



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING AGENDA

Wednesday, July 19, 2023, 5:00 P.M.

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

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

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.

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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. Public Employment, (Government Code § 54957)
Title: City Manager Performance Evaluation

- B. Pursuant to Government Code Section 54957
Public Employee Appointment
Title: Assistant City Attorney

ADJOURNMENT



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

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

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

The Council will not begin consideration of any item on this agenda later than 10:00 p.m. unless such consideration is approved. Any items on this agenda not considered this evening will be continued to a future meeting.

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Finance Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the City Council is by sending an email to citycouncil@cityofpacificgrove.org. In order to allow the City Council adequate time to review communication related to an agenda item, it is recommended that the communication be sent no later than 9:00 AM on the day prior to the City Council meeting.

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

**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.

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[MEETING INSTRUCTIONS](#)

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AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember McDonnell

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. Written General Public Comment

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 June 21, 2023 Closed Session and Regular Agenda Meetings

Reference: Sandra Kandell, City Clerk PAGE 10

Recommended Action: Approve minutes.

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

6. **RESOLUTIONS**

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

7. **ORDINANCES**

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

8. **REPORTS – INFORMATION ONLY**

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

A. June 2023 Check Register PAGE 20

Reference: Audrey Cray, Finance & Risk Manager

Recommended Action:

1. Receive the Check Register.
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. June 2023 Core Revenue Report PAGE 68

Reference: Audrey Cray, Finance & Risk Manager

Recommended Action:

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

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

C. City Council Goals Quarterly Update PAGE 71

Reference: Ben Harvey, City Manager

Recommended Action: Receive the report.

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

D. Monterey One Water Board of Directors Mid-Year Highlights 2023 PAGE 77

Reference: Nick Smith, Mayor Pro Tem

Recommended Action: Receive highlights.

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

- E. Monterey-Salinas Transit Minutes: June 12, 2023 PAGE 82

Reference: Joe Amelio, Councilmember

Recommended Action: Receive minutes.

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

9. **REPORTS – REQUIRING ACTION**

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

- A. Amended Agreement with HdL Companies for Sales Tax, Business Licenses, and TOT Collection and Compliance Services PAGE 90

Reference: Lori Frati, Management Analyst

Recommended Action: 1. Authorize the Mayor to amend the existing agreement with HdL companies for a 1-year extension to June 30, 2024 (renewable for an additional 1 year thereafter) in the amount not to exceed \$60,000 for the following:

- Sales, Use and Transactions Tax Auditing and Information Services;
- Business License Tax Operations and Compliance Services;
- Transient Occupancy Tax Operations Management Services; and

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

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

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

- A. Architectural Review Board Minutes: June 13, 2023 PAGE 143

Reference: Laurel O'Halloran, Planner

Recommended Action: Receive minutes.

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

- B. Library Advisory Board Minutes: May 8, 2023 PAGE 149

Reference: Diana Godwin, Library Director

Recommended Action: Receive minutes.

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

REGULAR AGENDA

11. PUBLIC HEARINGS

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

A. First reading amending ordinance 23-008, City Salary Classification Schedule (POA)

Reference: Leticia Livian, Human Resources Director PAGE 153

Recommended Action:

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold a first reading of an ordinance to amend the salary classification schedule to modify the salary range for Police Officer and Police Sergeant and approve the amendment; and
4. Direct that a summary of a proposed ordinance be published as approved by the City Attorney.

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

B. Accessory Dwelling Unit (ADU) Ordinance Amendment *This item was continued from the Council's July 5, 2023 meeting.* PAGE 157

Reference: Dara Sanders, Contract Planner and Anastacia Wyatt, Community Development Director

Recommended Action:

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 23.80 Accessory Dwelling Units approving the proposed zoning text amendment; and
4. Direct the publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Statutory Exemption, CEQA Guidelines 15282(h) - Adoption Regarding Second Units in a Single or Multi Family Residential Zone

12. UNFINISHED AND ONGOING BUSINESS

A. Requests for Proposals for a Coastal Wildlife Protection Program *This item was continued from the Council's July 5, 2023 meeting.* PAGE 183

Reference: Dara Sanders, Contract Planner and Ben Harvey, City Manager

Recommended Action:

1. Approved the draft Requests for Proposals for finalization and publication.
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. Small Business Recovery Action Plan *This item was continued from the Council's July 5, 2023 meeting.* PAGE 194

Reference: Ben Harvey, City Manager

Recommended Action:

1. Receive the attached recommended implementation plan, and provide staff with direction for action items of interest.
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. Energy Savings Assessment & Resiliency *This item was continued from the Council's July 5, 2023 meeting.* PAGE 209

Reference: Chaps Poduri, Councilmember

Recommended Action:

1. Adopt a Resolution Authorizing the City Manager to Direct Engie Services U.S. to Perform an Integrated Energy Savings Assessment of City-Owned Building for Potential Solar Photovoltaic System Implementation, and Grant Fund Sourcing.
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. City Public Information and Community Engagement through Social Media *This item was continued from the Council's July 5, 2023 meeting.*

Reference: Ben Harvey, City Manager PAGE 212

Recommended Action:

1. Receive the report, and provide direction to City staff regarding the City Public Information and Community Engagement through Social Media effort.
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. League of California Cities (LoCC) Annual Conference Voting Delegate and Alternate(s) *This item was continued from the Council's July 5, 2023 meeting.*

Reference: Sandra Kandell, City Clerk PAGE 223

Recommended Action:

1. Discuss, designate, and adopt by resolution a voting delegate and up two alternates to represent the City on policy matters at the League of California Cities (LoCC) Annual Conference on September 20-22.
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

- F. Concept Review: Housing Proposal, APN 006-284-015-000 (City Parking lot located on Fountain Avenue between Lighthouse Avenue and Laurel Avenue) PAGE 232

Reference: Anastacia Wyatt, Community Development and Ben Harvey, City Manager

Recommended Action:

1. Determine if the City Council would like to initiate negotiations for an affordable housing concept proposal on APN 006-284-015-000 (City Parking lot located on Fountain Avenue between Lighthouse Avenue and Laurel Avenue); 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

13. **NEW BUSINESS**

- A. Pacific Grove Public Transportation - Past, Present, and Future PAGE 236

Reference: Luke Coletti, Mayor Pro Tem

Recommended Action: Receive the report.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

- 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: Management Employees Association and General Employees Association

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: July 19, 2023
SUBJECT: Minutes of the June 21, 2023 Closed Session and Regular Agenda 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, July 5, 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, McDonnell, and Poduri. Absent: Councilmember Coletti.

APPROVAL OF AGENDA

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

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

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

NOES: None.

ABSENT: Councilmember Coletti.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

Public comment was received from Vicki Pearse, Jane Haines, Lisa Ciani, Inge Lorentzen Daumer, Paul Walkingstick, and Andrew Kubica.

1. Written Closed Session Public Comment
 - A. Public Employment, (Government Code § 54957)
Title: City Manager Performance Evaluation



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

AMENDED REGULAR MEETING

Wednesday, July 5, 2023, 6:00 P.M.

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

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

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

CALL TO ORDER

Mayor Peake called 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

Councilmember Coletti led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Regular Agenda items 11A and 12D were continued to the Council's July 19, 2023 meeting.

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

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: Recognizing Dr. Ralph Porras

Action: Council received the presentation.

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

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

A. Report on Closed Session by City Attorney

Public Employment, (Government Code § 54957)

Title: City Manager Performance Evaluation

City Attorney Brian Pierik had reportable action to report.

- B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment received from Rebecca Lee, Dan Miller, Carmelita Garcia, Vince Tuminello, Lisa Ciani, Mike Gibbs, and Steve Houx.

- A. Written General Public Comment

Action: Received written public comment, if applicable.

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

CONSENT AGENDA

Action: Consent Agenda items 9A, 9B, 9C, and 9D were pulled and considered immediately following the Consent Agenda.

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

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 June 21, 2023 Special and Regular Meetings and the June 23, 2023 Special Closed Session Meeting

Action: Approved minutes.

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

6. **RESOLUTIONS**

7. **ORDINANCES**

- A. Ordinance to Amend the City Salary Classification Schedule (POA)

Action: Held second reading, adopted Ordinance No. 23-008 to amend the salary classification schedule to modify the salary range for Police Officer and Police Sergeant, and approved the amendment.

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

- B. Ordinance Amending Chapter 2.04 of the Pacific Grove Municipal Code by adding Section 2.04.100 on Policy creation, amendment, or deletion by City Council Resolution

Action: Held second reading and adopted Ordinance No. 23-009 amending Chapter 2.04 of the Pacific Grove Municipal Code by adding Section 2.04.100 on Policy creation,

amendment, or deletion by City Council Resolution.

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

8. **REPORTS – INFORMATION ONLY**

9. **REPORTS – REQUIRING ACTION**

- A. PW Temporary Trailer Ratification (PW Fire) *This item was pulled and considered immediately following the Consent Agenda.*

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action: Ratify the trailer rental with Williams Scotsman, Inc., by approving a resolution, for the Public Works Admin Office temporary trailer rental in the amount of \$44,440 plus a 5% contingency, in accordance with Municipal Code Section 2.16.080, Bidding Procedures-Dispensation.

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

- B. Professional Planning Services with Good City Company *This item was pulled and considered immediately following the Consent Agenda.*

Reference: Anastacia Wyatt, Community Development Director

Recommended Action: Authorize an agreement not to exceed \$75,000 for professional contract planning services with Good City Company.

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

- C. FY23/24 CIP Engineering Services *Action required by July 5, 2023. This item was pulled and considered immediately following the Consent Agenda.*

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action: Authorize an agreement with Neill Engineers Corp for FY23/24 Capital Improvement Plan engineering services in an amount not to exceed \$545,871 plus a 15% contingency.

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

- D. Tree Maintenance Service Agreement *Action required by July 5, 2023. This item was pulled and considered immediately following the Consent Agenda.*

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

Recommended Action: Authorize an agreement with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties and facilities in an amount not-to-exceed \$220,000 per fiscal year, with the option to extend the agreement for 4 additional years

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

- E. September 20 Meeting Cancellation

Action: Canceled the September 20, 2023 Council Meeting.

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

F. Appointment to Recreation Board

Action: Approved the appointment of A. Gamble to the Recreation 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**

A. Museum Board Minutes: May 10, August 9, November 8, 2022, and February 14, 2023

Action: Received the minutes.

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

B. Planning Commission Meeting Minutes: April 13, 2023

Action: Received the minutes.

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

Pulled from the Consent Agenda:

A. PW Temporary Trailer Ratification (PW Fire) ***This item was pulled from the Consent Agenda.***

Public comment received from Dan Miller.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted to ratify the trailer rental with Williams Scotsman, Inc., by approving a resolution, for the Public Works Admin Office temporary trailer rental in the amount of \$44,440 plus a 5% contingency, in accordance with Municipal Code Section 2.16.080, Bidding Procedures-Dispensation.

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. Professional Planning Services with Good City Company ***This item was pulled from the Consent Agenda.***

Public comment received from Lisa Ciani, Marsha, and Rebecca Lee.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted to authorize an agreement not to exceed \$75,000 for professional contract planning services with Good City Company.

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

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

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

- C. FY23/24 CIP Engineering Services *Action required by July 5, 2023. This item was pulled from the Consent Agenda.*
Public comment received from Dan Miller, Marsha, and Andrew Kubica.

Action: Upon motion by Councilmember Coletti and seconded by Mayor Pro Tem Smith, Council voted to authorize an agreement with Neill Engineers Corp for FY23/24 Capital Improvement Plan engineering services in an amount not to exceed \$545,871 plus a 15% contingency.

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

- D. Tree Maintenance Service Agreement *Action required by July 5, 2023. This item was pulled from the Consent Agenda.*
Public comment received from Rebecca Lee, Thom Akeman, Dan Miller, Sally Moore, Inge Lorentzen Daumer, and Kim Akeman.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti, Council voted to authorize an agreement for one year with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties and facilities in an amount not-to-exceed \$220,000 per fiscal year.

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. Accessory Dwelling Unit (ADU) Ordinance Amendment *During the Approval of the Agenda, this item was continued to the Council's July 19, 2023 meeting.*

Reference: Anastacia Wyatt, Community Development

Director Recommended Action:

1. *Request the City Attorney read the title of the ordinance;*
2. *Motion to waive further reading of the ordinance;*
3. *Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 23.80 Accessory Dwelling Units approving the proposed zoning text amendment; and*
4. *Direct the publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.*

CEQA: Statutory Exemption, CEQA Guidelines 15282(h) - Adoption Regarding Second Units in a Single or Multi Family Residential Zone

12. UNFINISHED AND ONGOING BUSINESS

- A. Actuarial Analysis for the CalPERS Miscellaneous and Safety Plans *This item was continued from the Council's June 21, 2023 meeting.*

Public comment received from Marsha, Mike Gibbs, and Andrew Kubica.

Action: Council received the report and presentation.

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

- B. Purple Pipe Feasibility Study *This item was continued from the Council's June 21, 2023 meeting.*

Public comment received from Sally Moore.

Action: Council received the report and directed staff collaborate with Monterey One Water for cost estimates on the various phases, to seek funding, and return to the Council with further information.

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

- C. Safety Improvements at 5-way intersection *This item was continued from the Council's June 21, 2023 meeting.*

Public comment received from Dan Miller, Rebecca Lee, and Andrew Kubica.

Action: The motion by Councilmember Amelio and seconded by Councilmember Amelio, Council voted to authorize the City to enter into an agreement with GHD for Phase I of the Congress, Cedar, and Sunset Intersection Safety Improvement Project in an amount not to exceed \$797,574, was substituted with a motion by Councilmember McDonnell.

Action: Upon motion by Councilmember McDonnell and seconded by Councilmember Coletti, Council voted to authorize the City to enter into an agreement with GHD for Phase I of the Congress, Cedar, and Sunset Intersection Safety Improvement Project in an amount not to exceed \$797,574, with a stipulation for alternative analysis and decision.

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

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

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

- D. Requests for Proposals for a Coastal Wildlife Protection Program ***During the Approval of the Agenda, this item was continued to the Council’s July 19, 2023 meeting.***

Reference: Dara Sanders, Contract Planner and Ben Harvey, City Manager

Recommended Action:

1. Approve the draft Requests for Proposals for finalization and publication.
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. Small Business Recovery Action Plan ***Due to time constraints, this item was continued to the Council’s July 19, 2023 meeting.***

Reference: Ben Harvey, City Manager

Recommended Action:

1. Receive the recommended implementation plan and provided staff with direction for action items of interest.
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. Energy Savings Assessment & Resiliency ***Due to time constraints, this item was continued to the Council’s July 19, 2023 meeting.***

Reference: Ben Harvey, City Manager

Recommended Action:

1. Adopt a Resolution Authorizing the City Manager to Direct Engie Services U.S. to Perform an Integrated Energy Savings Assessment of City-Owned Building for Potential Solar Photovoltaic System Implementation, and Grant Fund Sourcing.
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. City Public Information and Community Engagement through Social Media ***Due to time constraints, this item was continued to the Council’s July 19, 2023 meeting.***

Reference: Ben Harvey, City Manager

Recommended Action:

1. Receive the report and provide direction to City staff regarding the City Public Information and Community Engagement through Social Media effort.
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. League of California Cities (LoCC) Annual Conference Voting Delegate and Alternate(s)
Due to time constraints, this item was continued to the Council's July 19, 2023 meeting.

Reference: Sandra Kandell, City Clerk

Recommended Action:

1. Discuss, designate, and adopt by resolution a voting delegate and up to two alternates to represent the City on policy matters at the League of California Cities (LoCC) Annual Conference on September 20-22.
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

Council adjourned the regular meeting at 10:33 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: Audrey Cray, Finance & Risk Manager
MEETING DATE: July 19, 2023
SUBJECT: June 2023 Check Register
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

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

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

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

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

June 2023 Check Register

SUPERION
DATE: 07/12/2023
TIME: 12:35:49

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20230601 00:00:00.000' and '20230630 00:00:00.000'
ACCOUNTING PERIOD: 1/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106082	06/02/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	724.97
101	106082	06/02/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,744.41
TOTAL CHECK									2,469.38
101	106083	06/02/23	2935	CALIF LAW ENFORCME	01	202	DED:3200 LTD PD	0.00	567.00
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	564.42
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	444.47
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,073.30
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,155.62
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	1,155.62
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,187.86
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	2,400.24
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,064.05
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	4,800.48
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,555.76
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	4,293.20
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	4,444.70
101	106084	06/02/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
TOTAL CHECK									46,892.40
101	106085	06/02/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,228.65
101	106085	06/02/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	292.30
TOTAL CHECK									2,520.95
101	106086	06/02/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,043.38
101	106086	06/02/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	13,884.85
101	106086	06/02/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,053.73
TOTAL CHECK									60,981.96
101	106087	06/02/23	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	106088	06/02/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	741.50
101	106089	06/02/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	315.00
101	106089	06/02/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,557.57
TOTAL CHECK									12,872.57
101	106090	06/02/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	106091	06/02/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	40.00
101	106092	06/02/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	75.69
101	106092	06/02/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,128.92
101	106092	06/02/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,208.68

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CITY OF PACIFIC GROVE
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ACCTPA21

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FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		106092	06/02/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,033.77
101		106092	06/02/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	28.33
TOTAL CHECK									0.00	10,475.39
101		106093	06/02/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101		106094	06/02/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
101		106094	06/02/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	227.40
101		106094	06/02/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	805.97
101		106094	06/02/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	416.90
101		106094	06/02/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
TOTAL CHECK									0.00	1,986.35
101		106095	06/02/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	120.84
101		106096	06/02/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	82.77
101		106096	06/02/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	100.61
101		106096	06/02/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	347.54
101		106096	06/02/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	608.57
101		106096	06/02/23	2133	PERS	01	202	DED:2000 PERS EMPLOY	0.00	1,179.00
101		106096	06/02/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	833.55
101		106096	06/02/23	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101		106096	06/02/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	7,027.46
101		106096	06/02/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,503.60
101		106096	06/02/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	9,306.35
101		106096	06/02/23	2133	PERS	01	202	DED:01 PERS	0.00	9,429.15
101		106096	06/02/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,410.38
101		106096	06/02/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,247.28
101		106096	06/02/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,670.87
101		106096	06/02/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	4,782.43
101		106096	06/02/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
TOTAL CHECK									0.00	69,406.63
101		106097	06/02/23	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
101		106097	06/02/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	934.84
TOTAL CHECK									0.00	942.84
101		106098	06/02/23	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101		106099	06/02/23	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,338.75
101		106100	06/02/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	600.12
101		106101	06/02/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	387.97
101		106102	06/02/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	450.00
101		106102	06/02/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	153.56
101		106102	06/02/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	62.82
101		106102	06/02/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
TOTAL CHECK									0.00	696.38
101		106103	06/02/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,138.07

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CITY OF PACIFIC GROVE
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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106105	06/05/23	9489	DARRYL PANG	301	5201	350.00	0.00	350.00
101	106105	06/05/23	9489	DARRYL PANG	301	5201	POLYGRAPH SERVICES	0.00	1,750.00
TOTAL CHECK								0.00	2,100.00
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	47.40
101	106111	06/08/23	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	47.40
101	106111	06/08/23	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	47.40
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	63.30
101	106111	06/08/23	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	25.61
101	106111	06/08/23	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	36.47
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	40.11
101	106111	06/08/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	23.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	23.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	76.84
101	106111	06/08/23	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	79.53
101	106111	06/08/23	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	92.21
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	97.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRIG	0.00	97.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	308.89
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	308.89
101	106111	06/08/23	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FI	0.00	316.62
101	106111	06/08/23	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	345.38
101	106111	06/08/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	359.18
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	367.67
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	372.90
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	372.94
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	429.52
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	431.97
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	502.22
101	106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	577.69
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	637.41
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	824.07
101	106111	06/08/23	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	858.21
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	193.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	193.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	193.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	193.70
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	197.49
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	216.10
101	106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	100.50

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FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		106111	06/08/23	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	247.23
101		106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	1,612.30
101		106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	1,208.96
101		106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	1,260.21
101		106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	1,314.13
101		106111	06/08/23	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,345.64
101		106111	06/08/23	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	1,379.39
		TOTAL CHECK							0.00	17,910.59
101		106112	06/09/23	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	61,692.87
101		106113	06/09/23	4488	ALTERNATOR STARTER	351	5223	UNIT 6493	0.00	288.19
101		106114	06/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	343.20
101		106114	06/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	450.00
101		106114	06/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	3,245.55
101		106114	06/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	3,286.95
		TOTAL CHECK							0.00	7,325.70
101		106115	06/09/23	8330	AMAZON CAPITAL SERV	501	5301	PAPER	0.00	43.69
101		106115	06/09/23	8330	AMAZON CAPITAL SERV	201	5306	OFFICE EQUIPMENT	0.00	462.85
		TOTAL CHECK							0.00	506.54
101		106116	06/09/23	9685	ANASTACIA WYATT	201	5306	OFFICE EQUIPMENT	0.00	329.00
101		106117	06/09/23	5363	AT&T CALNET 3	133	5212	CH GENERAL ALARM LI	0.00	24.81
101		106118	06/09/23	213	BAKER & TAYLOR COMP	401	5301	BOOKS & MATERIALS	0.00	150.05
101		106120	06/09/23	5303	VERIZON BUSINESS	301	5206	VERIZON PORT ACCESS	0.00	762.76
101		106122	06/09/23	6543	CATRINA T. COYLE	401	5215	TRAVEL REIMBURSEMEN	0.00	388.40
101		106123	06/09/23	7532	CHAVAN & ASSOCIATES	131	5201	AUDIT, ACFR, & GANN	0.00	5,125.00
101		106124	06/09/23	5198	CODE PUBLISHING, IN	101	5261	CODE UPDATES	0.00	1,078.00
101		106125	06/09/23	5171	COMCAST	133	5206	PD 0387836	0.00	151.23
101		106125	06/09/23	5171	COMCAST	133	5206	PW 0194117	0.00	228.86
101		106125	06/09/23	5171	COMCAST	133	5206	INTERNET REC	0.00	103.75
101		106125	06/09/23	5171	COMCAST	133	5206	PW 0389527	0.00	106.23
		TOTAL CHECK							0.00	590.07
101		106127	06/09/23	622	CHOMP	301	5291	BLOOD DRAWS	0.00	27.00
101		106128	06/09/23	6882	CREATIVE SERVICES O	01	220	USE TAX	0.00	44.31
101		106128	06/09/23	6882	CREATIVE SERVICES O	301	5291	JR OFFICER STICKERS	0.00	505.95
		TOTAL CHECK							0.00	550.26
101		106130	06/09/23	9652	ELISABETH CAUSOR	421	5361	REIMB. REC PROGRAM	0.00	24.55
101		106131	06/09/23	3342	EVA RASUL	301	5215	LODGING REIMBURSEME	0.00	320.70

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101		106132		06/09/23	3549	MARIE FAVALORO		130	5601	FACADE PROGRAM	0.00	2,589.08
101		106132		06/09/23	3549	MARIE FAVALORO		01	4203	REFUND BUILDI 23047	0.00	119.25
101		106132		06/09/23	3549	MARIE FAVALORO		01	4203	REFUND BUILD 230469	0.00	119.25
TOTAL CHECK											0.00	2,827.58
101		106134		06/09/23	592	FOREST HILL ACE HAR		503	5223	TENNIS COURTS	0.00	120.78
101		106134		06/09/23	592	FOREST HILL ACE HAR		503	5223	TENNIS COURTS	0.00	116.09
101		106134		06/09/23	592	FOREST HILL ACE HAR		505	5309	STREETS SUPPLIES	0.00	41.50
TOTAL CHECK											0.00	278.37
101		106135		06/09/23	9817	GEMMA PETERSON		421	5208	YOGA 4/20 - 5/18/20	0.00	504.00
101		106135		06/09/23	9817	GEMMA PETERSON		421	5208	YOGA KID 4/22-5/20/	0.00	560.00
TOTAL CHECK											0.00	1,064.00
101		106137		06/09/23	9946	GIANNA HALTON		01	4467	SUMMER CAMP REFUND	0.00	536.00
101		106137		06/09/23	9946	GIANNA HALTON		01	4463	PRE-SCHOOL REFUND	0.00	104.00
TOTAL CHECK											0.00	640.00
101		106138		06/09/23	1104	GRANITE CONSTRUCTIO		505	5309	STREETS SUPPLIES	0.00	691.10
101		106138		06/09/23	1104	GRANITE CONSTRUCTIO		505	5309	STREET SUPPLIES	0.00	691.10
TOTAL CHECK											0.00	1,382.20
101		106140		06/09/23	8707	WILEY GRIFFIN		301	5215	PER DIEM 6/11-6/16/	0.00	407.00
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		505	5309	STREETS	0.00	411.62
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		503	5223	HARDWARE	0.00	461.56
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		503	5309	GOOD OLD DAYS	0.00	48.05
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		502	5322	LADDER	0.00	108.16
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		503	5309	STREETS	0.00	21.91
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		505	5309	CEMENT	0.00	32.75
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		503	5223	BENCHES	0.00	12.43
101		106141		06/09/23	1199	HAYWARD LUMBER COMP		503	5223	BENCHES	0.00	384.86
TOTAL CHECK											0.00	1,481.34
101		106142		06/09/23	8066	HINDERLITER, DE LLA		121	5201	FEBRUARY CANIBAS MG	0.00	525.00
101		106143		06/09/23	3521	KIMBALL MIDWEST		502	5309	MECH STOCK	0.00	96.47
101		106143		06/09/23	3521	KIMBALL MIDWEST		502	5309	MECH STOCK	0.00	179.83
TOTAL CHECK											0.00	276.30
101		106144		06/09/23	5787	LAUREL O'HALLORAN		201	5215	TRAVEL REIMBURSEMEN	0.00	604.70
101		106146		06/09/23	9947	LYDIA MATTA		121	5215	MILEAGE REIMBURSEME	0.00	64.78
101		106147		06/09/23	1788	MONTEREY COUNTY CON		101	5261	FY Q4 4/1-6/30/23 T	0.00	37,175.00
101		106149		06/09/23	1693	MISSION LINEN SUPPL		351	5291	LINEN SERVICES	0.00	14.20
101		106149		06/09/23	1693	MISSION LINEN SUPPL		351	5291	LINEN SERVICES	0.00	16.00
101		106149		06/09/23	1693	MISSION LINEN SUPPL		351	5291	LINEN SERVICES	0.00	74.33
101		106149		06/09/23	1693	MISSION LINEN SUPPL		351	5291	LINEN SERVICES	0.00	77.33
101		106149		06/09/23	1693	MISSION LINEN SUPPL		351	5291	LINEN SERVICES	0.00	77.33

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106149	06/09/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	77.33
101	106149	06/09/23	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	77.66
TOTAL CHECK								0.00	414.18
101	106150	06/09/23	6554	MONTEREY BAY LOVEDP	301	5291	COMMUNAL CREAMATION	0.00	800.00
101	106152	06/09/23	1802	CITY OF MONTEREY	351	5227	APRIL REPAIR COSTS	0.00	714.34
101	106152	06/09/23	1802	CITY OF MONTEREY	351	5227	UNIT 6414	0.00	8,590.44
101	106152	06/09/23	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
TOTAL CHECK								0.00	245,090.94
101	106153	06/09/23	1839	MUSCO SPORTS LIGHTI	503	5223	MUNI BALLPARK LIGHT	0.00	1,414.35
101	106154	06/09/23	7983	GOVERNMENTJOBS.COM,	133	5239	SUBS 7/1/23-6/30/24	0.00	5,928.25
101	106155	06/09/23	9239	NUTRIEN AG SOLUTION	503	5223	LANDSCAPE SUPPLIES	0.00	190.95
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	113.90
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	101	5301	COUNCIL SUPPLIES	0.00	53.97
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	58.75
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	121	5301	SUPPLIES	0.00	107.81
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	99.71
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	8.72
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	5.00
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	66.97
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	97.42
101	106156	06/09/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	82.08
TOTAL CHECK								0.00	694.33
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 58	0.00	14.12
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	301	5227	UNIT 6	0.00	108.15
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 58	0.00	31.10
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	301	5227	UNIT 6	0.00	39.91
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 58	0.00	206.10
TOTAL CHECK								0.00	399.38
101	106158	06/09/23	9528	PACIFIC CHESS ACADE	421	5208	MAY 23-MAY 18, 2023	0.00	1,638.00
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	501	5222	PW 04/28-05/29 1212	0.00	1,218.62
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	421	5222	REC04/27-05/25 4030	0.00	271.33
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	505	5222	GOLF 5/01-5/30 3438	0.00	29.55
TOTAL CHECK								0.00	1,519.50
101	106160	06/09/23	2028	PACIFIC GROVE CHAMB	130	5201	REIMB EDC ARTS DIST	0.00	842.00
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	30.55
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	27.29
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.49
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	351	5223	B&G FIRE DEPT	0.00	31.70
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	32.96
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	33.17
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	503	5227	B&G TRUCK 51	0.00	24.67

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101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 351		5223	B&G FIRE DEPT	0.00	25.61
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	26.61
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	101.03
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	22.27
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	49.54
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 421		5291	REC DEPT	0.00	38.27
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	39.26
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	16.38
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 411		5223	MUSEUM	0.00	16.38
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 502		5309	MECHANICAL	0.00	19.64
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	19.65
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 401		5223	LIBRARY	0.00	20.30
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5227	B&G TRUCK 51	0.00	20.75
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	21.60
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 421		5291	REC DEPT	0.00	8.93
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 505		5309	STREETS	0.00	9.36
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	10.67
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	10.90
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 411		5223	MUSEUM	0.00	12.01
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 411		5223	MUSEUM	0.00	13.10
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5227	B&G TRUCK 51	0.00	13.10
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	DISCOUNT PER TERMS	0.00	-81.46
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 401		5223	LIBRARY	0.00	5.07
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	6.52
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5227	B&G TRUCK 54	0.00	6.54
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 401		5223	LIBRARY	0.00	7.20
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	-31.70
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 401		5223	LIBRARY	0.00	1.87
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5227	B&G TRUCK 51	0.00	3.27
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	3.45
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5227	B&G TRUCK 51	0.00	4.36
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	72.04
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 503		5223	B&G	0.00	72.63
101		106162		06/09/23	2034	PACIFIC GROVE	HARDW 502		5309	MECHANICAL	0.00	61.16
TOTAL CHECK											0.00	856.14
101		106164		06/09/23	3709	R & R PRODUCTS, INC	503		5223	TOOLS	0.00	847.24
101		106165		06/09/23	3828	SAME DAY SHRED	301		5291	SHREDDING SERVICE	0.00	45.00
101		106166		06/09/23	9945	SCOTT S. BROOKS	01		4485	REFUND GEN PLAN FEE	0.00	643.80
101		106166		06/09/23	9945	SCOTT S. BROOKS	01		4402	REFUND IHS 23-0106	0.00	491.00
101		106166		06/09/23	9945	SCOTT S. BROOKS	01		4402	REFUND AP 23-0051	0.00	3,318.00
TOTAL CHECK											0.00	4,452.80
101		106167		06/09/23	2448	SENTRY ALARM SYSTEM	351		5223	TROUBLESHOOTING	0.00	180.00
101		106168		06/09/23	8068	SHI INTERNATIONAL C	133		5229	VMWARE & SUPPORT	0.00	4,994.91
101		106169		06/09/23	3085	SOUTH BAY REGIONAL	301		5215	LAW ENFORCEMENT COU	0.00	310.00
101		106170		06/09/23	9336	STAPHANY ARRIOLA	421		5361	REC PROGRAM SUPPLIE	0.00	245.96

