213	PLANNING & BUILDI BANK FEES	20,000		-
20 - COMMUNITY DEVELOPMENT	5215	PLANNING & BUILDI MEETING/TRAINING/	17,615		-
20 - COMMUNITY DEVELOPMENT	5215	PLANNING & BUILDI MEETING/TRAINING/	-	STAFF TRAINING AND ARB, HRC, AND PC TRAINING	-
20 - COMMUNITY DEVELOPMENT	5218	PLANNING & BUILDI EDUCATION INCENTI	1,500		-
20 - COMMUNITY DEVELOPMENT	5221	PLANNING & BUILDI ADVERTISING	15,000		-
20 - COMMUNITY DEVELOPMENT	5222	PLANNING & BUILDI UTILITIES	9,600		-
20 - COMMUNITY DEVELOPMENT	5224	PLANNING & BUILDI EQUIP REPAIR, MAI	750		-
20 - COMMUNITY DEVELOPMENT	5225	PLANNING & BUILDI OPERATING LEASES/	16,500		-
20 - COMMUNITY DEVELOPMENT	5225	PLANNING & BUILDI OPERATING LEASES/	-	IWORQ SERVICE AGREEMENT	-
20 - COMMUNITY DEVELOPMENT	5225	PLANNING & BUILDI OPERATING LEASES/	-	COPIER LEASE, MAIL MACHINE	-
20 - COMMUNITY DEVELOPMENT	5226	PLANNING & BUILDI EQUIPMENT REPAIR	3,500		-
20 - COMMUNITY DEVELOPMENT	5227	PLANNING & BUILDI VEHICLE REPAIR	300		-
20 - COMMUNITY DEVELOPMENT	5229	PLANNING & BUILDI SOFTWARE LICENSE	21,000		-
20 - COMMUNITY DEVELOPMENT	5230	PLANNING & BUILDI INTERNAL SERVICE	104,000		-
20 - COMMUNITY DEVELOPMENT	5261	PLANNING & BUILDI SUBSCRIPTIONS, ME	3,000		-
20 - COMMUNITY DEVELOPMENT	5291	PLANNING & BUILDI MISC. DEPT EXPENS	8,500		-
20 - COMMUNITY DEVELOPMENT	5301	PLANNING & BUILDI OFFICE SUPPLIES	7,000		-
20 - COMMUNITY DEVELOPMENT	5303	PLANNING & BUILDI BOOKS, PRINTED MA	4,000		-
20 - COMMUNITY DEVELOPMENT	5306	PLANNING & BUILDI OFFICE EQUIPMENT	5,000		-
20 - COMMUNITY DEVELOPMENT	5309	PLANNING & BUILDI OTHER SUPPLIES	500		-
20 - COMMUNITY DEVELOPMENT	5311	PLANNING & BUILDI VEHICLE FUEL	250		-
TOTAL COMMUNITY DEVELOPMENT			***2,069,215***		

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
POLICE					
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	222,000		-
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPECIAL PD EAP PROGRAM	10,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	MONTEREY COUNTY SHERIFF'S DEPARTMENT (CJIS-WARRANTS)	70,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	MARK43 (*NEW* PD RECORDS MGMT SYSTEM)	26,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	JOHNSON CONTROLS, INC/GENETEC (SURVEILLANCE SYSTEM)	4,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	MONTEREY PENINSULA SPECIAL RESPONSE UNIT	5,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	BACKGROUND INVESTIGATIONS, POLYGRAPH, MEDICALS, LIVESCA	11,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	LEXIPOL LLC (PARTIALLY REIMBURSED BY PARSAC)	10,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPCA MONTEREY COUNTY	10,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	CALEA (ACCREDITATION) & POWERDMS (SOFTWARE)	7,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	LEFTA (FTO, TRAINING SOFTWARE)	15,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	LANGUAGE LINE (TRANSLATION SERVICES)	2,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPEAK WRITE (TRANSCRIPTION SERVICES)	7,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	GUARDIAN TRACKING (EVAL)	2,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	DEPARTMENT OF JUSTICE	5,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	ARCHIVE SOCIAL	3,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	SAME DAY SHRED	2,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	AMERIPRIDE	5,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	DRINKING WATER SERVICES	1,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	TRACNET	15,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	MISC (SHARPS, LAB, COVANTA)	9,000
30 - POLICE	5201	POLICE OPERATIONS CONTRACT SERVICES	-	VERITONE: RIPA	3,000
30 - POLICE	5202	POLICE OPERATIONS PROF/CONSULTANT S	10,000		-
30 - POLICE	5205	POLICE OPERATIONS LEGAL SERVICES	10,000		-
30 - POLICE	5206	POLICE OPERATIONS DATA, COMMUNICATI	37,000		-
30 - POLICE	5206	POLICE OPERATIONS DATA, COMMUNICATI	-	VERIZON WIRELESS (PATROL VEHICLES)	9,000
30 - POLICE	5206	POLICE OPERATIONS DATA, COMMUNICATI	-	VERIZON BUSINESS (ACCESS PORT-STATION)	9,000
30 - POLICE	5206	POLICE OPERATIONS DATA, COMMUNICATI	-	AT&T	3,000
30 - POLICE	5206	POLICE OPERATIONS DATA, COMMUNICATI	-	FIRSTNET (CELL PHONES)	16,000
30 - POLICE	5211	POLICE OPERATIONS POSTAGE	2,000		-
30 - POLICE	5212	POLICE OPERATIONS TELEPHONE	1,600		-
30 - POLICE	5213	POLICE OPERATIONS BANK FEES	55,000		-
30 - POLICE	5213	POLICE OPERATIONS BANK FEES	-	PARKING METER BANK FEES	55,000
30 - POLICE	5215	POLICE OPERATIONS MEETING/TRAINING/	70,000		-
30 - POLICE	5215	POLICE OPERATIONS MEETING/TRAINING/	-	DEPARTMENT TRAINING	60,000
30 - POLICE	5215	POLICE OPERATIONS MEETING/TRAINING/	-	TRAINING PER DIEM INCREASES	10,000
30 - POLICE	5222	POLICE OPERATIONS UTILITIES	36,000		-
30 - POLICE	5223	POLICE OPERATIONS BLDG REPAIR, MAIN	6,000		-
30 - POLICE	5224	POLICE OPERATIONS EQUIP REPAIR, MAI	20,000		-
30 - POLICE	5225	POLICE OPERATIONS OPERATING LEASES/	7,000		-
30 - POLICE	5225	POLICE OPERATIONS OPERATING LEASES/	-	KONICA COPY/FAX/SCAN LEASE	7,000
30 - POLICE	5227	POLICE OPERATIONS VEHICLE REPAIR	30,000		-
30 - POLICE	5230	POLICE OPERATIONS INTERNAL SERVICE	377,000		-
30 - POLICE	5261	POLICE OPERATIONS SUBSCRIPTIONS, ME	5,000		-
30 - POLICE	5261	POLICE OPERATIONS SUBSCRIPTIONS, ME	-	CPOA CPCA CAPE CLEARS MCCLEOA CALPAC IACP FBI ETC.	5,000
30 - POLICE	5275	POLICE OPERATIONS SAFETY EQUIP	25,000		-
30 - POLICE	5275	POLICE OPERATIONS SAFETY EQUIP	-	BULLETPROOF VESTS (PARTIALLY REIMBURSED BY GRANT)	8,000
30 - POLICE	5275	POLICE OPERATIONS SAFETY EQUIP	-	PPE	5,000
30 - POLICE	5275	POLICE OPERATIONS SAFETY EQUIP	-	MISC. REPLACEMENT EQUIP (TASERS, RADIOS, ETC.)	12,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	30,000		-
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	BADGES	2,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	SUMMIT UNIFORMS (NEW HIRES)	4,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	CSO SUPPLIES: ANIMAL & PARKING	2,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	PROPERTY & EVIDENCE SUPPLIES, CSI	5,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	PUBLIC OUTREACH SUPPLIES	2,000
30 - POLICE	5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	OTHER MISC.	15,000
30 - POLICE	5301	POLICE OPERATIONS OFFICE SUPPLIES	16,000		-
30 - POLICE	5301	POLICE OPERATIONS OFFICE SUPPLIES	-	STAPLES, OFFICE DEPOT	10,000
30 - POLICE	5301	POLICE OPERATIONS OFFICE SUPPLIES	-	PRINTING CITE BOOKS	2,000
30 - POLICE	5301	POLICE OPERATIONS OFFICE SUPPLIES	-	MISC.	4,000

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
30 - POLICE	5306	POLICE OPERATIONS OFFICE EQUIPMENT	10,000		-
30 - POLICE	5306	POLICE OPERATIONS OFFICE EQUIPMENT	-	CHAIRS, FURNITURE	10,000
30 - POLICE	5311	POLICE OPERATIONS VEHICLE FUEL	35,000		-
30 - POLICE	5316	POLICE OPERATIONS AMMUNITION	12,000		-
30 - POLICE	5316	POLICE OPERATIONS AMMUNITION	-	RIFLE AMMUNITION	5,000
30 - POLICE	5316	POLICE OPERATIONS AMMUNITION	-	HANDGUN AMMUNITION	5,000
30 - POLICE	5316	POLICE OPERATIONS AMMUNITION	-	POLICE ACADEMY RECRUIT TRAINING	2,000
TOTAL POLICE			***1,016,600***		
LIBRARY					
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	40,000		-
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	PACIFIC LIBRARY PARTNERSHIP	8,641
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	SENTRY ALARM	2,500
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	CITY OF MONTEREY	3,671
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	BYWATER SOLUTIONS	8,166
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	LIBRARICA LLC	300
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	BAKER & TAYLOR	3,100
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	CALIFA GROUP	6,411
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	CROZIER STUDIOS	1,300
40 - LIBRARY	5201	LIBRARY OPERATION CONTRACT SERVICES	-	MITEL SVGS	5,911
40 - LIBRARY	5211	LIBRARY OPERATION POSTAGE	300		-
40 - LIBRARY	5212	LIBRARY OPERATION TELEPHONE	1,000		-
40 - LIBRARY	5215	LIBRARY OPERATION MEETING/TRAINING/	1,000		-
40 - LIBRARY	5222	LIBRARY OPERATION UTILITIES	21,000		-
40 - LIBRARY	5223	LIBRARY OPERATION BLDG REPAIR, MAIN	5,400		-
40 - LIBRARY	5225	LIBRARY OPERATION OPERATING LEASES/	7,000		-
40 - LIBRARY	5230	LIBRARY OPERATION INTERNAL SERVICE	35,000		-
40 - LIBRARY	5291	LIBRARY OPERATION MISC. DEPT EXPENS	11,500		-
40 - LIBRARY	5301	LIBRARY OPERATION OFFICE SUPPLIES	12,000		-
40 - LIBRARY	5303	LIBRARY OPERATION BOOKS, PRINTED MA	40,000		-
40 - LIBRARY	5306	LIBRARY OPERATION OFFICE EQUIPMENT	8,000		-
TOTAL LIBRARY			***182,200***		

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
RECREATION					
42 - RECREATION	5201	RECREATION OPERAT CONTRACT SERVICES	10,000		-
42 - RECREATION	5201	RECREATION OPERAT CONTRACT SERVICES	-	ISC CONTRACT AND PROGRAM RELATED CONTRACT	-
42 - RECREATION	5208	RECREATION OPERAT CONTRACT PERSONNE	35,000		-
42 - RECREATION	5211	RECREATION OPERAT POSTAGE	1,000		-
42 - RECREATION	5212	RECREATION OPERAT TELEPHONE	4,000		-
42 - RECREATION	5213	RECREATION OPERAT BANK FEES	25,000		-
42 - RECREATION	5213	RECREATION OPERAT BANK FEES	-	BANK FEES FOR ONLINE REG - USER PAYS	5,000
42 - RECREATION	5213	RECREATION OPERAT BANK FEES	-	BASED ON YTD EXPENSES & INCR. PROGRAMS	20,000
42 - RECREATION	5215	RECREATION OPERAT MEETING/TRAINING/	3,000		-
42 - RECREATION	5215	RECREATION OPERAT MEETING/TRAINING/	-	LIFE GUARD CLASSES; REC TRAININGS	-
42 - RECREATION	5217	RECREATION OPERAT TRAVEL, MEAL COST	2,500		-
42 - RECREATION	5217	RECREATION OPERAT TRAVEL, MEAL COST	-	ANTICIPATED INCREASED TRAINING	-
42 - RECREATION	5221	RECREATION OPERAT ADVERTISING	16,500		-
42 - RECREATION	5221	RECREATION OPERAT ADVERTISING	-	ACTIVITY GUIDE PROD/MAILING & SUMMER/HIRING	-
42 - RECREATION	5222	RECREATION OPERAT UTILITIES	175,000		-
42 - RECREATION	5222	RECREATION OPERAT UTILITIES	-	INCLUDES INCREASE FOR CAL AM	-
42 - RECREATION	5223	RECREATION OPERAT BLDG REPAIR, MAIN	10,000		-
42 - RECREATION	5223	RECREATION OPERAT BLDG REPAIR, MAIN	-	AGING FACILITIES	-
42 - RECREATION	5225	RECREATION OPERAT OPERATING LEASES/	75		-
42 - RECREATION	5226	RECREATION OPERAT EQUIPMENT REPAIR	5,000		-
42 - RECREATION	5227	RECREATION OPERAT VEHICLE REPAIR	1,000		-
42 - RECREATION	5230	RECREATION OPERAT INTERNAL SERVICE	28,000		-
42 - RECREATION	5261	RECREATION OPERAT SUBSCRIPTIONS, ME	2,500		-
42 - RECREATION	5301	RECREATION OPERAT OFFICE SUPPLIES	6,000		-
42 - RECREATION	5301	RECREATION OPERAT OFFICE SUPPLIES	-	NEW OFFICE SUPPLES, SUPPLIES NEW EMPLOYEE	-
42 - RECREATION	5305	RECREATION OPERAT JANITORIAL SUPPLI	4,000		-
42 - RECREATION	5305	RECREATION OPERAT JANITORIAL SUPPLI	-	INCREASED DUE TO MORE PROGRAMS	-
42 - RECREATION	5309	RECREATION OPERAT OTHER SUPPLIES	5,000		-
42 - RECREATION	5309	RECREATION OPERAT OTHER SUPPLIES	-	INCREASED DUE TO MORE PROGRAMS	-
42 - RECREATION	5311	RECREATION OPERAT VEHICLE FUEL	1,100		-
42 - RECREATION	5361	RECREATION OPERAT RECREATION SUPPLI	20,000		-
42 - RECREATION	5361	RECREATION OPERAT RECREATION SUPPLI	-	NEEDS FOR INCREASED PRGMS - PRESCHOOL, YOUTH	-
42 - RECREATION	5504	RECREATION OPERAT REC PRO SHOP INVE	1,000		-
TOTAL RECREATION			***355,675***		

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
PUBLIC WORKS					
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	255,000		-
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	CLIMATE ACTION AND ADAPTATION PLAN	100,000
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	COMPLETE STREETS POLICY	125,000
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	GULL ABATMENT	25,000
50 - PUBLIC WORKS	5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	MISC CONTRACT SERVICES	5,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	130,000		-
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	PARK MOWING	20,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	MISC BUILDING & FACILITIES CONTRACT	21,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	CITY HALL SUPPLEMENTAL JANITORIAL	10,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	PG MUSEUM OF NATURAL HISTORY JANITORIAL	29,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	SENTRY ALARM	15,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	LANDSCAPE SERVICES	15,000
50 - PUBLIC WORKS	5201	BUILDINGS & GROUN CONTRACT SERVICES	-	ON-CALL ELECTRICAL SERVICES	20,000
50 - PUBLIC WORKS	5201	STREET CLEANING CONTRACT SERVICES	225,720		-
50 - PUBLIC WORKS	5201	STREET CLEANING CONTRACT SERVICES	-	STREET SWEEPING CONTRACT	225,720
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	146,500		-
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	MISC. CONTRACT	5,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	TRAFFIC SIGNAL MAINT & REPAIRS	20,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	IWORQ SOFTWARE	1,500
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	GIS MAPPING SERVICES	5,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	STORMWATER MONITORING	40,000
50 - PUBLIC WORKS	5201	STREET MAINTENANC CONTRACT SERVICES	-	ON CALL CONCRETE CONTRACTOR	75,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	445,000		-
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	20K MISC. ANTICIPATED INC IN ANNUAL CONTRACT	20,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	BUTTERFLY SANCTUARY GRANT MATCH FUNDING	25,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	STU WEISS SERVICES - MONARCH SANCT. MGMT PLAN	10,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	TREE SERVICES (TOPES)	270,000
50 - PUBLIC WORKS	5201	FORESTRY CONTRACT SERVICES	-	ARBORIST SERVICES	115,000
50 - PUBLIC WORKS	5211	PUBLIC WORKS ADMI POSTAGE	4,000		-
50 - PUBLIC WORKS	5211	PUBLIC WORKS ADMI POSTAGE	-	INCLUDES OUTREACH MAILERS	-
50 - PUBLIC WORKS	5212	PUBLIC WORKS ADMI TELEPHONE	10,667		-
50 - PUBLIC WORKS	5212	PUBLIC WORKS ADMI TELEPHONE	-	BASED ON YTD EXPENSES	-
50 - PUBLIC WORKS	5213	PUBLIC WORKS ADMI BANK FEES	2,266		-
50 - PUBLIC WORKS	5213	PUBLIC WORKS ADMI BANK FEES	-	BASED ON YTD EXPENSES	-
50 - PUBLIC WORKS	5215	PUBLIC WORKS ADMI MEETING/TRAINING/	8,000		-
50 - PUBLIC WORKS	5215	PUBLIC WORKS ADMI MEETING/TRAINING/	-	VARIOUS TRAVEL/TRAINING FOR STAFF	-
50 - PUBLIC WORKS	5221	PUBLIC WORKS ADMI ADVERTISING	4,000		-
50 - PUBLIC WORKS	5221	PUBLIC WORKS ADMI ADVERTISING	-	INCREASED ADVERTISING FOR CIP	-
50 - PUBLIC WORKS	5222	PUBLIC WORKS ADMI UTILITIES	25,000		-
50 - PUBLIC WORKS	5222	BUILDINGS & GROUN UTILITIES	190,000		-
50 - PUBLIC WORKS	5222	STREET MAINTENANC UTILITIES	38,380		-
50 - PUBLIC WORKS	5223	PUBLIC WORKS ADMI BLDG REPAIR, MAIN	5,000		-
50 - PUBLIC WORKS	5223	PUBLIC WORKS ADMI BLDG REPAIR, MAIN	-	INCREASED NEEDS FOR NEW OFFICE SPACE	-
50 - PUBLIC WORKS	5223	MECHANICAL BLDG REPAIR, MAIN	2,000		-
50 - PUBLIC WORKS	5223	MECHANICAL BLDG REPAIR, MAIN	-	INCREASED BLDG MAINT NEEDS DUE TO AGING FACILITY	-
50 - PUBLIC WORKS	5223	BUILDINGS & GROUN BLDG REPAIR, MAIN	200,000		-
50 - PUBLIC WORKS	5223	BUILDINGS & GROUN BLDG REPAIR, MAIN	-	AGING FACILITIES YIELDS INCREASED NEEDS	-
50 - PUBLIC WORKS	5224	BUILDINGS & GROUN EQUIP REPAIR, MAI	20,000		-
50 - PUBLIC WORKS	5224	BUILDINGS & GROUN EQUIP REPAIR, MAI	-	AGING FACILITIES INC. EQUIP REPAIR	-
50 - PUBLIC WORKS	5225	PUBLIC WORKS ADMI OPERATING LEASES/	10,000		-
50 - PUBLIC WORKS	5225	PUBLIC WORKS ADMI OPERATING LEASES/	-	BASED ON YTD EXPENSES	-
50 - PUBLIC WORKS	5226	MECHANICAL EQUIPMENT REPAIR	3,000		-
50 - PUBLIC WORKS	5226	MECHANICAL EQUIPMENT REPAIR	-	AGING EQUIPMENT	-
50 - PUBLIC WORKS	5226	BUILDINGS & GROUN EQUIPMENT REPAIR	5,000		-
50 - PUBLIC WORKS	5226	BUILDINGS & GROUN EQUIPMENT REPAIR	-	EQUIPMENT REPAIR	-
50 - PUBLIC WORKS	5226	STREET MAINTENANC EQUIPMENT REPAIR	25,000		-
50 - PUBLIC WORKS	5226	STREET MAINTENANC EQUIPMENT REPAIR	-	AGING EQUPMENT RESULTS IN INCREASED REPAIR NEEDS	-
50 - PUBLIC WORKS	5227	PUBLIC WORKS ADMI VEHICLE REPAIR	2,000		-
50 - PUBLIC WORKS	5227	MECHANICAL VEHICLE REPAIR	2,500		-
50 - PUBLIC WORKS	5227	MECHANICAL VEHICLE REPAIR	-	AGING VEHICLES	-

DEPARTMENTS, GENERAL FUND: SERVICES AND SUPPLIES

CITY COUNCIL, CITY MANAGER, ECON DEVELOPMENT, ADMINISTRATIVE SERVICES, COMMUNITY DEVELOPMENT, POLICE, LIBRARY, PUBLIC WORKS, RECREATION

DEPARTMENT	ACCOUNT	TITLE	FY 23/24 RECOMMENDED	NOTE DESCRIPTION	NOTE AMOUNT
50 - PUBLIC WORKS	5227	BUILDINGS & GROUN VEHICLE REPAIR	39,000		-
50 - PUBLIC WORKS	5227	BUILDINGS & GROUN VEHICLE REPAIR	-	INCREASED NEEDS DUE TO AGING VEHICLES	-
50 - PUBLIC WORKS	5227	STREET MAINTENANC VEHICLE REPAIR	8,500		-
50 - PUBLIC WORKS	5230	PUBLIC WORKS ADMI INTERNAL SERVICE	234,000		-
50 - PUBLIC WORKS	5261	PUBLIC WORKS ADMI SUBSCRIPTIONS, ME	3,000		-
50 - PUBLIC WORKS	5261	PUBLIC WORKS ADMI SUBSCRIPTIONS, ME	-	INCREASED TO REFLECT INCREASED MEMB & SUBSCRIPTIONS	-
50 - PUBLIC WORKS	5275	PUBLIC WORKS ADMI SAFETY EQUIP	3,000		-
50 - PUBLIC WORKS	5275	MECHANICAL SAFETY EQUIP	500		-
50 - PUBLIC WORKS	5275	MECHANICAL SAFETY EQUIP	-	SAFETYBOOT PURCHSES PER MOU	-
50 - PUBLIC WORKS	5275	BUILDINGS & GROUN SAFETY EQUIP	3,000		-
50 - PUBLIC WORKS	5275	BUILDINGS & GROUN SAFETY EQUIP	-	SAFETY BOOTS PER MOU	-
50 - PUBLIC WORKS	5275	STREET MAINTENANC SAFETY EQUIP	1,250		-
50 - PUBLIC WORKS	5275	STREET MAINTENANC SAFETY EQUIP	-	SAFETY BOOTS PER MOU	-
50 - PUBLIC WORKS	5291	PUBLIC WORKS ADMI MISC. DEPT EXPENS	6,500		-
50 - PUBLIC WORKS	5291	MECHANICAL MISC. DEPT EXPENS	2,000		-
50 - PUBLIC WORKS	5291	MECHANICAL MISC. DEPT EXPENS	-	MISC. MECH DIVISION EXPENSES	-
50 - PUBLIC WORKS	5291	STREET MAINTENANC MISC. DEPT EXPENS	10,000		-
50 - PUBLIC WORKS	5301	PUBLIC WORKS ADMI OFFICE SUPPLIES	16,000		-
50 - PUBLIC WORKS	5301	PUBLIC WORKS ADMI OFFICE SUPPLIES	-	INCREASE DUE TO MOVING BACK TO MAIN OFFICE	-
50 - PUBLIC WORKS	5305	BUILDINGS & GROUN JANITORIAL SUPPLI	47,000		-
50 - PUBLIC WORKS	5305	BUILDINGS & GROUN JANITORIAL SUPPLI	-	INC DUE TO TAKING OVER LP BATHROOMS AND COVID	-
50 - PUBLIC WORKS	5309	PUBLIC WORKS ADMI OTHER SUPPLIES	14,000		
50 - PUBLIC WORKS	5309	PUBLIC WORKS ADMI OTHER SUPPLIES	-	MISC. DEPT SUPPLIES	8,000
50 - PUBLIC WORKS	5309	PUBLIC WORKS ADMI OTHER SUPPLIES	-	VOLUNTEER PROGRAM EXPENSES	6,000
50 - PUBLIC WORKS	5309	MECHANICAL OTHER SUPPLIES	16,000		-
50 - PUBLIC WORKS	5309	MECHANICAL OTHER SUPPLIES	-	BASED ON PREV. YTD EXPENSES - RAGS, UNIFORMS	-
50 - PUBLIC WORKS	5309	BUILDINGS & GROUN OTHER SUPPLIES	35,000		-
50 - PUBLIC WORKS	5309	BUILDINGS & GROUN OTHER SUPPLIES	-	LINEN SERVICES UNIFORM, SHOP RAG, AND MAT CLEANING.	-
50 - PUBLIC WORKS	5309	STREET MAINTENANC OTHER SUPPLIES	73,000		-
50 - PUBLIC WORKS	5309	STREET MAINTENANC OTHER SUPPLIES	-	INCREASED INFRASTRUCTURE IMPROVMENTS	-
50 - PUBLIC WORKS	5309	STREET MAINTENANC OTHER SUPPLIES	-	LINEN SERVICES UNIFORM, SHOP RAG, AND MAT CLEANING.	-
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	50,000		-
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-	MEMORIAL TREE PROGRAM	5,000
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-	PURCHASE TREES FOR CITY PROPERTIES	35,000
50 - PUBLIC WORKS	5309	FORESTRY OTHER SUPPLIES	-	MISC SOIL SUPPLEMENTS & FORESTRY SUPPLIES	10,000
50 - PUBLIC WORKS	5311	PUBLIC WORKS ADMI VEHICLE FUEL	1,500		-
50 - PUBLIC WORKS	5311	MECHANICAL VEHICLE FUEL	1,000		-
50 - PUBLIC WORKS	5311	BUILDINGS & GROUN VEHICLE FUEL	13,000		-
50 - PUBLIC WORKS	5311	STREET MAINTENANC VEHICLE FUEL	7,000		-
50 - PUBLIC WORKS	5322	MECHANICAL SMALL TOOLS	3,500		-
50 - PUBLIC WORKS	5322	BUILDINGS & GROUN SMALL TOOLS	5,000		-
50 - PUBLIC WORKS	5322	BUILDINGS & GROUN SMALL TOOLS	-	REPLACE CORDED TOOLS WITH BATTERY POWERED	-
50 - PUBLIC WORKS	5322	BUILDINGS & GROUN SMALL TOOLS	-	REPLACEMENT TRIMMERS, SAWS, AND BLOWERS	-
50 - PUBLIC WORKS	5322	FORESTRY SMALL TOOLS	20,000		-
50 - PUBLIC WORKS	5322	FORESTRY SMALL TOOLS	-	RESISTOGRAPH PURCHASE FOR CITY TREE ASSESSMENT	-
50 - PUBLIC WORKS	5331	STREET MAINTENANC STREET SUPPLIES	40,000		-
TOTAL PUBLIC WORKS			***2,411,783***		

ORDINANCE NO. xx-xxx

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADOPTING THE OPERATING AND CAPITAL PROJECTS BUDGET FOR THE FISCAL YEAR (FY) 2023-24; AND AMENDING THE OPERATING AND CAPITAL PROJECTS BUDGET FOR FISCAL YEAR 2022-23

FACTS

1. The City Council held a public hearing and first reading of an ordinance to adopt the FY 2023-24 Operating and Capital Projects Budget; and amend the FY 2022-23 Operating and Capital Projects Budget.

2. The City Manager is recommending adoption of the FY 2023-24 Budget to reflect the City Council's expressed goals for the fiscal year budget; and approve changes for the FY 2022-23 Operating and Capital Budget.

3. Pursuant to Charter Article 15, adoption of the annual budget and or amendment of the budget must be approved by ordinance.

4. A summary of the Ordinance, approved by the City Attorney, was published on _____.

5. 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.

6. 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 recitals are adopted as findings of the City Council as set forth fully within the body of this ordinance.

SECTION 2. The FY 2023-24 appropriated budgets for the General Fund are adopted as follows:

General Fund	Revenues	Expenditures
Revenues	$ 30,638,000	
Expenditures		
City Council		$ 485,998
City Manager		1,295,545
Economic Development		369,025
City Attorney		821,100
Finance		1,374,546
Information Services		975,429
Community Development		3,022,491
Police		8,359,887
Fire		4,403,000
Public Works		4,963,544
Library		1,159,335
Museum		337,400
Recreation		1,189,769
Debt Service		1,428,466
Capital Outlay		215,000
Capital Project Transfers		750,000
Other Transfers		314,000
Total General Fund	$30,638,000	$31,464,535

SECTION 3. The FY 2023-24 appropriated budget for the Enterprise Funds are adopted as follows:

Enterprise Funds	Revenues	Expenditures
Cemetery	$ 656,500	$ 681,989
Golf	731,500	670,598
Local Water Project	951,000	1,036,449
Sewer	3,836,000	4,502,614
Total Enterprise Funds	$ 6,175,000	$ 6,891,650

SECTION 4. The FY 2023-24 appropriated budget for the Internal Service Funds are adopted as follows:

Internal Service Funds	Revenues	Expenditures
Employee Benefits	$ 359,950	$ 359,600
Liability Insurance	722,500	689,945
Workers Compensation	730,000	730,522
Total Internal Service Funds	$ 1,812,450	$ 1,780,067

SECTION 5. The FY 2023-24 appropriated budget for the Permanent Funds are adopted as follows.

Permanent Funds	Revenues	Expenditures
Cemetery Endowment	$ 110,000	$ -
Library Endowment	10,000	-
Yount Trust	15,000	15,000
Total Permanent Funds	$ 135,000	$ 15,000

SECTION 6. The FY 2023-24 appropriated budget for the Capital Improvement Funds are adopted as follows**.**

Capital Improvement Fund	Revenues	Expenditures
General Fund CIP	$ 750,000	$ 750,000
Total Capital Improvement Funds	$ 750,000	$ 750,000

SECTION 7. The FY 2023-24 appropriated budgets for the Special Revenue Funds and are adopted as follows**.**

Special Revenue Funds	Revenues	Expenditures
American Rescue Plan Funds	$ 3,000	$ 81,325
ASBS Grant	-	-
Cal Home Reuse	2,000	24,000
Carillon	100	-
CDBG Grant	7,500	520,000
Chautaqua Hall	150	-
Coastal Conservancy Grant	1,200	-
Coronavirus Relief Fund	-	-
Downtown Business District	33,350	33,000
Environmental Enhancement	800	-
Fire Emergency Equipment	21,900	22,000
Gas Tax Fund	416,317	438,393
General Plan Maintenance Fee Fund	10,000	-
Hospitality Improvement District	489,400	488,000
Housing Fund	5,000	203,666
Library Building and Equipment	1,000	18,000
Lighthouse Fund	97,000	128,464
Library Book Donations	40,500	40,000
Local Streets and Roads	760,678	786,088
McIndoo Donation	500	-
Museum Improvement	3,000	-
Operating Grants	591,906	591,896
Poetry Promotion	35,620	14,700
Public Safety Augmentation	466,000	463,860
Regional Safety Trans. (RSTP)	750,000	750,000
RMRA	372,339	505,049
Senior Housing	100	-
Sewer Lateral Loans	10,000	-
Small Business Grant Fund	-	-
State Franchise PEG	52,500	81,000
Strong Fund Disbursements	41,000	-
Supplemental Law Enforcement	247,750	277,470
Vehicle Abandonment	13,200	-
Yount Income	16,000	-
Total Special Revenue Funds	$ 4,489,810	$ 5,466,911

SECTION 8. The FY 2023-24 appropriated budgets for the General Fund Sub-Funds are adopted as follows.

General Fund Sub-Funds	Revenues	Expenditures
Asset Seizure	$ 50	$ -
Civic Center Site	$ -	-
Drug Awareness (DARE)	$ 1,050	700
Hyperbaric Chamber	$ 10,200	22,400
Koo Estate Donation	$ -	-
Operating Donations	$ 1,250	-
Recreation Donation Fund	$ 8,300	-
Stillwell Children's Pool	$ 500	15,000
Vehicle Replacement	$ -	-
Total General Fund Sub-Funds	$ 21,350	$ 38,100

SECTION 9. The FY 2022-23 appropriated Budget is amended to reduce or increase the budgets in the funds listed below, as follows.

FY 22/23 Misc. Adjustments	Revenues	Expenditures
General Fund	$ 1,025,000	$ (55,647)
Hyperbaric Chamber	20,000	-
Local Streets and Roads - Measure X	-	23,513
RSTP	(750,000)	-
CDBG Grant Fund	-	(400,000)
General Fund CIP Fund	(652,723)	
Yount Trust Fund	2,500	
	(355,223)	(432,134)

SECTION 10. The Fiscal Year 2023-24 estimated revenues, expenditures, and ending fund balances are referenced herein:

	Est. FY 23/24 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 23/24 Ending
General Fund						
General Fund	$ 12,174,972	$ 30,638,000	$ -	$ 30,400,535	$ 1,064,000	$ 11,348,437
Asset Seizure	1,784	50	-	-	-	1,834
Civic Center Site	1,421	-	-	-	-	1,421
Drug Awareness (DARE)	622	1,050	-	700	-	972
Hyperbaric Chamber	20,401	10,200	-	22,400	-	8,201
Koo Estate Donation	-	-	-	-	-	-
Operating Donations	59,336	1,250	-	-		60,586
Recreation Donation Fund	26,412	8,300	-	-	-	34,712
Stillwell Children's Pool	37,083	500	-	15,000	-	22,583
Vehicle Replacement	-	-	-	-		-
General Fund Types	$ 12,322,031	$ 30,659,350	$ -	$ 30,438,635	$ 1,064,000	$ 11,478,746
Capital Improvement Fund						
General Fund CIP	$ 343,923	$ -	$ 750,000	$ 750,000	$ -	$ 343,923
Total Capital Improvement Fund	$ 343,923	$ -	$ 750,000	$ 750,000	$ -	$ 343,923

	Est. FY 23/24 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 23/24 Ending
Internal Service Funds						
Employee Benefits	$ 32,325	$ 359,950	$ -	$ 359,600	$ -	$ 32,675
Liability Insurance	3,093	722,500	-	689,945	-	35,648
Workers Compensation	24,458	730,000	-	730,522	-	23,936
Total Internal Service Funds	$ 59,876	$ 1,812,450	$ -	$ 1,780,067	$ -	$ 92,259
Enterprise Funds						
Cemetery	$ 790,326	$ 656,500	$ -	$ 681,989	$ -	$ 764,837
Golf	3,550,320	731,500	-	670,598	-	3,611,222
Local Water Project	1,198,484	951,000	-	1,036,449	-	1,113,035
Sewer	21,539,884	3,836,000	-	4,502,614	-	20,873,270
Total Enterprise Funds	$ 27,079,014	$ 6,175,000	$ -	$ 6,891,650	$ -	$ 26,362,364
Special Revenue Funds						
American Rescue Plan	$ 112,729	$ 3,000	$ -	$ 81,325	$ -	$ 34,404
ASBS Grant	23,629	-	-	-	-	23,629
Cal Home Reuse	173,631	2,000	-	24,000	-	151,631
Carillon	9,598	100	-	-	-	9,698
CDBG Grant	527,784	7,500	-	520,000	-	15,284
Chautaqua Hall	14,808	150	-	-	-	14,958
Coastal Conservancy Grant	82,521	1,200	-	-	-	83,721
Coronavirus Relief Fund	-	-	-	-	-	-
Downtown Business District	2,272	33,350	-	33,000	-	2,622
Environmental Enhancement	113,590	800	-	-	-	114,390
Fire Emergency Equipment	157,572	21,900	-	22,000	-	157,472
Gas Tax Fund	96,571	416,317	-	438,393	-	74,495
General Plan Maintenance Fee Fund	32,303	10,000	-	-	-	42,303
Hospitality Improvement District	1	489,400	-	488,000	-	1,401
Housing Fund	286,123	5,000	-	203,666	-	87,457
Library Building and Equipment	109,303	1,000	-	18,000	-	92,303
Lighthouse Fund	107,088	97,000	-	128,464	-	75,624
Library Book Donations	26,549	40,500	-	40,000	-	27,049
Local Streets and Roads	25,410	760,678	-	786,088	-	-
McIndoo Donation	19,673	500	-	-	-	20,173
Museum Improvement	205,052	3,000	-	-	-	208,052
Operating Grants	691	591,906	-	591,896	-	701
Poetry Promotion	117,955	35,620	-	14,700	-	138,875
Public Safety Augmentation	127,856	152,000	314,000	463,860	-	129,996
Regional Surface Trans. (RSTP)	-	750,000	-	750,000	-	-
RMRA	132,710	372,339	-	505,049	-	-
Senior Housing	10,311	100	-	-	-	10,411
Sewer Lateral Loans	209,977	10,000	-	-	-	219,977
Small Business Grant Fund	1,613	-	-	-	-	1,613
State Franchise PEG	97,343	52,500	-	81,000	-	68,843
Strong Fund Disbursements	3,849	41,000	-	-	-	44,849
Supplemental Law Enforcement	40,368	247,750	-	277,470	-	10,648
Vehicle Abandonment	25,154	13,200	-	-	-	38,354
Yount Income	246	1,000	15,000	-	-	16,246
Total Special Revenue Funds	$ 2,894,280	$ 4,160,810	$ 329,000	$ 5,466,911	$ -	$ 1,917,179
Permanent Funds						
Cemetery Endowment	$ 1,953,607	$ 110,000	$ -	$ -	$ -	$ 2,063,607
Library Endowment	523,028	10,000	-	-	-	533,028
Yount Trust	790,564	15,000	-	-	15,000	790,564
Total Permanent Funds	$ 3,267,199	$ 135,000	$ -	$ -	$ 15,000	$ 3,387,199

The Fiscal Year 23/24 estimated ending "available" fund balance for the Enterprise Funds are as follows: Cemetery at $694,603, Golf Course at $583,685, Local Water Project at ($59,642), and Sewer at $5,578,542.

SECTION 11. The Fiscal Year 2022-23 estimated revenues, expenditures, and ending fund balances are adjusted for this amendment are referenced herein:

Fund Title	FY 22/23 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 22/23 Ending
General Fund	$12,010,279	$ 31,478,000	$ 800,000	$ 30,576,120	$ 1,537,187	$ 12,174,972
Hyperbaric Chamber	12,146	30,600	-	22,345	-	$ 20,401
Local Streets and Roads	955,564	774,992	-	1,705,146	-	25,410
Regional Surface Trans. (RSTP)	-	332,430	-	332,430	-	-
CDBG Grant	485,784	112,000	-	70,000	-	527,784
General Fund CIP	$ (21,194)	$ 1,647,510	$ 588,000	$ 1,870,393	$ -	$ 343,923
Yount Trust	790,564	7,500	-	-	7,500	790,564

SECTION 12. 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 21st day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____

BILL PEAKE, Mayor

ATTEST:

_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____

BRIAN PIERIK, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Katie Clark, Recreation Manager

MEETING DATE: June 07, 2023

SUBJECT: Pints on the Peninsula Special Event ***This item was continued from Council's May 17, 2023 meeting.***

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

RECOMMENDATION

1. Approve Pints on the Peninsula as a Full Cost Recovery Special Event for inclusion in the FY 2023-2024 Special Events Calendar.
2. Allow alcohol to be served in the confines of the fenced special event area attached to California Seltzer Company store front location of 631 Ocean Ave per Municipal Code Section 11.04.020, Consumption in Public Spaces.
3. Alternatively, discuss and take other action related to this item.

DISCUSSION

On February 15, 2023, City Council approved the FY 2023-2024 Special Event Calendar. On March 15, 2023, City Council approved an updated version of the FY 2023-2024 Special Event Calendar that included 1 additional event. On March 24, 2023, City staff received 1 additional special event application for Pints on the Peninsula from the California Seltzer Company. The application was reviewed by City staff for feasibility, safety and cost. On April 27, 2023, the application was presented to the Recreation Board for review. The Recreation Board recommends this event for inclusion in the FY 2022-2023 Special Event Calendar as a Full Cost Recovery Event. On May 1, 2023, the event organizers contacted City Staff and requested to change the date of the event from October 7, 2023 to September 30, 2023. The date change was requested after careful consideration of community requests.

Special Event Policy 900-1 was updated at the July 27, 2022 City Council meeting to include instructions for late or "off cycle" applications. Off cycle applications refer to any application received after the November 30 submission deadline. The policy specifies that off cycle applications must be received 150 days prior to event, cannot conflict with other special events, and will not be recommended as "City Sponsored" events. The application was received with more than 150 days remaining before the event. The newly proposed event date does not conflict or over overlap with any approved special events listed on the FY 2023-2024 Special Event Calendar.

Event information: The Pints on the Peninsula is sponsored by the California Seltzer Company and will take place on October 7, 2023 from 1:00 pm to 5:00pm. The event will take place at the California

Seltzer Company building located at 631 Ocean View Blvd and extend out to include Ocean View Blvd between Mermaid Ave and the driveway entrance to Borg's Motel and the triangle parking area next to Lover's Point Park. This will be a grand tasting event with art, music, 75 brews to sample and will include a VIP wine sampling tent. This event will be limited to those who are 21 years of age or older. There will be 30-40 vendors at the event and the anticipated attendance is 2,000-3,000 people. Tickets will be sold prior to the event and at the gate.

To meet Pacific Grove Municipal Code 11.04.020, event fencing will extend from both sides of the California Seltzer Company building and enclose the entire event footprint including the parking lot, Ocean Blvd, and triangle parking area. The express permission from City Council for the consumption of alcohol in a public space is also required.

The following safety and crowd control measures will be in place for this event. There will be 1 entry point where ID and bags will be checked and color coded wrist bands will be given to participants. There will be 3 exit points with no return allowed once a participant has left the event. The entry and exit points will be staffed with private security guards. 15 private security guards, 2 of the security guards are EMS certified, first aid table, and event fencing as previously mentioned. Clear bags and bag checks will be required for entry as well. Water barrels will be delivered by Public Works and placed at both ends of the event. Ocean View Blvd between Mermaid Ave and the intersection of Ocean View Blvd & 17th Street & Jewell Ave will be closed to through traffic. Ocean View Blvd from the driveway to Borgs Motel to the intersection of Ocean View Blvd & Sea Palm will also be closed to through traffic. The Police Department will provide 6 officers for the duration of the event and have 2 squad vehicles available. And the Fire Department will conduct safety inspections of all tented vendors.

OPTIONS

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

FINANCIAL IMPACT:

This event will require the following City staffing and resources. 6 Police Officers and 2 Police Vehicles will be required for 6 hours and will cost an estimated $9,563.28. 2 Public Works staff, 2 trucks, and general equipment will be needed to place no parking signs, barricades, water barrels, close and open Ocean Blvd, and attend to any complications that arise during the event. Public Works staffing will cost an estimated $1, 529.93. Public Works equipment usage will cost an estimated $627.64. Remaining fees for sound permit and application will be $885.00. The total estimated cost for this event will be $12,605.85. There is an additional $500.00 refundable sound permit deposit that is not included in this amount. City staff is recommending this event to be a Full Cost Recovery Special Event. If approved, all fees will be the responsibility of the event organizers.

FOCUSED PRIORITY AREA: Recreation Services

Attachments

Special Events Calendar
Special Events Cost Estimator
900-1 Special Events Policy
12C Public Comment
12C Public Comment
Staff PPT

City of Pacific Grove
2023-2024 Special Events Calendar

#	Event	Organization	Day	Date	Time	Location
1	4th of July Celebration	Chamber of Commerce	Tuesday	July 4, 2023	11:00 AM	Jewell Park
2	Music in the Park #1	Chamber of Commerce	Thursday	July 27, 2023	5:30 PM	Jewell Park
3	Pet Parade	Youth Ambassadors	Friday	July 28, 2023	2:00 PM	Downtown (Lighthouse Ave)
4	Pacific Grove Summer Lights Dance	Youth Ambassadors	Friday	July 28, 2023	6:00 PM	Chautauqua Hall
5	Pacific Grove Summer Lights	Youth Ambassadors	Saturday	July 29, 2023	11:00 AM	Lovers Point Park & Pier
6	National Night Out	City of Pacific Grove	Tuesday	August 1, 2023	5:00 PM	Caledonia Park
7	Hiroshima-Nagasaki Remembrance Day	Women's International League	Saturday	August 5, 2023	7:00 PM	Lovers Point Beach & Pier
8	Celebration of Our Lady of Fatima	Lady of Fatima Society	Sunday	August 13, 2023	Varies	Downtown (Lighthouse Ave)
9	Classic Motorsports Kick-Off	Classic Motorsports	Tuesday	August 15, 2023	2:00 PM	Downtown (Lighthouse Ave)
10	Little Car Show	Marina Motorsports	Wednesday	August 16, 2023	10:00 AM	Downtown (Lighthouse Ave)
11	Legends of the Autobahn	BMW Car Club	Thursday	August 17, 2023	9:00 AM	Pacific Grove Golf Links
12	PG Concours Auto Rally	PG Rotary Club	Friday	August 18, 2022	12:00 PM	Downtown| Chautauqua Hall
13	Music in the Park #2	Chamber of Commerce	Friday	August 25, 2023	5:30 PM	Jewell Park
14	AIM for Awareness Walk & Rally	AIM Youth Mental Health	Sunday	September 10, 2023	1:00 PM	Lovers Point Park
15	Walk With Pride	PG Pride	Saturday	September 16, 2023	9:00 AM	Recreation Trail
16	Music in the Park #3	Chamber of Commerce	Friday	September 29, 2023	5:30 PM	Jewell Park
17	Pints on the Peninsula	California Seltzer Company	Saturday	September 30, 2023	1:00 PM	Ocean View Blvd
18	Butterfly Parade	PG Unified School District	Saturday	October 7, 2023	10:30 AM	Downtown (Lighthouse Ave)
19	Butterfly Days	PG Heritage Society	Sat / Sun	October 7-8, 2023	Varies	Downtown |Chautauqua Hall
20	Music in the Park #4	Chamber of Commerce	Friday	October 27, 2023	5:30 PM	Jewell Park
21	Veterans Day Ceremony	City of Pacific Grove	Friday	November 11, 2023	TBD	TBD
22	BSIM 3K/5K & Mty Bay Half Marathon	Big Sur International	Sat / Sun	November 11-12, 2023	Varies	Lovers Point | Ocean View
23	Holiday Tree Lighting Ceremony	City of Pacific Grove	Monday	November 27, 2023	6:00 PM	Jewell Park
24	Holiday Parade of Lights	Chamber of Commerce	Friday	December 1, 2023	6:00 PM	Downtown (Lighthouse Ave)
25	Stillwell's Holiday in the Park	Chamber of Commerce	Saturday	December 2, 2023	11:00 AM	Caledonia Park | Chautauqua Hall
26	Rudolph Run 1K & 5K Walk/Run	Arthritis Research Coalition	Saturday	December 9, 2023	7:30 AM	Lovers Point | Ocean View Blvd
27	Quilt Show	Monterey Peninsula Quilters	Fri -Sun	May 5-7, 2024	Varies	Chautauqua Hall
28	Good Old Days	Chamber of Commerce	Fri-Sun	May 5-7, 2024	Varies	Downtown | Jewell Park
29	Walk of Remembrance	Museum of Natural History	Saturday	May 11, 2024	1:00 PM	Central Ave | Rec Trail
City Sponsored - 22		Full Cost Recovery (F. C. R.) - 7				

2023-2024 Special Events Budget Estimate

	Event Name	Staff Costs								Total Staff Costs	Other Fees	Usage Fees	Unsubsidized
		Public Works		Police		Fire		Recreation			All other fees	Facility/Parks	Without City Sponsorship
		Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs				
1	4th of July Celebration	8	$ 815.96							$ 815.96	$ 541.00	$ 1,432.00	$ 2,788.96
2	Music in the Park #1	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
3	Pet Parade	20	$ 1,826.00							$ 1,826.00	$ 219.00	$ 156.00	$ 2,201.00
4	Pacific Grove Summer Lights Dance	6	$ 547.80							$ 547.80	$ 350.00	$ 2,568.00	$ 3,465.80
5	Pacific Grove Summer Lights	30	$ 2,952.90	50	$ 12,199.00					$ 15,151.90	$ 1,160.00	$ 3,640.00	$ 19,951.90
6	National Night Out	4	$ 365.20							$ 365.20	$ -	$ -	$ 365.20
7	Hiroshima-Nagasaki Remembrance Day									$ -	$ 304.00	$ -	$ 304.00
8	Celebration of Our Lady of Fatima	4	$ 365.20							$ 365.20	$ 395.00	$ -	$ 760.20
9	Classic Motorsports Kick-Off	18	$ 1,771.74	10	$ 2,439.80					$ 4,211.54	$ 672.00	$ -	$ 4,883.54
10	Little Car Show	18	$ 1,771.74	22	$ 3,903.68					$ 5,675.42	$ 672.00	$ -	$ 6,347.42
11	Legends of the Autobahn	8	$ 730.40	28	$ 6,831.44					$ 7,561.84	$ 1,344.00	$ -	$ 8,905.84
12	PG Concours Auto Rally	18	$ 1,771.74	28	$ 6,831.44					$ 8,603.18	$ 672.00	$ -	$ 9,275.18
13	Music in the Park #2	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
14	AIM for Awareness Walk & Rally									$ -	$ 304.00	$ 1,638.00	$ 1,942.00
15	Walk With Pride									$ -	$ 304.00	$ 1,820.00	$ 2,124.00
16	Music in the Park #3	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
17	Pints on the Peninsula	15	$ 1,529.93	36	$ 9,563.28					$ 11,093.21	$ 1,512.64	$ -	$ 12,605.85
18	Butterfly Parade	50	$ 4,565.00	21	$ 5,123.58					$ 9,688.58	$ 1,059.00	$ -	$ 10,747.58
19	Butterfly Days	11	$ 1,004.30							$ 1,004.30	$ 1,177.00	$ 9,454.00	$ 11,635.30
20	Music in the Park #4	10	$ 1,019.50	6	$ 1,463.88					$ 2,483.38	$ 245.00	$ 2,148.00	$ 4,876.38
21	Veterans Day Ceremony	8	$ 730.40							$ 730.40			$ 730.40
22	BSIM 3K/5K & Mty Bay Half Marathon	30	$ 2,952.90	80	$ 19,518.40					$ 22,471.30	$ 4,540.00	$ 4,368.00	$ 31,379.30
23	Holiday Tree Lighting Ceremony	6	$ 611.97							$ 611.97			$ 611.97
24	Holiday Parade of Lights	60	$ 5,691.90	10	$ 2,439.80					$ 8,131.70	$ 1,059.00	$ -	$ 9,190.70
25	Stillwell's Holiday in the Park	6	$ 611.97							$ 611.97	$ 654.00	$ 468.00	$ 1,733.97
26	Rudolph Run 1K & 5K Walk/Run	30	$ 2,952.90	15	$ 3,659.70					$ 6,612.60	$ 1,016.00	$ 2,912.00	$ 10,540.60
27	Quilt Show	8	$ 730.40							$ 730.40	$ 350.00	$ 7,704.00	$ 8,784.40
28	Good Old Days	100	$ 23,894.50	64	$ 15,614.72					$ 39,509.22	$ 3,590.00	$ 4,833.00	$ 47,932.22
29	Walk of Remembrance	3	$ 338.07	6	$ 1,463.88					$ 1,801.95	$ 428.00	$ 728.00	$ 2,957.95
									Totals	$ 158,055.16	$ 23,302.64	$ 50,313.00	

City Sponsored = 22 Events
Full Cost Recovery (F. C. R.) = 7 Events

Total Staffing Costs*	$ (158,055.16)
Full Cost Recovery Staffing*	$ 52,315.69
Full Cost Recovery Fees	$ 18,701.64
Total Net Loss**	$ (87,037.83)

*All estimates are based on projected hours & resources submitted in application by event organizers.
*Employee costs are based on Fully Burdened Rates for employees.
**Model reflects amount to be subsidized by the City with approval of proposed City Sponsored Events

CITY OF PACIFIC GROVE
CITY COUNCIL POLICY

SUBJECT	POLICY NO.	EFFECTIVE DATE	PAGE NO.
Special Events	900-1	February 16, 2011	1 of 3

PURPOSE

The intent of this policy is to provide guidance for the conduct of special events in the City and ensure an appropriate balance between the number and scope of special events with the ability of City neighborhoods and facilities to adequately handle such events.

POLICY

I. General

The City shall have the discretion to limit the number of special events in any fiscal year.

All special events will be limited to those activities that benefit Pacific Grove residents or businesses.

Most special events are either one-time or annual. Certain special events, such as the Farmers' Market, are periodic and ongoing.

The Council reserves the right to take actions creating exceptions to this policy in the event of special circumstances.

Americans with Disabilities Act (ADA) Requirements

The ADA requires the City of Pacific Grove and public accommodations to provide equitable access for people with disabilities. Event organizers are expected follow ADA guidelines and provide and maintain access for people with disabilities. This may include providing a clear path of travel to and on sidewalks, curb cuts and restrooms; maintaining already-designated parking for people with disabilities, providing additional parking for people with disabilities if parking is provided; and providing accessible restrooms.

Non-Discrimination Policy

The City of Pacific Grove (City) requires that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) or due to breastfeeding in a public place, gender identity, marital status, political ideology, religion, sexual orientation, or military status or veteran status. The City of Pacific Grove also includes immigration status, ethnic background and Neurodivergent people, in its non-discrimination policy. The City further assures every effort will be made to ensure nondiscrimination and inclusivity in all of its programs and activities, whether those programs and activities are federally funded or not. Permitted special events must comply with the City's nondiscrimination policy and all applicable City, state and federal laws, rules and regulations.

*Neurodivergent or ND refers to variations in the human brain and cognition, for instance in sociability, learning, attention, mood and other mental functions.

II. Types of Special Events

The City will create an annual calendar of special events. Events included in the annual calendar shall have first priority for the scheduled locations and times. Requests for inclusion in the annual calendar shall be submitted to the City by November 30th for any event to be held during the following fiscal year.

Such events will not be approved if they conflict with already approved events. Events requiring City Council approval are those that:

- Require City sponsorship or other City support;
- Preclude others from using an entire outdoor public facility (e.g., Caledonia Park);
- Are likely to have a significant impact on substantial numbers of residents or businesses (e.g., closure of multiple or high-traffic streets for a significant amount of time, as determined by the City Manager); or
- Have other characteristics that warrant public consideration by the Council.

More limited events may be approved by staff. A neighborhood event, requiring closure only of a neighborhood street, for example, would not require Council approval. In these cases, those persons incurring the costs of the street closure are the same persons benefiting from the event.

III. Information Required

Each application for special events shall contain the following information:

A. A description of the proposed event.
B. A statement of the purpose of the event and its benefits to the City including actions of inclusivity that are reflective of the diverse community which we aim to be.
C. The name of the sponsoring organization.
D. The date, location, and time (to include preparation and clean up) of the event. In the case of a race or parade, a map of the proposed route shall be submitted.
E. An estimate of the number of participants and/or spectators.
F. A description of City facilities, support, and personnel required.
G. A list of personnel to be provided by the sponsor.
H. A description of parking arrangements for the event.
I. If electronic sound amplification equipment will be used, an application for the necessary permit shall be made as required by Chapter 11.94 of the Pacific Grove Municipal Code.
J. A description of the proposed refuse management and recycling program for plastics, glass, paper, and aluminum during the event.
K. A listing of accommodations provided by the sponsor pursuant to the Americans with Disabilities Act.
L. A listing of fees proposed to be charged, commercial sales, commercial filming, and the service or sale of food and/or alcohol.

III. Conditions of Permit

Once the Council approves an application, the sponsoring organization shall comply with the following conditions:

A. At least 30 days prior to the event, furnish the City with a certificate of insurance in an amount not less than $2 million naming the City of Pacific Grove as an additional insured. Such insurance shall be primary to any City insurance, and the City must have at least ten days' notice of cancellation.

B. The sponsoring organization shall reimburse the City for all direct and incidental expenses for the use of the City personnel and facilities. The sponsor has the option of using volunteers or other non-City personnel for some functions (e.g., placing barricades, emptying public trash cans, etc.) Other functions (e.g., Police security) require City personnel. The City has the absolute discretion to determine the number of personnel who will be provided for a particular event.

C. The sponsor is responsible for all sign removal, litter control, clean-up activities, and for providing necessary containers and personnel for recycling activities, as determined by the City.

D. The sponsor shall provide portable restroom facilities if deemed necessary by the City and in compliance with the ADA.

E. The sponsor shall be advised that the sponsor is responsible for determining what, if any, accommodations are required of sponsor pursuant to the American with Disabilities Act.

F. An approved Special Event Application is required for all groups and shall be in the possession of the sponsor or representative at the event.

G. The City will review applications and additional approvals may be deemed necessary.

H. If amplification is to be used a deposit of $500 will need to be paid along with the application fee. If it is determined that amplification exceeds allowable levels or has locations have not been preapproved by City Staff then the deposit may not be returned.

The City of Pacific Grove reserves the right to revoke permissions for an event at any time.

IV. Event Classifications

The Council established the following classification of events to be used in determining the events scheduled for each calendar year: Special Events and City Sponsored Events.

Special Events: These are Special Events that require exclusive use of City property and require support from Police, Fire and / or Public Works. Special Events will be deemed full cost recovery

City Sponsored Events: These events include traditional events that are primarily hosted by the Chamber of Commerce, the School District, or the City and shall receive full City Support. These events will be noted annually on the Special Events Calendar for approval by the City Council.

V. Review, Approval, and Scheduling of Events

All activities approved are authorized for the subsequent year only and, continued Council approval should not be assumed. Activities may be discontinued if they become too large or if they create problems that would substantially disrupt the peace and quiet of a neighborhood.

Should the City receive requests for more activities than may be accommodated, the City will establish an appropriate random drawing type of system or other suitable method for determining those activities to be approved.