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		106171	06/09/23	1758	THE MONTEREY COUNTY	513	5309	BIDS FOR TREE SERVI	0.00	142.19
101		106174	06/09/23	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	52.15
101		106174	06/09/23	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	38.01
101		106174	06/09/23	2786	VERIZON WIRELESS	501	5212	PW	0.00	52.83
101		106174	06/09/23	2786	VERIZON WIRELESS	121	5212	CM	0.00	59.83
101		106174	06/09/23	2786	VERIZON WIRELESS	201	5212	CDD	0.00	98.11
101		106174	06/09/23	2786	VERIZON WIRELESS	301	5212	PD	0.00	103.38
101		106174	06/09/23	2786	VERIZON WIRELESS	421	5212	REC	0.00	113.87
101		106174	06/09/23	2786	VERIZON WIRELESS	301	5206	WIRELESS MOBILE CON	0.00	491.32
101		106174	06/09/23	2786	VERIZON WIRELESS	501	5212	PW	0.00	481.49
101		106174	06/09/23	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	63.90
TOTAL CHECK									0.00	1,554.89
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	UNIT 07	0.00	74.06
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	UNIT 7	0.00	75.07
101		106175	06/09/23	9305	WATSONVILLE FORD	351	5227	UNIT 07	0.00	71.03
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	UNIT 07	0.00	464.02
101		106175	06/09/23	9305	WATSONVILLE FORD	351	5227	UNIT 05	0.00	3,658.90
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	UNIT 06	0.00	50.65
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	UNIT 07	0.00	117.65
101		106175	06/09/23	9305	WATSONVILLE FORD	351	5227	6484	0.00	334.62
101		106175	06/09/23	9305	WATSONVILLE FORD	351	5227	6484	0.00	7.43
101		106175	06/09/23	9305	WATSONVILLE FORD	301	5227	CREDIT UNIT 07	0.00	-74.06
TOTAL CHECK									0.00	4,779.37
101		106176	06/09/23	8136	WELLS FARGO VENDOR	501	5225	FY 22/23 KONIKA LEA	0.00	163.64
101		106176	06/09/23	8136	WELLS FARGO VENDOR	401	5225	FY 22/23 KONIKA LEA	0.00	203.18
101		106176	06/09/23	8136	WELLS FARGO VENDOR	121	5225	FY 22/23 KONIKA LEA	0.00	215.92
101		106176	06/09/23	8136	WELLS FARGO VENDOR	131	5225	FY 22/23 KONIKA LEA	0.00	216.02
101		106176	06/09/23	8136	WELLS FARGO VENDOR	301	5225	FY 22/23 KONIKA LEA	0.00	216.02
101		106176	06/09/23	8136	WELLS FARGO VENDOR	201	5225	FY 22/23 KONIKA LEA	0.00	254.29
TOTAL CHECK									0.00	1,269.07
101		106177	06/09/23	9716	BRIAN WHITSON	503	5201	FY22/23 JANITORIAL	0.00	2,100.00
101		106177	06/09/23	9716	BRIAN WHITSON	503	5201	CH SUPPLEMENTAL CLE	0.00	345.00
TOTAL CHECK									0.00	2,445.00
101		106181	06/16/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	724.97
101		106181	06/16/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,744.41
TOTAL CHECK									0.00	2,469.38
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,064.05
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,187.86
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,073.30
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	564.42
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	444.47
101		106182	06/16/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,311.24

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	2,400.24
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,555.76
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	4,293.20
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	4,444.70
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	4,800.48
101	106182	06/16/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
TOTAL CHECK								0.00	46,892.40
101	106183	06/16/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,228.65
101	106183	06/16/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	100.00
TOTAL CHECK								0.00	2,328.65
101	106184	06/16/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,387.16
101	106184	06/16/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	16,170.00
101	106184	06/16/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	43,581.27
TOTAL CHECK								0.00	71,138.43
101	106185	06/16/23	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	106186	06/16/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	741.50
101	106187	06/16/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	315.00
101	106187	06/16/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,557.57
TOTAL CHECK								0.00	12,872.57
101	106188	06/16/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	106189	06/16/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	40.00
101	106190	06/16/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	30.74
101	106190	06/16/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	310.21
101	106190	06/16/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,234.21
101	106190	06/16/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,617.87
101	106190	06/16/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,159.53
TOTAL CHECK								0.00	11,352.56
101	106191	06/16/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	106192	06/16/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
101	106192	06/16/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	853.38
101	106192	06/16/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	227.40
101	106192	06/16/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	416.90
101	106192	06/16/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
TOTAL CHECK								0.00	2,033.76
101	106193	06/16/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	136.08
101	106194	06/16/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	83.70

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101	106194	06/16/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	766.59
101	106194	06/16/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	347.54
101	106194	06/16/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	156.37
101	106194	06/16/23	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	106194	06/16/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	106194	06/16/23	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	106194	06/16/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	1,075.29
101	106194	06/16/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	4,675.53
101	106194	06/16/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	7,653.72
101	106194	06/16/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	8,274.61
101	106194	06/16/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	9,172.07
101	106194	06/16/23	2133	PERS	01	202	DED:01 PERS	0.00	9,210.60
101	106194	06/16/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,323.49
101	106194	06/16/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,665.26
101	106194	06/16/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,670.87
TOTAL CHECK								0.00	71,131.71
101	106195	06/16/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	983.02
101	106196	06/16/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	600.12
101	106197	06/16/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	2,533.33
101	106198	06/16/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	450.00
101	106198	06/16/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	153.56
101	106198	06/16/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	62.82
101	106198	06/16/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
TOTAL CHECK								0.00	696.38
101	106202	06/16/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,559.57
101	106203	06/16/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	450.00
101	106204	06/16/23	6543	CATRINA T. COYLE	401	5215	LODGING/REGISTRATIO	0.00	889.51
101	106205	06/16/23	3342	EVA RASUL	301	5215	PER DIEM 05/18-05/2	0.00	258.75
101	106205	06/16/23	3342	EVA RASUL	301	5215	PER DIEM 6/14 - 6/1	0.00	277.50
TOTAL CHECK								0.00	536.25
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	14.20
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	15.14
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	16.00
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	17.03
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	80.92
101	106206	06/16/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	82.42
TOTAL CHECK								0.00	225.71
101	106207	06/20/23	2133	PERS	513	5145	MAY 2023 UAL	0.00	250.00
101	106207	06/20/23	2133	PERS	101	5145	MAY 2023 UAL	0.00	500.00
101	106207	06/20/23	2133	PERS	133	5145	MAY 2023 UAL	0.00	2,583.33
101	106207	06/20/23	2133	PERS	502	5145	MAY 2023 UAL	0.00	2,916.67
101	106207	06/20/23	2133	PERS	501	5145	MAY 2023 UAL	0.00	3,583.33

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101	106207	06/20/23	2133	PERS	421	5145	MAY 2023 UAL	0.00	5,416.67
101	106207	06/20/23	2133	PERS	121	5145	MAY 2023 UAL	0.00	10,000.00
101	106207	06/20/23	2133	PERS	503	5145	MAY 2023 UAL	0.00	10,166.67
101	106207	06/20/23	2133	PERS	131	5145	MAY 2023 UAL	0.00	11,500.00
101	106207	06/20/23	2133	PERS	401	5145	MAY 2023 UAL	0.00	11,583.33
101	106207	06/20/23	2133	PERS	201	5145	MAY 2023 UAL	0.00	13,833.33
101	106207	06/20/23	2133	PERS	505	5145	MAY 2023 UAL	0.00	18,583.33
101	106207	06/20/23	2133	PERS	351	5145	MAY 2023 UAL	0.00	99,750.00
101	106207	06/20/23	2133	PERS	301	5145	MAY 2023 UAL	0.00	118,603.25
TOTAL CHECK								0.00	309,269.91
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	21.33
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	21.52
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	22.72
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	29.07
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	30.38
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	57.24
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	61.06
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	61.06
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	63.74
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	48.58
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	49.08
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	73.89
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	19.01
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKL	0.00	20.32
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	2.06
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKL	0.00	4.47
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	4.97
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	5.44
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.11
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	8.81
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	9.87
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	9.93
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	ON 17 MILE DR	0.00	10.44
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	12.33
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	14.10
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	14.29
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	14.37
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	15.75
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	15.75
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	16.45
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	17.72
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	20.75
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	21.32
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	0.03
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5222	ON 17 MILE DR	0.00	0.04
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	1.62
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	45.02
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	86.35
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	93.85
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	116.24
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	186.97

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101	106208	06/22/23	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	193.36
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	193.36
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	203.56
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	212.88
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	218.02
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	220.44
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	240.57
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	278.58
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5802	14TH&JUNIPERO-LOAN	0.00	294.94
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	142.48
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	149.74
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	152.06
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	155.52
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	110.84
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	329.89
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	503	5802	SUNSET SR. - LOAN	0.00	338.81
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	386.00
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	488.50
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	496.49
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	504.36
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	875.23
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,111.34
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,199.69
TOTAL CHECK								0.00	10,879.52
101	106209	06/22/23	1798	MONTEREY ONE WATER	401	5222	05/01/2023-06/30/20	0.00	98.96
101	106209	06/22/23	1798	MONTEREY ONE WATER	501	5222	05/01/2023-06/30/20	0.00	98.96
101	106209	06/22/23	1798	MONTEREY ONE WATER	411	5222	05/01/2023-06/30/20	0.00	197.92
101	106209	06/22/23	1798	MONTEREY ONE WATER	421	5222	05/01/2023-06/30/20	0.00	593.76
101	106209	06/22/23	1798	MONTEREY ONE WATER	131	5222	05/01/2023-06/30/20	0.00	692.72
101	106209	06/22/23	1798	MONTEREY ONE WATER	503	5222	05/01/2023-06/30/20	0.00	3,395.52
TOTAL CHECK								0.00	5,077.84
101	106210	06/23/23	5621	ACCENT CLEAN & SWEE	504	5201	FY22/23 STREET SWEE	0.00	17,100.00
101	106211	06/23/23	7555	ADT SECURITY SERVIC	133	5201	FINANCE DEPT	0.00	312.09
101	106213	06/23/23	4488	ALTERNATOR STARTER	503	5227	UNIT 53	0.00	244.70
101	106214	06/23/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	2,776.95
101	106214	06/23/23	4965	ALVAREZ TECHNOLOGY	133	5201	HANDS ON SUPPORT	0.00	3,271.95
TOTAL CHECK								0.00	6,048.90
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	217.75
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5309	VOLUNTEER VESTS	0.00	90.65
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5309	VOLUNTEER VESTS	0.00	90.65
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5309	VOLUNTEER VESTS	0.00	90.65
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	109.24
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	201	5301	OFFICE SUPPLIES	0.00	162.76
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	58.17
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	68.94

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101	106215	06/23/23	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	54.61
TOTAL CHECK									943.42
101	106216	06/23/23	3905	AMERICAN LOCK & KEY	503	5223	LOCKS	0.00	59.00
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	53.84
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	54.90
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	54.90
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	14.15
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	158.11
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,518.63
101	106217	06/23/23	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,655.74
TOTAL CHECK									3,510.27
101	106218	06/23/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	129.05
101	106218	06/23/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	129.05
101	106218	06/23/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	129.05
TOTAL CHECK									387.15
101	106219	06/23/23	6154	AT&T	421	5212	REC	0.00	31.43
101	106219	06/23/23	6154	AT&T	133	5212	ADMIN	0.00	31.43
TOTAL CHECK									62.86
101	106220	06/23/23	8476	AT&T MOBILITY	301	5206	AT&T FIRSTNET DEPAR	0.00	1,744.79
101	106223	06/23/23	9953	BETHANY GHIGLIOTTO	01	4469	REFUND SYSTEM ERROR	0.00	216.30
101	106225	06/23/23	9949	BRADLEY PHOTOGRAPHI	130	5201	EDC ARTS DISTRICT	0.00	1,020.00
101	106226	06/23/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	30,222.50
101	106226	06/23/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	52,348.77
TOTAL CHECK									82,571.27
101	106227	06/23/23	4061	GREG PATTERSON	503	5223	YARD GATE WORK	0.00	1,278.71
101	106228	06/23/23	402	CA DEPT OF JUSTICE	301	5201	DOJ LIVESCAN	0.00	32.00
101	106229	06/23/23	3501	CALTRONICS BUSINESS	501	5225	COPYIES FROM THE KO	0.00	48.31
101	106229	06/23/23	3501	CALTRONICS BUSINESS	501	5225	COPYIES FROM THE KO	0.00	71.99
101	106229	06/23/23	3501	CALTRONICS BUSINESS	401	5225	COPYIES FROM THE KO	0.00	76.13
101	106229	06/23/23	3501	CALTRONICS BUSINESS	401	5225	COPYIES FROM THE KO	0.00	104.34
101	106229	06/23/23	3501	CALTRONICS BUSINESS	301	5225	COPYIES FROM THE KO	0.00	119.18
101	106229	06/23/23	3501	CALTRONICS BUSINESS	301	5225	COPYIES FROM THE KO	0.00	144.58
101	106229	06/23/23	3501	CALTRONICS BUSINESS	121	5225	COPIES FROM THE KON	0.00	185.55
101	106229	06/23/23	3501	CALTRONICS BUSINESS	121	5225	COPIES FROM THE KON	0.00	188.24
101	106229	06/23/23	3501	CALTRONICS BUSINESS	131	5225	COPYIES FROM THE KO	0.00	238.25
101	106229	06/23/23	3501	CALTRONICS BUSINESS	201	5225	COPYIES FROM THE KO	0.00	425.24
101	106229	06/23/23	3501	CALTRONICS BUSINESS	201	5225	COPYIES FROM THE KO	0.00	441.81
101	106229	06/23/23	3501	CALTRONICS BUSINESS	131	5225	COPYIES FROM THE KO	0.00	443.67
TOTAL CHECK									2,487.29
101	106230	06/23/23	7125	CCC SHERIFF	301	5215	LIDAR COURSE REGIST	0.00	101.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106230	06/23/23	7125	CCC SHERIFF	301	5215	RADAR COURSE REGIST	0.00	218.00
TOTAL CHECK								0.00	319.00
101	106232	06/23/23	2993	CENTRALSQUARE TECHN	131	5201	FINANCE SOFTWARE	0.00	4,296.93
101	106233	06/23/23	6309	COLANTUONO, HIGHSMI	111	5205	PG&E UUT LEGAL SERV	0.00	141.27
101	106235	06/23/23	9547	CROSSROADS SOFTWARE	301	5201	E-CITE SYSTEM	0.00	2,500.00
101	106236	06/23/23	3451	DE LAY & LAREDO	121	5205	LEGAL SERVICES	0.00	1,107.50
101	106237	06/23/23	904	ENGINEERED FIRE SYS	351	5201	PLAN REVIEW MAY 202	0.00	625.00
101	106238	06/23/23	926	EWING IRRIGATION PR	503	5223	TREE STAKE	0.00	116.36
101	106239	06/23/23	4173	FASTENAL	502	5223	WINDSHIELD FLUID	0.00	320.41
101	106240	06/23/23	952	FEDERAL EXPRESS COR	121	5261	NOTARY CERTIFICATGE	0.00	77.03
101	106241	06/23/23	7127	GACHINA LANDSCAPE M	503	5201	FY22/23 PARK MOWING	0.00	1,599.00
101	106242	06/23/23	7884	GARDAWORLD	131	5202	JUNE 2023	0.00	88.03
101	106242	06/23/23	7884	GARDAWORLD	131	5202	MAY 2023	0.00	38.96
TOTAL CHECK								0.00	126.99
101	106244	06/23/23	1105	GRANITE ROCK COMPAN	505	5309	ASPHALTIC CONCRETE	0.00	695.70
101	106246	06/23/23	4321	HOME DEPOT CREDIT S	501	5291	FINANCE CHARGE	0.00	14.77
101	106246	06/23/23	4321	HOME DEPOT CREDIT S	502	5309	SHELF	0.00	272.03
101	106246	06/23/23	4321	HOME DEPOT CREDIT S	503	5223	TOOLS	0.00	252.12
101	106246	06/23/23	4321	HOME DEPOT CREDIT S	505	5331	SHOVEL	0.00	98.19
TOTAL CHECK								0.00	637.11
101	106247	06/23/23	8993	HR & ASSOCIATES	225	5201	ATC PLANNING SERVIC	0.00	612.50
101	106249	06/23/23	7433	IPS GROUP, INC	301	5224	IPS METER MAINTENAN	0.00	1,483.91
101	106252	06/23/23	9954	KEVIN IRELAND	01	4469	REFUND SYSTEM ERROR	0.00	432.60
101	106253	06/23/23	1416	KIDWELL'S INC.	503	5223	BENCHES	0.00	89.19
101	106254	06/23/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	68.84
101	106255	06/23/23	9952	LAURA KENDALL	01	4463	REFUND PGUSD ELOP	0.00	1,804.00
101	106256	06/23/23	8999	INTERNATIONAL BUSIN	301	5215	USER TRAINING	0.00	398.00
101	106257	06/23/23	4534	HOMETEK	503	5223	MEMORIAL BENCH INSP	0.00	495.00
101	106258	06/23/23	8647	MAIN STREET SIGNS	505	5331	STREET NAME SIGN	0.00	94.38
101	106263	06/23/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	84.97

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FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK	NO	ISSUE	DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	84.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	84.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	78.36
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	78.36
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	78.36
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	78.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	78.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	78.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	80.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	80.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	80.97
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	84.57
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	84.57
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	84.57
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	14.20
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	14.50
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	14.50
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	14.50
101		106263	06/23/23	1694			MISSION UNIFORM	SER 502	5309	LINEN & UNIFORM CLE	0.00	14.50
101		106263	06/23/23	1694			MISSION UNIFORM	SER 503	5309	LINEN & UNIFORM CLE	0.00	14.50
101		106263	06/23/23	1694			MISSION UNIFORM	SER 505	5309	LINEN & UNIFORM CLE	0.00	14.50
TOTAL CHECK											0.00	1,438.32
101		106264	06/23/23	3443			MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101		106264	06/23/23	3443			MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
TOTAL CHECK											0.00	270.00
101		106265	06/23/23	1735			MONTEREY CO. BUSINE	101	5261	PARTNER MEMBERSHIP	0.00	500.00
101		106266	06/23/23	1775			MONTEREY FIRE EXTIN	301	5223	FIRE EXTINGUISHER	0.00	721.58
101		106266	06/23/23	1775			MONTEREY FIRE EXTIN	401	5223	FIRE EXTINGUISHER	0.00	149.00
TOTAL CHECK											0.00	870.58
101		106268	06/23/23	1801			MONTEREY TIRE SERVI	503	5227	UNIT 51	0.00	346.59
101		106269	06/23/23	9369			ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,822.17
101		106269	06/23/23	9369			ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,830.69
101		106269	06/23/23	9369			ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,877.95
101		106269	06/23/23	9369			ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,894.22
TOTAL CHECK											0.00	7,425.03
101		106270	06/23/23	1958			ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	12.66
101		106270	06/23/23	1958			ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	19.44
101		106270	06/23/23	1958			ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	21.84

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101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	174.38
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	401	5301	OFFICE SUPPLIES	0.00	75.16
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	59.71
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	73.07
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	131	5301	CR OFFICE SUPPLIES	0.00	-89.74
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	401	5301	CREDIT MEMO	0.00	-35.19
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	25.12
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	29.49
101	106270	06/23/23	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	55.62
TOTAL CHECK								0.00	421.56
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	WASH RACK	0.00	39.29
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 53	0.00	17.99
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	G1	0.00	122.40
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	91.51
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	GEM CART	0.00	274.63
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5322	B&G FLOOR SCRUBER	0.00	196.65
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 53	0.00	-17.99
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	-91.51
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	G1	0.00	-122.40
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5322	B&G FLOOR SCRUBER	0.00	-196.65
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	GEM CART	0.00	-274.63
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	UNIT 12	0.00	-1,748.00
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	WASH RACK	0.00	-39.29
101	106272	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	UNIT 12	0.00	1,748.00
TOTAL CHECK								0.00	0.00
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	-270.67
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	01	4469	REFUND SYSTEM ERROR	0.00	-216.30
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	01	4469	REFUND SYSTEM ERROR	0.00	216.30
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
TOTAL CHECK								0.00	0.00
101	106275	06/23/23	2028	PACIFIC GROVE CHAMB	101	5215	PGCC 2023 LUNCHEON	0.00	400.00
101	106277	06/23/23	2062	PACIFIC WEST WATER	201	5301	WATER SERVICE	0.00	42.85
101	106277	06/23/23	2062	PACIFIC WEST WATER	131	5301	WATER SERVICE	0.00	42.85
TOTAL CHECK								0.00	85.70
101	106278	06/23/23	9950	PARK PLANET	503	5201	WOOD FIBER	0.00	3,035.80
101	106280	06/23/23	2139	P.F. PETTIBONE & CO	101	5301	MINUTES ORD BOOKS	0.00	303.95
101	106281	06/23/23	2219	PURE WATER	501	5309	WATER SERVICE	0.00	22.55
101	106281	06/23/23	2219	PURE WATER	502	5309	WATER SERVICE	0.00	22.55
101	106281	06/23/23	2219	PURE WATER	503	5309	WATER SERVICE	0.00	22.55
101	106281	06/23/23	2219	PURE WATER	505	5309	WATER SERVICE	0.00	22.55
TOTAL CHECK								0.00	90.20
101	106282	06/23/23	4440	QUINN RENTAL SERVIC	503	5223	KNUCKLEBOOM RENTAL	0.00	1,368.64
101	106282	06/23/23	4440	QUINN RENTAL SERVIC	503	5223	KNUCKLEBOOM RENTAL	0.00	1,505.14
TOTAL CHECK								0.00	2,873.78

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FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		106283	06/23/23	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	287.65
101		106284	06/23/23	9957	RHONDA FREITAG	01	4468	REFUND REQUEST	0.00	78.00
101		106285	06/23/23	9955	SAMANTHA JONES	01	4469	REFUND SYSTEM ERROR	0.00	432.60
101		106286	06/23/23	9951	SANDRA JONES	01	4463	REFUND DELAY	0.00	376.00
101		106287	06/23/23	7427	SANDRA KANDELL	121	5215	MILEAGE REIMBURSMEN	0.00	24.37
101		106289	06/23/23	7441	SLAKEY BROTHERS INC	411	5223	REPAIR PARTS	0.00	575.38
101		106290	06/23/23	2541	SPCA OF MONTEREY CO	301	5201	ANIMAL SHELTER SERV	0.00	875.00
101		106291	06/23/23	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	608.45
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	21.50
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	24.57
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	31.21
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	31.21
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	37.34
101		106292	06/23/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES (YE	0.00	42.77
		TOTAL CHECK							0.00	188.60
101		106293	06/23/23	1768	STURDY OIL COMPANY	505	5311	STRT	0.00	466.35
101		106293	06/23/23	1768	STURDY OIL COMPANY	503	5311	B&G	0.00	932.70
101		106293	06/23/23	1768	STURDY OIL COMPANY	01	111	01-111	0.00	2,899.40
101		106293	06/23/23	1768	STURDY OIL COMPANY	301	5311	PD	0.00	1,902.53
		TOTAL CHECK							0.00	6,200.98
101		106294	06/23/23	2606	SUMMIT UNIFORMS	301	5275	UNIFORM/EQUIP BECK	0.00	2,311.09
101		106295	06/23/23	2635	TAMC	505	5201	FY23/24 CONTRIBUTIO	0.00	5,029.00
101		106296	06/23/23	4650	TORO PETROLEUM CORP	351	5311	FIRE DEPT 600 PINE	0.00	1,476.83
101		106297	06/23/23	8379	TRANSUNION RISK AND	301	5201	4170041/TLO	0.00	75.00
101		106298	06/23/23	9873	TRIEPEI SMITH & ASS	121	5601	PIO/SOCIAL MEDIA SE	0.00	812.50
101		106298	06/23/23	9873	TRIEPEI SMITH & ASS	121	5601	PIO/SOCIAL MEDIA SE	0.00	822.50
101		106298	06/23/23	9873	TRIEPEI SMITH & ASS	121	5601	PIO/SOCIAL MEDIA SE	0.00	4,750.00
		TOTAL CHECK							0.00	6,385.00
101		106299	06/23/23	2800	ROXANE VIRAY	301	5123	JULY MEDICAL BENEFIT	0.00	150.00
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	117.65
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	75.07
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	74.06
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	71.03
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	-74.06
101		106300	06/23/23	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7	0.00	464.02

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	727.77
101	106301	06/23/23	9305	WATSONVILLE FORD	301	5227	UNIT 1	0.00	130.69
101	106302	06/23/23	9824	WHITE CAP SUPPLY HO	505	5309	STREET PATCHING	0.00	90.85
101	106303	06/23/23	9716	BRIAN WHITSON	503	5223	SUPPLEMENTAL CLEANI	0.00	345.00
101	106304	06/23/23	9696	ABOUT TIME CLOCK SH	503	5224	CLOCK TOWER REPAIR	0.00	8,800.00
101	106307	06/23/23	4943	US BANK	501	5291	GHO JUNE 2023 CC	0.00	39.07
101	106307	06/23/23	4943	US BANK	401	5215	GODWIN JUNE 2023 CC	0.00	56.28
101	106307	06/23/23	4943	US BANK	201	5211	WYATT JUNE 2023 CC	0.00	63.00
101	106307	06/23/23	4943	US BANK	133	5224	KHASIMI JUNE 2023 C	0.00	74.72
101	106307	06/23/23	4943	US BANK	131	5303	HANNAH JUNE 2023 CC	0.00	78.73
101	106307	06/23/23	4943	US BANK	501	5261	GHO JUNE 2023 CC	0.00	100.49
101	106307	06/23/23	4943	US BANK	301	5291	HOFFMAN JUNE 2023 C	0.00	101.83
101	106307	06/23/23	4943	US BANK	201	5303	WYATT JUNE 2023 CC	0.00	103.45
101	106307	06/23/23	4943	US BANK	401	5306	GODWIN JUNE 2023 CC	0.00	105.35
101	106307	06/23/23	4943	US BANK	421	5221	CLARK JUNE 2023 CC	0.00	119.99
101	106307	06/23/23	4943	US BANK	421	5361	CLARK JUNE 2023 CC	0.00	156.83
101	106307	06/23/23	4943	US BANK	401	5301	GODWIN JUNE 2023 CC	0.00	215.72
101	106307	06/23/23	4943	US BANK	121	5236	GODWIN JUNE 2023 CC	0.00	224.61
101	106307	06/23/23	4943	US BANK	133	5261	KHASIMI JUNE 2023 C	0.00	239.88
101	106307	06/23/23	4943	US BANK	201	5306	WYATT JUNE 2023 CC	0.00	262.10
101	106307	06/23/23	4943	US BANK	421	5309	CLARK JUNE 2023 CC	0.00	300.00
101	106307	06/23/23	4943	US BANK	133	5217	KHASIMI JUNE 2023 C	0.00	324.15
101	106307	06/23/23	4943	US BANK	201	5221	WYATT JUNE 2023 CC	0.00	402.36
101	106307	06/23/23	4943	US BANK	401	5303	WEIRICK JUNE 2023 C	0.00	502.87
101	106307	06/23/23	4943	US BANK	133	5207	KHASIMI JUNE 2023 C	0.00	503.50
101	106307	06/23/23	4943	US BANK	133	5307	KHASIMI JUNE 2023 C	0.00	1,930.62
101	106307	06/23/23	4943	US BANK	301	5215	PD TRAVEL JUNE 23 C	0.00	3,033.42
101	106307	06/23/23	4943	US BANK	133	5212	KHASIMI JUNE 2023 C	0.00	610.77
101	106307	06/23/23	4943	US BANK	121	5215	HARVEY JUNE 2023 CC	0.00	890.16
101	106307	06/23/23	4943	US BANK	201	5215	WYATT JUNE 2023 CC	0.00	989.30
101	106307	06/23/23	4943	US BANK	301	5291	PD TRAVEL JUNE 23 C	0.00	1,104.10
101	106307	06/23/23	4943	US BANK	121	5261	HARVEY JUNE 2023 CC	0.00	1,200.00
101	106307	06/23/23	4943	US BANK	501	5215	GHO JUNE 2023 CC	0.00	1,261.97
101	106307	06/23/23	4943	US BANK	301	5215	MADALONE JUNE 2023	0.00	1,273.38
101	106307	06/23/23	4943	US BANK	401	5211	GODWIN JUNE 2023 CC	0.00	5.85
101	106307	06/23/23	4943	US BANK	133	5306	KHASIMI JUNE 2023 C	0.00	14.99
101	106307	06/23/23	4943	US BANK	421	5301	CLARK JUNE 2023 CC	0.00	17.47
101	106307	06/23/23	4943	US BANK	131	5291	LATE FEE	0.00	19.10
101	106307	06/23/23	4943	US BANK	301	5215	SANTOS JUNE 2023 C	0.00	32.15
101	106307	06/23/23	4943	US BANK	121	5261	LIVIAN JUNE 2023 CC	0.00	2.99
101	106307	06/23/23	4943	US BANK	133	5229	KHASIMI JUNE 2023 C	0.00	4.77
TOTAL CHECK								0.00	16,365.97
101	106309	06/23/23	6154	AT&T	133	5206	LH INTERNET	0.00	96.30
101	106310	06/23/23	5363	AT&T CALNET 3	133	5206	LIB INTERNET	0.00	188.72
101	106310	06/23/23	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	24.29