Completed special event applications received by November 30 will be given priority for the upcoming fiscal year July 1 – June 30. Key dates for review and approval are:

- November – Recreation Department receives completed applications
- December – Staff prepares recommendation
- January – Recreation Board prepares recommendation
- February – Council approves events, calendar, and city sponsorship
- March – Staff publishes Special Events calendar

Completed special event applications received after November 30 (off-cycle) shall be considered if:

1. Not in conflict with approved special events or issued park/facility permit
2. Received a minimum 150 days in advance of the event
3. Off-cycle events brought forward for review will not be recommended as "City
4. Sponsored" special events.

Off-cycle applications will undergo the same review and approval process as for applications received by November 30.

Adopted: July 20, 2022 by Minute Order.
Adopted: July 6, 2022 by Minute Order
Adopted: April 16, 1986-Resolution No. 5705
Amended: January 7, 1987-Resolution No. 5787
Amended: February 5, 1992-Resolution No. 6238
Amended: March 3, 1993-Resolution No. 6331
Amended: November 15, 1995-Resolution No. 6489
Amended: November 5, 1997-Resolution No. 7-057
Amended: June 2, 2010-Resolution No. 10-044
Amended: February 16, 2011-Resolution No. 11-012
Amended: October 17, 2018 – Resolution 18-037

AGENDA #12C PINTS ON THE PENINSULA P.G. CITY COUNCIL MTG. 5/17/23

Inge Lorentzen Daumer <ilwd50@gmail.com>

Mon 5/15/2023 4:55 PM

To: **City Council Members <citycouncil@cityofpacificgrove.org>**

Cc: **Planning Commission <planningcommission@cityofpacificgrove.org>;**Pierik, Brian A. <bpierik@bwslaw.com>;**DEI Task Force <dei@cityofpacificgrove.org>**

[**NOTICE:** This message originated outside of the City of Pacific Grove email system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Dear Mayor and Council members,

There are several omissions in this Agenda Report:
Copy of the Application, with all pertinent (and Accurate "date" information)
Maps showing area of street closures proposed, and Full Times of Closures (set-up/tear-down)
Maps showing Parking Plan, including closures.
Cost of ticket for admission. (Benefits CA Seltzer Co., not City)
ADA Parking and Accessibility.
Cost Breakdown of Other Fees and...
Cost of Facility Fees (Closure of Major Coastal Access Right-of-Way and Public Parking access)
CDP APPLICATION (when would the Planning Commission have a Hearing, as this is clearly not an Exemption) and is Not included in the last CDP Planning Commission just approved for Special Events last Thursday 5/11/2023.

This is from City of Pacific Grove Council Policy 900-1 Special Events:

B. A statement of the purpose of the event and its benefits to the City including actions of inclusivity that are reflective of the diverse community which we aim to be.

(I fail to see how a 21 yrs. of age, $65.per ticket, unlimited alcohol consumption in a 4 hour period, served in a fenced off Coastal Public Right of Way, limiting Public Access to Public ingress and egress and parking, can even remotely be considered "inclusive". This would also restrict OVB Residents access, as well as other Tourists)

D.The date, location, and time (to include preparation and clean up) of the event. In the case of a race or parade, a map of the proposed route shall be submitted.
H. A description of parking arrangements for the event.
I. If electronic sound amplification equipment will be used, an application for the necessary permit shall be made as required by Chapter 11.94 of the Pacific Grove Municipal Code.
J. A description of the proposed refuse management and recycling program for plastics, glass, paper, and aluminum during the event.
K. A listing of accommodations provided by the sponsor pursuant to the Americans with Disabilities Act.
L. A listing of fees proposed to be charged, commercial sales, commercial filming, and the service or sale of food and/or alcohol.

I urge Council not to set a precedent by allowing this late, incomplete application "Special Event", with discriminatory participation and closure of our Coastal Public Access for the benefit of One business. The owner previously held her Beer/Wine Events at a (Central Valley) Fairgrounds, which is an appropriate venue.

Thank you for your consideration,
Inge Lorentzen Daumer

Virus-free.www.avg.com

Pints on the Peninsula Special Event, Agenda item 12C

Lisa Ciani <lisa.ciani@gmail.com>

Wed 5/17/2023 2:30 PM

To: **City Council Members <citycouncil@cityofpacificgrove.org>;**Pierik, Brian A. <bpierik@bwslaw.com>;Rubens, Gregory J. <grubens@bwslaw.com>

Cc: **Planning Commission <planningcommission@cityofpacificgrove.org>**

[**NOTICE:** This message originated outside of the City of Pacific Grove email system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Dear Mayor Peake and Council Members,

The agenda report for this project does not mention that it's in the Coastal Zone and requires Coastal Development Permit review by Planning Commission before City Council reviews it.

At last week's Planning Commission meeting, FY 23/24 Coastal Zone Special Events previously approved by Council were reviewed for a Coastal Development permit after the fact, due to staff's inexperience and failure to comply with Pacific Grove's LCP. So, staff had to backtrack to correct the situation as instructed by Coastal Commission staff. Planning Commission was informed of the Pints on the Peninsula Event that was not yet on their agenda.

Dan Gho told Planning Commissioners that the logical timing for CDP review by Planning Commission going forward would be between Rec Board approval and Council approval (minute markers 48:28-49:07 on the May 11th PC video). And yet this new event in the Coastal Zone has been placed on tonight's Council agenda even though it has not been reviewed by Planning Commission for a CDP. As I've stated, there is no mention in tonight's agenda report of the new, late application event being in the Coastal Zone and requiring CDP review. And the required CDP Determination was not filed with the Coastal Commission. (I'm on CDD's notification list for CDP Determinations, and I have not received one for this event.)

This special event is a for-profit event that will close down Ocean View Blvd from Jewell & 17th to Sea Palm & OVB, for exclusive use of people paying $65 to drink alcoholic beverages while fencing out the rest of the public—on a Saturday afternoon during Pacific Grove's "summer" (September 30). There are many reasons why this event should not be approved in addition to its being inconsistent with CDP process. Please deny this event.

Sincerely,
Lisa Ciani

Proposed Modification for

FY 2023-2024

Special Events Calendar

City Council
City of Pacific Grove

Special Events Review

- **March 15, 2023 - City Council approved FY 23-24 Special Events Calendar**
- **March 24, 2023 - City Staff received 1 additional application**
- **Pints on the Peninsula submitted by the California Seltzer Company**
- **Application was reviewed for feasibility, safety & cost**
- **April 27, 2023 – Application presented to Recreation Board**
- **Recreation Board recommended this event for inclusion in the FY 23-24 Special Events Calendar as a Full Cost Recovery Event**

Special Events Policy

City Council Policy 900-1 (modified July 2022)

- **Policy includes instructions for late or "off-cycle" applications**
- **Off-cycle applications = received after November the 30th deadline**
- **Off cycle applications must be received 150 days prior to event, cannot conflict with existing events, and will not be recommended as City Sponsored**

Special Events Policy

City Council Policy 900-1 (continued)

- **Application was received more than 150 days prior to event date**
- **Event organizers contacted City Staff after the April 27th Recreation Board Meeting to request date change from October 7, 2023 to September 30, 2023 in response to community concerns**
- **Updated proposed event date does not conflict with or overlap with any special events on listed on the current FY 23-24 Special Events Calendar**
- **City Staff recommends this event be a Full Cost Recovery Event**

Special Event Application

Pints on the Peninsula

- **California Seltzer Company**
- **September 30, 2023 from 1:00-5:00 pm**
- **California Seltzer Company & parking lot located at 631 Ocean Ave**
- **Includes Ocean View Blvd from Mermaid Ave to the driveway of Borg's Motel, & the triangle parking area next to Lover's Point Park**
- **Grand tasting event - art, music, 75 brews, VIP wine tasting (30-40 vendors)**
- **Limited to 21 & older, tickets sold prior to the event & at the gate**
- **Anticipated attendance 2,000-3,000 (max limit held at 3,000)**

Special Event Application

Pints on the Peninsula (continued)

Pacific Grove Municipal Code 11.04.020

- **Event fencing will extend from both sides of the California Seltzer Company building and enclose the entire footprint of the event**
- **Includes parking lot, triangle parking lot area & street**
- **Express permission from City Council for the consumption of alcohol in a public space is required**

Special Event Application

Pints on the Peninsula (safety measures)

Safety measures in place for event:

- **Event fencing**
- **1 entry point/3 exits (no return entry allowed)**
- **IDs checked, color coded wristbands provided**
- **Bags checked & clear bag requirement**
- **15 private security guards at entrance/exits and in event area**
- **First aid table, 2 security guards are EMS certified**

Special Event Application

Pints on the Peninsula (safety measures continued)

- **Water barrels placed at either end of the event**
- **6 Police Officers, 2 Police Vehicles assigned for duration of event**
- **Fire Department will conduct inspection of tents**

Special Event Application



Special Event Application

Pints on the Peninsula (fiscal impact)

- **6 Police Officers & 2 Police Vehicles for 6 hours each = $9,563.28**
- **2 Public Works Staff for 7.5 hour each = $1,529.93**
- **Public Works equipment usage = $627.64**
- **Remaining fees for sound permit and application fees = $885.00**
- **TOTAL ESTIMATED COST = $ 12,605.85***
- ***Does not include refundable $500.00 sound deposit**
- ***Subject to change is additional City Staff hours and/or services are required for the event**

Recommendations

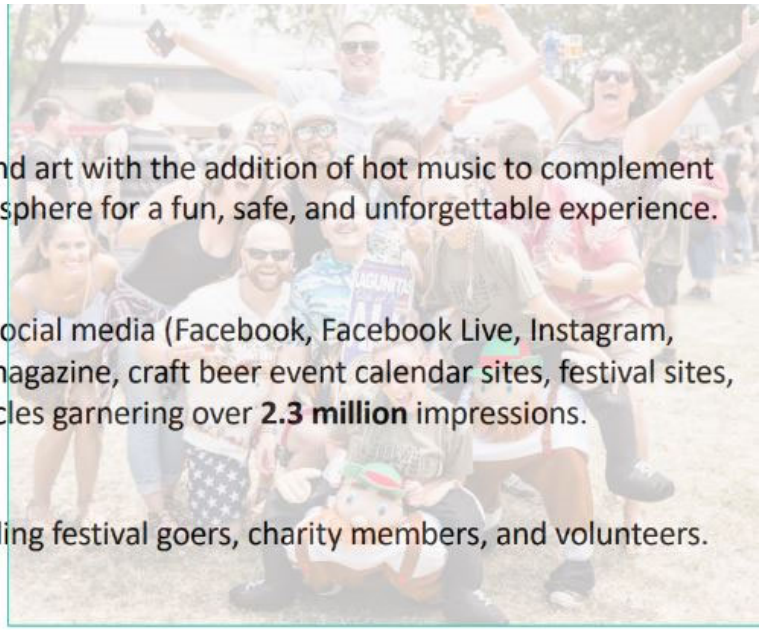
1. **Approve Pints on the Peninsula as a Full Cost Recovery Special Event for inclusion in the FY 2023-2024 Special Events Calendar**

2. **Allow alcohol to be served in the confines of the fenced special event area attached to California Seltzer Company store front location of 631 Ocean Ave per Municipal Code Section 11.04.020, Consumption in Public Spaces**

3. **Alternatively, discuss and take other action related to this item**

If approved staff will then begin discussions regarding a Coastal Development permit with our Community Development Department

2022 Central Valley Brewfest: Recap



Event Description

The 2022 Central Valley Brewfest was an amazing experience in taste and art with the addition of hot music to complement the cool brews. Location is key to providing attendees the perfect atmosphere for a fun, safe, and unforgettable experience.

2022 Number of Impressions

Estimated impressions including but not limited to: radio promotions, social media (Facebook, Facebook Live, Instagram, Twitter), posters, flyers, event website, magazines, craft beer focused magazine, craft beer event calendar sites, festival sites, online magazines, online/print newspaper articles, and newspaper articles garnering over **2.3 million** impressions.

2022 Event and Attendee Statistics

Number of Attendees: An estimated 3,000 total event attendees including festival goers, charity members, and volunteers.

Demographics**

- Attendee Age Range: 27 – 62 years
- Male: 54%
- Female: 46%
- 89% daily social media users
  - Average yearly income $49,000 (plus)
  - Longest distance traveled by festival attendee is 2,653 miles

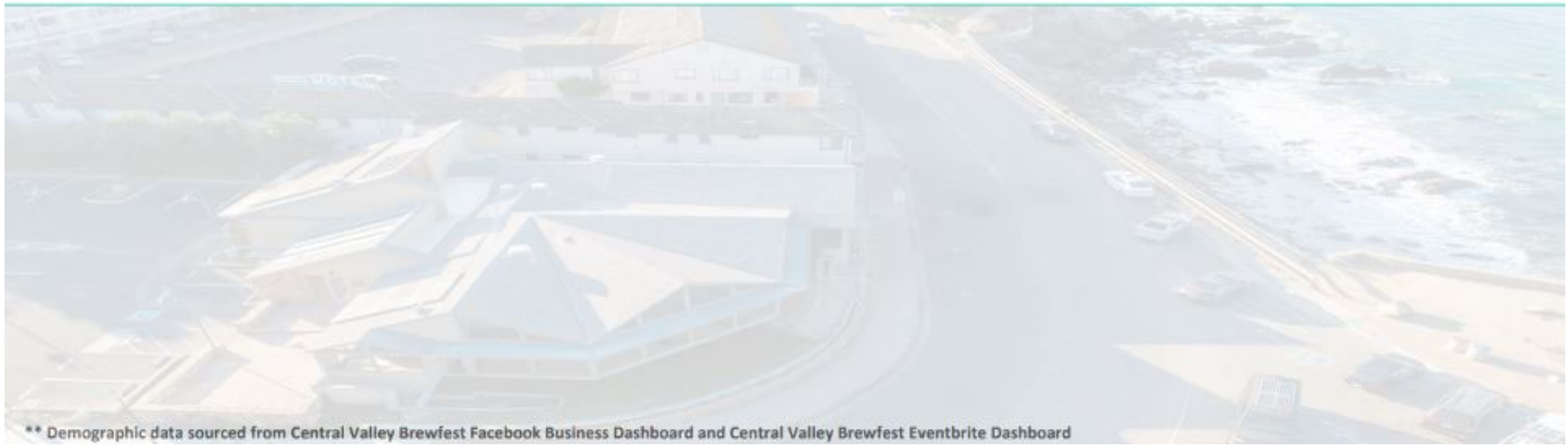
** Demographic data sourced from Central Valley Brewfest Facebook Business Dashboard and Central Valley Brewfest Eventbrite Dashboard

CV Brewfest Event Photos



2023 Pints on the Peninsula Projected Stats

- **Number of Attendees:** 3,000 attendees
- **Number of Out of Town Vendors:** 40 plus (2-3 staff members per out of town vendor booth)
- **Number of Potential Hotel Rooms:** 20 (+)
- **Direct Economic Impact to Pacific Grove:**
  - Based on $70/person/day visitor: $210,000



Questions?

City Council
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: Joyce Halabi, Deputy Public Works Director

MEETING DATE: June 07, 2023

SUBJECT: Lover's Point Pier Repair Project ***This item was continued from Council's May 17, 2023 meeting.***

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

RECOMMENDATION

1. Receive Report
2. Provide staff with direction on pursuing the interim repair design solution
3. Alternatively, discuss and take other action related to this item

DISCUSSION

Background

In January 2021, during winter storms the seaward tip of the Lovers Point Pier was damaged by wave runup and wave impact forces. A geotechnical and coastal engineering firm was consulted to provide repair recommendations. It was determined that because minimal information on the existing pier structure was available, additional exploration was needed prior to developing repair recommendations. The tip of the pier was closed to ensure safety and will remain closed until repairs can be made.

As part of the FY21/22 Capital Improvement Program (CIP), $100,000 was budgeted for the Lovers Point Pier Project. The intent of the project is to obtain information on the pier's construction and current condition through exploratory investigation and provide an analysis of possible repair options.

In December 2021, the City Council authorized an agreement with GHD in an amount not to exceed $99,852. The scope of services for this agreement included:

- Performing a pier investigation
- Developing a Conditions Assessment Report
- Develop an Interim Repair Design and a corresponding plan set, and
- Providing permit and grant support

Condition Assessment

Following execution of the agreement, GHD and their subconsultants Haro Kasunich and Associates (HKA) began the pier assessment and investigation. The pier investigation began with a review of historical documentation and assessment of the damage caused during the storms. The internal

structures of the pier were assessed by boreholes and core samplings, which allowed for review of the composition and strength of the pier structure. A wave runup analysis, riprap revetement size analysis and visual inspections were also performed. Additional details and information on these data inputs can be found in the Pier Condition Assessment, included as Attachment 1.

Assessment Takeaways
The pier is primarily a gravity structure that is not column supported or reliant on the strength of concrete beams. The gravity structure is comprised of interbedded layers of concrete, a matrix of concrete bonded to rip rap and rip rap rock. There are voids and joints within and between the interbedded layers due to the improvements made over the years to the 100+ year old structure. Some of the concrete is weak, other segments are strong.

The 1980s renovation, which reinforced concrete walls and slabs on the upper and lower decks, encased the weaker concrete and rip rap matrix that makes up a good chunk of the structure. These reinforced concrete walls and slabs provide a protective layer for the weaker legacy material. The reinforced concrete improvements included iron and carbon rebar which has corroded and expanded over time resulting in severe cracking and spalling of the concrete further exposing the rebar. The rebar supporting the concrete walls severely corroded at the east end of the upper deck and a panel of concrete dislodged and feel into the ocean during the large wave events.

Ultimately, the assessment reveals that the pier has performed as expected based on its construction. Although the gravity structure is not in danger of a catastrophic failure at this time, as the reinforced concrete walls continue to fail, exposing more of the vulnerable core of the gravity structure, the rate of deterioration will accelerate. If nothing is done to reinforce and stabilize the core of the structure, the damage will get worse in the coming decade.

The 100+-year-old pier structure has had a big influence on beach creation at Lovers Point, if the pier and rock jetty were to cease to exist, the sediment flow and accumulation patterns in the vicinity of the pier would be altered to the detriment of public access and recreational beach usage.

Ultimately, the report recommends implementation of the near-term repair solution (“interim repair”) as soon as possible.

Interim Repair Solution
As an element of the scope of work, GHD prepared an interim repair option and a set of plans. The interim repair solution will address the identified deficiencies and allow for improvements that will enhance the safety of the pier structure. The interim repair plan is included as Attachment 2.

The interim repair project scope of work includes:

- Installing reinforced shotcrete fascia on the existing pier wall face. This will act as a structural element as well as cosmetic surfacing that matches the adjacent concrete
- Replacement of the concrete at the edges and top of the pier with a sound concrete edge
- Replacing concrete footings and guard rail along the pier perimeter
- Demolish a 7” segment of the existing slab and pouring a new 7” thick monolithic slab on the seaward 75 feet of the upper deck
- Replacement of the concrete slab on the entire lower pier deck
- Reform and resurface the lower staircase that extends into the water from the lower pier deck

The engineers' estimate for the interim repair solution is $1.35 million. The interim repair solution is anticipated to last upwards of 20 years.

Permitting
This project will require permits from the California Coastal Commission. City staff has preliminarily discussed the interim repair solution with staff members at the California Coastal Commission. These high-level conversations have been intended to begin dialogue in advance of a formal application. A formal permit application will only be submitted if the City Council expresses interest in pursuing the interim repair option.

Grant Support
As an element of their scope of work, GHD is actively researching grant opportunities for the interim repair solution. The availability of grants is largely time dependent, as grants have specific periods for submittal. If the City Council expresses interest in pursuing the interim repair solution, GHD can take a deeper dive into the availability of grant funding currently available. Staff can return with updates and options for funding the interim repair solution.

Long Term Repair Options
As an element of the Conditions Assessment Report, some high-level long term repair alternatives were explored. The intention of this high-level analysis was to conceptually understand the methods by which a long-term repair solution could be achieved and the potential drawbacks of each approach. This list is not an exhaustive list of all potential long term repair options, nor is it a deep dive into how approaches could be implemented.

- Long-Term Repair Alternative 1 – Total removal of the pier & rip-rap revetment and construction of a new wharf supported by deep foundations
    - Not recommended as it will result in Lovers Point Beach shrinking and creating negative recreational impacts for the public
- Long-Term Repair Alternative 2 – Total removal of the pier & rip-rap revetment and construction of a new concrete gravity structure supported directly upon the granite bedrock formation that makes up the sea floor
    - Difficult from a constructability standpoint as there are several environmental impacts during construction
    - This alternative would also result in increased wave runup and overtopping due to removal of the rip-rap revetment
- Long-Term Repair Alternative 3 – Removal of existing concrete pier gravity structures above 0.0 feet NAVD88 and construction of new pier atop old concrete foundation elements and riprap.
    - Less of an environmental impact than option 2, but this alternative relies on older foundations and undersized riprap for support/protection and may leave the pier vulnerable
- Long-Term Repair Alternative 4- Total removal of the pier & rip-rap revetment & construction of a rip-rap jetty in the same footprint with adequately sized rock to an approximate elevation of +20.0 feet NAVD88. Construct a concrete gravity structure atop the rip-rap jerry as a causeway for recreational access
    - This alternative is preferred from a constructability, environmental impact, and long-term protection standpoint

Ultimately, a feasibility study and a deeper analysis of the long-term repair alternatives would need to be explored and detailed coastal engineering would be required if the City Council were to express interest in pursuit of a long-term repair option.

OPTIONS

1. Do nothing. This is not recommended as damage will continue, as well as accelerate and use of the pier will be beyond an ordinary level of risk
2. Pursue Near Term Repair. This option is preferred as it provides the City with a method to make a repair, reopen the pier and prevent accelerated damage. Moreover, the repair will provide a solution for the next 20 years. The immediate next step would be to explore grant and funding opportunities and necessary permitting.
3. Pursue Long Term Repair. Pursuit of a long-term repair will be a lengthy endeavor and would require significant funding to perform a feasibility study of the long-term options, and design, engineer and permit a long-term repair. Moreover, a long-term repair is anticipated to be significantly more costly than the interim repair.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report. This report was prepared, and all the subsequent investigative tasks, were performed under the existing agreement with GHD. To date, 89% of the budget has been expended.

If the Council expresses interest in the interim repair option, GHD will perform an analysis of available grants and staff will return with potential funding options.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Attachments 1-Conditions Assessment Report

Interim Repair Plans

Staff PPT

Project No. M11897.1
13 March 2023

MEMORANDUM

To: GHD
669 Pacific Street
San Luis Obispo CA 93401

Attention: Robert Sherwood, PE (805-858-3142)

From: Mark Foxx, CEG 1493 and Moses Cuprill, CE 78904
Haro Kasunich and Associates Inc.

Subject: Lovers Point Pier Condition Assessment

Reference: Lovers Point Pier
Pacific Grove, CA

Dear Mr. Sherwood:

During the January 2021 winter storms, the seaward tip of the Lovers Point Pier was severely damaged by ocean wave runup and wave impact forces. Waves were reportedly observed breaking on the pier structure and wave runup was flowing across the concrete deck that forms the surface of the pier.

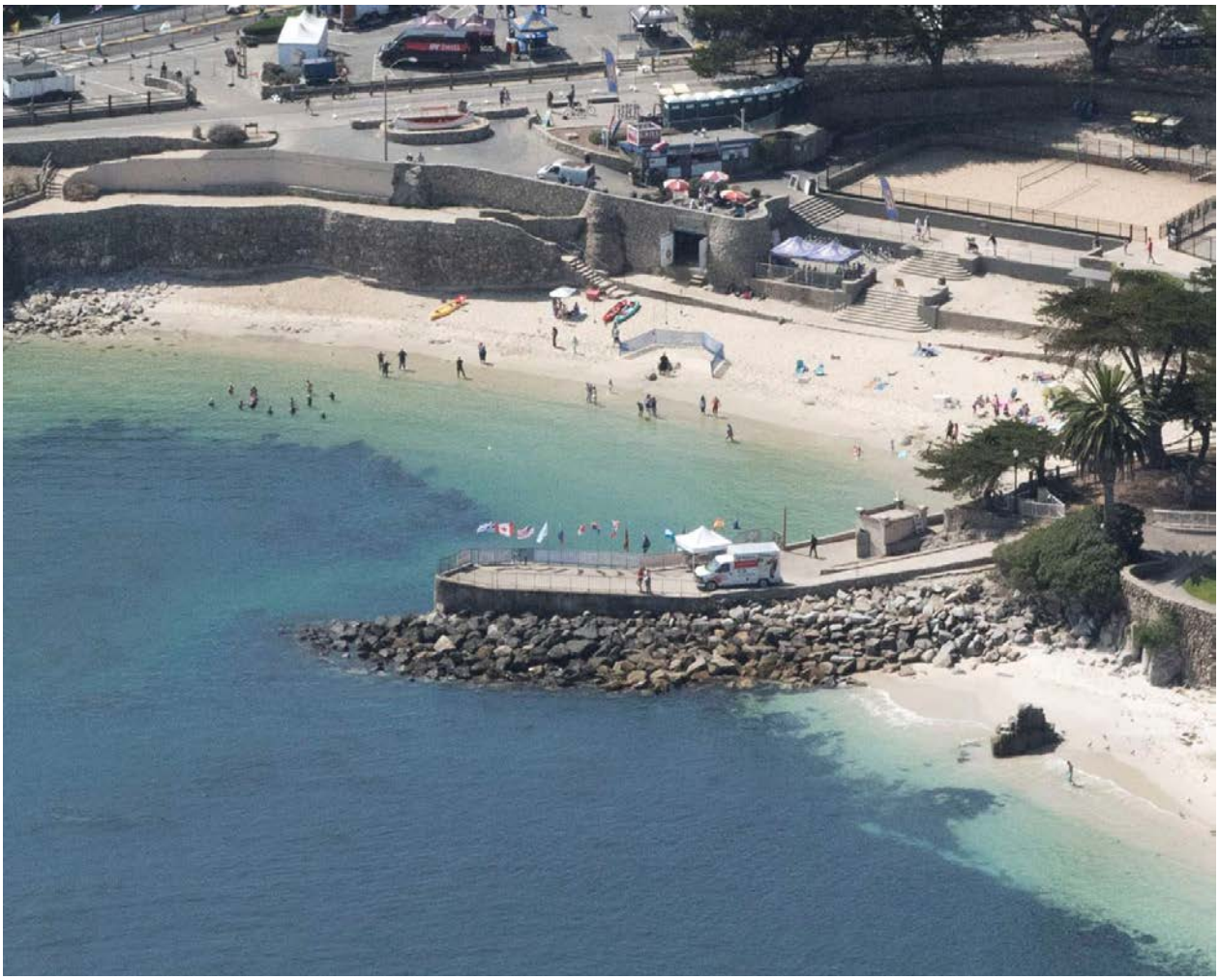
After that damage the City of Pacific Grove retained Haro Kasunich and Associates Inc. (HKA), who briefly evaluated the damage to the pier and recommended a more in-depth assessment of the pier's condition. In March 2022 the City of Pacific Grove retained GHD who in turn retained HKA to perform that assessment. This Memorandum presents the results of the assessment that evaluates the condition of the upper and lower deck of the pier.

In preparation of this assessment HKA made several site visits to observe the condition of the pier, had several working meetings with GHD, and had an additional in-house working meeting to develop alternatives. Based on review of historic documents HKA understands that circa 1900 there was originally a granite quarry at Lover's Point which enlarged the cove where the Lovers Point beaches exist today. Subsequently a “cement pier” was constructed before 1907, replacing an earlier wooden wharf. In 1909 the cement pier was extended further into the bay by constructing two large 25 to 30 feet tall concrete monoliths and tipping them off the end of the pier. The monoliths were covered with granite rocks and cement. Wooden piles were then driven into the end of the cement pier and founded upon the cemented granite rocks creating a wooden wharf extension for access. The pier was improved in the 1980’s with the construction of concrete walls and fascia creating a shell around the pier and lower dock, with that most recent renovative work on the pier utilizing plans by J. D. Raggett and Associates, dated 2-17-82.

The pier is oriented towards the northeast from where it joins the Lovers Point shoreline. It was founded in part on a small natural ridge of granitic bedrock that extends into Monterey Bay. The orientation of the pier and the presence of the prominent Lovers Point immediately to the northwest serves to protect it from the largest ocean swells that enter Monterey Bay from the west and northwest.

Despite the protection afforded by this location, the pier was damaged in January 2021 during a large wave event coincident with a king tide. The pier sustained damage from wave attack that fractured and dislodged large pieces of the concrete wall and fascia that was constructed in 1982, exposing the internal elements of the pier to more direct wave impact.

A photograph of the pier from September 2015, before the January 2021 damage occurred is shown below:



Photograph 1: September 2015 Aerial Photograph
(courtesy www.californiacoastline.org)

From our observations of the damaged pier, it appears that the pier was originally constructed partially as a wooden wharf that was subsequently surrounded with quarry stone and concrete, with rip rap boulders being placed along the side of the pier that is more exposed to the ocean. In January 2021, at the tip of the pier, several large pieces of concrete fascia were stripped off the structure by wave impact. The ends of two decayed wooden beams are visible where voids were created where the concrete fascia was stripped off the pier. The reinforcing ties that anchored the fascia to the concrete deeper within the pier structure are rusted away. This created a situation where the fascia was unattached or barely attached to the main bulk of the pier structure. The concrete fascia of the pier has been historically patched based on different fascia thicknesses and concrete types that are now visible. There is evidence that at least four generations of fencing that guard visitors from the drop offs at the edges of the pier have been installed at

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the edges of the upper pier surface for safety. Each generation of the fencing has been damaged by corrosion and wave impact, eventually leading to its replacement. A photo of the pier showing both the upper pier surface and lower pier surface, as well as the protective rip-rap revetment on the downcoast side is shown below:



Photograph 2: May 23, 2022 Aerial Photograph Showing Damage at End of Pier (Photo by HKA)

Two additional photos show other perspectives and details of the damage to the end of the pier.

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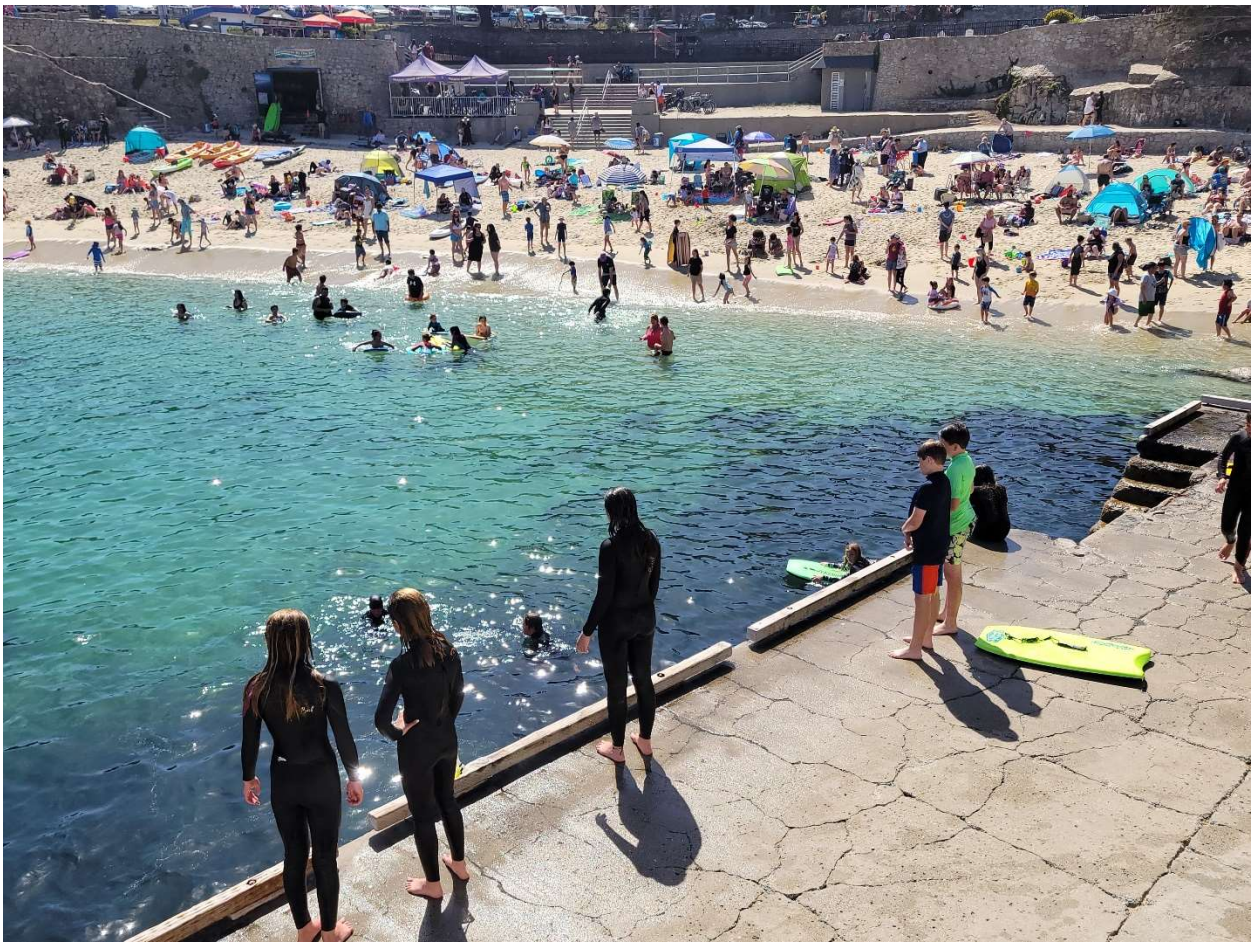
Photograph 3: 2022 Aerial Photograph
Showing Damage at End of Pier
(Photo by GHD)



Photograph 4: May 23, 2022 Aerial Photograph
Showing Damage at End of Pier
(Photo by HKA)

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Since the 100+ year old pier structure and rock jetty structure had a big influence on beach creation at Lovers Point, if the pier and rock jetty were to cease to exist, then the littoral processes and coastal sediment flow and accumulation patterns in the vicinity of the pier will be altered, to the detriment of public access and recreational beach usage. The Lovers Point beach would be adversely affected, directly impacting public recreational beach usage. Photograph 5 below shows the public enjoying the beach in early April 2022.



Photograph 5: April 7, 2022 Aerial Photograph
Showing Public Beach Usage
(Photo by HKA)

To assess the internal structure of the pier we utilized a rotary percussion drill to advance three 2-inch diameter holes that were 9 to 11 feet deep. Two were drilled on the upper deck of the pier and one on the lower deck surface. The upper pier boreholes revealed concrete in the top 21 to 24 inches, with soft, relatively weak concrete with embedded granitic rubble down to a depth of about 6 feet. Below 6 feet was interbedded layers of granite rip rap, concrete, and concrete bonded to rip rap. Subsequently these two boreholes were drilled to refusal on granite bedrock or granite rip-rap at depths of 9 and 10 feet. On the lower elevation pier deck platform surface that faces southeast, a percussion borehole revealed an 18-inch-thick concrete section, with soft, relatively weak concrete down to a depth of about 3 feet, then harder concrete with embedded granitic rubble down to a depth of about 8 feet. The native granite bedrock formation was encountered below a depth of 8 feet deep.

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We subsequently diamond core drilled 3 holes in the pier in similar locations to the percussion drilled boreholes described above. We recovered continuous core samples from each hole, and this allowed visual inspection of the concrete, rubble, and other materials from the interior of the pier structure. At the conclusion of drilling, all holes were plugged with high strength concrete grout.

Laboratory testing of core samples derived from the diamond drilling were visually inspected and tested for compressive strength. One of the concrete samples from the upper deck had a compressive strength of over 7,000 psi. The remaining samples tested within the upper 5 feet had had test results that indicated between 3,100 and 4,400 psi, as well as weaker samples that were not tested, which is below the ACI 318-22 code required minimum of 5,000 psi. The weaker zones of concrete were easily drilled with the percussion drill and the concrete became disaggregated into a mixture of sand grains and cured cement.

Visual observation of the pier (see photographs 2, 3 and 4 above) shows that in the area where the concrete fascia has been stripped off, the internal structure of the pier is an assorted assemblage of sound concrete, granitic rubble in a weaker concrete matrix, occasional voids, and old wooden components. At the seaward end of the pier, both upcoast and downcoast from the damaged area, the remaining fascia exhibits fractures and differential displacement across the fractures. A network of cracks exists in the slabs that form the top of both the upper and lower pier walking surfaces. These cracks in the horizontal walking surfaces do not exhibit vertical displacement.

The lower pier deck has a dense network of surface cracks on its walking surface. Erosion and spalling of the concrete is occurring along the cracks. The 1982 Raggett plans specified a minimum of 1-1/2 inches of concrete cover over uncoated carbon steel reinforcing bar for the slabs and mostly 3 inches of concrete cover elsewhere, with mild steel welded wire mesh being used as reinforcing in thin air blown mortar fascia. Typical practice in more recent years involves epoxy coated, MMFX (Chromx) or stainless-steel rebar for most marine applications, with robust reinforcing and thickened wall sections capable of counteracting wave impact forces.

Severe corrosion of the reinforcing in the pier concrete and air blown mortar (shotcrete) is now evident in many places. Where corrosion has occurred and the iron in the reinforcing steel has oxidized forming iron oxide reddish brown staining is evident. This chemical alteration of the reinforcing steel involves the iron expanding in volume as it oxidizes and the rebar corrosion causing concrete deterioration through delamination and spalling of the concrete cover, reducing the cross-sectional area of the reinforcement, and reducing its bond to the concrete. These effects grossly reduce the strength of reinforced concrete and make concrete beams and columns vulnerable to deflection and rupture. The Lovers Point pier is primarily a massive gravity structure that is not column supported or reliant on the strength of concrete beams. One exception is the stairs going from the lower pier deck surface to the upper pier deck surface are built with a hollow area underneath, which does rely on reinforced concrete integrity to prevent its sudden structural collapse. The vertical concrete/shotcrete walls around the pier also rely on reinforced concrete integrity to prevent the pier from being eroded away, however that process is more incrementally progressive.

The pier is fronted on the Lovers Point side (downcoast side) by a rip-rap revetment. This revetment appears to have been enlarged and extended to protect the end of the pier between 1979 and 1987.

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Photograph 6: 1979 Aerial Photograph
Showing Rip-rap Revetment at Pier
(courtesy of californiacoastline.org)

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Photograph 7: June 1987 Aerial Photograph
Showing Enlarged Rip-rap Revetment at Pier
(courtesy of californiacoastline.org)

We field surveyed and prepared a 440-foot-long profile that extended from the upper pier deck surface (at about Elevation + 14 feet NAVD88) to the limit of the revetment (at about Elevation 0 feet NAVD88) to an elevation of about -23 feet NAVD88. We examined the quarry stone size (tonnage) and calculated the stability of the quarry stones in the steeply sloping toe of the structure. We utilized estimated extreme present-day ocean stillwater levels (9.9 Feet NAVD88) and used a low risk aversion with high emissions (these have a 66% probability of occurrence if predicted high emission scenarios are realized) stillwater level of 11.7 for year 2072 in our analysis. More extreme sea level rise is predicted to occur if lower probability (higher risk aversion) scenarios are realized. We note that the predicted 2072 (50 year) sea level rise scenario we utilized in our analysis has the ocean stillwater level (at extreme tide with storm surge and wave pileup conditions) at an elevation approximately 2.30 feet below the upper surface of the pier.

A wave runup analysis was conducted utilizing methodologies outlined in the 1984 Army Corps of Engineers Shore Protection Manual (SPM) and the computer program by Noble Coastal Engineers WRUP™. The analysis was performed on Cross Section A field surveyed by HKA as described above. Design still water levels of 9.9 feet NAVD88 (Year 2022) and 11.7 feet NAVD88 (Year 2072) where used in the analysis.

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In the analysis we allowed the software to iterate until the maximum breaking wave and corresponding wave runup elevation was determined. We also specified the deep-water wave height using a simulated near shore wave model from an adjacent project which predicted breaking waves closer to the structure. Both scenarios are possible and should be considered. A summary of results is presented in Table 1 below.

Table 1: Summary of results from Waverunup analysis

Year	*SWL (ft.)*	*Ho' (ft.)*	*T (sec.)*	*H_b (ft.)*	*d_b (ft.)*	*Breaking Wave Distance from Pier (ft.)*	*Runup Elevation (ft. NAVD88)*
2022	9.9	7.0	16	14.4	9.9	44.0	32.1
	9.9	9.3	16	15.5	16.2	122.6	37.5
2072	11.7	7.0	16	14.4	9.9	41.6	34.9
	11.7	10.9	16	17.3	18.2	129.0	44.5

Notes: SWL = Still Water Level
Ho' = Unrefracted Deep Water Wave Height
T = Wave Period
H_b = Breaking wave Height
d_b = Breaking wave depth

The results indicate that at present day during the worst-case storm conditions wave runup elevations can vary between 32 and 38 feet NAVD88. That equates to approximately 20 feet of vertical wave spray above the top of the pier which sits at elevation 14.5 feet NAVD88. In 50 years, wave runup elevations vary between 35 and 45 feet NAVD88 which equates to an average of 25 feet of vertical spray above the top of the pier. Detailed spreadsheets and raw data software outputs are included in Appendix B.

The larger of the breaking wave heights from the wave runup analysis where selected for each still water level scenario and a wave force analysis was performed to determine wave pressures acting on the existing vertical pier walls. Wave forces were calculated using the following methods.

1) Broken Waves Seaward of Stillwater Line (Shore Protection Manual Volume II, 1984)
2) Minikin Method (Shore Protection Manual Volume II, 1984)
3) Breaking Wave Loads on Vertical Wall (FEMA Coastal Construction Manual)

The results of the analysis indicate that presently during worst case storm conditions dynamic wave impact pressures can be up to approximately 500 psf for broken waves rolling into the pier as white water and 1000 psf for waves breaking as green water on the structure. In 50 years from now those forces may reach 600 psf and 1,660 psf for broken waves rolling into the structure and breaking waves on the structure, respectively.

Details and spreadsheets used for calculating wave pressures utilizing the three different wave force analysis methodologies are included in Appendix B.

A rip-rap size analysis was performed in the zone of maximum wave impact at the revetment fronting the pier. The weight and surface area of 122 boulders was inventoried and a mean boulder size of 2 tons was determined. Using the wave heights generated in the wave runup analysis the size requirement of rip rap was determined for the 10:1 (H:V) slope fronting the pier. In present day storm conditions 1 ton rock is required for large waves braking offshore and rolling in as white water. Larger 4-ton rock is required for moderate to large waves breaking directly on the revetment. In 50 years from now (2072) 6-ton rock is required for larger waves breaking on the rip rap at the 10:1 (H:V) slope. Our analysis indicates that the

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existing rip-rap revetment is marginally stable when compared with wave force analysis under present day stillwater levels. If sea level rise increases the stillwater level by nearly 2 feet as predicted in the coming 50 years (2072) the rip rap revetment structure will be considerably undersized for the wave forces. Undersized rip rap revetment structures are prone to having their boulders plucked by waves and ultimately slump to a flatter slope gradient becoming less effective. Since the existing revetment sits at a relatively flat gradient at present increased runup and overtopping will be the most prevalent change in the future. Actual sea level rise measured from tidal gauges over the past several decades indicate a much slower rate of sea level rise. However larger increments of sea level rise may occur as melting of ice sheets or other contributing factors occur in the future. Our conclusion is that we expect the existing revetment at the current slope gradient of 10H:1V will continue to perform well for 50 years. As the Stillwater level increases over time the revetment will slowly become less effective at reducing wave runup and overtopping and greater wave forces will occur against the concrete pier structure. Ultimately the revetment will need to be reinforced with a layer of larger quarry stones or precast concrete elements (e.g., dolos, tetra pods, tribars etc.) Refer to Appendix C for an inventory spreadsheet and rip-rap sizing calculations.

The pier is performing as expected for a massive gravity structure founded partly on concrete rubble and rip-rap and partly on granite bedrock. The gravity structure is comprised of interbedded layers of concrete, a matrix of concrete bonded to rip rap, and rip rap rock. There are void and joints within and between the interbedded layers. Some of the concrete is very punky/weak. The entire pier was renovated in the early 1980's with reinforced concrete walls and slabs on the upper and lower decks. These renovations encased the weaker concrete and rip rap matrix that makes up most of the gravity structure. The reinforced concrete walls and slabs provide a protective layer for the much weaker legacy material making up the mass. The reinforced concrete improvements included iron and carbon rebar which has corroded and expanded overtime resulting in severe cracking and spalling of the concrete further exposing rebar. The rebar hangars supporting the concrete walls are severely corroded at the east end of the upper deck and a panel of concrete dislodged and fell into the ocean during a large wave event. The gravity structure is not in danger of a catastrophic failure at this time. However, as the reinforced concrete walls continue to fail exposing more of the vulnerable core of the gravity structure, we expect that the rate of deterioration will accelerate. In other words, this damage will only get worse in the coming decade, if nothing is done to reinforce and stabilize the core of the gravity structure.

APPENDIX A to this MEMORANDUM shows numerous photographs of specific conditions found along the pier that warrant action.

Recommendations:

If nothing is done, then: a) Damage will continue as well as accelerate; b) Concrete debris will remain in the ocean water and more will follow; and c) Use of the pier by the public will be beyond an ordinary level of risk.

Ordinary risk is defined as the following:

- Failures only affecting owners/occupants of a structure rather than a substantial population.
- No significant potential for loss of life or serious physical injury.
- No collapse of structures; structural damage limited to repairable damage in most cases.

This alternative may present an unacceptable level of risk to the City assuming the pier would remain accessible for use by the public.

Appendix A to this Memorandum includes a detailed description of various elements of the pier, their location, our observation of their condition, problems that we noted, and conceptual recommendations that can be solutions to those problems.

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In addition to this Memorandum, we (HKA) have prepared a set of short-term ("Interim") repair plans for the pier which will remediate most of the problems with the pier for the near future (10 or perhaps 20 years). Those plans will be submitted separately.

Removing concrete debris should be considered. This includes the pieces of concrete fascia resting on the seafloor in shallow water, as well as loose pieces of fascia that are partly detached from the pier structure. The concrete in the ocean water appears to have been colonized with marine life, and the disturbance associated removal of part or all of it is likely to do more harm than good. Loose pieces of fascia that are partly detached from the pier structure can be removed with a small crane or perhaps an excavator operated from the intact part of the concrete pier deck. A workman would likely need to assist to place slings around or anchor bolts into the concrete debris pieces so they can be lifted, placed in a truck, and transported to an appropriate disposal site. This alternative is environmentally appropriate.

Development and installation of a short-term repair (an "Interim" repair) is warranted as soon as possible. This includes:

A. Monitor surf forecasts and close the entire pier to public use for temporary periods of time if adverse (dangerous) conditions are forecast. If wave overtopping of the pier deck or large waves are forecast during king tide periods, close the pier to public use. Monitoring should include tidal conditions, ocean swell size, direction, and period; This is prudent to maintain an acceptable level of risk.
B. Monitor future deterioration until the short-term "Interim" repair work is completed. This involves periodically inspecting the condition of the pier to assess if future damage is occurring. This is prudent no matter which other actions are taken. As part of the monitoring, supplemental recommendations should be made to the City, so those can be implemented as appropriate.
C. Design and installation of a new structural fascia that wraps around the tip of the pier and allows restoration of public use of the tip of the pier. The fascia should act as a short-term structural element as well as a cosmetic surfacing that matches the adjacent concrete surfaces. Inclusion of soil nail restraints within the fascia to enable it to act as a long-term retaining structure has been considered; however, this is more appropriate for consideration during development of a long-term repair plan for the pier.
D. Replacement of the concrete at the edges of and the tip of the pier with a sound concrete edge beam that replaces the cracked and split concrete there.
E. Replacement of the fencing along the margins of the pier, with the new fencing founded in the new concrete edge beam, which should be done in a manner that prevents corrosion of the fencing material from damaging the concrete. The fence posts should be embedded in the concrete in a manner that will minimize the chances of wave impact loading on the fence resulting in causing the edge beam to crack.
F. Replacement of the concrete slab on the seaward 75 feet of the upper pier deck.
G. Replacement of the concrete slab on the entire lower pier deck.
H. Reforming and resurfacing the stairs that extend into the water from the lower pier deck surface in a code compliant manner. A stainless-steel handrail should be provided.
I. Further evaluation of the stairs that extend from the upper pier deck surface to the lower pier deck surface by a structural engineer. If they must be replaced, that should be done in a code compliant manner. A stainless-steel handrail should be provided. If the structural engineer deems that repairs will be sufficient to allow use of the stairs, they should define those.
J. Consideration of whether a code compliant guard should be installed at the perimeter of the lower pier deck surface where there is an abrupt drop off into the ocean.
K. Maintaining new fencing in a location far enough landward of the damaged part of the pier so that users of the pier are only able to access the stable part of the pier. This involves placement of a new fence to prevent access to approximately the seaward 10 feet of the pier.
L. Further evaluation of the small building that is on the approach to the pier by a structural engineer. If it is unsafe to enter and must be replaced, that should be done in a code compliant manner. If the structural engineer deems that repairs will be sufficient to allow use of the building,

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they should define those. As an alternative the structure could be resurfaced with reinforced concrete and infilled with control density fill.

Long Term Repair Alternatives

Over the next 50 years the Lovers Point Pier will be subjected to an increase in sea-level rise, storm surge, wave runup, wave overtopping, and wave impact forces. We expect that the portion of the rip rap revetment at a 10H:1V slope gradient will perform well for the next 30 years. The pier structures even with the interim repairs implemented should be expected to deteriorate over the next couple of decades to the point that it will need to be repaired again with a similar interim concept or completely replaced with a new coastal structure. During this time frame the repair should be monitored at the beginning and end of each winter storm season as well as at the end of each large wave event accompanied with hightides. The monitoring should be conducted by a registered civil or structural engineer specializing in marine structures.

The interim repair will provide adequate time for an investigation, alternatives analysis, design, community outreach, permitting, and construction of a replacement coastal structure. We have developed several alternatives for the long-term repair of the pier structure for consideration. Each repair alternative will require a specific type of investigation:

Long-Term Repair Alternative 1. Total removal of the existing pier and rip-rap revetment and construction of a new wharf supported by deep foundations. The wharf would occupy a similar footprint to that of the existing pier. This alternative is not recommended because it would allow wave and tidal movement to propagate beneath the wharf and disrupt the littoral drift process which provides the Lovers Point beach with sand. Lack of sand build up in the cove will shrink the beach and create a negative recreational impact for the public.

Long-Term Repair Alternative 2. Total removal of the existing pier and rip-rap revetment and construction of a new concrete gravity structure in a similar footprint supported directly upon the granite bedrock formation that makes up the sea floor. The structure would bear directly upon the seafloor and prevent the movement of water beneath it. This alternative would not disrupt the littoral drift process, however, the environmental impacts during construction such as containing concrete from the tidal zone make this alternative not preferred from a constructability standpoint. This alternative would also generate higher wave runup and overtopping scenarios since the rip rap revetment would be removed.

Long-Term Repair Alternative 3. Removal of existing concrete pier gravity structures above 0.0 feet NAVD88 and construction of new pier atop old concrete foundation elements and rip rap. This alternative is preferable to alternative 2 from an environmental impact and constructability standpoint, however, the design relies on older foundations and undersized rip rap for support and protection. Over the next 50 years the existing rip rap may be dislodged from the pier base leaving it vulnerable undermining as well as increased impact from wave runup and overtopping events.

Long-Term Repair Alternative 4. Complete removal of existing pier and rip rap. Construct a rip rap jetty in the same footprint with adequately sized rock to approximate elevation +20.0 feet (+/- 5 feet) NAVD88. Construct a concrete gravity structure atop the rip-rap jetty as a causeway for recreational access. This alterative is preferred from a constructability, environmental impact, and long-term protection standpoint.

To properly design and permit Long-Term Repair Alternative 4, more subsurface investigation and more detailed coastal engineering analysis is required for site specific geometry of the proposed long-term

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repair. Haro, Kasunich & Associates, Inc. proposes six additional continuous cores drilled through the existing pier, rip-rap, and into the underlying bedrock, three additional field surveyed cross sections, and an in-depth coastal and geotechnical engineering analysis which includes alternative analysis and wave runup and force analysis on the chosen alternative geometry. Geotechnical design parameters for temporary shoring, retaining walls, and foundation would also be provided. A cost estimate can be prepared at your request.

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APPENDIX A

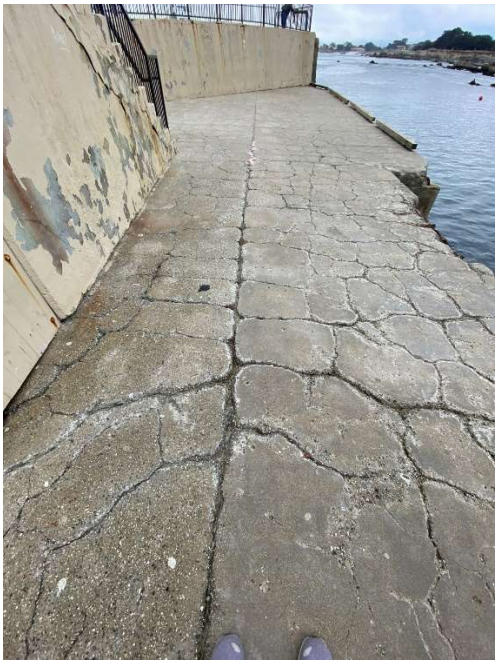
ANNOTATED PHOTOGRAPHS OF CONDITIONS FOUND ALONG THE LOVERS POINT PIER WITH OBSERVATIONS OF PROBLEMS AND RECOMMENDED SOLUTIONS

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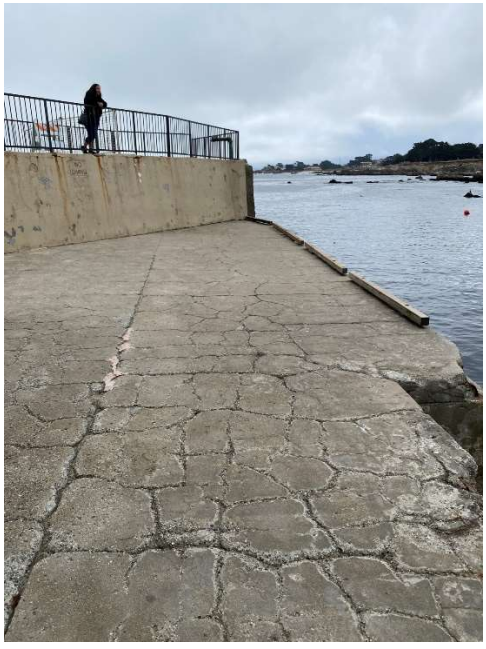
Annotated Photographs of Conditions
Found Along the Lovers Point Pier
With Observations of Problems
and Recommended Solutions

Preliminary Draft 10-29-2022

Location 1 : Lower Pier Surface



Appendix A Photo 1: Lower Pier Surface



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Appendix A Photo 2: Lower Pier Deck Surface



Appendix A Photo 3: Lower Pier Deck Surface

Problems:

1) Extensive cracking of concrete slab. Large cracking appears to be combination of construction joint cracking and cracking from shrinkage during curing as well as concrete erosion and spalling.

2) Spalling from corrosion of reinforcing bar at slab edges.

3) Slab appears to slope toward the upper pier and may pond water.

4) Lack of fence or guard at drop off into ocean. Safety Hazard.

Solutions:

1) Remove corroded concrete in spalled areas, replace damaged reinforcing, reform damaged area, and pour new concrete.

2) Install new 6- to 8-inch-thick reinforced concrete topping slab over entire existing lower deck. Slope surface for positive drainage.

3) Use commercial marine grade elastomeric joint filler between new dock slab and bottom of upper pier wall.

4) Use heavy broom non-slip finish or similar on the new slab.

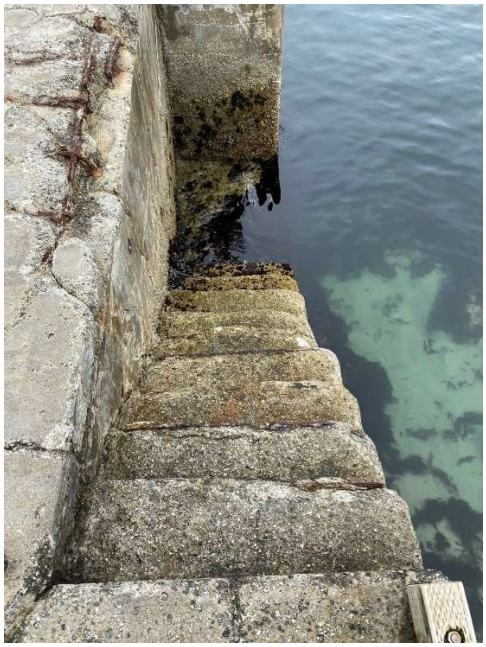
4) Resurface other repaired areas to match existing.

5) Install fence or guard at drop off

6) Install safety signage.

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Location 2 : Stairs from Lower Pier Deck Surface to Ocean



Appendix A Photo 4: Stairs from Lower Pier Deck Surface to Ocean



Appendix A Photo 5: Stairs from Lower Pier Surface to Ocean

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Problems:

1) Spalling from corrosion of reinforcing bars.

2) Cracking of concrete.

3) Erosion and abrasion of stair treads. Safety Hazard.

4) Irregular stair rise and run. Safety Hazard.

5) Lack of handrail. Safety Hazard.

Solutions:

1) Remedy Safety Hazards with guards, handrail, and signage.

2) Reform and pour new concrete stairs with minimum 4-foot width, uniform rise and run of treads and aluminum or stainless-steel stair treads with nosing.

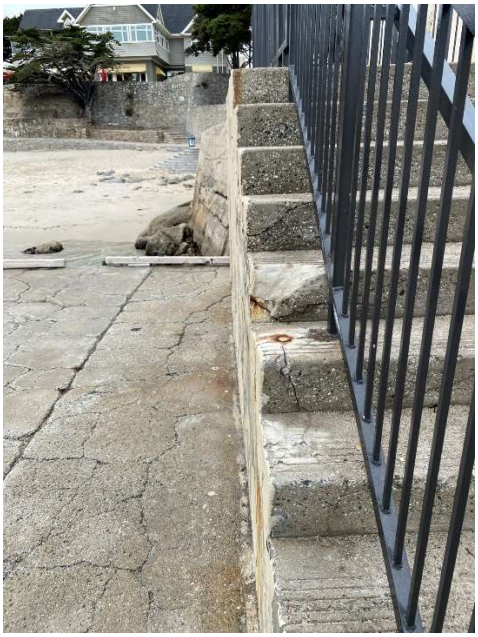
3) Remove eroded/corroded concrete, replace damaged reinforcing, reform damaged area, and pour new concrete in adjacent areas.

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Location 3 : Stairs from Upper Pier Deck Surface to Lower Pier Deck Surface



Appendix A Photo 6: Stairs from Lower Pier Deck Surface to Upper Pier Deck Surface with Interior Storage Room Underneath



Appendix A Photo 7: Stairs from Lower Pier Deck Surface to Upper Pier Deck Surface with Interior Storage Room Underneath

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Appendix A Photo 8: Stairs from Lower Pier Deck Surface to Upper Pier Deck Surface with Interior Storage Room Underneath



Appendix A Photo 9: Stairs from Lower Pier Deck Surface to Upper Pier Deck Surface with Interior Storage Room Underneath



Appendix A Photo 10: Stairs from Lower Pier Deck Surface to Upper Pier Deck Surface with Interior Storage Room Underneath

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Problems:

1) Spalling from corrosion of reinforcing bar.

2) Cracking of concrete.

3) Structural distress from concrete reinforcing failure.

Solutions:

1) Inspect interior room.

2) Structural Engineer to evaluate stairs and stability of roof and walls of interior room. This evaluation may conclude a complete rebuild of the stairs is most cost effective or may find that resurfacing the concrete and completely filling the interior room under the stairs with concrete control density fill is adequate.

3) Remove corroded concrete, replace damaged reinforcing, sandblast surface, reform damaged area and pour new concrete.

4) Resurface repaired areas to match existing.

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Location 4 : Upper Pier Deck Surface

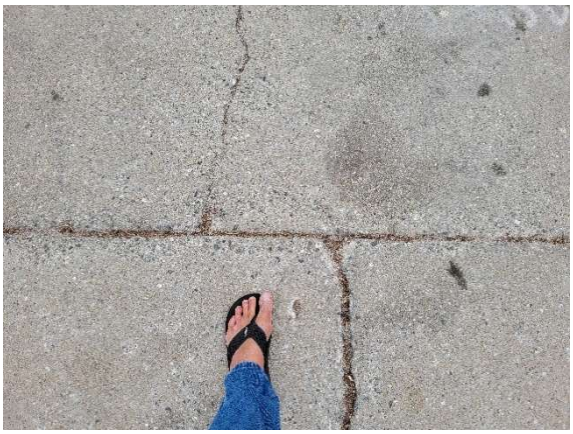


Appendix A Photo 11: Upper Pier Deck Surface Showing Cracking Of Slab



Appendix A Photo 12: Upper Pier Deck Surface Showing Construction Joint and Cracks

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Appendix A Photo 13: Upper Pier Surface

Problems:

1) Extensive cracking of concrete slab. Cracking appears to be combination of construction joint cracking, cracking from shrinkage during curing as well as from settlement and flexure of the massive concrete structure.

2) Spalling from corrosion of reinforcing bar at slab edges.

Solutions:

1) Remove 8-inch of cracked concrete in the seaward 75 feet of pier surface area.

2) Install new 8-inch-thick reinforced topping slab over entire existing slab. Slope surface for positive drainage.

3) Utilize heavy broom non-slip finish on new slab.

4) Use marine elastomeric filler in new control joints.

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Location 5 : Upper Pier Deck Edge Toward Lower Pier Deck



Appendix A Photo 14: Upper Pier Deck Edge Toward Lower Pier Deck



Appendix A Photo 15: Upper Pier Deck Edge Toward Lower Pier

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Appendix A Photo 16: Upper Pier Deck Edge Toward Lower Pier Deck

Along this edge the upper pier deck concrete slab is at the same elevation as the top of the wall that descends to the lower pier deck surface. The concrete has spalled in numerous areas, often near the location of present or former railing posts and corroded rebar is visible.

Problems:

1) Extensive cracking of concrete slab. Cracking appears to be combination of construction joint cracking, cracking from shrinkage during curing as well as from settlement and flexure of the massive concrete structure.

2) Spalling from corrosion of reinforcing bar at slab edges.

Solutions:

1) Remove corroded concrete in spalled areas, replace damaged reinforcing, reform damaged area and pour new concrete.

2) Install new 8-inch-thick reinforced topping slab over entire existing slab. Slope surface for positive drainage.

3) Use marine elastomeric filler between new lower deck concrete slab and bottom of upper pier deck wall.

4) Resurface repaired areas to match existing.

5) Install fence or guard at drop off.

6) Install safety signage.

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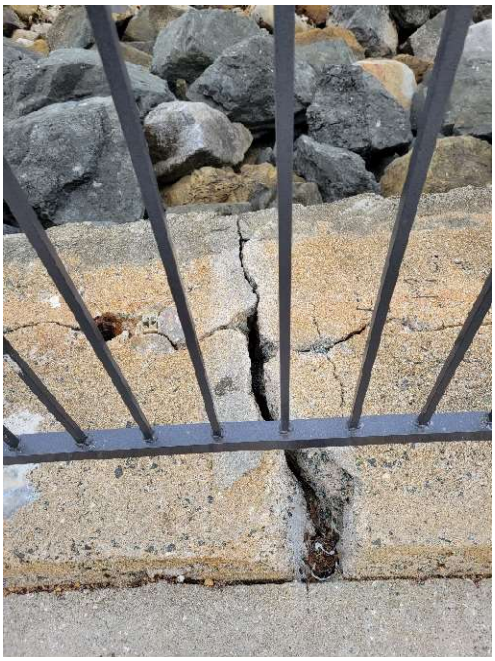
Location 6 : Upper Pier Deck Edge Toward Lovers Point

Along this edge there is a wall along the edge of the pier and the upper pier concrete slab is about 6 inches in elevation below the top of the wall that descends to the adjacent rip-rap. The concrete has severely cracked in numerous areas due to corrosion (chemical alteration) of the reinforcing steel that involves the iron expanding in volume as it oxidizes and causes concrete deterioration by delamination and spalling of the concrete cover and reducing the cross-sectional area of the reinforcement and reducing its bond to the concrete. Prominent cracks often parallel with the wall and near the location of present or former railing posts. Cracking is also evident that crosses the top of the wall, and corroded rebar is visible.

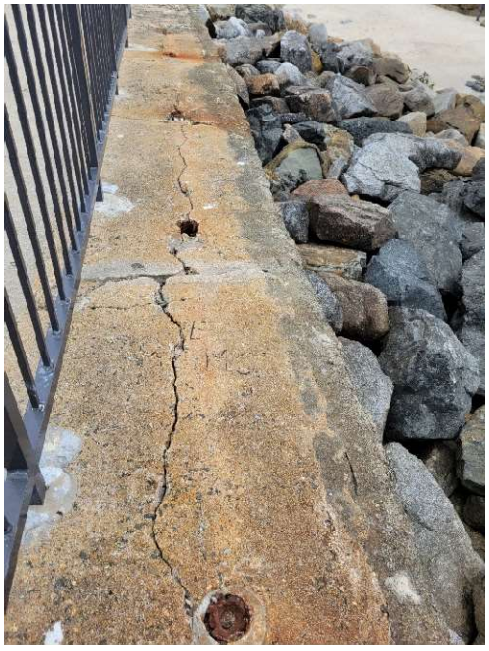


Appendix A Photo 17: Showing Prominent Cracks Parallel to Top of Wall Along Upper Pier Edge Toward Lovers Point

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Appendix A Photo 18: Showing Prominent Crack Across Top of Wall Along Upper Pier Edge Toward Lovers Point



Appendix A Photo 19:Showing Crack Location Along Old Railing Post Alignment at Upper Pier Edge Toward Lovers Point

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Problems:

1) Extensive cracking of top of wall at upper pier deck edge toward Lovers Point. Large cracking appears to be associated with corrosion of former railing posts, as well as from settlement and flexure of the massive concrete structure. Concrete erosion is evident.

2) Spalling from corrosion of reinforcing bar in near surface areas.

Solutions:

1) Remove upper portion of wall at upper pier deck edge toward Lovers Point and reform a new concrete beam at the edges of and the tip of the pier with a sound concrete edge beam that replaces the cracked and split concrete there, so the new concrete beam can be used as a stable foundation for new corrosion resistant railings. After demolition, form new concrete beam designed as a gravity structure with an integrated sleeved foundation for new railings, and pour new concrete.

2) Integrate work so that the adjacent new 8-inch-thick reinforced topping slab is structurally tied to the new concrete beam with reinforcing bar.

3) Use marine elastomeric filler in upper portion of new railing foundation sleeves and in any required control joints.

4) Resurface repaired areas to match existing.

5) Install fence or guard at drop off.

6) Install safety signage.

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<u>Location 7</u> : Upper Pier Deck Railing



Appendix A Photo 20: Upper Pier Railing



Appendix A Photo 21: Upper Pier Deck Railing

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Appendix A Photo 22: Upper Pier Deck Railing



Appendix A Photo 23: Upper Pier Deck Railing Under Historical Wave Impact During Pier Construction (Photo Taken Prior to Construction of Lower Pier Deck Portion)

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Problems:

1) Four prior generations of railing are evident. Extensive concrete cracking has resulted from expansion of railing posts because of corrosion and from wave impact forces on the railings from ocean wave overtopping of the pier.

2) Railings are essential for pier user safety, and thus must be in a challenging corrosive environment that is subject to wave inundation and impact.

3) Railing will not protect users from wave uprush, impact, or overtopping.

3) Lack of fence or guard at drop off into ocean. Safety Hazard.

Solutions:

1) Install new corrosion resistant railings. Found them in the new concrete beam located at the edges of and the tip of the pier with an integrated sleeved foundation for the new railings.

2) Use marine elastomeric filler in upper portion of new railing foundation sleeves and in any required control joints.

3) Resurface repaired areas to match existing.

4) Close pier during extreme ocean wave conditions. Install safety signage.

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Location 8 : Seaward End of Lovers Point Pier



Appendix A Photo 24: Lovers Point Pier Showing Damage at Seaward End

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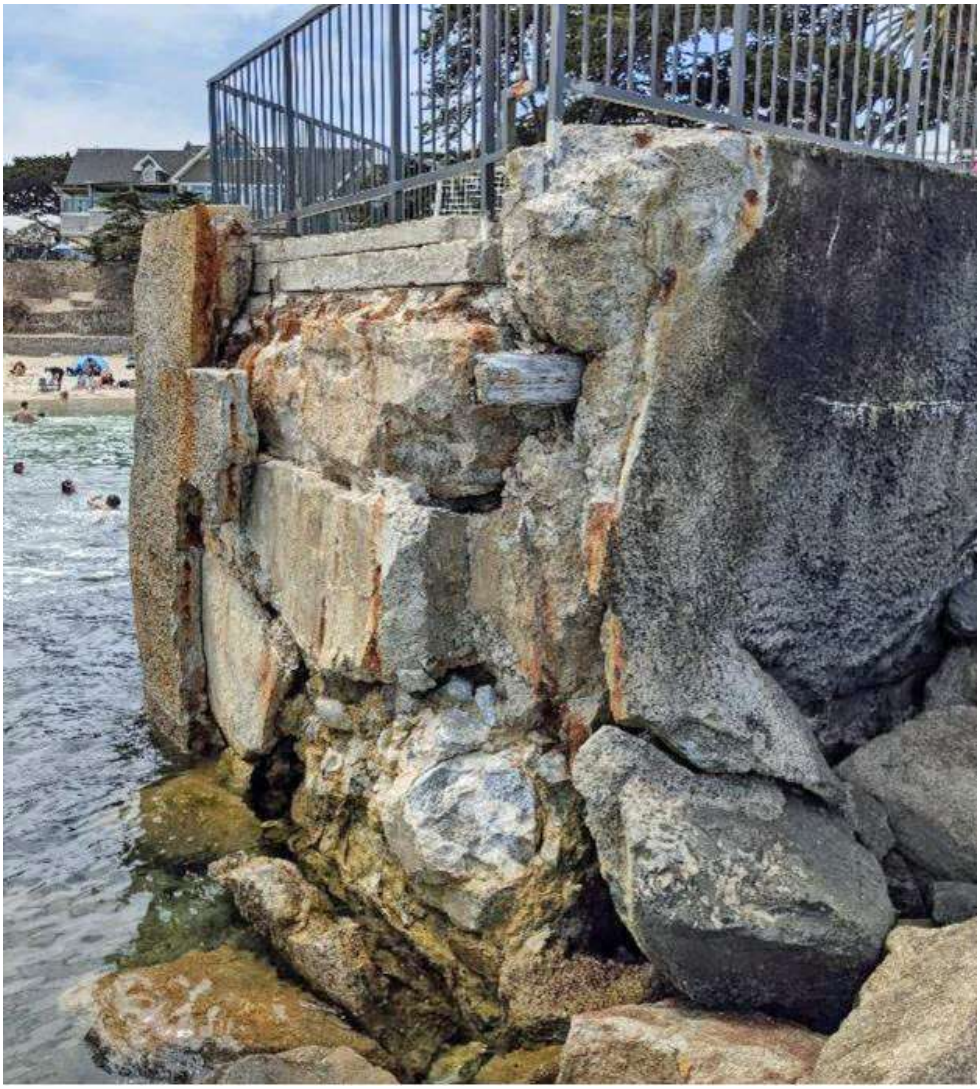


Appendix A Photo 25: Lovers Point Pier Showing Closer View of Damage at Seaward End



Appendix A Photo 26: Showing 2021 Damage at Seaward End of Pier

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Appendix A Photo 27: Showing 2021 Damage at Seaward End of Pier

In January 2021, at the tip of the pier, several large pieces of concrete fascia were stripped off the structure by wave impact. The ends of two decayed wooden beams are visible where voids were created where the concrete fascia was stripped off the pier. The reinforcing ties that anchored the fascia to the concrete deeper within the pier structure are rusted away. This created a situation where the fascia was unattached or barely attached to the main bulk of the pier structure. The concrete fascia of the pier has been historically patched based on different fascia thicknesses and concrete types that are now visible.

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Problems:

1) Extensive cracking of concrete wall and facing. Large cracking appears to be caused by a combination of reinforcing bar and reinforcing tie failure and spalling. Under the stress of wave impact forces.

2) Exposed edges of facing and adjacent walls are delaminating and becoming detached from the core of the pier.

3) The core of the pier is exposed and subject to ongoing damage.

4) Foundation of existing fence at tip of pier is damaged, so it does not adequately guard the drop off into the ocean there. Safety Hazard.

Solutions:

1) Maintain existing additional safety fencing to prevent pedestrian access to the seaward 10 feet of the pier.

2) Close pier during extreme ocean wave conditions. Install safety signage.

3) Install new corrosion resistant railings. Found them in the new concrete beam located at the edges of and the tip of the pier with an integrated sleeved foundation for the new railings.

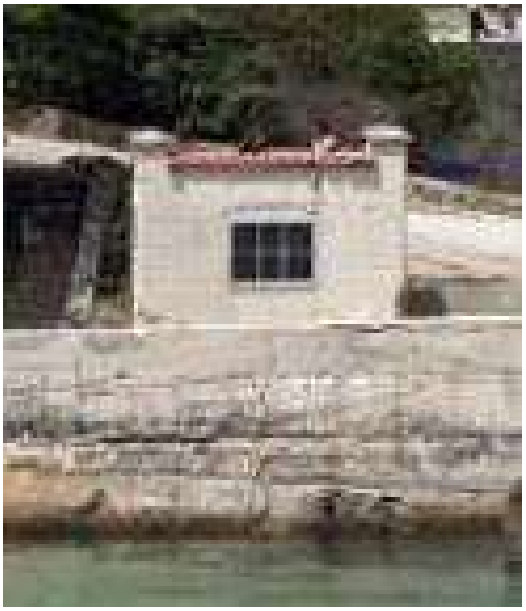
4) Demolish "Failing Area" of shotcrete facing shown in Photograph 26 (above).

5) Install new marine shotcrete fascia tied into core of existing pier and into new beam around upper pier perimeter. Take precautions to prevent concrete debris from any required demolition and any uncured fresh or hardened concrete from entering the ocean.

6) Resurface repaired areas to match existing adjacent surfaces.

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Location 9 : Small Building Located on Pier Approach



Appendix A Photo 28: Small Building Located on Pier Approach



Appendix A Photo 29: Door into Interior of Small Building Located on Pier Approach

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Problems:

1) Spalling from corrosion of reinforcing bar.

2) Cracking of concrete.

3) Structural distress from concrete reinforcing failure.

Solutions:

1) Inspect interior room.

2) Structural Engineer to evaluate stability of roof and walls of building. This evaluation may conclude a complete rebuild of the building is preferred or resurfacing of existing concrete and infilling of the room with concrete control density fill or may find that removal of the building is most cost effective.

3) Remove corroded concrete, replace damaged reinforcing, sandblast surface, reform damaged area and pour new concrete.

4) Resurface repaired areas to match existing.

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<u>Location 10</u> : Steps to Beach from Pier Approach

At the landward end of the approach to the pier, a set of steps with arcuate treads descends to the beach sand at the main Lovers Point Beach.



Appendix A Photo 30: Steps to Beach

Problems:

1) The noses of the treads have eroded and become broken off, resulting in irregular surfaces on the steps, which are partly covered in sand. This creates a slip and fall hazard.

2) No handrail exists.

Solutions:

1) Reconstruct steps that are code compliant.

2) Install code compliant handrail(s) for pedestrians to use.

<u>Location 11</u> : Rip-rap Revetment

The rip-rap revetment downcoast of the pier is in good condition. It absorbs wave energy, decreases pier flooding which increases the time the pier is usable, and buttresses and supports the concrete pier structure. It is shown below.



Appendix A Photo 31: Rip-rap Revetment Downcoast of Pier

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Appendix A Photo 32: Closer View of Rip-rap Revetment Downcoast of Pier

Problems:

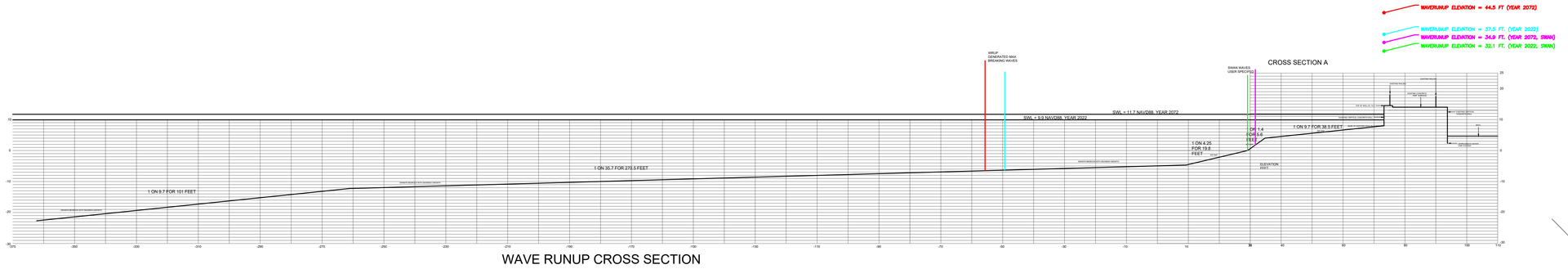
1) The toe of the revetment is at a much steeper gradient than the remainder and quarrystone at the toe will become unstable in the future.

Solutions:

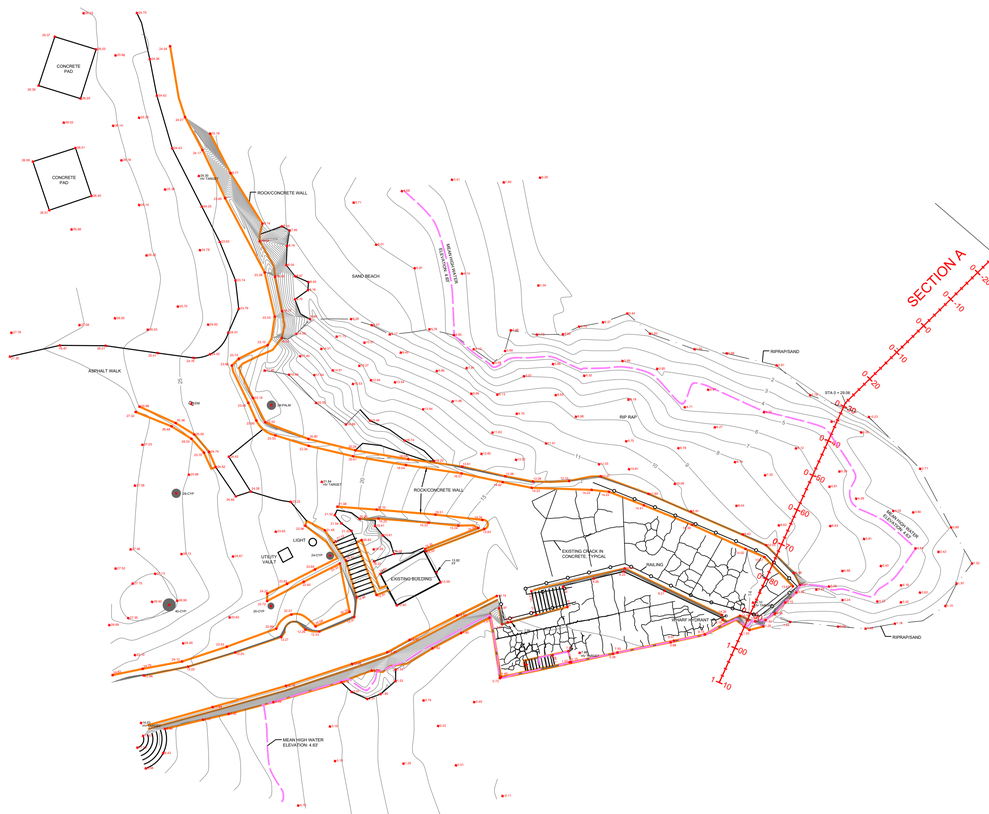
1) Ultimately the revetment may need to be armored with a layer of larger quarry stones or precast concrete elements (e. g. dolos, tetra pods, tribars etc.)

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APPENDIX B
WAVE RUNUP AND FORCE ANALYSIS



WAVE RUNUP CROSS SECTION



PRELIMINARY DRAFT

REVISIONS	BY

TOPOGRAPHIC MAP & PLAN VIEW WITH WAVE RUNUP SECTION
LOVERS POINT PIER BAND-AID REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
WATSONVILLE, CA 95076 (831) 722-4175

Date	7-21-2022
Scale	AS SHOWN
Drawn	MF
Job	
Sheet	1 OF 1 SHEETS

WAVE RUNUP AND FORCE ANALYSIS RESULTS SUMMARY

LOVERS POINT PIER

Date: October 2022
Job #: M11897
By: AK

Notes:

1) Analysis perfmored on WRUP™ wave runp software program 1984 using the composite slope method
2) All elevations reported in NAVD88
3) Analysis performed for existing and final wall configuration

Description of Terms:

Case No.	Case number from WRUP print outs
SWL (ft.)	Still water elevation
H_o' *(ft.)*	Unrefracted deepwater wave height
T (sec.)	Wave period
H_b *(ft.)*	Breaking wave height
d_b *(ft.)*	Breaking water depth
R (ft.)	Wave Runup. The vertical height above the still water level to which water from an incident wave will run up the face of a structure.
TWL (ft.)	Total Water Level in NAVD88 = Wave Runup (R) + Still Water Level elevation (SWL) in NAVD88

SECTION A, METHOD: CALCULATE MAXIMUM BREAKING WAVE HEIGHT GIVEN WAVE PERIOD.

Year	*SWL (ft.)*	*Ho' (ft.)*	*T (sec.)*	H_b *(ft.)*	d_b *(ft.)*	*R (ft.)*	*TWL (ft. NAVD88)*
2022	9.9	9.3	16	15.5	16.2	27.6	37.5
2072	11.7	10.9	16	17.3	18.2	32.8	44.5

SECTION A, METHOD: USER SPECIFIED DEEP WATER WAVE HEGIHT. WAVE HEIGHTS FROM SWAN ANALYIS.

Year	*SWL (ft.)*	*Ho' (ft.)*	*T (sec.)*	H_b *(ft.)*	d_b *(ft.)*	*R (ft.)*	*TWL (ft. NAVD88)*
2022	9.9	4.8	16	11.0	7.5	14.1	24
	9.9	6.2	16	13.2	9.1	19.1	29
	9.9	7.0	16	14.4	9.9	22.2	32.1
2072	11.7	4.8	16	11.0	8.3	13.5	25.2
	11.7	6.2	16	13.2	9.1	20.1	31.8
	11.7	7.0	16	14.4	9.9	23.2	34.9

SECTION A, SUMMARY OF WAVE FORCE ANALYSIS

Year	*Method*	*SWL (ft.)*	*Loading*
2022	Miniken SPM	9.9	992 psf
	Broken Waves SPM	9.9	518 psf
	Breaking Wave FEMA	9.9	961 lb/ft
2072	Miniken SPM	11.7	1661 psf
	Broken Waves SPM	11.7	582 psf
	Breaking Wave FEMA	11.7	3645 lb/ft

Lovers Point Pier

M11897
10-21-22

Summary of Cross-Section Data
(Variable Slope Profiles)

Profile Name	Slope #	Slope (1 on_)	Roughness Coefficient	Elevation at Bottom of Slope (ft NAVD88)
XS-A	1	0.00	1.00	8.00
	2	9.70	.50	4.00
	3	1.40	.50	0.00
	4	4.25	.50	-4.68
	5	35.70	.90	-12.26
	6	9.70	.90	

Lovers Point Pier

M11897
10-21-22

Input Conditions:
Variable Slope Cross-Section, 1 profile(s).
Stillwater Level, 2 condition(s).
Wave Conditions (T), 1 Hbmax wave combination(s).

Case 1
Profile XS-A
For SWL = 9.9 ft NAVD88
For Hbmax w/ T = 16.0 sec (Wave breaks on slope No. 5)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	9.3	16.0	15.5	16.2	1.7	.00113	35.7	2.8	3.71	1.12	.71	27.6	37.5	5

Case 2
Profile XS-A
For SWL = 11.7 ft NAVD88
For Hbmax w/ T = 16.0 sec (Wave breaks on slope No. 5)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	10.9	16.0	17.3	18.2	1.7	.00133	35.7	2.5	3.68	1.13	.72	32.8	44.5	5

* = Predominant wave period.
Note 5 = Composite slope method used.

Column Labels for Wave Runup Level 3 Output

Label 1 = Unrefracted deepwater wave height, H'0 in ft.
Label 2 = Wave period, T in sec.
Label 3 = Breaking wave height, Hb in ft.
Label 4 = Breaking water depth, db in ft.
Label 5 = ds/H'0 (db/H'0 when composite) for use in runup curves.
Label 6 = Wave steepness, H'0/gT2.
Label 7 = Slope that wave breaks on, 1 on __.
Label 8 = Runup slope calculations made on, 1 on__.
Label 9 = Relative runup factor, R/H'0, from SPM runup curves.
Label 10 = Scale correction factor, K, from SPM.
Label 11 = Slope roughness factor (composite factor if computed).
Label 12 = Runup relative to SWL, in ft.
Label 13 = Runup elevation, in ft NAVD88 .
Label 14 = Notes on calculations.

M11897
10-21-22

Input Conditions:
Variable Slope Cross-Section, 1 profile(s).
Stillwater Level, 2 condition(s).
Wave Conditions (H'0,T), 3 wave combination(s).

Case 3
Profile XS-A
For SWL = 9.9 ft NAVD88
For H'0 = 4.8 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	4.8	16.0	11.0	7.5	1.6	.00058	1.4	1.9	4.47	1.13	.58	14.1	24.0	3,5

Case 4
Profile XS-A
For SWL = 9.9 ft NAVD88
For H'0 = 6.2 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	6.2	16.0	13.2	9.1	1.5	.00075	1.4	1.5	4.44	1.14	.61	19.1	29.0	3,5

Case 5
Profile XS-A
For SWL = 9.9 ft NAVD88
For H'0 = 7.0 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	7.0	16.0	14.4	9.9	1.4	.00085	4.3	1.4	4.43	1.14	.63	22.2	32.1	3,5

Case 6
Profile XS-A
For SWL = 11.7 ft NAVD88
For H'0 = 4.8 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	4.8	16.0	11.0	8.3	1.7	.00058	1.4	2.0	4.30	1.13	.58	13.5	25.2	3,5

Case 7
Profile XS-A
For SWL = 11.7 ft NAVD88
For H'0 = 6.2 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	6.2	16.0	13.2	9.1	1.5	.00075	1.4	1.4	4.46	1.14	.64	20.1	31.8	3,5

Case 8
Profile XS-A
For SWL = 11.7 ft NAVD88
For H'0 = 7.0 ft, T = 16.0 sec

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
*	7.0	16.0	14.4	9.9	1.4	.00085	1.4	1.3	4.45	1.14	.66	23.2	34.9	3,5

* = Predominant wave period.
Note 3 = Profile slope &/or wave steepness is outside of breaker height index curves, outer bound used.
Note 5 = Composite slope method used.

Column Labels for Wave Runup Level 3 Output

Label 1 = Unrefracted deepwater wave height, H'0 in ft.
Label 2 = Wave period, T in sec.
Label 3 = Breaking wave height, Hb in ft.
Label 4 = Breaking water depth, db in ft.
Label 5 = ds/H'0 (db/H'0 when composite) for use in runup curves.
Label 6 = Wave steepness, H'0/gT2.
Label 7 = Slope that wave breaks on, 1 on __.
Label 8 = Runup slope calculations made on, 1 on__.
Label 9 = Relative runup factor, R/H'0, from SPM runup curves.
Label 10 = Scale correction factor, K, from SPM.
Label 11 = Slope roughness factor (composite factor if computed).
Label 12 = Runup relative to SWL, in ft.
Label 13 = Runup elevation, in ft NAVD88 .
Label 14 = Notes on calculations.

WAVE FORCE RESULTS SUMMARY

LOVERS POINT PIER

Date: October 2022
Job #: M11897
By: AK

Broken Waves - Wall Seaward of Stillwater Line

Notes:

1) Analysis is based on Chapter 7.III.4.a/b pg. 7-192 of Shore Protection Manual Volume II by Army Corps of Engineers (1984)
2) T, H_b, and d_b taken from WRUP

Description of Terms:

P_m (psf)	Maximum dynamic pressure
H_b (ft.)	Breaking wave height
d_s (ft.)	Depth at the toe of the structure
d_b (ft.)	Depth of breaking wave
D (ft.)	Depth one wavelength in front of the wall
T (sec.)	Wave period
L_d (ft.)	Wave length in water of depth D
R_m (lb/ft)	Force represented by the area under the dynamic pressure distribution
M_m (ft-lb / ft)	Moment resulting from the dynamic component of pressure
R_s (lb/ft)	Hydrostatic component of breaking wave on a wall
M_s (ft-lb / ft)	Hydrostatic moment
R_t (lb/ft)	Total breaking wave force on wall per unit wall length
M_t (ft-lb / ft)	Total moment about the toe
w (pcf)	Unit weight of water = 64 pcf

SECTION A, SWL = 9.9	
TOW (ft.)	14.5
Toe Wall (ft.)	8
SWL (ft.)	9.9
d_s (ft.)	1.9
g (ft./s^2)	32.2

T (sec.)	H_b (ft.)	d_b (ft.)	h_c (ft)	P_m (psf)	R_m (lb/ft)	M_m (ft-lb / ft)	R_s (lb/ft)	M_s (ft-lb / ft)	R_t (lb/ft)	M_t (ft-lb / ft)
16*	15.5	16.2	12.1	518.4	6,267	49,795	6,263	29,207	12,530	79,002
16**	14.4	9.9	11.2	316.8	3,558	26,744	5,518	24,156	9,077	50,900

* WRUP Calculated maximm breaking waves height given wave period.
** User specified deepwater wave height. Wave hegiht from SWAN Analysis.

SECTION A, SWL = 11.7	
TOW (ft.)	14.5
Toe Wall (ft.)	8
SWL (ft.)	11.7
d_s (ft.)	3.7
g (ft./s^2)	32.2

T (sec.)	H_b (ft.)	d_b (ft.)	h_c (ft)	P_m (psf)	R_m (lb/ft)	M_m (ft-lb / ft)	R_s (lb/ft)	M_s (ft-lb / ft)	R_t (lb/ft)	M_t (ft-lb / ft)
16*	17.3	18.2	13.5	582.4	7,859	67,956	7,583	38,912	15,442	106,868
16**	14.4	9.9	11.2	316.8	3,558	26,744	5,518	24,156	9,077	50,900

* WRUP Calculated maximm breaking waves height given wave period.
** User specified deepwater wave height. Wave hegiht from SWAN Analysis.

The dynamic part of the pressure will be

$$p_m = \frac{wc^2}{2g} = \frac{wd_b}{2} \qquad (7\text{-}94)$$

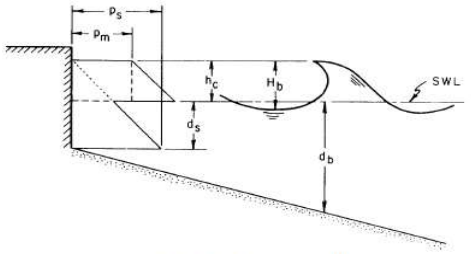


Figure 7-104. Wave pressures from broken waves: wall seaward of still-water line.

where w is the unit weight of water. If the dynamic pressure is uniformly distributed from the still-water level to a height h_c above SWL, where h_c is given as

$$h_c = 0.78H_b \tag{7-95}$$

then the dynamic component of the wave force is given as

$$R_m = p_m h_c = \frac{w d_b h_c}{2} \tag{7-96}$$

and the overturning moment caused by the dynamic force as

$$M_m = R_m\left(d_s + \frac{h_c}{2}\right) \tag{7-97}$$

where d_s is the depth at the structure.

WAVE FORCE RESULTS SUMMARY

LOVERS POINT PIER

Date: October 2022
Job #: M11897
By: AK

Section A Breaking Wave Forces on Vertical Wall Notes (SWL = 11.7 ft NAVD88):

Notes:

1) Analysis is based on Miniken Method (1955, 1963). Miniken method can give wave forces that are extremeley high (15 to 18 times those calculated for non breaking waves)

2) From Chapter 7 pg. 7-99 of Shore Protection Manual Volume II by Army Corps of Engineers (1984)

Description of Terms:

P_m *(psf)*	Maximum dynamic pressure
H_b *(ft.)*	Breaking wave height
d_s *(ft.)*	Depth at the toe of the structure
d_b *(ft.)*	Depth of breaking wave
D (ft.)	Depth one wavelength in front of the wall
T (sec.)	Wave period
L_d *(ft.)*	Wave length in water of depth D
R_m *(lb/ft)*	Force represented by the area under the dynamic pressure distribution
M_m *(ft-lb /*	Moment resulting from the dynamic component of pressure
R_s *(lb/ft)*	Hydrostatic component of breaking wave on a wall
M_s *(ft-lb /*	Hydrostatic moment
R_t *(lb/ft)*	Total breaking wave force on wall per unit wall length
M_t *(ft-lb /*	Total moment about the toe
w (pcf)	Unit weight of water = 64 pcf

SECTION A, SWL = 11.7, ds/D = 0.23, T = 16 sec

H_b (ft.)	P_m (psf)	R_m (lb/ft)	M_m (ft-lb / ft)	R_s (lb/ft)	M_s (ft-lb / ft)	R_t (lb/ft)	M_t (ft-lb / ft)
2	192	128	474	707	1107	835	1581
4	384	512	1894	1040	1975	1552	3870
6	576	1152	4262	1436	3208	2588	7471
8	768	2048	7578	1897	4870	3945	12447
10	960	3200	11840	2422	7024	5622	18864
11	1056	3872	14326	2708	8306	6580	22632
12	1152	4608	17050	3011	9735	7619	26785
14	1344	6272	23206	3664	13067	9936	36274
16	1536	8192	30310	4380	17084	12572	47394
17.3	1660.8	9577	35436	4881	20092	14458	55528
18	1728	10368	38362	5161	21849	15529	60211
20	1920	12800	47360	6006	27428	18806	74788

WAVE FORCE RESULTS SUMMARY

LOVERS POINT PIER

Date: October 2022
Job #: M11897
By: AK

Section A Breaking Wave Forces on Vertical Wall Notes (SWL = 9.9 ft NAVD88):

Notes:
1) Analysis is based on Miniken Method (1955, 1963). Miniken method can give wave forces that are extremeley high (15 to 18 times those calc
2) From Chapter 7 pg. 7-99 of Shore Protection Manual Volume II by Army Corps of Engineers (1984)

Description of Terms:

P_m *(psf)*	Maximum dynamic pressure
H_b *(ft.)*	Breaking wave height
d_s *(ft.)*	Depth at the toe of the structure
d_b *(ft.)*	Depth of breaking wave
D (ft.)	Depth one wavelength in front of the wall
T (sec.)	Wave period
L_d *(ft.)*	Wave length in water of depth D
R_m *(lb/ft)*	Force represented by the area under the dynamic pressure distribution
M_m *(ft-lb /*	Moment resulting from the dynamic component of pressure
R_s *(lb/ft)*	Hydrostatic component of breaking wave on a wall
M_s *(ft-lb /*	Hydrostatic moment
R_t *(lb/ft)*	Total breaking wave force on wall per unit wall length
M_t *(ft-lb /*	Total moment about the toe
w (pcf)	Unit weight of water = 64 pcf

SECTION A, SWL = 9.9, ds/D = 0.23, T = 16 sec

H_b (ft.)	P_m (psf)	R_m (lb/ft)	M_m (ft-lb / ft)	R_s (lb/ft)	M_s (ft-lb / ft)	R_t (lb/ft)	M_t (ft-lb / ft)
2	128	85	162	269	260	354	422
4	256	341	649	487	633	828	1281
6	384	768	1459	768	1255	1536	2714
8	512	1365	2594	1114	2191	2479	4785
10	640	2133	4053	1524	3504	3657	7557
11	704	2581	4905	1752	4322	4334	9227
12	768	3072	5837	1997	5259	5069	11096
14	896	4181	7945	2535	7520	6716	15464
15.5	992	5125	9738	2980	9585	8105	19324
16	1024	5461	10377	3136	10350	8598	20726
18	1152	6912	13133	3802	13814	10714	26946
20	1280	8533	16213	4532	17975	13065	34188

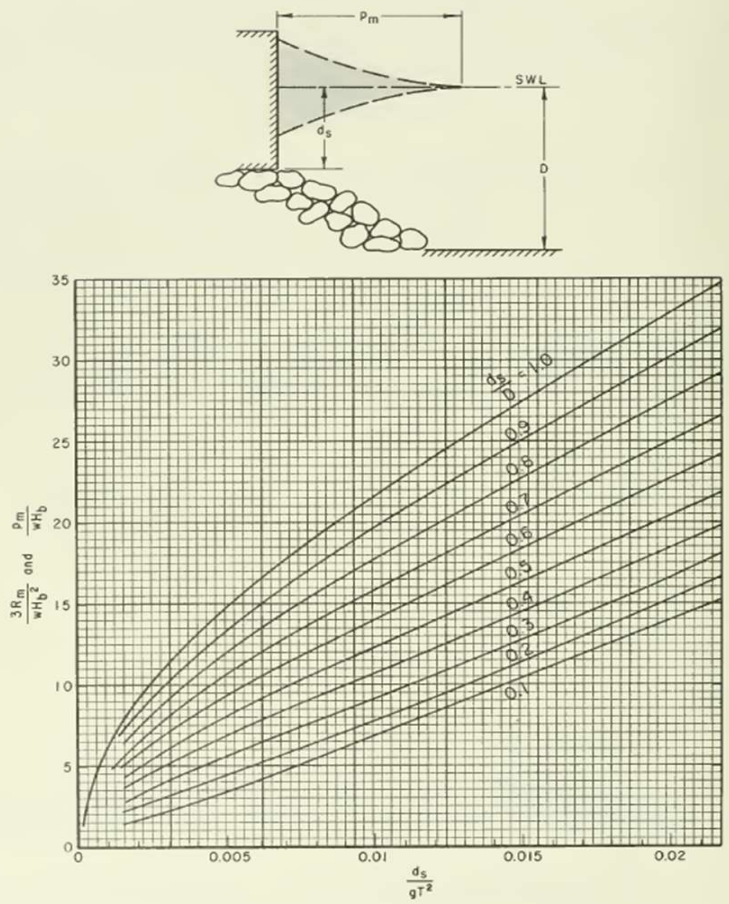


Figure 7-101. Dimensionless Minikin wave pressure and force.

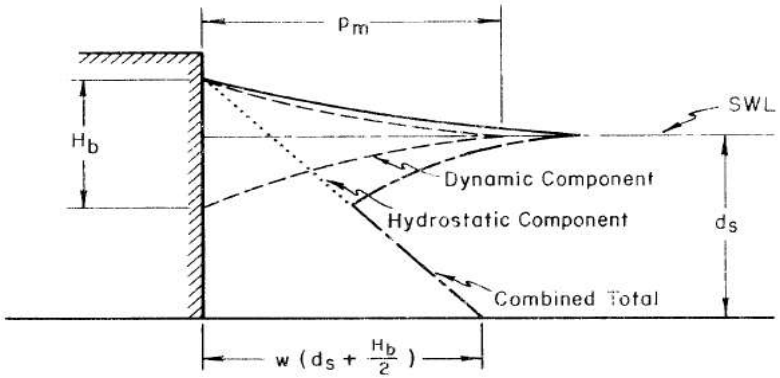


Figure 7-99. Minikin wave pressure diagram.

The maximum pressure assumed to act at the SWL is given by

$$p_m = 101\ w \frac{H_b}{L_D} \frac{d_s}{D} (D + d_s) \tag{7-85}$$

where p_m is the maximum dynamic pressure, H_b is the breaker height, d_s is the depth at the toe of the wall, D is the depth one wavelength in front of the wall, and L_D is the wavelength in water of depth D. The distribution of dynamic pressure is shown in Figure 7-99. The pressure decreases parabolically from p_m at the SWL to zero at a distance of $H_b/2$ above and below the SWL. The force represented by the area under the dynamic pressure distribution is

$$R_m = \frac{p_m H_b}{3} \tag{7-86}$$

i.e., the force resulting from dynamic component of pressure and the overturning moment about the toe is

$$M_m = R_m d_s = \frac{p_m H_b d_s}{3} \tag{7-87}$$

WAVE FORCE RESULTS SUMMARY FROM FEMA CCM VII

LOVERS POINT PIER

Date: October 2022

Job #: M11897

By: AK

Breaking Wave Loads on Vertical Walls FEMA Coastal Construction Manual Chapter 8.5.8.2

Note: Below calcs are based on case 1 (enclosed dry space behind wall see equation 8.6 below)

EQUATION 8.6. BREAKING WAVE LOAD ON VERTICAL WALLS

Case 1 (enclosed dry space behind wall):

$$f_{brkw} = 1.1 C_p \gamma_w d_s^2 + 2.4 \gamma_w d_s^2 \quad \text{(Eq. 8.6a)}$$

Case 2 (equal stillwater elevation on both sides of wall):

$$f_{brkw} = 1.1 C_p \gamma_w d_s^2 + 1.9 \gamma_w d_s^2 \quad \text{(Eq. 8.6b)}$$

where:

f_{brkw} = total breaking wave load per unit length of wall (lb/ft) acting at the stillwater elevation

C_p = dynamic pressure coefficient from Table 8-1

γ_w = specific weight of water (62.4 lb/ft³ for fresh water and 64.0 lb/ft³ for saltwater)

d_s = design stillwater flood depth (ft)

$$F_{brkw} = f_{brkw}(w) \quad \text{(Eq. 8.6c)}$$

where:

F_{brkw} = total breaking wave load (lb) acting at the stillwater elevation

f_{brkw} = total breaking wave load per unit length of wall (lb/ft) acting at the stillwater elevation

w = width of wall (ft)

SECTION A, CP = 1.6, WRUP CALCULATED MAXIMUM BREAKING WAVE GIVEN WAVE PERIOD				
SWL (ft.)	TOW (ft.)	h (ft.)	d_s (ft.)	f_{brkw} (lb/ft)
11.7	14.5	6.5	3.7	3645
9.9	14.5	6.5	1.9	961

SECTION A, CP = 1.6, USER SPECIFIED WAVE HEIGHT, WAVE HEIGHT FROM SWAN ANALYSIS				
SWL (ft.)	TOW (ft.)	h (ft.)	d_s (ft.)	f_{brkw} (lb/ft)
11.7	14.5	6.5	3.7	3645
9.9	14.5	6.5	1.9	961

Table 8-1. Value of Dynamic Pressure Coefficient (C_p) as a Function of Probability of Exceedance

C_p	Building Type	Probability of Exceedance
1.6	Buildings and other structures that represent a low hazard to human life or property in the event of failure	0.5
2.8	Coastal residential building	0.01
3.2	Buildings and other structures, the failure of which could pose a substantial risk to human life	0.002
3.5	High-occupancy building or critical facility or those designated as essential facilities	0.001

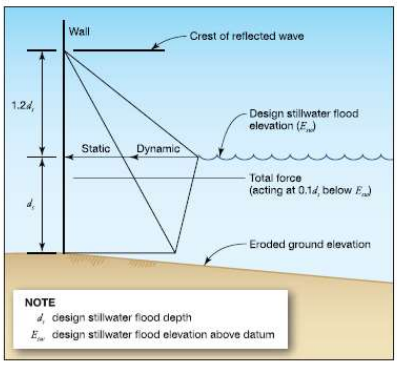


Figure 8-9. Breaking wave pressure distribution against a vertical wall

APPENDIX C
RIP RAP REVETMENT EVALUATION AND BOULDER SIZING

RED # = BOULDER INVENTORY NUMBER

GREEN # = PLAN VIEW AREA OF BOULDER (SF)

AREAS IN SQ FT

HKA CALC SHEET - NOT PART OF PLAN SET

0 5 10 15

FEET
1 inch = 5 ft.

REVISIONS	BY

HKA CALC SHEET - NOT PART OF PLAN SET
LOVERS POINT PIER BAND-AID REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
WATSONVILLE, CA 95076 (831) 722-4175

Date	10-20-2022
Scale	AS SHOWN
Drawn	MF
Job	
Sheet	

D:\2000\Lovers Point Pier\2022-10-20 LOVERS POINT PIER REPAIR.dwg, 10/20/2022 4:18:04 PM

Lovers Point Rip Rap sample **October 20, 2022**

122 Boulders Measured Adjacent to

Boulder #	Top View Area Ft^2	Top View Radius^2 Ft^2	Top View Radius Ft	*Volume Ft^3	Tons
68	32.7	10.4	3.2	105.5	8.7
67	31.8	10.1	3.2	101.2	8.3
38	27.6	8.8	3.0	81.8	6.7
118	27.0	8.6	2.9	79.2	6.5
91	25.3	8.1	2.8	71.8	5.9
59	24.8	7.9	2.8	69.7	5.7
16	24.7	7.9	2.8	69.3	5.7
104	24.7	7.9	2.8	69.3	5.7
99	24.0	7.6	2.8	66.3	5.5
9	20.8	6.6	2.6	53.5	4.4
1	20.4	6.5	2.5	52.0	4.3
120	19.9	6.3	2.5	50.1	4.1
28	19.8	6.3	2.5	49.7	4.1
6	19.6	6.2	2.5	49.0	4.0
97	18.0	5.7	2.4	43.1	3.6
117	18.0	5.7	2.4	43.1	3.6
76	17.7	5.6	2.4	42.0	3.5
57	17.3	5.5	2.3	40.6	3.3
58	17.3	5.5	2.3	40.6	3.3
27	17.2	5.5	2.3	40.2	3.3
30	17.2	5.5	2.3	40.2	3.3
96	16.6	5.3	2.3	38.2	3.1
18	16.5	5.3	2.3	37.8	3.1
102	16.4	5.2	2.3	37.5	3.1
93	16.3	5.2	2.3	37.1	3.1
69	16.1	5.1	2.3	36.4	3.0
33	15.9	5.1	2.2	35.8	3.0
80	15.9	5.1	2.2	35.8	3.0
95	15.7	5.0	2.2	35.1	2.9
81	15.5	4.9	2.2	34.4	2.8
105	15.5	4.9	2.2	34.4	2.8
121	15.5	4.9	2.2	34.4	2.8
101	15.3	4.9	2.2	33.8	2.8
54	15.2	4.8	2.2	33.4	2.8
72	15.2	4.8	2.2	33.4	2.8
39	15.0	4.8	2.2	32.8	2.7
48	14.8	4.7	2.2	32.1	2.7
85	14.8	4.7	2.2	32.1	2.7
32	14.7	4.7	2.2	31.8	2.6
53	14.5	4.6	2.1	31.2	2.6
41	14.3	4.6	2.1	30.5	2.5
113	14.3	4.6	2.1	30.5	2.5

98	14.2	4.5	2.1	30.2	2.5
109	14.2	4.5	2.1	30.2	2.5
61	13.9	4.4	2.1	29.2	2.4
103	13.7	4.4	2.1	28.6	2.4
70	13.5	4.3	2.1	28.0	2.3
75	13.5	4.3	2.1	28.0	2.3
3	13.3	4.2	2.1	27.4	2.3
17	13.2	4.2	2.0	27.1	2.2
26	13.2	4.2	2.0	27.1	2.2
122	13.0	4.1	2.0	26.4	2.2
115	12.9	4.1	2.0	26.1	2.2
31	12.7	4.0	2.0	25.5	2.1
21	12.6	4.0	2.0	25.2	2.1
24	12.6	4.0	2.0	25.2	2.1
77	12.3	3.9	2.0	24.3	2.0
90	12.3	3.9	2.0	24.3	2.0
108	12.3	3.9	2.0	24.3	2.0
40	12.1	3.9	2.0	23.7	2.0
106	11.8	3.8	1.9	22.9	1.9
35	11.6	3.7	1.9	22.3	1.8
78	11.5	3.7	1.9	22.0	1.8
46	11.2	3.6	1.9	21.1	1.7
82	11.2	3.6	1.9	21.1	1.7
92	11.2	3.6	1.9	21.1	1.7
60	11.1	3.5	1.9	20.9	1.7
34	10.8	3.4	1.9	20.0	1.7
89	10.8	3.4	1.9	20.0	1.7
22	10.7	3.4	1.8	19.7	1.6
100	10.7	3.4	1.8	19.7	1.6
112	10.7	3.4	1.8	19.7	1.6
44	10.6	3.4	1.8	19.5	1.6
94	10.6	3.4	1.8	19.5	1.6
50	10.5	3.3	1.8	19.2	1.6
52	10.5	3.3	1.8	19.2	1.6
74	10.5	3.3	1.8	19.2	1.6
15	10.4	3.3	1.8	18.9	1.6
11	10.3	3.3	1.8	18.7	1.5
43	10.3	3.3	1.8	18.7	1.5
79	10.2	3.2	1.8	18.4	1.5
12	10.1	3.2	1.8	18.1	1.5
63	10.1	3.2	1.8	18.1	1.5
110	10.1	3.2	1.8	18.1	1.5
116	10.1	3.2	1.8	18.1	1.5
83	10.0	3.2	1.8	17.8	1.5
119	10.0	3.2	1.8	17.8	1.5
5	9.9	3.2	1.8	17.6	1.4
13	9.7	3.1	1.8	17.0	1.4

20	9.7	3.1	1.8	17.0	1.4
86	9.7	3.1	1.8	17.0	1.4
45	9.5	3.0	1.7	16.5	1.4
49	9.5	3.0	1.7	16.5	1.4
7	9.4	3.0	1.7	16.3	1.3
111	9.4	3.0	1.7	16.3	1.3
87	9.2	2.9	1.7	15.7	1.3
2	9.1	2.9	1.7	15.5	1.3
71	9.0	2.9	1.7	15.2	1.3
47	8.9	2.8	1.7	15.0	1.2
19	8.8	2.8	1.7	14.7	1.2
42	8.8	2.8	1.7	14.7	1.2
37	8.6	2.7	1.7	14.2	1.2
55	8.6	2.7	1.7	14.2	1.2
114	8.6	2.7	1.7	14.2	1.2
14	8.4	2.7	1.6	13.7	1.1
64	8.3	2.6	1.6	13.5	1.1
51	8.2	2.6	1.6	13.2	1.1
4	8.1	2.6	1.6	13.0	1.1
107	8.1	2.6	1.6	13.0	1.1
29	8.0	2.5	1.6	12.8	1.1
10	7.9	2.5	1.6	12.5	1.0
36	7.9	2.5	1.6	12.5	1.0
8	7.7	2.5	1.6	12.1	1.0
66	7.7	2.5	1.6	12.1	1.0
88	7.4	2.4	1.5	11.4	0.9
62	7.2	2.3	1.5	10.9	0.9
56	7.1	2.3	1.5	10.7	0.9
65	6.5	2.1	1.4	9.3	0.8
84	6.4	2.0	1.4	9.1	0.8
73	6.3	2.0	1.4	8.9	0.7
23	6.0	1.9	1.4	8.3	0.7
25	4.7	1.5	1.2	5.7	0.5

ASSUMPTION (field check suggests this is reasonable)

* Volume (ft^3)= plan view surface area of boulder (ft^2)times radius (ft)

boulders are typically placed lying flat; thinnest dimension is vertical

CATEGORIES

Weight Class	# of Boulders in Sam	Weight of Class	% By Weight of Total Sample
8+ Tons	2	17	6%
5 to 7 Tons	7	42	14%
4 to 5 Tons	5	21	7%
3 to 4 Tons	14	46	16%
2 to 3 Tons	32	80	27%
1 to 2 Tons	54	81	28%
0.5 to 1 Ton	8	6	2%
Total	122	293	

By Weight the Mean Boulder Size is about 2.75 Tons
By Number of Boulders Mean Boulder Size is about 2 Tons

Note than many boulders less than 0.5 Tons were NOT included in sample

Rip-Rap Sizing and Stability

Lovers Point Pier Repair

Date: Oct 2022
Job #: M11897
By: AK

Stability of Rubble Structures

Notes:

1) Analysis is based on Chapter 7.III.7 pg. 7-202 of Shore Protection Manual Volume II by Army Corps of Engineers (1984)
2) H taken from WRUP

Description of Terms:

W (lb)	Weight in pounds of an individual armor unit in the primary cover
w_r *(pcf)*	Unite weight of armor units (limestone & granite =~165pcf)
H (ft.)	Design wave height (from WRUP analysis)
S_r	Specific weight of armor unit, relative to the water at the site (w_r / w_w)
w_w *(pcf)*	Unit weight of water (seawater = 64 pcf)
θ (˚)	Angle of structure slope measured from horizontal in degrees
K_D	Stability coefficient (table 7-8)

SECTION A, Scour Profile	
w_r *(pcf)*	165.0
S_r	2.6
w_w *(pcf)*	64.0
θ (˚)	6.0
K_D	2.0

~10H:1V

$$W = \frac{w_r H^3}{K_D (S_r - 1)^3 \cot \theta} \qquad (7\text{-}116)$$

Section A, Method: Calculate Maximum Breaking Wave Height Given Wave Period

Year	*SWL (ft)*	*H (ft.)*	*W (lb)*	*W (ton)*
2022	9.9	15.5	8,216	4.1
2072	11.7	17.3	11,423	5.7

Reduced wave height to account for waves braking outside and rolling in as whitewater

Year	*SWL (ft)*	*H (ft.)*	*W (lb)*	*W (ton)*
2022	9.9	8.463	1,337	0.7
2072	11.7	9.4458	1,859	0.9

Section A, Method: User Specifeid Deep Water Wave Height: Wave Heights From Swan Analysis

Year	*SWL (ft)*	*H (ft.)*	*W (lb)*	*W (ton)*
2022	9.9	14.4	6,588	3.3
2072	11.7	14.4	6,588	3.3

APPENDIX D
COASTAL AND GEOTECHNICAL ENGINEERING FIELD EXPLORATION

FOR UPPER AND LOWER DECK

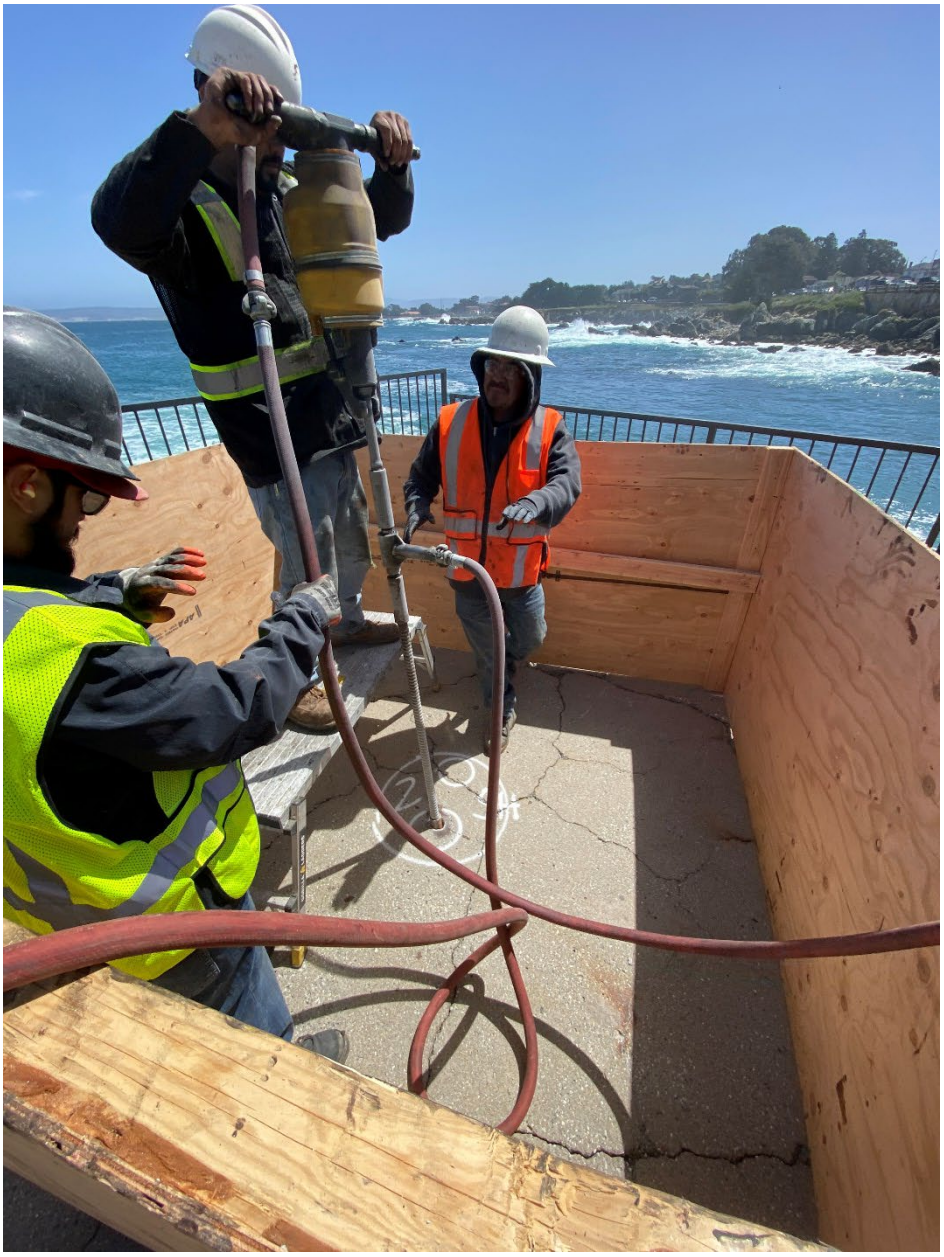
DRILLED HOLE 1 (DH-1) “UPPER DECK” 4-5-2022