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106310	06/23/23	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	1,887.74
TOTAL CHECK								0.00	2,100.75
101	106311	06/23/23	9125	COMMUNITY PLANNING	201	5209	SB2 PLANNING GRANT	0.00	15,745.00
101	106312	06/23/23	8848	BRYCE CONSULTING IN	121	5236	COMP SALARY SURVEY	0.00	1,520.00
101	106312	06/23/23	8848	BRYCE CONSULTING IN	121	5236	COMP SALARY SURVEY	0.00	1,615.00
TOTAL CHECK								0.00	3,135.00
101	106313	06/23/23	402	CA DEPT OF JUSTICE	121	5201	CRIMINAL BACKGROUND	0.00	352.00
101	106313	06/23/23	402	CA DEPT OF JUSTICE	121	5201	CRIMINAL BACKGROUND	0.00	448.00
TOTAL CHECK								0.00	800.00
101	106314	06/23/23	5171	COMCAST	133	5206	CH INT JUNE 23	0.00	153.23
101	106314	06/23/23	5171	COMCAST	133	5206	CH TV JUNE 23	0.00	14.10
TOTAL CHECK								0.00	167.33
101	106315	06/23/23	649	CPS HR CONSULTING	121	5201	RECRUITMENT TESTING	0.00	1,259.25
101	106316	06/23/23	9652	ELISABETH CAUSOR	421	5361	REC PROGRAM SUPPLIE	0.00	50.71
101	106317	06/23/23	960	FERGUSON ENTERPRISE	505	5309	18TH & SPRUCE	0.00	6,372.97
101	106318	06/23/23	8450	GREEN FIELDS FALCON	501	5201	GULL ABATEMENT SERV	0.00	6,975.00
101	106318	06/23/23	8450	GREEN FIELDS FALCON	501	5201	GULL ABATEMENT SERV	0.00	17,577.00
TOTAL CHECK								0.00	24,552.00
101	106320	06/23/23	1523	LIEBERT CASSIDY WHI	121	5261	MEMBERSHIP	0.00	2,365.00
101	106320	06/23/23	1523	LIEBERT CASSIDY WHI	121	5291	LATE FEE	0.00	100.00
TOTAL CHECK								0.00	2,465.00
101	106321	06/23/23	5383	LOZANO SMITH	121	5205	LEGAL SERVICES	0.00	1,355.44
101	106321	06/23/23	5383	LOZANO SMITH	121	5205	LEGAL SERVICES	0.00	3,050.84
TOTAL CHECK								0.00	4,406.28
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	UNIT 12	0.00	1,748.00
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	505	5227	G1	0.00	122.40
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	503	5322	B&G FLOOR SCRUBBER	0.00	196.65
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	91.51
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	502	5309	WASH RACK	0.00	39.29
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	UNIT 53	0.00	17.99
101	106322	06/23/23	9576	O'REILLY AUTO ENTER	503	5227	GEM CART	0.00	274.63
TOTAL CHECK								0.00	2,490.47
101	106323	06/23/23	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
101	106325	06/23/23	3828	SAME DAY SHRED	121	5291	CONFIDENTIAL SHRED	0.00	45.00
101	106326	06/23/23	7441	SLAKEY BROTHERS INC	503	5223	REPAIR PARTS	0.00	817.19
101	106327	06/23/23	9956	TARA TICE	421	4469	REFUND SYSTEM ERROR	0.00	216.30

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106328	06/30/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	724.97
101	106328	06/30/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,684.39
TOTAL CHECK									2,409.36
101	106329	06/30/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,135.79
101	106329	06/30/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	100.00
TOTAL CHECK									2,235.79
101	106330	06/30/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,189.24
101	106330	06/30/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	16,120.24
101	106330	06/30/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	42,903.93
TOTAL CHECK									70,213.41
101	106331	06/30/23	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	106332	06/30/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	315.00
101	106332	06/30/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,407.57
TOTAL CHECK									12,722.57
101	106333	06/30/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	106334	06/30/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	321.02
101	106334	06/30/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,100.16
101	106334	06/30/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,119.16
101	106334	06/30/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,450.32
101	106334	06/30/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	28.30
TOTAL CHECK									11,018.96
101	106335	06/30/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	106336	06/30/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	130.06
101	106337	06/30/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	334.43
101	106337	06/30/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	570.91
101	106337	06/30/23	2133	PERS	01	202	DED:2000 PERS EMPLOY	0.00	1,179.00
101	106337	06/30/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	829.46
101	106337	06/30/23	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	106337	06/30/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	7,352.28
101	106337	06/30/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,785.90
101	106337	06/30/23	2133	PERS	01	202	DED:01 PERS	0.00	8,932.09
101	106337	06/30/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	9,080.80
101	106337	06/30/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,151.09
101	106337	06/30/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,240.19
101	106337	06/30/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	4,532.87
101	106337	06/30/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,670.87
101	106337	06/30/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	80.91
101	106337	06/30/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	91.87
101	106337	06/30/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
TOTAL CHECK									68,709.74
101	106338	06/30/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	600.12

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106339	06/30/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	2,623.64
101	106340	06/30/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,400.70
101	V6092023	06/09/23	8974	ALENA RACHELLE WAGR	421	5208	4/18-5/23 BALLET/TA	0.00	1,091.49
101	V6092024	06/09/23	7708	BENJAMIN JENNINGS H	121	5428	CELL PHN REIMB MARC	0.00	128.25
101	V6092024	06/09/23	7708	BENJAMIN JENNINGS H	121	5428	CELL PHN REIMB APRI	0.00	129.01
101	V6092024	06/09/23	7708	BENJAMIN JENNINGS H	121	5428	CELL PHN REIMB MAY	0.00	129.01
TOTAL CHECK								0.00	386.27
101	V6092025	06/09/23	9196	DIANNE LYLE	421	5208	CONTRACTOR PAYMENT	0.00	910.00
101	V6092026	06/09/23	2987	HARRIS & ASSOCIATES	201	5202	TEMPORARY JUNIOR PL	0.00	9,625.00
101	V6092026	06/09/23	2987	HARRIS & ASSOCIATES	201	5202	TEMPORARY JUNIOR PL	0.00	10,182.50
101	V6092026	06/09/23	2987	HARRIS & ASSOCIATES	201	5202	CONTRACT PLANNING S	0.00	50,281.25
TOTAL CHECK								0.00	70,088.75
TOTAL CASH ACCOUNT								0.00	1,719,656.78
TOTAL FUND								0.00	1,719,656.78

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FUND - 09 - DOWNTOWN BUSINESS DISTRIC

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
101	106160	06/09/23	2028	PACIFIC GROVE CHAMB	103	5201	BID DEC 2022-MAY 20	0.00	9,797.31
TOTAL CASH ACCOUNT							0.00	9,797.31	
TOTAL FUND							0.00	9,797.31	

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FUND - 10 - HOSPITALITY IMPRVMT DIST.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106147	06/09/23	1788	MONTEREY COUNTY CON	104	5201	HID COLLECTED JAN-M	0.00	45,866.15
101	106160	06/09/23	2028	PACIFIC GROVE CHAMB	104	5201	HID JAN-MAR 2023	0.00	45,866.15
TOTAL CASH ACCOUNT								0.00	91,732.30
TOTAL FUND								0.00	91,732.30

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FUND - 11 - LIBRARY BOOK FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106104	06/05/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	243.71
101	106104	06/05/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	787.84
101	106104	06/05/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	1,480.59
101	106104	06/05/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	1,231.44
TOTAL CHECK								0.00	3,743.58
101	106148	06/09/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	141.99
101	106148	06/09/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	49.15
101	106148	06/09/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	38.23
101	106148	06/09/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	34.95
TOTAL CHECK								0.00	264.32
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	9.23
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	14.76
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	77.37
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	174.68
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	217.17
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	313.83
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	1,199.50
101	106221	06/23/23	213	BAKER & TAYLOR COMP	403	5303	BOOKS & PRINTED MAT	0.00	1,756.52
TOTAL CHECK								0.00	3,763.06
101	106231	06/23/23	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATS	0.00	113.58
101	106260	06/23/23	3304	MIDWEST TAPE	403	5303	BOOKS & MATS	0.00	49.15
101	106273	06/23/23	5567	OVERDRIVE, INC.	403	5303	BOOKS & MATS	0.00	5.98
101	106307	06/23/23	4943	US BANK	403	5303	WEIRICK JUNE 2023 C	0.00	1,422.56
101	106307	06/23/23	4943	US BANK	403	5303	GODWIN JUNE 2023 CC	0.00	22.93
TOTAL CHECK								0.00	1,445.49
TOTAL CASH ACCOUNT								0.00	9,385.16
TOTAL FUND								0.00	9,385.16

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FUND - 12 - FIRE EMERG EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106224	06/23/23	3400	BOUND TREE MEDICAL,	355	5309	SUPPLIES	0.00	65.92
TOTAL CASH ACCOUNT								0.00	65.92
TOTAL FUND								0.00	65.92

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FUND - 14 - CIVIC CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106209	06/22/23	1798	MONTEREY ONE WATER	704	5207	05/01/2023-06/30/20	0.00	395.84
TOTAL CASH ACCOUNT								0.00	395.84
TOTAL FUND								0.00	395.84

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FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106207	06/20/23	2133	PERS	204	5145	MAY 2023 UAL	0.00	916.67
101	106271	06/23/23	3662	OLD REPUBLIC TITLE	202	5421	1223 SHAFTER AVE.	0.00	5,588.16
101	106271 V	06/23/23	3662	OLD REPUBLIC TITLE	202	5421	1223 SHAFTER AVE.	0.00	-5,588.16
TOTAL CHECK								0.00	0.00
101	106319 V	06/23/23	6253	GREEN VALLEY LANDSC	202	5421	1223 SHAFTER AVE.	0.00	-5,588.16
101	106319	06/23/23	6253	GREEN VALLEY LANDSC	202	5421	1223 SHAFTER AVE.	0.00	5,588.16
TOTAL CHECK								0.00	0.00
TOTAL CASH ACCOUNT								0.00	916.67
TOTAL FUND								0.00	916.67

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FUND - 17 - LOCAL STREETS AND ROADS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
101	106245	06/23/23	3378	DON CHAPIN CO., INC	522	6041	CIP 23-04	0.00	1,400.00
TOTAL CASH ACCOUNT								0.00	1,400.00
TOTAL FUND								0.00	1,400.00

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FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106111	06/08/23	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	256.13
101	106119	06/09/23	8701	BEAR ELECTRICAL SOL	508	5331	TRAFFIC SIGNAL MAIN	0.00	250.00
101	106119	06/09/23	8701	BEAR ELECTRICAL SOL	508	5331	TRAFFIC SIGNAL MAIN	0.00	250.00
101	106119	06/09/23	8701	BEAR ELECTRICAL SOL	508	5331	TRAFFIC SIGNAL MAIN	0.00	1,053.00
TOTAL CHECK									1,553.00
101	106129	06/09/23	3566	DAVE'S REPAIR SERVI	508	5276	GAS PUMP REPAIRS	0.00	2,300.00
101	106129	06/09/23	3566	DAVE'S REPAIR SERVI	508	5276	GAS PUMP REPAIRS	0.00	724.11
101	106129	06/09/23	3566	DAVE'S REPAIR SERVI	508	5276	GAS PUMP REPAIRS	0.00	271.27
TOTAL CHECK									3,295.38
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	508	5222	PW 4/18-5/16 4482-4	0.00	7,276.69
101	106163	06/09/23	4386	PACIFIC PRODUCTS &	508	5331	R1-1 STOP SIGNS	0.00	1,179.08
101	106172	06/09/23	4222	TRITON CONSTRUCTION	508	5276	DESIGNATED OPERATOR	0.00	1,300.00
101	106207	06/20/23	2133	PERS	508	5145	MAY 2023 UAL	0.00	1,833.33
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	32.47
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	39.38
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	0.67
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	16.56
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	15.58
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	12.39
TOTAL CHECK									117.05
101	106276	06/23/23	4386	PACIFIC PRODUCTS &	508	6041	CITY STREET SIGN UP	0.00	573.56
101	106276	06/23/23	4386	PACIFIC PRODUCTS &	508	6041	CITY STREET SIGN UP	0.00	3,747.28
101	106276	06/23/23	4386	PACIFIC PRODUCTS &	508	6041	CITY STREET SIGN UP	0.00	4,083.64
TOTAL CHECK									8,404.48
101	106293	06/23/23	1768	STURDY OIL COMPANY	508	5311	STRT	0.00	466.35
101	106323	06/23/23	2024	PACIFIC GAS & ELECT	508	5222	PW	0.00	7,227.21
TOTAL CASH ACCOUNT									32,908.70
TOTAL FUND									32,908.70

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FUND - 24 - STILLWELL CHILDREN'S POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106212	06/23/23	79	ROBERT BLADE	425	5309	POOL REPAIRS	0.00	3,048.03
101	106217	06/23/23	106	AMERICAN SUPPLY COM	425	5309	POOL SUPPLIES	0.00	447.93
101	106307	06/23/23	4943	US BANK	425	5309	GHO JUNE 2023 CC	0.00	513.40
TOTAL CASH ACCOUNT								0.00	4,009.36
TOTAL FUND								0.00	4,009.36

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FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106111	06/08/23	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	120.03
101	106117	06/09/23	5363	AT&T CALNET 3	413	5212	LH 9391063247	0.00	24.29
101	106162	06/09/23	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	27.25
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	20.62
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	4.27
TOTAL CHECK								0.00	24.89
101	106209	06/22/23	1798	MONTEREY ONE WATER	413	5222	05/01/2023-06/30/20	0.00	98.96
101	106288	06/23/23	2485	SIGN WORKS	413	5309	ADMISSIONS SIGN	0.00	293.63
TOTAL CASH ACCOUNT								0.00	589.05
TOTAL FUND								0.00	589.05

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FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106209	06/22/23	1798	MONTEREY ONE WATER	405	5291	05/01/2023-06/30/20	0.00	142.14
TOTAL CASH ACCOUNT								0.00	142.14
TOTAL FUND								0.00	142.14

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FUND - 41 - YOUNT INCOME FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106207	06/20/23	2133	PERS	510	5145	MAY 2023 UAL	0.00	166.67
TOTAL CASH ACCOUNT								0.00	166.67
TOTAL FUND								0.00	166.67

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FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106308	06/23/23	4943	US BANK	304	5275	PD TRAVEL JUNE 23 C	0.00	750.02
101	V6232024	06/23/23	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,135.37
TOTAL CASH ACCOUNT								0.00	2,885.39
TOTAL FUND								0.00	2,885.39

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FUND - 46 - STRONG DISBURSEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106107	06/05/23	1786	MONTEREY PENINSULA	461	6021	DEL MONTE BLVD STOR	0.00	75,524.00
TOTAL CASH ACCOUNT								0.00	75,524.00
TOTAL FUND								0.00	75,524.00

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FUND - 63 - CAPITAL IMPROV PROJ FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
101	106107	06/05/23	1786	MONTEREY PENINSULA	631	6054	DEL MONTE BLVD STOR	0.00	12,607.25	
101	106107	06/05/23	1786	MONTEREY PENINSULA	631	6054	DEL MONTE BLVD STOR	0.00	31,662.75	
TOTAL CHECK								0.00	44,270.00	
101	106108	06/05/23	1896	NEILL ENGINEERS COR	631	6054	CIP 22-12	0.00	2,442.00	
101	106115	06/09/23	8330	AMAZON CAPITAL SERV	631	6021	TRC 21-02	0.00	386.68	
101	106115	06/09/23	8330	AMAZON CAPITAL SERV	631	6021	TRC 21-02	0.00	869.44	
TOTAL CHECK								0.00	1,256.12	
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	631	6021	TRC 21-02	0.00	302.31	
101	106215	06/23/23	8330	AMAZON CAPITAL SERV	631	6021	TRC 21-02	0.00	292.65	
TOTAL CHECK								0.00	594.96	
101	106250	06/23/23	9553	JACOB CONSTRUCTION	631	6021	BUILDING/WAREHOUSE	0.00	46,048.97	
101	106250	06/23/23	9553	JACOB CONSTRUCTION	631	6021	PW ELECTRICAL INFRA	0.00	56,866.50	
TOTAL CHECK								0.00	102,915.47	
101	106305	06/23/23	9325	ZANDER DESIGN	631	6031	POINT PINOS CONSTRU	0.00	2,565.40	
101	106307	06/23/23	4943	US BANK	631	6021	GHO JUNE 2023 CC	0.00	1,520.46	
TOTAL CASH ACCOUNT								0.00	155,564.41	
TOTAL FUND								0.00	155,564.41	

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FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106110	06/08/23	1	CALPERS HEALTH	703	5123	RETIREEES & CHANGES	0.00	8,441.10
101	106178	06/12/23	8211	STANDARD INSURANCE	703	5123	JUNE 2023 PREMIUMS	0.00	1,338.75
101	106179	06/12/23	9360	STANDARD INSURANCE	703	5234	MAY 2023	0.00	5,617.92
101	106180	06/12/23	632	VISION SERVICE PLAN	703	5123	JUNE 2023	0.00	110.97
101	V6232023	06/23/23	9163	CLAREMONT BEHAVIORA	703	5123	EAP PROGRAM	0.00	648.15
TOTAL CASH ACCOUNT								0.00	16,156.89
TOTAL FUND								0.00	16,156.89

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FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106121	06/09/23	7268	CALIFORNIA JPIA	701	5231	WORKERS COMP PROGRA	0.00	271,972.00
101	106207	06/20/23	2133	PERS	701	5145	MAY 2023 UAL	0.00	666.67
101	106251	06/23/23	8527	JOYCE HALABI	701	5291	FOOD FOR TRAINING	0.00	34.83
101	106259	06/23/23	3882	MICHAEL ALIOTTI	701	5291	FOOD FOR TRAINING	0.00	31.95
TOTAL CASH ACCOUNT								0.00	272,705.45
TOTAL FUND								0.00	272,705.45

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FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106121	06/09/23	7268	CALIFORNIA JPIA	702	5231	LIABILITY PROGRAM	0.00	279,004.00
101	106121	06/09/23	7268	CALIFORNIA JPIA	702	5231	RISK PROPERTY INSUR	0.00	182,322.00
TOTAL CHECK								0.00	461,326.00
101	106207	06/20/23	2133	PERS	702	5145	MAY 2023 UAL	0.00	500.00
101	106234	06/23/23	9636	COMPUTERSHARE CORPO	702	5132	PERS POB PAYMENT	0.00	2,500.00
TOTAL CASH ACCOUNT								0.00	464,326.00
TOTAL FUND								0.00	464,326.00

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FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106109	06/05/23	7716	PERC WATER CORPORAT	741	5201	FY22/23 LWP O&M	0.00	48,363.00
101	106111	06/08/23	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	961.64
101	106126	06/09/23	9920	COMERCIAL PUMP SERV	741	5224	LWP FAN REPLACEMENT	0.00	11,669.39
101	106126	06/09/23	9920	COMERCIAL PUMP SERV	741	5224	LWP FAN REPLACEMENT	0.00	12,815.61
TOTAL CHECK								0.00	24,485.00
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	741	5222	LWP 5/01-5/30 0729-	0.00	8,106.27
101	106173	06/09/23	8009	TROJAN TECHNOLOGIES	741	5201	LWP UV SENSOR	0.00	959.62
101	106209	06/22/23	1798	MONTEREY ONE WATER	741	5222	05/01/2023-06/30/20	0.00	12,613.24
101	106279	06/23/23	7716	PERC WATER CORPORAT	741	5201	FY22/23 LWP O&M	0.00	29,446.08
TOTAL CASH ACCOUNT								0.00	124,934.85
TOTAL FUND								0.00	124,934.85

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FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106106	06/05/23	9944	DEBORAH ROBINSON	601	5502	SITE 9-15-AA-IV WES	0.00	787.85
101	106111	06/08/23	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	20.49
101	106111	06/08/23	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	229.45
TOTAL CHECK								0.00	249.94
101	106141	06/09/23	1199	HAYWARD LUMBER COMP	601	5309	MORTAR MIX	0.00	86.70
101	106145	06/09/23	8118	LLORIN-VELASQUEZ CO	601	5201	CEMETERY MARKER TRI	0.00	2,650.00
101	106207	06/20/23	2133	PERS	601	5145	MAY 2023 UAL	0.00	1,333.33
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	52.99
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	18.39
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	20.35
TOTAL CHECK								0.00	91.73
101	106248	06/23/23	9958	INGRID FOERSTER	75	4481	REFUND OVERPAYMENT	0.00	251.58
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.20
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	84.97
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	84.57
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	80.97
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.97
101	106263	06/23/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.36
TOTAL CHECK								0.00	479.44
101	106293	06/23/23	1768	STURDY OIL COMPANY	601	5311	CEM	0.00	179.52
TOTAL CASH ACCOUNT								0.00	6,110.09
TOTAL FUND								0.00	6,110.09

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FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106111	06/08/23	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	97.83
101	106111	06/08/23	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	40.98
101	106111	06/08/23	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	40.11
TOTAL CHECK									178.92
101	106115	06/09/23	8330	AMAZON CAPITAL SERV	611	5275	VOLUNTEER PROGRAM	0.00	21.83
101	106115	06/09/23	8330	AMAZON CAPITAL SERV	611	5275	SAFETY SIGNAGE	0.00	52.41
TOTAL CHECK									74.24
101	106133	06/09/23	960	FERGUSON ENTERPRISE	611	5309	SEWER PIPE	0.00	3,143.73
101	106133	06/09/23	960	FERGUSON ENTERPRISE	611	5309		0.00	1,774.86
TOTAL CHECK									4,918.59
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	923.41
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,977.19
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	4,042.46
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	4,254.32
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	4,558.20
101	106139	06/09/23	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	4,728.88
TOTAL CHECK									22,484.46
101	106151	06/09/23	9292	MONTEREY ONE WATER	611	5201	INDUSTRIAL PERMIT F	0.00	1,865.00
101	106151	06/09/23	9292	MONTEREY ONE WATER	611	5201	INDUSTRIAL PERMIT F	0.00	1,865.00
TOTAL CHECK									3,730.00
101	106157	06/09/23	9576	O'REILLY AUTO ENTER	611	5227	UNIT 44	0.00	30.58
101	106159	06/09/23	2024	PACIFIC GAS & ELECT	611	5222	PW 5/1-5/30 4175-4	0.00	37.32
101	106207	06/20/23	2133	PERS	611	5145	MAY 2023 UAL	0.00	10,416.67
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	71.97
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	42.36
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	43.20
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	44.75
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	45.54
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	38.88
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	121.49
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	125.69
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	141.21
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	106.41
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	343.98
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	113.65
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	184.13
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	306.63
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	16.25
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	4.81
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	8.47
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	6.01
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	20.74
TOTAL CHECK									1,786.17

SUPERION
DATE: 07/12/2023
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CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

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SELECTION CRITERIA: transact.ck_date between '20230601 00:00:00.000' and '20230630 00:00:00.000'
ACCOUNTING PERIOD: 1/24

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106219	06/23/23	6154	AT&T	611	5212	PW SEWER	0.00	31.43
101	106219	06/23/23	6154	AT&T	611	5212	PW SEWER	0.00	31.43
101	106219	06/23/23	6154	AT&T	611	5212	PW SEWER	0.00	31.43
101	106219	06/23/23	6154	AT&T	611	5212	PW SEWER	0.00	31.43
TOTAL CHECK								0.00	125.72
101	106222	06/23/23	7680	BAVCO	611	5291	TEST KIT CALIBRATIO	0.00	121.40
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.37
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.98
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	80.98
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	84.58
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	84.98
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.49
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.49
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
101	106263	06/23/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.19
TOTAL CHECK								0.00	479.44
101	106267	06/23/23	9292	MONTEREY ONE WATER	611	5201	FAT, OIL & GREASE I	0.00	29,048.41
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	-817.47
101	106274	06/23/23	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	817.47
TOTAL CHECK								0.00	0.00
101	106281	06/23/23	2219	PURE WATER	611	5309	WATER SERVICE	0.00	22.55
101	106293	06/23/23	1768	STURDY OIL COMPANY	611	5311	SEWER	0.00	373.19
101	106323	06/23/23	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	817.47
101	106324	06/23/23	6520	RINCON CONSULTANTS,	611	5201	CULTURAL RESOURCES	0.00	2,902.50
TOTAL CASH ACCOUNT								0.00	77,547.63
TOTAL FUND								0.00	77,547.63

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CITY OF PACIFIC GROVE
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ACCOUNTING PERIOD: 1/24

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106111	06/08/23	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	1,518.81
101	106111	06/08/23	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	97.84
101	106111	06/08/23	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTGOLF30	0.00	98.34
101	106111	06/08/23	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	79.53
TOTAL CHECK								0.00	1,794.52
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	74.24
101	106208	06/22/23	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	27.97
TOTAL CHECK								0.00	102.21
TOTAL CASH ACCOUNT								0.00	1,896.73
TOTAL FUND								0.00	1,896.73

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ACCOUNTING PERIOD: 1/24

FUND - 84 - AMERICAN RESCUE PLAN-ARPA

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	106107	06/05/23	1786	MONTEREY PENINSULA	841	6021	DEL MONTE BLVD STOR	0.00	132,351.00
101	106171	06/09/23	1758	THE MONTEREY COUNTY	841	6021	CIP 23-12	0.00	132.96
TOTAL CASH ACCOUNT								0.00	132,483.96
TOTAL FUND								0.00	132,483.96

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CITY OF PACIFIC GROVE
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ACCOUNTING PERIOD: 1/24

FUND - 92 - MCINDOO DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106171	06/09/23	1758 THE MONTEREY COUNTY	519	6031	PG MUNI BALL FIELD	0.00	142.19
TOTAL CASH ACCOUNT							0.00	142.19
TOTAL FUND							0.00	142.19

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CITY OF PACIFIC GROVE
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SELECTION CRITERIA: transact.ck_date between '20230601 00:00:00.000' and '20230630 00:00:00.000'
ACCOUNTING PERIOD: 1/24

FUND - 93 - K00 ESTATE DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	106136	06/09/23	9542	GHD INC	931	6031	LP PIER PROJECT - F	0.00	755.31
101	106243	06/23/23	9542	GHD INC	931	6031	LP PIER PROJECT - F	0.00	413.39
TOTAL CASH ACCOUNT								0.00	1,168.70
TOTAL FUND								0.00	1,168.70
TOTAL REPORT								0.00	3,202,612.19



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Audrey Cray, Finance & Risk Manager
MEETING DATE: July 19, 2023
SUBJECT: June 2023 Core Revenue Report.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

The City of Pacific Grove’s General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax, and Sales and Use Tax revenues. In the Fiscal Year 22/23 Amended Budget, these three revenue sources were estimated to generate \$21.2 million. These revenues account for approximately 70% of the General Fund's on-going revenues.

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

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

June 2023 Core Revenue Report

Core Revenue Report
Fiscal Year 2022/23 – June 2023

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

PROPERTY TAX

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

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY22/23	9,252,000	9,330,981	100.9%

TRANSIENT OCCUPANCY TAX (TOT)

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

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY22/23	6,387,000	5,980,376	93.6%

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

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

Lodging Period	2020/21	2021/22	2022/23	Net Difference
July	289,435	673,475	797,756	124,281
August	340,019	730,578	818,939	88,361
September	327,958	578,129	639,644	61,515
October	347,103	475,290	589,714	114,424
November	216,516	431,862	411,136	-20,726
December	90,066	378,655	371,160	-7,495
January	109,118	314,248	370,713	56,465
February	205,512	412,711	336,276	-76,434
March	334,004	476,041	446,634	-29,407
April	379,613	568,275	574,513	6,238
May	428,612	612,496	623,891	11,395
June	518,002	621,212	-	-
Total	3,585,958	6,272,972	5,980,376	328,616
<i>June 2023 revenues are anticipated to be received in late July.</i>				

SALES AND USE TAX

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

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

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

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY22/23	5,564,000	4,528,575	81.4%

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

Remittance Period	2020/21	2021/22	2022/23	Net Difference
July Advance	358,945	303,144	350,801	47,657
August Advance	427,105	507,200	364,694	-142,506
September True-up	243,269	287,224	475,273	188,049
October Advance	343,188	311,118	411,967	100,849
November Advance	333,869	324,181	424,467	100,286
December True-up	302,359	479,810	658,665	178,855
January Advance	281,830	260,937	368,119	107,182
February Advance	339,550	316,738	384,955	68,217
March True-up	239,864	471,617	621,062	149,445
April Advance	314,606	329,326	468,572	139,246
May Advance	395,212	436,035	-	-
June True-Up	481,058	513,452	-	-
Total	4,060,855	4,540,782	4,528,575	937,280
<i>May 2023 payments are anticipated to be received in late July as the State pays the city two months in arrears</i>				



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: July 19, 2023
SUBJECT: City Council Goals Quarterly Update
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

At the April 19, 2023 City Council [meeting](#), the City Council adopted its [Areas of Focus, Goals and Milestones for 2023-2025](#), including a workplan (attached to this agenda report) that details the anticipated delivery dates for the goal milestones by fiscal year quarter. To ensure progress and provide accountability, City staff pledged to provide updates on the progress in accomplishing the workplan on a quarterly basis. This agenda report is the first quarterly report-out of the effort.

Goal Milestones MET or PARTIALLY MET within the FY 22-23 4th Quarter:

- Recreation Services/Expand hours and services of the Youth Center/Submit comprehensive recreation plan to City Council for expanded service, activities and programs; receive Council input (MET).
- Recreation Services/Expand hours and services of the Youth Center/Recruit and onboard additional Seasonal FTE (current and expanded summer programming) (MET).
- Recreation Services/Expand or reinstate afterschool and recreational activities, including recreation and sports programs./Complete implementation of comprehensive recreation plan (that includes expanding hours, activities and services to the community). (PARTIALLY MET).

Goal Milestones NOT MET within the FY 22-23 4th Quarter:

- Environmental Stewardship/Review, update and implement George Washington Park Master Plan/Hire a consultant to conduct biological assessment of GWP in order to update and recommend implementation measures of the GWP master plan (see note below)*.

Goal Milestones PARTIALLY MET within the FY 23-24 1st Quarter (to date):

- Recreation Services/Expand hours and services of the Youth Center/Recruit and onboard additional FTE.
- Recreation Services/Expand hours and services of the Youth Center/Complete implementation of comprehensive recreation plan (that includes expanding hours, activities and services for the community)/

Goal Milestones not listed above, but scheduled for completion within the FY 23-24 1st Quarter, have been initiated by City staff. Status regarding these goal milestones will be provided within the next quarterly report.

*Note: A City Council agenda item will be forthcoming from Council Member Coletti at the August 2, 2023 City Council meeting. Through this agenda item and the corresponding discussion, it is anticipated that City Council direction will be provided to assist City staff in moving this Goal Milestone forward.

OPTIONS

Not applicable.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Community Goals & Work Plan 2023-25



COMMUNITY GOALS & WORK PLAN 2023-25

PRIORITY AREA: Recreation Services

POLICY VALUE STATEMENT: Pacific Grove offers robust and accessible recreational and cultural activities for all ages.

NEW	DOTS	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT
YES	4	NO	Expand hours and services of the Youth Center.	Submit comprehensive recreation plan to City Council for expanded services, activities and programs; receive Council input. (Plan components include: recruitment strategy, proposed budget including additional FT and Seasonal PT employee hours, expanded hours of operation for all recreational facilities including the Lighthouse. Plan will also explain the delta between 2019 service offerings to what is proposed). Recruit and onboard additional Seasonal PTE (current and expanded summer 2023 programming). Recruit and onboard additional FTE. Complete implementation of comprehensive recreation plan (that includes expanding hours, activities and services for the community). Same milestones as above.	Q4 FY22/23 Q4 FY22/23 Q1 FY23/24 Q1 FY23/24 Q4 FY22/23	Rec/PW/CMO/ASD Rec/PW/CMO Rec/PW/CMO Rec/PW/CMO/ASD
YES	7 (6 + 1)	NO	Expand or reinstate afterschool and recreational activities, including recreation and sports programs.			
YES	2	No	Evaluate fees for use/rental of City facilities (e.g. Chautauqua Hall, etc.) to incentivize more use by the community.	Assess facility/rental fees and submit new proposed fee schedule to the City Council for consideration. Implement new fee schedule.	Q1 FY23/24 Q1 FY23/24	ASD/Rec ASD/Rec

QUARTER	Fiscal year
Q1	July-Aug-Sept
Q2	Oct-Nov-Dec
Q3	Jan-Feb-March
Q4	April-May-June



COMMUNITY GOALS & WORK PLAN 2023-25

PRIORITY AREA: Infrastructure

POLICY VALUE STATEMENT: Pacific Grove prioritizes capital needs and maintains community assets

NEW	DOTS	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT
YES	3	NO	Enhance the process, prioritization, scheduling and completion of CIP projects.	Select consultant to recommend a new approach for Capital Improvement Program, including the development of asset management schedules, recommended funding and prioritization to address ongoing repair and replacement of City facilities, assets and infrastructure. Select a consultant to develop asset management schedules and recommended funding to address repair and replacement of City facilities, assets and infrastructure as part of defining a new approach to CIP process. Implement recommendations for the development and adoption of a new Capital Improvement Plan, effective July 1, 2024, including a new asset management program.	Q1 FY23/24 Q1 FY23/24	PW/ASD/CMO
				Retain the services of a qualified firm to assess the City's multi-modal transportation network, including all associated transportation policies and the proposed general plan transportation element, and to draft a Complete Streets Policy and safe routes to school map - specific to the needs of the Pacific Grove community.	Q3 FY23/24	PW/CDD
YES	5 (2+3)	NO	Complete Streets Policy: adopt a plan to implement the design of safe walking paths, sidewalks and bike lanes, including signage.	Develop and adopt a draft policy and safe routes to school map; shepherd through the Traffic Safety Commission for feedback and public review.	Q4 FY23/24	PW/CDD
				Incorporate policy elements for implementation as a part of subsequent CIP streets infrastructure improvements.	Q1 FY24/25	PW/CDD
				QUARTER	Fiscal year	
				Q1	July-Aug-Sept	
				Q2	Oct-Nov-Dec	
				Q3	Jan-Feb-March	
				Q4	April-May-June	



COMMUNITY GOALS & WORK PLAN 2023-25

PRIORITY AREA: Environmental Stewardship

POLICY VALUE STATEMENT: Pacific Grove implements environmentally sustainable practices that protect wildlife and the coastal community.

NEW	DOTS	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT
YES	4	NO	Initiate and Complete a Climate Action and Adaptation Plan.	Receive recommendations from City Climate Action and Adaptation Plan Subcommittee to authorize funds for a consultant; present to BNRC and then City Council for review and additional input. Present proposed Climate Action and Adaptation Plan to BNRC and then City Council for review and adoption.	Q1 FY23/24 Q3 FY23/24	PW/CDD PW/CDD
YES	2	NO	Initiate and complete a Citywide Tree Improvement and Management Plan (e.g., planting in public areas, sustainable tree maintenance and removal strategies, review and replacement of non-native plants and species, etc.).	Complete comprehensive Title 12 revisions; revisions focus on replanting compliance and tree appeal process; to be reviewed by the BNRC. Complete comprehensive Title 12 revisions; revisions focus on replanting compliance and tree appeal process; to be reviewed City Council. Plant and maintain (e.g., additional labor) 150 native trees on public property and public right-of-way.	Q1 FY23/24 Q2 FY23/24 Q4 FY23/24	PW PW PW
NO	4	NO	Protect Wildlife and Habitat.	Train CSOs in wildlife protection. Draft and issue RFQ for Local Coastal Program (LCP) amendments. Review and rank RFQ responses; make recommendation for City Council to award contract. Release a public draft of LCP amendments for review and City Council adoption; submit to California Coastal Commission for LCP Amendment. Hire a consultant to conduct biological assessment of GWP in order to update and recommend implementation measures of the GWP master plan.	Q1 FY23/24 Q4 FY22/23 Q1 FY23/24 Q4 FY23/24	PD/CMO CMO/CDD CDD/CMO CDD/CMO
NO	2	NO	Review, update and Implement George Washington Park Master Plan.	Receive and review Monterey Fire Department's Community Wildfire Protection Plan for impact to GWP (harmonize and align). Implement Council adopted policies for GWP Master Plan in alignment with approved City Council direction.	Q1 FY23/24 Q2 FY23/24	MFD/PW PW/MFD

QUARTER	Fiscal year
Q1	July-Aug-Sept
Q2	Oct-Nov-Dec



COMMUNITY GOALS & WORK PLAN 2023-25

PRIORITY AREA: Affordable Housing

POLICY VALUE STATEMENT: Pacific Grove supports a diversity of affordable housing opportunities.

NEW	DOTS	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT
YES	1	NO	Explore and assess the grandfathering of existing non-conforming ADU's	Review, audit and conduct field visits for prior second unit report. Present findings and staff recommendations to City Council for direction.	Q2 FY23/24 Q3 FY23/24	CDD
			Complete Housing Element Update (MANDATED)	Prepare and present draft 6th Cycle Housing Element to the Planning Commission, including DEIR (if necessary).	Q3 FY23/24	
				Submit draft 6th Cycle Housing Element to HCD for comments.	Q3 FY23/24	
				Integrate HCD revisions into draft 6th Cycle Housing Element.	Q3 FY23/24	
NO	1	YES		Prepare and present draft 6th Cycle Housing Element to the City Council for final adoption and EIR certification (if necessary).	Q3 and Q4 FY23/24 and Q1 FY 24/25	
				Prepare 6th Cycle Housing Element draft with Rincon Consultants to determine an inventory of feasible development sites for affordable housing.	Q3 FY23/24	
			Initiate a feasibility and site selection process for the design and construction of an affordable housing project	Determine outside developers' interest in sites selected in Housing Element to develop affordable housing.	Q4 FY23/24 and beyond	
YES	1	YES		City Council review and consideration of preferred site, including selection of preferred market and/or non-profit developer.	Q4 FY23/24 and beyond	

QUARTER	Fiscal year
Q1	July-Aug-Sept
Q2	Oct-Nov-Dec
Q3	Jan-Feb-March
Q4	April-May-June



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nick Smith, Mayor Pro Tem
MEETING DATE: July 19, 2023
SUBJECT: Monterey One Water Board of Directors Mid-Year Highlights 2023
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive highlights.

Attachments

Mid Year Highlights



BOARD OF DIRECTORS: MID-YEAR HIGHLIGHTS 2023

Finance / Customer Service / Information Systems

- Issued Balanced Budget for Fiscal Year 2023-24
- Worked with Community Relations to provide outreach to interested stakeholders regarding the proposed placing of billings on the County tax roll beginning in Fiscal Year 2024-25
- Received awards for reporting excellence from GFOA and CSMFO for the Agency's budget and annual financial report
- Provided regular updates to the Board regarding the Agency's Customer Assistance Program
- In the process of replacing the Agency's phone system with a new cloud based system from Ring Central
- Provided regular financial updates to the Board regarding the Agency's Capital Plan and Investments
- Oversaw the process for the issuance of bonds for the expansion of Pure Water Monterey
- Prepared an update to the Agency's Capacity Fee Study and Ordinance, resulting in an increase of these fees by 32% to fund future plant capital improvements and fund debt service.
- Developed In House Training Programs for staff on Microsoft Word and Excel.
- Continued to work with staff to provide training and expand the use of the Agency's Records Management System (Laserfiche)
- Implemented a fully electronic system using the Agency's accounting software for the processing, reviewing and storage of items for Accounts Payable, Purchasing, Payroll, General Ledger and Budget.
- Streamlined the Agency's templates used for the uploading of budgets into the Agency's accounting system.
- Began to utilize the Accounting Systems risk management module for the tracking of vendors' insurance certificates.
- Developed rates to be used for the billing of Pure Water Monterey to MPWMD / Cal Am.

Castroville Seawater Intrusion Project (CSIP)/Salinas River Diversion Facility (SRDF)

- CSIP: Began delivering agricultural irrigation water in February, but due to storm events operations were intermittent and ultimately shut down in March. Since 4/4/2023 CSIP has been delivering recycled water consistently. Through June 21, over 3,800 AF of recycled water have been delivered for agricultural irrigation in the CSIP system.
- SRDF: Began delivering diverted Salinas River water for ag irrigation on 5/8/2023 and has delivered 2290 AF of water for ag irrigation in the CSIP system. Having the ability to divert Salinas River water has drastically reduced the amount of ground water pumping in the CSIP service area.

Pure Water Monterey (PWM)

- The PWM Project continues to perform as designed, meeting the strict state and federal water quality parameters outlined in its permit requirements.
- Through June 21, a total of 2,095 AF of advanced treated water have been injected into the Seaside Groundwater Basin.
- In February, the UV revalidation was completed by Trussell engineering team. The final report has been submitted to DDW and if approved could result in up to a 50% reduction in hydrogen peroxide use as well as a reduction in power consumption, which both add up to savings in the operation of AWPf.
- AWPf Expansion Project is currently out for bid. Final bids for phase 4 of the injection well facilities are due 6/27/2023 and final bids for the AWPf expansion are due 6/29/2023.
- Source Waters: Blanco drain has been averaging 3.5 MGD for several weeks. Rec Ditch has not yielded any additional source waters due to blockage at the intake because of the storms. M1W is working with MCWRA to develop a plan to clean the intake after the first attempt did not yield good results.

Regional Treatment Plant (RTP)

- Following storm events at the beginning of the year, RTP secondary treatment was impacted by storm water flows and the direct diversion of City of Salinas industrial waste flows. During this time, chemical usage at the tertiary facility was averaging close to 20mg/L. Since industrial waste flows have ceased, chemical usage is averaging 5mg/L.

Water Quality & Compliance

- All monthly, quarterly, and annual reports have been successfully submitted for all facilities.
- Renewal CA-ELAP certificate was updated March 22, 2023. The lab is preparing for an on-site assessment of the laboratory in September or October for compliance with new TNI-2 regulations that go into effect January 1, 2024.
- Implemented updated Spill Emergency Response Plan per the revised Statewide Waste Discharge Requirements for Collection Systems which became effective 6/5/2023
- Ongoing permitting and environmental review for various Agency programs and projects including the co-digestion grant and revised Ordinance 2023-01

Wastewater Infrastructure

- Monterey and Seaside Pump Station Rehab- Project is currently out to bid.
- RTP 21kV Project- The 21kV switchgear and transformers provide all power to run the Regional Treatment Plant whether through PG&E or cogeneration power. This project is in design and being coordinated with a potential future Microgrid envisioned to power all facilities at the RTP location. Depending on the final scope with the Microgrid this project could be in the range of \$20M over the next 5 years.
- Digester Mixers- This partially grant funded project will allow M1W to accept food waste slurry for codigestion in the existing anaerobic digesters and mix the solids in those digesters to create additional biogas that can be used to power the treatment plant and further reduce our carbon

footprint. The \$8.1M project is breaking ground in September and is funded by \$4.2M in state grant funds, and an anticipated \$3.2M in tax rebate from the Federal Government.

- Coral Street Pump Station Electrical Equipment Relocation- The Coral Street Pump Station located near Ocean View Boulevard and Coral Street in Pacific Grove has the potential to be inundated with seawater during heavy storm and high tide events in the winter. The Agency has received Federal Earmark funds to begin the Environmental assessment work to move the electrical equipment from the coast to higher ground. \$400,000 in Federal funds is anticipated to be released by the Federal government later this year and future grant applications are in process to continue the work.

Employee Services/Safety/Risk Management

- Employee Hiring and Retention Projects through June 2023
 - Recruitments: 11
 - New Hires: 8
 - Promotions: 4
 - Turnover rate: for the first two quarters of the year was a total of 5.5%. This is the lowest first half of the year since 2017.
- 100% of 2022 Evaluations completed by deadline.
- Developed and coordinated Leadership Training for supervisors and managers as part of the initiatives from the Denison Survey.
- Developed Learning to Lead program for general employees as part of the initiatives from the Denison Survey.
- Ergonomic Workplace Assessments for employees which mitigate the risk of injuries, potential workers compensation claims, and improve worker productivity.
- The Experience Modification Rate remained under 1 at .65, due to lower-than-average incidents. This resulted in savings for our Workers' Compensation Plan.
- Completed Laserfiche implementation for Employee Services and Safety.
- All Annual Physicals were completed on time to include Hearing Testing, Respirator Qualification, HAZMAT, and fitness for duty physicals.
- Successfully completed an Evacuation/HAZMAT drill at the RTP.
- Completed Emergency Response Training in-person and via Microsoft Teams to include:
 - Respiratory Protection training
 - Lockout/Tagout training
 - Hearing Conservation training
 - Fall Protection training
 - Confined Space training
 - Flagger (Traffic Diversion) Training
 - HAZCOM and CL2 (Operations only) Awareness training
 - HAZWOPER 8- and 40-hour training
 - Fire Extinguisher Awareness training
- Blood Borne Pathogen, CPR/First Aid certification training

COMMUNITY RELATIONS/ ADVOCACY

- Kicked off the Co-Digestion Project funded in part by CalRecycle.
- Worked with the American Water Works Association to host a delegation of officials from the country of Turkey for a tour of the Recycled Water Treatment facilities for agricultural irrigation.
- Arranged a Press Event for the Department of Interior Assistant Secretary for Water and Science, Tanya Trujillo, to highlight the Bipartisan Infrastructure Law Investments in Drought Resilience. This event was held at the Advanced Water Purification facility.
- Hosted a tour for the Central Coast Regional Water Quality Control Board of Directors and staff.
- Assisted in the closing of the EPA WIFIA Loan for Pure Water Monterey Expansion.
- Attended the Swearing In Ceremonies for the new Speaker (Robert Rivas) of the California State Assembly.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joe Amelio, Councilmember
MEETING DATE: July 19, 2023
SUBJECT: Monterey-Salinas Transit Minutes: June 12, 2023
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

MEETING MINUTES

June 12, 2023

10:00 am (Pacific)

Present:	Anna Velazquez, Chair	City of Soledad
	Mary Ann Carbone, Vice Chair	City of Sand City
	Jeff Baron	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Lorraine Worthy	City of Gonzales
	Angela Untalon	City of Greenfield
	Liesbeth Visscher	City of Marina
	Ed Smith	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Alexis Garcia-Arrazola	City of Seaside
	Luis Alejo	County of Monterey (late arrival)
Absent:	Mike LeBarre	City of King
Counsel:	Michael D. Laredo	De Lay & Laredo
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Assistant General Manager
	Michael Kohlman	Chief Information Officer
	Norman Tuitavuki	Chief Operating Officer
	Kelly Halcon	Director of HR & Risk Management
	Michelle Overmeyer	Director of Planning and Innovation
	Jeanette Alegar-Rocha	Deputy Secretary/Clerk to the Board
	Andrea Williams	Finance Manager
	Beronica Carriedo	C/S & Community Relations Supervisor
	Cristy Sugabo	Mobility Services Supervisor
	Daniel Bruno	Scheduling Assistant
	Deanna Smith	Civil Rights Officer
	Elena Grigorichina	Operations Specialist
	Emma Patel	Planning Manager
	Ezequiel Rebollar	IT Technician
	Ikuyo Yoneda-Lopez	Marketing & Communications Manager
	Jacqueline Munoz	C/S Representative
	Kaleb Aquino-Lopez	Mobility Specialist
	Matthew Deal	Grants Analyst

Marzette Henderson
Melissa Valadez
Paul Lopez
Scott Taylor
Ursulla Scardina
Vince Dang

Transportation Manager
Human Resources Supervisor
Facilities Manager
IT Manager
Marketing Assistant
Project Management Coordinator

Public: Anthony Lombardo
Jasmine Mejia-Cortez
Linda Gonzales
Chris Duymich
Joanne Xiao
Tate Baugh

Anthony Lombardo & Associates Inc.
Executive Assistant to Supervisor Luis Alejo
Chief of Staff to Supervisor Luis Alejo
AMBAG
CalTransit
Member of the Public

1. CALL TO ORDER

- 1-1. Roll Call. (Jeanette Alegar-Rocha)
- 1-2. Pledge of Allegiance.

Chair Velazquez called the meeting to order at 10:00 a.m. Roll call was taken and a quorum was established. Director Kim Shirley led the pledge of allegiance.

- 1-3. Review Highlights of the agenda. (Carl Sedoryk)

Carl Sedoryk reviewed the highlights of the agenda.

Director Alejo arrived at 10:05 a.m.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Anthony Lombardo from Anthony Lombardo & Associates, Inc., commented on behalf of his client Paul Owhadi, CEO of Pacific Rim Companies (PRC) regarding a purchase agreement of 280 Reservation Road in Marina.

General Counsel Michael Laredo advised that the matter can be added to a future closed session agenda.

3. CONSENT AGENDA

These items will be approved by a single motion. Anyone may request that an item be discussed and considered separately.

- 3-1. Adopt Resolution 2023-38 Recognizing Alejandra Chavarin, HR Assistant as Employee of the Month for June 2023. (Kelly Halcon) (Page 7)
- 3-2. Adopt Resolution 2023-39 Recognizing Francisco Castillo, HR Assistant as Employee of the Month for June 2023. (Kelly Halcon) (Page 9)

- 3-3. Approve Minutes of the MST Board Meeting on May 8, 2023. (Jeanette Alegar-Rocha) (Page 11)
- 3-4. Receive Draft Minutes of the MST Board Administrative Performance Committee Meeting on May 8, 2023. (Jeanette Alegar-Rocha) (Page 17)
- 3-5. Financial Reports – April 2023. (Lori Lee) (Page 21)
 - a) Accept Report of April 2023 Cash Flow Presented in Attachment #1
 - b) Approve April 2023 Disbursements Listed in Attachment #2
 - c) Accept report of April 2023 Treasury Transactions Listed in Attachment #3
- 3-6. Receive Report on Lost and Found Items Left on MST Property for the Month of January 2023. (Beronica Carriedo) (Page 29)
- 3-7. Reject Claim by Claimant Pacific Rim Co., LLC. (Lisa Cox) (Page 31)
- 3-8. Reject Claim by Claimant Keith Mitchell. (Lisa Cox) (Page 33)
- 3-9. Authorize the General Manager/CEO to Execute a Contract with Giro Inc. for One Year of System Maintenance in an Amount Not to Exceed \$129,791. (Michael Kohlman) (Page 35)
- 3-10. Authorize the General Manager/CEO to Execute a Contract with Vontas TransitMaster for One Year of System Maintenance in an Amount Not to Exceed \$127,746. (Michael Kohlman) (Page 37)
- 3-11. Receive After Action Report: Monterey County Emergency Operations Center Pineapple Express Winter Storms and Flood Response, March 2023. (Marzette Henderson) (Page 39)

End of Consent Agenda

There were no public comments on the consent agenda.

Director Shirley pulled item 3-3 from the consent agenda for an edit.

Director Amelio pulled 3-5 from the consent agenda for questions.

Director Barrera pulled item 3-11 from the consent agenda for a question.

On a motion by Director Worthy, seconded by Director Barrera, the Board approved all items on the consent agenda with the exception of items 3-3, 3-5, and 3-11. The motion passed unanimously.

Director Shirley requested a correction to agenda item 3-3 Minutes of Board Meeting on May 8, 2023 and have her name to be added to the roll call votes.

Director Amelio asked if there is a minimum in the reserves and if there is an unfunded CalPers liability related to agenda item 3-5 Finance Memo. Carl Sedoryk confirmed there is a minimum in reserves and Kelly Halcon, Director of HR and Risk Management clarified that there is unfunded liability. However, MST's unfunded liability is relatively low.

Director Barrera pulled agenda item 3-11 for further comment and to thank MST staff for services during the March 2023 Winter Storms.

On a motion by Director Barrera, seconded by Director Pacheco, the Board approved items 3-3 with correction noted by Director Shirley, 3-5, and 3-11 on the consent agenda. The motion passed unanimously.

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

- 4-1. Yanelly Martinez – Recognition of 6 Years of Service on MST Board.
(Carl Sedoryk)**

The MST Board recognized Yanelly Martinez for her six years of service on the MST Board and for her outstanding contribution to MST and to the entire community from April 2017 to April 2023.

Ms. Martinez was present at the meeting and thanked the Board and staff for the years of mentorship and support during her years of service.

- 4-2. Receive Proclamation from County of Monterey for Emergency Services Provided to Residents of Monterey County. (Luis Alejo /Carl Sedoryk)**

The MST Board and staff received a proclamation from the Monterey County Board of Supervisors and the Monterey County Emergency Operations Center (MCEOC) for services provided to residents of Monterey County during the Winter Storms of 2023.

- 4-3. June 2023 Employee of the Month – Alejandra Chavarin, HR Assistant,
(Kelly Halcon)**
- 4.4. June 2023 Employee of the Month – Francisco Castillo, HR Assistant,
(Kelly Halcon)**

The MST Board recognized Alejandra Chavarin and Francisco Castillo, HR Assistants as the June 2023 Employees of the Month for their outstanding contribution to MST and to the entire community.

Ms. Chavarin and Mr. Castillo were present at the meeting and thanked the Board and staff for the recognition.

- 4-5. 25 Year Service Anniversary – Paul Lopez (Norman Tuitavuki)**

The MST Board recognized Paul Lopez, Facilities Manager for 25 years of service and his outstanding dedication and contribution to MST and the entire community.

Mr. Lopez was present at the meeting along with his team and thanked the Board and staff for the recognition.

5. PUBLIC HEARINGS

- 5-1. FY 2024 – FY 2025 Operating and Capital Budget (Lisa Rheinheimer) (Page 47)
- a) Receive Presentation on Proposed FY 2024 – FY 2025 Operating and Capital Budget,
 - b) Conduct Public Hearing to Hear Public Comments on the Proposed FY 2024 – FY 2025 Operating and Capital Budget,
 - c) Adopt Proposed FY 2024 – FY 2025 Operating and Capital Budget,
 - d) Approve Resolution 2023-40 Authorizing the Filing of Federal Grant Applications, and
 - e) Authorize Staff to Apply to the Transportation Agency for Monterey County for Transportation Development Act Local Transportation Funds and State Transit Assistance for FY 2024.

The MST Board received a presentation on the Proposed FY 2024 – FY 2025 Operating and Capital Budget and Chair Velazquez opened a public hearing to receive comments.

Public member Tate Baugh asked if the proposed budget included reinstating transit service to Gilroy, bus stops in the Monterey County area, sidewalk improvements for disabled individuals, and some King City weekend routes. MST staff has Mr. Baugh's contact information to follow-up on his questions. Lisa Rheinheimer, Assistant General Manager, reported that transit service to Gilroy would be reinstated sometime this fall.

On a motion by Director Alejo, seconded by Director Amelio, the Board adopted FY 2024 – FY 2025 Operating and Capital Budget, approved Resolution 2023-40 authorizing the filing of Federal grant applications, and authorized staff to apply to the Transportation Agency for Monterey County for Transportation Development Act Local Transportation Funds and State Transit Assistance Funds for FY 2024. The motion passed unanimously.

6. ACTION ITEMS

None

7. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require action by the Board.

- 7-1. General Manager/CEO Monthly Report – April 2023 (Page 55)
- 7-2. Federal Legislative Advocacy Report (Page 93)
- 7-3. State Legislative Advocacy Update (Page 95)
- 7-4. Staff Trip Reports – (Pages 99-135)

Chair Velazquez acknowledged MST staff for speaking at conferences, providing presentations, and receiving awards at conferences.

- **Paul Lopez – Think Transit Conference Speaker**
- **Cristy Sugabo – CalACT Spring Conference Speaker**
- **Kelly Halcon – CalACT Spring Conference Speaker and Award Recipient**
- **Carl Sedoryk – CalACT Spring Conference Speaker**

- 7-5. Correspondence – (Page 137)

8. BOARD REPORTS, COMMENTS, AND REFERRALS

- 8-1. Reports on Meetings Attended by Board Members at MST Expense. (AB 1234)

Chair Velazquez attended the CTA Spring Legislative Conference in Sacramento, CA on May 16, 2023.

- 8-2. Board Member Comments and Announcements.

Vice Chair Carbone announced a free event in Carmel at 8 pm on Thursday, June 15. A free theater play “Ride the Cyclone” will be shown in honor of veterans.

Director Amelio reminded the Board and staff that June 6 was Normandy Day.

Director Pacheco thanked MST staff for support at the City of Seaside’s Earth Day celebration.

Director Worthy announced the City of Gonzales Youth Council received an All-American City award for its outstanding civic engagement.

- 8-3. Board Member Referrals for Future Agendas.

9. ATTACHMENTS

- 9-1. The Detailed Monthly Performance Statistics and Disbursement Journal for April 2023 can be viewed online within the GM Report at <http://mst.org/about-mst/board-of-directors/board-meetings/>

10. CLOSED SESSION

- 10-1. Conference with Labor Negotiators, Gov. Code § 54957.6: ATU and MSTEA. (Kelly Halcon/Michael D. Laredo)
- 10-2. Conference with real property negotiator pursuant to Government Code Section 54956.8

Property: Parcel L.2.3 and Parcel L.2.4.1, Northeast Corner Gigling and 8th Ave. former Fort Ord, Monterey County

Negotiating parties: Monterey-Salinas Transit (MST) District (Carl G. Sedoryk)

Property owner: Seaside as the Fort Ord Reuse Authority Environmental Services Cooperative Agreement and Local Redevelopment Authority Successor-in-Interest

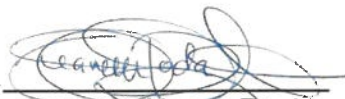
Under negotiation: Transfer of property to MST, Terms, and Price

Michael Laredo, MST General Counsel, reported that the Board met and had general discussion on both closed session items 10-1 and 10-2 but no reportable action was taken.

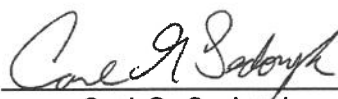
11. ADJOURN

With no further business to discuss, Chair Velazquez adjourned the meeting at 12:03 p.m. (Pacific).

Prepared by:


Jeanette Alegar-Rocha

Reviewed by:


Carl G. Sedoryk



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Lori Frati, Management Analyst
MEETING DATE: July 19, 2023
SUBJECT: Amended Agreement with HdL Companies for Sales Tax, Business Licenses, and TOT Collection and Compliance Services.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize the Mayor to amend the existing agreement with HdL companies for a 1 year extension to June 30, 2024 (renewable for an additional 1 year thereafter) in the amount not to exceed \$60,000 for the following:
 - Sales, Use and Transactions Tax Auditing and Information Services;
 - Business License Tax Operations and Compliance Services;
 - Transient Occupancy Tax Operations Management Services; and
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In 2015, The City of Pacific Grove entered into a contract with HdL Companies for Business License Tax Services. This included database management, account processing, on-line filing and payment processing for businesses, and a business support center.

In 2016, The City entered into a contract with HdL Companies for Sales Tax Services and Transient Occupancy Tax Services. The HdL Companies Sales Tax Services include: Database management, quarterly reporting by individual businesses and categories; working with the State on tax allocation reviews, and assisting with budgetary projections. Their Transient Occupancy Tax (TOT) Services include: database management, reporting, account processing, on-line filing and payment processing, customer support, compliance monitoring and annual reporting.

In 2020, Council approved a two-year contract with HdL Companies that included all three services: Sales Tax Services, Business License Tax Services, and Transient Occupancy Tax Services. The consolidation of the contract to include all three services and successful negotiations reduced the annual base cost for services by 32%.

On July 1, 2022, the City entered into a short-term contract with HdL Companies in an amount not to exceed \$39,000 (Attachment 1). In October 2022, the agreement was amended through June 30, 2023, with an annual cost not to exceed \$60,000 (Attachment 2). Staff is recommending a second amendment to the contract based on the unique services offered by HdL and reduced staffing. The Administrative Services Department is in the process of recruiting and hiring for regular positions, with one position vacant and two positions filled with temporary staff. The department has also recently hired two new employees. Due to the amount of time needed to train new employees, as well as assuming the additional workload associated with a new audit firm, it would be challenging to effectively migrate and validate the City's data to a new vendor platform.

To assess HdL service levels, the City conducted a [Customer Service Survey](#) within the business community in 2021. The survey results were reviewed with HdL services; and they expressed their commitment to continuously improving their service levels. As part of the current agreement, HdL has completed 17 audits of commercial properties, with final results pending on one additional audit. The City also plans to take advantage of their business license compliance review services to assist with this year's operational goals. Both of these services are included within the proposed continued contract.

The proposed contract amendment will include the following updates to the contract term and amount; and will require the Mayor's signature (Attachment 3). A copy of that amendment is attached for reference, with the scope of services retained in the original agreement.

- Extend the contract term to June 30, 2024, with an option to extend it for an additional year. (The option to extend beyond 2024 would require additional Council approval)
- Increase the payment to an amount not to exceed \$60,000 annually.

If approved, staff will prepare the amendment based on the information listed above. There are no other changes proposed to the agreement.