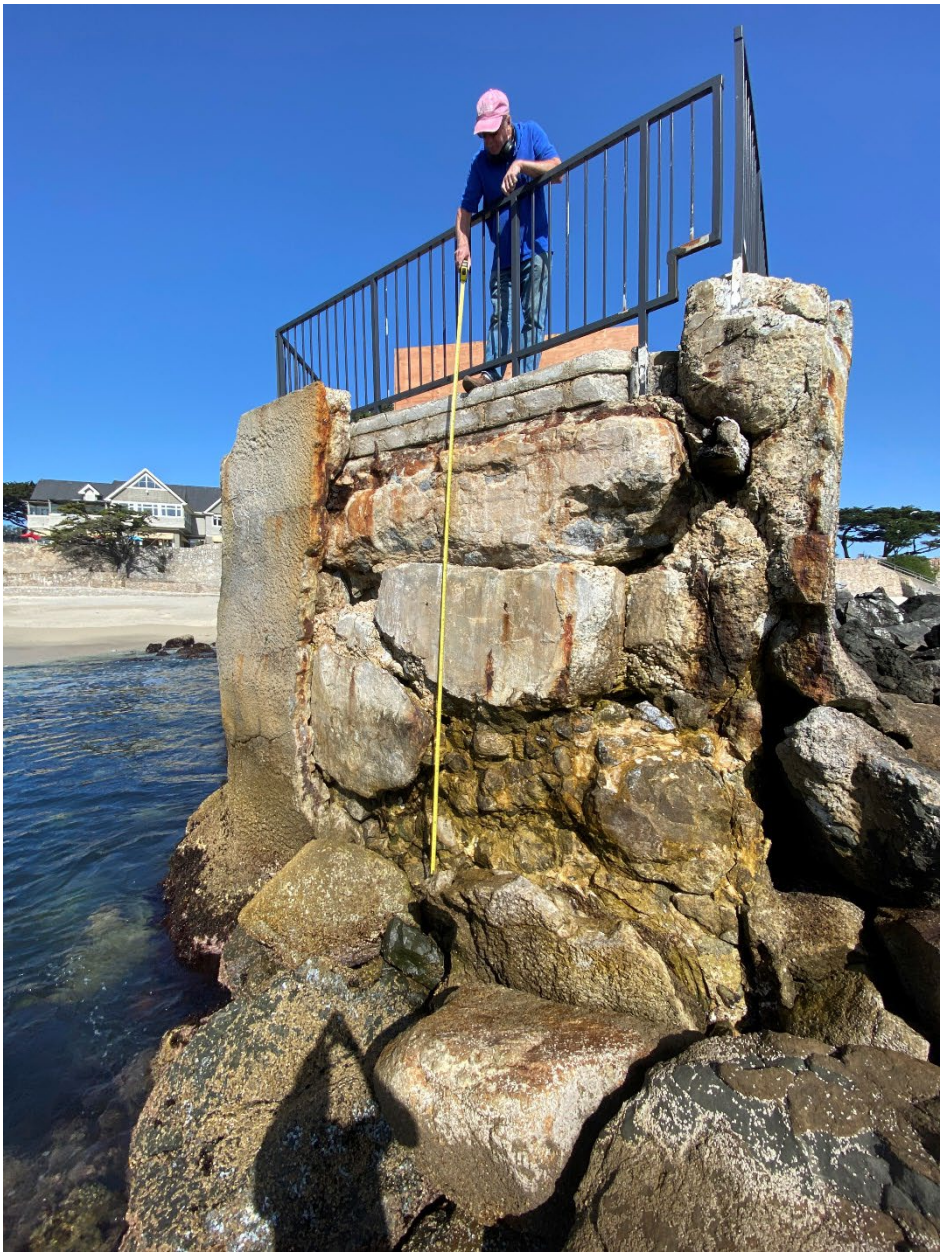
DRILLED HOLE 2 “UPPER DECK” (DH-2) 4-5-2022



DRILLED HOLE 2 “UPPER DECK” (DH-2) 4-5-2022



COMPARING FINDINGS WITH OBSERVATIONS OF EXTERIOR



DRILLED HOLE 3 (DH-3) “LOWER DECK” 4-6-2022



CORE HOLE (CH-2) UPPER DECK 4-7-2022



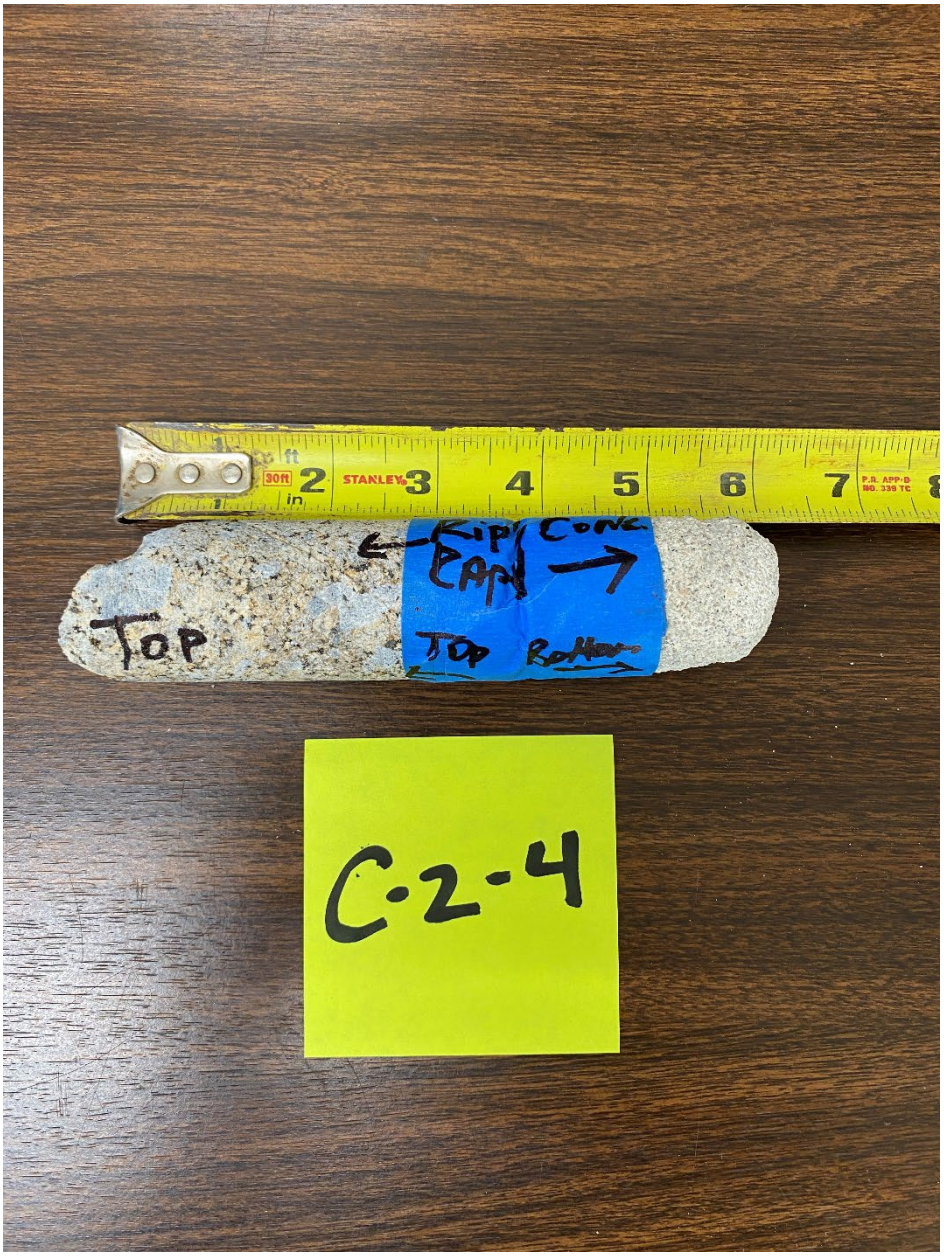
CORE HOLE 3 (CH-3) LOWER DECK



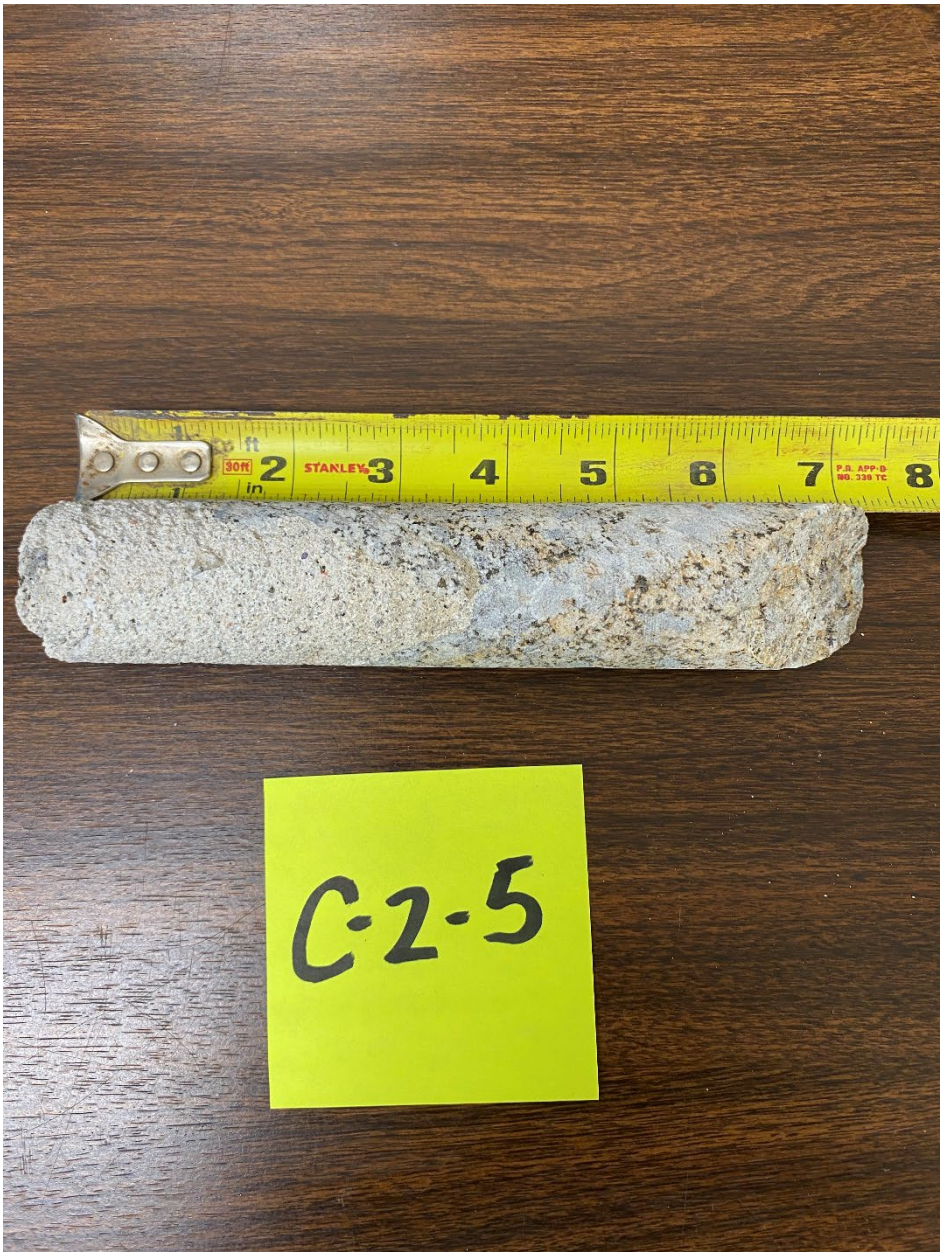
CORE C-2-3 UPPER DECK DEPTH = 40 INCHES



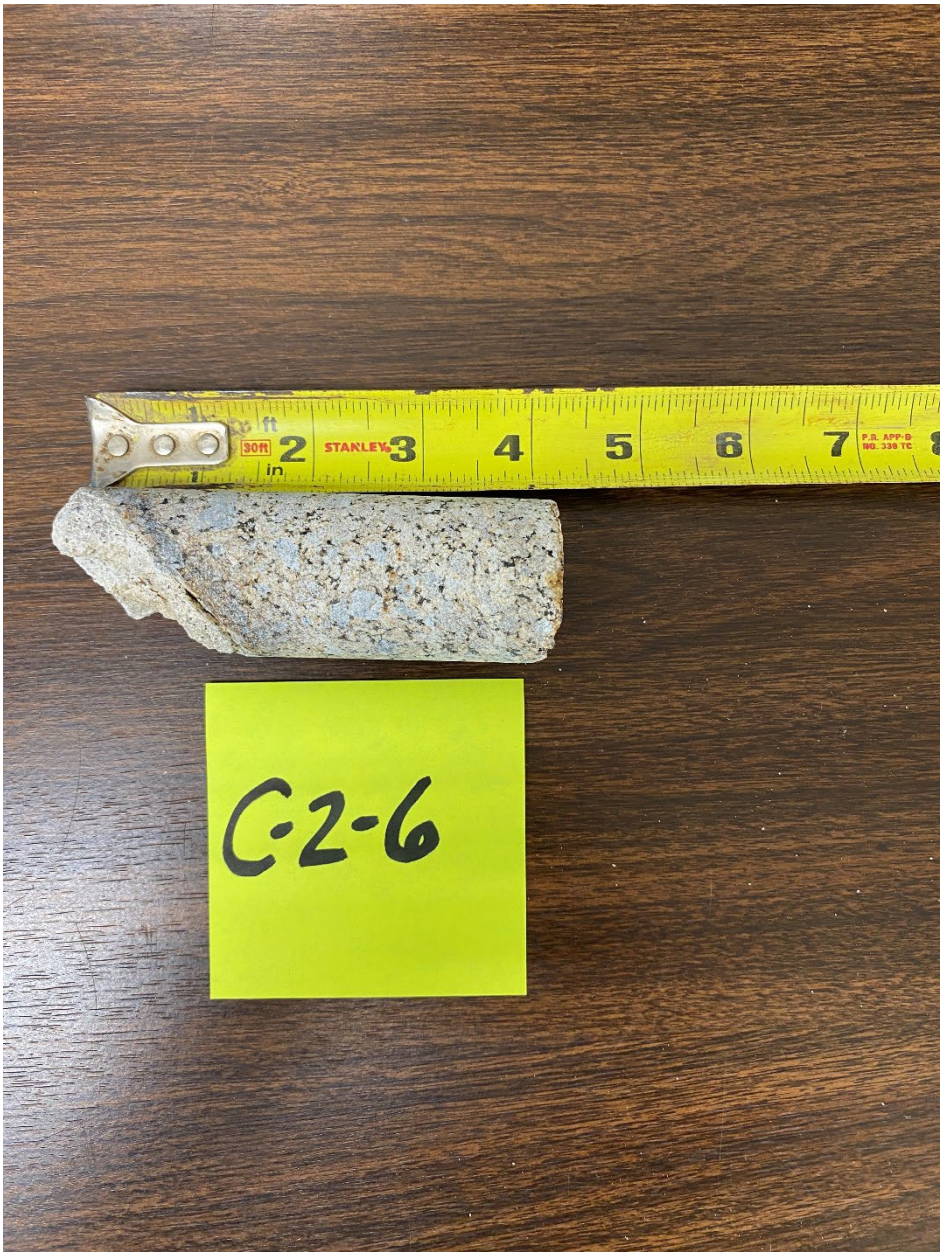
CORE C-2-4 UPPER DECK DEPTH = 67.5 INCHES



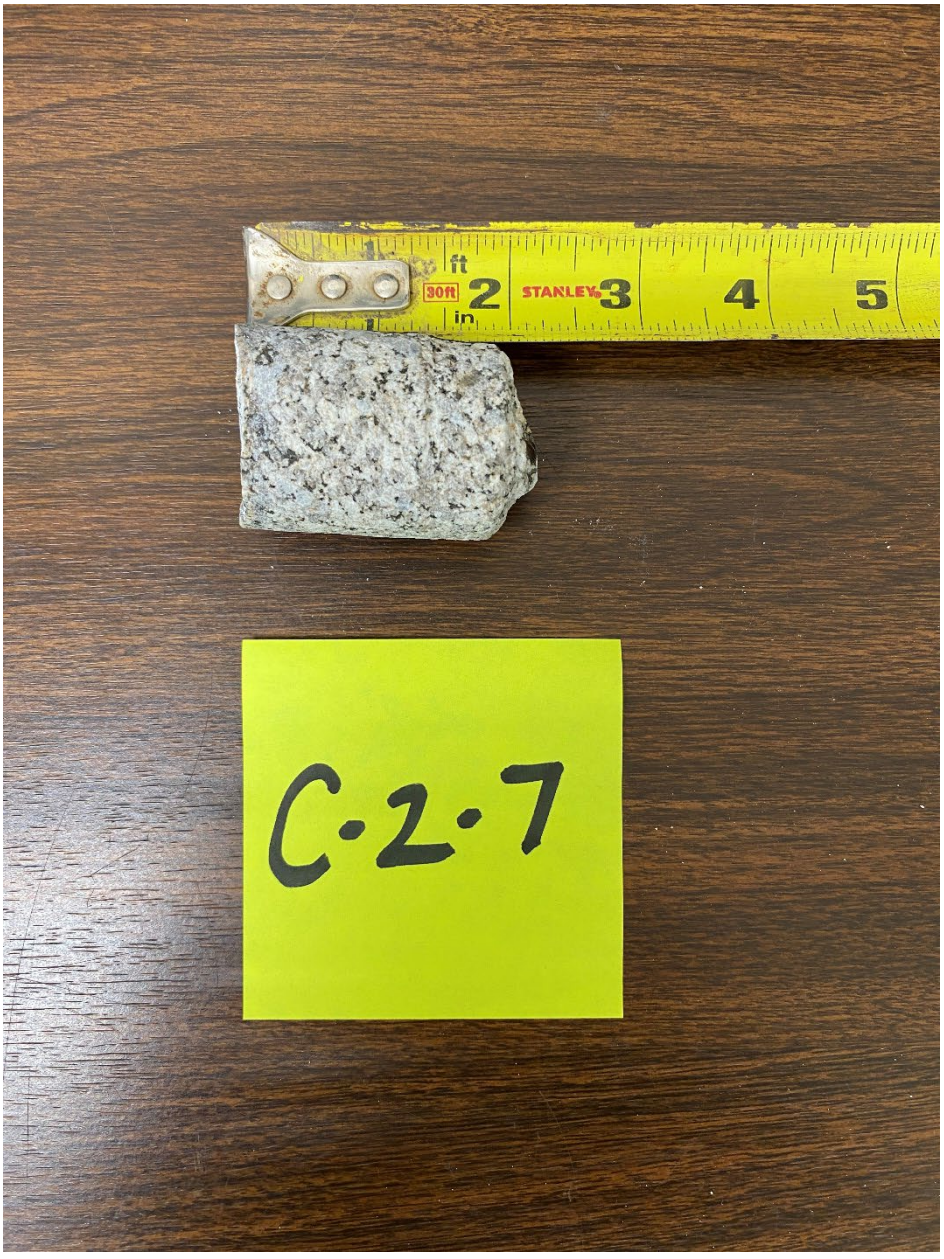
CORE C-2-5 UPPER DECK DEPTH = 40 INCHES



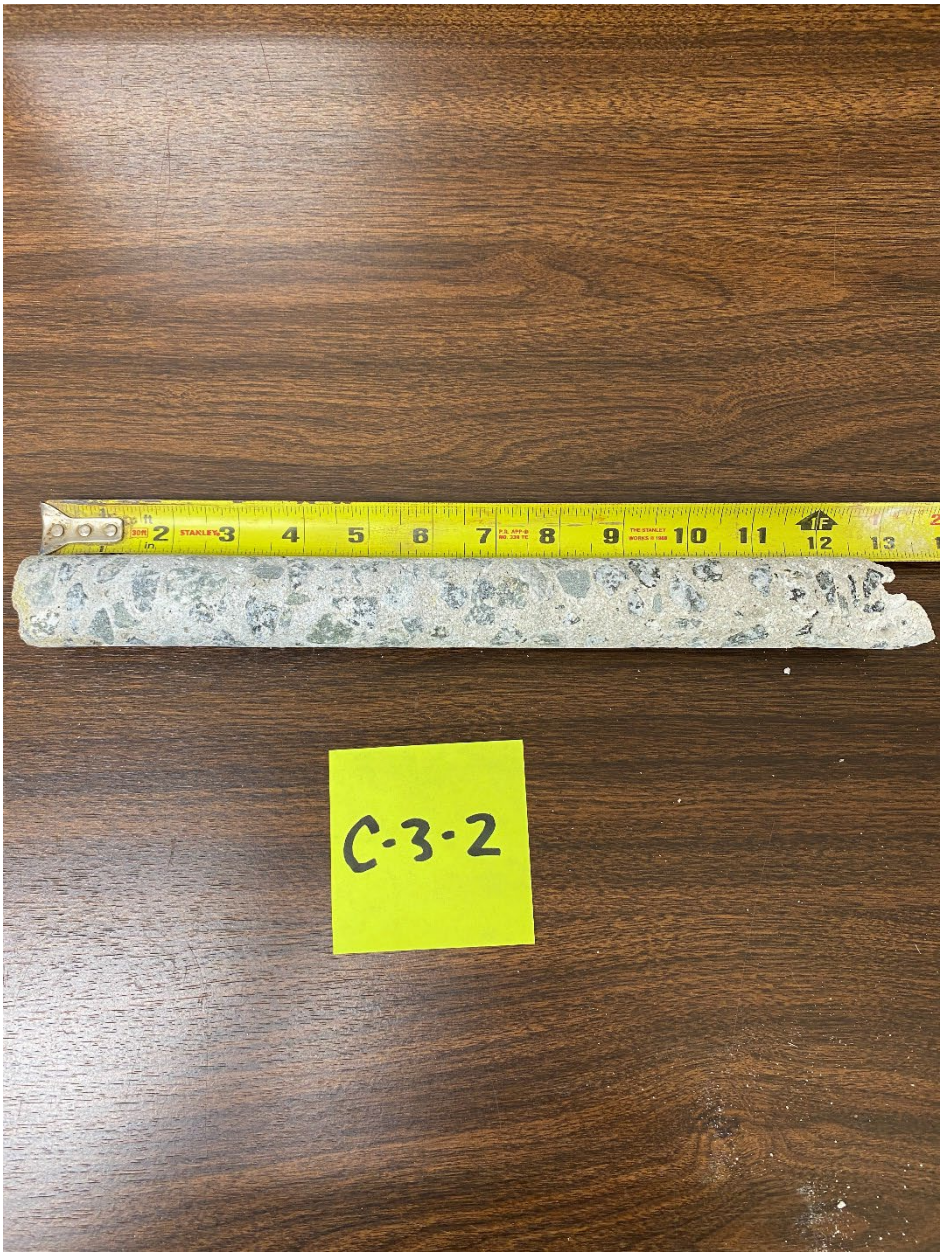
CORE C-2-6 UPPER DECK DEPTH = 75 INCHES



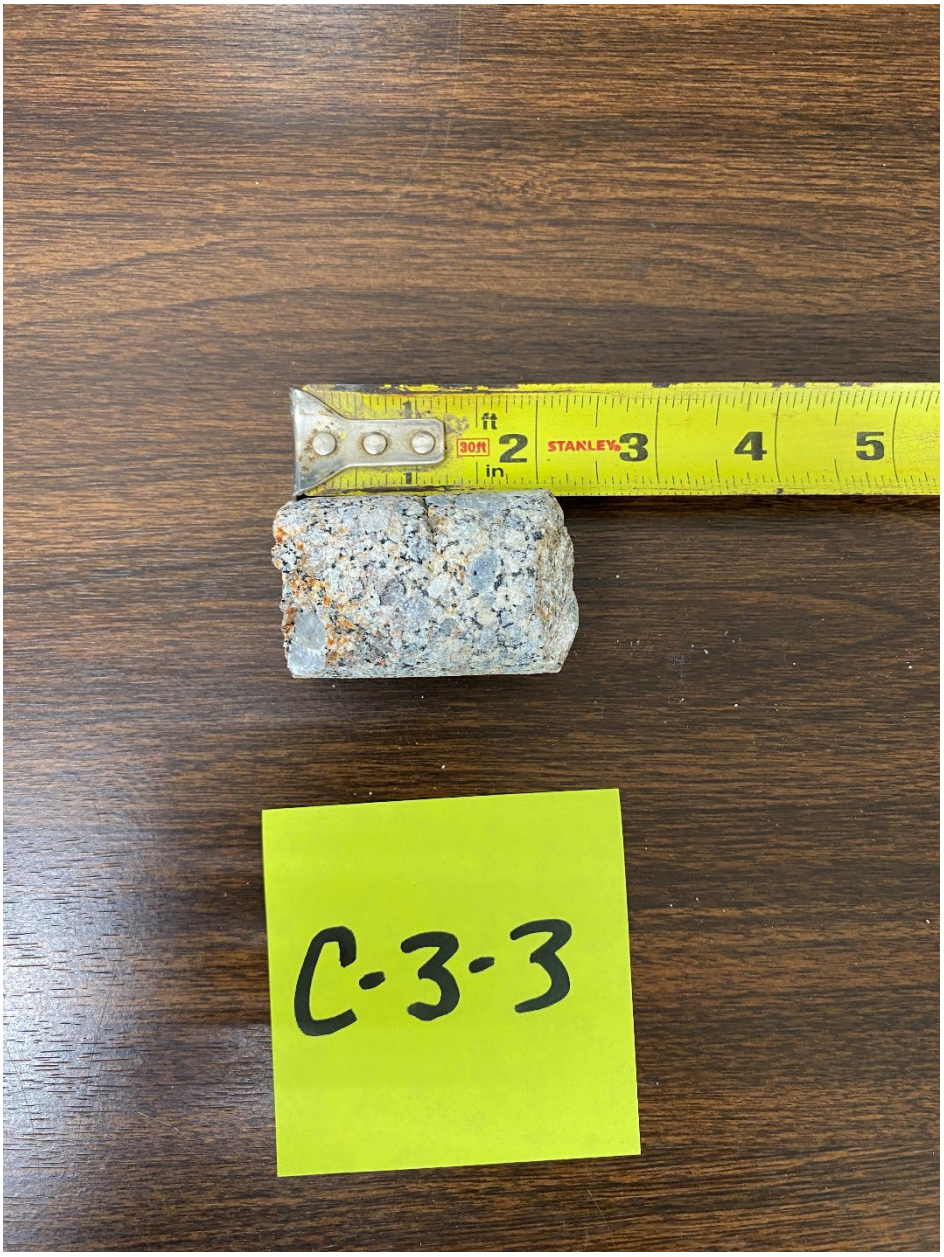
CORE C-2-7 UPPER DECK DEPTH 89 INCHES



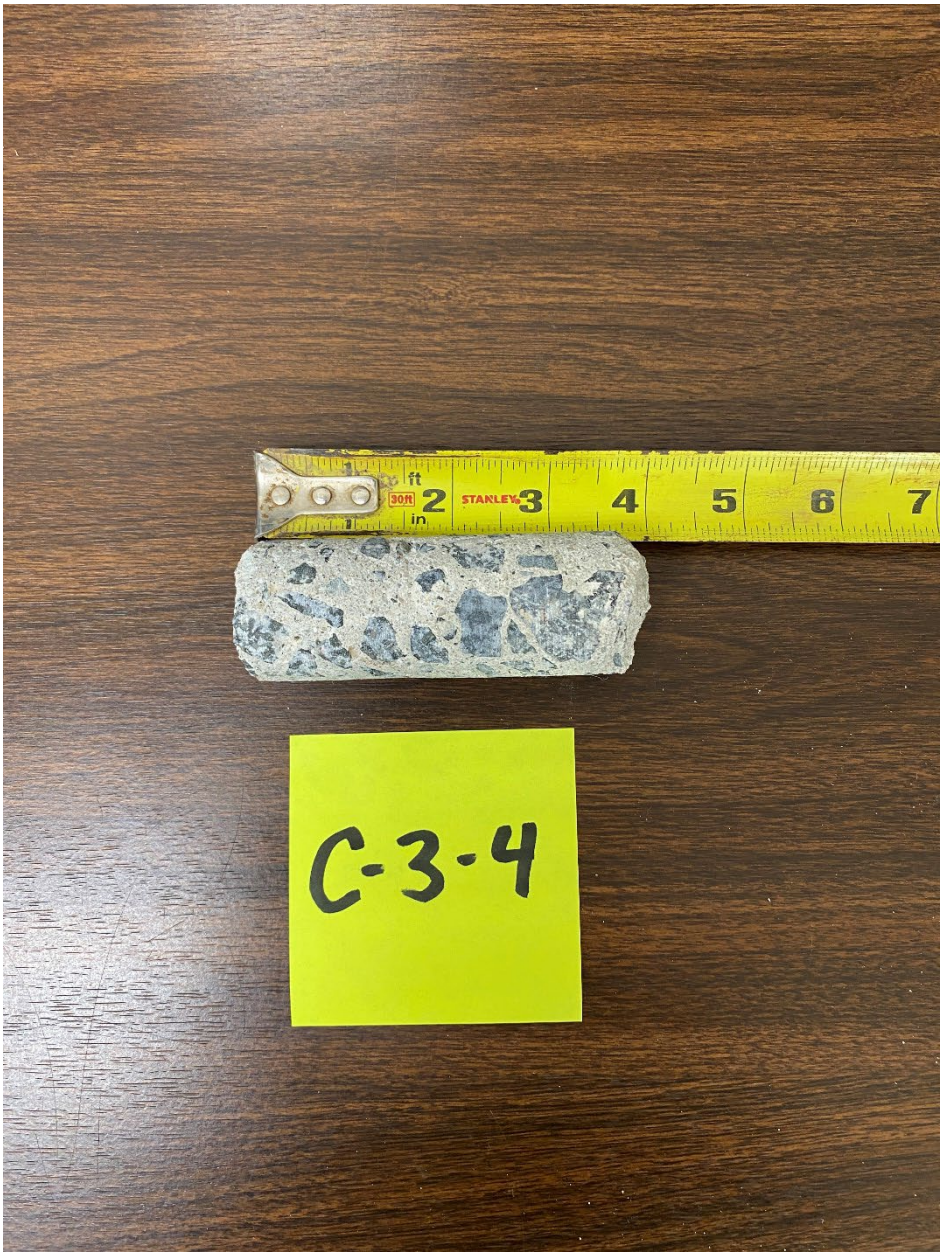
CORE C-3-2 LOWER DECK DEPTH = 22 INCHES



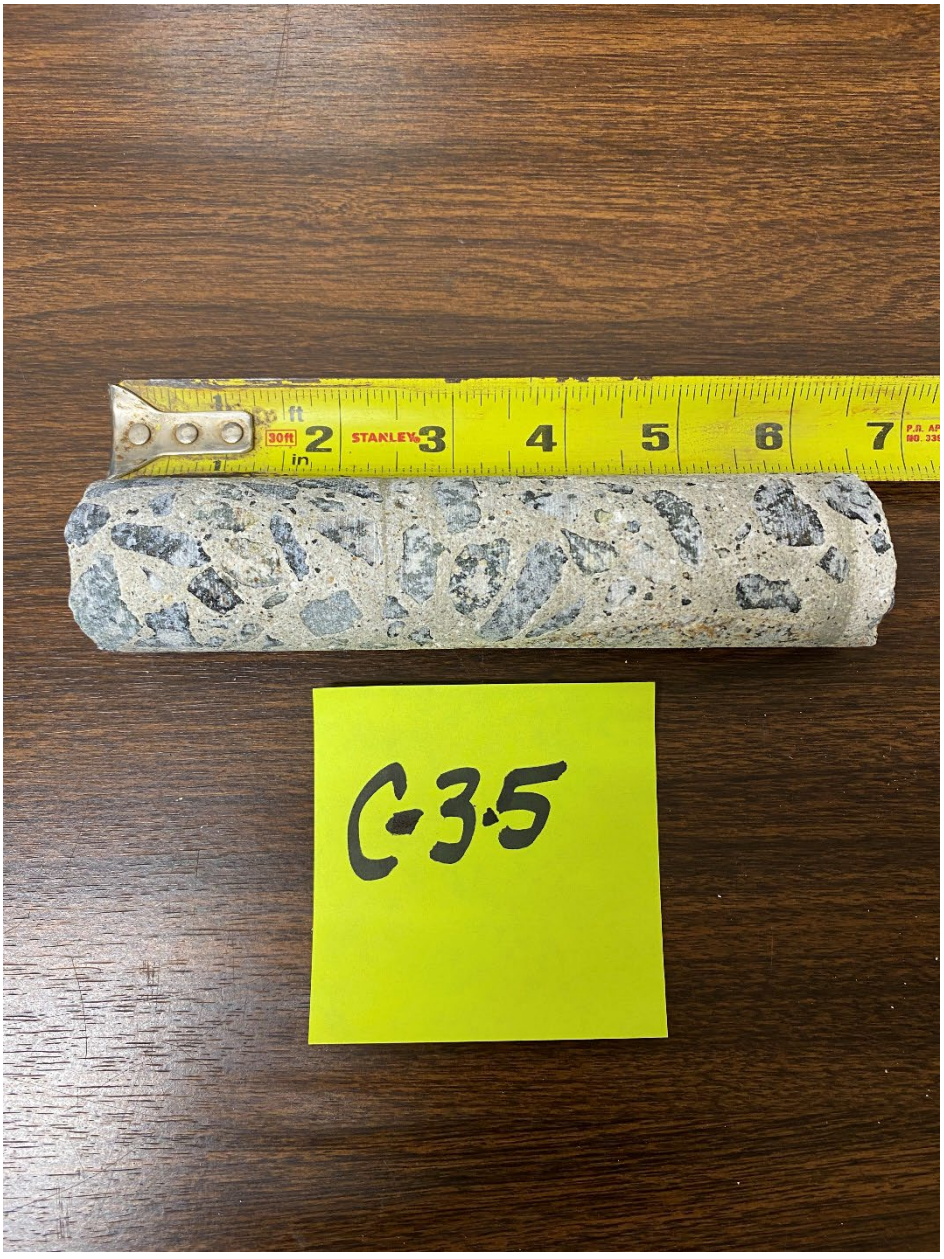
CORE C-3-3 LOWER DECK DEPTH = 38 INCHES



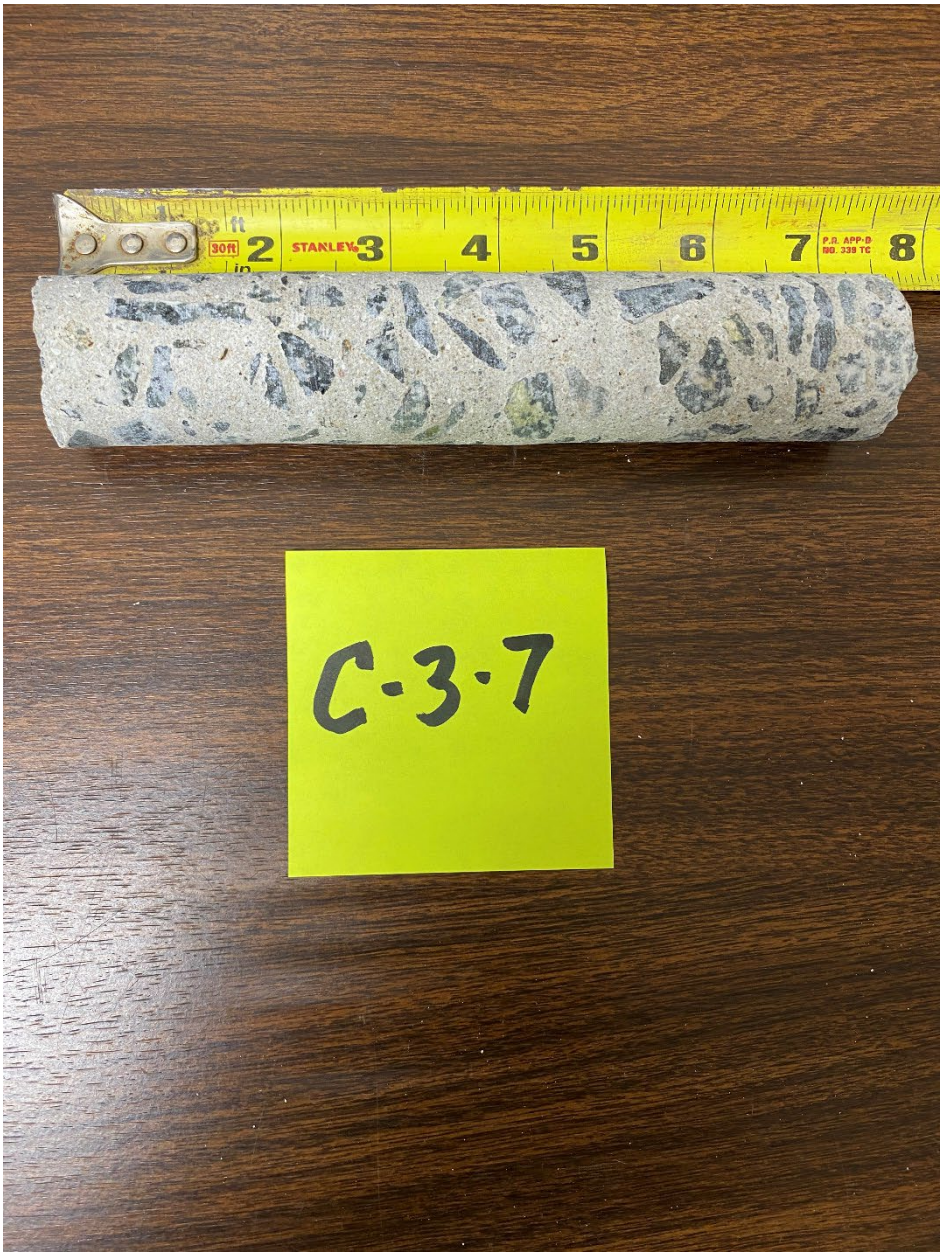
CORE C-3-4 LOWER DECK DEPTH = 45 INCHES



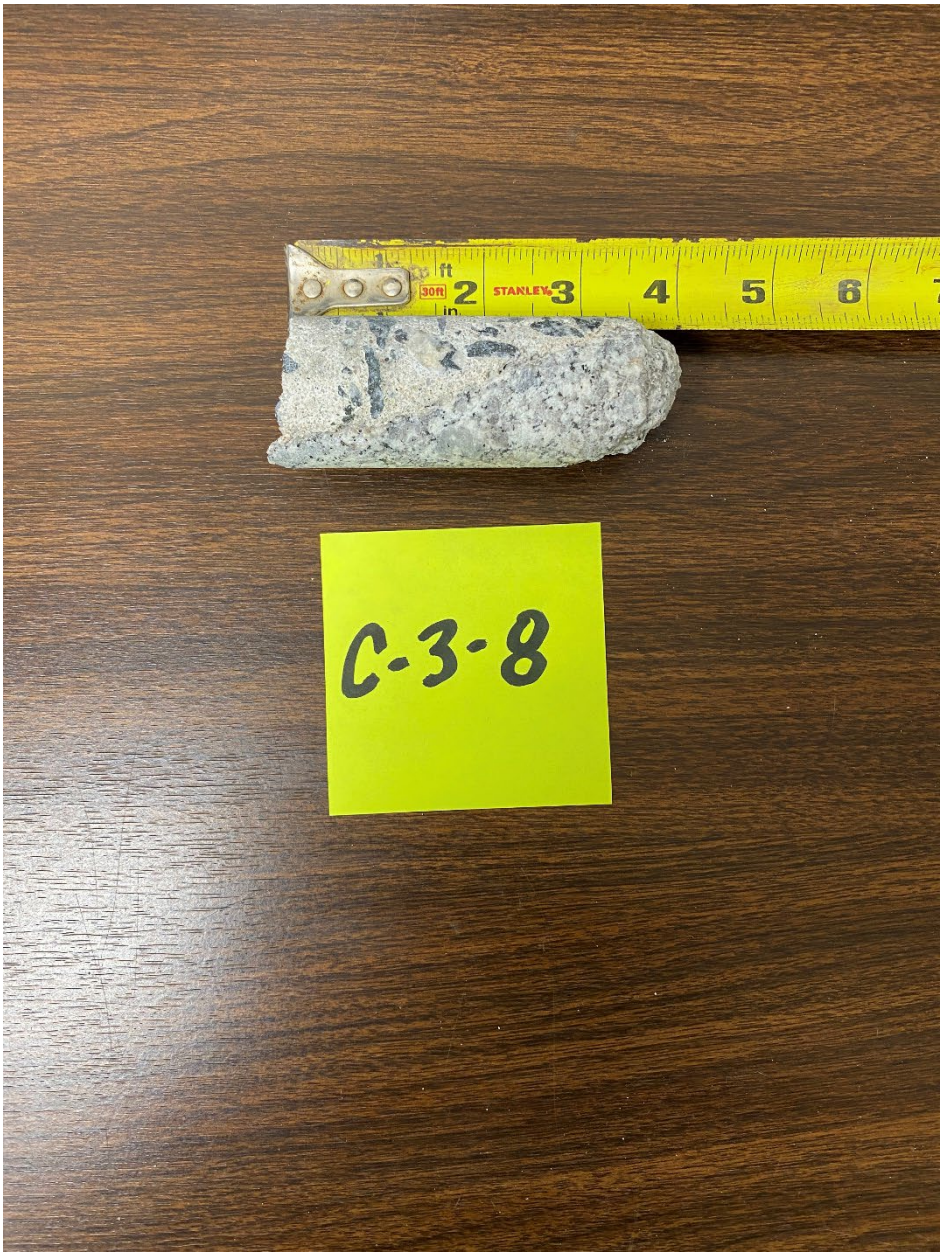
CORE C-3-5 LOWER DECK DEPTH = 52 INCHES



CORE C-3-7 LOWER DECK DEPTH = 59 INCHES



CORE C-3-8 LOWER DECK DEPTH = 83 INCHES



COMPRESSIVE STRENGTH
ASTM C39

Date: April 11, 2022 **Project:** Lovers Point Pier

Client: HKA **Project No:** 16129.26

Clients Project No: 11897.1 **Material Type:** Concrete

Sample Set No: C-21 **Sample Type:** 1" cylinder

Sample Location/Notes Lovers Point Pier - C21

Cylinder Capping Method Used: Sulfur Caps - C617

Cored Date:	4/7/2022	**Notes:**
Test Date :	4/11/2022	**Sample C-21: Diameter is 1.44", Uncut length is 4.01", no cutes grooves or voids in core.**
Cored By:	HKA	
Design Strength (psi):	N/A	
Sampling Method Used:	ASTM C42	

Sample No:	1
Date Tested:	4/12/2022
Time Tested:	10:01 AM
Age at Test (days):	**5**
Ave. Diameter (in.):	1.44
Cross-Sectional Area (in^2):	1.63
Length (in):	2.87
Total Load (lbs.):	5,070
Compressive Strength (psi):	**3110**
Type of Break (C39 - Fig. 2):	2
Average Compressive Strength (psi):	**3110**

Results relate only to the items inspected or tested. This report shall not be reproduced, except in full, without the proper written approval of Pacific Crest Engineering.

The above samples and tests performed are in compliance with the approved project plans and specifications.

Chris Johnson - Supervising Engineer | Tested By - Brian Apolinario | 4/12/22 Date Issued

COMPRESSIVE STRENGTH
ASTM C39

Date: April 11, 2022 **Project:** Lovers Point Pier

Client: HKA **Project No:** 16129.26

Clients Project No: 11897.1 **Material Type:** Masonry

Sample Set No: C-22 **Sample Type:** 1" cylinder

Sample Location/Notes Lovers Point Pier - C21

Cylinder Capping Method Used: Sulfur Caps - C617

Cored Date:	4/7/2022	**Notes:**
Test Date :	4/12/2022	**Sample C-22: Diameter is 1.45", Uncut Length is 6.34",sample has some large aggregate within it. No voids.**
Cored By:	HKA	
Design Strength (psi):	N/A	
Sampling Method Used:	ASTM C42	

Sample No:	1
Date Tested:	4/12/2022
Time Tested:	10:01 AM
Age at Test (days):	**5**
Ave. Diameter (in.):	1.45
Cross-Sectional Area (in^2):	1.65
Length (in):	2.82
Total Load (lbs.):	12,170
Compressive Strength (psi):	**7370**
Type of Break (C39 - Fig. 2):	2
Average Compressive Strength (psi):	**7370**

Results relate only to the items inspected or tested. This report shall not be reproduced, except in full, without the proper written approval of Pacific Crest Engineering.

The above samples and tests performed are in compliance with the approved project plans and specifications.

Chris Johnson - Supervising Engineer | Tested By - Brian Apolinario | 4/14/22 Date Issued


N2-U
KORSELON
NYLON COAT


1
2
3
4
N
N
U





COMPRESSIVE STRENGTH
ASTM C39

Date: April 11, 2022 **Project:** Lovers Point Pier

Client: HKA **Project No:** 16129.26

Clients Project No: 11897.1 **Material Type:** Masonry

Sample Set No: C-31 **Sample Type:** 1" cylinder

Sample Location/Notes Lovers Point Pier - C21

Cylinder Capping Method Used: Sulfur Caps - C617

Cored Date:	4/7/2022	**Notes:**
Test Date :	4/13/2022	**Sample C-31:** Diameter 1.37", Uncut Length 9.54", 3/8" - 1/2" Agg. Present. Sample to be cut 2.74" from top
Cored By:	HKA	
Design Strength (psi):	N/A	
Sampling Method Used:	ASTM C42	

Sample No:	1
Date Tested:	4/13/2022
Time Tested:	10:01 AM
Age at Test (days):	**5**
Ave. Diameter (in.):	1.37
Cross-Sectional Area (in^2):	1.47
Length (in):	2.82
Total Load (lbs.):	4,700
Compressive Strength (psi):	**3190**
Type of Break (C39 - Fig. 2):	3
Average Compressive Strength (psi):	**3190**

Results relate only to the items inspected or tested. This report shall not be reproduced, except in full, without the proper written approval of Pacific Crest Engineering.

The above samples and tests performed are in compliance with the approved project plans and specifications.

Chris Johnson - Supervising Engineer

Tested By - Brian Apolinario

4/14/22
Date Issued


C-31


1
2
3
4





COMPRESSIVE STRENGTH
ASTM C39

Date: April 11, 2022 **Project:** Lovers Point Pier

Client: HKA **Project No:** 16129.26

Clients Project No: 11897.1 **Material Type:** Masonry

Sample Set No: C-36 **Sample Type:** 1" cylinder

Sample Location/Notes Lovers Point Pier - C21

Cylinder Capping Method Used: Sulfur Caps - C617

Cored Date:	4/7/2022	**Notes:**
Test Date :	4/13/2022	**Sample C-36:** Diameter 1.44", Uncut Length 7.31", Various 3/8" - 3/4" Agg. Present. Some Voids.
Cored By:	HKA	
Design Strength (psi):	N/A	
Sampling Method Used:	ASTM C42	

Sample No:	1
Date Tested:	4/13/2022
Time Tested:	10:01 AM
Age at Test (days):	**5**
Ave. Diameter (in.):	1.44
Cross-Sectional Area (in^2):	1.63
Length (in):	2.83
Total Load (lbs.):	7,120
Compressive Strength (psi):	**4370**
Type of Break (C39 - Fig. 2):	3
Average Compressive Strength (psi):	**4370**

Results relate only to the items inspected or tested. This report shall not be reproduced, except in full, without the proper written approval of Pacific Crest Engineering.

The above samples and tests performed are in compliance with the approved project plans and specifications.

Chris Johnson - Supervising Engineer

Tested By - Brian Apolinario

4/14/22
Date Issued


3-C


1
2
3
4







NOTES:
1. BASE MAP FROM GOOGLE EARTH 2020

KEY: C-# = CORING LOCATION

D-# = DRILLING LOCATION

DRILLING SITE PLAN

Lovers Point Pier
Pacific Grove
Monterey County

SCALE:	NTS
DRAWN BY:	AK
DATE:	OCT 2022
REVISED:	
JOB NO.	M11897

HARO, KASUNICH & ASSOCIATES, INC.
GEOTECHNICAL AND COASTAL ENGINEERS
116 E. LAKE AVENUE, WATSONVILLE, CA 95076
(831) 722-4175

FIGURE NO. D-1

PRIMARY DIVISIONS			GROUP SYMBOL	SECONDARY DIVISIONS
COARSE GRADED SOILS — MORE THAN HALF OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL — MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS (LESS THAN 5% FINES)	GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES.
			GP	POORLY GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES.
		GRAVEL WITH FINES	GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, NON-PLASTIC FINES
			GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, PLASTIC FINES.
	SAND — MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS (LESS THAN 5% FINES)	SW	WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES.
			SP	POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES.
		SANDS WITH FINES	SM	SILTY SANDS, SAND-SILT MIXTYRES, NON-PLASTIC FINES.
			SC	CLAYEY SANDS, SAND-CLAY MIXTYRES, PLASTIC FINES.
FINE GRADED SOILS — MORE THAN HALF OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYES — LIQUID LIMIT LESS THAN 50%		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY.
			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS.
			OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY.
	SILTS AND CLAYES — LIQUID LIMIT GREATER THAN 50%		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS.
			CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS.
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS.
HIGHLY ORGANIC SOILS			Pt	PEAT AND OTHER HIGHLY ORGANIC SOILS.

GRAIN SIZES

U.S. STANDARD SERIES SIEVE				CLEAR SQUARE SIEVE OPENINGS		
200	40	10	4	3/4"	2"	12"

SILTS AND CLAYS	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

RELATIVE DENSITY

SANDS AND GRAVELS	BLOWS PER FOOT*
VERY LOOSE	0 - 4
LOOSE	4 - 10
MEDIUM DENSE	10 - 30
DENSE	30 - 50
VERY DENSE	OVER 50

CONSISTENCY

SILTS AND CLAYS	STRENGTH (TSF)**	BLOWS PER FOOT*
VERY SOFT	0 - 1/4	0 - 2
SOFT	1/4 - 1/2	2 - 4
FIRM	1/2 - 1	4 - 8
STIFF	1 - 2	8 - 16
VERY STIFF	2 - 4	16 - 32
HARD	OVER 4	OVER 32

SAMPLING METHOD

STANDARD PENETRATION TEST	T	▨
MODIFIED CALIFORNIA	MC	◧
PITCHER BARREL	P	⊠
SHELBY TUBE	S	◨
BULK	B	◭

WATER

FINAL	▽
INITIAL	▼
WATER LEVEL DESIGNATION	

KEY TO LOGS
Lovers Point Pier
Pacific Grove
Monterey County

SCALE:	NTS
DRAWN BY:	AK
DATE:	OCT 2022
REVISED:	
JOB NO.	M11897

HARO, KASUNICH & ASSOCIATES, INC.
GEOTECHNICAL AND COASTAL ENGINEERS
116 E. LAKE AVENUE, WATSONVILLE, CA 95076
(831) 722-4175

FIGURE NO. D-2

CORING NUMBER C-2

Figure No.: 3

Haro, Kasunich and Associates, Inc.

CLIENT City of Pacific Grove
PROJECT NAME Lovers Point Pier Interim Repair
PROJECT NUMBER M11897
PROJECT LOCATION Pacific Grove, California
DATE STARTED 4/7/22 **COMPLETED** 4/7/22
GROUND ELEVATION 14 ft **HOLE SIZE** 2"
DRILLING CONTRACTOR HKA
GROUND WATER LEVELS:
DRILLING METHOD Coring
AT TIME OF DRILLING ---
LOGGED BY TA **CHECKED BY** MC
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	USCS	SAMPLE TYPE NUMBER	COMPRESSIVE STRENGTH (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	SIEVE ANALYSIS GRAVEL %	SAND %	FINES %	ATTERBERG LIMITS LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	Phi (deg)	COHESION (psf)
0.0		Concrete 1/4" to 1/2" angular gravels, good matrix with hard cementitious material, solid concrete		C-2-1	3,110										
				C-2-2	7,370										
2.5		Same as above but weaker													
		Concrete with granite gabion or riprap, poor matrix, weak or punky cementitious material		C-2-3											
5.0				C-2-4											
				C-2-5											
				C-2-6											
7.5		Hard granite riprap or bedrock		C-2-7											

Bottom of borehole at 7.5 feet.

GEOTECH BH COLUMNS - GINT STD US.GDT - 10/28/22 16:30 - H:\PROJECTS\11000S\11897 FOLDER, LOVERS POINT PIER FAILURE, CITY OF PACIFIC GROVE PUBLIC WORKS DEPT\APPENDIX\11897 BLOGS FINAL 10-28-22, FIG 3 - 7.GPJ

CORING NUMBER C-3

Figure No.: 4

Haro, Kasunich and Associates, Inc.

CLIENT City of Pacific Grove
PROJECT NAME Lovers Point Pier Interim Repair
PROJECT NUMBER M11897
PROJECT LOCATION Pacific Grove, California
DATE STARTED 4/7/22 **COMPLETED** 4/7/22
GROUND ELEVATION 8 ft **HOLE SIZE** 2"
DRILLING CONTRACTOR HKA
GROUND WATER LEVELS:
DRILLING METHOD Coring
AT TIME OF DRILLING ---
LOGGED BY TA **CHECKED BY** MC
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	USCS	SAMPLE TYPE NUMBER	COMPRESSIVE STRENGTH (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	SIEVE ANALYSIS GRAVEL %	SIEVE ANALYSIS SAND %	SIEVE ANALYSIS FINES %	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	Phi (deg)	COHESION (psf)
0.0		Concrete, 1/4" to 1/2" angular gravel fair, matrix, some voids, fair to poor cementitious material, "solid concrete"		C-3-1	3,190										
		Same as above but weaker		C-3-2											
2.5		(GP) Granite riprap or gabion size rock	GP	C-3-3											
		Concrete, 1/4" to 3/4" angular gravel, fair matrix, fair cementitious material		C-3-4											
		Concrete bonded to gabion or riprap size granite, good concrete matrix, 1/4" to 3/4" gravel, hard cementitious material		C-3-5											
5.0		Concrete, 1/4" to 3/4" angular gravel, fair matrix, some voids, fair cementitious material		C-3-6	4,370										
				C-3-7											
		Cement bonded to granite gabion or riprap, fair matrix, fair cementitious material		C-3-8											
7.5		Native granite bedrock formation													

Bottom of borehole at 7.5 feet.

GEOTECH BH COLUMNS - GINT STD US.GDT - 10/28/22 16:30 - H:\PROJECTS\11000S\11897 FOLDER, LOVERS POINT PIER FAILURE, CITY OF PACIFIC GROVE PUBLIC WORKS DEPT\APPENDIX\11897 BLOGS FINAL 10-28-22, FIG 3 - 7.GPJ

BORING NUMBER DH-1

Figure No.: 5

Haro, Kasunich and Associates, Inc.

CLIENT City of Pacific Grove
PROJECT NAME Lovers Point Pier Interim Repair
PROJECT NUMBER M11897
PROJECT LOCATION Pacific Grove, California
DATE STARTED 4/5/22 **COMPLETED** 4/5/22
GROUND ELEVATION 14 ft **HOLE SIZE** 2"
DRILLING CONTRACTOR Sunstone Construction
GROUND WATER LEVELS:
DRILLING METHOD Percussion Drilling
AT TIME OF DRILLING ---
LOGGED BY TA **CHECKED BY** MC
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	USCS	SAMPLE TYPE NUMBER	COMPRESSIVE STRENGTH (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	SIEVE ANALYSIS			ATTERBERG LIMITS			Phi (deg)	COHESION (psf)
								GRAVEL %	SAND %	FINES %	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0.0		Grey, cement, sand, gravel, fine to coarse grain, quartz "concrete"													
		(SW) White sand, fine to coarse grain, quartz, granite pieces, "granite and concrete," easier drilling	SW												
2.5															
5.0		Concrete and grainte rubble, harder drilling													
7.5		Hard granite riprap or bedrock													
		Bottom of borehole at 9.5 feet.													

GEOTECH BH COLUMNS - GINT STD US.GDT - 10/28/22 16:30 - H:\PROJECTS\11000S\11897 FOLDER, LOVERS POINT PIER FAILURE, CITY OF PACIFIC GROVE PUBLIC WORKS DEPT\APPENDIX\11897 BLOGS FINAL 10-28-22, FIG 3 - 7.GPJ

BORING NUMBER DH-2

Figure No.: 6

Haro, Kasunich and Associates, Inc.

CLIENT City of Pacific Grove
PROJECT NAME Lovers Point Pier Interim Repair
PROJECT NUMBER M11897
PROJECT LOCATION Pacific Grove, California
DATE STARTED 4/5/22 **COMPLETED** 4/5/22
GROUND ELEVATION 14 ft **HOLE SIZE** 2"
DRILLING CONTRACTOR Sunstone Construction
GROUND WATER LEVELS:
DRILLING METHOD Percussion Drilling
AT TIME OF DRILLING ---
LOGGED BY TA **CHECKED BY** MC
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	USCS	SAMPLE TYPE NUMBER	COMPRESSIVE STRENGTH (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	SIEVE ANALYSIS GRAVEL %	SIEVE ANALYSIS SAND %	SIEVE ANALYSIS FINES %	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	Phi (deg)	COHESION (psf)
0.0		Grey sand, gravel, cement, quartz " concrete"													
2.5		White and grey sand, fine to coarse grain, quartz and gravel, concrete and granite riprap or gabion rock, easier drilling													
5.0		Grey white sand, quartz, fine to coarse grain, "concrete and riprap or gabion rock," harder drilling													
7.5		Grey coarse sand, quartz, feldspar, mica, native granite bedrock or riprap													
10.0		Bottom of borehole at 11.0 feet.													

GEOTECH BH COLUMNS - GINT STD US.GDT - 10/28/22 16:30 - H:\PROJECTS\11000S\11897 FOLDER, LOVERS POINT PIER FAILURE, CITY OF PACIFIC GROVE PUBLIC WORKS DEPT\APPENDIX\11897 BLOGS FINAL 10-28-22, FIG 3 - 7.GPJ

BORING NUMBER DH-3

Figure No.: 7

Haro, Kasunich and Associates, Inc.

CLIENT City of Pacific Grove
PROJECT NAME Lovers Point Pier Interim Repair
PROJECT NUMBER M11897
PROJECT LOCATION Pacific Grove, California
DATE STARTED 4/6/22 **COMPLETED** 4/6/22
GROUND ELEVATION 8 ft **HOLE SIZE** 2"
DRILLING CONTRACTOR Sunstone Construction
GROUND WATER LEVELS:
DRILLING METHOD Percussion Drilling
AT TIME OF DRILLING ---
LOGGED BY TA **CHECKED BY** MC
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

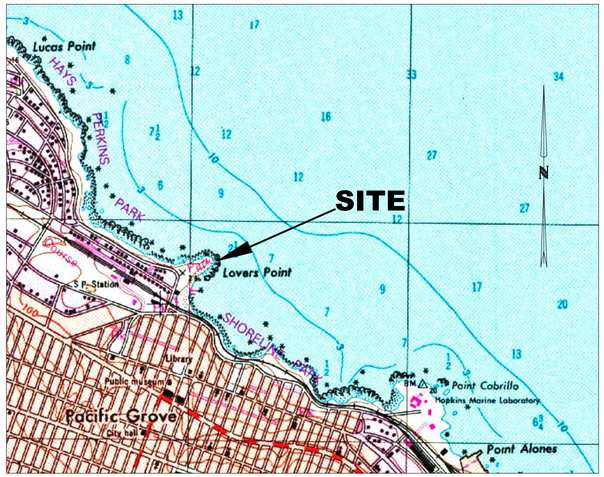
DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	USCS	SAMPLE TYPE NUMBER	COMPRESSIVE STRENGTH (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	SIEVE ANALYSIS GRAVEL %	SIEVE ANALYSIS SAND %	SIEVE ANALYSIS FINES %	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	Phi (deg)	COHESION (psf)
0.0		Grey sand, cement and gravel, fine to coarse grain "concrete"													
2.5		Grey white sand, gravel, quartz cement, fine to coarse grain, concrete and granite riprap or gabion rock, easier drilling													
5.0		Grey white sand, gravel, quartz cement, fine to coarse grain, concrete and granite riprap or gabion rock, harder drilling													
7.5		Grey and white and black, sand fine to coarse grain, quartz, mica, feldspar, native granite bedrock													

Bottom of borehole at 9.0 feet.

GEOTECH BH COLUMNS - GINT STD US.GDT - 10/28/22 16:30 - H:\PROJECTS\11000S\11897 FOLDER, LOVERS POINT PIER FAILURE, CITY OF PACIFIC GROVE PUBLIC WORKS DEPT\APPENDIX\11897 BLOGS FINAL 10-28-22, FIG 3 - 7.GPJ

LOVERS POINT PIER BAND-AID REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

100% PLANS



USGS TOPOGRAPHIC MAP

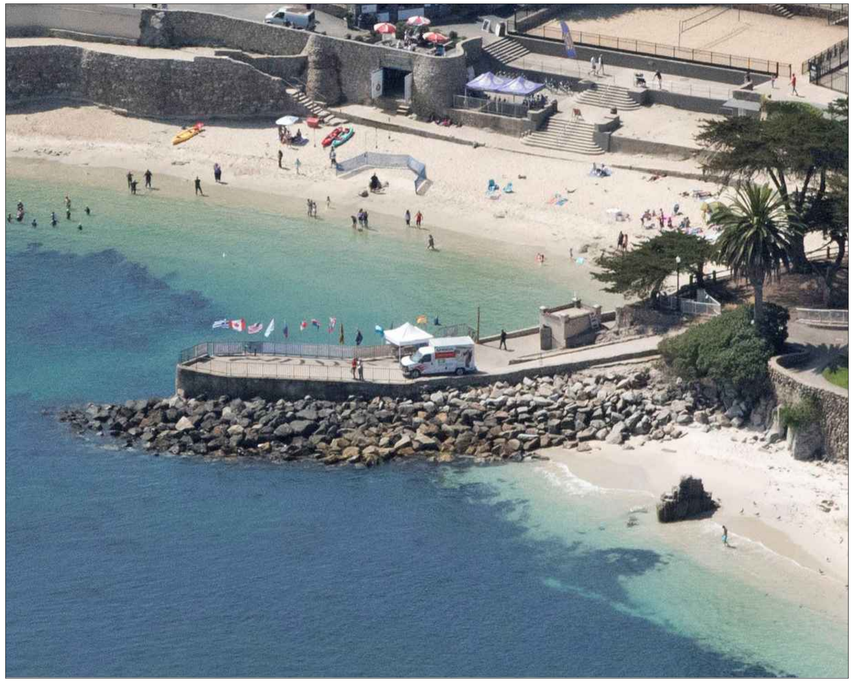
NO SCALE

PROJECT DATA

A.P.N. :	006-155-099 3.06 Acres
OWNER:	CITY OF PACIFIC GROVE
PROJECT SITE:	LOVERS POINT PARK OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

SHEET INDEX

SHEET 1 - TITLE SHEET
SHEET 2 - OBLIQUE AERIAL PHOTOS
SHEET 3 - STAGING AND ACCESS PLAN
SHEET 4 - EXISTING CONDITIONS
SHEET 5 - REPAIR SITE PLAN AND SECTIONS
SHEET 6 - EXISTING CROSS SECTIONS A & B
SHEET 7 - EXISTING CROSS SECTIONS C & D
SHEET 8 - FASCIA PATCH AND SLAB DETAILS
SHEET 9 - FOOTING AND SLAB DETAILS
SHEET 10 - GUARD AND HANDRAIL DETAILS
SHEET 11 - STRUCTURAL NOTES
SHEET 12 - GENERAL NOTES
SHEET 13 - CONSTRUCTION MANAGEMENT & BEST MANAGEMENT PLAN PROVISIONS
SHEET 14 - SPECIAL INSPECTION NOTES



OBLIQUE AERIAL PHOTOGRAPH FROM 2021



OBLIQUE AERIAL PHOTOGRAPH FROM 2021 SHOWING PIER DAMAGE

NO SCALE

Plan Preparers:
Moses Cuprill, C.E. 78904
HARO, KASUNICH & ASSOCIATES, INC.
116 East Lake
Watsonville, CA 95076
(831)722-4175

Prepared for:
CITY OF PACIFIC GROVE
Public Works Department
Attn: Daniel Gho, Public Works Director/ Deputy City Manager
2100 Sunset Drive
Pacific Grove, CA 93950
(831) 648-5722



VICINITY MAP

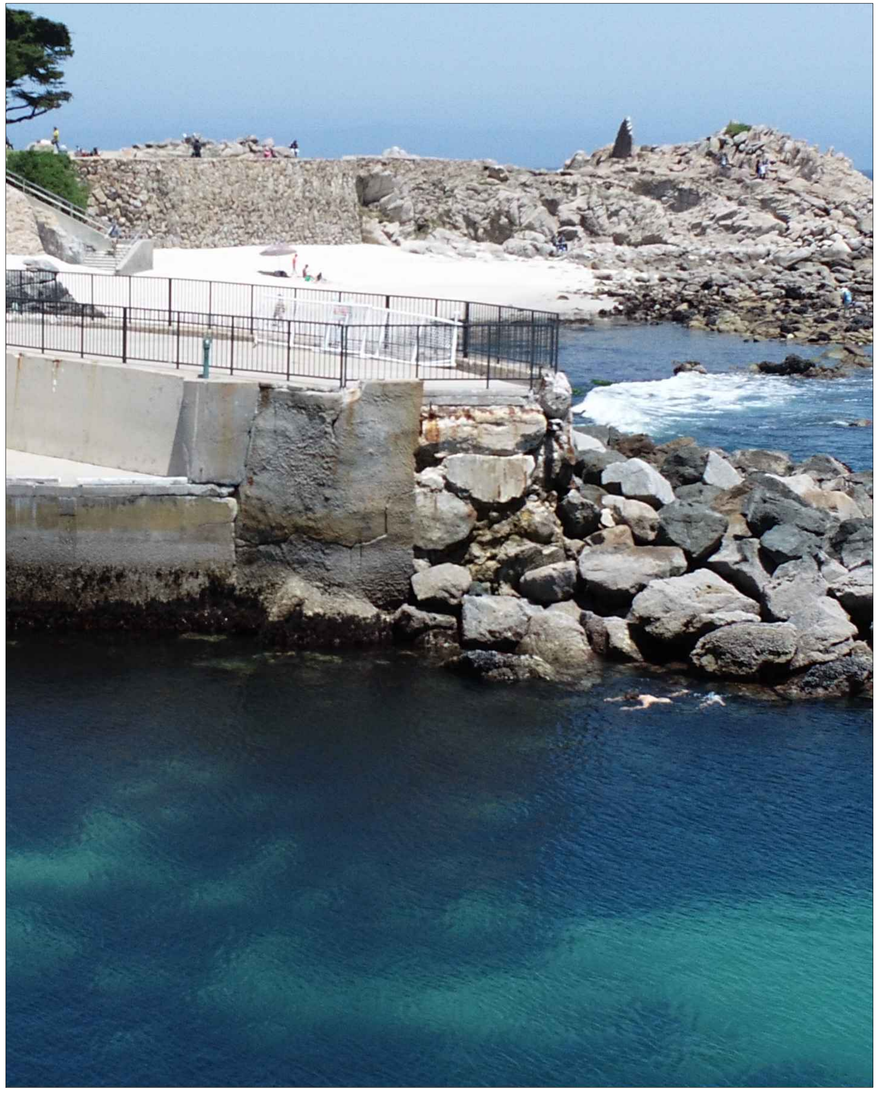
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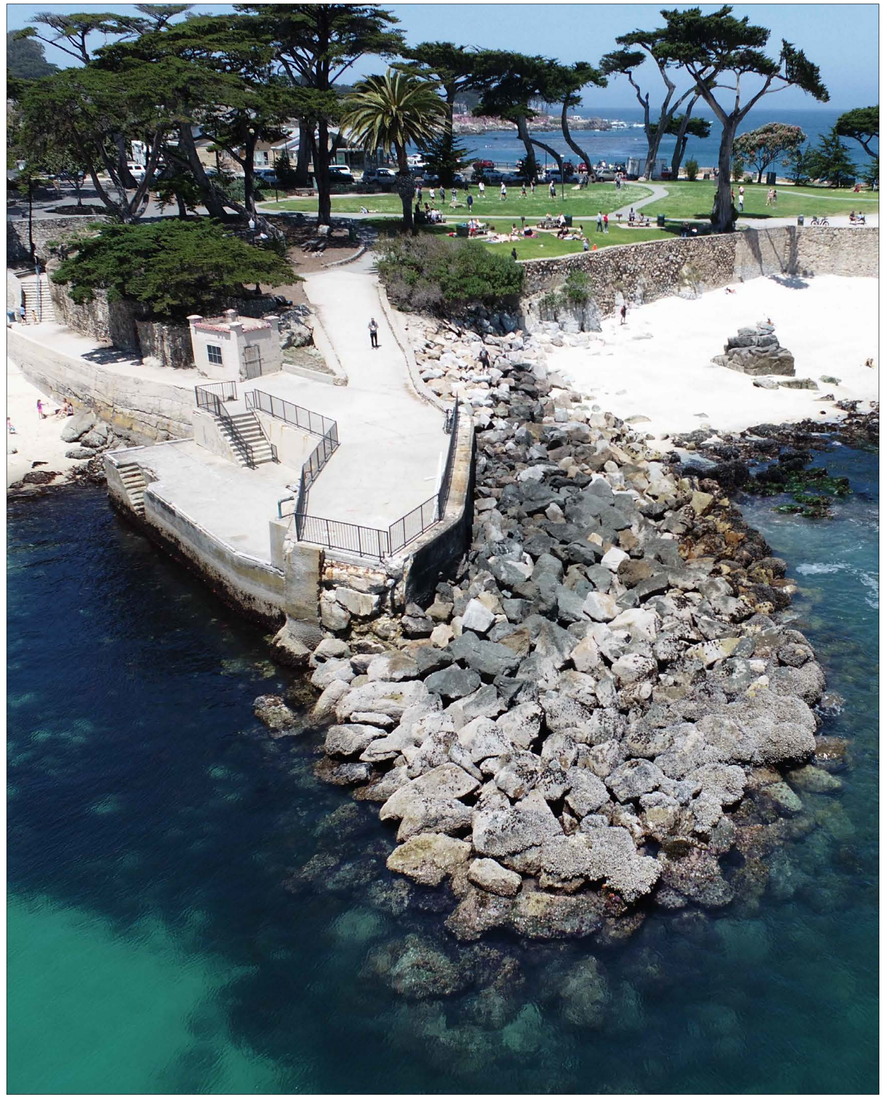
REVISIONS	BY

TITLE SHEET
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
WATSONVILLE, CA 95076 (831) 722-4175

Date	03-13-2023
Scale	AS SHOWN
Drawn	MF
Job	11897
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OBLIQUE AERIAL PHOTOGRAPHS FROM MAY 23, 2022 SHOWING AREA NEEDING REPAIR

NO SCALE

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OBLIQUE AERIAL PHOTOS
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
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STAGING AND ACCESS PLAN
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

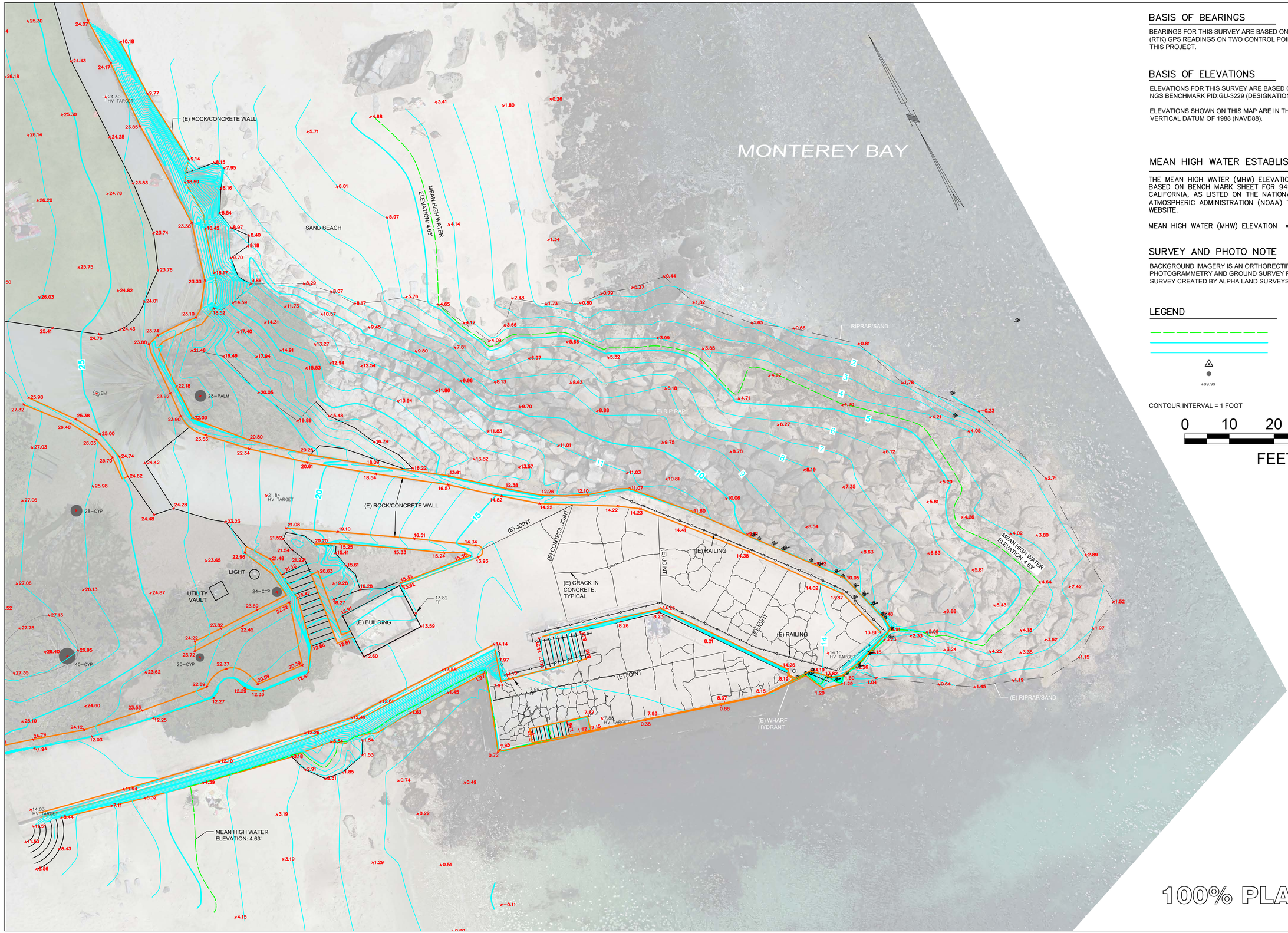
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CONSTRUCTION ACCESS ROUTE AND STAGING AREA

NTS
GOOGLE IMAGE DATE 2/23/2021

100% PLANS

Date	03-13-2023
Scale	NTS
Drawn	MW
Job	11897
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BASIS OF BEARINGS

BEARINGS FOR THIS SURVEY ARE BASED ON REALTIME KINEMATIC (RTK) GPS READINGS ON TWO CONTROL POINTS SET ONSITE FOR THIS PROJECT.

BASIS OF ELEVATIONS

ELEVATIONS FOR THIS SURVEY ARE BASED ON A RTK GPS TIE TO NGS BENCHMARK PID:GU-3229 (DESIGNATION 941 3450 TIDAL 3).

ELEVATIONS SHOWN ON THIS MAP ARE IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

MEAN HIGH WATER ESTABLISHMENT NOTE

THE MEAN HIGH WATER (MHW) ELEVATION FOR THIS SITE IS BASED ON BENCH MARK SHEET FOR 9413450, MONTEREY CALIFORNIA, AS LISTED ON THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) TIDES AND CURRENTS WEBSITE.

MEAN HIGH WATER (MHW) ELEVATION = 4.63 FEET (NAVD88)

SURVEY AND PHOTO NOTE

BACKGROUND IMAGERY IS AN ORTHORECTIFIED PHOTO MOSAIC. PHOTOGRAMMETRY AND GROUND SURVEY PERFORMED ON MAY 23, 2022. SURVEY CREATED BY ALPHA LAND SURVEYS, INC. ON JUNE 13 2022.

LEGEND

- MEAN HIGH WATER CONTOUR
- CONTOUR INTERVAL, MAJOR
- CONTOUR INTERVAL, MINOR
- RANDOM CONTROL POINT
- TREE, AS NOTED
- +99.99 SPOT ELEVATION

CONTOUR INTERVAL = 1 FOOT

0 10 20 30 40

FEET

100% PLANS

REVISIONS	BY

EXISTING CONDITIONS
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

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Date	03-13-2023
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APPROXIMATE HANDRAIL AND GUARD QUANTITIES:
(N) HANDRAIL = 45± LINEAR FEET
(N) GUARD = 257± LINEAR FEET

MONTEREY BAY

0 10 20 30 40
FEET

(E) ROCK/CONCRETE WALL
SAND BEACH
MEAN HIGH WATER ELEVATION 4.63'
(E) BUILDING
(E) RIP RAP
RIPRAP/SAND
(E) RIPRAP/SAND
(E) WHARF HYDRANT
(E) RAILING
(E) JOINT
(E) CONTROL JOINT
(N) CONTROL JOINT, TYPICAL
(E) CRACK IN CONCRETE, TYPICAL
LIGHT
UTILITY VAULT
28–PALM
28–CYP
40–CYP
20–CYP
24–CYP
EM
HV TARGET
MEAN HIGH WATER ELEVATION: 4.63'

SECTION A
SECTION B
SECTION C
SECTION D

INSTALL NEW 6" REINFORCED SHOTCRETE FASCIA ON WALL FACE

BEGIN 6" FASCIA

REPLACE UPPER DAMAGED CONCRETE SECTION WITH NEW CONCRETE FOOTING AND INSTALL NEW GUARD

END 10" FASCIA / BEGIN 6" FASCIA

LIMIT OF NEW SLAB

DEMOLISH EXISTING SLAB 7" DEEP AND POUR NEW 7" THICK MONOLITHIC SLAB

INSTALL NEW 7" MONOLITHIC TOPPING SLAB OVER EXISTING SLAB

6" FASCIA LIMITS

BEGIN (N) GUARD

END (N) GUARD

(N) HANDRAIL LIMITS

BEGIN (N) HANDRAIL

(N) GUARD LIMITS, PER DETAIL 2 ON SHEET 10

INSTALL NEW GUARD

INSTALL NEW 10" REINFORCED SHOTCRETE FASCIA ON WALL FACE

END 6" FASCIA / BEGIN 10" FASCIA

INFILL DOORWAY IN STAIRWELL WALL & REPAIR & RESURFACE WALLS TO MATCH ADJACENT EXISTING WALLS

REFORM AND RESURFACE EXISTING STAIRS TO BE CODE COMPLIANT. INSTALL STAINLESS STEEL HANDRAIL AND GUARD.

REMOVE AND REPLACE WITH 6" FASCIA

INSTALL NEW 6" REINFORCED SHOTCRETE FASCIA ON WALL FACE

INSTALL NEW 6" REINFORCED SHOTCRETE FASCIA ON WALL FACE

100% PLANS

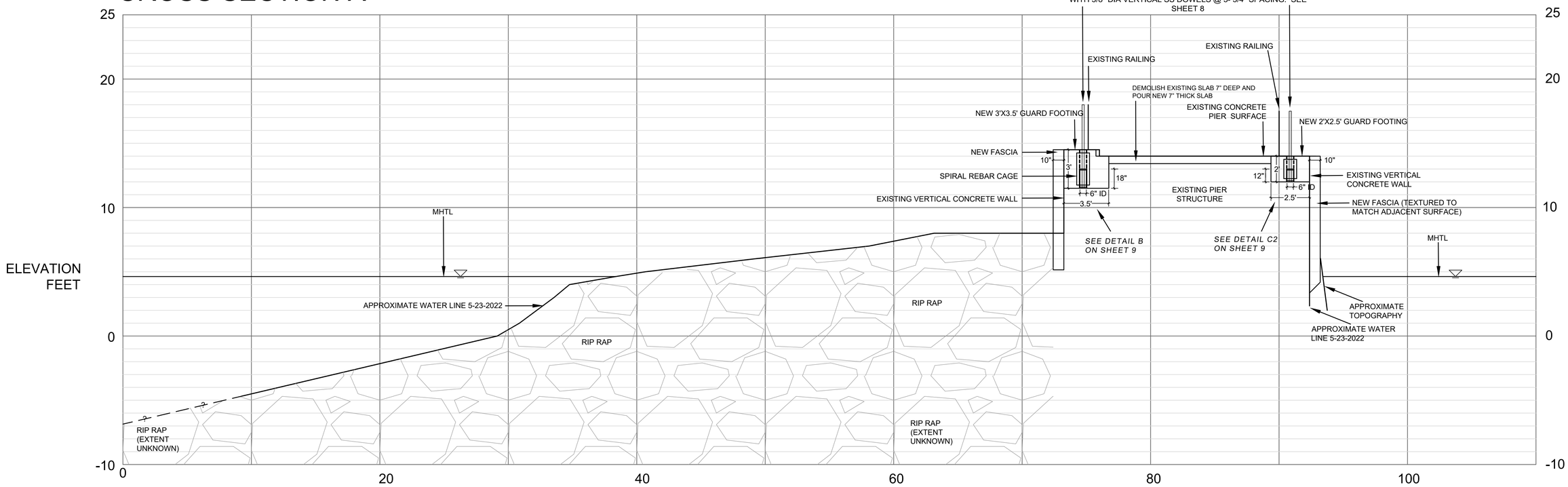
REVISIONS	BY

REPAIR SITE PLAN AND SECTIONS
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

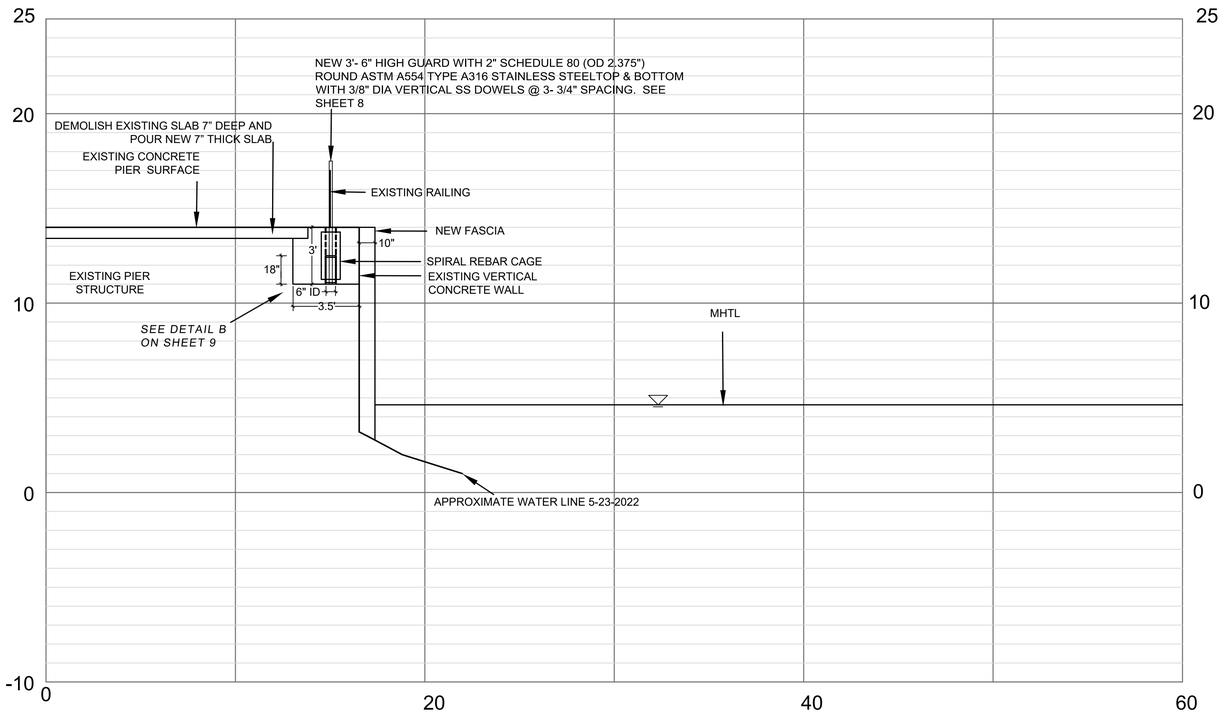
HARO, KASUNICH AND ASSOCIATES, INC.
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Date	03-13-2023
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CROSS SECTION A



CROSS SECTION B



0 4 8 12
FEET

100% PLANS

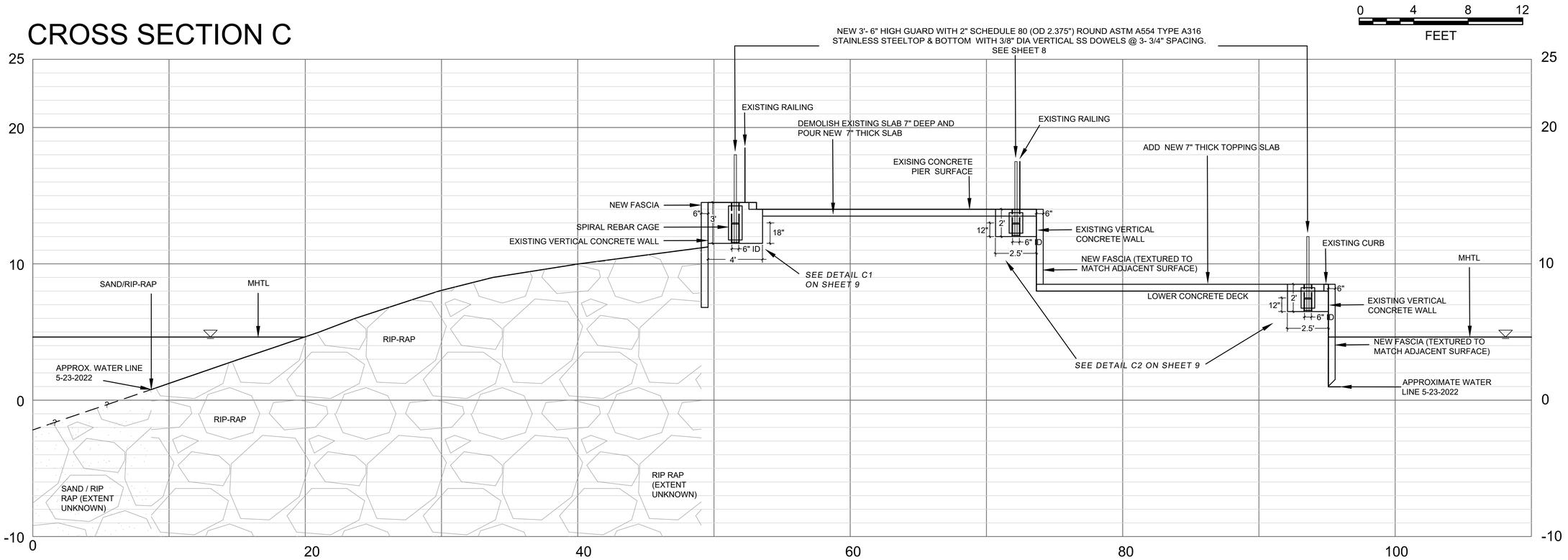
REVISIONS	BY

EXISTING CROSS SECTIONS A & B
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

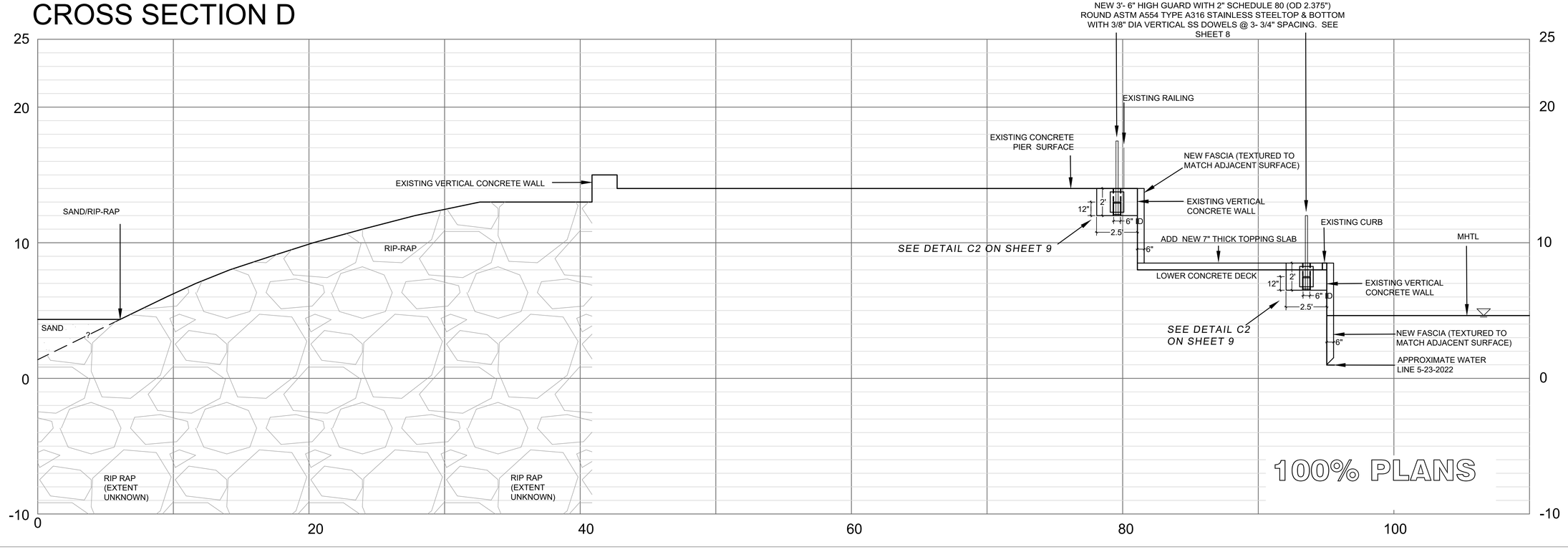
HARO, KASUNICH AND ASSOCIATES, INC.
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CROSS SECTION C



CROSS SECTION D



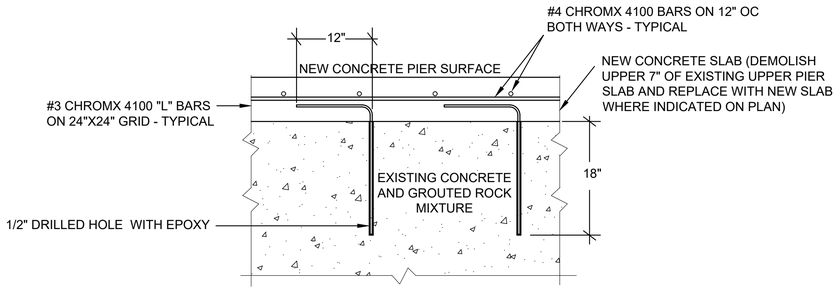
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EXISTING CROSS SECTIONS C & D
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

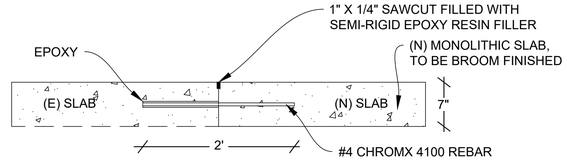
HARO, KASUNICH AND ASSOCIATES, INC.
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Scale	AS SHOWN
Drawn	MF
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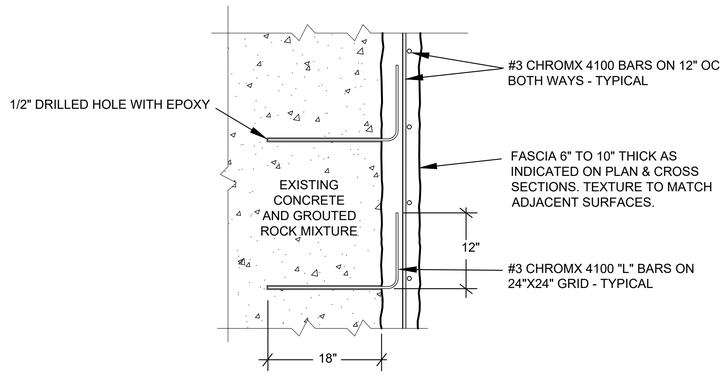
DETAIL 1
CROSS SECTION DETAIL OF NEW CONCRETE SLAB ON UPPER PIER - TYPICAL

SCALE: 1"=1'-0"



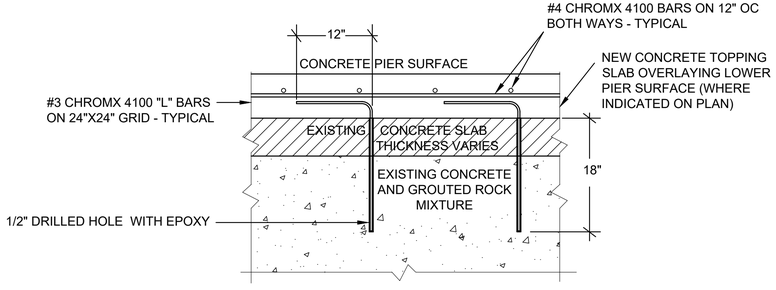
DETAIL 4
(E) SLAB AND (N) SLAB CONNECTION DETAIL

SCALE: 1"=1'-0"



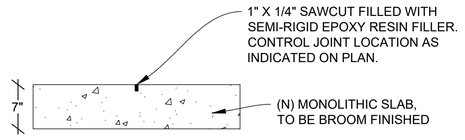
DETAIL 3
CROSS SECTION DETAIL OF NEW VERTICAL WALL FASCIA - TYPICAL

SCALE: 1"=1'-0"



DETAIL 2
CROSS SECTION DETAIL OF NEW CONCRETE TOPPING SLAB ON LOWER PIER - TYPICAL

SCALE: 1"=1'-0"



DETAIL 5
(N) SLAB CONTROL JOINT DETAIL

SCALE: 1"=1'-0"

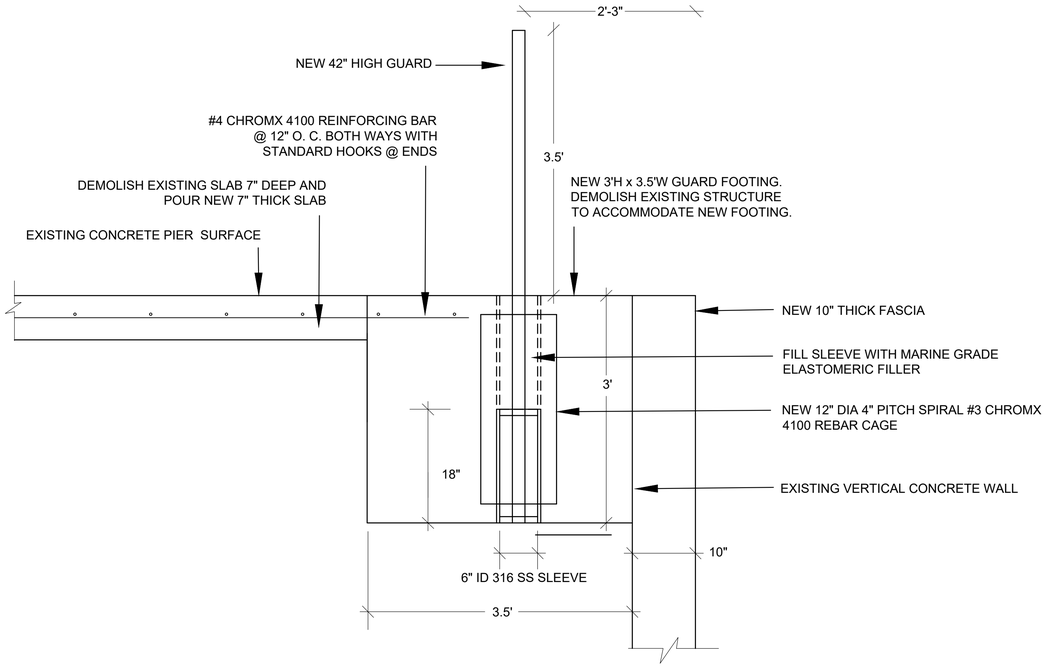
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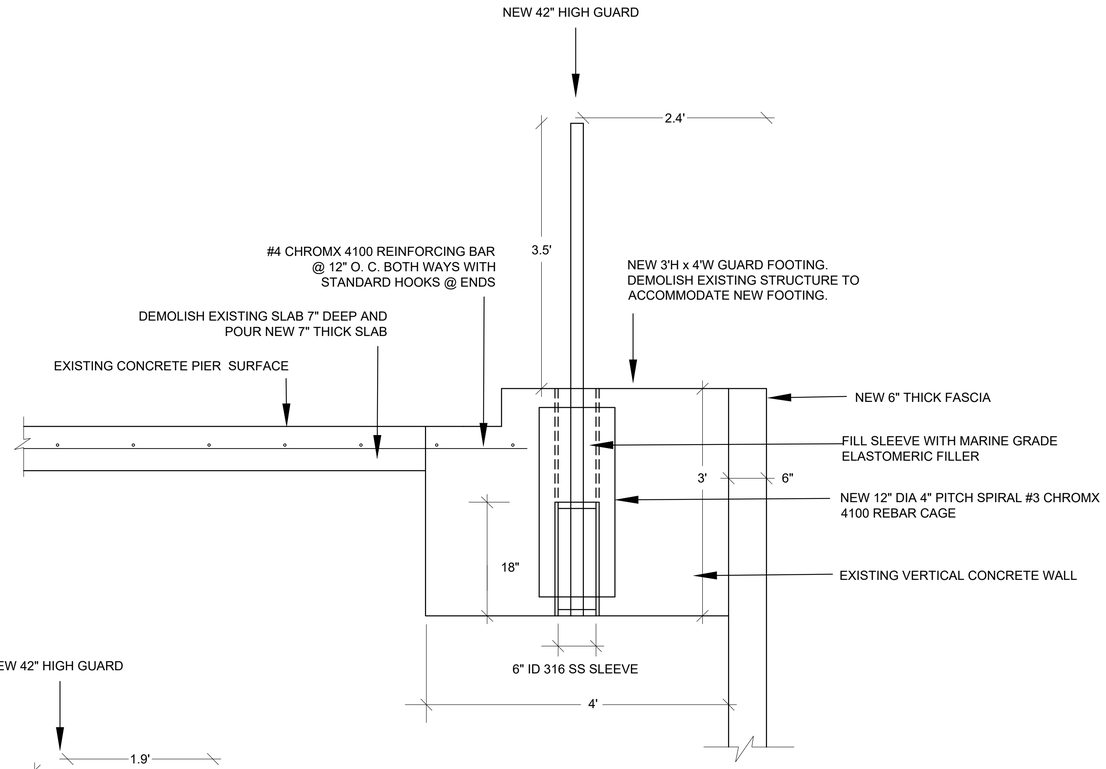
FASCIA PATCH AND SLAB DETAILS
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

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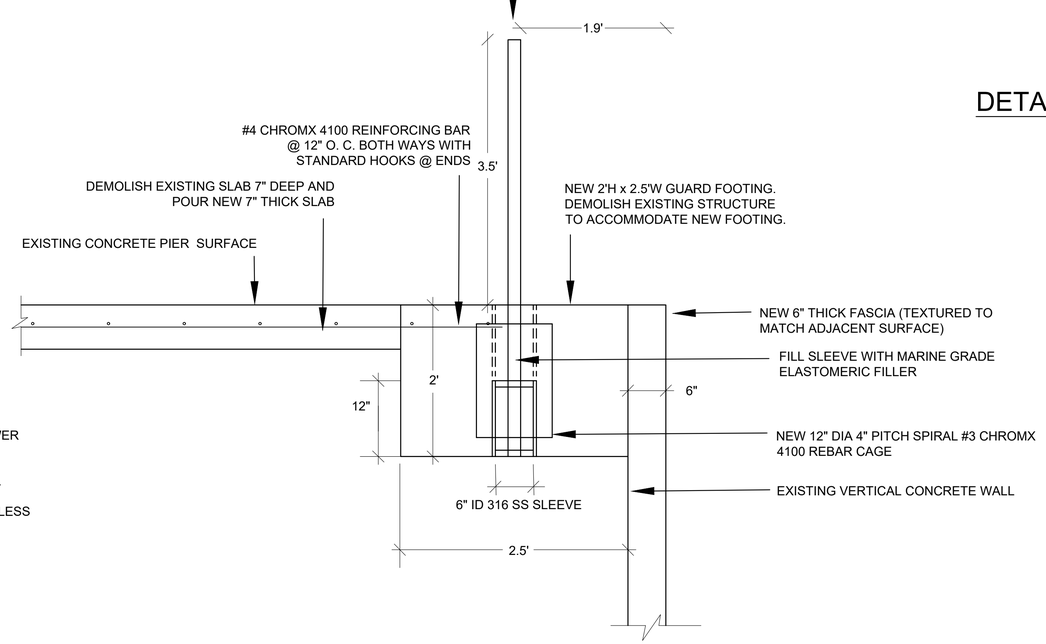
Date 03-13-2023
Scale AS SHOWN
Drawn MF
Job 11897
Sheet 8
OF 14 SHEETS



DETAIL B



DETAIL C1



DETAIL C2

SCALE: 1"=1'-0"

NOTES:

1. CONTINUOUSLY FILLET WELD TYPE A316 STAINLESS STEEL SLEEVE TO UPPER AND LOWER SLEEVE COLLARS

2. VERTICAL GUARD POSTS TO BE CONTINUOUS AND PENETRATE BOTH SLEEVE COLLARS.

3. GUARD POSTS AND CAP TO BE 2" SCHEDULE 80 (OD 2.375") ASTM A554 TYPE A316 STAINLESS STEEL

4. GUARD TO HAVE VERTICAL ½" BARS AT 4 INCH OC BETWEEN RAILING CAP AND LOWER HORIZONTAL RAILING BAR 3.5 INCHES ABOVE CONCRETE SURFACE.

5. SAW CUT REMOVED AREAS OF DEMOLISHED CONCRETE TO PREVENT CRACKING OF ADJACENT CONCRETE WORK TO REMAIN IN PLACE.

6. DOWEL NEW FOOTINGS TO EXISTING GROUTED ROCK AND CONCRETE AS DIRECTED BY ENGINEER DURING CONSTRUCTION.

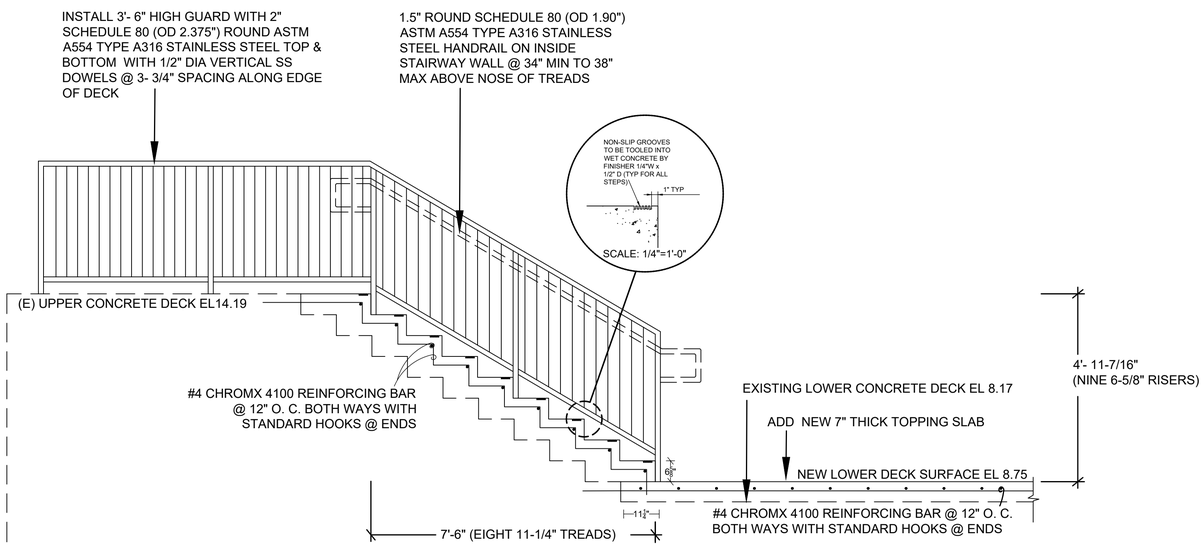
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FOOTING AND SLAB DETAILS
LOVERS POINT PIER INTERIM REPAIR
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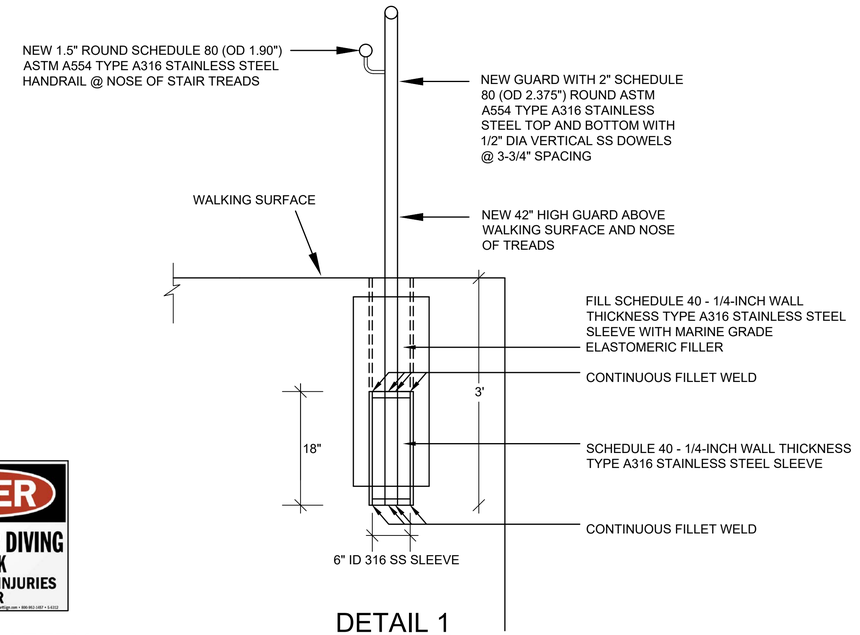


STAIRS FROM UPPER PIER SURFACE TO LOWER DECK

SCALE: 1/2"=1'-0"

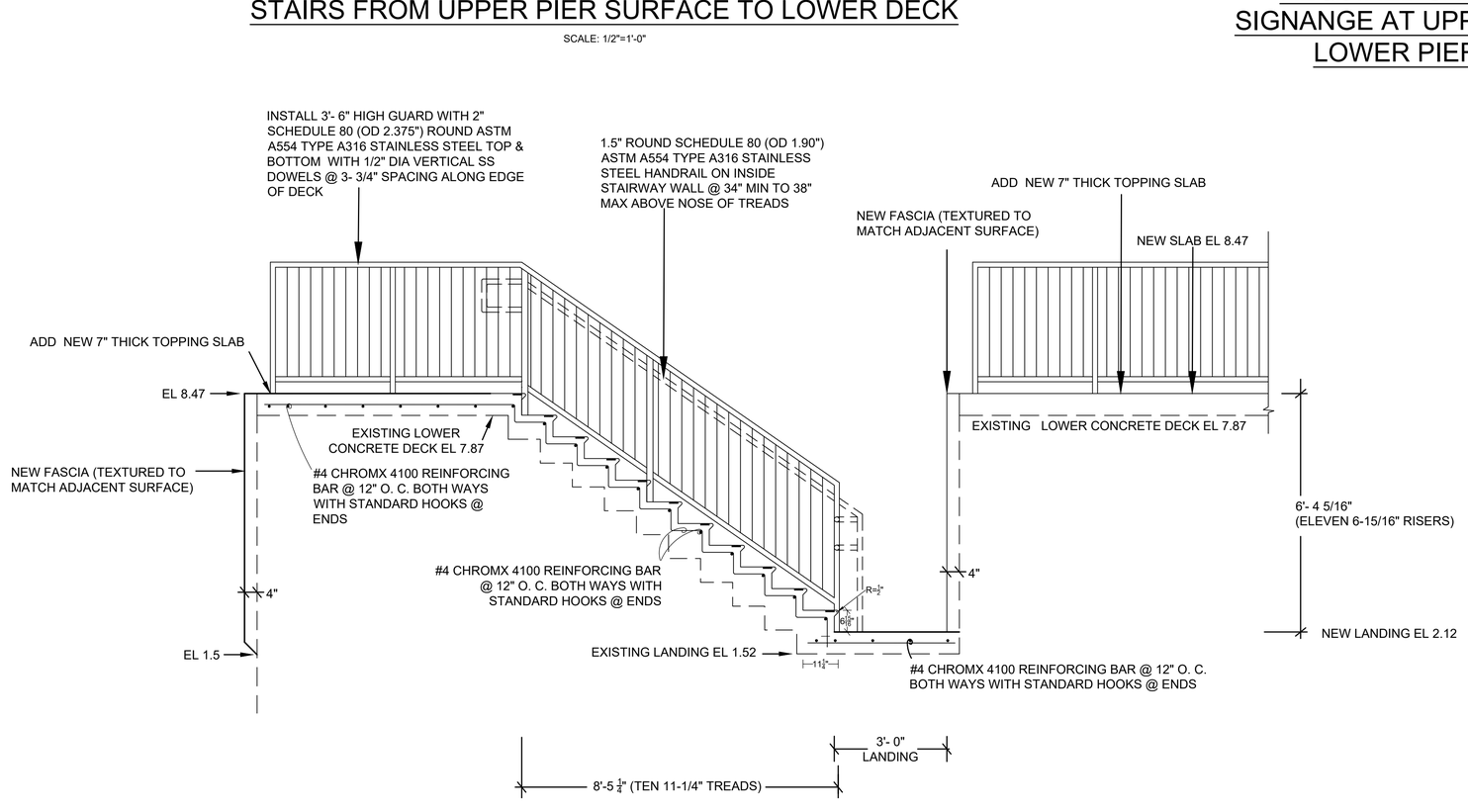


REQUIRED SAFETY SIGNANGE AT UPPER AND LOWER PIERS



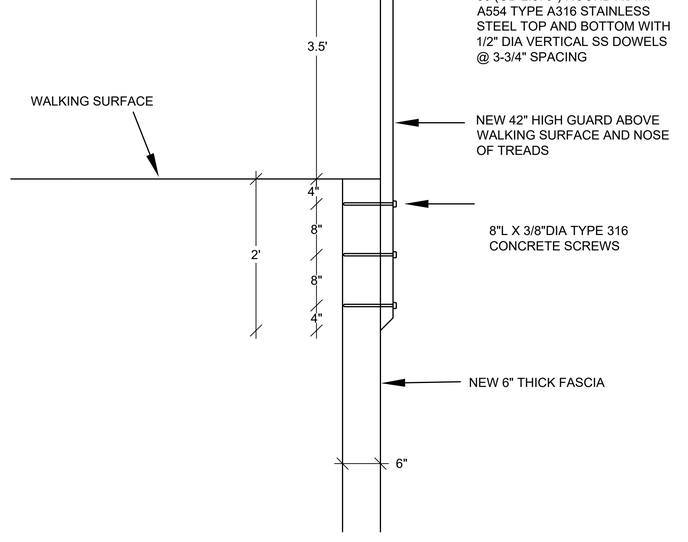
DETAIL 1
GUARD AND HANDRAIL DETAIL

SCALE: 1"=1'-0"



STAIRS TO WATER FROM LOWER DECK

SCALE: 1/2"=1'-0"



DETAIL 2
LOWER PIER GUARD AND HANDRAIL DETAIL AT LOWER STAIRS

SCALE: 1"=1'-0"

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GUARD AND HANDRAIL DETAILS
LOVERS POINT PIER INTERIM REPAIR
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Scale	AS SHOWN
Drawn	MF
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1. ALL DESIGN AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE 2019 CALIFORNIA BUILDING CODE [C.B.C.] AND ANY LOCAL CODE REQUIREMENTS. ALL DETAILS, SECTIONS AND NOTES SHOWN ON DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE, UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL RECOGNIZE THAT THE PLANS USED FOR THE DRAWINGS MAY DIFFER FROM THE ACTUAL PHYSICAL SITE. DIMENSIONS ARE APPROXIMATE. CHECK ALL DIMENSIONS IN RELATION TO SITE CONDITIONS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. DURING THE CONSTRUCTION PHASE THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION AND PERSONNEL. PROVIDE ADEQUATE SHORING, BRACING, IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.

2. **DESIGN OF THE INTERIM REPAIR OF THE LOVERS POINT PIER** IS BASED ON RECOMMENDATIONS PROVIDED BY HARO, KASUNICH AND ASSOCIATES , INC. (HKA), GEOTECHNICAL AND COASTAL ENGINEERS, WATSONVILLE, CA (PROJECT NO. M11897.2). ANY STRUCTURAL DRAWINGS OR DETAILS NOT PREPARED BY HKA SHALL BE REVIEWED AND APPROVED BY HKA PRIOR TO CONSTRUCTION. EXISTING CONCRETE AND GROUTED ROCK SURFACES SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER AND APPROVED PRIOR TO PLACEMENT OF STEEL AND CONCRETE.

3. **SHOTCRETE AND CONCRETE**

A. CONTRACTOR IS REQUIRED TO PROVIDE TEST PANEL PRIOR TO PLACEMENT AT THE SITE TO DEMONSTRATE PROPER MIX DESIGN

B. **STRENGTH:** SHOTCRETE AND CONCRETE SHALL DEVELOP A 28-DAY MINIMUM ULTIMATE COMPRESSIVE STRENGTH AS FOLLOWS:

ARTIFICIAL ROCK FASCIA 5,000 PSI

B. **SHOTCRETE AND CONCRETE MIXES:** PROVIDE THE FOLLOWING:

PORTLAND CEMENT: ASTM-A150, TYPE II, 8 SACKS/CY. MINIMUM.
POZZOLAN: MAY BE A MAXIMUM OF 20% OF THE 8 SACKS/CY. OF CEMENT.
AIR ENTRAINMENT: NOT ALLOWED FOR ANY SHOTCRETE OR CONCRETE.