■

OPTIONS

1. Take no action
2. Provide alternate direction.

FINANCIAL IMPACT:

The funds to support this agreement are included in the FY 23/24 budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

HdL Agreement July 2022

Amendment No. 1

Amendment No. 2

CITY OF PACIFIC GROVE VENDOR SERVICES AGREEMENT

This VENDOR SERVICES AGREEMENT ("Agreement") is made and effective **July 1, 2022**, by and between the City of Pacific Grove, a municipal corporation ("City"), and **HdL Companies** ("VENDOR").

City wishes to retain the services of an experienced and qualified VENDOR to provide:

- 1. Sales, Use and Transactions Tax Auditing and Information Services**
- 2. Business License Tax Operations and Compliance Services**
- 3. Transient Occupancy Tax Operations Management Services**

("Services"). VENDOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through **October 31, 2022**. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. SCOPE OF SERVICES

VENDOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. PERFORMANCE

- a. VENDOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of VENDOR hereunder in meeting its obligations under this Agreement.
- b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.
- c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers,

employees, and agents shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this Section.

- d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.
- e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.
- f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by VENDOR, but not including the authority to enlarge the Scope of Work or change the compensation due to VENDOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change VENDOR's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of **\$39,000** unless otherwise first approved in writing by the City.
- b. The City Manager's contract authority is limited to \$39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold,

require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

- c. VENDOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of VENDOR's fees, it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. VENDOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve VENDOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

- a. VENDOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that VENDOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating VENDOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the VENDOR. If such failure by the VENDOR to make progress in the performance of Services hereunder arises out causes beyond the VENDOR's control, and without fault or negligence of the VENDOR, it shall not be considered a default.
- b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after

service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event VENDOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

- a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

Confidentiality and Warranty; Records.

Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi)

materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than \$10,000, records of both City and VENDOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION

VENDOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with VENDOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and VENDOR, or should City otherwise find VENDOR's legal counsel unacceptable, then VENDOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The VENDOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the

VENDOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

VENDOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, VENDOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of VENDOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to VENDOR, in the event of any default or breach by City or for any amount that may become due to VENDOR.

Except as provided in Section 11, Indemnification, in no event will VENDOR be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature. VENDORS's duty to indemnify and hold harmless CITY shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license or permit.

12. INSURANCE

Without limiting VENDOR's indemnification of City, and prior to commencement of work, VENDOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

13. INDEPENDENT CONTRACTOR

- a. VENDOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of VENDOR shall at all times be under VENDOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of VENDOR or any of VENDOR's officers, employees, or agents, except as set forth in this Agreement. VENDOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. VENDOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.
- c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.
- b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

VENDOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

If City determines VENDOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), VENDOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing VENDOR's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

- a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.
- b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of

the party as set forth below or at any other address as that party may later designate by notice:

To City: Tori Hannah
 Administrative Services Director/Assistant City Manager
 City of Pacific Grove
 300 Forest Avenue
 Pacific Grove, CA 93950

To Vendor: Andrew Nickerson
 President
 Hinderliter, de Llamas, and Associates (HdL)
 120 S. State College Blvd., Suite 200
 Brea, CA 92821

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

VENDOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and VENDOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. VENDOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of VENDOR warrants and represents that they have the authority to execute this Agreement on behalf of the VENDOR and the authority to bind VENDOR to the performance of its obligations hereunder.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AMENDMENT

- a. Any modification or amendment to this Agreement must be in writing.
- b. Neither City nor VENDOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

27. 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

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE

VENDOR

DocuSigned by:
Tori Hannale
By: _____
3B02FAB081E94DB...
Department Director

Date: 9/6/2022

DocuSigned by:
Andrew Nickerson
By: _____
2A839359481248Z...
Vendor

Date: 9/6/2022

DocuSigned by:
Ben Harvey
By: _____
AA58808E21DD48F...
City Manager or Mayor

Date: 9/6/2022

DocuSigned by:
Tori Hannale
By: _____
3B02FAB081E94DB...
City Administrative Services Department

Date: 9/6/2022

Approved As To Form:

DocuSigned by:
Brian Pienik

01871FB17BD8435...
City Attorney
9/6/2022

Date

- | | | |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Scope of Services |
| | Exhibit B | Payment Schedule |
| | Exhibit C | Insurance Requirements |

Exhibit A

Scope of Work/Services

The CONTRACTOR shall perform the following services (collectively, the “Services”):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY’S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR’s web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of “point of sale” to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measures "U" and "A" CITY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measures "U" and "A" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.
3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California

Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measures "U" and "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measures "U" and "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. BUSINESS LICENSE TAX OPERATIONS AND COMPLIANCE SERVICES

1. Business License Tax Operations Management

- 1.1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.
- 1.2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.
- 1.3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.
- 1.4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.
- 1.5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday,

8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.

- 1.6. On-Line Filing & Payment Processing – HdL will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

2. **Local Tax Compliance Services** – HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.

- 2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

- 2.1.1. Lead Identification – Develop a list of entities subject to licensure/taxation within the City.
- 2.1.2. Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.
- 2.1.3. Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.
- 2.1.4. Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.
- 2.1.5. Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.
- 2.1.6. Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and

other relevant information in an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.

- 2.2. **Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

- 2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
- 2.2.2. Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.
- 2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.
- 2.2.4. Educate businesses on proper reporting practices.
- 2.2.5. Invoice and collect identified deficiencies.

2.3. **City's responsibilities**

- 2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.
- 2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

F. TRANSIENT OCCUPANCY TAX OPERATIONS MANAGEMENT

- 1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data and provide reports to the City.
- 2. Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.
- 3. New Account Processing – HdL will process any new TOT registrations for lodging establishments that change hand or newly offered properties.
- 4. Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.
- 5. Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries.

Lodging providers will be able to access one of our tax specialists Monday-Friday 8:00am to 5:00pm Pacific via phone, email, fax, and the online support center.

6. On-Line Filing & Payment Processing - HdL will provide a website for lodging providers to make payments online.
7. Compliance Monitoring - HdL will ensure accurate filings of TOT returns by consistently monitoring returns and providing compliance audits as mutually agreed to by the City and HdL.
8. Annual Reporting - In addition to standard monthly reports, HdL will continue to provide the City with annual analysis reports designed to provide key insights in the lodging provider community and the details on reporting of each lodging provider.

Exhibit B

Payment Schedule

A. Sales, Use and Transactions Tax Auditing and Information Services

1. CONTRACTOR'S compensation for performing Sales and Use Tax Services related to audit recoveries shall be **15%** of all new sales and use tax revenue received by the City. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenues and includes retroactive back quarter adjustments obtained by HdL.

CONTRACTOR shall provide the sales tax and economic analysis Services described in Exhibit A for a fee of **\$350** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

CONTRACTOR shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses **per Measure**. The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

CONTRACTOR shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being

missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

B. Business License Tax Operations Management Services

- 1. Compensation** - HdL's compensation for performing Business License Tax Operations Management Services related to business license is a fee of **\$14.99** per processed account, per year. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.
- 2. CPI Adjustment** - Fees for Business License Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index - West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
- 3. Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

C. LOCAL TAX COMPLIANCE SERVICES

- 1. Discovery** - HdL's fee for performing Local Tax Discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
 - 1.1 City Discovery Discount** - HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.
- 2. Audit** - HdL's fee for performing Local Tax Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 3. Collection** - HdL's fee for performing collections services shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

4. Option to waive tax recovery – City may, at its discretion, elect to waive or reduce the tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

D. Transient Occupancy Tax Operations Management Service

1. Compensation – HdL's compensation for performing Transient Occupancy Tax Operations Management Services related to transient occupancy tax is \$100.00 per lodging property, per year.
2. CPI Adjustment – Fees for Transient Occupancy Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
3. Travel Expenses – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.

Additional Services may be performed at a range of \$95.00 to \$325.00 per hour, depending on the complexity of tasks involved.

E. Payments

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

Exhibit C

Insurance Specifications

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. VENDOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

VENDOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by VENDOR or City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the

VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. VENDOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

AMENDMENT # 1
VENDOR SERVICES AGREEMENT WITH HDL COMPANIES

WHEREAS, the City of Pacific Grove ("City") and HdL Compaines ("Contractor") entered into a Professional Services Agreement ("Agreement") effective July 1, 2022; and

WHEREAS, the City and Contractor desire to amend certain terms of the Agreement; NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

- a. **Term.** Unless terminated in accordance with Section 8 within the AGREEMENT, the AGREEMENT will continue in full force and effect from the Effective Date through **June 30, 2023**. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.
- b. **Payment.** The total amount of money paid to the VENDOR, for the Services initially contemplated by this AGREEMENT, shall not exceed the sum of **\$60,000** annually unless otherwise first approved in writing by the City.

B. All other terms of the agreement remain the same.

CITY OF PACIFIC GROVE

HDL COMPANIES

By: DocuSigned by:
Bill Peake 10/31/2022
2E6F9DE48137414...
City Mayor

By: DocuSigned by:
Andrew Nickerson 10/24/2022
2A6393594612482...
Andrew Nickerson, President

By: DocuSigned by:
Tori Hannale 10/24/2022
3B02FAB081E94DB...
Department Head

By: DocuSigned by:
Tori Hannale 10/24/2022
3B02FAB081E94DB...
Finance/Risk Management

By: DocuSigned by:
Brian Pienk 10/31/2022
01871FB17BD8435...
City Attorney

CITY OF PACIFIC GROVE VENDOR SERVICES AGREEMENT

This VENDOR SERVICES AGREEMENT (“Agreement”) is made and effective **July 1, 2022**, by and between the City of Pacific Grove, a municipal corporation (“City”), and **HdL Companies** (“VENDOR”).

City wishes to retain the services of an experienced and qualified VENDOR to provide:

- 1. Sales, Use and Transactions Tax Auditing and Information Services**
- 2. Business License Tax Operations and Compliance Services**
- 3. Transient Occupancy Tax Operations Management Services**

(“Services”). VENDOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through **October 31, 2022**. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. **SCOPE OF SERVICES**

VENDOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. **PERFORMANCE**

- a. VENDOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of VENDOR hereunder in meeting its obligations under this Agreement.
- b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.
- c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers,

employees, and agents shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this Section.

- d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.
- e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.
- f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by VENDOR, but not including the authority to enlarge the Scope of Work or change the compensation due to VENDOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change VENDOR's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of **\$39,000** unless otherwise first approved in writing by the City.
- b. The City Manager's contract authority is limited to \$39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold,

require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

- c. VENDOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of VENDOR's fees, it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. VENDOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve VENDOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

- a. VENDOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that VENDOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating VENDOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the VENDOR. If such failure by the VENDOR to make progress in the performance of Services hereunder arises out causes beyond the VENDOR's control, and without fault or negligence of the VENDOR, it shall not be considered a default.
- b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after

service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event VENDOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

- a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

Confidentiality and Warranty; Records.

Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi)

materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than \$10,000, records of both City and VENDOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION

VENDOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with VENDOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and VENDOR, or should City otherwise find VENDOR's legal counsel unacceptable, then VENDOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The VENDOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the

VENDOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

VENDOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, VENDOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of VENDOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to VENDOR, in the event of any default or breach by City or for any amount that may become due to VENDOR.

Except as provided in Section 11, Indemnification, in no event will VENDOR be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature. VENDORS's duty to indemnify and hold harmless CITY shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license or permit.

12. INSURANCE

Without limiting VENDOR's indemnification of City, and prior to commencement of work, VENDOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

13. INDEPENDENT CONTRACTOR

- a. VENDOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of VENDOR shall at all times be under VENDOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of VENDOR or any of VENDOR's officers, employees, or agents, except as set forth in this Agreement. VENDOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. VENDOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.
- c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.
- b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

VENDOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

If City determines VENDOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), VENDOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing VENDOR's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

- a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.
- b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of

the party as set forth below or at any other address as that party may later designate by notice:

To City: Tori Hannah
Administrative Services Director/Assistant City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

To Vendor: Andrew Nickerson
President
Hinderliter, de Llamas, and Associates (HdL)
120 S. State College Blvd., Suite 200
Brea, CA 92821

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

VENDOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and VENDOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. VENDOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of VENDOR warrants and represents that they have the authority to execute this Agreement on behalf of the VENDOR and the authority to bind VENDOR to the performance of its obligations hereunder.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AMENDMENT

- a. Any modification or amendment to this Agreement must be in writing.
- b. Neither City nor VENDOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

27. 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

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE

VENDOR

By: DocuSigned by:
Tori Hannah
3B02FAB081E94DB...
Department Director

Date: 9/6/2022

By: DocuSigned by:
Andrew McKerson
2A8393594812482...
Vendor

Date: 9/6/2022

By: DocuSigned by:
Ben Harvey
AA58608E21DD48F...
City Manager or Mayor

Date: 9/6/2022

By: DocuSigned by:
Tori Hannah
3B02FAB081E94DB...
City Administrative Services Department

Date: 9/6/2022

Approved As To Form:

DocuSigned by:
Brian Pierik
01871FB17BD8435...
City Attorney

9/6/2022

Date

Attachments: Exhibit A Scope of Services
 Exhibit B Payment Schedule
 Exhibit C Insurance Requirements

Exhibit A

Scope of Work/Services

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measures "U" and "A" CITY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measures "U" and "A" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.
3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California

Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measures "U" and "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measures "U" and "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. BUSINESS LICENSE TAX OPERATIONS AND COMPLIANCE SERVICES

1. Business License Tax Operations Management

- 1.1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.
- 1.2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.
- 1.3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.
- 1.4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.
- 1.5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday,

8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.

- 1.6. On-Line Filing & Payment Processing – HdL will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.
2. **Local Tax Compliance Services** – HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.
 - 2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.
 - 2.1.1. Lead Identification – Develop a list of entities subject to licensure/taxation within the City.
 - 2.1.2. Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.
 - 2.1.3. Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.
 - 2.1.4. Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.
 - 2.1.5. Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.
 - 2.1.6. Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and

other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.

- 2.2. **Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

- 2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
- 2.2.2. Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.
- 2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.
- 2.2.4. Educate businesses on proper reporting practices.
- 2.2.5. Invoice and collect identified deficiencies.

2.3. **City's responsibilities**

- 2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.
- 2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

F. TRANSIENT OCCUPANCY TAX OPERATIONS MANAGEMENT

- 1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data and provide reports to the City.
- 2. Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.
- 3. New Account Processing – HdL will process any new TOT registrations for lodging establishments that change hand or newly offered properties.
- 4. Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.
- 5. Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries.

Lodging providers will be able to access one of our tax specialists Monday-Friday 8:00am to 5:00pm Pacific via phone, email, fax, and the online support center.

6. On-Line Filing & Payment Processing – HdL will provide a website for lodging providers to make payments online.
7. Compliance Monitoring – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and providing compliance audits as mutually agreed to by the City and HdL.
8. Annual Reporting – In addition to standard monthly reports, HdL will continue to provide the City with annual analysis reports designed to provide key insights in the lodging provider community and the details on reporting of each lodging provider.

Exhibit B

Payment Schedule

A. Sales, Use and Transactions Tax Auditing and Information Services

1. CONTRACTOR'S compensation for performing Sales and Use Tax Services related to audit recoveries shall be **15%** of all new sales and use tax revenue received by the City. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenues and includes retroactive back quarter adjustments obtained by HdL.

CONTRACTOR shall provide the sales tax and economic analysis Services described in Exhibit A for a fee of **\$350** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

CONTRACTOR shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses **per Measure**. The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

CONTRACTOR shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being

missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

B. Business License Tax Operations Management Services

- 1. Compensation** - HdL's compensation for performing Business License Tax Operations Management Services related to business license is a fee of **\$14.99** per processed account, per year. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.
- 2. CPI Adjustment** - Fees for Business License Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index - West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
- 3. Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

C. LOCAL TAX COMPLIANCE SERVICES

- 1. Discovery** - HdL's fee for performing Local Tax Discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
 - 1.1 City Discovery Discount** - HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.
- 2. Audit** - HdL's fee for performing Local Tax Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 3. Collection** - HdL's fee for performing collections services shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

4. Option to waive tax recovery – City may, at its discretion, elect to waive or reduce the tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

D. Transient Occupancy Tax Operations Management Service

1. Compensation - HdL's compensation for performing Transient Occupancy Tax Operations Management Services related to transient occupancy tax is \$100.00 per lodging property, per year.
2. CPI Adjustment – Fees for Transient Occupancy Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
3. Travel Expenses – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.

Additional Services may be performed at a range of \$95.00 to \$325.00 per hour, depending on the complexity of tasks involved.

E. Payments

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

Exhibit C

Insurance Specifications

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. VENDOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

VENDOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by VENDOR or City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the

VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. VENDOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

AMENDMENT #2

VENDOR SERVICES AGREEMENT WITH HDL COMPANIES

WHEREAS, the City of Pacific Grove ("City") and Hdl Companies ("Contractor") entered into a Professional Services Agreement ("Agreement") effective July 1, 2022; and

WHEREAS, the City and Contractor entered into Amendment #1 signed by the City on October 31, 2022 to continue the Agreement in full force and effect through June 30, 2023 and provided that upon mutual written agreement, the terms of the Agreement can be extended annually for an additional one (1) year period, or longer as the parties agree; and

WHEREAS, the City and Contractor desire to amend certain terms of the Agreement;

NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

1. Term. Unless terminated in accordance with Section 8 with the Agreement, the Agreement will continue in full force and effect through June 30, 2024. Upon mutual written agreement, the term of this Agreement can be extended annually for additional one (1) year period, or longer as the parties agree.

2. Payment. The total amount of money paid to the Contractor for the Services initially contemplated by the Agreement shall not exceed the sum of \$60,000 annually unless otherwise first approved in writing by the City.

B. All other terms of the Agreement remain the same.

CITY OF PACIFIC GROVE

CONSULTANT

By: _____
City Mayor
Date: _____

By: _____
Consultant
Date: _____

By: _____
Department Head
Date: _____

By: _____
Finance/Risk Management

Approved As To Form:

City Attorney
Date:

Date: _____



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Laurel O'Halloran, Associate Planner
MEETING DATE: July 19, 2023
SUBJECT: Architectural Review Board Minutes: June 13, 2023
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

ARB Minutes



NOTICE OF MEETING

CITY OF PACIFIC GROVE

ARCHITECTURAL REVIEW BOARD

MINUTES

Tuesday, June 13, 2023, 3:00 P.M.

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

AGENDA

1. CALL TO ORDER & ROLL CALL

Members Present: Sarah Boyle, Hunter Eldridge, Anna Bornstein,
Scott Brooks, Christi Sutphen

2. APPROVAL OF THE AGENDA

Member Brooks made a motion, seconded by Member Bornstein to approve the Agenda as presented. The Board voted 5-0 to approve the agenda.

Motion passed.

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

None

4. COUNCIL LIAISON ANNOUNCEMENTS

Council Member Beck gave an update on Council related items: 23-24 Budget was approved, \$50,000 has been allocated for the city traffic engineer to review the Parklets, Pints on the Peninsula was approved.

5. GENERAL PUBLIC COMMENT

A. Public Comment

Reference: Annie Allenbaugh, Office Assistant

Recommended Action: Receive public comments.

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

Comments received by: Lisa Ciani, Inge Lorentzen Daumer

CONSENT AGENDA

6. REPORTS REQUIRING ACTION

A. ARB Draft Minutes for the May 9, 2023, Meeting

Reference: Laurel O'Halloran, Planner

Recommended Action: Approve the draft May 9, 2023, ARB Minutes.

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

B. ARB Draft Minutes for the May 16, 2023, Special Meeting.

Reference: Laurel O'Halloran, Planner

Recommended Action: Approve the draft May 16, 2023, Special Meeting Minutes.

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

Member Brooks made a motion, seconded by Vice Chair Eldridge, to approve the consent Agenda. The Board voted 5-0 to approve the motion.

Motion passed.

REGULAR AGENDA

7. PUBLIC HEARINGS

- A. Architectural Permit (AP) and Coastal Development Permit (CDP) No. 23-0023, 100 Asilomar Avenue, Pacific Grove (APN 007-031-004)
Zoning District/General Plan Designation: R-1-B-4/ Low Density 2.0 DU/ac
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Recommend approval to the Planning Commission of the proposed Architectural Permit and Coastal Development Permit (AP/CDP 23-0023), subject to the findings, conditions of approval, Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).
Reference: Laurel O'Halloran, Associate Planner

Laurel O'Halloran, project Planner introduced the project.

The Chair opened the floor to public comment.
None received.

Vice Chair Eldridge made a motion, seconded by Member Borstein to recommend the Planning Commission grant approval of the Architectural Permit. The Board voted 5-0 to approve the motion.

Motion passed.

- B. Architectural Permit (AP), Administrative Use Permit (AUP), and Tree Permit with Development (TPD) 23-0303 for 960 Bayview Ave (APN 006-131-016)
Zoning District/General Plan Designation: R-1 / Medium Density Residential (7.3 du/ac)
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Staff recommends that the Architectural Review Board approve AP/AUP/TPD 22-0303, subject to the findings, conditions of approval, and a Class 1 CEQA categorical exemption.
Reference: Aaron Campbell, Associate Planner

Aaron Campbell, project Planner introduced the project.

The Chair opened the allowed to the architect, Hunter Eldridge, to speak to the project.

The Chair opened the floor to public comment.

Kathy Gilpin, Lisa Ciani, Inge Lorentzen Daumer, Andy Atkins, Anthony Ciani, spoke.

Dana Supernowicz, Historian spoke and answered Board members questions.

Member Bornstein made a motion, seconded by Secretary Sutphen, to grant approval of the Architectural Permit. The Board voted 3-1-1 (Eldridge recused) to approve the motion.

Motion passed.

- C. Architectural Permit No. 22-0320, 170 Sloat Avenue, Pacific Grove (APN 006-224-009)
Zoning District/General Plan Designation: R-4 / High Density Residential 19.8 du/ac
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities
Recommended Action: Approve the Architectural Permit subject to the recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).
Reference: Laurel O'Halloran, Associate Planner

Laurel O'Halloran, project Planner introduced the project.

The Chair opened the allowed to the applicant Matt Innins, to speak to the project.

The Chair opened the floor to public comment.

Inge Lorentzen Daumer and Lisa Ciani spoke.

The Chair closed public comment.

Vice Chair Eldridge made a motion, seconded by Secretary Sutphen to grant approval of the Architectural Permit with the condition that the windows be replaced with wood sash metal clad windows and the plans show a functioning laundry space within the residence. The Board voted 5-0 to approve the motion.

Motion passed.

- D. Architectural Permit (AP) and Coastal Development Permit (CDP) 23-0061 for 121 10th Street (APN 006-218-009)

Zoning District/General Plan Designation: R-3-PGR / HDR (19.8 du/ac)

Coastal Zone: Yes

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Architectural Review Board recommend approval of AP/CDP 23-0061 to the Planning Commission, subject to findings, conditions of approval, and a Class 1 CEQA categorical exemption.

Reference: Garrett McCown, Assistant Planner

Garrett McCown, Assistant Planner introduced the project.

The Chair opened the allowed to the architect, Anatoly Ostretsov to speak to the project.

The Chair opened the floor to public comment:

Richard Moore, Inge Lorentzen Daumer, Lisa Ciani, Linda Horne, Charles Huff and the owner of the property, Krimson Coast , LLC spoke.

The Chair closed public comment.

Chair Boyle made a motion, seconded by Vice Chair Eldridge to continue the project to the August 8, 2023, ARB meeting with new plans reducing the 2nd floor massing and to bring the north and south side yards inward. The Board voted 5-0 to approve the motion.

Motion passed.

8. CONTINUED AND ONGOING BUSINESS

9. NEW BUSINESS

10. PRESENTATIONS

11. NEXT MEETING - July 11, 2023

12. ADJOURNMENT: 6:05



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Diana Godwin, Library Manager
MEETING DATE: July 19, 2023
SUBJECT: Library Advisory Board Minutes: May 8, 2023
CEQA: Does not constitute a “Project” per California Environmental Quality Act
Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

LAB Minutes

LIBRARY ADVISORY BOARD

REGULAR MEETING

Monday, May 8, 2023, 4:00 P.M.

**City Council Chambers, City Hall
300 Forest Avenue, Pacific Grove, CA 93950**

MINUTES

CALL TO ORDER/ROLL CALL-4:00 pm. Attending: Library Director Diana Godwin, Board members Carla Nielson, Tama Olver, Mary Ann Whitten, Alycia Perez, Aparna Sreenivasan; Mayor Bill Peake and City Council Liaison Lori McDonnell. Absent: None
Member of the Public: Inge Lorentzen Daumer

The meeting was called to order and conducted by Vice Chair Mary Ann Whitten, who announced that she will be leaving the area and will be unable to continue her role as a member of the Board. Mayor Peake will appoint a new board member.

Whitten asked newly appointed member Aparna to introduce herself. She noted that she is a Professor of Genetics at CSUMB, has two children in Pacific Grove schools and helped start Bayview Academy, a charter school in Monterey. Aparna, who has actively supported the community, is looking forward to helping expand the reach of library services.

1. ELECTION OF BOARD OFFICERS

A. Whitten presented a slate of officers: Tama Olver, Chair; Carla Nielson, Secretary; and Alycia Perez, Vice-Chair. Approval was moved, seconded, and approved unanimously: Whitten/Perez 5/0/0.

B. Whitten reviewed responsibilities of board members according to the city charter and regarding compliance with the Brown Act. She recommended that board members review the City Manager's report and Board Handbook.

2. APPROVAL OF AGENDA Motion to approve the agenda for the 5/8/23 meeting. Olver/Sreenivasan. Passed unanimously 5/0/0.

3. COMMISSION AND STAFF ANNOUNCEMENTS Library Director Godwin noted:

- A. Staffing-Hired Megann Bispo 30 hr Library Clerk, Elinda Hardy on-call Library Clerk (Both from MPL)
 - B. Children's Programs-Regular programs are well attended. Partnership with Robert Down involving crafts and collaboration with the museum, present "Rainmakers", 4/24. Summer Reading Program starts June 7th, with 8 weekly programs-Film to be chosen by the children, Bats, Birds, Fratello Marionettes and more. Flyers and calendar to be available soon.
 - C. Teen Programs-Bookmarks 4/18, Preparations for SRP, Teen Origami May 9, Teen Open Mike and cookie decorating June 27.
 - D. Gallery-Padre Trails Camera Club show, April 14 reception, four photos purchased, Sea Scribes going up July 1, reception July 7, 5:30-7 pm.
 - E. Poet's Perch-May 5-Lee Herrick, Palenke-June 22, Jewel Park. Monterey County Youth Poet Laureate winner and runners up in July.
 - F. Events-No adult events until August/September
 - G. Youth Ambassadors-New group to start April 1. Teen Tech is covered until the end of school, May 23 by PGHS senior, Percy. Former YA Caitlyn Botes will be working with LAB next school year to provide a teen voice.
 - H. MOVE-SignWorks will receive vehicle once fabricated. We're discussing design. The image of purple carpet, (as on library card), with logos above is preferred.
 - I. Fall Series-Theme to be "Ourselves We Sing", a call and response with Walt Whitman and our understanding of our American democracy.
 - J. F&F-Book sale netted \$971 on Saturday, May 6, during Good Old Days. \$600 in the last two weeks. Dine Out With Friends, May 31, Pacific Thai, lunch and dinner.
4. **COUNCIL LIAISON ANNOUNCEMENTS-McDonnell**
Expressed thanks to Whitten for her service and to Olver for her minutes.
Noted that the city council: Has approved goals including operational goals for the Library. Approval of a new consultant for development of the housing element of the General Plan is pending.
5. **PUBLIC COMMENT**
Member of the public Lorentzen Daumer noted that compliance with policy might suggest that the meeting be chaired by Olver once she was elected Chair.
6. **APPROVAL OF THE MINUTES**
Nielson/Perez 4/0/1 with Sreenivasan abstaining as she was not present.
7. **UNFINISHED AND ONGOING BUSINESS**
Non-monetary donations – Olver volunteered to serve as a subcommittee of one to develop a proposal for recognizing non-monetary contributions, such as long-term service, to the Library

Art Collection – Christine Crozier reported on criteria for deaccessioning certain pieces of art donated to the Library. Specifically if the artist and donor are unknown, she has recommended that they be deaccessioned using a process similar to deaccessioning a book. The Library is accepting new donations only with a process that begins with a request to donate. Member of the public Lorentzen Daumer suggested that the public might be able to help identify items. A list will be made public. Perez will serve on a subcommittee to complete the deaccessioning process.

Expanding the reach of the Board – Perez agreed to serve on a subcommittee to explore options.

8. NEW BUSINESS

Mission Statement – Sreenivasan and Perez agreed to serve on a subcommittee to review the mission.

Communication, Outreach, and Community Involvement – Nielson and Sreenivasan agreed to serve on a subcommittee to explore ideas such as providing conversation groups to support Adult School ESL learners. Member of the public Lorentzen Daumer suggested working with the Youth Ambassador liaison to the Library.

Frequency of meetings – Whitten noted a suggestion that the board meet more frequently. Godwin noted that the City Manager had asked that some boards meet bi-monthly in order to manage the investment of staff time. It was suggested that subcommittee meetings alternate with board meetings. No action was taken on meeting frequency.

Future agendas-A proposal was made to restore a past practice of presentations by a staff member at board meetings toward meeting the need of board members to understand Library programs and operations.

Meeting adjourned at 4:54. Next meeting July 10.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Leticia Livian, Human Resources Director
MEETING DATE: July 19, 2023
SUBJECT: First reading amending ordinance 23-008, City Salary Classification Schedule (POA)
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold a first reading of an ordinance to amend ordinance 23-008, salary classification schedule and approve the amendment; and
4. Direct that a summary of a proposed ordinance be published as approved by the City Attorney.

DISCUSSION

On July 5, 2023, City Council approved an ordinance to amend the salary schedule for POA classifications. An administrative error has been identified on the ordinance (and corresponding agenda report). A correction to the ordinance must be amended by ordinance.

The administrative error incorrectly listed the hourly pay rate for police officer at the 7th step of the salary range as \$60.02, the correct amount is \$60.62. Below is the correct salary range for police officer.

City Of Pacific Grove
Salary Schedule - Police Officer Hourly Rate

Hourly Rate Listed on Ordinance #23-008	Police Officer	46.33	48.65	51.08	53.63	56.32	58.43	60.02
Amended Hourly Rate	Police Officer	46.33	48.65	51.08	53.63	56.32	58.43	60.62

OPTIONS

Provide alternative direction to staff.