SHOTCRETE FASCIA	
STRENGTH	5,000 PSI MIN
SACKS OF CEMENT	8 MIN
INTEGRAL COLOR	NO
ACCELERATOR	NOT WITHOUT ENG APPROVAL
AGGREGATE	3/8 MAX (PEAGRAVEL OK)
MAX WATER/CEMENT	0.40 MAX
WATER REDUCER	OK IF NEEDED
SEALER REQUIRED	NO
GRADE 100 REINF. COVER	3 INCH MIN
MAX. WATER-SOLUBLE CHLORIDE ION IN CONC.	0.15 PERCENT BY WEIGHT OF CEMENT
FLY ASH (POZZOLAN)	15% OF CEMENTITIOUS MATERIAL
SILICA FUME (MINERAL ADMIXTURE)	10% OF CEMENTITIOUS MATERIAL
CORROSION INHIBITOR	PER MANUFACTURER SPEC
MAX SLUMP	2 +/- 1 INCHES
AIR CONTENT	1-2% MAXIMUM (ENTRAPPED AIR ONLY)
PLASTICIZER	NOT PERMITTED

CONCRETE SLABS, BEAMS, AND STAIRS	
STRENGTH	5,000 PSI MIN
SACKS OF CEMENT	8 MIN
INTEGRAL COLOR	NO
ACCELERATOR	NOT WITHOUT ENG APPROVAL
AGGREGATE	3/4 MAX
MAX WATER/CEMENT	0.40 MAX
WATER REDUCER	OK IF NEEDED
SEALER REQUIRED	NO
GRADE 100 REINF. COVER	3 INCH MIN
MAX. WATER-SOLUBLE CHLORIDE ION IN CONC.	0.15 PERCENT BY WEIGHT OF CEMENT
FLY ASH (POZZOLAN)	15% OF CEMENTITIOUS MATERIAL
SILICA FUME (MINERAL ADMIXTURE)	10% OF CEMENTITIOUS MATERIAL
CORROSION INHIBITOR	PER MANUFACTURER SPEC
MAX SLUMP	4 +/- 1 INCHES
AIR CONTENT	1-2% MAXIMUM (ENTRAPPED AIR ONLY)
PLASTICIZER	AS SPECIFIED BY READY MIX COMPANY

SHOTCRETE AND CONCRETE SHALL BE MACHINE MIXED. SUBMIT CONCRETE MIX DESIGNS TO ENGINEERS FOR APPROVAL.

CONCRETE/SHOTCRETE TO COMPLY WITH ACI 318-22, TABLE 4.3.1 FOR EXPOSURE CLASS C2
CONTRACTOR TO SUBMIT TEST RESULTS INDICATING MIX DESIGN COMPLIES WITH MAXIMUM WATER-SOLUBLE CHLORIDE ION CONTENT IN CONCRETE PRIOR TO POUR OF CONCRETE AND/OR APPLICATION OF SHOTCRETE

PLACEMENT AND COVERAGE: ENSURE THAT REINFORCEMENT AND EMBEDDED ITEMS IN STRUCTURAL WALLS ARE NOT DISTURBING PLACEMENT OF SHOTCRETE/CONCRETE. MINIMUM SHOTCRETE AND CONCRETE COVERAGE TO REINFORCEMENT SHALL BE AS NOTED IN THE DRAWINGS. ARTIFICIAL ROCK FACING SHALL BE 6" TO 10" THICK COLORED & TEXTURED SHOTCRETE.

TESTING: CONCRETE MATERIALS SHALL BE TESTED BY A TESTING AGENCY APPROVED BY THE CITY OF PACIFIC GROVE AND HKA. ONLY TESTED CONCRETE SHALL BE USED. SPECIAL INSPECTION SHALL BE PROVIDED FOR CONCRETE PER CHAPTER 17 OF THE C.B.C. MAINTAIN COMPLETE RECORDS OF PLACED CONCRETE INCLUDING: DATE, LOCATION, QUANTITY AND TEST SAMPLES TAKEN. TAKE FOUR TEST CYLINDERS OR ONE TEST PANEL FOR SHOTCRETE PER 50 CU YARDS OF CONCRETE PLACED EACH DAY, BUT NO LESS THAN FOUR TEST CYLINDERS OR ONE SHOTCRETE PANEL FOR EACH DAY THAT CONCRETE IS PLACED.

PROTECTION: PROTECT SHOTCRETE AND CONCRETE FROM PREMATURE DRYING, MAINTAINING MINIMAL WATER LOSS AT A RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF SHOTCRETE/CONCRETE. IN CASE OF EXPOSURE TO SALT WATER, WASH THE SURFACE TO RECEIVE SHOTCRETE/CONCRETE WITH POTABLE WATER JUST PRIOR TO SHOTCRETE/CONCRETE PLACEMENT.

SHOTCRETE OR GUNITE: PROPORTIONING, MIXING AND PLACEMENT OF SHOTCRETE OR GUNITE SHALL COMPLY WITH ACI 506R. LAPPING OF THE REINFORCING SPLICES ARE PERMITTED IF THE SPACING AT THE REINFORCING IS OPEN ENOUGH TO ALLOW CLEAR, UNOBSTRUCTED ACCESS TO BOTH SIDES OF THE REINFORCING. IF NOT, THE LAPPED BARS SHOULD BE SPACED AT LEAST THREE TIMES THE DIAMETER OF THE LARGEST BAR AT THE SPLICE. CONTRACTOR SHALL HAVE A MINIMUM OF 5 YEARS EXPERIENCE WITH PROVEN PERFORMANCE RECORD ON SIMILAR TYPE OF PROJECTS, USING THE SAME QUALIFIED NOZZLEMAN, CREW AND EQUIPMENT.

BACKFORMING SHALL NOT BE PERMITTED DUE TO THE PRESENCE OF OVEREXCAVATION OR VOIDS. BACKFORMING COSTS SHALL BE INCLUDED IN THE CONTRACT PRICE. DAMPEN SURFACES TO RECEIVE SHOTCRETE. ALL REBOUND SHOTCRETE MATERIAL SHALL BE COLLECTED AND DISPOSED OF. NO SHOTCRETE MATERIAL SHALL BE DUMPED INTO OCEAN WATER OR LEFT ON BEACH. COVER SHOTCRETE WALL AREAS FOR CURING AND PROTECTION. LAYERS OF SHOTCRETE AND CONSTRUCTION JOINTS TO RECEIVE SHOTCRETE SHALL BE DAMPENED BY POTABLE WATER. IN CASE OF EXPOSURE TO SALTWATER, WASH UNDERLYING SHOTCRETE SURFACE TO RECEIVE ADDITIONAL SHOTCRETE WITH POTABLE WATER JUST PRIOR TO ADDITIONAL SHOTCRETE PLACEMENT.

4. REINFORCING STEEL

ALL REINFORCING STEEL SHALL BE CHROMX 4100 BY MMFX TECHNOLOGIES CONFORMING TO ASTM A1035/A 1035M GRADE 100. TIE WIRE SHALL BE 16 GA. ANNEALED WIRE. REINFORCING STEEL SHALL BE EPOXY COATED. REBAR SHALL BE RIGIDLY HELD IN PLACE WITH APPROVED DEVICES PRIOR TO PLACEMENT OF SHOTCRETE AND CONCRETE. USE PLASTIC REBAR CHAIRS AND BOLSTERS WITH STRENGTH TO WITHSTAND 300 LBS. CONCENTRATED LOAD WITHOUT PERMANENT DEFORMATION OR BREAKAGE. HOOKS, BENDS, FABRICATION AND PLACING SHALL BE IN ACCORDANCE WITH THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURE" ACI NO. 315. REINFORCEMENT SHALL BE PROTECTED FROM SALT WATER MIST BY PROVIDING ADEQUATE BLANKET COVERING. REMOVE COVER JUST PRIOR TO SHOTCRETE/CONCRETE PLACEMENT. IN CASE OF EXPOSURE TO SALT WATER, WASH STEEL REINFORCEMENT WITH POTABLE WATER JUST PRIOR TO PLACEMENT.

5. REBAR EMBEDMENT & EPOXY BONDING

A. HOLE DIMENSIONS
THE ANNULAR SPACE BETWEEN THE REBAR AND HOLE SHOULD BE AS SMALL AS POSSIBLE, YET STILL PROVIDE EASE OF PLACEMENT.
THE MINIMUM DEPTH OF EMBEDMENT SHALL BE AT LEAST 8 INCHES. LOWER STRENGTH MATERIALS IN THE EMBEDMENT ZONE WILL REQUIRE 12 TO 18 INCHES.

B. SURFACE PREPARATION
REBAR MUST BE CLEAN, DRY AND DEGREASED.
DRY DRILLING: VACUUM OR BLOW OUT HOLE USING OIL-FREE COMPRESSED AIR
WET DRILLING: WASH OUT HOLE WITH CLEAN WATER TO REMOVE RESIDUE OF DRILLING SLURRY. REMOVE STANDING WATER AND ALLOW THE HOLE(S) TO DRY.
CLEAN OUT DRILLED HOLE WITH A WIRE BRUSH TO ENSURE ALL DEBRIS IS REMOVED,

C. MIXING
FOR EASE OF MIXING AND HANDLING, EPOXY SHOULD BE CONDITIONED TO 70°F. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR MIXING.

D. INSTALLATION
FOR HORIZONTAL SURFACES, TWO METHODS ARE ACCEPTABLE:
1- POUR EPOXY GROUT INTO THE HOLE AND INSERT REBAR AND WORK IT UP AND DOWN. LIGHTLY TAP TO ENSURE COMPLETE EMBEDMENT.
2- INSERT REBAR INTO DRILLED HOLE AND POUR EPOXY GROUT AROUND IT. USE TEMPLATE OR WEDGES IF NECESSARY TO HOLD IN POSITION.
FOR VERTICAL AND OVERHEAD SURFACES:
PLACE EPOXY GROUT INTO DRILLED HOLE WITH HAND OR POWER OPERATED BULK CAULKING GUN WITH LARGE DIAMETER TIP AND POLYETHYLENE EXTENSION TUB. INSERT BOLT, DOWEL OR REBAR AND WORK BACK AND FORTH TO ENSURE COMPLETE EMBEDMENT. POSITION IN PLACE WITH TEMPLATE OR WEDGES IF NECESSARY.

E. CURING
THE CURE TIME IS DEPENDENT UPON THE TEMPERATURE OF THE SUBSTRATE. TO ACCELERATE CURE (VERIFY THIS WITH MANUFACTURER), PRE-HEAT BOLTS TO APPROXIMATELY 150°F (66°C) AT THE TIME OF INSTALLATION AND MAINTAIN ARTIFICIAL HEAT ON BOLT AND SURROUNDING AREA.

6. GEOTECHNICAL ENGINEER'S RECOMMENDATIONS

EPOXY BONDED REBAR MUST BE INSTALLED AND GROUTED IN THE PRESENCE OF HKA.

CONCRETE SHALL BE SAMPLED AND TESTED AS PROVIDED ELSEWHERE IN THESE NOTES (SEE SHEET 14).

SHOTCRETE APPLICATION SHALL BE OBSERVED BY THE HKA AND SHALL BE SAMPLED AND TESTED AS REQUIRED BY THE ENGINEER (SEE SHEET 14).

SHEET 14 CONTAINS A SPECIAL INSPECTION SCHEDULE WITH FREQUENCY OF INSPECTIONS NOTED.

7. INSPECTIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR ALL INSPECTIONS REQUIRED BY THE CITY OF PACIFIC GROVE BUILDING DEPARTMENT AND HKA INCLUDING ANY REQUIRED SPECIAL INSPECTIONS. SPECIAL INSPECTIONS INCLUDE STRUCTURAL CONCRETE TESTING AND SHOTCRETE TESTING. NOTE THE FOLLOWING REGARDING THE STRUCTURAL OBSERVATION:

A. PRIOR TO COMMENCEMENT OF OBSERVATIONS, THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL A WRITTEN STATEMENT IDENTIFYING THE FREQUENCY AND EXTENT OF STRUCTURAL OBSERVATION.
B. PROVIDE NOTES AND SPECIFICATIONS ON THE PLANS INDICATING WHICH SIGNIFICANT CONSTRUCTION STAGES, INCLUDING THE COMPLETION OF THE STRUCTURAL SYSTEM, ARE TO BE VISUALLY OBSERVED. [§1705 CBC]
C. AT THE CONCLUSION OF WORK INCLUDED IN THE PERMIT, THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL A WRITTEN STATEMENT THAT THE SITE VISITS HAVE BEEN MADE AND IDENTIFY ANY REPORTED DEFICIENCIES WHICH, TO THE BEST OF THE STRUCTURAL OBSERVER'S KNOWLEDGE, HAVE NOT BEEN CORRECTED.

8. HANDRAILS AND GUARDRAILS

HANDRAILS SHALL BE 1.5" INCH ROUND SCHEDULE 80 ASTM A554 TYPE A316 STAINLESS STEEL AS MANUFACTURED AND INSTALLED BY "AGS STAINLESS" OR APPROVED EQUIVALENT. GUARDS SHALL BE 2" SCHEDULE 80 ROUND ASTM A554 TYPE A316 STAINLESS STEEL MANUFACTURED AND INSTALLED BY "AGS STAINLESS" OR APPROVED EQUIVALENT.

STANDARD HOOKS & DEVELOPMENT LENGTH FOR TENSION BARS

90 DEGREE HOOK

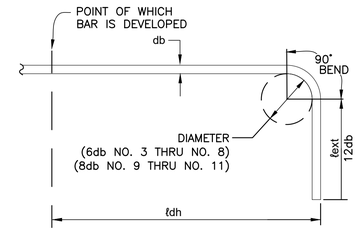
BAR SIZE	MIN. INSIDE DIAMETER (IN.)	STRAIGHT EXTENSION ℓext (IN.)
NO. 3	2.25	4.5
NO. 4	3.0	6.0
NO. 5	3.75	7.5
NO. 6	4.5	9.0
NO. 7	5.25	10.5
NO. 8	6.0	12.0

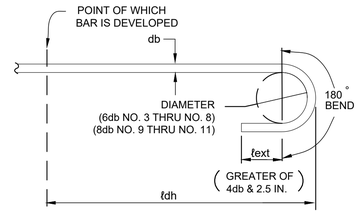
180 DEGREE HOOK

BAR SIZE	MIN. INSIDE DIAMETER (IN.)	STRAIGHT EXTENSION ℓext (IN.)
NO. 3	2.25	2.5
NO. 4	3.0	2.5
NO. 5	3.75	2.5
NO. 6	4.5	3.0
NO. 7	5.25	3.5
NO. 8	6.0	4.0

BARS IN TENSION
(fy=100 ksi & f'c=4.5 ksi)

BAR SIZE	ℓdh (IN.)
NO. 3	6.0
NO. 4	6.5
NO. 5	8.0
NO. 6	9.5
NO. 7	11.0





DEVELOPMENT LENGTH & SPLICE (BARS IN TENSION)

(CLEAR SPACING OF BARS OR WIRES BEING DEVELOPED OR LAP SPLICED AT LEAST 2db AND CLEAR COVER AT LEAST db) (fy=80 ksi & f'c=4.5 ksi)

BAR SIZE	ℓd (IN.)	CLASS B SPLICE ℓd (IN.)
NO. 3	24	32.0
NO. 4	31	40.5
NO. 5	39	51.0
NO. 6	47	61.1
NO. 7	68	88.5

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STRUCTURAL NOTES
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
WATSONVILLE, CA 95076 (831) 722-4175

Date 03-13-2023
Scale AS SHOWN
Drawn MF
Job 11897
Sheet 11 OF 14 SHEETS

GENERAL NOTES

PURPOSE AND OVERVIEW

The purpose of the Lovers Point Pier Interim Repair Project (Project) is to provide short-term structural repairs to the exterior of the Lovers Point Pier in Pacific Grove, CA to maintain the integrity of the core of the pier, and to replace the perimeter railing and stairways for public safety.

FREQUENTLY ASKED QUESTIONS AND THEIR ANSWERS

1) What heavy machinery is proposed to be used and at which phases of construction is heavy equipment required?

Equipment will be determined after selection of the Contractor.

2) Where is the construction staging area? Will construction equipment and materials be stored on the beach?

The staging area will be the parking lot delineated on Sheet 3, Staging and Access, per City request on 1/31/2023.

3) Will the construction be done primarily from the blufftop above, or will construction primarily take place from the pier?

Not applicable to this Project.

4) If construction will take place from the pier, how will heavy equipment gain access to the construction area?

The Contractor will drive equipment down to the pier via the access route delineated in Sheet 3, Staging and Access. The Contractor will remove the equipment from the pier at the end of each work day.

5) How much of the adjacent park and beach areas will be impacted by construction activities and for how long?

The area of the project where active construction operations are being performed should remain closed to public access during the work due to safety concerns. The Contractor is anticipating +/- (TBD) working days to complete their work. This will be adjusted as necessary to take advantage of favorable tide and daylight conditions and will be impacted by unfavorable conditions. The actual duration will be governed by these conditions.

6) If public access will be closed during construction, please describe why it will be necessary to close public access and the estimated duration of the closure.

As explained above, the pier area should remain closed to public access for the duration of the project to allow for public safety. When conditions are safe for the public to enter the work area, those areas will be reopened for public use.

7) Will construction equipment and activities enter the waters of the Monterey Bay?

The Contractor does not anticipate entering the water with any equipment. Contractor shall utilize means and methods to protect the waters of Monterey Bay and prevent any debris or wet concrete from entering those waters.

8) What will the duration and timing of construction be?

The duration of construction will be determined by the Contractor. The Contractor shall develop a schedule that is coordinated with the City of Pacific Grove Public Works Department prior to the start of construction an shall provide that schedule to the Engineer. The schedule for completing the required work may be dependent on tide levels and ocean wave runup and will be determined once all permits are in hand.

MARINE PROTECTION

To prevent any impacts upon the marine habitat, no non-native spoils or debris shall be allowed to enter these areas or shall be allowed to adversely impact the beach or enter the tidal waters. Under no circumstances shall use of equipment be allowed seaward of the Mean High Tide Line in areas where water is present. Equipment and vehicle use on the beach during construction shall be minimized. Contractor employee parking shall be permitted in designated parking areas only. Although construction activity will occur on the beach and near ocean areas, such activity must be strictly confined to the area where work is required. Any areas of loose or unstable soil must be stabilized immediately. Any heavy equipment operation must be conducted with care near the edge of the water to prevent damage to the habitat. Care must be taken so the inland and beach areas outside the work area are not damaged during construction. If a fuel or lubricant spill occurs, immediate notification of the Engineer and appropriate authorities shall be made. Any equipment driven onto the beach should be well maintained and inspected daily to verify that there are no fuel, hydraulic fluid or lubricant leaks.

ACCESS PROTECTION

The proposed access route is on The City of Pacific Grove property. Impacts to the access route must be minimized. The impacts to beach access and residential access must be minimized. Appropriate signage shall be used to make sure that beach users know what to do as they approach the work sites. The Contractor shall be responsible for the restoration of the access route and staging area to its original condition. The Contractor shall use access routes and staging areas as directed by the Owner and shall repair access routes and staging areas to pre-project condition or better as directed by the Owner. The Contractor shall not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner. Underground utilities are located under the access route and shall be protected from damage.

EXAMINATION OF JOB SITE, PLANS AND SPECIFICATIONS

A. The Contractor shall carefully examine the work site and the Plans and Specifications. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Geotechnical and Coastal Engineering Investigation and Plans and these Specifications. The plans consist of 14 sheets.

B. The City of Pacific Grove is the Owner of the Project Area. Haro, Kasunich and Associates, Inc. (HKA), Consulting Geotechnical, Coastal and Civil Engineers, is the Engineer for the Project and will represent the Owner during design and construction of the Project.

C. The contractor shall recognize that the plans used for the drawings of the Pier Structure may differ from the actual physical site. Dimensions are approximate. Before proceeding with the work, it shall be the Contractor's responsibility to check the site in relation to the drawings and specifications. Report any discrepancies to the Owner and the Engineer.

D. The Contractor must attend a pre-bid meeting with the Engineer prior to submitting a proposal to complete the proposed work. The Contractor will be required to attend a pre-construction meeting with the Engineer prior to the commencement of construction. The purpose of these meetings is so the Contractor may ask questions concerning the work and to make sure the Contractor understands the permit conditions and environmental constraints.

COMPLIANCE WITH CODES:

A. All construction and materials shall be as specified and as required by the 2022 California Building Code, the Building Code Standards, locally enforced codes and authorities. All articles, materials and equipment shall be installed, applied and connected as directed by the manufacturer's latest written specifications except where otherwise noted.

B. The Contractor shall be fully informed of all applicable codes, laws, ordinances and regulations of any jurisdiction or authority, and shall adhere strictly thereto. Compliance with all laws, ordinances and regulations of Federal, State, County and Local agencies shall take precedence over all other Contract documents.

INSPECTIONS AND MAINTENANCE

HKA shall be called to perform construction observation and to make a final inspection of the site to assure that the work is completed according to plan. Winter storm inspections shall be conducted to identify problem areas and assess the need for corrective actions. Written documentation should be maintained that notes inspection dates, corrective actions needed and corrective actions taken. The Owner and their representatives shall have the right to inspect any material brought to the job site and shall have the right to reject any materials deemed defective or not conforming to the specifications. HKA shall be called to perform construction observation and to make a final inspection of the drainage and erosion control facilities to assure that the work is completed according to plan. Written documentation should be maintained that notes inspection dates, corrective actions needed and corrective actions taken.

NOTIFICATION OF ENGINEER

The Engineer should be notified at least fourteen (14) working days prior to any site clearing or grading so that the work in the field can be coordinated with the grading contractor, and arrangements for surveying, testing and observation can be made.

TIMETABLE

These plans show the proposed work to be implemented after review and approval from the City of Pacific Grove.

WORK HOUR RESTRICTIONS

Tidal conditions may restrict the available work hours. Wave runup related flood conditions may restrict the available work time. Hours of operation or movement of heavy construction equipment shall be limited to between 8:00 a.m. and 6:00 p.m., Monday through Saturday. Such operations shall not occur on Sundays or holidays unless otherwise approved by the City of Pacific Grove.

NOISE CONTROL

All equipment that will operate at the project site shall be equipped with residential type mufflers.

SITE DISTURBANCE

Disturbance of the property beyond the limits of the necessary work area shall be avoided. Sensitive habitat exists immediately adjacent to the work area. The Contractor should expect regulatory agencies to be particularly concerned about any impacts outside the work area.

STAKING AND LOCATION

1. A surveyor shall locate design locations and mark with stakes prior to construction, for review by Engineer and use during construction by contractor. The contractor shall pay for staking.

2. Reference points will be established by the Engineer or by the Surveyor. These reference points will be used to control placement of the structures relative to cultural features and to elevation. It shall be the Contractor's responsibility to furnish and set such additional marks and stakes as is determined necessary to establish lines and grades required for the completion of the work specified, as shown on the plans. The contractor shall have a grade checker on site to check elevations and control the position of the work.

3. Local survey control: Spikes will be set for use as elevation control points. Do not disturb spikes. The vertical elevation datum is NAVD1988.

DRAINPIPES AND UNDERGROUND UTILITIES

Existing drainpipes and underground utilities within the work area shall be located by the Contractor and avoided and/or protected during construction.
A. The Contractor shall locate, identify, and protect utilities from damage. Location of existing utilities shown on plans is approximate. The existing underground utility locations are not shown on the plans. The Contractor is responsible for locating all existing utilities prior to starting work and protecting utilities throughout course of work. The locations of any existing drain facilities shown on the plans are approximate. The contractor shall verify locations and protect in place, if within the limits of work. The contractor shall plug, cap, or reconnect /reinstall existing drainage facilities damaged during construction, as directed by engineer.
B. The Contractor shall not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.
C. The Contractor shall notify the Owner prior to shut-off of existing utilities.

GRADING

No grading of earth materials is proposed as part of the project. Some demolition of concrete materials will occur. Demolished concrete materials shall be removed from the site and disposed of at an approved disposal site. No concrete rubble derived from demolition shall be allowed to enter the ocean waters.

EROSION CONTROL

During construction, erosion control measures shall be in place. These construction measures shall be in the form of dust control, straw mulch, straw bales and wattles placed at the appropriate areas of work as approved by the Engineer.

SUPPLEMENTAL RECOMMENDATIONS

If undesirable conditions are encountered during construction, or if the proposed construction will differ from that planned at this time, Haro, Kasunich and Associates, Inc., shall be notified so that supplemental recommendations can be given.

Deleterious Materials: The Contractor shall carefully excavate all materials necessary, of whatever nature, for construction of the work. Any material of an unsuitable or deleterious nature discovered during excavation shall be brought to the attention of the Geotechnical Engineer before proceeding with the work.

Voids: Any voids exposed during excavation work shall be backfilled as directed by the Engineer.

Excavation: Sands, soils and bedrock materials excavated during construction shall be exported to an approved dumpsite, as directed by the Engineer.

Temporary Cut Slopes: Maximum gradients shall not exceed 1.0:1.0 (H:V), except in hard bedrock. Temporary cut slopes must be inspected by the Engineer during excavation, to determine the need for temporary shoring or temporary underpinning of adjacent retaining structures and/or improvements. The Contractor shall be required to implement shoring as required by the Engineer and as required by OSHA and other regulatory agencies.

Drainage Pipes: All drainage discharge locations shall be approved by the Engineer.

DUST CONTROL

For dust control purposes, watering of exposed surfaces during clearing, excavation, stockpiling and grading, and in the late morning and the end of each workday shall be done. Grading activities shall be prohibited during periods of high winds greater than 30 miles an hour.

EROSION CONTROL

During construction, erosion control measures shall be in place in areas to be graded, as well as around the stockpiled soils. These construction measures shall be in the form of dust control, straw mulch, straw bales and wattles and/or silt fences placed at the appropriate areas of work as directed by the Engineer.

SUPPLEMENTAL RECOMMENDATIONS

If undesirable conditions are encountered during construction, or if the proposed construction will differ from that planned at this time, our firm shall be notified so that supplemental recommendations can be given.

100% PLANS

REVISIONS	BY

GENERAL NOTES
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
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Date 03-13-2023
Scale AS SHOWN
Drawn MF
Job 11897
Sheet 12
OF 14 SHEETS

CONSTRUCTION MANAGEMENT PLAN PROVISIONS

The Lovers Point Pier Repair Project (Project) proposes short-term structural repairs to the exterior of the pier to maintain the integrity of the core of the pier, and replacement of the perimeter railing and stairways for public safety. The Project would include replacement of approximately 165 linear feet of railing on the upper platform, replacement of approximately 85 linear feet of low-profile bull rail on the lower platform, and reconstruction of the concrete stairs and topping slab on both the upper and lower pier platforms. The Project would also include installing up to 2,000 square feet (up to 40 cubic yards) of reinforced shotcrete around the perimeter of the pier to protect the integrity of the pier. Reconstruction of the topping slab includes removing 7 inches of the topping slab (walking surface) concrete on both the upper pier platform (approximately 1,150 square feet) and lower pier platform (approximately 900 square feet), doweling into the existing remaining concrete slab, and installing new reinforced concrete slab of same thickness. The reconstructed stairways will be built to current code standards and include guardrails and handrailing.

The Lovers Point Pier repair project would occur in a single phase and be scheduled to minimize impacts during the busy summer months between Memorial Day and Labor Day. The construction staging area will be located in the adjacent park and fenced off from the public, and have a contractor trailer, temporary utilities, and gated entrance.

The Project is within City limits and is a public area that falls under the City's recently updated Local Coastal Plan (LCP). The Project construction laydown and staging area will be in the adjacent park open space area and repairs are anticipated to be performed with only land-based equipment. The construction laydown and staging area is approximately 1,000 square feet, as shown in Sheet 3. Installation of the pier perimeter shotcrete will be done only during low tide and scaffolding will be installed on the sides of the pier for over water work. Construction best management practices (BMPs) will be implemented during the duration of the Project and include prevention measures related to over water work and the protection of adjacent waterways. Traffic along Ocean View Boulevard will be maintained except during material transfers during demolition and construction.

The Project shall conform to requirements of these plans and specifications, as well as permit obtained for the project with the more stringent requirements taking precedence.

All work shall take place during daylight hours, and lighting of the beach and ocean area is prohibited.

Grading of intertidal areas is prohibited, except removal of existing debris, concrete, rubble, etc., is allowed in these areas.

Construction (including but not limited to construction activities, and materials and/or equipment storage) is prohibited outside of the defined construction, staging, and storage areas.

Equipment washing, servicing, and refueling shall not take place on the beach, and shall only be allowed at a designated inland location. Appropriate best management practices shall be used to ensure that no spills of petroleum products or other chemicals take place during these activities. Spill kits will be placed onsite.

The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the beach; etc.).

All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each workday. As needed, silt fences, or equivalent apparatus, shall be installed at the perimeter of the construction site to prevent construction-related runoff and/or sediment from entering into Monterey Bay.

All public recreational use areas and all beach access points impacted by construction activities shall be restored to their pre-construction condition or better within three days of completion of construction.

The Permittee shall notify planning staff of the Coastal Commission's Central Coast District Office at least three working days in advance of commencement of construction or maintenance activities and immediately upon completion of construction or maintenance activities.

Minor adjustments to these construction requirements may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

ADDITIONAL CONSTRUCTION REQUIREMENTS

Nothing in these additional construction requirements shall change the need to comply with the Coastal Commission requirements listed above. If questions arise, request clarification from the Project Engineer or Engineering Geologist.

Construction access shall be as directed by owner. Impacts to the access route must be minimized and disturbance along the access route must be restored to pre-construction conditions upon project completion. The following provisions shall apply to the work.

Any debris generated during construction shall be removed from the site.

All work shall take place during daylight hours and lighting of the beach area is prohibited unless, due to extenuating circumstances, the City of Pacific Grove Public Works Director or Executive Director of the California Coastal Commission authorizes non-daylight work and/or beach area lighting.

Construction work and equipment operations shall not be conducted seaward of the mean high water line, with the exception of removal of the existing rip rap that is seaward of the mean high water line.

All construction equipment shall remain as far landward as possible, and shall avoid contact with ocean waters and intertidal areas.

All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each work day. Silt fences, or equivalent apparatus, may be installed at the perimeter of the construction site to prevent construction related runoff and/or sediment from entering into the Pacific Ocean. Fencing may be used on the beach for erosion and sediment controls as necessary to contain rock and/or sediments at the project site.

All construction materials and equipment placed on the beach shall be stored beyond the reach of waves and extreme tides, and shall be removed from the beach if necessary to avoid inundation. Materials that remain on the beach overnight must be located in the dry sand back shore area, as close to the toe of the bluff as possible. The extent of overnight storage areas shall be kept the minimum necessary.

No fueling, or fuel storage shall be allowed on the beach at any time.

The Contractor (and Permittee) shall monitor weather forecasts and move all construction equipment and materials off of the beach in advance of storm or extreme tidal events.

Construction (including but not limited to construction activities, and materials and/or equipment storage) is prohibited outside of the defined construction, staging, and storage areas.

No work shall occur on the pier during weekends or Holidays unless, due to extenuating circumstances (such as tidal issues or other environmental concerns), and the City of Pacific Grove Public Works Director or Executive Director of the California Coastal Commission authorizes such work.

All heavy equipment used for concrete pouring shall be set at least 25 feet landward of the pier entrance and shall use flexible hoses or articulated booms to deliver concrete to the project site. Other heavy equipment may be used periodically atop the pier, but shall be removed from the pier when not in use.

Equipment washing, refueling, and/or servicing shall not take place on the beach, or within 50 feet of the shoreline.

Petroleum products and other hazardous materials will be kept on paved roads or a distance of at least 50 feet from the shoreline.

The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain (including covering exposed piles of soil and wastes); dispose of all wastes properly, place trash receptacles on site for that purpose, cover open trash receptacles during wet weather, remove any construction debris from the beach).

All areas of beach disturbed by construction activities shall be restored to their original pre-construction condition. Upon completion of construction, the access route and staging area shall be restored to their original condition.

At all times during project construction activities, copies of each of the following shall be maintained in a conspicuous location at the construction job site (where such copies shall be available for public review) and all persons involved with the construction shall be briefed on the content and meaning of each prior to commencement of construction: (a) the signed coastal development permit; (b) the approved final plans; and (c) the approved construction management plan.

MARINE PROTECTION

To prevent any impacts upon the marine habitat, no overburden or wet cement may be allowed to adversely impact the beach or enter the tidal zone. Under no circumstances shall use of equipment be allowed seaward of the mean high tide line when seawater is present. Any areas of loose or unstable soil must be stabilized immediately after other portions of the project are finished. Any heavy equipment operation must be conducted with care near any bluff edges to prevent the destabilization of the substrate and additional erosion. Care must be taken so coastal bluffs outside the work area are not damaged during construction.

CONSTRUCTION COORDINATOR

Contractor shall provide a construction coordinator that can be contacted during construction, should questions arise during construction (in case of both regular inquiries and in emergencies). Their contact information (including their address and 24 hour phone numbers) shall be conspicuously posted at the job site in a manner so that the contact information is readily visible from public viewing areas. The posting shall indicate that the construction coordinator should be contacted to answer questions that arise during construction (in case of both regular inquiries and in emergencies). The construction coordinator shall record the name, phone number, nature of all complaints (if any) received during construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.

BEST MANAGEMENT PLAN PROVISIONS

Appropriate protocols shall be implemented to manage all construction-phase Best Management Practices (including installation and removal, ongoing operation, inspection, maintenance, and training), to protect coastal water quality. The Contractor shall provide the SWPPP for the project. Additional Best Management Practices shall include the following:

Best Management Practices:

A. Minimize Erosion and Sediment Discharge. During construction, erosion and the discharge of sediment off-site or into coastal waters shall be minimized through the use of appropriate Best Management Practices including:

1. Land disturbance during construction (e.g., clearing, grading, and cut-and-fill) shall be minimized, and grading activities shall be phased, to avoid increased erosion and sedimentation.

2. Erosion Control Best Management Practices (such as mulch, soil binders, geotextile blankets or mats, or temporary seeding) shall be installed as needed to prevent soil from being transported by water or wind. Temporary Best Management Practices shall be implemented to stabilize soil on graded or disturbed areas as soon as feasible during construction, where there is a potential for soil erosion to lead to discharge of sediment off-site or to coastal waters. This should be done where staging, access, and construction activities occur.

3. Sediment Control Best Management Practices (such as silt fences, fiber rolls, sediment basins, inlet protection, sand bag barriers, or straw bale barriers) shall be installed as needed to trap and remove eroded sediment from runoff, to prevent sedimentation of coastal waters. This should be done where staging, access, and construction activities occur.

B. Minimize Discharge of Construction Pollutants. The discharge of other pollutants resulting from construction activities (such as chemicals, paints, vehicle fluids, petroleum products, asphalt and cement compounds, debris, and trash) into runoff or coastal waters shall be minimized through the use of appropriate Best Management Practices, including:

1. Materials Management and Waste Management Best Management Practices (such as stockpile management, spill prevention, and good housekeeping practices) shall be installed or implemented as needed to minimize pollutant discharge and polluted runoff resulting from staging, storage, and disposal of construction chemicals and materials. Best Management Practices shall include, at a minimum:

a) Covering stockpiled construction materials, soil, and other excavated materials to prevent contact with rain, and protecting all stockpiles from stormwater runoff using temporary perimeter barriers.

b) Cleaning up all leaks, drips, and spills immediately; having a written plan for the clean-up of spills and leaks; and maintaining an inventory of products and chemicals used on site.

c) Proper disposal of all wastes; providing trash receptacles on site; and covering open trash receptacles during wet weather.

d) Prompt removal of all construction debris from the beach.

e) Detaining, infiltrating, or treating runoff, if needed, prior to conveyance off-site during construction.

2. Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of mobile equipment conducted on site shall not take place on the beach, and shall take place at a designated area located at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). The fueling and maintenance area shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area (such as cranes) may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spills, such as fueling the equipment with an impermeable visqueen catchment apron designed to capture any possible spills.

C. Minimize Other Impacts of Construction Activities. Other impacts of construction activities shall be minimized through the use of appropriate Best Management Practices, including:

1. The damage or removal of non-invasive vegetation (including trees, native vegetation, and root structures) during construction shall be minimized, to achieve water quality benefits such as transpiration, vegetative interception, pollutant uptake, shading of waterways, and erosion control.

2. Soil compaction due to construction activities shall be minimized, to retain the natural stormwater infiltration capacity of the soil.

3. The use of temporary erosion and sediment control products (such as fiber rolls, erosion control blankets, mulch control netting, and silt fences) that incorporate plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers) shall be avoided, to minimize wildlife entanglement and plastic debris pollution.

D. Minimize Impact of Construction In, Over, or Adjacent to Coastal Waters and Habitat. Construction shall protect the coastal waters and habitat by implementing Best Management Practices, including:

1. No construction equipment or materials (including debris) shall be allowed at any time within the tidelands when ocean water is present there.

2. Construction activity shall not be conducted seaward of the Mean High Tide Line, unless tidal waters have receded, and the area is part of the authorized work area.

3. All work shall take place during daylight hours, and lighting of the beach and ocean area is prohibited.

4. All construction equipment and materials placed on the beach during daylight construction hours shall be stored beyond the reach of tidal waters.

5. Tarps or other devices shall be used to capture debris, dust, oil, grease, rust, dirt, fine particles, and spills to protect the quality of coastal waters.

6. All erosion and sediment controls shall be in place prior to the commencement of construction, as well as at the end of each workday. At a minimum, if grading is taking place, sediment control Best Management Practices shall be installed at the perimeter of the construction site to prevent construction-related sediment and debris from entering the ocean, waterways, natural drainage swales, and the storm drain system, or being deposited on the beach. Natural beach sand, cobbles, and bedrock materials shall not be removed from the beach.

7. Only rubber-tired construction vehicles shall be allowed on the beach; the only exception shall be that tracked vehicles may be used if the Executive Director agrees that they are required to safely carry out construction. When transiting on the beach, all construction vehicles shall remain as high on the upper beach as possible and shall avoid contact with ocean waters and intertidal areas.

8. All shotcrete and construction material debris resulting from construction activities shall be removed from the beach at the end of each workday.

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CONSTRUCTION MANAGEMENT & BEST MANAGEMENT PLAN PROVISIONS
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
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Date 03-13-2023
Scale AS SHOWN
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Job 11897
Sheet 13 OF 14 SHEETS

SCHEDULE OF SPECIAL INSPECTION

SITE ADDRESS	Lovers Point Pier, Ocean View Blvd Pacific Grove	APN	006-155-099	BP#	TBD

PROJECT DESCRIPTION:
Lovers Point Pier Band-Aid Repair

Notation Used in Table:

Column headers:
C — Indicates continuous inspection is required.
P — Indicates periodic inspections are required. The notes and or contract documents should clarify.

Box entries:
X — Is placed in the appropriate column to denote either "C" continuous or "P" periodic inspections.
--- — Denotes an activity that is either a one-time activity or one whose frequency is defined in some other manner.

Additional detail regarding inspections and tests are provided in the project specifications or notes on the drawings.

Code Section	Verification and Inspection	C	P	NOTES
	1704 – SPECIAL INSPECTIONS			
1704.2.1	☐ Inspect fabricator's fabrication and quality control procedures.	---	---	
Table 1704.3 STEEL	1. Material verification of high-strength bolts, nuts, and washers.			
	☗ Identification markings to conform to ASTM stds specified in the approved construction documents.		X	
	☗ Manufacturer's certificate of compliance required.		X	
	2. Inspection of high-strength bolting:			
	☐ Bearing-type connections.		X	
	☗ Slip-critical connections	X	X	
	3. Material verification of structural steel:			
	☗ Identification markings to conform to ASTM stds specified in the approved construction documents.	---	---	
	☐ Manufacturer's mill test reports	---	---	
	4. Material verification of weld filler materials:			
	☐ Identification markings to conform to AWS designation listed in the WPS.	---	---	
	☐ Manufacturer's certificate of compliance required.	---	---	
	5. Inspection of welding for Structural steel			
	☐ Complete and partial penetration groove welds.	X		
	☐ Multipass fillet welds.	X		
	☗ Single-pass fillet welds > 5/16"	X		
	☐ Single-pass fillet welds ≤ 5/16"		X	
	☐ Floor and roof deck welds.		X	
	6. Inspection of welding for Reinforcing steel			
	☐ Verification of weldability of reinforcing steel other than ASTM A706.		X	
	☐ Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls, and shear reinforcement.	X		
	☐ Shear reinforcement.	X		
	☐ Other reinforcing steel		X	
	7. Inspection of steel frame joint details for compliance with approved construction documents: a. Details such as bracing and stiffening. b. Member locations. c. Application of joint details at each connection.		X	
1704.3 WELDING	1. ☐ Welded studs when used for structural diaphragms.		X	
	2. ☐ Welding of cold-formed sheet steel framing members.		X	
	3. ☐ Welding of stairs and railing systems.		X	

Code Section	Verification and Inspection	C	P	NOTES
1704.4 CONCRETE	1. ☗ Inspection of reinforcing steel, including prestressing tendons and placement.		X	
	2. ☐ Inspection of reinforcing steel welding in accordance with Table 1704.3 Item 5b.	---	---	
	3. ☗ Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X		
	4. ☗ Verifying use of required design mix.		X	
	5. ☗ At time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests and determine the temperature of the concrete.	X		
	6. ☗ Inspection of concrete and shotcrete placement for proper application techniques.	X		
	7. ☗ Inspection for maintenance of specified curing temperature and techniques.		X	
	8. Inspection of prestressed concrete			
	☐ Application of prestressing forces.	X		
	☐ Grouting of bonded prestressing tendons in the seismic force-resisting system.	X		
	9. ☐ Erection of precast concrete members.		X	
	10. ☐ Verification of in-situ concrete strength, prior to stressing of tendons in postensioned concrete and prior to removal of shores and forms from beams and structural slabs.		X	
	11. ☗ Inspect formwork for shape, location, and dimensions of the concrete member being formed.		X	
Table 1704.5.1 LEVEL 1 MASONRY INSPECTIONS	1. At the start of masonry construction verify the following to ensure compliance:			
	☐ Proportions of site-prepared mortar.		X	
	☐ Construction of mortar joints.		X	
	☐ Location of reinforcement, connectors, prestressing tendons, and anchorages.		X	
	☐ Prestressing technique.		X	
	☐ Grade and size of prestressing tendons and anchorages.		X	
	2. Verify:			
	☐ Size and location of structural elements.		X	
	☐ Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.		X	
	☐ Specified size, grade, and type of reinforcement.		X	
	☐ Welding of reinforcing bars.	X		
	☐ Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F)		X	
	☐ Application and measurement of prestressing force.		X	
	3. Prior to grouting verify the following to verify compliance.			
	☐ Grout space is clean.		X	
	☐ Placement of reinforcement and connectors and prestressing tendons and anchorages.		X	
	☐ Proportions of site-prepared grout and prestressing grout for bonded tendons.		X	
	☐ Construction of mortar joints.		X	
	4. Grouting			
	☐ Verify grout placement to ensure compliance with code and construction document provisions.	X		
	☐ Observe grouting of prestressing bonded tendons.	X		

Code Section	Verification and Inspection	C	P	NOTES
Table 1704.5.3 LEVEL 2 MASONRY INSPECTIONS	5. ☐ Observe preparation of required grout specimens, mortar specimens, and/or prisms.	X		
	6. ☐ Verify compliance with required inspection provisions of the construction documents and the approved submittals.		X	
	1. From the beginning of masonry construction the following shall be verified to ensure compliance:			
	☐ Proportions of site-prepared mortar, grout, and prestressing grout for bonded tendons.		X	
	☐ Placement of masonry units and construction of mortar joints.		X	
	☐ Placement of reinforcement, connectors and prestressing tendons and anchorages.		X	
	☐ Grout space prior to grouting.	X		
	☐ Placement of grout.	X		
	☐ Placement of prestressing grout.	X		
Table 1704.5.3 LEVEL 2 MASONRY INSPECTIONS	2. Verify			
	☐ Size and location of structural elements.		X	
	☐ Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames and other construction.	X		
	☐ Specified size, grade, and type of reinforcement.		X	
	☐ Welding of reinforcing bars.	X		
	☐ Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F).		X	
	☐ Application and measurement of prestressing force.	X		
	3. ☐ Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed.	X		
	4. ☐ Compliance with required provisions of construction documents and the approved submittals shall be verified.		X	
1704.6	1. ☐ Inspect prefabricated wood structural elements and assemblies in accordance with Section 1704.2	---	---	
	2. ☐ Inspect site built assemblies.	---		
1704.6.1 HIGH-LOAD DIAPHRAGMS	1. ☐ Verify grade and thickness of sheathing.	---		
	2. ☐ Verify nominal size of framing members at adjoining panel edges.	---		
	3. ☐ Verify: a. Nail or staple diameter and length, b. Number of fastener lines, c. Spacing between fasteners in each line and at edge margins.	---	---	
Table 1704.7 SOILS	1. ☐ Verify materials below footings are adequate to achieve the desired bearing capacity.		X	
	2. ☐ Verify excavations are extended to proper depth and have reached proper material.		X	
	3. ☐ Perform classification and testing of controlled fill materials.		X	
	4. ☗ Verify use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill.	X		
	5. ☗ Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly.		X	
Table 1704.8 PILE FOUNDATIONS	1. ☐ Verify pile materials, sizes and lengths comply with the requirements.	X		
	2. ☐ Determine capacities of test piles and conduct additional load tests, as required.	X		
	3. ☐ Observe driving operations and maintain complete and accurate records for each pile.	X		

Code Section	Verification and Inspection	C	P	NOTES
Table 1704.8 PILE FOUNDATIONS	4. ☐ Verify locations of piles and their plumbness. a. Confirm type and size of hammer. b. Record number of blows per foot of penetration. c. Determine required penetrations to achieve design capacity. d. Record tip and but elevations and record any pile damage.	X		
	5. ☐ For steel piles, perform additional inspections in accordance with Section 1704.3.	---	---	
	6. ☐ For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	---	---	
	7. ☐ For augered uncased piles and caisson piles, perform inspections in accordance with Section 1704.9.	---	---	
Table 1704.9 PIER FOUNDATIONS	1. ☐ Observe drilling operations and maintain complete and accurate records for each pier.	X		
	2. ☐ Verify locations of piers and their plumbness. Confirm: a. Pier diameters, b. Bell diameters (if applicable), c. Lengths, embedment into bedrock (if applicable), d. Adequate end strata bearing capacity.	X		
1704.10 SPRAYED FIRE-RESISTANT MATERIAL	1. ☐ Inspect surface for accordance with the approved fire-resistance design and the approved manufacturer's written instructions.	---	---	
	2. ☐ Verify minimum ambient temperature before and after application.	---	---	
	3. ☐ Verify ventilation of area during and after application.		X	
	4. ☐ Measure average thickness per ASTM E605 and Section 1704.10.3.	---	---	
	5. ☐ Verify density of material for conformance with the approved fire-resistant design and ASTM E605.	---	---	
	6. ☐ Test cohesive/adhesive bond strength per Section 1704.10.5.	---	---	
1704.11	☐ Mastic and Intumescent Fire-Resistant Coating	---	---	
1704.12	☐ Exterior Insulation and Finish Systems (EIFS)	---	---	
1704.13	☐ Alternate Materials and Systems	---	---	
1704.14	☐ Smoke Control System	---	---	
	SECTION 1705 – STATEMENT OF SPECIAL INSPECTIONS			
1705.3.4 [4.3] SEISMIC	☐ Suspended ceiling systems and their anchorage.	---	---	
1705.4.2 WIND	1. ☐ Roof cladding and roof framing connections.	---	---	
	2. ☐ Wall connections to roof and floor diaphragms and framing.	---	---	
	3. ☐ Roof and floor diaphragm systems, including collectors, drag struts and boundary elements	---	---	
	4. ☐ Vertical wind-force-resisting systems, including braced frames, moment frames, and shear walls.	---	---	
	5. ☐ Wind-force-resisting system connections to the foundation.	---	---	
	6. ☐ Fabrication and installation of systems or components required to meet the impact resistance requirements of Section 1609.1.2.	---	---	

Code Section	Verification and Inspection	C	P	NOTES
	SECTION 1707 - SPECIAL INSPECTION FOR SEISMIC RESISTANCE			
1707.2	☐ Special inspection for welding in accordance with AISC 341.	X		
1707.3 WOOD	☐ Inspect field gluing operations of elements of the seismic-force-resisting system.	X		
	☐ Inspect nailing, bolting, anchoring, and other fastening of components within the seismic-force-resisting system, including: a. wood shear walls, b. wood diaphragms, c. drag struts, braces, d. shear panels, e. hold-downs.		X	
1707.4 COLD-FORMED STEEL FRAMING	☐ Welding of elements of the seismic-force-resisting system.		X	
	☐ Inspection of screw attachments, bolting, anchoring, and other fastening of components within the seismic-force-resisting system including struts, braces, and hold-downs.		X	
1707.5 PIER FOUNDATIONS	1. ☐ Placement of reinforcing		X	
	2. ☐ Placement of concrete	X		
1707.6	☐ Anchorage of storage racks and access floors 8 feet or greater in height.		X	
1707.7 ARCHITECTURAL COMPONENTS	1. ☐ Inspect erection and fastening of exterior cladding weighing more than 5 psf.		X	
	2. ☐ Inspect erection and fastening of interior and exterior non-bearing walls weighing more than 15 psf.		X	
	3. ☐ Inspect erection and fastening of interior and exterior veneer weighing more than 5 psf.		X	
1707.8 MECHANICAL AND ELECTRICAL COMPONENTS	1. ☐ Inspect anchorage of electrical equipment for emergency or stand-by power systems.		X	
	2. ☐ Inspect anchorage of non-emergency electrical equipment.		X	
	3. ☐ Inspect installation of piping systems and associated mechanical units carrying flammable, combustible, or highly toxic contents.		X	
	4. ☐ Inspect installation of HVAC ductwork that contains hazardous materials.		X	
	5. ☐ Inspect installation of vibration isolation systems where required by Section 1707.8.		X	
1707.9	☐ Verify that the equipment label and anchorage or mounting conforms to the certificate of compliance when mechanical and electrical equipment must be seismically qualified.	---	---	
1707.10	☐ Seismic isolation system: Inspection of isolation system per ASCE 7 – Section 17.2.4.8		X	
	SECTION 1708.1 - STRUCTURAL MASONRY TESTING FOR SEISMIC RESISTANCE			
1708.1.1	☐ Verify certificates of compliance prior to construction.	---	---	
1708.1.2	☐ Verification of f'_m and f_{AAC} prior to construction.	---	---	
1708.1.4	☐ Verification of f'_m and f_{AAC} every 5000 square feet during construction.		X	
1708.1.4	☐ Verification of proportions of materials in mortar and grout as delivered to the site.	---	---	
1708.3	☐ Obtain mill certificates for reinforcing steel, verify compliance with approved construction documents, and verify steel supplied corresponds to certificate.	---	---	
1708.4	☐ Structural Steel: Invoke the QAP Quality Assurance requirements in AISC 341.	---	---	
1708.5	☐ Obtain certificate that equipment has been tested per Section 1708.5.	---	---	
1708.6	☐ Obtain system tests as required by ASCE 7 Section 17.8.	---	---	

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SPECIAL INSPECTION NOTES
LOVERS POINT PIER INTERIM REPAIR
CITY OF PACIFIC GROVE LOVERS POINT PARK
APN 006-155-099, OCEAN VIEW BLVD., PACIFIC GROVE, CA 93950

HARO, KASUNICH AND ASSOCIATES, INC.
CONSULTING CIVIL, GEOTECHNICAL & COASTAL ENGINEERS
116 EAST LAKE AVENUE
WATSONVILLE, CA 95076 (831) 722-4175

Date 03-13-2023
Scale AS SHOWN
Drawn MF
Job 11897
Sheet 14 OF 14 SHEETS

Lovers Point Pier Repair Project

City Council
City of Pacific Grove

Joyce Halabi, jhalabi@cityofpacificgrove.org

Recommendation

1. Receive Report

2. Provide staff with direction on pursuing the interim repair design solution

3. Alternatively, discuss and take other action related to this item

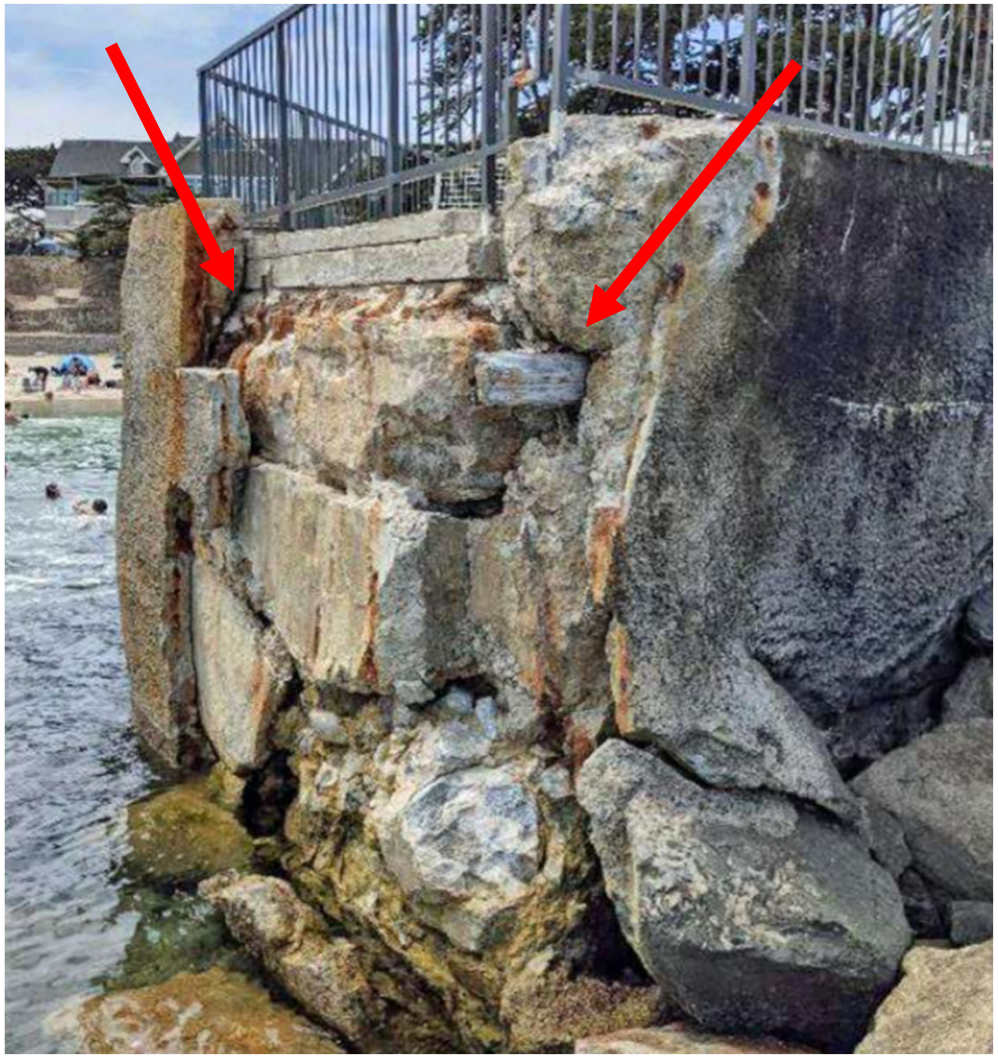
Background

- January 2021-seaward tip of the Pier was damaged by wave runup & wave impact forces during storms.

- Geotechnical/coastal engineering firm consulted to provide repair recommendations.

- Minimal info on the existing pier structure available → additional exploration needed prior to developing repair recommendations.

- The tip of the pier was closed to ensure safety and will remain closed until repairs can be made.

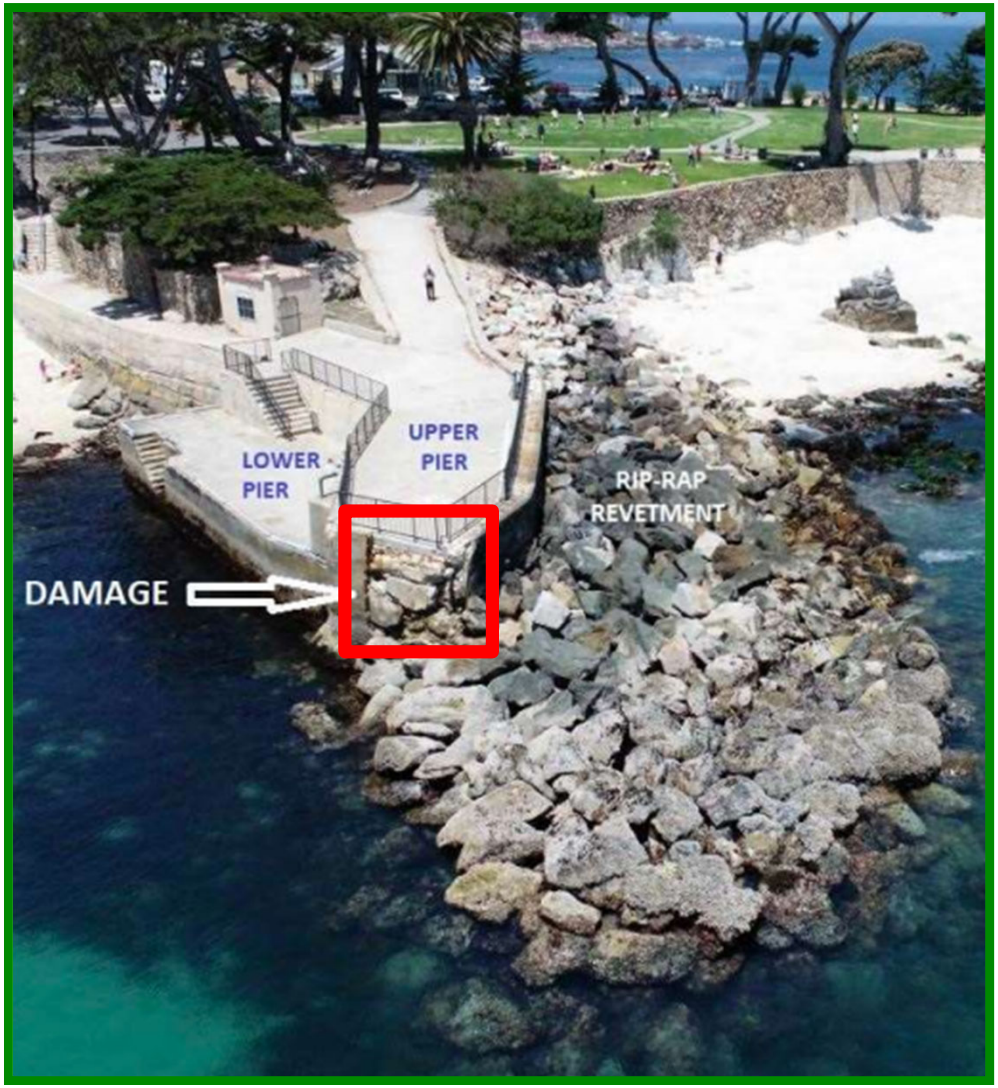


Background

- $100,000 was budgeted for the Lovers Point Pier Project via FY21/22 CIP.