FINANCIAL IMPACT:

N/A - Administrative correction

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Ordinance

ORDINANCE NO. 23-_____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING ORDINANCE NUMBER 23-008, CLASSIFICATION SCHEDULE
FOR POLICE SERGEANT AND POLICE OFFICER**

Findings

1. On June 21, 2023, a first reading on Ordinance 23-008 (“Ordinance”) amending the salary classification schedule for police officer and police sergeant was held and the Ordinance was introduced; and
2. On July 5, 2023, a second reading on the Ordinance amending the salary classification schedule for police officer and police sergeant was held and the Ordinance was introduced; and
3. An administrative error was identified after the second reading of the Ordinance and correction to the administrative error on an ordinance must be corrected by ordinance; and
4. The administrative error is that Ordinance #23-008 incorrectly listed the hourly pay rate for police officer at step 7G of the salary range as \$60.02, the correct amount is \$60.62; and
5. The corrected wage of \$60.62 will be retroactive to 7/9/2023; and
6. Amendment to the classification plan must be adopted by the City Council pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280; and
7. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. Enactment of this ordinance to amend the Ordinance does not constitute a “project” as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment pursuant Section 15378.

Ordinance

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

SECTION 1. The foregoing findings of the City Council are incorporated into this Ordinance as if set forth in full.

SECTION 2. Upon review, it has been determined the hourly pay rate for police officer at step 7G of the salary range shall be listed as \$60.62 and shall be revised as illustrated below.

**City Of Pacific Grove
Amended Salary Schedule – Police Officer**

Eff.	Classification	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G
July 9, 2023	516-001 Police Officer	46.33	48.65	51.08	53.63	56.32	58.43	60.62

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

SECTION 4. In accord with Article 15 of the City Charter, this ordinance shall become effective 30 days after the second reading of this ordinance.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
this ____ day of _____, 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: Dara Sanders, Contract Planner and Anastacia Wyatt, Community Development Director
MEETING DATE: July 19, 2023
SUBJECT: Accessory Dwelling Unit (ADU) Ordinance Amendment *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Statutory Exemption, CEQA Guidelines 15282(h) - Adoption Regarding Second Units in a Single or Multi Family Residential Zone

RECOMMENDATION

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 23.80 Accessory Dwelling Units approving the proposed zoning text amendment; and
4. Direct the publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

In 2017, The California State Legislature created a statewide regulatory framework for Accessory Dwelling Units (ADUs), which prompted local jurisdictions to adopt changes to the regulations and processes at the local level. The City of Pacific Grove subsequently amended its zoning code to integrate the State's ADU regulations. The Legislature adopted changes to the statewide regulations in 2022 related to the planning and permitting of ADUs, including AB 2221 and SB 897.

As a result of these statewide updates, the City's current ADU ordinance is out of compliance with State law. While the City currently applies the State's requirements for ADUs, the inconsistencies between the State's requirements and the City's requirements create confusion, especially for private property owners interested in constructing an ADU. City staff have prepared a zoning text amendment (ZTA) to the City's ADU ordinance to align with State law.

State Regulatory Changes for ADUs

These laws are AB 2221 and SB 897, and they took effect on January 1, 2023. The changes made in the new legislation are summarized below.

ADU Height. Local agencies must allow ADUs taller than 16 feet in certain circumstances. An 18-foot detached ADU must be allowed if the structure is within ½ mile of a major transit stop or high-quality transit corridor, or if the property has an existing multifamily, multi-story dwelling. For consistency in

application, staff is recommending that the 18-foot height limit be applied to detached ADUs citywide. A 25-foot ADU must be allowed if the ADU is attached to the primary dwelling, unless the allowed height limit for the primary dwelling is lower than 25 feet. Currently, all zoning districts in the City permitting residential units allow a primary residence to be at least 25 feet in height.

Front Setback. Front setbacks now fall under statewide exemption as a zoning requirement that cannot be enforced if they prevent an ADU of at least 800 square feet from being built. In these situations, ADUs are permitted to be located in the front setback of a residential property.

Procedure. If an ADU application is denied, the City is now required to provide the applicant with a "full set of comments" listing the specific items that are "defective or deficient." These comments must also describe "how the application can be remedied" by the applicant. In other words, the City is obligated to present the applicant with the information needed and options available to obtain approval for their ADU project.

Another new State requirement pertains to demolition permits associated with the construction or conversion of a structure to an ADU. Some local jurisdictions have required a two-step process for ADU projects requiring a demolition permit. For example, any required demolition permit must be first reviewed and approved before a property owner can obtain a building permit for constructing a new dwelling. The application of a two-step process is no longer permitted in any jurisdiction, and the City is required by State law to process, review, and act on a demolition application and an ADU application concurrently.

Lastly, cities cannot deny an application to create an ADU solely because corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the property that do not present a threat to public health and safety and are not affected by the construction of the ADU. This does not insulate the property owner from having to come into compliance where other projects unrelated to an ADU application are concerned.

Objective Standards. The Legislature has now inserted an express definition into the ADU law: An "objective" standard is a standard that involves "no personal or subjective judgment by a public official" and that is "uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal."

Proposed ADU Zoning Text Amendment

Staff has prepared several zoning text amendments (ZTA) that are intended primarily to align local ADU regulations with the State's regulations. Minor amendments are also proposed to resolve previous wording and scrivener's errors, as well as those intended to better organize ADU requirements. Staff's markups to the ADU ordinance are shown in Attachment A with deletions shown in strike through (~~text~~) and additions or changes shown in bolded, underlined, italics (***text***). A summary and explanation of each proposed ZTA is provided in the chart below.

Code Section	Amendment Summary	Purpose/Reason
23.80.030 "Definitions		
Accessory Dwelling Unit	Update the definition to strike provision requirements (eating, cooking, sanitation, etc.) and reference Manufactured Home definition	This amendment to the definition of ADU is necessary to align with State law.

Objective Standards	Add a definition for “objective standards”	Because only objective standards can regulate the placement and design of ADUs, staff recommends including the State’s definition of objective standards.
Permitting Agency	Add a definition for “permitting agency”	This amendment would adopt the State’s definition of permitting agency for clarity.
Attached	Add a definition for “attached”	We currently do not define what conditions constitute an attached dwelling or structure. This would provide direct to Planning and Building staff for determining which ADU regulations (attached vs. detached) apply to a proposal.
23.80.040 “Approvals”		
(a) Ministerial Approval	Strike (a)(2)(C) related limitations on expansions of existing ADUs	This expansion limitation on an ADU created within an existing accessory structure violates State law.
	Add a new subsection (a)(3)(C) related to the height of an attached ADU on a single-family lot	This new section references another section within the ADU ordinance, which reflects the State’s ADU height regulations.
	Amend (a)(4)(A) to require a 4-ft side and rear setback	This amendment requires a greater setback that is aligned with State law.
	Amend (a)(4)(C) to reference height limitations listed in 23.80.060	This new section references another section within the ADU ordinance, which reflects the State’s ADU height regulations.
	Amend (a)(6) related to applicability to include proposed multi-family dwellings	This amendment specifies applicability to both existing and proposed multifamily developments that include ADUs.
	Amend (a)(6)(A) to require a 4-foot side and rear setback	This amendment requires a greater setback that is aligned with State law.
	Add new subsections allowing ADUs in the front setback.	State law now permits an ADU to encroach into a front setback if there is insufficient area at the side or rear of a home to construct an ADU of up to 800 square feet.

	Add a new subsection (B) prohibiting the requirement to modify an existing nonconforming structure as a condition of approval for an ADU, and reorder subsequent sections	This section clarifies and codifies State law prohibiting conditions of approval for ministerial ADU projects on properties containing nonconforming buildings.
	Add a new subsection (C) to reference height limitations listed in 23.80.060	This new section references another section within the ADU ordinance, which reflects the State's ADU height regulations.
(b) Process and Timing	Add a new subsection (3) to adopt a procedural requirement for ADU and JADU applications denied by the City	In accordance with new State law, this section requires that, when denying an application, staff provide a full set of written comments to include a list of application deficiencies and ways to remedy the deficiencies.
	Add a new subsection (4) clarifying the procedural requirements for ADU and JADU applications requiring demolition of a detached garage	In accordance with State law, this new procedure requires that the City review an ADU application and associated demolition permit application concurrently instead of sequentially.
	Add a new subsection (5) exempting garage demolition (associated with the above subsection) from written notice and placard requirements.	In accordance with State law, this new procedure prohibits a requirement for notice of a demolition application associated with the construction of an ADU, unless the property is located within an architecturally or historically significant historic district.
23.80.050 "General ADU and JADU requirements"		
	Clarify in subsection (b) that the construction of an ADU cannot require installation of a fire sprinkler system in an existing primary dwelling (the main house)	In accordance with State law, this section limits the City from requiring that the main house on the property with a proposed ADU be retrofitted to install sprinklers. This does not restrict the City from requiring the ADU to install a sprinkler system when building code requires it.
	Amend the existing requirement in subsection (e) to reference a "wastewater treatment system"	The current requirement references a "water treatment system", which is not the appropriate term for sewer-related capture and treatment. This was likely a

		scrivener's error.
	Strike "or JADU" from subsection (f)	This would require that only ADUs are required to have a separate address from the main dwelling(s) on the property.
23.80.060 "Specific ADU and JADU requirements"		
(a) Size	Amend (a)(1) to specify distinct maximum floor areas for detached ADUs and attached ADUs	This amendment aligns the City's requirements with State law, and it specifies a maximum square footage for a detached ADU (1,200 sq.ft.) and for an attached ADU (no more than 50% of the existing home).
(b) Height	Strike and replace (1) and (2) to establish distinct height limitations for attached and detached ADUs and limit them to 2 stories.	This amendment aligns the City's requirements with State law pertaining to ADU height.
(d) Parking	Amend (3) to specify that off-street parking is not required for a JADU	This amendment aligns the City's requirements with State law.
(e) Architectural Requirements	Strike (e) pertaining to architectural requirements	The State requires that all standards pertaining to the design of an ADU or a JADU must meet the State's definition for objective standards. This subsection for "architectural requirements" does not meet the State's definition and is not enforceable. Staff recommends striking this section until objective standards can be prepared, vetted, and adopted. Additional discussion is provided under "Objective Standards" of this staff report.
(f) Historical Protections	Strike the subsection pertaining to Historical Protections.	The State requires that all standards pertaining to the design and placement of an ADU or a JADU, including those pertaining to historic protections and compatibility, must meet the State's definition for objective standards. The City does not have objective historic standards at this time that can be enforced through historic review. Staff recommends striking this

		section until objective standards can be prepared, vetted, and adopted. Additional discussion is provided under “Objective Standards” of this staff report.
(g) Tree Removal and Pruning	Strike subsections (1)-(3)	Pursuant to State law, these are not enforceable, as it is not an objective standard and tree preservation cannot impede or impact the placement or size of an ADU or JADU.
23.80.070 “Fees and charges”		
(b) Utility Fees	Break the applicable utility fees into subsection (1) and (2), and reword the prohibition of a connection fee or capacity charge for clarity.	This is a non-substantive amendment that reorganizes the utility fees section.
23.80.080 “Nonconforming ADUs and discretionary approval.		

Objective Standards

Staff recommends striking language pertaining to architectural review and historic review at this time only because the City of Pacific Grove does not have architectural review or historic protections that meet the State’s definition for “objective standards”. Because the architectural review and historic protections provisions of the existing ADU ordinance do not meet the State’s definition of “objective standards”, these sections as they are currently written are not enforceable. The City will not lose oversight over the design of ADUs by striking these sections, and retaining these sections in the updated ADU ordinance would not allow for enforcement at the staff- or committee/commission-level; instead, retaining these sections could render the City’s local ordinance null and void for non-compliance.

The City also has an obligation to comply with state law and to prepare and submit a compliant housing element. Pacific Grove has been meeting our previous Regional Housing Needs Allocation (RHNA) through ADU construction, and we anticipate that ADU construction will be included in the updated Housing Element (currently being drafted) as a means of meeting our current RHNA. As a result, staff is concerned that adopting a non-compliant ADU ordinance could impact the State’s certification of Pacific Grove’s updated Housing Element, which could result in undesirable consequences and penalties including (builders remedy, ineligibility for State grants, etc.).

Staff recognizes and supports the importance of design and historic integrity to the community and to achieving the City’s goals and policies. We also recognize the importance of reducing risk to the City through compliance with State law. Staff is in the process of securing a consultant to prepare State-compliant objective design and development standards for residential development in Pacific Grove, including ADUs. The drafting of these standards will include a robust public input process for community stakeholders to participate in identifying the design and development priorities for residential development.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered these amendments to the City’s ADU Ordinance during their regularly scheduled meeting on May 11, 2023, and voted unanimously to forward the proposal to the

City Council with a recommendation for approval.

Prior to voting on the item, the Planning Commission discussed the following topics:

Coastal Zone. Commissioners asked how this ordinance would impact accessory dwelling units in the Coastal Zone. Staff has attached a memo from John Ainsworth, Executive Director of the California Coastal Commission (CCC), regarding implementation of new ADU laws in the coastal zone. To summarize this memo, local governments must still abide by the requirements of their Local Coastal Programs (LCP) with regard to coastal resource protection, and the CCC recommends that local jurisdictions update their LPCs with Junior ADU and ADU provisions to align with State law. Because the City may amend its LCP only three times per year, staff recommends that the City initiate comprehensive updates to the LCP once objective design standards for ADUs are adopted.

Tree protection and preservation. Because the current subjective provisions with regard to tree preservation and pruning are proposed to be stricken from the current ADU ordinance, the Planning Commission requested that tree protection be considered for inclusion in objective standards and that staff encourage these activities to continue when processing ADU applications.

GOAL ALIGNMENT:

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

OPTIONS

The City Council's options include the following:

1. Approve the Planning Commission's recommendation to approve these amendments to the Accessory Dwelling Unit ordinance.
2. Approve the Accessory Dwelling Unit ordinance with changes; or
3. Continue the item to a later date.

FINANCIAL IMPACT:

Amending the ADU ordinance will not have an impact on the General Fund.

FOCUSED PRIORITY AREA: Affordable Housing

Attachments

ADU Draft Ordinance

Coastal Commission ADU Memo

Chapter 23.80

ACCESSORY DWELLING UNITS

- 23.80.010 Purpose and intent.
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23.80.010 Purpose and intent.

The purpose of this chapter is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code Sections 65852.2 and 65852.22, as may be amended.

23.80.020 Effect of nonconforming.

An ADU or JADU that conforms to the standards in this chapter will not be:

- (a) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.
- (b) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- (c) Considered in the application of any local ordinance, policy, or program to limit residential growth.
- (d) Required to correct a nonconforming zoning condition, as defined in PGMC 23.80.030. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

23.80.030 Definitions.

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

- (a) "Accessory Dwelling Unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities ~~and permanent provisions for living, sleeping, eating, cooking, sanitation, and connection to utilities~~ for one or more persons and is located on a lot with a proposed or existing primary residence or multi-family residences and may include the following:
 - (1) Detached: the unit is separated from the primary structure or structures.
 - (2) Attached: the unit is attached to the primary structure.
 - (3) Converted Existing Space: space (e.g. bedroom, attached garage, storage area, or an accessory structure) on the lot of primary residence(s) that is

converted into an independent living unit.

- (4) Junior Accessory Dwelling Unit (JADU): A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence.
- (5) Manufactured Home, **as defined in Section 18007 of the Health and Safety Code.**
- (6) Efficiency Unit.
- (b) “Accessory structure” means a building or structure that is incidental to that of the main building on the same lot.
- (c) **“Attached” means a building which has at least part of a wall in common with another building, or which is connected to another building by a roof.**
- (d) “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- (e) “Efficiency Unit” means a unit that includes each of the following:
 - (1) Compliance with Section 17958.1 Health & Safety Code, as may be amended.
 - (2) A food preparation counter or counters that are adequate for the unit. ~~and~~
 - (3) Food storage cabinets that are adequate for the unit.
- (f) “Junior accessory dwelling unit” or “JADU” means a residential unit that:
 - (1) Is no more than 500 square feet in size.
 - (2) Is contained entirely within an existing or proposed single-family structure.
 - (3) Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure. ~~and~~
 - (4) Includes an efficiency unit, as defined in this chapter.
- (g) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (h) “Manufactured Home” means a unit as defined by Section 18007 of the California Health and Safety Code, as may be amended.
- (i) “Ministerial approval” means approval related to a building permit that does

not require discretionary action or a hearing.

- (j) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (k) **“Objective standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.**
- (l) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (m) **“Permitting agency” means any entity that is involved in the review of a permit for an ADU or JADU and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.**
- (n) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (o) “Public transit” means a fixed-route (bus stop or other transit stop) transportation that charges set fees, runs on fixed routes, and is available to the public.
- (p) “Tandem parking” means two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

23.80.040 Approvals

The following approvals apply to ADUs and JADUs under this section:

- (a) Ministerial Approval. An ADU or JADU which complies with each of the general requirements in PGMC 23.80.050 is allowed with a building permit and shall not require discretionary planning approval. The ADU/JADU project shall be reviewed in a ministerial and administrative manner, limited to only considering the project’s compliance with the applicable objective standards.
 - (1) One ADU and one JADU on a lot with a proposed or existing single-family dwelling.
 - (2) Converted on a Single-family Lot:
 - (A) Created within the existing space of an accessory structure.
 - (B) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building codes.
 - ~~(C) An ADU created within an existing accessory structure may expand an additional 150 sq. ft. if expansion is limited to accommodating ingress~~

~~and egress only.~~

(3) Attached ADU on Single-Family Lot:

(A) Shall not exceed 50% of the square footage of proposed or existing building, or 1,000 sq. ft., whichever is greater.

(B) Setbacks same as (2)(B) above.

(C) May be located at the front of the lot or in the front setback if sufficient area for an ADU up to 800 square feet does not exist at the rear or side of the primary dwelling unit.

(D) The height limitation as provided in PGMC 23.80.060.

(4) Detached on Single-Family Lot.

(A) The side and rear yard setbacks are at least three feet.

(B) May be located at the front of the lot or in the front setback if sufficient area for an ADU up to 800 square feet does not exist at the rear or side of the primary dwelling unit.

(C) The total maximum floor area is up to 1,200 square feet. ~~And~~

(D) The ~~peak height above grade is 16 feet or less.~~ **height limitation as provided in PGMC 23.80.060.**

(5) Converted on Multifamily Lot. Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, or up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this subsection.

(6) Detached on Multi-family Lot. No more than two detached ADUs on a lot that has an existing **or proposed** multifamily dwelling if each detached ADU satisfies the following limitations:

(A) The side and rear yard setbacks are at least three feet. ~~(corner and exterior setbacks for the zoning district apply); and~~

(B) If the existing multifamily dwelling has a rear or side setback of less than three feet, the City shall not require any modification of the existing multifamily dwelling as a condition of approving the

application to construct an ADU.

(C) May be located at the front of the lot or in the front setback if sufficient area for an ADU up to 800 square feet does not exist at the rear or side of the primary dwelling unit.

(D) The height limitation as provided in PGMC 23.80.060.

(E) The total floor area is 1,200 square feet or smaller.

(7) Junior Accessory Dwelling Unit (JADU):

(A) Constructed entirely within an existing or proposed single-family structure.

(B) Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

(C) Includes an efficiency unit as defined in this chapter.

(b) Process and Timing.

(1) An ADU or JADU permit is considered and approved ministerially, without discretionary review or a hearing, if it meets the minimum standards above.

(2) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:

(A) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay. ~~or~~

(B) In the case of a JADU and the application to create a JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the JADU will be considered ministerially without discretionary review or a hearing.

(3) If an application for an ADU or JADU is denied, the City shall, within the time period previously described, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(4) A demolition permit for a detached garage that is to be replaced with an ADU must be reviewed with the application for the ADU and issued at the same time.

- (5) *The applicant shall not be otherwise required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU, unless the property is located within an architecturally and historically significant historic district.*

23.80.050 General ADU and JADU requirements

The following requirements apply to all ADUs and JADUs that are approved under PGMC 23.80.040(a):

- (a) Zoning. An ADU or JADU subject only to a building permit under PGMC 23.80.040(a) may be created on a lot in any zone that allows residential uses.
- (b) Fire Sprinklers. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence. *The construction of the ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.*
- (c) Rental Term. An ADU or JADU may be rented under the following conditions:
 - (1) No ADU or JADU may be rented for a term less than 30 days, and
 - (2) JADU – owner must reside in either the primary residence or the JADU per Government Code 65852.22, Subd. (a)(2), as may be amended.
- (d) No Separate Conveyance. No ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot) unless allowed by Gov. Code, § 65852.26 (Qualified nonprofit corporation conveyance).
- (e) Septic System. If the ADU or JADU will connect to an on-site wastewater-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (f) Each ADU ~~or JADU~~ shall have a separate address from the single or multi-family dwelling on the property.
- (g) Each ADU or JADU shall have a separate exterior access independent of the existing or proposed single or multi-family dwelling.

23.80.060 Specific ADU and JADU requirements.

- (a) Size.
 - (1) The total maximum floor area *for a detached ADU* may be up to 1,200 square

feet. *The total floor area of an attached ADU shall not exceed 50 percent of the existing primary dwelling.*

(2) The minimum size is 150 square feet to include efficiency unit.

(3) A JADU shall not exceed 500 square feet.

(b) Height.

~~(1) A single-story, attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.~~

~~(2) A second-story or two-story attached ADU addition may be permitted subject to an architectural permit and may not exceed the height of the zoning district.~~

(1) *A detached ADU on a lot within one-half mile walking distance of a major transit stop or high-quality transit corridor may be up to 18 feet in height, with an allowance of an additional two feet to accommodate a roof pitch aligned with the primary dwelling.*

(2) *A detached ADU on a lot with an existing or proposed dwelling may be up to 18 feet in height.*

(3) *An attached ADU may be up to 25 feet in height or two stories, whichever is less.*

(c) Passageway. No passageway, as defined in PGMC 23.80.030, is required for an ADU.

(d) Parking.

(1) Generally. Off-street parking is not required for an ADU located within one-half mile walking distance of public transit. If a property is not within one-half mile walking distance to a transit stop, one off-street parking space shall be provided and may be located in setback areas or as tandem parking, as defined in PGMC 23.80.030.

(2) ~~No Replacement.~~ When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(3) No off-street parking is required for a JADU.

~~(e) Architectural Requirements.~~

~~(1) Where the development of an ADU includes exterior alterations, additions, or construction of new structure, the ADU may, where feasible, incorporate the~~

~~same or similar architectural features, building materials, including window style and materials, and roof slopes as the main dwelling unit or dwellings located on the subject property.~~

~~(f) Historical Protections. Historic review shall be required for properties listed on the California Register of Historic Resources.~~

(g) Tree Removal and Pruning. Tree permits for the removal and/or pruning of permit trees shall be required per PGMC Title 12, but shall in no way prohibit the development of a minimum 1,200 sq. ft. ADU.

~~(1) Applicants are encouraged to locate and design ADU and/or JADU additions so that the retention of native trees (Gowen cypress, Coast live oak, Monterey cypress, Shore pine, Torrey pine, and Monterey pine) can be accommodated whenever possible.~~

~~(2) All trees in or within 100 yards of designated Monarch sanctuaries. (Pruning and removal of trees within the Monarch sanctuaries is prohibited between October 1 and May 1).~~

~~(3) A Coastal Development Permit (CDP) may be required for tree removal in the Coastal zone.~~

23.80.070 Fees and charges.

(a) Impact Fees.

(1) No impact fee is required for an ADU or JADU that is less than 750 square feet in size.

(2) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

(b) Utility Fees.

(1) Converted ADUs and JADUs on a single-family lot, created under PGMC 23.80.040(a)(1), are not required to have a new or separate utility connection directly between the ADU or JADU and the utility.

(2) Nor is a A connection fee or capacity charge is not required unless the ADU or JADU is constructed with a new single-family ~~home~~ dwelling.

23.80.080 Nonconforming ADUs and discretionary approval.

Any proposed ADU or JADU that does not conform to the objective standards set forth in this chapter may be allowed by the city with a use permit, in accordance with the other provisions of this title.

The local agency shall not deny an application for a permit to create an ADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU.

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To: Planning Directors of Coastal Cities and Counties
From: John Ainsworth, Executive Director, California Coastal Commission
Date: January 21, 2022

RE: Updates Regarding the Implementation of New ADU Laws

I. Introduction

California's ongoing housing crisis continues to exacerbate housing inequity and affordability, especially in the coastal zone. To address this critical issue, the state Legislature has enacted a number of laws in the last several years that are designed to reduce barriers to providing housing and to encourage construction of additional housing units in appropriate locations. To this end, the 2019 legislative session resulted in a series of changes to state housing laws that facilitate the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), which can help provide additional housing units that can be more affordable than other forms of market rate housing. Importantly, the changes did not modify existing provisions of state housing law that explicitly recognize that local governments must still abide by the requirements of the Coastal Act, and by extension, Local Coastal Programs (LCPs). Thus, provisions on coastal resource protection must be incorporated into the planning and development process, and into updated LCP J/ADU requirements, when considering J/ADUs in the coastal zone.

The Coastal Commission strongly encourages local governments to update their LCPs with J/ADU provisions in a manner that harmonizes the State's housing laws with the Coastal Act. Doing so would protect the State's coastal resources while also reducing barriers to constructing J/ADUs and helping to promote more affordable coastal housing.

The Coastal Commission has previously circulated three memos to assist local governments with understanding how to carry out their Coastal Act obligations while also implementing state requirements regarding the regulation of J/ADUs. These memos have raised some questions for local governments, including the manner in which they are to be understood together. In order to address this issue, and to reflect lessons learned regarding J/ADU regulation in the coastal zone in the past few years, this updated memo supersedes and replaces these prior memos. This updated memo also elaborates on the changes to state housing laws that went into effect on January 1, 2020 and provides further information to help local governments harmonize these laws with the Coastal Act. This memo will briefly discuss the authority that the Coastal Act grants the Commission and local governments over housing in the coastal zone, new legislation regarding J/ADUs, how local governments can streamline J/ADU applications under the Coastal Act, and some key issues that should be considered when LCP amendments for J/ADU

provisions are undertaken. This memo is intended to provide general guidance for local governments with fully certified LCPs. The Coastal Commission is responsible for Coastal Act review of J/ADUs in most areas that are not subject to a fully certified LCP. Local governments that have questions about specific circumstances not addressed in this memo should contact the appropriate district office of the Commission.

II. Coastal Act Authority Regarding Housing in the Coastal Zone

The Coastal Act has a variety of provisions directly related to housing. Relevant here, the Coastal Act does not negate local government compliance with state and federal law “with respect to providing low- and moderate-income housing, replacement housing, relocation benefits, or any other obligation related to housing imposed by existing law or any other law hereafter enacted.” (Pub. Res. Code § 30007.) The Coastal Act also requires the Coastal Commission to encourage housing opportunities for low- and moderate-income households (Pub. Res. Code § 30604(f)) but states that “[n]o local coastal program shall be required to include housing policies and programs. (Pub. Res. Code § 30500.1.) Finally, new residential development must be “located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it” or in other areas where development will not have significant adverse effects on coastal resources. (Pub. Res. Code § 30250.)

While the Commission does not currently have the explicit authority to provide or protect affordable housing in the coastal zone, the Commission has continued to preserve existing density and affordable housing whenever possible, including by supporting and encouraging the creation of J/ADUs. The creation of new J/ADUs in existing residential areas is one of many strategies that aims to increase the housing stock, including creating additional housing units of a type and size that can be more affordable than other forms of housing in the coastal zone, in a way that may be able to avoid significant adverse impacts on coastal resources.

III. Overview of New Legislation

As of January 1, 2020, [AB 68](#), [AB 587](#), [AB 881](#), [AB 670](#), [AB 671](#), and [SB 13](#) collectively updated existing Government Code Sections 65852.2 and 65852.22 concerning local government review and approval of J/ADUs, and as of January 1, 2021, AB 3182 further updated the same laws, with the goal of increasing statewide availability of smaller, and potentially more affordable, housing units. Importantly, some of the changes affect local governments in the coastal zone and are summarized below.

- Local governments continue to have the discretion to adopt J/ADU provisions that are consistent with state law, and they may include specific requirements for protecting coastal resources and addressing issues such as design guidelines and protection of historic structures.
- Outside of an LCP context, existing or new J/ADU provisions that do not meet the requirements of the new legislation are null and void and will be substituted with the

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provisions of Section 65852.2(a) until the local government comes into compliance with new provisions. (Gov. Code § 65852.2(a)(4).) However, existing J/ADU provisions contained in certified LCPs are not superseded by Government Code Section 65852.2 and continue to apply to Coastal Development Permit (CDP) applications for J/ADUs until the LCP is modified. Coastal jurisdictions without any J/ADU provisions or with existing J/ADU provisions that were adopted prior to January 1, 2020 are encouraged to update their LCPs to comply with the State's new laws. Such new or updated LCP provisions need to ensure that new J/ADUs will protect coastal resources in the manner required by the Coastal Act and LCP, including, for example, by ensuring that new J/ADUs are not constructed in locations where they would require the construction of shoreline protective devices, in environmentally sensitive habitat areas and wetlands, or in areas where the J/ADU's structural stability may be compromised by bluff erosion, flooding, or wave uprush over the structure's lifetime.

- A major change to Section 65852.2 is that the California Department of Housing and Community Development (HCD) now has an oversight role to ensure that local J/ADU provisions are consistent with state law. If a local government adopts an ordinance that HCD deems to be non-compliant with state law, HCD can notify the Office of the Attorney General. (Gov. Code § 65852.2(h)(3).) To ensure a smooth process, local governments should submit their draft J/ADU provisions to HCD and Coastal Commission staff to review for housing law and Coastal Act consistency before they are adopted locally and should continue to foster a three-way dialogue regarding any potential issues identified. Additionally, Coastal Commission and HCD staff meet regularly to discuss and resolve any issues that arise in the development of J/ADU provisions in the coastal zone. The Commission continues to prioritize J/ADU LCP amendments, and some may qualify for streamlined review as minor or de minimis amendments. (Pub. Res. Code § 30514(d); 14 Cal. Code Regs. § 13554.)
- In non-coastal zone areas, local governments are required to provide rapid, ministerial approval or disapproval of applications for permits to create J/ADUs, regardless of whether the local government has adopted updated J/ADU provisions. (Gov. Code § 65852.2(a)(3).) In the coastal zone, CDPs are still necessary in most cases to comply with LCP requirements (see below); however, a local public hearing is not required, and local governments are encouraged to streamline J/ADU processes as much as feasible.