- December 2021, Council authorized an agreement with GHD ($99,852)

- Scope of services includes pier investigation, conditions assessment report, interim repair design, & grant support



Pier History

Pier investigation began with a review of historical documentation

Circa 1900 there was a granite quarry which enlarged the cove were the beach exists today

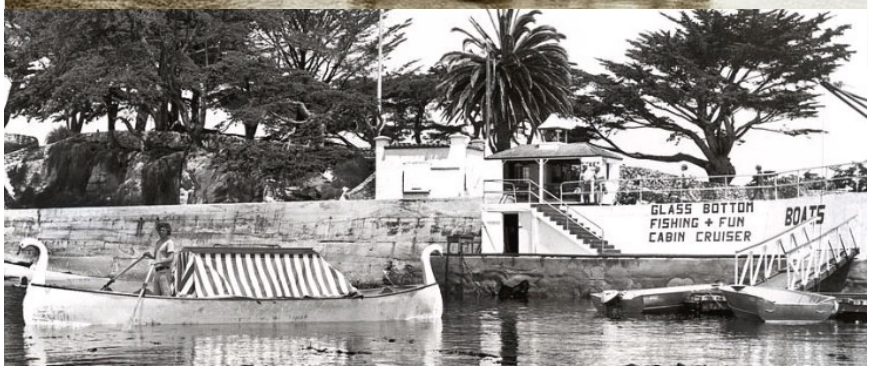
Before 1907, a cement pier was constructed, replacing a wooden wharf

1909 cement pier further extended. Two 25-30' tall concrete monoliths tipped off the pier, covered w/granite rock & cement. Wooden wharf extensions also created

Improvements made in1980's; construction of concrete walls & fascia; created shell around the pier & lower dock

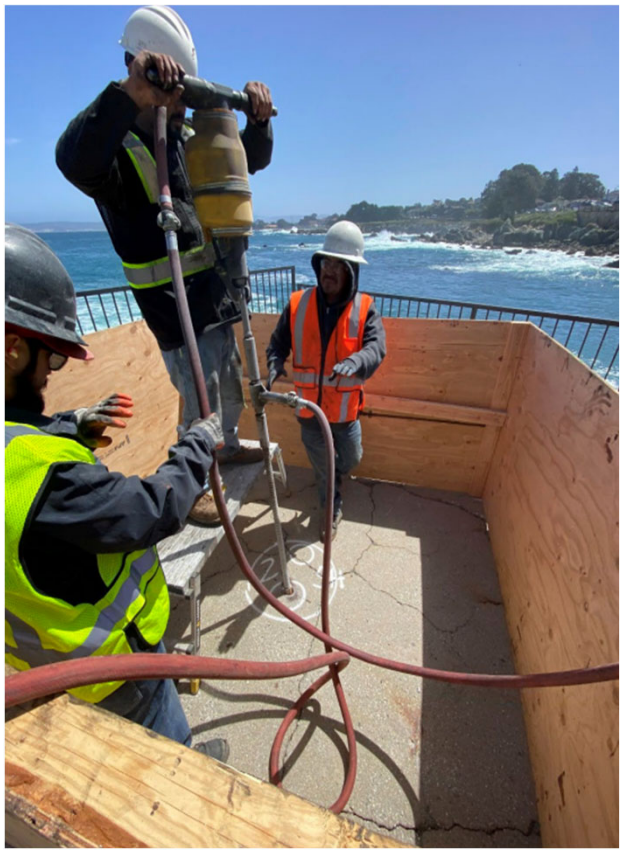






Condition Assessment

- Internal structures of the pier assessed by boreholes & core samplings
  - Allowed for review of the composition & strength of structure
- Wave runup analysis, riprap revetement size analysis & visual inspections also performed





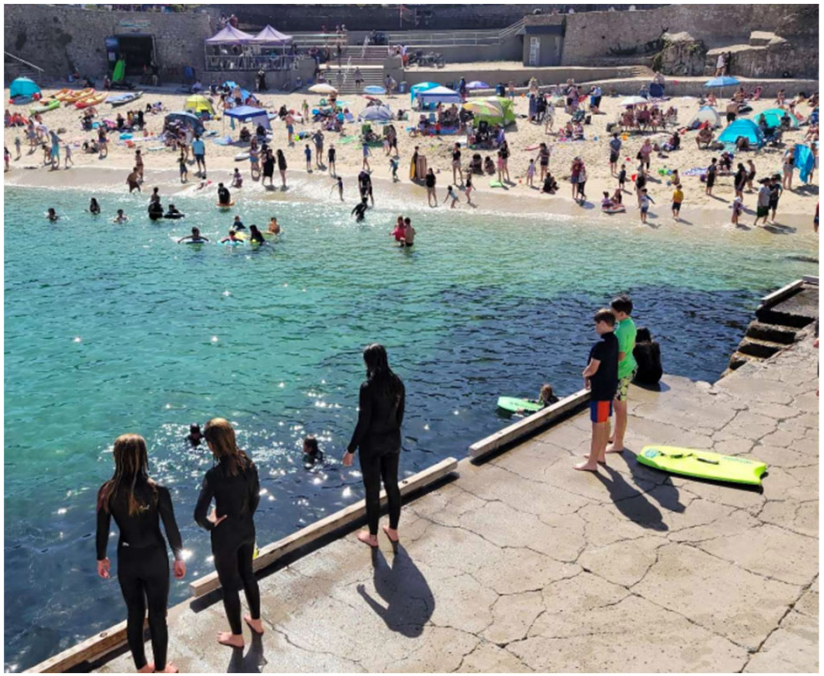
Additional details and information can be found in the Pier Condition Assessment included as Attachment 1.

Assessment Takeaways

- ✓ Primarily a gravity structure; not column supported or reliant on strength of concrete beams; founded on natural ridge of granite bedrock
- ✓ Comprised of interbedded layers of concrete, a matrix of concrete bonded to rip rap and rip rap rock
- ✓ Voids/joints exists within/between the interbedded layers
- ✓ Some concrete is weak, other segments are strong.
- ✓ 1980's reno encased weaker concrete & rip rap; Reinforced concrete walls & slabs provide protective layer for the weaker legacy material
- ✓ Reinforced concrete used iron & carbon rebar; corroded and expanded resulting in severe concrete cracks & spalling, further exposing rebar.
- ✓ Rebar supporting concrete walls severely corroded at east end (upper deck). Panel of concrete dislodged & feel into the ocean during wave events.

Assessment Takeaways

- ✓ The pier has performed as expected based on its construction
- ✓ **The gravity structure is not in danger of a catastrophic failure at this time**
- ✓ As the reinforced concrete walls continue to fail, exposing more of the vulnerable core of the gravity structure, the rate of deterioration will accelerate

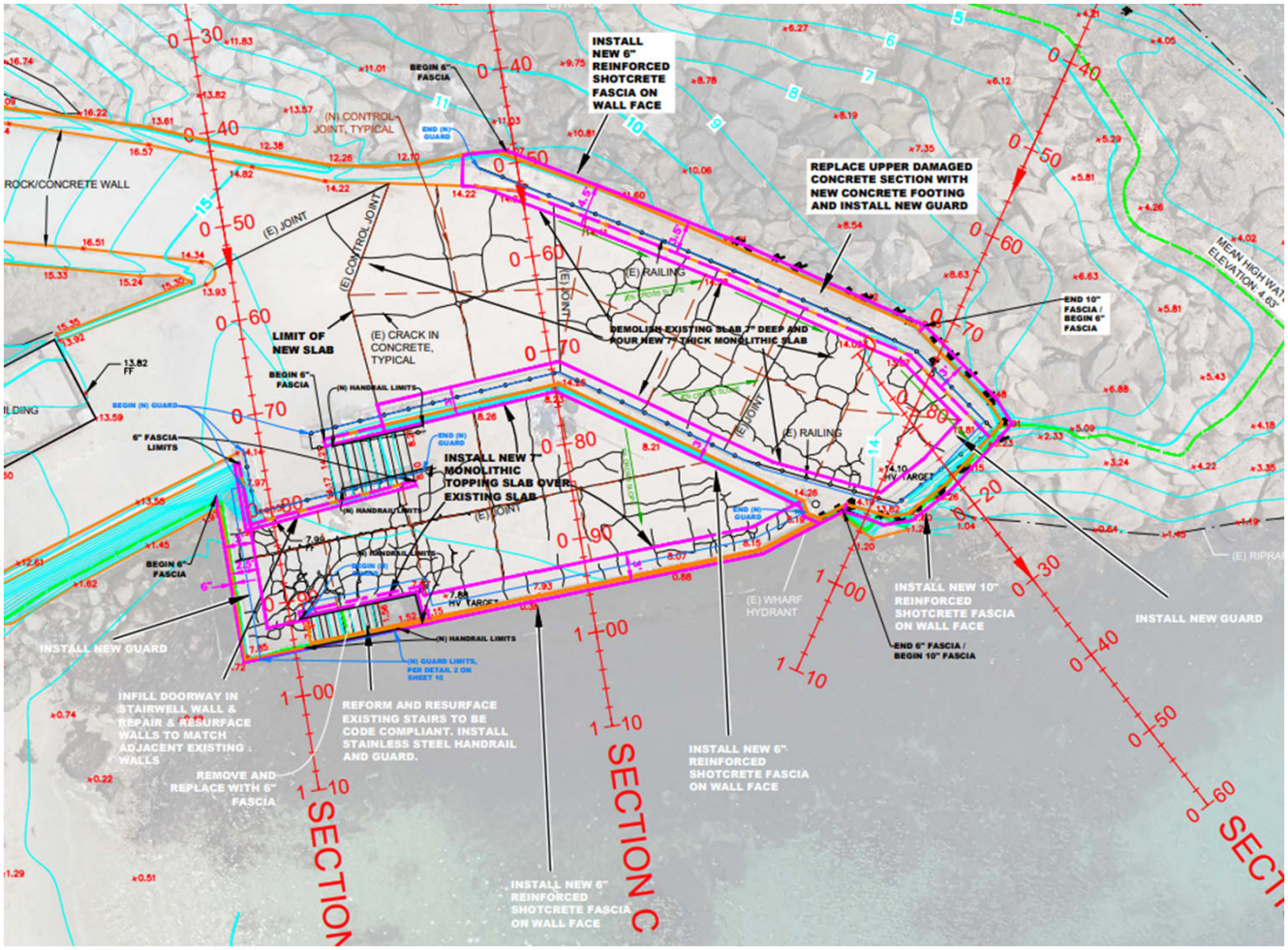


If nothing is done to reinforce and stabilize the core of the structure, the damage will get worse in the coming decade.

If the pier & rock jetty were to cease to exist – the sediment flow & accumulation patterns in the vicinity of the pier would be altered to the detriment of public access/recreational beach usage – **the beach would be adversely affected, directly impacting public beach usage**.

Interim Repair

- ✓ As an element of the scope of work, GHD prepared an interim repair option & plans set
- ✓ Interim repair solution will address identified deficiencies & improve & enhance safety of pier structure.



Interim Repair Design included as Attachment 2.

Interim Repair

SCOPE OF WORK

- Install reinforced shotcrete fascia on existing pier wall face.
  - *will act as a structural element & a cosmetic surface that matches adjacent concrete*
- Replace concrete at edges & top of pier w/sound concrete edge
- Replace concrete footings & guard rail on pier perimeter
- Demolish a 7" segment of the existing slab; pour new 7" thick monolithic slab on the seaward 75 feet of the upper deck
- Replace concrete slab on entire lower pier deck
- Reform & resurface lower staircase that extends into water from the lower pier deck



Engineer's estimate for the interim repair is $1.35 million.
Interim repair is anticipated to last upwards of 20 years.

Long Term Repair Options

High-level analysis of long-term repair alternatives explored. Intention to conceptually understand methods by which a long-term repair solution could be achieved & potential drawbacks

1. Total removal of the pier & rip-rap revetment & construction of a new wharf supported by deep foundations

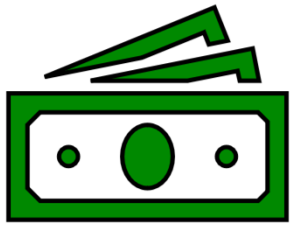
2. Total removal of the pier & rip-rap revetment and construction of a new concrete gravity structure supported directly upon the granite bedrock formation that makes up the sea floor

3. Removal of existing concrete pier gravity structures above 0.0 feet NAVD88 & construction of new pier atop old concrete foundation elements and riprap.

4. Total removal of the pier & rip-rap revetment; construction of a rip-rap jetty in the same footprint with adequately sized rock to an approximate elevation of +20.0 feet NAVD88. Construct a concrete gravity structure atop the rip-rap jetty as a causeway for recreational access
   - ***This alternative is preferred from a constructability, environmental impact & long-term protection standpoint***

Feasibility study & deeper analysis of the long-term alternatives & detailed coastal engineering would be required if the Council wants to pursue long-term options

Additional Info



GRANT SUPPORT

- GHD actively researching grant opportunities for the interim repair
- Availability of grants is time dependent (grants have specific periods for submittal)
- If Council interest in interim repair exists, a deeper dive into grant funding will take place
  - *Staff can return with updates & options for funding interim repair*



PERMITTING

- Project will require permits from the California Coastal Commission (CCC)
- Interim repair discussed at a high-level with CCC staff; begin dialogue in advance of formal application
- Formal permit app will be submitted if Council expresses interest in pursuing the interim repair

Questions?

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

MEETING DATE: June 07, 2023

SUBJECT: Local Water Project Operations and Maintenance Contract ***This item was continued from Council's May 17, 2023 meeting.***

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

RECOMMENDATION

1. Authorize an amendment to the Asset Management Agreement with PERC Water for the Operations & Maintenance of the Pacific Grove Local Water Project for a 5-year term (November 1, 2023 –October 31, 2028) at a monthly fixed cost of $32,896 and a variable cost of $247.24 per acre foot of influent flow to the plant.
2. Alternatively, discuss and take other action related to this item

DISCUSSION

PERC Water Corporation (PERC) was founded in January 1998 as an entity that provides services from initial design through construction of wastewater treatment and recycling facilities, and long-term operations for wastewater and recycling projects. In August 2015, the City entered into an agreement with PERC for the final design and construction of the Local Water Project (LWP). In November 2017, the City entered into an Asset Management Services Agreement with PERC for the operations and maintenance of the LWP for a term of 5 years.

The term of the original agreement expired on October 31, 2022. Section 2, "Term," of the agreement specifies that 9 months before the expiration of the operations period, PERC and the City will meet to discuss, in good faith, an extension upon the same terms and conditions of the Asset Management Services Agreement with such revisions as mutually agreed to by both parties.

In March 2022, City staff was approached by PERC and discussions began. The City requested PERC review their current operations and costs, as well as assess any operational efficiencies that could be implemented to decrease costs. Multiple discussion occurred with PERC. During these discussions, PERC shared those operational expenditures had risen due to significant increases in costs associated with the process chemicals, labor, fuel, monitoring and sampling, and operational facets.

At their October 19, 2022 meeting, the City Council authorized staff to enter into a one-year extension to the original O&M agreement with PERC. This one-year extension allowed City staff to continue negotiations with PERC with the expectation that a new proposals would be brought forth to the Council

for consideration by May of 2023. This provided 6 months to discuss new terms with PERC. This also provided staff with 6 months to proceed through the RFQ process and solidify a new agreement with a vendor if consensus could not be met with PERC.

City staff discussed operations of the LWP with PERC and received a proposal that is acceptable to bring forward to the City Council for consideration (Attachment 1).

The proposal has two options for Council consideration:

Options 1. The first option has a fixed monthly fee of $32,896, with a variable fee of $247.24 per acre foot, that is based on inflow water. This option is identical to the scope PERC currently provides but has an increase of $80,496 annually to cover rising expenses associated with insurances, staffing, fuel, and other various expenses associated with plant operations. In this option PERC provides day-to-day operation and management of the facility with 24-hour monitoring, as well as payment for all the consumables, internet and certified lab services. The City will continue to be responsible for the cost of replacement and repair parts.

Option 2. In the second option, PERC will provide all day-to-day operation and management of the facility with 24-hour monitoring. PERC has removed from their scope the cost of consumables and outside services such as certified lab for sample analysis, process chemicals and Internet service. In this scenario, these items would be directly billed to the City, avoiding a markup and contingency. All other services remain included in this option. The monthly fixed fee for this option is $30,726. It is anticipated that the cost of the consumables will be $79,000 per year.

Fees	Current	Option1	Option2
Monthly Service fee	$26,188.00	$32,896.00	$30,726.00
Variable Unit Fee	$247.24	$247.24*	$79,000**
Annual Cost	$338,905.82	$422,937.36	$447,712.00

*This cost estimate is based on the 2022 figure of 114 acre feet sold.
**estimated cost to for consumables that City will be billed directly for (also based on assumption of 114 acre feet sold)

The LWP requires that the operations have a Grade IV Wastewater Certified Operator to oversee the plant. PERC has the qualifications, knowledge, necessary skills, insurances, and workforce to continue operations of the LWP, the City does not have this level of expertise.

Staff is recommending the Council proceed with Option 1. It is the most cost-effective solution and will provide the City with a consistent high level of service to current day operations.

Option 2 is not advised because it is anticipated to be more costly with the cost of consumables. Moreover, this option does not account for added administration that would be transferred to City staff, associated with management of the consumables (invoicing, contract administrations, etc).

If approved, staff will enter into an amendment to the original Asset Management Agreement with PERC executed in November 2017 (Attachment 2) updating the terms and fee schedules.

OPTIONS

1. Do nothing. This is not recommended as we will not have an operator for the Local Water Project and the plant will not be able to produce irrigation water for the golf course, cemetery, and lighthouse grounds after the one-year term has expired.
2. Authorize staff to release a Request for Qualifications. This option is not advised as it is anticipated that proposal costs will be higher than the options provided through negotiations with PERC.

FINANCIAL IMPACT:

Staff will be proposing $400,000 through the FY 23/24 Budget process to allow for the operations of the Local Water Project. This proposed funding will allow for 4 months under the current agreement terms, expiring October 31, 2023, and the remaining 8 months for the newly proposed fees (option 1). Funds have been budgeted based on Option 1 for the new agreement utilizing 114-acre feet as the base line for the variable fee.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Staff PPT

Amendment Proposal

Asset Management Agreement

Perc Water Amendment Operations LWP



City Council
City of Pacific Grove

Background/Current Operations

- City has agreement with Perc Water for operations
- 5-year agreement commenced in January of 2018
- Original agreement expired on October 31, 2022
- Council Authorized a one year extension October 19, 2022
- Current extension expires October 31, 2023
- Staff specified we would return to Council within 6 months
- Allows time for RFP if necessary

Pricing

Fees	Current	Option 1	Option 2
Monthly Service Fee	$26,188.00	$32,896.00	$30,726.00
Variable Unit Fee	$247.24	$247.24*	$79,000**
Annual Cost	$338,905.82	$422,937.36	$447,712.00

**This cost estimate is based on the 2022 figure of 114 acre feet sold.
**estimated cost to for consumables that City will be billed directly for (also based on assumption of 114 acre feet sold

Recommendation

1. Authorize an amendment to the Asset Management Agreement with PERC Water for the Operations & Maintenance of the Pacific Grove Local Water Project for a 5-year term (November 1, 2023 –October 31, 2028) at a monthly fixed cost of $32,896 and a variable cost of $247.24 per acre foot of influent flow to the plant.

2. Alternatively, discuss and take other action related to this item

Questions?

City Council
City of Pacific Grove

May 2, 2023

Mr. Daniel Gho, Public Works Director
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

PERC Water Corporation (PERC Water) is pleased to provide this proposal to the City of Pacific Grove (City) to extend the current contract for the Operation Services of the Local Water Project.

PERC Water has provided operation and maintenance of the facility since startup completion in 2017. The Initial contract included a term of five years (2017 to 2022) and was extended in October 2022 for an additional 1-year period (Nov. 1, 2022 to Oct. 30, 2023). The extended period is approaching its expiration. Accordingly, we have initiated conversations with City staff to discuss a contract extension.

We have reviewed the current cost of operation in an effort to identify cost saving efficiencies. The fee for the scope of service we provide is largely based on the cost of labor, and in the current labor market, the cost of qualified operators has significantly increased. The second greatest cost factor for the facility operation is process chemical addition. The influent flow to the facility contains an abnormally high concentration of tannins. The tannins cause a decrease in UV transmissivity resulting in the inability to adequately disinfect the treated effluent. The treatment for high tannins is to dose aluminum sulfate to the influent flow. Utilizing aluminum sulfate was not anticipated during the original design and operation and has significantly increased our cost to operate.

Proposal Options

In the proposal to follow, we have provided two options for this service. The first option is a service offering identical to the scope we currently provide. In this option we provide day-to-day operation and management of the facility with 24-hour monitoring, as well as payment for all the consumables and certified lab services. The City will continue to be responsible for the cost of replacement and repair parts.

In the second option we also provide day-to-day operation and management of the facility with 24-hour monitoring. We have removed from our scope the cost of consumables and outside services such as certified lab for sample analysis, process chemicals and Internet service. These items can be direct billed to the City, avoiding our markup and contingency, thus reducing overall cost to the City. All other services remain included in this option.

Contract Term

To provide operational continuity and uninterrupted service, we propose a five-year (5) term for this new service agreement. A five-year term also helps us provide a meaningful commitment to our onsite staff as we recruit the professionals we need to operate and maintain the facility. This proposed term also allows us to look at the facility maintenance and capital improvements on a long-term basis for forward planning and budgeting.

Scope of Service

Proposal Option #1

PERC Water will operate the Local Water Project per the Scope of Services as detailed below, including staffing the facility as needed to provide uninterrupted service.

- Operate, maintain and or remotely monitor the facility seven days per week, 24 hours per day.
- Respond to alarms and callouts seven days per week, 24 hours per day with no more than 60-minute onsite response time if necessary.
- Communicate effectively with recycled water users at the Pacific Grove Golf Links and City staff.
- Coordinate recycled water production and distribution with recycled water users
- Provide certified operators as required by regulatory requirements.
- Provide sample collection and analysis for in-house process control.
- Provide sample collection and transportation to Certified Lab for sample analysis for regulatory reporting. The lab fees are included Option #1 PERC's pricing.
    - PERC Water will be using Monterey Bay Analytical Services for compliance sample analysis.
- Provide proper screening management and disposal.
- Provide internet service for operations staff and remote access
- Manage Waste Activated Sludge (WAS) operations in compliance with Regional Water Pollution Control Agency (MRWPCA) requirements.
- Maintain Emergency Response Plan (ERP) Contingency Plan to address spills overflows and system failures annually.
    - Provide copies of all plans to the City of Pacific Grove Public Works Department.
- Prepare and maintain site specific safety plan and adhere to Occupational Safety and Health Administration (OSHA) requirements.
    - Adopt and implement an OSHA Compliance Plan.
- Purchase and manage the usage of chemicals required for the operation of the facility and the cleaning of the membranes.
- Maintain site security, including security alarms, entrance gates and proper signage.
- Maintain facility access for City personnel and Public Works Staff.
    - Provide keys to the facility and security alarm codes as required.
- Maintain, update and store accessibly the Facility O&M Manual, Standard Operating Procedures (SOPs), site-specific log book, design plans, permits and all other documents specific to the facility including PERC Water's Contract Operator Certification issued by the Office of Operator Certification.
- Operate the WRF in conformance with the original equipment manufacturer (OEM) recommendations and maintain the equipment warranties to maximize equipment life cycle.
- Provide a Computerized Maintenance Management Software (CMMS) program for all preventive, predictive and corrective maintenance for all facility equipment and structures.
    - PERC Water currently uses a computerized software program called e-Maint, a cloud based software product designed for Wastewater Utilities.
- Perform PMs per OEM recommendations to maximize the life cycle of all facility equipment.
- Participate in annual budget process providing input for annual maintenance costs, repair, replacements, and capital improvements.
- Provide "out of scope" tasks as mutually agreed.

    - Cost based on actual equipment material and sub-contractor costs, Operator standard hourly rate and a maximum 10% administrative fee.
- Provide work orders per OEM recommendations and perform adequate operation and monitoring.
- Track all CMMS work orders and percent complete with a summary report to be included in the monthly report of operations.
- At all times keep the facility clean, neat and safe by removal and disposal of trash and debris including parking areas and perimeter fencing.

Monitoring, Reporting and Compliance

- Remote monitoring of critical alarms and processes (Operator in Charge, Chief Operator and Division VP).
- Provide a monthly report of operation to be presented to the City of Pacific Grove at a monthly in-person meeting and presented to City Council if desired. The Monthly report of operations shall include at a minimum:
    - A detailed narrative summarizing the O&M activities that took place during the month.
    - All equipment repairs and preventive maintenance tasks.
    - Water quality data for the month and for the preceding twelve months for comparison purposes. Identify any constituents of regulatory concern and discussion of a plan of action to respond to the concerns.
    - Monthly discharge schedules (Golf Course, Cemetery etc.).
    - Monthly power consumption and rolling twelve-month comparison
    - Waste Activated Sludge discharged to MRWPCA including concentration and any other requirements of MRWPCA. Provide a rolling twelve-month comparison.
    - Visitor log and safety and security report.
    - Facility maintenance summary.
    - Work orders issued, completed, and remaining open.
    - Equipment out of service.
    - Reclaimed water production and irrigation use.
    - Reclaimed water used by trucks.
    - Status of all capital improvements, maintenance and repairs performed or coordinated during the month.
- Prepare and submit monthly and annual regulatory reports in accordance with the Waste Discharge Requirements (WDR) and Monitoring and Reporting Plan. Meet all reporting and monitoring requirements of the Central Coast Region Water Quality Control Board. Upload reports top Geotracker as required.
- Provide alarm monitoring and response as needed with no more than 60 minute response time.
- Maintain monthly log of operation maintenance and laboratory analysis.
- Maintain monthly odor complaints and callout response log.
- Provide any additional reports required by law.
- Upon request provide reports for process operations and effluent water production.
- Facilitate annual flow meter calibration by certified technician in accordance with regulatory requirements. Cost for service to be paid by City.
- Provide an annual comprehensive assessment of facility equipment condition, projected life expectancy and estimated replacement cost of key equipment and components of each system.

Miscellaneous

- Remove and dispose of all trash and debris on the site including parking lots.
- Coordinate with City Staff to open, maintain and operate the recycled water storage and pickup station for commercial customers. PERC Water staff will check permits and licenses to ensure proper operation and monitoring of recycled water station and maintain all required records of recycled water distribution.

Proposal Option #2

PERC Water will operate the Local Water Project per the Scope of Services as detailed below, including staffing the facility as needed to provide uninterrupted service.

- Operate, maintain and or remotely monitor the facility seven days per week, 24 hours per day.
- Respond to alarms and callouts seven days per week, 24 hours per day with no more than 60-minute onsite response time if necessary.
- Communicate effectively with recycled water users at the Pacific Grove Golf Links and City staff.
- Coordinate recycled water production and distribution with recycled water users
- Provide certified operators as required by regulatory requirements.
- Provide sample collection and analysis for in-house process control.
- Provide sample collection for Certified Lab for sample analysis for regulatory reporting.
    - City to receive direct bill from lab.
- Provide proper screening management and disposal.
- Manage Waste Activated Sludge (WAS) operations in compliance with Regional Water Pollution Control Agency (MRWPCA) requirements.
- Maintain Emergency Response Plan (ERP) Contingency Plan to address spills overflows and system failures annually.
    - Provide copies of all plans to the City of Pacific Grove Public Works Department.
- Prepare and maintain site specific safety plan and adhere to Occupational Safety and Health Administration (OSHA) requirements.
    - Adopt and implement an OSHA Compliance Plan.
- Develop and implement Best Management Practices (BMPs) for the operation of the facility which will comply with all regulatory requirements.
- Order and receive delivery of process chemicals with City get direct bill from suppliers
- Maintain site security, including security alarms, entrance gates and proper signage.
- Maintain facility access for City personnel and Public Works Staff.
    - Provide keys to the facility and security alarm codes as required.
- Maintain, update and store accessibly the Facility O&M Manual, Standard Operating Procedures (SOPs), site-specific log book, design plans, permits and all other documents specific to the facility including PERC Water's Contract Operator Certification issued by the Office of Operator Certification.
- Operate the WRF in conformance with the original equipment manufacturer (OEM) recommendations and maintain the equipment warranties to maximize equipment life cycle.
- Provide a Computerized Maintenance Management Software (CMMS) program for all preventive, predictive and corrective maintenance for all facility equipment and structures.
    - PERC Water currently uses a computerized software program called e-Maint, a cloud based software product designed for Wastewater Utilities.

  - We will provide access to the system for one designated City employee for transparency purposes.
- Perform PMs per OEM recommendations to maximize the life cycle of all facility equipment.
  - PM costs are included in the Service Fee.
- Participate in annual budget process providing input for annual maintenance costs, repair, replacements, and capital improvements.
- Provide "out of scope" tasks as mutually agreed.
  - Cost based on actual equipment material and sub-contractor costs, Operator standard hourly rate and a maximum 10% administrative fee.
- Develop and maintain an all-inclusive asset inventory.
- Provide work orders per OEM recommendations and perform adequate operation and monitoring.
- Track all CMMS work orders and percent complete with a summary report to be included in the monthly report of operations.
- Work orders shall also be completed for buildings and hardscapes.
- At all times keep the facility clean, neat and safe by removal and disposal of trash and debris including parking areas and perimeter fencing.

Monitoring, Reporting and Compliance

- Remote monitoring of critical alarms and processes (Operator in Charge, Chief Operator and Division VP).
- Provide and maintain a laboratory quality assurance program as well as a laboratory manual including standard operating procedures.
- Provide a monthly report of operation to be presented to the City of Pacific Grove at a monthly in-person meeting and presented to City Council if desired. The Monthly report of operations shall include at a minimum:
  - A detailed narrative summarizing the O&M activities that took place during the month.
  - All equipment repairs and preventive maintenance tasks.
  - Water quality data for the month and for the preceding twelve months for comparison purposes. Identify any constituents of regulatory concern and discussion of a plan of action to respond to the concerns.
  - Monthly discharge schedules (Golf Course, Cemetery etc.).
  - Monthly power consumption and rolling twelve-month comparison
  - Waste Activated Sludge discharged to MRWPCA including concentration and any other requirements of MRWPCA. Provide a rolling twelve-month comparison.
  - Visitor log and safety and security report.
  - Facility maintenance summary.
  - Work orders issued, completed, and remaining open.
  - Equipment out of service.
  - Reclaimed water production and irrigation use.
  - Reclaimed water used by trucks.
  - Status of all capital improvements, maintenance and repairs performed or coordinated during the month.
- Prepare and submit monthly and annual regulatory reports in accordance with the Waste Discharge Requirements (WDR) and Monitoring and Reporting Plan. Meet all reporting and monitoring requirements of the Central Coast Region Water Quality Control Board. Upload reports top Geotracker as required.

- Comply with all monitoring requirements of the Air Pollution Control District.
- Provide alarm monitoring and response as needed with no more than 30 minute response time.
- Maintain monthly log of operation maintenance and laboratory analysis.
- Maintain monthly odor complaints and callout response log.
- Provide any additional reports required by law.
- Upon request provide any report required by City.
- Provide calibration of all monitoring equipment annually at a minimum and accordance with all regulatory requirements.
- Provide verification of accuracy and calibration of analytic monitoring equipment in accordance with EPA State and Laboratory QA/QC Program.

Provide an annual comprehensive assessment of facility equipment condition, projected life expectancy and estimated replacement cost of key equipment and components of each system

Miscellaneous

- Remove and dispose of all trash and debris on the site including parking lots.
- Coordinate with City Staff to open, maintain and operate the recycled water storage and pickup station for commercial customers. PERC Water staff will check permits and licenses to ensure proper operation and monitoring of recycled water station and maintain all required records of recycled water distribution.

Project Needs

During the extended term, PERC Water will work in partnership with the City to evaluate the possibility and cost of increasing production to enhance the revenue stream generated by sale of reuse effluent. We have outlined a few examples below.

Membrane System Capacity

During recent communication with Koch Membrane Systems (KMS), it was confirmed the Facility's membrane modules have an additional 25% capacity (75,000 GPD) as the existing system can accommodate the installation of additional membranes. This option will allow the facility to produce more reuse water for sale to increase the City's revenue stream. The increased cost to produce this additional reuse water would be nominal and would not require any additional labor.

Chemical Dosing System Upgrade

The original design of the facility did not accommodate for the addition of aluminum sulfate as described above. We have temporarily modified the facility to dose aluminum sulfate, and while this temporary approach has worked to date, we need to provide a permanent installation. The permanent system will include two small pumps and a dosing system that is flow paced to facilitate an effective and efficient treatment process.

Spare Parts Inventory

PERC Water will work with City staff to create a comprehensive spare parts inventory. The spare parts will include instruments and mechanical parts (UV bulbs, sleeves and miscellaneous parts and instruments). A proper spare parts inventory will minimize equipment downtime and water production interruption.

Fee and Compensation

Service Option #1

Monthly Fixed Fee	32,896
Monthly Variable Fee	$5,769*
Total Monthly	$38,665

Flow Based Variable Unit Price $247.24 per Acre Foot

- Price based on full flow (250,000 GPD)

Service Option #2

Monthly Fixed Fee	30,726

Variable cost paid by City through direct bill by vendors

Thank you for providing PERC Water with the opportunity to continue providing our O&M services to the City of Pacific Grove. We look forward to having the opportunity to work in partnership with you and your staff.

Sincerely,

PERC Water Corporation

Robert Nespeca, Vice President

ASSET MANAGEMENT SERVICES AGREEMENT

THIS ASSET MANAGEMENT SERVICES AGREEMENT ("**Asset Management Agreement**") is made and entered into as of November 1, 2017 (the "**Effective Date**"), by and between **PERC WATER CORPORATION,** a California Corporation ("**PERC**") and **CITY OF PACIFIC GROVE** ("**City**") (PERC and City are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**").

RECITALS:

A. City and PERC have entered into that certain Design-Build Agreement dated August 6, 2015 (the "**DB Agreement**") for the design and construction of The Pacific Grove Local Water Project, including a new water recycling facility and other infrastructure, pumps and pump stations, storage tanks, system inter-ties, operational controls and software, other equipment and other structures used therein or connected thereto (collectively, the "**System**" or the "**Facility**") All capitalized terms not otherwise defined in this Asset Management Agreement shall have the meaning set forth in the DB Agreement.

B. City and PERC desire to enter into this Asset Management Agreement to provide for the operation, management and maintenance of the Facility owned by City and located in City upon the terms and conditions set forth herein.

C. Commencing on the Commencement Date of Operations and for a period of five (5) years (the "**Operations Period**"), City desires to engage PERC to perform the Services (as defined herein) and PERC desires to perform the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, City and PERC mutually agree as follows:

1. **Services**. Subject to the terms and conditions of this Asset Management Agreement, PERC shall furnish to City the services specified in Exhibit "A" attached hereto (the "**Services**") with respect to the Facility during the Operations Period.

2. **Term**. This Asset Management Agreement shall commence as of the Commencement Date of Operations and shall continue until the expiration of the Operations Period or as sooner terminated as provided herein. No later than nine (9) months before the expiration of the Operations Period PERC and City will meet to discuss in good faith an extension of the term of this Asset Management Agreement substantially upon the same terms and conditions of this Asset Management Agreement with such revisions as mutually agreed to by the Parties.

3. **Termination.**

3.1. **For Cause.** Either party hereto may terminate this Asset Management Agreement following thirty (30) calendar days written notice to the other Party following an uncured material default by the other Party of such other Party's obligations under this Asset Management Agreement. The defaulting Party may cure such default during such thirty (30) calendar-day period (or ten (10) calendar-day period if the default is the nonpayment of money). If such default is not timely cured, this Asset Management Agreement shall terminate immediately without further notice upon the expiration of such cure period.

3.2. **Post Termination.** Following any termination of this Asset Management Agreement, PERC shall return to City all of City's materials and information received by PERC and City shall promptly pay to PERC all amounts due hereunder. Thereafter, this Asset Management Agreement shall terminate and be of no further force and effect except that Sections 11, 12 and 14 through 28, inclusive, shall survive such termination.

4. **Price and Payment Terms**. Subject to the terms and conditions of this Asset Management Agreement, PERC will render the Services for the compensation (the "**Fees**") set forth on Exhibit "B" attached hereto (the "**Fee Schedule**"). The Fees shall be paid as set forth in the Fee Schedule.

5. **Additional Terms of Performance**.

5.1. **General Provisions.** The Services performed by PERC hereunder shall be rendered only upon the terms and conditions contained in this Asset Management Agreement.

5.2. **Qualifications.** Each employee, consultant or other agent of PERC shall be well qualified to perform the Services and shall satisfy the applicable requirements set forth in Exhibit "A" attached hereto.

5.3. **PERC's Representations.** PERC warrants, represents, and covenants that: (i) PERC has the ability to perform the Services in compliance with this Asset Management Agreement; (ii) that Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions; (iii) the execution, delivery and performance by PERC hereunder has been duly authorized and approved and will not conflict with or breach any other agreement or obligation of PERC; and (iv) this Asset Management Agreement has been duly executed and delivered by an authorized representative of PERC.

6. **Covenants of City.** During the Term, City shall provide such reasonable assistance and cooperation as PERC may reasonably request in connection with performance of the Services including, without limitation, the following:

(i) Provide payment for disposal of the dewatered grit and screenings and the waste water sludge ("**WAS**") generated by the operation of the Facility. The WAS will be pumped to the Coral Street wastewater pump station;

(ii) Provide payment for replacement and repair parts and equipment, as needed;

(iii) Provide potable water to the Facility as needed;

(iv) Provide payment for all utilities used in connection with the operation of the Facility including, without limitation, gas, electricity, water, diesel fuel, and high speed internet service;

(v) Obtain from the appropriate agency or agencies, and pay all fees and costs in connection with, any permits or licenses necessary and required to enable PERC, or its agent or independent contractors, to operate and maintain the Facility; provided, however, that PERC shall be solely responsible for obtaining and maintaining the Grade IV Wastewater Operator Certification as well as the State of California Contractor Operator Certification Number CO-0115 issued by the California State Water Resources Control Board;

(vi) City shall provide the right of entry upon the premises of the Facility to personnel of PERC, or its agents or independent contractors, as applicable, to perform the Services, subject to the observation of all safety, security and other rules of City applicable to the Facility. In addition to the foregoing, City shall provide for permanent clearances for immediate entry to and upon the Facility of a designated and identified number of personnel employed by PERC, or its agents or independent contractors, as applicable, to repair or service the Facility in the event of an emergency. The existence of an emergency necessitating immediate entry of said personnel to and upon the Facility shall be determined in the reasonable discretion of PERC, or its agent or independent contractor, as applicable; and

(vii) City will comply with all federal, state, and local laws, ordinances, statutes, rules, regulations and standards applicable to the Facility including, without limitation, all permits, easements, licenses and orders.

7. **Compliance with Laws**. PERC warrants that PERC's performance of the Services will comply with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations and standards. PERC shall obtain and maintain in full force and effect all permits, approvals and licenses necessary to complete the performance of the Services.

8. **Ownership of Effluent and Materials.** All materials, documents, information, effluent and biosolids produced or generated by or in connection with the operation of the Facility and the System shall at all times be owned solely by City; provided, however, that ownership and the right to use the Construction Documents shall be determined in accordance with the DB Agreement.

9. **Warranties**. During the Operations Period and so long as PERC is performing the Services and City timely and completely performs all of its obligations under this Asset Management Agreement, PERC warrants to City that with respect to the Facility, all Acceptable Influent included within the parameters set forth in Exhibit "C" attached hereto shall be treated to produce and discharge Compliant Effluent within the parameters set forth in Exhibit "C" attached hereto (the "**Acceptable Influent Warranty**"). PERC makes no such warranty with respect to any influent received by the Facility that is not Acceptable Influent ("**Unacceptable Influent**") and City retains sole responsibility for the discharge of any effluent generated from all Unacceptable Influent ("**Noncompliant Effluent**"). The Acceptable Influent Warranty is the sole warranty made by PERC in connection with the Services and there are no other express or implied warranties made by PERC including, without limitation, any warranty of merchantability or fitness for a particular purpose or any warranty as to the compliance of the Facility under any applicable permit, regulation or order.

10. **Insurance Requirements.** PERC shall maintain 'and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this Asset Management Agreement. City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Asset Management Agreement or failure to identify any insurance deficiency shall not relieve PERC from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Asset Management Agreement.

10.1 Workers Compensation & Employers Liability Insurance.

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

10.2 General Liability Insurance.

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If PERC maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by PERC.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by City. PERC is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether PERC has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for one (1) year after performance by PERC of the Services has ceased.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of PERC. City shall continue to be an additional insured for completed operations for (1) year after performance by PERC of the Services has ceased.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

10.3 Automobile Liability Insurance.

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- City shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that City is an insured; and
  2. Properly completed Certificate of Insurance.

10.4 PERC's Pollution Liability Insurance.

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which PERC is performing work under this Asset Management Agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by City. PERC is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether PERC has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the PERC. Additional insured status shall continue for one (1) year after performance by PERC of the Services has ceased.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Commencement Date of Operations.
- The insurance shall be continued for one (1) year after performance by PERC of the Services has ceased. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the Commencement Date of Operations.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance.

10.5 Professional Liability/Errors & Omissions Insurance.

- Minimum Limits: $3,000,000 per claim or per occurrence; $3,000,000 annual aggregate.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by City.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Commencement Date of Operations.
- Coverage applicable to the work performed under this Asset Management Agreement shall be continued for five (5) years after performance by PERC of the Services has ceased. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the Commencement Date of Operations.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

10.6 Standards for Insurance Companies and Documentation.

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- The Certificate of Insurance shall include the following reference:
  City of Pacific
  Local Water Project
- The name and address for Additional Insured endorsements and Certificates of Insurance is:
  City of Pacific Grove
  300 Forest Ave.
- Pacific Grove, CA. 93950
- PERC shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Concurrent with the execution of this Asset Management Agreement, and not less than annually thereafter, PERC will provide written evidence satisfactory to City showing proof of insurance for the coverages required under this Section.

11. Indemnification; Limitation of Liability

11.1. **Indemnification**. PERC shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged negligent acts, omissionsor willful misconduct of PERC, its directors, officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of this Asset Management Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of City, its officers, officials, employees and volunteers. PERC shall defend, at PERC's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. PERC shall pay and satisfy any judgment, award or decree that may be rendered against City, or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. PERC shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. PERC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, employees, agents or volunteers.

11.2. **Duty to Defend; Exceptions to Indemnification.** The duty to defend shall be a separate and distinct obligation from the duty to indemnify and hold harmless and is enforceable regardless of fault or negligence of the indemnified party; provided, however, that to the extent the claim for which City is being defended results from the sole negligence, or willful misconduct of City, its officers, officials, employees and volunteers City shall promptly reimburse PERC for all costs, fees and attorneys' fees expended by PERC. PERC shall defend all claims and pay all costs and expenses incidental thereto, but City shall have the right, at its option and its sole cost, to participate in such defense without relieving PERC of any obligation under this Asset Management Agreement; provided, however, that PERC shall not be liable for any settlement terms or amounts agreed to by City without the prior written consent of PERC.

11.3. **Insurance.** The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

12. **Limitation of Liability.** Notwithstanding anything to the contrary contained herein, and provided that PERC has maintained the insurance in accordance with Section 10 hereof, PERC shall not be liable under this Asset Management Agreement for: (i) any amount that exceeds the greater of: (A) Two Hundred Fifty Thousand Dollars ($250,000); or (B) all insurance proceeds available for the payment of any claim against PERC; or (ii) any consequential, indirect, punitive or exemplary damages including, without limitation, loss of profits. **Notices**. All notices and correspondence between parties shall be in writing and shall be personally delivered, sent via facsimile, electronic mail or overnight courier, or by United States registered mail addressed to the party to be served at the address set forth below, or such other address as may be designated by such party in a written notice to the other party.

If to PERC:	PERC Water Corporation 959 South Coast Drive Costa Mesa, California 92626 Attention: Brian D. Cullen, President Fax No.: (714) 352-7765 Email: bcullen@percwater.com
If to City:	City of Pacific Grove 300 Forest Ave Pacific Grove, CA 93950 Email: dgho@cityofpacificgrove.org

All notices hereunder shall be deemed given upon the earliest of: (i) receipt; (ii) one (1) business day after confirmed facsimile transmission, electronic mail transmission that is not rejected, or delivery to commercial overnight courier for next business day delivery; or (iii) three (3) calendar days after deposit in mail with sufficient postage.

13. **Assignment**. Neither party hereto shall assign or otherwise transfer its rights or obligations under this Asset Management Agreement, whether by operation of law or otherwise, or delegate any duties, nor assign any rights or claims under this Asset Management Agreement, or for breach of this Asset Management Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such consent shall be required if substantially all of the assets of such party are purchased or such party is a party to a merger in which such party is not the surviving company or in connection with any assignment of this Asset Management Agreement by City.

14. **Binding on Successors and Assigns**. Each and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

15. **Confidentiality**. PERC shall maintain in strict confidence, and shall use and disclose only as authorized by City, all information of a confidential or proprietary nature (collectively, "**Confidential Information**") that PERC receives in connection with the Services performed hereunder. PERC shall require its personnel to agree to do likewise. City shall take reasonable steps to identify for the benefit of PERC and its personnel all Confidential Information, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to: (i) information generally available to the public; (ii) information released by City generally without restriction; (iii) information independently developed or acquired by PERC or its personnel without reliance in any way on other protected information of City; or (iv) information approved for the use and disclosure of PERC or its personnel without restriction. Notwithstanding the foregoing restrictions, PERC and its personnel may use and disclose any information: (A) to the extent required by an order of any court or other governmental authority; or (B) as necessary for it or them to protect their interest in this Asset Management Agreement, but in each case only after City has been so notified in writing and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

16. **Independent Contractor**. PERC is an independent contractor and shall be deemed to be an independent contractor in all its operations and activities under this Asset Management Agreement. Neither PERC nor any of its employees, agents, or representatives of agents, employees, or representatives of City, and nothing in this Asset Management Agreement shall be construed to change the nature of the relationship between the parties. PERC shall not make any commitment or incur any charge or expense in City's name. Any employee furnished by PERC to perform the Services shall be deemed to be PERC's employee exclusively, without any relation whatsoever to City as employee or as independent contractor, and any such employee shall be paid by PERC. PERC shall be responsible for all insurance, obligations and reports relating to any such employee, social security, unemployment insurance, worker's compensation, income tax, and any other reports and deductions required by law or regulation.

17. **Force Majeure**. PERC shall not be liable for failure to perform Services when such performance is hindered by a Force Majeure Event.

18. **Severability.** Any invalidity, in whole or in part, of any provision of this Asset Management Agreement shall not affect the validity of any other of its provisions.

19. **Cumulative Remedies.** All rights and remedies under this Asset Management Agreement or in law or equity shall be cumulative and additional; and no right or remedy shall be exclusive of any other or further rights and remedies provided in this Asset Management Agreement or in law or equity.

20. **Entire Agreement; Conflict**. The terms and conditions of this Asset Management Agreement, the documents referred to herein and the Exhibits attached hereto, all of which are hereby incorporated by reference, constitute the entire agreement of the parties and supersede all previous negotiations, representations and agreements between the parties, whether written or oral. In the event there is a conflict or inconsistency between this Asset Management Agreement and any other document referred to herein including, without limitation, the DB Agreement, this Asset Management Agreement shall control.

21. **Amendment**. This Asset Management Agreement may be modified only by a written document executed by both City and PERC.

22. **Counterparts; Signatures**. This Asset Management Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same Asset Management Agreement. The exchange of copies of this Asset Management Agreement and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Asset Management Agreement by the parties. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

23. **Governing Law**. This Asset Management Agreement shall be construed and enforced in accordance with the laws of the State of California.

24. **Dispute Resolution.** All claims, disputes and other matters in question between the City and PERC arising out of, or relating to this Asset Management Agreement or any breach under this Asset Management Agreement shall, if the Parties cannot resolve their differences, be resolved by Mediation followed by commencement of legal proceedings if such mediation is not successful. All mediations or legal proceedings shall occur in Monterey County.

25. **Mediation.** Disputes between the Parties shall be submitted to non-binding mediation. If the Parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association. The Parties may, but are not required to be, represented by counsel in mediation. The requirement for mediation will not alter or modify the time limitations otherwise provided for claims under applicable law.

26. **Further Assurances.** Each of the parties hereto agrees on behalf of such party and such party's successors and assigns, that such party will, without further consideration, execute, acknowledge and deliver such

other documents and take such other action as may be necessary or convenient to carry out the purposes of this Asset Management Agreement.

27. **Waiver**. No delay or failure by either party to exercise any right, power or remedy with regard to any breach or default under this Asset Management Agreement by the other party shall impair any such right, power or remedy, and shall not be construed to be a waiver of any breach or default of the same or any other provision of this Asset Management Agreement. Any waiver, consent or approval of any party of or to any breach or default by the other party shall be effective only if in writing, and shall not be construed to be a waiver, consent or approval of or to any succeeding breach, default or waiver of any provision of this Asset Management Agreement.

28. **Due Authority**. Each of the signatories of the parties represent and warrant that they have the authority to duly execute and deliver this Asset Management Agreement on behalf of such party and that such party has duly authorized the execution, delivery and performance of this Asset Management Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Management Agreement as of the date first above written.

CITY

City of Pacific Grove., a _____ Municipal Corporation

By: _____
Ben Harvey, City Manager

Title: City Manager

PERC

PERC WATER CORPORATION, a California Corporation

By: _____
Brian D. Cullen, President

EXHIBIT "A"

THE SERVICES

Staffing

- Staff the facility approximately six hours per day during weekdays and approximately two hours per day on weekends and holidays.
- Onsite staff will remotely monitor the Facility twenty-four (24) hours per day seven (7) days per week with emergency call out as needed.

Operation, Maintenance & Management

In performance of the operation, maintenance and management of the Facility, PERC Water shall provide:

- Operate, maintain and or remotely monitor the facility seven days per week, 24 hours per day.
- Respond to alarms and callouts seven days per week, 24 hours per day with no more than 30 minute onsite response time if necessary.
- Communicate effectively with recycled water users at the Pacific Grove Golf Links and the City staff.
- Coordinate recycled water production and distribution with recycled water users
- Provide sample collection and analysis for in-house process control.
- Provide sample collection and transportation to Certified Lab for sample analysis for regulatory reporting. PERC Water will be using Monterey Bay Analytical Services for compliance sample analysis.
- Provide proper screenings management and disposal.
- Assist the City in applying for acquiring and maintaining all approvals required for the disposal of waste activated sludge (WAS).
- Manage WAS operations in compliance with Regional Water Pollution Control Agency (MRWPCA) requirements.
- Maintain and update Emergency Response Plan (ERP) Contingency Plan to address spills overflows and system failures annually. Provide copies of all plans to the City of Pacific Grove Public Works Department.
- Prepare and maintain site specific safety plan and adhere to Occupational Safety and Health Administration (OSHA) requirements. Adopt and implement an OSHA Compliance Plan.
- Develop and implement Best Management Practices (BMPs) for the operation of the facility which will comply with all regulatory requirements.
- Purchase and manage the usage of chemicals required for the operation of the facility and the cleaning of the membranes.
- Maintain site security, including security alarms, entrance gates and proper signage. Verify alarm functionality monthly and confirm successful operation in the monthly Report of Operation.
- Maintain facility access for City personnel and Public Works Staff. Provide keys to the facility and security alarm codes as required.
- Operate the WRF in conformance with the original equipment manufacturer (OEM) recommendations and maintain the equipment warranties to maximize equipment life cycle.

Maintenance and Repair

- Identify, track, enforce and comply with all equipment warranties and guarantees.
- Provide and establish a Computerized Maintenance Management Software (CMMS) program for all preventive, predictive and corrective maintenance for all facility equipment and structures. PERC Water typically uses a computerized software program called e-Maint, a cloud based software product designed

for Wastewater Utilities. We will provide access to the system for one designated City employee for transparency purposes.

- All vendor submittals, shop drawings, record drawings and schematics will be provided to the City as required.
- Perform preventive maintenance (PM) per OEM recommendations to maximize the life cycle of all facility equipment. PM costs are included in the Service Fee as detailed in Exhibit B.
- Participate in annual budget process providing input for annual maintenance costs, repair, replacements and capital improvements.
- Provide "out of scope" capital improvement above the repair limit as mutually agreed. Cost based on actual equipment material and sub contractor costs, Operator standard hourly rate and a maximum 10% administrative fee.
- Develop and maintain an all-inclusive asset inventory.
- Develop, populate and maintain a CMMS program.
- Provide equipment maintenance work orders per OEM recommendations and perform adequate operation and monitoring.
- Track all CMMS work orders and percent complete with a summary report to be included in then monthly report of operations.
- Work orders shall also be completed for buildings and hardscapes.
- At all times keep the facility clean, neat and safe by removal and disposal of trash and debris including parking areas and perimeter fencing.

Monitoring, Reporting and Compliance

- Triple remote monitoring of critical alarms and processes (Operator in Charge, Chief Operator and Division VP).
- Maintain a detailed site specific log book of all facility operation, maintenance and repair activities. Standard log book entries will include facility visitors, security issues, odor issues if any occur, communication with off takers (Golf Course, Cemetery, etc.).
- Provide a monthly report of operation to be presented to the City of Pacific Grove at an in-person monthly meeting and presented to City Council if desired. The Monthly report of operations shall include at a minimum:
    - A detailed narrative summarizing the O&M activities that took place during the month.
    - All equipment repairs and preventive maintenance tasks.
    - Water quality data for the month and for the preceding twelve months as available for comparison purposes. Identify any constituents of regulatory concern and discussion of a plan of action to respond to the concerns.
    - Disinfection effectiveness and log reduction graph.
    - Monthly discharge schedules (Golf Course, Cemetery etc.).
    - Monthly power consumption and rolling twelve-month comparison as available – discussion on possible conservation opportunities
    - Waste Activated Sludge discharged to MRWPCA including concentration and any other requirements of MRWPCA. Provide a rolling twelve-month comparison.
    - Visitor log and safety and security report.
    - Membrane operational parameters and rolling twelve-month comparison to help estimate remaining membrane life.
    - Facility maintenance summary.
    - Work orders issued, completed and remaining open.
    - Equipment out of service.
    - Reclaimed water production and irrigation use.
    - Reclaimed water used by trucks.

Exhibit "A"

- Status of all capital improvements, maintenance and repairs performed or coordinated during the month.

- Prepare and submit monthly and annual regulatory reports in accordance with the Waste Discharge Requirements (WDR) and Monitoring and Reporting Plan. Meet all reporting and monitoring requirements of the Central Coast Region Water Quality Control Board. Upload reports top Geotracker as required.
- Comply with all monitoring requirements of the Air Pollution Control District.
- Provide alarm monitoring and response s needed with no more than 30 minute response time.
- Prepare and submit quarterly and annual laboratory reports as required by applicable law.
- Maintain monthly log of operation maintenance and laboratory analysis.
- Maintain monthly odor complaints and callout response log.
- Provide any additional reports required by law.
- Upon request provide any report required by City.
- Provide maintenance and operation of all monitoring equipment.
- Provide calibration of all monitoring equipment annually at a minimum and accordance with all regulatory requirements.
- Provide verification of accuracy and calibration of analytic monitoring equipment in accordance with EPA State and Laboratory QA/QC Program.
- Provide an annual comprehensive assessment of facility equipment condition, projected life expectancy and estimated replacement cost of key equipment and components of each system.

Miscellaneous

- Maintain all site landscape.
- Maintain all documents, manuals and reports in electronic format and available to the City of Pacific Grove through PERC Water Client Portal.
- Remove and dispose of all trash and debris on the site including parking lots.
- Maintain storm water site compliance.
- Coordinate with City Staff to open, maintain and operate the recycled water storage and pickup station for commercial customers. PERC Water staff will check permits and licenses to ensure proper operation and monitoring of recycled water station and maintain all required records of recycled water distribution.

Exhibit "A"

EXHIBIT "B"

FEE SCHEDULE

In consideration of the performance of the Services, City will pay to PERC monthly for the services provided as detailed below. Beginning on the first day of the month after the Commencement Date of Operations (pro rated for any partial month) PERC shall submit an invoice for the service provided during the preceding month and then continuing on the first (1st) day of each month thereafter during the Term, the amounts set forth below (the "**Fees**"). The City, or its Assignee, will pay each invoice within fifteen (15) days of submittal less any disputed amounts. Any disputed amounts shall be paid within fifteen (15) days following resolution of such dispute.

Monthly Fees

Monthly Fixed Services Fee	$20,164.00 per month
Flow Based Variable Unit Price	$196.00 per Acre Foot of all Influent (Acceptable Influent and Unacceptable Influent)

The amount of the Fees is current as of the date of this Asset Management Agreement. The amount of the Fees shall be adjusted annually as soon as possible following each anniversary of the Commencement Date of Operations based on Rider Levett Bucknall Quarterly Construction Cost Report local to Los Angeles as of the Third Quarter Report 2017. Any additional amount payable by City, as a result of the increase to the Fees, shall be paid by City with the next monthly payment of the Fees following calculation of the new Fees amount.

If City and PERC agree in writing, PERC will perform Services in addition to the Services hereunder and the time for such performance and the amount to be paid or reimbursed to PERC thereunder will be agreed to before any such additional work is commenced (the "**Additional Services**"). In addition, if necessary in the reasonable opinion of PERC due to an emergency situation related to public health or safety or regulatory compliance, PERC takes any action without prior notice to City in connection with the Facility, City agrees to reimburse PERC for all costs and expenses incurred in connection with such emergency together with an amount equal to fifteen percent (15%) of such amount reimbursed. Any amounts payable under this paragraph shall be paid to PERC no later than thirty (30) calendar days after receipt by City of an invoice for such amount.

If any payment required to be made hereunder is not paid when due, such payments shall bear interest thereon from the date such payment was due to the date of receipt of payment by PERC. Late payments shall bear interest at the rate of eight percent (8%) per annum. Additionally, if a sum that is not being disputed is not paid within thirty (30) calendar days after written notice that it is due, then a late charge equal to one percent (1%) per month of the sum past due shall be payable by City, and such late charge shall be paid within ten (10) calendar days after written demand from PERC.