Other recent legislative changes clarify that local J/ADU provisions may not require a minimum lot size; owner occupancy of an ADU (though if there is an ADU and a JADU, one of them must be owner-occupied); fire sprinklers if such sprinklers are not required in the primary dwelling; a maximum square footage of less than 850 square feet for an ADU (or 1,000 square feet if the ADU contains more than one bedroom); and in some cases, off-street parking. Section 65852.2(a) lists additional mandates for local governments that choose to adopt a J/ADU

ordinance, all of which set the “maximum standards that local agencies shall use to evaluate a proposed [ADU] on a lot that includes a proposed or existing single-family dwelling.” (Gov. Code § 65852.2(a)(6).) As indicated above, in specific cases coastal resource considerations may negate some such requirements, but only when tied to a coastal resource impact that would not be allowed under the Coastal Act and/or the LCP. In recent LCP amendments, these types of considerations have most often arisen in terms of the off-street parking provisions (see below).

IV. General Guidance for Reviewing J/ADU Applications

The following section lays out the general permitting pathway in which local governments can process J/ADU applications in a manner that is consistent with Coastal Act requirements and LCP provisions.

1) Check prior CDP history for the site.

Determine whether a CDP or other form of Coastal Act/LCP authorization was previously issued for development of the site and whether that CDP and/or authorization limits, or requires a CDP or CDP amendment for, changes to the approved development or for future development or uses of the site. The applicant should contact the appropriate Coastal Commission district office if a Commission-issued CDP and/or authorization affects the applicant’s ability to apply for a J/ADU.

2) Determine whether the proposed J/ADU constitutes “development.”

As defined by the Coastal Act, development refers to both “the placement or erection of any solid material or structure” on land as well as any “change[s] in the density or intensity of use of land[.]” (Pub. Res. Code § 30106.) Most J/ADUs constitute development if they include, for example, new construction of a detached ADU, new construction of an attached J/ADU, or conversion of an existing, uninhabitable, attached or detached space to a J/ADU (such as a garage, storage area, basement, or mechanical room). The construction of new structures constitutes the “placement or erection of solid material,” and the conversion of existing, uninhabitable space would generally constitute a “change in the density or intensity of use.” Therefore, these activities would generally constitute development in the coastal zone that requires a CDP or other authorization. (Pub. Res. Code § 30600.)

Unlike new construction, the conversion of an existing, legally established habitable space to a J/ADU within an existing residence, without removal or replacement of major structural components (e.g., roofs, exterior walls, foundations, etc.), and which does not change the intensity of use of the structure, may not constitute development within the definition in the Coastal Act. An example of a repurposed, habitable space that may not constitute new development (and thus does not require Coastal Act or LCP authorization) is the conversion of an existing bedroom within a primary structure.

Previously circulated Commission J/ADU memos (being superseded and replaced by this memo) indicated that construction or conversion of a J/ADU contained within or directly attached to an existing single-family residence (SFR) may qualify as development that was exempt from the requirement to obtain a CDP. Specifically, the Coastal Act and the Commission's implementing regulations identify certain improvements to existing SFRs that are allowed to be exempted from CDP requirements (Pub. Res. Code § 30610(a); 14 Cal. Code Regs § 13250.) Although the Commission has previously certified some LCP amendments that permitted certain exemptions for such ADU development, in a recent action, the Commission reevaluated its position and found that "the creation of a self-contained living unit, in the form of an ADU, is not an 'improvement' to an existing SFR. Rather, it is the creation of a new residence. This is true regardless of whether the new ADU is attached to the existing SFR or is in a detached structure on the same property."¹ On this basis, and based on the finding that a variety of types of J/ADUs—including both attached and detached J/ADUs—could have coastal resource impacts that make exemptions inappropriate, it rejected the local government's proposed exemptions for certain J/ADUs. Local governments considering updating LCP J/ADU provisions should consider the Commission's recent stance regarding exemptions for ADUs and may work with Commission staff to determine the best way to proceed on this issue.

3) If the proposed J/ADU constitutes development, determine whether a CDP waiver or other type of expedited processing is appropriate.

If a local government's LCP includes a waiver provision, and the proposed J/ADU meets the criteria for a CDP waiver, the local government may issue a CDP waiver for the proposed J/ADU. The Commission has generally allowed a CDP waiver for proposed J/ADUs if the Executive Director determines that the proposed development is de minimis (i.e., it is development that has no potential for any individual or cumulative adverse effect on coastal resources and is consistent with all Chapter 3 policies of the Coastal Act). Such a finding can typically be made when the proposed J/ADU project has been sited, designed, and limited in such a way as to ensure any potential impacts to coastal resources are avoided (such as through habitat and/or hazards setbacks, provision of adequate off-street parking to ensure that public access to the coast is not impacted, etc.). (See Pub. Res. Code § 30624.7.) Projects that qualify for a CDP waiver typically allow for a reduced evaluation framework and streamlined approval.

Most, if not all, LCPs with CDP waiver provisions do not allow for waivers in areas where local CDP decisions are appealable to the Coastal Commission. There have been a variety of reasons for this in the past, including that the Commission's regulations require that local governments hold a public hearing for all applications for appealable development (14 Cal. Code Regs § 13566), and also that development in such areas tends to raise more coastal resource concerns and that waivers may therefore not be appropriate. However, under the state's J/ADU provisions, public hearings are not required for qualifying development.

¹ See Coastal Commission [staff report](#), pp. 16-17 (Commission acted on this item on December 17, 2021).

Because of this, the above-described public hearing issue would not be a concern, so it could be appropriate for LCPs to allow CDP waivers in both appealable and non-appealable areas at least related to this criterion. Local governments should consult with Commission staff should they consider proposing CDP waiver provisions in their LCP. Any LCP amendment applications that propose to allow waivers in appealable areas should ensure that there are appropriate procedures for notifying the public and the Commission regarding approvals of individual, appealable waivers (such as Final Local Action Notices) so that the proper appeal period can be set, and any appeals received are properly considered.

The Coastal Act also provides for other streamlined processing for certain types of development, including for minor development. (Pub. Res. Code § 30624.9.) In certain cases, categories of development can also be excluded from CDP requirements if certain criteria are met (see box). In any case, local governments without such CDP waiver and other processing and streamlining tools are encouraged to work with Commission staff to amend their LCP to include such measures.

Coastal Act section 30610(e) allows certain categories of development that are specified in Commission-approved Categorical Exclusion (Cat Ex) Orders to be excluded from CDP requirements, provided that the category of development has no potential for any significant adverse effect, either individually or cumulatively, on coastal resources. (See also 14 Cal. Code Regs §§ 13240 et seq.)

Cat Ex Orders apply to specific types of development within identified geographical locations. For example, the Commission may approve a Categorical Exclusion for J/ADUs that would normally require a CDP (i.e., it is defined as development) because that specific development type in that specific geographic area can be demonstrated to not result in individual and/or cumulative coastal resource impacts. Cat Ex Orders are prohibited from applying to: tide and submerged lands; beaches; lots immediately adjacent to the inland extent of any beach; lots immediately adjacent of the mean high tide line of the sea where there is no beach; and public trust lands.

Cat Ex Orders provide another potential means of streamlining J/ADU consideration, and interested local governments should consult with Commission staff if they intend to propose such an Order. Cat Ex Orders are processed separately from LCP amendments, require a 2/3 vote of the Commission to be approved, and are typically subject to conditions. Once approved, the local government is responsible for reviewing development that might be subject to the Cat Ex Order and is typically required to report any exclusions applied pursuant to the Order to the Commission for review by the Executive Director and for an appeal period before they can become effective. It is important to note that while Cat Ex Orders can be a powerful tool if approved, the Commission must be able to conclude that the specific category of development in a specific geographic area has no potential for any significant adverse coastal resources impacts in order to approve one. Thus, the local government pursuing a Cat Ex Order must provide supporting documentation and evidence that can conclusively show that to be the case.

4) If a full CDP is required, review CDP application for consistency with certified LCP requirements.

If a proposed J/ADU constitutes development and cannot be processed as a waiver or similar expedited Coastal Act approval authorized in the certified LCP, it requires a CDP. The CDP must be consistent with the requirements of the certified LCP and, where applicable, the public access and recreation policies of the Coastal Act. The local government must then provide the required public notice for any CDP applications for J/ADUs and process the application pursuant to LCP requirements, but should process it within the time limits contained in the ADU law, if feasible. However, local governments are not required to hold a public hearing on CDPs for ADUs. (Gov. Code § 65852.2(l).) Once the local government has issued a decision, it must send the required final local action notice to the appropriate district office of the Commission. If the CDP is appealable, a local government action to approve a CDP for the ADU may be appealed to the Coastal Commission. (Pub. Res. Code § 30603.)

V. Key Considerations

Per Government Code Section 65852.2, subd. (l), known as the Coastal Act Savings Clause, the State's new ADU requirements shall not be "construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976." There are a number of key issues that local governments should account for in order to ensure their LCP J/ADU provisions are consistent with the requirements in the Coastal Act. This section addresses some of the key issues that the Commission has dealt with recently, including public coastal access parking requirements and protection of sensitive habitats and visual qualities. Local governments are encouraged to contact their local Coastal Commission district office for further assistance.

Protection of public recreational access in relation to parking requirements

Government Code Section 65852.2 requirements regarding parking for J/ADUs are as follows:

- a. One parking space is required per unit or per bedroom, whichever is less. The parking space can be a tandem space in an existing driveway.
- b. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, no replacement parking space(s) are required.

However, Section 65852.2 further stipulates that the parking requirements listed above do not apply to ADUs constructed:

- a. Within ½ mile walking distance of public transportation stops/routes;
- b. Within a historic district;
- c. Within a primary residence or accessory structure;
- d. When on-street parking permits are required but not offered to the occupant of the ADU;

- e. And where a car-share vehicle is located within one block of the ADU.

Thus, the Government Code limits the circumstances when a local government can require a J/ADU project to address its parking needs onsite. This is a departure from most local government parking requirements which often explicitly specify the number of off-street parking spaces that must be provided onsite in any particular development, including residential development. The potential outcome is that private residential J/ADU parking needs can be shifted onto adjacent public streets. At the same time, the Coastal Act contains objectives and policies designed to protect and provide for maximum coastal access opportunities, which includes maintaining sufficient public coastal parking, including as implemented through LCP off-street parking provisions. The addition of J/ADUs may interfere with coastal public street parking availability if, for example, a garage is converted to a J/ADU and parking is not replaced onsite, in addition to the J/ADU parking demand itself. The Commission has often found that when private residential parking needs are not accommodated onsite, it can lead to increased use of on-street parking to address such needs, thereby reducing the availability of on-street parking to the general public. This may adversely affect public coastal access if it occurs in high visitor-serving areas and/or areas with significant public recreational access opportunities, and where on-street parking is heavily used. The result will be that the general public could be displaced from on-street parking by J/ADU parking needs, which may violate the Coastal Act's requirements to protect, provide, and maximize public coastal access and recreational opportunities. In many impacted coastal neighborhoods, development patterns over the years have not adequately accounted for off-street parking needs, and adding J/ADU parking to the mix will only exacerbate such public parking difficulties. Additionally, because general on-street parking is typically free or lower cost compared to other public parking facilities, J/ADU construction may also interfere with maintaining lower cost coastal access for all.

In order to avoid conflicts regarding parking requirements for J/ADUs as they may impact public access, local governments are encouraged to work with Commission staff to identify or map specific neighborhoods and locations where there is high visitor demand for public on-street parking needed for coastal access and to specify parking requirements for each such area that harmonizes Government Code requirements with the Coastal Act (and any applicable LCP policies). These maps can denote areas that supply important coastal public parking and access opportunities, and require that J/ADU development in these areas ensure that private residential parking needs are accommodated off-street. Importantly, such upfront LCP mapping and provisions allow the local government to address impacts to public access and parking supply without the need for a protracted, or even necessarily a discretionary, decision. The Commission has previously found that local governments may include specific off-street parking requirements for J/ADUs constructed in these locations and may also require maintenance of all off-street parking for the primary residence (see examples below). However, harmonizing the distinct priorities between the Coastal Act's protection of public coastal access and the J/ADU provisions on parking requirements will require a case-by-case consideration of the specific circumstances of each jurisdiction.

Protection of sensitive habitats and visual qualities; avoidance of hazards

While most J/ADU projects take place within established residential neighborhoods where potential coastal resource impacts are fairly limited, there can be cases where such projects may affect significant coastal resources, such as sensitive habitats and shorelines and beaches. As a general rule, LCPs include many provisions protecting such resources, and it is important that proposed J/ADU provisions are not structured to undo any such LCP protections that already apply. J/ADUs may need to be reviewed for specific siting and design standards, particularly in visually sensitive areas (such as the immediate shoreline, between the first public road and the sea, near LCP-designated scenic areas, etc.). Similarly, where sensitive habitat may be present, J/ADUs must be reviewed for impacts to such habitat, including with respect to fuel modification for defensible space. Additionally, local governments should include provisions for J/ADUs constructed in areas vulnerable to sea level rise and other coastal hazards which ensure not only that these structures will meet all LCP requirements for new development to be safe from such hazards, but that also addresses the need for future sea level rise adaptations (including future accommodation or removal, risk disclosure conditions on the J/ADU, and any other risk-related issues dealt with in the LCP).

VI. Examples of Recently Updated ADU Provisions in Certified LCPs

A number of local jurisdictions have recently updated their LCPs to include new J/ADU provisions. Coastal Commission staff reports are linked below, which summarize specific issues that arose between Coastal Act requirements and the new J/ADU provisions as well as the necessary changes that were made in order to harmonize each jurisdiction's LCP with the State's housing laws. The suggested modifications shown in the staff reports were all approved by the Coastal Commission.

[City of Santa Cruz \(approved May 2021\)](#). This LCP amendment included clarifying language to address which provisions of the new state housing laws applied to ADUs in the coastal zone of the City of Santa Cruz as well as ensuring that the coastal resource protection provisions of the City's current LCP are maintained. The amendment also addressed specific off-street parking requirements for ADUs sited near significant coastal visitor destinations. The City of Santa Cruz adopted the Commission's modifications in August 2021.

[City of Pacifica \(approved June 2021\)](#). This LCP amendment revised the City's Implementation Plan to incorporate J/ADU provisions that are in line with the updated state housing laws, including streamlined procedures for J/ADU review and permitting processing, providing J/ADU development standards, and crafting tailored modifications to address specific public access parking needs in key visitor destination areas. The City of Pacifica adopted the Commission's modifications in August 2021.

[County of San Mateo \(approved July 2021\)](#). This LCP amendment incorporated more specific ADU regulations relating to size limits, maximum number of J/ADUs permitted per lot, streamlined review and process of J/ADU permits, and parking availability in areas that are

significant coastal visitor destinations. The County of San Mateo adopted the Commission's modifications in September 2021.

[City of Encinitas \(approved August 2021\)](#). The Coastal Commission approved revisions to the City of Encinitas' Implementation Plan that updated existing definitions for ADUs and JADUs and clarified development standards for accessory units, including standards for size, height, and setbacks.

[City of Santa Barbara \(approved December 2021\)](#). The Coastal Commission approved Commission staff's revision of the City of Santa Barbara's LCP amendment submittal addressing updated ADU provisions to be consistent with state housing laws. The amendment revised J/ADU terms and definitions, building standards, parking requirements, and permitting review and processing procedures. The staff report included modifications that address the CDP exemption issue (discussed above).

This document was developed using federal financial assistance provided by the Coastal Zone Management Act, as amended, under award NA20NOS4190101, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author and do not necessarily reflect the views of the National Oceanic and Atmospheric Administration or the U.S. Department of Commerce.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Dara Sanders, Contract Planner and Ben Harvey, City Manager
MEETING DATE: July 19, 2023
SUBJECT: Requests for Proposals for a Coastal Wildlife Protection Program *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve the draft Requests for Proposals for finalization and publication.
2. Alternatively, discuss and take other action on this item.

DISCUSSION

BACKGROUND

In 2018, a Coastal Wildlife Protection Advisory Committee (CWPAC) was formed to advise the City Manager's Office and the City Council on coastal wildlife protection needs and opportunities in Pacific Grove. The committee collaborated with the Beautification and Natural Resources Commission (BNRC), as well as local agencies and organizations, to identify needs and opportunities to protect coastal wildlife and their habitats and to prepare programmatic and regulatory recommendations to implement these needs and opportunities.

The CWPAC and BNRC presented their recommendations to the City Council on November 3, 2021, and a City Council subcommittee was formed to further consider those recommendations and prepare recommended actions to ensure the CWPAC and BNRC recommendations are properly implemented. These recommendations include amendments to the City's Local Coastal Program and the use of Community Service Officers to provide wildlife protection and code enforcement services citywide.

On December 21, 2022, the City Council considered the subcommittee's recommended actions for protecting coastal wildlife and habitats, and the City Council voted to approve those recommended actions.

DISCUSSION

Staff has reviewed the CWPAC's report and the City Council's direction. In response to the CWPAC and BNRC recommendations and the City Council's goals for citywide wildlife protection, staff recommends publishing a Request for Proposals (RFP) for local coastal program amendments and a RFP for establishing a Wildlife Protection Program, which would include educational program framework and the preparation of a consolidated ordinance of wildlife protection regulations and

measures outside of the City's coastal zone.

Staff's recommendation to prepare RFPs rather than Requests for Qualifications (RFQ) is strategic for financial and timing purposes. RFPs allow the City Council to vet the qualifications of a consultant, their approach to fulfilling the City's project needs, and the cost associated with their proposed approach. Moving forward with RFQs for these efforts leaves unknowns associated with cost and approach, which could result in additional time spent in contract, approach, and deliverables negotiations after a consultant is selected.

The City Council also directed staff on December 21, 2023, to prepare a report on the use of Community Services Officers (CSOs) for enforcement and enforcement activities associated with wildlife protection in Pacific Grove. Staff has interviewed cities and agencies with wildlife protection programs and their use of officers to inform staff's report to the City Council on the needs and use of CSOs for this purpose. We received an account of the typical day-to-day activities associated with seasonal enforcement needs and the lessons learned through decades of enforcement, including public education tools that achieve better results than enforcement or punitive approaches.

Through these interviews, we learned that the successful implementation of activities for this position requires education, experience, and training that is distinctly different from a typical CSO; therefore, staff recommends including this report and the preparation of a corresponding job description as a deliverable for the RFP for establishing a city-wide Wildlife Protection Program.

Request for Proposals for Local Coastal Program Amendments

Staff has attached a draft RFP seeking qualified individuals or firms to prepare local coastal program amendments that have been specifically identified in the City Council's action. This draft RFP provides a summary of the CWPAC's key recommendations for coastal wildlife protection to serve as a guide for responders in preparation of their proposals that may also include unidentified amendments that would further protect coastal wildlife and their habitats.

Proposals are also required to include a community outreach component and to account for management of the City's adoption process and the California Coastal Commission certification process. Requiring this administrative support will ensure that these amendments are prepared, adopted, and certified in a timely manner with minimal impact to City staff's ability to support our customers and daily City operations.

Request for Proposals for a City-wide Wildlife Protection Program

The CWPAC report identified the need for a consolidated ordinance of wildlife protection regulations outside of the coastal zone, and the City Council's subcommittee identified protection of wildlife and habitats as a citywide concern. Because of these identified needs and concerns, staff has prepared a companion RFP seeking qualified individuals or firms with an understanding of citywide wildlife and habitat protection regulations, programs, and public education. The intent of this companion project is to prepare a consolidated ordinance and to implement the programmatic and staffing recommendations of the BNRC, CWPAC, and the City Council's subcommittee.

Proposals are also required to include a community outreach component to include coordination with the BNRC, community and environmental stakeholders, and the general public. Moving forward with securing the services of a consultant will ensure that these priorities are advanced through the development of a program with tested implementation measures and metrics in a timely manner with minimal impact to City staff's ability to support our customers and daily City operations.

NEXT STEPS

RFP Publication

Both draft RFPs contain only proposal-specific information at this time. Should the City Council accept staff's draft RFPs, we will include the general and legal language that accompany RFPs issued by the City of Pacific Grove. Once finalized, staff will post the RFPs to the City's website and post them on other relevant websites to promote awareness of these efforts.

ADDITIONAL FOCUSED PRIORITY AREA

City Asset Stewardship

OPTIONS

The City Council's options include the following:

1. Authorize City staff to publish both RFPs as written or with modifications;
2. Authorize City staff to publish the RFP for Local Coastal Programs only as written or with modifications; or
3. Defer action on these RFPs to a later date.

FINANCIAL IMPACT:

The fiscal impact of these activities is unknown at this time. Staff has prepared RFPs that require proposals to include detailed information about the costs of the proposed scope of work. The City has over \$700,000 in unprogrammed funds that could be used to advance this City Council goal. Once staff has received responses, staff will be prepared to provide a more detailed analysis related to fiscal impact for the City Council's consideration.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

- 1 Request for Proposals for Local Coastal Program Amendments
- 2 Request for Proposals for a Wildlife Protection Program

Request for Proposals Local Coastal Program Amendments

The City of Pacific Grove, California, seeks the services of a professional consultant to prepare an amendment to the Pacific Grove Local Coastal Program (LCP). The scope of these amendments will include policies, regulations, and other implementation measures related to coastal wildlife and habitat protection from sea level rise and coastal development and the necessary environmental analysis required by the Coastal Commission to support the LCP amendment.

BACKGROUND

Pacific Grove is a coastal community sharing borders with the Monterey Bay, City of Monterey, Pacific Ocean, and the Del Monte Forest. Pacific Grove values its shoreline as an irreplaceable sensitive resource area, and its preservation as a natural living shoreline is a matter of public importance.

In March of 2020, the California Coastal Commission certified the City's Local Coastal Program (LCP) and approved several amendments in 2021. The primary objectives of the Pacific Grove LCP are to protect and maintain the City's unique natural setting and character and to promote orderly development. As such, the LCP is a dynamic plan that must be amended from time to time to align with the City's needs to protect sensitive natural resources and balance the impact of development, human activity, and the preservation of its living shoreline.

In 2019, the City assembled a temporary Coastal Wildlife Protection Advisory Committee, made up of local coastal resource and wildlife experts, to identify threats to important coastal wildlife. The Committee prepared a report for the City Council's consideration of recommendations intended to strengthen policies and requirements for coastal wildlife protection, including several LCP amendments identified as essential to coastal wildlife protection. A summary of the committee's recommendations are as follows:

- Decrease human disturbance by reducing access to rocky outcrops and sensitive wildlife breeding areas, both year-round or seasonally, especially in the "Areas of Special Interest" (see Attachment A).
- Remove problematic non-native plants in coastal areas and replace them with native plants, essentially extending the restored Asilomar State Beach dunes and rocky shore habitat north and northeast along the Pacific Grove shoreline.
- For coastal development, use soft engineering alternatives (beach nourishment, dune restoration, and etc.) described in the 2012 Evaluation of Erosion Mitigation Alternatives for Southern Monterey Bay instead of hard engineering approaches (seawalls and riprap) where practicable.
- Replace lost coastal wildlife habitat through habitat restoration with the goal of no net loss of habitat.
- Move major infrastructure (roads, sewer lines, utilities) farther inland from City shorelines in a managed retreat from sea level rise.

- Consolidate the various City regulations related to wildlife and natural habitat protection and prepare additional protective measures to complete one comprehensive ordinance.
- Support existing coastal interpretive programs and community science programs and/or implement additional stewardship and docent programs that foster public understanding and commitment for conservation measures that preserve the City's native coastal wildlife.
- Establish and fund a conservation officer and/or dedicated wildlife commission for planning, promoting, executing, and monitoring progress of City strategies for preserving and optimizing the unique coastal wildlife and associated habitats that characterize the City's shoreline.

The City has published a separate but companion RFP seeking qualified individuals or firms with an understanding of citywide wildlife and habitat protection regulations, programs, and public education. This companion project will implement the programmatic and staffing recommendations of the City's Beautification and Natural Resources Commission and Coastal Wildlife Protection Advisory Committee regarding wildlife and habitat protection. It is expected that the wildlife and habitat protection program to be created through the companion RFP will include applicable enforcement and public education activities for coastal wildlife and habitat protection in the coastal zone.

SCOPE OF SERVICES

The City of Pacific Grove seeks a qualified individual or firm with an understanding of coastal development regulations and local coastal program amendments for approval by the California Coastal Commission. This project will include the following services:

- 1) Project management and coordination, including coordinating with the California Coastal Commission and the consultant selected to develop a city-wide wildlife and habitat protection program;
- 2) Identification of impact topics to be addressed in the LCP;
- 3) Preparation of draft amendments to the City's LCP;
- 4) Community outreach and input;
- 5) Preparation of final amendments to the City's LCP;
- 6) Management of the City LCP amendment approval process and California Coastal Commission certification process, including preparing staff reports, presentations, and associated correspondence;
- 7) Maintenance of an administrative record of all research performed, correspondence (written, verbal, and electronic), project notes, meeting notes, and other documentation; and
- 8) Staff training on amendment implementation.

The required work products expected and the number of copies of each required by the City are as follows:

Work Product	Number of copies
Final Scope of Work	1 Word + 1 PDF
Draft LCP Amendments	1 Word + 1 PDF
Public Outreach Plan	1 Word + 1 PDF
Final LCP Amendments	1 Word + 1 PDF
Administrative Record	Electronic/scanned Files

PRELIMINARY WORK PROGRAM

A preliminary work plan has been developed for this RFP to assist in the preparation of a more complete proposal that addresses the Coastal Wildlife Protection Advisory Committee's report (Attachment A). Proposals must include this information at a minimum, and proposers may include additional recommendations in their approach to the work that would mitigate threats to coastal wildlife and the implement the recommendations of the Coastal Wildlife Protection Advisory Committee. At this time, it is expected that the following issues will be addressed in the LCP amendment:

Implementation Plan. Expand implementing actions to carry out the Coastal Wildlife Protection Advisory Committee's goals, policies, and recommendations pertaining to coastal wildlife protection. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Natural Systems and Resource Management. Develop strategies to minimize and mitigate coastal bluff erosion and sea level rise. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Water and Marine Resources. Add specificity with respect to buffer zones, ecological integrity, restoration of natural systems, and protection of marine and aquatic resources. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Scenic Resources. Update to show additional scenic areas identified by the Coastal Wildlife Protection Advisory Committee. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Biological Resources and Environmentally Sensitive Habitat Areas. Amend to address habitat and biological sensitivity and develop policies to guide the City in protecting Pacific Grove's biodiversity. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Built Environment. Require visual access to coastal and scenic resources. Update existing and prepare new graphics, maps, and exhibits as appropriate.

Shoreline Management Plan. Develop and apply for California Coastal Commission approval of a shoreline management plan that implements Land Use Plan policies HAZ-6, INF-24, and PRA-4.e.

Miscellaneous. Develop recommendations and policies to respond to the following coastal wildlife disturbances or hazards:

- Light pollution and bird strikes
- Pond and creek water quality
- Black oyster catcher protection protocol
- Other measures that advance the Coastal Wildlife Protection Advisory Committee's recommendations

PROPOSAL SUBMITTAL REQUIREMENTS

All proposals shall include the following minimum information:

Cover letter. Indicate interest in and commitment to performing the above services for the City of Pacific Grove. Include contact information (physical address, phone number, and email address) for the primary person responsible for the proposal and serving as the primary contact for the City on correspondence

and communications. The cover letter should also summarize the key points of the consulting firm's interests and qualifications.

Relevant Experience. List projects completed by the consultant relevant to the scope of services contained herein that have been completed in the last seven (7) years. Discuss the firm's experience to best perform these services for the project, and provide at least one sample of similar work in electronic format prepared by the consultant or staff assigned.

Project Approach, Scope of Work, Timeline, and Deliverables. Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work, noting applicable deliverables identified in the RFP Preliminary Work Plan. Outline the proposed approach to services contemplated, including a general timeline demonstrating successful completion of the services.

Estimated Fee and Budget. Provide a fee schedule with the hourly billing rates for each proposed team member and a budget estimate. Include all direct and indirect costs and transportation fees. The budget estimate shall be organized and broken down by each task outlined in the scope of work.

Attachments

[Local Coastal Program](#)

[Land Use Plan and Implementing Ordinances dated January 15, 2020](#)

[Temporary Coastal Wildlife Protection Advisory Committee \(CWPAC\) Report](#)

[CWPAC Proposed Local Coastal Program Amendments to Implement](#)

Request for Proposals
Coastal Wildlife Protection Policies, Regulations, and Program

The City of Pacific Grove, California, seeks the services of a professional consultant to:

- 1) Prepare a consolidated Wildlife and Natural Habitat Protection Ordinance to include the City's Municipal Code; and
- 2) Develop a framework for a Wildlife Protection Program to include a protection plan, program development phasing, measurable benchmarks, monitoring, enforcement, staffing, and public education activities.

BACKGROUND

Pacific Grove is a coastal community sharing borders with the Monterey Bay, City of Monterey, Pacific Ocean, and the Del Monte Forest. Pacific Grove values its shoreline as an irreplaceable sensitive resource area, and its preservation as a natural living shoreline is a matter of public importance.

In March of 2020, the California Coastal Commission certified the City's Local Coastal Program (LCP) and approved several amendments in 2021. The primary objectives of the Pacific Grove LCP are to protect and maintain the City's unique natural setting and character and to promote orderly development. As such, the LCP is just one of many tools the City's needs to protect sensitive natural resources and balance the impact of development, human activity, and the preservation of its living shoreline.

In 2019, the City assembled a temporary Coastal Wildlife Protection Advisory Committee, made up of local coastal resource and wildlife experts, to identify threats to important coastal wildlife. This temporary Committee collaborated with the City's Beautification and Natural Resources Commission to prepare a report (Attachment A) for the City Council's consideration of recommendations intended to strengthen policies and requirements for wildlife protection with an emphasis on coastal wildlife and habitat protection. A summary of the committee's recommendations are as follows:

- Decrease human disturbance by reducing access to rocky outcrops and sensitive wildlife breeding areas, both year-round or seasonally, especially in "Areas of Special Interest".
- Remove problematic non-native plants in coastal areas and replace them with native plants, essentially extending the restored Asilomar State Beach dunes and rocky shore habitat north and northeast along the Pacific Grove shoreline.
- For coastal development, use soft engineering alternatives (beach nourishment, dune restoration, and etc.) described in the 2012 Evaluation of Erosion Mitigation Alternatives for Southern Monterey Bay instead of hard engineering approaches (seawalls and riprap) where practicable.
- Replace lost coastal wildlife habitat through habitat restoration with the goal of no net loss of habitat.
- Move major infrastructure (roads, sewer lines, utilities) farther inland from City shorelines in a managed retreat from sea level rise.

- Consolidate the various City regulations related to wildlife and natural habitat protection and prepare additional protective measures to complete one comprehensive ordinance.
- Support existing coastal interpretive programs and community science programs and/or implement additional stewardship and docent programs that foster public understanding and commitment for conservation measures that preserve the City's native coastal wildlife.
- Establish and fund a conservation officer and/or dedicated wildlife commission for planning, promoting, executing, and monitoring progress of City strategies for preserving and optimizing the unique coastal wildlife and associated habitats that characterize the City's shoreline.