Costs for equipment and other Facility replacement costs, fees and expenses are excluded from the Fees and will be paid by City as needed. The operations, replacement and maintenance of any other equipment, facilities or systems connected to or used by the Facility are excluded from the Services.

EXHIBIT "C"

ACCEPTABLE INFLUENT CHARACTERISTICS

Influent Design Parameters

Average Dry Weather Flow	0.30 MGD
Maximum Month Day Flow	0.30 MGD
Maximum Day Flow	0.30 MGD
Peak Hour Hydraulic Flow	0.30 MGD
Average BOD^5 (mg/L)	250 mg/L
Maximum BOD^5 (lbs/day)	521 lbs/d
Average TSS (mg/L)	340mg/L
Maximum TSS (lbs/day)	709 lbs/d
Maximum Ammonia (mg/L)	40 mg/L
Maximum Ammonia (lbs/day)	83lbs/d

The table above sets forth the Acceptable Influent characteristics that will be treated by the Facility and from which the Facility will produce Compliant Effluent that meet the Effluent Design Parameters below.

Effluent Design Parameters

Average Dry Weather Flow	0.30 MGD
Maximum Month Day Flow	0.30 MGD
Maximum Day Flow	0.30 MGD
Peak Hour Hydraulic Flow	0.30 MGD
BOD^5 (mg/L)	<5 mg/L
TSS (mg/L)	<2.5 mg/L
Ammonia (mg/L)	<1.5 mg/L
Turbidity (NTU)	0.2 NTU

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: June 07, 2023

SUBJECT: Agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 ***This item was continued from Council's May 17, 2023 meeting.***

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

RECOMMENDATION

1. Authorize an agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 in an amount not to exceed $109,174.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The City owns seven (7) lift stations located throughout the collection system, and Monterey One Water (M1W) owns two (2) lift stations at the downstream end of the City's collection system. The City contracts with M1W to maintain all nine (9) of the lift stations.

Pump Station 15.5 is a submersible wet well lift station located off Ocean View Boulevard that is used for the Crespi Pond bathroom. Crespi Pond bathroom is located adjacent to the Pacific Grove golf course's 17th hole. The lift station discharges through a 4-inch diameter ductile iron force main to manhole #982 at the intersection of Ocean View Boulevard and Asilomar Avenue.

In 2021, the City performed a Pump Station Master Plan to assess the conditions and operations of the lift stations. The full Pump Station Master Plan document is available on the City's Sewer Collection System page.

The Pump Station Master Plan revealed that Pump Station 15.5, the smallest of the City's lift stations, is in the worst condition of all 7 lift stations and is in need of replacement. At the time of the assessment, both pump motors at pump station 15.5 had very low megohm readings, which indicate the pumps should be replaced. There is no coating in the wet well and there is no valve vault. The ductile iron check valve and isolation valves are located inside the wet well. Due to the deleterious condition of the piping and valves, operations staff requested that the pumps not be removed for inspection. Electrical conduits were not sealed off from the lift station, possibly allowing corrosive and volatile gases to be introduced. The recommendation is to replace the lift station or install a septic tank. The City requires connections to our sanitary sewer system so a septic tank is not an option.

On January 23, 2023, the City issued a Request for Qualifications (RFQ) for the Design, Environmental and Permitting of Pump Station 15.5 Replacement. On February 23, 2023, the RFQ period closed. Two statements of qualifications were received:

Firm	Proposal
Bowman	$109,174*
Wallace Group	$146,933.08

**The original Bowman proposal submitted was $118,774. The City was able to negotiate with Bown to omit permitting from the scope of services for the consultant. City staff will prepare the necessary permit applications through the City's local coastal program once final design and environmental documents have been prepared.*

Bowman is well qualified to perform this scope of work and the proposal is within the $110,000 project budget. As such, Staff recommends authorizing an agreement with Bowman, in an amount not to exceed $109,174, for the Design and Environmental for the Pump Station 15.5 Replacement project.

SCOPE OF SERVICES

The scope of work for this agreement includes all labor and materials required to provide design/engineering, environmental, and permitting for replacement of Pump Station 15.5. This includes, but is not limited to:

PROJECT MANAGEMENT
• Oversight and project management through the duration of the contract and services, including check-ins with City staff

DESIGN
• Preliminary Design
o The consultant shall work with the City to establish design criteria for the lift station including inward flow to the lift station, emergency storage response time, and various other technical specifications
o The City will review the preliminary design materials and, with the consultant, develop a final set of specifications for final engineering design

• Final Design, including Plans, Specifics and Estimates
o Including civil and electrical design drawings for bid and installation. These documents will be used for construction bidding purposes following environmental review/assessment, permitting and approvals.

ENVIRONMENTAL REVIEW & ASSESSMENT
• Based on final design, the selected consultant will perform and develop the necessary environmental review documents in compliance with the California Environmental Quality Act (CEQA).

PERMITTING
Please note that the scope of work in the agreement does not include permitting, as originally requested in the RFQ. Both proposals originally came in over the project budget and this item was omitted to get

the project within the allocated budget.

Contract
If approved, the City's standard professional services agreement (reviewed and approved by the City Attorney, Risk Management, and the California Joint Powers Insurance Authority) will be prepared for the Mayor's signature per the standard contracting process.

Timeline
It is anticipated that completion of design and environmental will take a significant portion of the FY23/24 Fiscal Year. Updates on the progress of the project will be provided on the City's transparency platform, Clear Gov project pages. The link is available at www.cityofpg.org/finance

OPTIONS
1. Do nothing; This is not recommended as continued deterioration of the current pump station will continue; this could lead to a sanitary sewer overflow or the discontinued use of the Crespi Pond bathroom
2. Provide alternative direction

FINANCIAL IMPACT:
$110,000 was allocated to the Pump Station 15.5 Replacement Project through the FY22/23 Capital Improvement Program. This initial allocation for this multi-year project will allow for the engineering, design and permitting of the project. The project would return for an additional funding allocation, to allow for construction, in a subsequent year CIP following completion of this initial phase.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Staff PPT

Pump Station 15.5 Design and Environmental

City Council
City of Pacific Grove

Daniel Gho dgho@cityofpacificgrove.org

Background

- The City owns 7 Pump Stations ; There are 9 in the City
- Stations Maintained by MOW
- In 2021 the City prepared a Pump Station Master Plan
- The plan identified Station 15.5, Crespi Pond bathroom, in the worst condition
- City issued RFQ for services on January 23, 2023

Scope of Services

- Design/Engineering: preliminary design for review, final design with plans, specs and engineers estimates
- Environmental Review: Based on Final plans and compliant with CEQA
- Permitting: Removed from scope for cost savings: City to obtain permit through our LCP

Recommendation

1. Authorize an agreement with Bowman for the Design and Environmental for Replacement of Pump Station 15.5 in an amount not to exceed $109,174.
2. Alternatively, discuss and take other action related to this item.

Questions?

City Council
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: Joyce Halabi, Deputy Public Works Director

MEETING DATE: June 07, 2023

SUBJECT: FY22/23 CIP Potential Carry Forwards

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

RECOMMENDATION

1. Received Report on FY22/23 CIP and projects to be carried forward to the FY23/24 CIP
2. If the council desires to defund a project and reallocate funding, select from the "eligible projects"
3. Alternatively, discuss and take other action

DISCUSSION

Before 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.

The CIP serves as a living document to drive the City's larger maintenance and asset management needs; as a result, it may require amendments and updates throughout the year to reflect changes that arise during implementation.

The amended FY22/23 CIP includes 41 projects. Projects range from vital City facility repairs, road rehabilitation and maintenance activities, and pedestrian/safety improvements to commencing and/or continuing large-scale, multiyear projects.

Throughout the fiscal year, staff works diligently on executing the CIP. Successfully completing a project generally requires progression through the following project phases:

1. **Project Development Phase.** This starting phase for each new project requires staff to determine vital project details in anticipation of the RFP/bid phase. This often requires the development of specifications and/or construction drawings and plans.
2. **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.
3. **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.
4. **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.

Once a project successfully navigates through these phases, it can be deemed complete. A project is deemed completed when the scope of work has been executed and the project is considered finished.

In rare instances, during execution at any of the above-noted steps, a project can be deemed infeasible. Infeasible projects are labeled as deferred or deferred indefinitely depending on the degree of infeasibility as described below.

- **Deferred.** This status applies to projects that were determined to be infeasible in the given fiscal year. Infeasibility can be determined by a variety of factors including time or budgetary constraints, conflicts, readiness, and additional information obtained during project development. Projects in the deferred category have the potential to return to future CIPs.
- **Deferred Indefinitely.** The status indicates the project has not been completed and has been deemed infeasible by staff. Infeasibility in this scenario is not contingent upon budgetary or time constraints, but rather due to general project impracticality. Projects in the deferred indefinitely category will not be recommended for funding by staff in any future CIP.

There are also several multi-year projects funded in the annual CIP. These are larger-scale projects where the scope of work and project phases occur over multiple fiscal years. These projects often require the preparation of plans and specifications, environmental documents/review, permitting, public feedback processes, etc. Recent examples of large-scale multi-year projects completed include: the Library Renewal Project, ASBS Wet-Dry Weather Capture and Diversion Project, and the Point Pinos Coastal Trail Project. The current CIP includes several multi-year projects where it was anticipated the projects would be carried forward to allow for continued progression; some of these projects include Crespi Pond Bathroom Replacement, Purple Pipe Project, Skate Park Project, etc.

Carry Forward Projects

As the Fiscal Year ends, City Staff reviews the existing projects and the progress made to date and determines which of the projects need to be carried forward to allow for completion. Given construction time constraints, weather, engineering, permitting and public input processes, projects may need to be carried forward to a subsequent fiscal year for completion.

Once a determination is made, projects are formally carried forward through a budget adjustment brought forth to the City Council, typically in the first quarter of the fiscal year.

FY22/23 CIP STATUS UPDATE

An overview of the status of the 41 projects it provided below. **A full list of the projects, status, and notes is provided in Attachment 1.**

Project Phase	Number of Projects
Complete	14
Construction/Work in Progress	11
Contract	3
Bids/RFP	5
Project Development	7

Deferred Indefinetly	1

FY22/23 CARRY FORWARDS

Of the 41 projects, it is anticipated that 22 will be fully complete by the end of the Fiscal Year and 19 will be carried forward into the FY23/24 CIP.

Of the 19 being carried forward:

- 5 are in the Construction/Work in Progress Phase.
  - These projects are well underway and will be carried forward to allow for project completion
  - It is anticipated that most of the work and expenses will be incurred by the end of the 23/24 fiscal year.
- 4 are in the Bids/RFPs phase
  - An RFP for the backstop replacement project has been released (closing in June)
  - An RFP for the George Washington Park Playground equipment has been released and results were brought forth to Recreation Board in April and subsequently City Council at a future meeting
  - An RFP for the City Hall Roof Repair is currently being drafted; anticipated to be released in June.
  - Staff is soliciting quotes for upgrades to the Mezzanine at the PG Museum of Natural History; City staff has actively worked with Museum Staff on an approach forward that will meet current standards while still meeting the needs and use of the space
- 2 are in the contract phase
  - Following a competitive bid process, the Pump Station Replacement Project, is being brought for authorization of an agreement (Continued from the May 17, 2023 Council Meeting to the June 7, 2023 Council Meeting)
  - Following a competitive RFP process, authorization of an agreement for phase I of the improvements to Cedar, Congress, and Sunset will be brought forward to Council on June 21, 2023
- 7 are in the project development phase. This phase allows for engineering and environmental document preparation to occur;
  - Several of these projects are multi-year projects where it was anticipated that elements of the project development phase would span the first fiscal year
  - Project expenses may not accurately reflect the staff time invested into the project
  - These projects include: Phase 9 (which is currently in Environmental Review),
- 1 project is deemed complete (Point Pinos Coastal Trail Project); remaining funds will be carried forward to allow for the second, and final, year of plant monitoring

Of the 19 carry-forward projects, 8 are considered multi-year projects, meaning when they were approved it was anticipated that the scope of work and time estimated to complete the project would span more than one fiscal year.

- Examples include the Skate Park, Purple Pipe, David Avenue Sidewalk, Phase 9 sewer main line replacement, and Crespi Pond Bathroom Replacement Projects.
- In these instances, the scope of work is often broken out to allow for a subset of the work to be completed in the fiscal year and implementation/construction to be funded in a subsequent year

POTENTIAL REALLOCATION OF PROJECT FUNDS

At the May 17, 2023, meeting, the Council requested staff return with a list of projects anticipated to be carried forward; Council expressed interest in having the opportunity to review projects still in the

early phases and consider defunding and/or reallocating funds to other projects/infrastructure needs.

City staff has reviewed the status of each of the projects anticipated to be carried forward. As noted above, there are 19 projects anticipated to be carried forward. Of the 19, staff has determined the following 5 eligible for potential defunding and reallocation, should the council desire to shift priorities:

1. Skate Park Project (CIP23-20)
    - This is an ARPA funded project with minimal funding expended to date
    - Inability to obtain consensus on a location after a year of public outreach
2. Purple Pipe Project (CIP23-19)
    - This is a multi-year project
    - The project is also ARPA funded with an original project budget of $120,000
    - The project budget was amended down to $39,000 during the mid-year process to accurately reflect anticipated expenses in the current Fiscal Year (cost for the preparation of the feasibility study)
    - Full report will be brought back to the City Council at the 6/21 meeting
    - Remaining $81,000 of the original project allocation can be reallocated to another project; if the council pursues this option, the incurred expenses will need to be absorbed by the general fund.
3. David Avenue Sidewalk (CIP 23-21)
    - This is a multi-year project with the first year dedicated to Project Development (engineering, public outreach, and input from the Council on a desired approach to pedestrian safety)
    - The project is ARPA funded with minimal expenses incurred to date
    - expenses thus far will be limited to the development of preliminary conceptual options
    - Conceptual options have been prepared by the City Engineering; options will be brought forth to the City Council in July
    - There is not sufficient funding to allow for the full construction of sidewalks; sidewalk installation could be achieved by phasing the project and installing segments of sidewalk year over year
    - Alternatively, the council can reallocate funding to another project
4. Recreation Board's Park Inventory Project (CIP 23-22)
    - Anticipated to have $20,000 of project savings
    - $20,000 can be reallocated to another project or staff can return to the Recreation Board to provide feedback on additional items from the inventory report that can be addressed with the remaining funds
5. Wig-Wag Lights at Robert Down Elementary (CIP 23-16)
    - This is an ARPA funded project with a budget of $20,000; no funding has been expended
    - This project is currently in a deferred status; This project, proposed by the Traffic Safety Commission, has been reviewed by the City's traffic engineer. Wig-wag lights are not recommended for this location as they will not enhance safety due to too much going on at the existing intersection. The traffic engineer's recommendation is pavement marking improvements, which can be done in-house with public works crews
    - This $20,000 is recommended to be allocated to another infrastructure project

The remaining 14 carry-forward projects have been deemed ineligible for reallocation, for the following reasons:

- Grant funding. Four (4) projects are grant-funded, funding has been awarded for a specific purpose/project and/or the award is contingent upon the original project funding allocation to serve as matching funds.
    - This includes the Backstop Replacement at the Municipal Ball Field, George Washington Park ADA Compliant Playground Equipment, Cedar, Sunset & Congress Intersection

Safety Improvements, and the Point Pinos Coastal Trail Project
    - Reallocating the portion of funds will negate the City's ability to provide the required grant matching funding and will not allow sufficient funding to allow for the project to proceed
- Several projects are funded via a specific non-general funding source that have strict parameters for eligible expenses (for example: Sewer Enterprise Fund, Museum Improvement Fund, Lighthouse Fund, RSTP Fund, Measure X, SB1/RMRA etc.).
    - Defunding these projects would only allow a reallocation of projects that meet the funding source parameters (ex: sewer fund for an alternate sewer fund project)
- ARPA funded projects that address much-needed infrastructure repairs that are either underway, a contract has been executed for the work, and/or work will be underway shortly; as a result, staff recommends continuing to fund these projects
    - These include the City Hall Roof Repair Project, Crespi Pond Bathroom Project, Fire Station Roof Repair, and the Chautauqua Hall Preservation Plan (currently in the contract phase)

Please reference attachment 1 for a full list of projects and additional details.

ARPA Funding Considerations

While considering the reallocation of ARPA funded projects, please note the ARPA funding considerations/limitations:

- Studies are not eligible for ARPA funding. ARPA funded projects should be construction projects or implementation pieces of a larger construction project
- Funds must be expended by December 2024.
- If an ARPA funded project is defunded or reallocated, expenses already incurred will need to be absorbed by the general fund

OPTIONS

1. Do not defund or reallocate any existing projects/do nothing
2. Defund specific projects and reallocate funding
3. Request additional information

FINANCIAL IMPACT:

Council may opt to defund and reallocate project funding. The fiscal impact will vary depending on the Council's direction.

Please note that if an ARPA funded project is defunded or reallocated, expenses already incurred will need to be absorbed by the general fund.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Attachment 1 - CIP Status Update

Attachment 2 - FY23/24 Unfunded Project List

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP18-46	Capital Improvement	63	6031	**Tide Pool & Point Pinos**	**X**	**X**	**Complete**	$ 37,953	$ 60,000	$ 8,350	**$ 51,650**	Construction completed. Remaining funds will be carried forward to allow for the second year of the two-year plant monitoring phase through FY24/25. **Completed: December 2021.**
CIP20-13	Sewer	76	6051	**Main Sewer Line Imp (Ovb W/ Phase 4 Urban Diversion)**	**X**		**Complete**	$ -	$ 40,000	$ 40,531	**$ (531)**	This project was engineered and put out to bid in conjunction with the ASBS Stormwater Capture and Diversion Project (CIP18-84). Construction documents and plan sets were finalized in FY20/21. The project was put out to bid in February 2020. A construction contract was authorized in May 2020 City Council meeting. Construction commenced in June 2020. Construction continued through FY20/21. **Completed: September 2021**
CIP20-14	Recreation Donation	25	6021	**Youth Center Heater**			**Complete**		$ 7,500	$ 7,211	**$ 289**	Staff experience difficulty obtaining quotes within the project budget. Upon further investigation, it was determined that repairs could be made to two (2) of the heaters that service the building as a cost-effective method to address building heating. The project was carried forward and repairs were made in FY21/22. **Completed: November 2021**
CIP21-05	Strong Disbursement	46	6021	**ADA Compliance Assessment & Transition Plan**	**X**		**Complete**	$ 26,550	$ 26,550	$ -	**$ 26,550**	This project aims to develop an Americans with Disabilities Act (ADA) compliance Assessment and Transition Plan for all City facilities. This plan will provide a comprehensive look at current condition of City facilities, provide guidance and an implementation timeline on needed ADA improvements. Consultants performed a thorough assessment of the City's facilities, parks, website and policies and developed a Draft Assessment and Transition Plan. The plan has been provided to the City and is under internal review. Anticipated final invoice will be received shortly utilizing the remaining balance and closing our the contract. **Complete**
CIP22-01	Local Streets and Roads	17	6041	**FY 21/22 Street Rehabilitation [1]**			**Complete**	$ -	$ 236,647	$ 236,647	**$ (0)**	This project entailed street rehabilitation on two segments of Ocean View Blvd (OVB): (1) OVB from 2nd St to Carmel Ave, and (2) OVB from 17th St to Sea Palm Ave. These road segments were identified based on the City's Pavement Management Program and in-field observations of existing conditions. These heavily trafficked road segments were in "poor" condition with a PCI rating ranging from 33-40. The project was carried forward from the FY1/22 CIP to the FY22/23 CIP to allow for completion **Completed: July 2022**
	RMRA SB1	47	6041					$ -	$ 250,668	$ 250,688	**$ (20)**	
	Capital Improvement	63	6041					$ -	$ 2,562	$ 2,562	**$ -**	
	Sewer	76	6051					$ -	$ 273,345	$ 272,979	**$ 366**	
CIP22-02	Local Streets and Roads	17	6041	**FY 21/22 Crack & Slurry Seal**			**Complete**	$ -	$ 41,174	$ 41,174	**$ 0**	The project allowed for the crack and slurry seal of approximately 631,000 SF of street surface, at various locations throughout the City, identified by the Pavement Management Program. **Completed: June 2022**

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP22-03	Sewer	76	6051	**Phase 9 Sewer Improvements**	**X**	**X**	**Project Development**	$ 850,000	$ 1,045,106	$ 39,672	**$ 1,005,434**	This project will allow the City to make vital sewer infrastructure improvements. Segments of repair were identified based on videoing of sewer lines and maintenance logs. Locations to be addressed include: Railroad Way (between Jewell & Pico Avenues), Arena Avenue (between Sunset Dr & Asilomar Ave), Asilomar Dunes (Within the Sunset Dr ROW and within a 10-foot utility easement located on, 214 Asilomar Boulevard, located between Sunset Dr & Asilomar Ave), Bently Ave (between Short & Heacock), Cypress Ave (Laurel Ave & Short St), and intersection of 17 Mile Dr & Weldon Grove Pl. Segments of this project are located in sensitive dune habitat. As a result, an initial study/Mitigated Negative Declaration has been produced. The document circulated for public review in April. No comments were received. The item will now be scheduled for a CDP before the Planning Commission in July. Subsequently, the project will be put out to bid.
CIP22-04	Museum Improvement	08	6021	**Museum Window Replacement & Lead Abatement**			**Complete**	$ -	$ 39,075	$ 39,233	**$ (158)**	This project allowed for the replacement of 39 cracked and broken windows on the Grand Ave, Central Ave and Courtyard facing sides of the Pacific Grove Museum of Natural History. The replacement activities triggered lead abatement activities which was also an integral element of this project. **Completed: September 2023**
CIP22-06	Museum Improvement	08	6021	**Museum Roof Repair**			**Complete**	$ -	$ 59,142	$ 56,830	**$ 2,312**	This project allowed for the repair of the existing roof directly above the Bird Room at the Pacific Grove Museum of Natural History. The roof had been leaking and was in dire need of replacement. The scope of work entailed: removal of the existing clay tile roof (~2,784 SF), salvaging the tiles for re-use, installation of a waterproof membrane over the entire roof deck, and reinstallation of the salvaged clay tiles. **Completed: March 2023**
CIP22-09	Yount Income Fund	41	6031	**GW Park Management Plan**			**Construction/Work In Progress**	$ -	$ 12,929	$ 6,194	**$ 6,735**	Historically, conflicting opinions on management strategies from community stakeholders have not provided adequate direction to balance long term health and fire suppression of the natural areas. This plan was funded to allow for a set of recommendations to be developed by experts. These recommendations would be reviewed by community stakeholders, providing opportunities to build consensus on management strategies and a clear path forward. The draft GWP Forest Management Plan (FMP) was developed to meet the goals of reducing the risk of a destructive wildfire spreading in the park and to improve the overall forest health within the forested area of the Park. The FMP describes the management strategies the City can embark on, over the 5-year FMP timeframe, to reduce wildfire hazard to the homes surrounding the park and to restore healthy forest conditions to the interior of the Park. The FMP addresses the 17-acres of natural forested area (Zones 2, 3 & 4). The draft plan was made available for public review in September 2022. The item was reviewed by the BNRC in November 2022. The item is tentatively scheduled to be brought forth to the City Council in June 2022.
CIP22-10	Koo Estate Donation	93	6031	**Lovers' Point Pier Repair**			**Construction/Work In Progress**	$ -	$ 63,429	$ 53,162	**$ 10,267**	In December 2020, during winter storms the seaward tip of the Lovers Point Pier was severely damaged by wave runup and wave impact forces. A geotechnical and coastal engineering firm was consulted to provide repair recommendations. It was determined that because minimal information on the existing pier structure was available, additional exploration was needed prior to developing repair recommendations. The tip of the pier was closed to ensure safety and will remain closed until repairs can be made. On 12/15/21 the City Council authorized an agreement with GHD for development of a conditions assessment and interim repair solution. Project deliverables including the condition assessment, interim repair design and preliminary information on long-term options are under internal review and will be brought forth to the City Council in May 2023.
CIP22-11	Golf Course	77	6021	**Golf Course Clubhouse HVAC Replacement**			**Complete**	$ -	$ 23,608	$ 23,608	**$ -**	The non-operable HVAC, which failed due to age, was replaced. **Completed: August 2022**

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP22-12	Strong Disbursement	46	6021	**Del Monte Blvd Storm Drain Improvements**			**Complete**	$ 75,524	$ 75,524	$ 75,524	**$ -**	This project allows for the replacement of failed stormwater infrastructure on Del Monte Blvd from Coral St to Esplanade St. These improvements will help ensure surface flow is properly channeled into the stormwater collection network protecting the bay and the Area of Special Biological Significance (ASBS). The scope of work includes: replacement of 390LF of failed stormwater pipe, installation of 60LF of new stormwater pipe, construction of 3 storm drain access point manholes, reconstruction of 1 catch basin, and construction of 2 new catch basins. A construction contract was awarded at the February 1, 2023 meeting. Construction commenced in March 2023 and is currently underway. Construction activities concluded in May. **Completed: May 2023**
	Capital Improvement	63	6054					$ 75,000	$ 75,000	$ 50,308	**$ 24,692**	
	ARPA	84	6021					$ -	$ 132,351	$ 132,351	**$ -**	
CIP22-13	McIndoo Donation	92	6031	**Backstop Replacement Municipal Ball Park**		**X**	**Bids/RFP**	$ 17,529	$ 17,529	$ -	**$ 17,529**	Through the City's FY21/22 CIP, funding was approved for the replacement of the backstop at 17 Mile Drive Ball Field with a total allocated budget of $24,000. The existing backstop has significantly deteriorated and needs replacement. Projects bids received were well over the allocated budget and ranged from $77,000 - $95,000. The City began to pursue grant funding via the State of California's Per Capital Grant Program to bridge the funding shortfall and make necessary replacements to the heavily used recreation infrastructure. On May 18, 2022, the City Council approved a resolution authorizing the submission of two (2) Per Capita Grant Program Applications to the State of California's Department of Parks and Recreation. A grant agreement for $96,000 was awarded to the City. This paired with the original project allocations brings the total project allotment to $120,429. An RFP is currently circulating closing June
	Koo Estate Donation	93	6031					$ 7,000	$ 7,000	$ -	**$ 7,000**	
CIP22-17	ARPA	84	6031	**Caledonia Park Children'S Picnic Area**			**COMPLETE**	$ -	$ 6,173	$ 6,173	**$ -**	This project included the purchase and installation of 3 new picnic tables to replace existing rotting tables at Caledonia Park. **Completed: August 2022**
CIP22-21	ARPA	84	6031	**GW Park Playground & ADA Compliant Playground**		**X**	**Bids/RFP**	$ -	$ 25,000	$ -	**$ 25,000**	At the December 15, 2021 meeting, the City Council allocated $25,000 of funding to allow for installation of ADA compliant playground equipment and equipment for young children (2-5 years old). Initial research revealed $25,000 was not sufficient to allow for purchase and installation of suitable equipment. City staff began to pursue grant funding via the California Department of Parks & Recreation's Per Capita Grant Program. On May 18, 2022, the City Council approved a resolution authorizing the submission of two (2) Per Capita Grant Program Applications to the State of California's Department of Parks and Recreation. A grant agreement for $81,952 was awarded to the City. This paired with the original project allocations brings the total project allotment to $106,952. An RFP was issued and closed in March 2022. The proposal submitted is currently being reviewed by Staff and was brought forth to the Recreation Board at their May meeting. The item will be brought forth to the Council in the near future.

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP23-01	Local Streets and Roads	17	6041	**FY 22/23 Street Rehabilitation Project**			**Construction/Work In Progress**	$ 396,304	$ 1,015,304		**$ 1,015,304**	This project will address the aging road infrastructure network, increase the PCI on four (4) road segments that are in "poor" or "failed" condition, address underground aging infrastructure, and ensure the City meets Maintenance of Effort (MOE) requirements. This Street Rehabilitation project will address the following four (4) road segments: (1) 13th St, from Lighthouse Ave to Ocean View Blvd (OVB) (PCI 16) (2) 15th St, from OVB to Lighthouse Ave (PCI 9) (3) 16th St, from OVB to Central Ave (PCI 46) (4) 16th St, from Pine Ave to Junipero Ave (PCI 47) An agreement was awarded in April. Construction commenced in May and is anticipated to conclude in the fiscal year.
	RMRA SB1	47	6041					$ 354,138	$ 354,138	$ -	**$ 354,138**	
	Capital Improvement	63	6041					$ 300,000	$ 300,000	$ 147,858	**$ 152,142**	
	Sewer	76	6051					$ 250,000	$ 250,000	$ 35,875	**$ 214,125**	
CIP23-02	Local Streets and Roads	17	6041	**FY 22/23 Crack & Slurry Seal**			**Construction/Work In Progress**	$ 100,000	$ 100,000		**$ 100,000**	This project will allow the City to address 630,000SF of roadway at various locations in the City. Streets to receive the crack & slurry seal treatment are identified via the City's Pavement Management Program, maintenance logs, and in-field observations. Construction is scheduled to commence on 6/6. It is anticipated that all work will conclude by the end of the fiscal year.
	Capital Improvement	63	6041					$ 200,000	$ 200,000	$ 13,166	**$ 186,834**	
CIP23-03	RSTP (TAMC)	20	6041	**Cedar, Sunset, & Congress Intersection**	**X**	**X**	**Contract**	$1,000,000	$ 332,430	$ 172	**$ 332,258**	A competitive Request for Qualifications was issued in January. In February the solicitation period closed. Firm interviews were held in April. The item will be brought forward to the Council in June for agreement authorization.
CIP23-04	Local Streets and Roads	17	6041	**David Avenue Street Rehabilitation** [1]	**X**	**X**	**Project Development**	$ 400,000	$ 300,000	$ 11,693	**$ 288,307**	This project is being engineered. The City is working closely with Caltrans, as they are currently making sidewalk and access improvements to this area. Following engineering, the project will be put out to bid.
CIP23-05	Lighthouse	27	6021	**Point Pinos Lighthouse Roof Repair**		**X**	**Project Development**	$ 60,000	$ 60,000	$ 2,050	**$ 57,950**	The Heritage Society is currently researching ideal roofing material type in advance of an RFP being released.
CIP23-06	Sewer	76	6051	**Pump Station Replacement**	**X**	**X**	**Contract**	$ 110,000	$ 110,000	$ 163	**$ 109,837**	This project will allow for the replacement of the deteriorated pump station. A Request for Qualifications was issued in January and closed in February. Staff is scheduled to bring the item forward in June for award of contract.
CIP23-07	Museum Improvement	08	6021	**Museum Mezzanine Upgrades**		**X**	**Bids/RFP**	$ 75,000	$ 75,000	$ -	**$ 75,000**	City Staff has worked with the Museum to determine the best approach forward to ensure the needs and use of the space are met. City staff is in the process of obtaining quotes from fabricators.
CIP23-08	Museum Improvement	08	6021	**Museum Basement Moisture Control**		**X**	**Project Development**	$ 40,000	$ 40,000	$ 1,200	**$ 38,800**	Museum has onboarded a new Collections and Exhibits Manager. City staff is working with the manager to exploring ideas for improving the moisture in the collections storage area to address staff concerns.
CIP23-09	Gas Tax	18	6041	**Street Sign Upgrades**			**Complete**	$ 30,000	$ 30,000	$ 20,609	**$ 9,391**	Signs, poles, and hardware are have been ordered and received. Items will be installed. Approximately 400 signs.

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP23-10	ARPA	84	6021	**Fire Station Roof Repair**		**X**	**Construction/Work In Progress**	$ 35,000	$ 35,000	$ -	**$ 35,000**	Initial repairs complete to the overhang fascia and gutter at the front of the station are complete. Quotes are being obtained for additional repairs identified during the rainy season; this includes addressing leaks above the staircase area and training tower
CIP23-11	ARPA	84	6021	**Fire Dept. Exhaust System/HVAC & Filtration Cleaning**			**Complete**	$ 20,000	$ 20,000	$ 18,178	**$ 1,822**	Exhaust system was replaced to better fit engines/trucks and better capture fumes.
CIP23-12	ARPA	84	6021	**Fire Dept. Bathroom & Shower Remodel**			**Bids/RFP**	$ 50,000	$ 50,000	$ 1,700	**$ 48,300**	A call for bids was released in May. The bid period will close on June 15th.
CIP23-13	ARPA	84	6021	**Chautauqua Hall Bathroom Repairs**			**Contract**	$ 27,000	$ 27,000	$ -	**$ 27,000**	Contract being developed and routed for signatures; this will allow for the replacement of the deteriorated flooring in the restrooms.
CIP23-14	ARPA	84	6021	**Chautauqua Hall Main Roof Repairs**			**Complete**	$ 54,000	$ 54,000	$ 163	**$ 53,837**	This project allowed for the re-roof the west facing half of the "Main Hall" roof and the bell tower at the project site (approximately 2,600 SF). **Completed in April 2023.**
CIP23-15	ARPA	84	6021	**Crespi Pond Bathroom Replacement**	**X**	**X**	**Project Development**	$ 50,000	$ 50,000	$ -	**$ 50,000**	This item was reviewed by the HRC. The HRC was unable to make a determination; City staff is working on obtaining a Phase I historic report. The bathroom at this location is not up to current standards. This is the only City restroom available to the public between Lovers Point and the end of the City's coastline.
CIP23-16	ARPA	84	6041	**Wig-Wag Lights At Robert Down School**			**Deferred Indefinitely**	$ 20,000	$ 20,000	$ -	**$ 20,000**	This item has been by the City Traffic Engineer. Wig-Wag lights are not recommended at this location and will not enhance safety. Recommendations include striping (pavement markings) that can be performed by in-house crews.
CIP23-17	ARPA	84	6021	**Chautauqua Hall Preservation Plan**		**X**	**Construction/Work In Progress**	$ 25,000	$ -	$ -	**$ -**	Contract routed. Work to perform the preservation plan underway.
CIP23-18	ARPA	84	6021	**City Hall Roof Repair**		**X**	**Bids/RFP**	$ 80,000	$ 80,000	$ -	**$ 80,000**	Crews will embark on repairs to the sheet metal flashing and vent above the City Manager's Office/Conference Room ($11,000) in June. It is believed that these repairs will address the existing leaking. Previous in-house repair work to seal the gaps allowing water intrusion, lasted the majority of the rainy season and have resurfaced over the last rain event. Inspection of the roof has revealed that a larger replacement is warranted. Staff is working on producing an RFP to obtain quotes for a larger, much needed roof repair.
CIP23-19	ARPA	84	6031	**Purple Pipe Project**	**X**	**X**	**Construction/Work In Progress**	$ 120,000	$ 38,675	$ 27,561	**$ 11,113**	Original budget adjusted down by from $120,000 to $38,675 during the mid year process to reflected anticipated expenses that would occur in the Fiscal Year. Expansion analysis complete and scheduled for Council review in June.

Project	Fund Name	Fund	Account	Project Name	Multi-Year Project?	Carry Forward?	Status	Adopted Budget	Amended Budget	Expenditures	Balance	Project Status Notes
CIP23-20	ARPA	84	6031	**Skate Park**	**X**	**X**	**Project Development**	$ 158,000	$ 158,000	$ 4,441	**$ 153,559**	A skatepark survey was made available from 11/18 -12/23 to gather input from the community. Several hearings before the recreation board occurred. In April 2023, the City Council held a discussion of the proposed skatepark locations. A consensus on a location was not reached. Ultimately, the City Council opted to not pursue further discussion with Pacific Grove Unified School District (related to the two sites owned by PGUSD). Council also asked staff to return with evaluation of alternate skatepark sites that are smaller and avoid neighborhood and residential impacts.
CIP23-21	ARPA	84	6041	**David Ave Sidewalk**	**X**	**X**	**Project Development**	$ 360,000	$ 360,000	$ 4,708	**$ 355,292**	Conceptual options for David Avenue sidewalks have been developed by the City's engineer. Ultimately, construction of sidewalks will be costly and there is not sufficient funding to address all of the sidewalk The item will be brought forward to the City Council in July for feedback and direction.
CIP23-22	ARPA	84	6031	**Recreation Board's Park Inventory**			**Construction/Work In Progress**	$ 50,000	$ 50,000	$ 5,112	**$ 44,888**	At their 7/28/22 meeting, the Recreation Board requested that the funding be put toward: -Picnic tables (Caledonia Park, the Recreation Trail, Higgings Park and GWP) -Storm drain improvements at Arnett Park -Re-build the Gazebo Elmarie Dyke The first two items have been completed under budget. The remaining element, the Gazebo, is anticipated to cost around $12,000. It is anticipated there will be project savings.
TRC21-02	Capital Improvement	63	6021	**PW Fire and Reconstruction**			**Construction/Work In Progress**	$ 787,500	$ 1,217,972	$ 636,790	**$ 581,182**	Repairs to the Public Work Administrative Office and Metal Warehouse are complete. Electrical repairs at the yard are 90% complete. As of May 31 the Public Works Admin team has moved back into the main office.
CIP23-24	RSTP (TAMC)	20	6054	**18th Street & Spruce Ave Stormwater Infrastructure Repairs**		**X**	**Construction/Work In Progress**		$ 39,950	$ -	**$ 39,950**	Anticipated to begin construction in June. Anticipated to complete majority of construction activities within the fiscal year; minor punch list/cleanup items may carry forward into early July.
CIP23-23	RSTP (TAMC)	20	6041	**Flashing Beacon at 19th and Sunset**		**X**	**Construction/Work In Progress**		$ 42,480	$ -	**$ 42,480**	Contract with BEAR Electric, Inc. executed. Permit from Caltrans issued. Construction activities to commence in June. It is anticipated work will carry forward into the FY23/24 Fiscal Year. Scope of work includes: electrical upgrades to allow an additional RRFB that is push button activated and ties in with the existing in-road way lights and communicates with the controller. Striping and signage improvements.

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 treed 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

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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

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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 (CO_2), 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 (CO_2), 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	**Chinese Pavilion Along Coastline**	This project would allow for the construction of a Chinese Pavilion 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
45	**Library Backup Power Project**	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.	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.	**$50,000**				Infrastructure; Environmental Stewardship

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: June 07, 2023

SUBJECT: Council Policy Posting Contracts and Agreements Online

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

RECOMMENDATION

1. Direct the City Attorney to return with a Council Resolution creating Posting Contracts and Agreements Online Policy 000-29.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

A draft 'Posting Contracts and Agreements Online' Policy 000-29 is attached.

- Posting important documents is a practice by many cities in California.
- Posting allows public confirmation of Council and Staff actions.
- Posting provides ease of public access.
- Posting reduces public records requests.
- Posting will enhance the public's trust and confidence in local government.
- A contract was recently awarded to Cities Digital Inc. and a Document Management System implemented.
- Phase I with posting of vendor contracts to a public portal was launched February 2023.
- Phase II will include other types of City agreements such as leases and grants and include a search capability.
- Posting of documents should be in accordance with Records Management and Records Retention Schedule Policy 000-19.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

City of Pacific Grove
City Council Policy

Policy Governing	Policy No.	Effective Date	Page
Posting Contracts and Agreements Online	000-29	xxx	1 of 1

PURPOSE:
To provide ease of public access to important contracts and agreements describing actions taken by city government.

POLICY & PROCEDURE:
All contracts and agreements having a value of $5,000 or greater shall be posted online within 30 days of execution by all parties.

Contracts and agreements shall include but not be limited to:

- purchases
- construction, professional, maintenance, and vendor services
- leases
- grants
- loans
- promissory notes
- franchises
- other contracts and agreements

Confidential information contained within vendor or legal services contracts or other agreements shall be excluded on approval by the City Attorney.

Contracts and agreements shall remain posted in accordance with Council Policy 000-19 Records Management and Records Retention Schedule.

Adopted xxx - 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: Ben Harvey, City Manager

MEETING DATE: June 07, 2023

SUBJECT: Professional Services Agreement with Tripepi Smith for Communication Services

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

RECOMMENDATION

1. Authorize the Mayor to sign a professional services agreement with Tripepi Smith for communication services for Fiscal Year 23-24 in an amount not to exceed $72,000.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Tripepi Smith has been providing and managing the City's communication services since February of this year, when the Police Administrative Services Manager/Public Information Officer resigned. These services have included content planning, management and response for the City's various communications channels (primarily social media, but also City websites).Tripepi Smith engages all City Departments on a monthly basis via a newly-reconstituted City Communications Team to accomplish this, and collaborates closely with designated City staff to plan content, communicate new issues or concerns, and generate City information for sharing with the public. In addition, Tripepi Smith monitors City social media channels for questions and comments seven days a week, responding when appropriate with guidance from City staff. Using Tripepi Smith has allowed the City to benefit from a dedicated industry-leading content management, messaging, story telling and communications firm using best practices.

The better the City communicates, the better the public is served. Authorizing an agreement with Tripepi Smith within Fiscal Year 23-24 will allow the City to continue to improve its messaging and responses with better content and professional oversight. A monthly dashboard metrics report will be furnished to the City as part of the monthly retainer fee. Other optional services are available through Tripepi Smith at additional charge, should the City need. Optional services include news articles, press releases, official statements, digital newsletters, photoshoots, video production, graphics and more.

A contract is not attached to this agenda report. Tripepi Smith will be using the standard City agreement.

OPTIONS

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

FINANCIAL IMPACT:

Funding for the professional services agreement with Tripepi Smith for communication services has been budgeted within the proposed draft Fiscal Year 23-24 budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Tripepi Smith Proposal

TRIPEPI SMITH
marketing • technology • public affairs

Proposal submitted for:

COMMUNICATIONS SERVICES

Submitted: May 18, 2023

By: Ryder Todd Smith, Co-Founder & President
Cameron Grimm, Director
Skyler Addison, Business Analyst

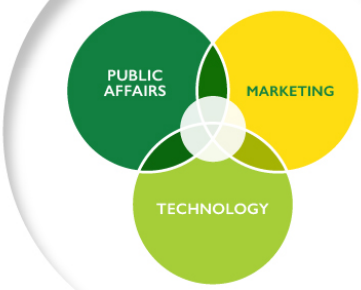
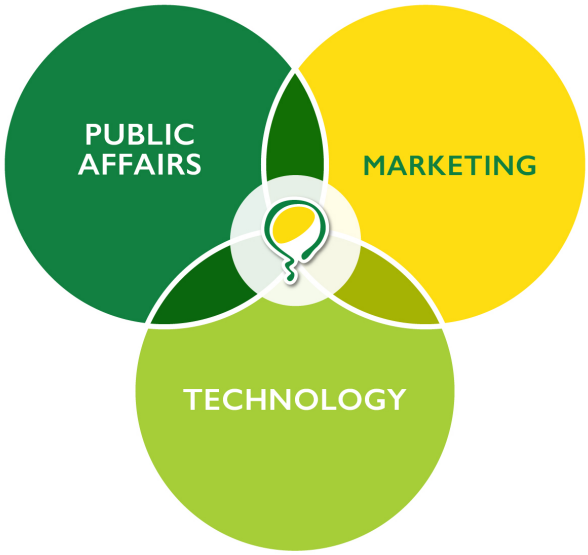


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COVER LETTER

Thank you for the opportunity to continue our relationship with the City of Pacific Grove as its communications partner. Our professional, highly trained team of public affairs, marketing and creative experts is well-positioned to continue helping the City execute on its strategic communications goals and objectives.

Since February, Tripepi Smith has worked with the City to improve communications processes, offer insight on outreach for upcoming projects and initiatives and establish best practices related to social media and general communications. The City has also utilized Tripepi Smith's ad hoc offerings relating to press release creation and graphic design services.

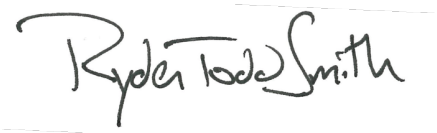
Work with the City over the past 3 months has provided insight into the scope of work that would be most beneficial to the City and staff moving forward. The proposed scope is outlined in this proposal.

Tripepi Smith has a strong record of working with public agencies throughout California. This work includes graphic design, marketing plans, media relations, strategic messaging, social media management, crisis communications and community engagement.

Tripepi Smith is a force multiplier for the communication operations in cities across California, actively working with over 100 city governments and public agencies. We gain insights from the breadth of our work and share that knowledge with our clients. No other communications firm has the city client depth and diversity that Tripepi Smith offers. We leverage this experience to the benefit of each client, applying experiences and lessons learned.

We appreciate the opportunity to continue to serve the Pacific Grove community and look forward to collaborating with the City on its communications efforts.

Regards,



Ryder Todd Smith
Co-Founder & President
Tripepi Smith

PROPOSED SCOPE OF SERVICES

After an initial engagement with the City of Pacific Grove, Tripepi Smith has developed an understanding of the communication needs that drive its strategy. The following custom scope of work is built upon those needs and the work Tripepi Smith has been most involved with over the previous contract term.

An updated scope of work for a renewed retainer agreement is outlined below. As with the previous contract, any ad hoc requests beyond the retainer can be handled through our standard hourly rates.

Ongoing Support

Every-Other-Week Check-In Calls & Content Planning

To coordinate our efforts with City Staff and sustain momentum on projects, Tripepi Smith will continue with a recurring, one-hour every-other-week phone call that will include a designated lead for our engagement. These calls will help drive content planning for various communications channels, including website articles, press releases and social media posts and stories. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks, review of recent media mentions and social media comments and sharing of communication opportunities uncovered. This will be a working call, during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will receive an action summary email about decisions made on the phone call and related action steps. We will produce work, such as press releases and social media drafts, in a shared workspace where the City can see our progress in real-time and provide instant feedback as needed. These tools allow for enhanced collaboration and expedite the production process.

Social Media Management

Content Creation: Social media content creation involves: planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Tripepi Smith will create up to three posts a week (12 posts a month) and distribute them on up to four (4) platforms (e.g. Facebook, Instagram, Twitter, Nextdoor).

Monitoring: Tripepi Smith will monitor inboxes for questions and comments seven days a week. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the City.

Additional: Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community

members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the City).

Monthly Dashboard Metrics Report

Each month, Tripepi Smith will provide a summary report in PDF format of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media. This will help us evaluate the success of our outreach efforts, as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

Communication Team Facilitation

Tripepi Smith will host, organize and document a monthly meeting that involves the City Communications Team. The team, which consist of designated communicators from each department, will work to develop stories and social media content to support overall City communications. Tripepi Smith's role will be to mentor, document and organize the input of this team into the overall City communications. Meetings will be similar in format to the bi-weekly meetings conducted with the City manager or his designee in terms of the technology used. Meetings will be held virtually using Zoom or MSFT Teams. A written agenda and documentation of notes and discussion from the meeting will be created by Tripepi Smith.

Common Add-On Work

News Articles, Press Releases & Official Statements

Tripepi Smith can draft news articles, press releases and/or official statements, which are typically up to five hundred (500) words in length. The City would direct the allocation of stories with Tripepi Smith's suggestions, making internal subject matter experts available to aid the development of the stories when needed. Additionally, this assumes the City would provide a media and external agencies notification list for use by Tripepi Smith where a press release scenario is desired. The City would also facilitate timely approval of quotes in the release when connected with City Staff.

Quarterly Digital Newsletter

Tripepi Smith has email marketing design experts with access to the complete Adobe Creative Suite to make any Constant Contact email template stand out. We will create one email template inside of Constant Contact for quarterly newsletter use. Email is another avenue to distribute the news article content that is created every month; it's inexpensive, prevalent and a solid way to reach engaged residents. We can utilize existing email lists collected from the City.

Quarterly Photoshoot

Assumes a six-hour event, with one-hour pre-planning, travel time, post-shoot photo editing, delivery to client photo portal. This includes all equipment fees – except drone work – and uses a Senior Graphic Artist / Photographer to complete the work.

Video Production

Assuming that Tripepi Smith handles all work and the video involves scripting, use of teleprompter, full camera setup, a single day of production shooting, b-roll shooting on same day, pre-planning, post-production video editing, music licensing, voice over, transcription and upload to appropriate channels.

Graphics

Tripepi Smith uses Canva extensively for basic social media graphics and therefore can use our Junior Business Analyst resources for that work. Where more extensive design is required, Tripepi Smith has an Art Director, Senior Graphic Artists and Graphic Artists. In our experience, these costs can vary widely based on iteration count, number of pages of content to layout or desired number of logo options or extent of a particular branding process. In all cases, we assume written content is being provided; this estimate is for design costs only.

Other

Sometimes we cannot anticipate all the potential needs of an agency when making a proposal. In these cases, Tripepi Smith can either provide a fixed price quote for work, or an estimate using our time and materials rates noted below.

COST PROPOSAL

Ongoing Support

This is usually priced into a fixed monthly retainer basis with a defined scope of services. Pricing would be as follows for a theoretical retainer scope of:

- every-other-week call,
- three media posts a week plus seven day a week monitoring,
- monthly dashboard metrics report, and
- facilitated and documented monthly City Communications Team meeting.

$6,000 / month invoiced on 15th of each month

Add-On Work Rough Estimates

Additional News Article/Press Release

Up to 500 words. ~$650

Quarterly Digital Newsletter

Costs vary heavily by content generation requirements and formatting needs. For a Constant Contact account setup and custom art template, the fee will be about $825. For ongoing newsletter assembly, excluding content development, fees are likely $600/month.

Quarterly Day Long Photoshoot

Approximately $2,680 / not including travel costs

Video Production

Approximately ~$4,940 / video not including travel

Graphics

- Print/Digital Short Format Quarterly Newsletter - $850
- Print/Digital Banner - $725
- Print/Digital Flyer - $950

Time & Materials (Ad Hoc) Work

Tripepi Smith's standard hourly rates (listed below) will be available to the City for any services provided.

Retainer Discounted Time and Materials Rates

When client monthly retainers exceed six-thousand-five-hundred dollars ($6,750) a month, they have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

	Hourly - Standard	Hourly - Retainer
Principal	**$350**	**$295**
Director	**$240**	**$215**
Art Director	**$240**	**$215**
Senior Business Analyst	**$190**	**$165**
Business Analyst	**$130**	**$110**
Junior Business Analyst	**$105**	**$90**
Senior Videographer/Animator	**$190**	**$165**
Senior Photographer	**$160**	**$135**
Senior Graphic Designer	**$175**	**$145**
Graphic Designer	**$120**	**$100**
Junior Graphic Designer	**$105**	**$90**
Web Developer	**$195**	**$165**
Drone Operator	**$195**	**$165**
Videographer/Photographer	**$120**	**$100**

Time and Materials Billing

Any requested ad hoc work will be invoiced at the end of the month in which the work was done. Terms are net 30 days.

Fixed price project work will be invoiced per the above noted payment schedule. This will also be net 30 days.

Time & Materials Billing Increments

For ad hoc work, time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the "West Region" Consumer Price Index (CPI)—whichever is higher—each year on the anniversary of the contract, starting in calendar year 2024. When the contract duration is less than one year, new rates will be negotiated with each new contract renewal period.

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's applicable Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	$400	$600
Drone Equipment	N/A	$500

- Six-hundred dollars ($600) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Four-hundred dollars ($400) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the City prior to fee being assessed.
- Five-hundred dollars ($500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the Town for advertising space within various mediums, such as newspapers, magazines or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO
– digital news about public affairs, reaching over 10,000 California government executives

https://www.publicceo.com

Civic Business Journal

– digital interest stories about the people in local government

https://www.civicbusinessjournal.com

FlashVote

– planning, implementing, measuring civic surveys

https://www.flashvote.com

TS Talent Solutions

– talent search services for local government and related agencies

https://www.tstalentsolutions.com/



REFERENCES

	Description
City of Indian Wells **Chris Freeland** City Manager 760.346.2489 cfreeland@indianwells.com 44950 Eldorado Dr, Indian Wells, CA 92210	On-demand crisis communications, platforms review, policy strategy expertise, graphic design, content production support, video production support, event management and facilitation, photography services, media outreach, social media management, communications and leadership strategy, metric reporting, website content updates, copywriting services and quarterly communications calendar planning. **Primary Assigned Personnel:** • Cameron Grimm, Director • Kaetlyn Hernandez, Business Analyst • Olivia Moore, Junior Business Analyst **Period:** 2018 to present
City of Culver City **Shelly Wolfberg** Asst. to the City Manager 310.253.6008 shelly.wolfberg@culvercity.org 9770 Culver Blvd, Culver City, CA 90232	Communications Assessment, strategy and action items, social media management, social media and media monitoring, ongoing communications support, videography, monthly metrics reporting, photography, graphic design, bi-weekly client calls and crisis communications. **Primary Assigned Personnel:** • Jon Barilone, Principal • Saara Lampwalla, Senior Business Analyst • Kaetlyn Hernandez, Business Analyst • Claire Torza, Junior Business Analyst **Period:** 2017 to present
City of Duarte **Dan Jordan** City Manager 626.590.4633 djordan@accessduarte.com 1600 Huntington Drive, Duarte, CA 91010	Tripepi Smith conducted a full communications assessment for the City of Duarte in 2014. After ad hoc video, photo and email outreach work over a few years, the City engaged Tripepi Smith in 2020 to refresh the 2014 communications assessment, create a style guide, consult in creating a new website and to redesign its quarterly newsletter. Additionally, the City entered a retainer agreement for social media services, writing news articles and press releases, updating the website, delivering monthly metrics reports, conducting weekly project management calls as well as quarterly strategy calls with leadership and to produce the quarterly newsletter. **Primary Assigned Personnel:** • Saara Lampwalla, Senior Business Analyst • Danielle Rodriguez, Business Analyst • Claire Torza, Junior Business Analyst **Period:** 2014 to present



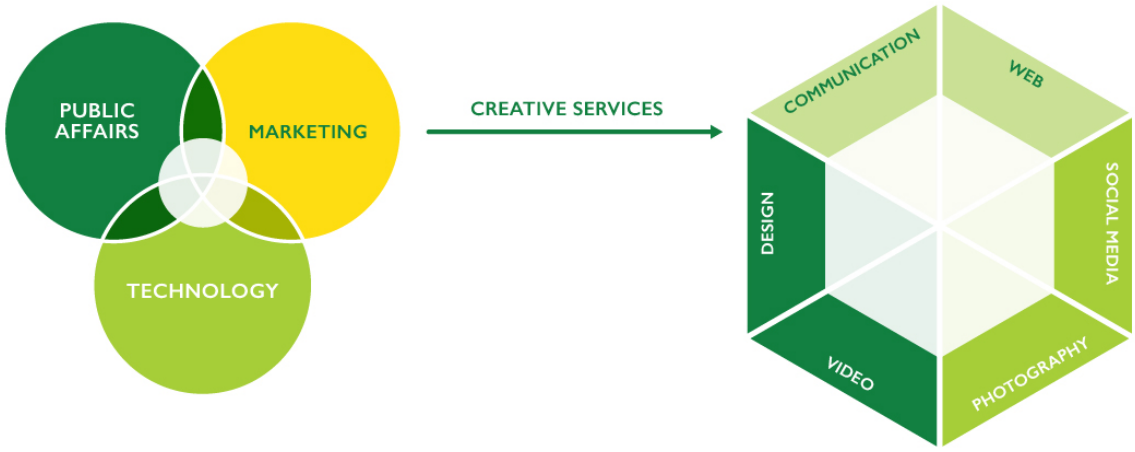
City of La Cañada Flintridge **Arabo Parseghian** Deputy Director of Administrative Services 818.790.8880 aparseghian@lcf.ca.gov One Civic Center Dr., La Cañada Flintridge, CA 91011	Communications assessment, and on-demand communications support. Community newsletter generation, media relations management, videography and strategic message development. **Primary Assigned Personnel:** • Cameron Grimm, Director • Kjerstin Wingert, Senior Graphic Artist **Period:** 2016 to present

Certificates of Insurance

Insurance certificates will be provided prior to contract execution. Tripepi Smith routinely provides insurance certificates to prove we meet the contracting requirements of public agencies throughout California. We are willing and able to comply with the insurance requirements of the City.

COMPANY OVERVIEW

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service public affairs and creative services firm, Tripepi Smith delivers strategy, outreach and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



At Tripepi Smith, experienced Directors and Analysts drive strategy and implement messaging. Full-time creative professionals generate compelling branding, websites, design, social media, photography and video. The collaboration between Creative Services and Analysts keeps communications engaging and on-message, and a diversity of skillsets and expertise allows Tripepi Smith to offer clients exactly the level of service they need.

Additionally, printing, niche website development needs or for mailing, we may use subcontractors. These are often determined at the time of the need, so it is difficult to predict who that will be. However, here is a list of potential firms or people we routinely subcontract with:

- InfoSend – Print and Mail House Services
- DLS Printer Services – High-end Printing for Collateral
- Emily Baker – Voiceover Work

Grounded in civic affairs: Co-founder and CFO Nicole Smith is a 2nd-generation civic affairs professional (her father was a city manager for 30 years). Meanwhile, co-founder and president of Tripepi Smith, Ryder Todd Smith, brings over a decade of public agency marketing and communications experience to the table.

Tripepi Smith Testimonial

> **Thanks to Tripepi Smith, we've made significant strides in our outreach. In four years, we've achieved several milestones with the team.**
>
> Tripepi Smith fully immerses themselves in our situations to get a clear understanding of the developments and challenges that the Paramount community faces. They then provide input and recommendations which I have found to be immensely valuable for our City's communication efforts. The team at Tripepi Smith have truly become a valued partner in our City's ongoing success.

John Moreno
City Manager, Paramount



Legal Structure and Financial Matters

Tripepi Smith is a California S Corporation. Ownership is equally split between Co-Founders Nicole D. Smith and Ryder Todd Smith.

Tripepi Smith has been incorporated since 2002 and has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

"…solutions that reflect our deep understanding of local government."

Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital platforms seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach *actually see* that content. Without content distribution, there is no impact.



Services Offered

Strategy, Marketing, Communications

- Strategic development, research, surveys, messaging
- Social media management
- Web and social media strategy, optimization (SEO), metrics
- Web hosting and support
- Email campaigns
- Relations (media, stakeholders, public, government)
- Support and training for events, presentations and virtual gatherings
- Google AdWords, LinkedIn and Facebook advertising

Creative Services

- Full-service graphic design for digital, print and outdoor
- Brand and logo development
- Content generation, writing and editorial
- Output services (digital distribution, print management, mail management)
- Photography, illustration and information graphics
- Video and animation
- Web design and implementation