The City has published a separate but related RFP seeking qualified individuals or firms with an understanding of coastal development regulations to prepare local coastal program amendments. These amendments will implement the Coastal Wildlife Protection Advisory Committee's report and recommendations regarding disturbances and hazards to coastal wildlife and habitats in the City's coastal zone. It is expected that this program will include applicable enforcement and public education activities for coastal wildlife and habitat protection in the coastal zone.

SCOPE OF SERVICES

The City of Pacific Grove seeks a qualified individual or firm with an understanding of wildlife and habitat protection regulations, programs, and public education. This project will include the following services:

- 1) Project management and coordination, including with the Beautification and Natural Resources Commission, Coastal Wildlife Protection Advisory Committee, and the consultant selected to prepare the local coastal program amendments;
- 2) Identification of all existing city, county, and state wildlife protection regulations;
- 3) Preparation of a draft program and draft consolidated wildlife protection ordinance outside of the coastal zone;
- 4) Preparation of a comprehensive report describing the use of Community Service Officers to provide wildlife protection, code enforcement services, and public educational services throughout the entire city, as well as the desirable education and experience of well-qualified individuals to fulfill these duties;
- 5) Community outreach to include coordination with the City's Beautification and Natural Resources Commission, community and environmental stakeholders, and the general public;
- 6) Preparation of a final program and consolidated wildlife protection ordinance outside of the coastal zone;
- 7) Management of the program and consolidated ordinance approval process, including preparing staff reports, presentations, and associated correspondence;
- 8) Maintenance of an administrative record of all research performed, correspondence (written, verbal, and electronic), project notes, meeting notes, and other documentation; and
- 9) Staff training on the program and ordinance requirements.

The required work products expected and the number of copies of each required by the City are as follows:

Work Product	Number of copies
Final Scope of Work	1 Word + 1 PDF
Draft program and ordinance	1 Word + 1 PDF
Public Outreach Plan	1 Word + 1 PDF
Final program and ordinance	1 Word + 1 PDF
Administrative Record	Electronic/scanned Files

PRELIMINARY WORK PROGRAM

A preliminary work plan has been developed for this RFP to assist in the preparation of a more complete proposal that addresses the Coastal Wildlife Protection Advisory Committee's report (Attachment A). Proposals must include this information at a minimum, and proposers may include additional recommendations in their approach to the work that would mitigate threats to wildlife city-wide and implement the recommendations of the Beautification and Natural Resources Commission and Coastal Wildlife Protection Advisory Committee. At this time, it is expected that the following issues will be addressed in the development of a consolidated ordinance and a wildlife protection program with particular emphasis on activities **outside** the coastal zone:

Ongoing Disturbance of Wildlife. Develop policies, regulations, and appropriate enforcement measures (including documentation and penalties) to mitigate adverse impacts to wildlife caused by a variety of human impacts, including feeding wildlife, drone/aircraft activities, domestic pets, beachgoers, watercraft, noise, and unlawful resource extraction.

Pollution. Develop policies, regulations, and appropriate enforcement measures (including documentation and penalties) to protect wildlife from threats related to pollution, including food waste, cigarettes, plastic, domestic pet waste, and city infrastructure systems.

Protection of Species. Develop policies, regulations, and appropriate enforcement measures (including documentation and penalties) to protect plant and animal species under frequent or constant threat by development, foot traffic, non-native plant species, and other threatening activities.

Problematic Species. Develop policies, regulations, and a removal workplan framework to mitigate impacts of non-native plants and nuisance wildlife. Regulations are expected to include a prohibited planting list for private property.

Areas of Special Interest. Develop policies, regulations, and appropriate enforcement measures (including documentation and penalties) tailored to the specific habitat protection needs of six areas of special interest – Hopkins Marine Station, Lover's Point, Point Pinos, the Great Tidepool, Asilomar North, and Asilomar South.

Protection Plan. Develop a wildlife protection program that establishes appropriate processes and procedures for measuring program success, monitoring and enforcing activities (such as a citation appeal process), updates to the City's wildlife protection regulations, and staffing needs for program implementation and enforcement.

Program Staffing. Develop a report identifying the education, experience, and skillset necessary to implement and enforce wildlife protection throughout the entire City, including the coastal zone. This

report should consider the limited staff resources and budget constraints of the City. Ideally, staffing would include the use of Community Service Officers to for implementation and enforcement in the short-term with an opportunity to create a position dedicated solely to this Program.

Public Education and Outreach. Identify appropriate public education needs, approaches, and methods to promote awareness of human impacts to Pacific Grove's wildlife and habitat diversity and protection needs. Approaches and methods could include signage, interactive exhibits, classroom and library education, volunteer opportunities, etc.

PROPOSAL SUBMITTAL REQUIREMENTS

All proposals shall include the following minimum information:

Cover letter. Indicate interest in and commitment to performing the above services for the City of Pacific Grove. Include contact information (physical address, phone number, and email address) for the primary person responsible for the proposal and serving as the primary contact for the City on correspondence and communications. The cover letter should also summarize the key points of the consulting firm's interests and qualifications.

Relevant Experience. List projects completed by the consultant relevant to the scope of services contained herein that have been completed in the last seven (7) years. Discuss the firm's experience to best perform these services for the project, and provide at least one sample of similar work in electronic format prepared by the consultant or staff assigned.

Project Approach, Scope of Work, Timeline, and Deliverables. Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work, noting applicable deliverables identified in the RFP Preliminary Work Plan. Outline the proposed approach to services contemplated, including a general timeline demonstrating successful completion of the services.

Estimated Fee and Budget. Provide a fee schedule with the hourly billing rates for each proposed team member and a budget estimate. Include all direct and indirect costs and transportation fees. The budget estimate shall be organized and broken down by each task outlined in the scope of work.

Attachments

[Local Coastal Program](#)

[Land Use Plan and Implementing Ordinances dated January 15, 2020](#)

[Temporary Coastal Wildlife Protection Advisory Committee \(CWPAC\) Report](#)

[CWPAC Proposed Local Coastal Program Amendments to Implement](#)



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: July 19, 2023
SUBJECT: Small Business Recovery Action Plan *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the attached recommended implementation plan, and provide staff with direction for action items of interest.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

At the City Council Meeting on [December 7, 2022](#), staff was directed to provide additional details pertaining to the Small Business Recovery Action Plan (SBRAP) recommendations, including cost and timeline for implementation. Staff prepared a plan for implementation with the additional components and brought it to the Economic Development Commission (EDC) at its [May 11, 2023](#) meeting. The EDC approved the recommendations, except for the Shop Local Digital Gift Card Program. The resulting comprehensively revised implementation plan is attached for the City Council's review, and direction for any action items of interest.

The City Manager, The Pacific Grove Chamber of Commerce and HdL feel that the Shop Local Digital Gift Card Program deserves an audience in front of the City Council. Accordingly, the Shop Local Digital Gift Card Program will be brought separately for City Council consideration at the July 19, 2023 meeting.

The implementation plan included with this report outlines the SBRAP's recommended action items along with several recommendations made by the City Council in December 2022. The implementation plan includes the following:

1. Recommended action items
2. Recommendation status (complete, in progress, or not started) & timeline (1-time event, monthly, quarterly, or ongoing)
3. Start date / budget or fiscal year (If the item has not yet begun, start date and budget or fiscal year are anticipated)
4. Funds required
5. Action item lead(s) (including City staff, Chamber of Commerce, Economic Development

Commission, and HdL Companies)

6. Additional notes and descriptions of the recommended action item

Staff asks that the City Council review the attached EDC-revised implementation plan and associated funding requirements and direct staff to proceed with action items of interest. Alternatively, the City Council could discuss the attached implementation plan and direct staff to take action on matters related to this item.

OPTIONS

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

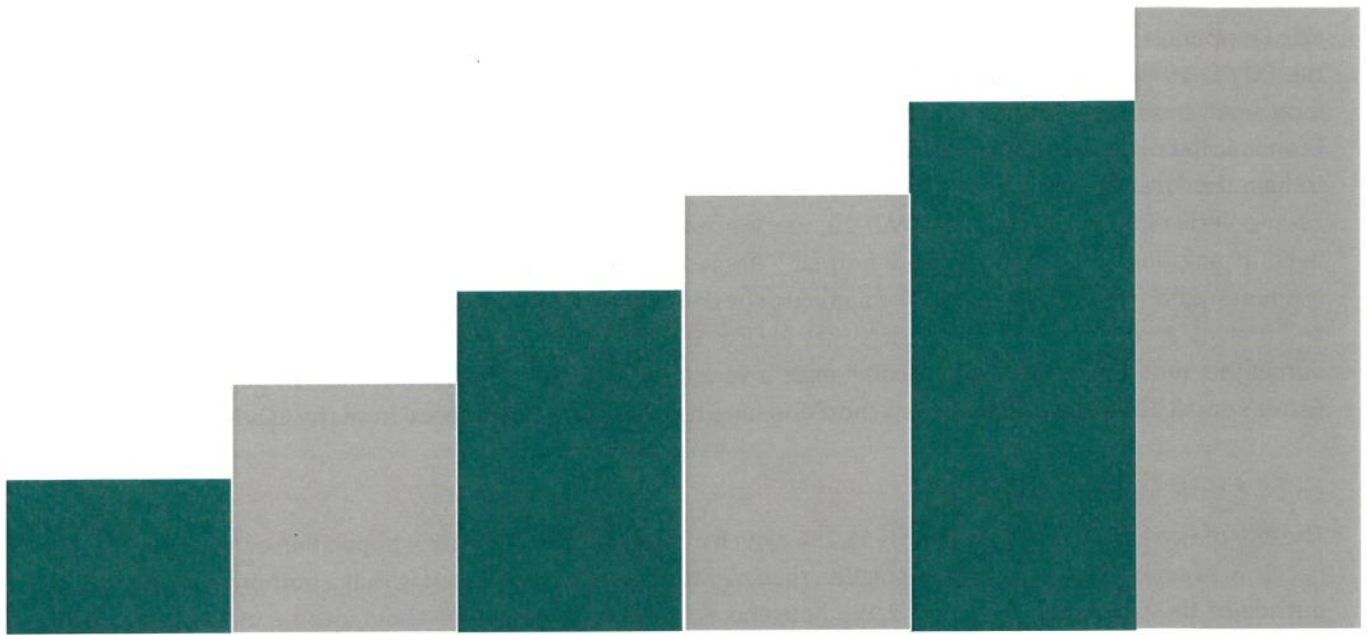
FINANCIAL IMPACT:

There is no financial impact in receiving the report; should the City Council to proceed with action items of interest, corresponding funds required for each action item is listed within the implementation plan attachment to this agenda report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Small Business Recovery Action Plan
SBRAP Implementation Items



Development Driven by Data

City of Pacific Grove, CA Small Business Recovery Action Plan

HdL  **ECON**Solutions

ECONsolutions by HdL
120 S. State College Blvd., Ste 200
Brea, CA 92821
www.hdlcompanies.com
www.ECONsolutionsbyHdL.com

OBJECTIVE

HdL Companies prepared this Small Business Recovery Action Plan (SBRAP) to provide an understanding of how the COVID-19 Pandemic impacted Pacific Grove's local businesses, and how Pacific Grove can assist and guide local small businesses in their recovery. In 2020, the HdL ECONsolutions Division of HdL Companies drafted an Economic Recovery Action Plan (ERAP) in response to the COVID-19 Pandemic, which provided recommendations to help the local economy near the start of the Pandemic. Since the preparation of the 2020 ERAP, there have been several different strands of COVID-19, vaccines were made available to most of the public, and cities have been attempting to adapt to a "new normal." Because of these changes over the last few years, the SBRAP examines data from pre-pandemic through current day, Pacific Grove's fiscal year 2022, ending June 30, 2022, and it gives an overview of the impacts that Pacific Grove and the Monterey County region have experienced during this time period. HdL also recommends a variety of realistic and achievable action items to help Pacific Grove's small businesses recover from short and long-term impacts experienced from the COVID-19 Pandemic.

CITY OF PACIFIC GROVE

The City of Pacific Grove's population is 15,256, which makes up 3.5% of the total population of Monterey County. Pacific Grove has a lower daytime population than nighttime, at 13,535, indicating that a portion of residents work outside of the city limits. There are 7,155 households, with an average household income of \$121,517. Pacific Grove's average household income is 18% higher than the Monterey County household income. The average age of Pacific Grove residents is 46.1, and about 56% of residents have a college degree or above.

Pacific Grove's Business Community

In addition to understanding local demographics and market analytics, the existing makeup of a local business community can help identify opportunities and challenges present in a community. The City of Pacific Grove hosts a diverse business community with small, locally owned retail stores, markets, and restaurants, as well as professional services such as real estate, legal/attorneys, accountants, and management consulting. There are also a number of well-known retail employers, such as Lucky, Subway, Trader Joe's, Safeway, Rite Aid and Domino's Pizza.

Sources: datausa, city-data.com, census.gov, City of Pacific Grove, scag.ca.gov, Zillow.com, redfin.com INSIGHT Market Analytics



Pacific Grove has a few popular and successful shopping areas including a wide variety of retailers and restaurants in Downtown Pacific Grove (located on Lighthouse Avenue) and Fairway Shopping Center (located on Forest Avenue). These centers provide a nice variety of retailers that are authentic to the city, allowing for consumers to obtain exclusive goods and exceptional services.

Another successful and prominent business feature within Pacific Grove is the many bed and breakfast inns that are available to individuals who wish to vacation within the beautiful community. Considering many of these establishments are historic Victorian Style Homes, with many within walking distance of both the Downtown and Ocean View Boulevard, customers are receiving an unforgettable lodging experience.

*Downtown Pacific Grove**American Tin Cannery*

The American Tin Cannery was once a lively shopping center with a variety of retail stores for residents and visitors to see, though many of the stores have closed over the last several years. In 2021, a developer proposed a significant redevelopment project, referred to as the American Tin Cannery hotel project. This proposed project would redevelop the nearly 6-acre American Tin Cannery shopping center into a 225-room, two-wing, four-star hotel. The space would include 20,000 square feet of retail, a restaurant, and lounge and meeting spaces. In January 2022, the project was approved by the Pacific Grove City Council with a 6-1 vote, however, the California Coastal Commission halted the project due to an appeal by two of the commissioners. As of September 2022, there has not been a date released for the consideration of the appeal of the American Tin Cannery hotel project, and therefore the timeline for the project is unknown at this time.

*Fairway Shopping Center*

THE COVID-19 PANDEMIC

The COVID-19 Pandemic will have broad and long-lasting impacts, as it accelerated and amplified many existing trends and conditions. On March 11, 2020, the World Health Organization declared COVID-19 a Pandemic. California State Governor Gavin Newsom's Executive Order N-33-20 (Stay-at-Home Order) was issued about a week later on March 19, 2020, requiring all Californians to stay home or at their place of residence, except for certain workers who were deemed essential. COVID-19 has caused significant and direct impact to nearly every aspect of people's lives, including the physical, social, and economic well-being of California cities, residents, and especially businesses. During most of 2020 and throughout 2021, impacts of the Pandemic and the necessary shelter in place orders included severely limited economic and social activities, surging unemployment claims, declines in revenue from sales tax, transit occupancy (hotel) tax, and other local government revenues. Between the COVID-19 Pandemic and the aforementioned actions taken by local, state, and federal officials to protect health and promote safety, there has been dramatic shifts in social and lifestyle perspectives.

As of late September 2022, 11.23 million COVID-19 cases have been confirmed and reported in the State of California with a death toll of over 95,000. Monterey County had over 114,000 confirmed cases and 783 fatalities. As of Spring 2021, COVID-19 vaccinations were made available. By September 2022, nearly 85% of California residents have received at least one vaccine shot, and 74% have been fully vaccinated and many have received booster shots. The vaccinations are said to significantly decrease adverse reactions to COVID-19, yet almost 26% of California residents have yet to be fully vaccinated. To analyze the impact that COVID-19 has had on the local Pacific Grove economy, the following examines unemployment rate and job losses, housing stock and prices, as well as changes in general consumer activities. Source: <https://covid19.ca.gov/>

Unemployment Rate, Housing Prices, and Consumer Price Index

There are approximately 4,300 jobs situated in the City of Pacific Grove. As of August 2022, the Pacific Grove unemployment was at 4.9%, which is nearly one-third the rate in August 2021 (7.1%) and almost half of the rate in August 2020 (9.4), indicating that employment rates are doing much better than the first two years of the COVID-19 Pandemic. The home index values rose 19% from July 2021 to July 2022, and the average median home price listing from January to August 2022 is around \$1.4 million. The Pacific Division (Alaska, California, Hawaii, Oregon, and Washington) Consumer Price Index (CPI) increased by 7.6% from August 2021 to August 2022. The CPI is a measure of the average change in prices over time in a fixed market basket of goods and services, and an increase reflects price inflation.

Sources: scag.ca.gov, [Zillow.com](https://www.zillow.com), [redfin.com](https://www.redfin.com) INSIGHT Market Analytics

Business Impacts

Due to a variety of reasons, many businesses experienced continued or periodic closures into 2022 after the necessary 2020-2021 closures for health and safety. Businesses throughout California saw a drop in sales of products and services that may have lasting impacts. Sales tax revenues have mostly gone back up to pre-pandemic numbers in 2022 throughout California, but that is not a clear indicator of how well small businesses are recovering.

Common economic influences across tax generating groups, outside of the necessary stay at home orders, include the shift to online-shopping, supply chain disruptions, manufacturing slowdowns and employment/labor shortages. Additionally, local businesses have been impacted by higher labor and raw material costs along with inflationary pressures that drive taxable goods prices upward. Small, locally owned businesses were some of the hardest hit businesses, particularly restaurants and retailers, by the aforementioned economic influences. A large number of small, independently owned businesses are not back to pre-pandemic cash flow and required revenue margins.

SALES TAX REVENUE

HdL is a leading sales tax consultant in the State of California (including for Pacific Grove), and we are continually tracking trends that will affect sales tax revenue for the nearly 400 local governments that we serve. In January 2022, HdL Companies released their 2021 Consensus Forecast for California Sales Tax Trends and Economic Drivers, examining sales tax for seven major industry groups. The change in consumer activity and the “new normal” that were exacerbated by COVID-19 had a negative impact on sales tax revenue for California cities in 2020 and 2021. However, by the end of early 2022, there was an increase in sales tax throughout the State of California.

In June 2022, HdL released a consensus forecast using quarter 1-2022 sales tax data. Notably, taxable sales continue to expand in 2022, despite high inflation, rising interest rates, and lower consumer sentiment. High percentage increases also continue to reflect the rebound effect as the State of California recovers from the COVID-19 Pandemic. Statewide, ongoing COVID-19 Pandemic impacts such as supply chain disruptions, manufacturing slowdowns and employment shortages had, and continue to have, a significant effect on sales tax revenue. Consumer trends have also impacted sales tax revenue due to the aforementioned COVID-19 impacts, a shift in lifestyle perspectives, and growing opportunity for online merchandise.

City of Pacific Grove Sales Tax Revenues

The City of Pacific Grove's Fiscal Year (FY) 2021-22 Sales Tax Revenue increased 22.6% from FY 2020-21 (\$1.6 and \$1.3 million, respectively). Pacific Grove did experience decreases in sales tax revenues during the Pandemic, with a 7.2% decrease in sales tax revenue for FY 2020-21 compared to 2019-20, and a nearly 10% decrease in sales tax revenues from FY 2018-19 to 2019-20.

The decreases experienced during the COVID-19 Pandemic were likely due to the impacts of the temporary and permanent business closures and lack of business and leisure travel that occurred in 2020 and 2021, along with supply chain and manufacturing disruptions and employment/labor shortages. The FY 2021-22 total sales tax revenues were 3% higher than pre-pandemic revenues in FY 2018-19. Overall, there was a 12% increase in sales tax revenues from FYs 2017 to 2022.



Major Sales Tax Producing Industry Groups

The total sales tax revenue for FY 2021-22 (excluding State and County Pools) was \$1.6 million. The top five of seven major sales tax producing industry groups in Pacific Grove include:

1. Restaurants and Hotels: \$565,807
2. Building and Construction: \$393,504
3. Food and Drug: \$253,702
4. General Consumer Goods: \$198,231
5. Fuel and Service Station: \$161,580

1. Restaurants & Hotels: \$565,807

Restaurants & Hotels make up the biggest percentage of Pacific Grove's sales tax revenue, at 34.6%. For this category, Pacific Grove experienced a 50% increase in sales tax revenues by the end of FY 2022, after seeing a 23% decrease from 2020 to 2021. Some restaurants saw an increase in revenues from 2020 to 2021 ranging from 5% to over 50%, while others continued to see a decrease. Higher rates of business and tourist travel will keep the growth rate high for 2021-2022.

Quick service and casual dining establishments are the dominant tax-producing segments within the general restaurant industry, which likely won't change in the near future. In Pacific Grove, casual dining, fine dining, and quick service restaurants, and fast-casual restaurant locations make up 31.8% of all sales tax revenues. Of the top 25 sales tax producing businesses listed below, 11 fall within a restaurant business type category.

2. Building & Construction: \$393,504

Building & Construction is the second largest sales tax producer in Pacific Grove, making up 24% of total sales tax revenues. By end of 2022, Building & Construction sales tax revenues increased by 16% from 2021. Sales tax revenue from Building & Construction was seemingly only slightly affected by the COVID-19 Pandemic as there was just a 2% decrease from 2019 to 2020 and then sales tax revenues for the industry category increased by 10% from FY 2020 to 2021. This could likely be related to several larger construction projects, such as the condo building at 520-522 Lighthouse Ave. Building & Construction tax revenues are forecasted to flatten across the State in in in late 2022 followed by moderate growth thereafter.

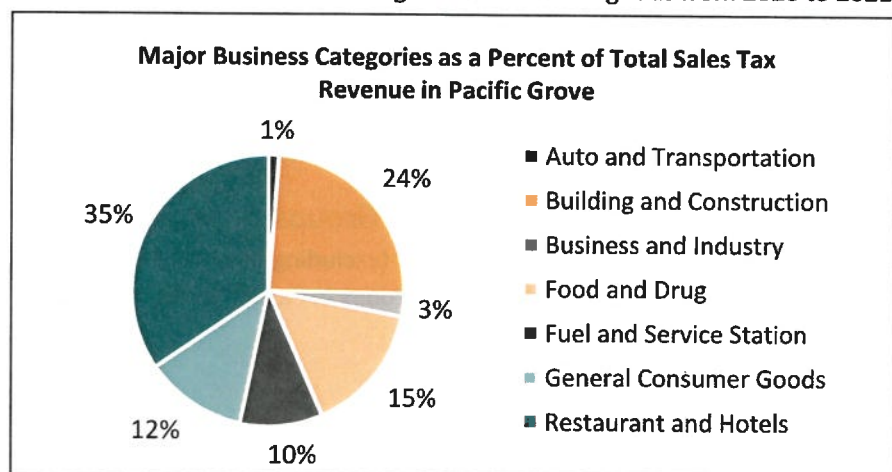
3. Food & Drug: \$253,702

The Food & Drug industry makes up 16% of Pacific Grove's sales tax revenue; revenues for Pacific Grove have stayed relatively consistent in Pacific Grove, though the 2022 revenues were only a few \$100 greater than revenues in 2021. Statewide, the Food & Drug category has shown modest improvement since 2020, around a 1% increase. Consumers are moving towards shopping for groceries and medicine with apps, changing the way that sales tax is distributed. This trend is projected to continue, thus investment in digitized solutions, low cost delivery options, and inventory optimization could help merchants maintain the bottom line and offset price pressures.

4. General Consumer Goods: \$198,231

Retailers were negatively impacted during 2020, leading to a decrease in General Consumer Goods sales tax revenue. Pacific Grove experienced a 6.8% decrease in revenue from general consumer goods from 2020 to 2021.

HdL estimates a nearly 12% increase in revenues in FY 2022 as tax revenues showed an increase in late 2021. However, as consumer behavior and technology shift more to e-commerce, the outlook for place of sale transactions Statewide should be subdued. The cost of taxable goods is expected to rise faster than sales, and tax receipts could revert to the conventional growth rate of 1-2%.



5. Fuel & Service Stations: \$161,580

Fuel & Service Station sales tax revenues increased by 30% from 2021 to 2022, as prices and demand for fuel has significantly increased with an increase in business and leisure travel. California gas prices reached a high \$6.30 in June 2022, though prices have since gone down statewide by about \$1. Pacific Grove's Fuel & Service Station revenues decreased by less than 1% in FY 2021. Short-term gains are projected as more people are travelling for work and pleasure. This is anticipated to be followed by long-term annual escalations of 2%.

6&7. Business & Industry and Auto & Transportation

The Business & Industry and Auto & Transportation groups make up only a small portion of the total sales tax revenue for Pacific Grove. The Business & Industry makes up only 2.7% of overall sales tax revenue for Pacific Grove, and Auto & Transportation makes up 1.2%. There was a 48% increase from FY 2021 to 2022 for Business & Industry, but only a 1.3% increase for Auto & Transportation. Auto & Transportation tax revenues do not greatly impact Pacific Grove as this category makes up a small percentage of total tax revenues. The Business & Industry category in Pacific Grove had the largest decrease in sales tax revenue of 27.4% for FY 2021 versus 2020 as the state was, and continues to, struggle with Pandemic-related challenges like raw material and qualified worker shortages. Fulfillment centers heavily influenced growth through online sales and the continued shift of taxes from countywide pools to agencies with these in-state facilities.

Top 25 Sales Tax Producing Businesses

(listed in alphabetical order)

- | | |
|---|------------------------------------|
| • Ace Hardware | • Lucky |
| • Asilomar Conference Center | • Mum's Place |
| • Beach House at Lovers Point | • One Stop Chevron Gas & Food Mart |
| • Fandango | • P G 89 Smog & Auto Repair |
| • Fishwife | • Pacific Grove Shell |
| • Forest Hill Shell | • Passionfish |
| • Grill at Point Pinos | • Peppers Mexicali Café |
| • Hayward Lumber | • Rite Aid |
| • Home Lighter | • Safeway |
| • Il Vecchio | • Trader Joe's |
| • International Cuisine | • Visions Design Center |
| • Julia's Vegan & Vegetarian Restaurant | • Vivolos Chowder House |
| | • Wild Fish Restaurant |

The FY 2022 top 100 sales tax producers in Pacific Grove, representing 94.36% of all sales tax producers, increased by 26% from FY 2020-21. The following businesses make up the top 25 sales tax producing businesses in Pacific Grove, which represents about 62% of total sales tax revenues. The top 25 businesses fall into the top five major sales tax producing industry groups, including:

- Restaurant & Hotels (12): Casual dining, fine dining, food delivery/catering
- Building & Construction (3): Building materials, plumbing/electrical supplies, contractors
- Food & Drug (5): Grocery stores, drug stores
- General Consumer Goods (1): Home furnishings
- Fuel & Service Station (4): Service stations

PACIFIC GROVE LOCAL RECAP

Pacific Grove City staff and Chamber of Commerce representatives have spoken with a variety of businesses over the past 2 ½ years and many have echoed the sentiments heard throughout the State of California regarding challenges and opportunities experienced as a consequence of the COVID-19 Pandemic. Business owners in Pacific Grove are seeing the effects of supply chain disruption through delays of shipping goods; timeframes of delivery are not back to normal, causing disruptions to local businesses' abilities to operate as they normally would. Additionally, costs have risen exponentially for products. While sales tax numbers are getting back to pre-pandemic levels, the high cost of doing work is hurting businesses. Some local businesses are continuing to experience staffing issues. For example, some are experiencing a lack of good staffing. Some are having issues with staff shortages; scheduling staff is unpredictable and if one staff person calls in, it is challenging to cover shifts effectively. Additionally, it has been a challenge to recruit and fill qualified management positions. Specifically, candidates chosen for management positions from outside of the area decide not to take a job due to housing prices and availability, making recruitment difficult. There were several local attempts to hold virtual job fairs, but there was little attendance and participation.



While businesses are certainly experiencing hardships, there were a few actions that the City and the Chamber of Commerce took in the last year or so that were helpful to local businesses. The City implemented a Façade Improvement Grant Program in which businesses could apply for up to a \$5,000 reimbursement to make improvements to their storefront. There were two phases of the program and funds were drained rapidly as businesses jumped at the opportunity for financial assistance to make improvements to their buildings. The city also streamlined a parklet program during the Pandemic in order to help restaurants expand their outdoor dining. Lastly, now that the COVID-19 Economic Injury Disaster Loan (EIDL) and Paycheck Protection Program (PPP) loans are finished, Employee Retention Tax Credits (ERTC) are stepping up to help businesses financially. The Chamber is working with their partners at the Monterey County Business Council (MCBC) on identifying Pacific Grove businesses that would be good candidates for these funds.

RECOMMENDATIONS FOR SMALL BUSINESS RECOVERY

Cities must proactively work with their small businesses to successfully assist local businesses to recover from the significant challenges they have encountered as a consequence of the COVID-19 Pandemic. The following are realistic and achievable recommendations for Pacific Grove to consider in helping their business communities to recover in the short and long-term.

1. **Establish a 1-day/week Economic Development Coordinator.** This has already been completed within the FY 2022-23 budget. The City Planner has been designated as the Economic Development Coordinator and began holding "Business Wednesdays" each week in August 2022. This position will focus their time on "all things business" that day and reserve the planning functions for the other days of the week. To gauge effectiveness of the 1-day/week Economic Development Coordinator, we recommend tracking time spent on the economic development related projects and at the end of the first year evaluating if more time is needed or the 1-day is still sufficient.
2. **Launch a dedicated Economic Development webpage** (URL: PickPG.org), in partnership with the Pacific Grove Chamber, and with input from the Economic Development Commission, to launch by end of 2022. The website should be continuously monitored and updated with relevant information to help existing businesses thrive and to seamlessly invite potential businesses into the community.

3. **Continue the City's Façade Improvement Program.** The Economic Development Commission should budget money for the Façade Improvement Program annually and continue to monitor the program guidelines to keep it as successful as it has been and more.
4. **Continue the City's successful Parklet Program.** The city streamlined permits for the Parklet Program due to the need to allow for additional outdoor seating at restaurants. It's recommended that city staff bring updated standards to the City Council for approval by end of 2022.
5. **Create a music series event for 2023** in partnership with the Chamber of Commerce. Some of the more successful downtowns in the State of California host events, such as music, that bring residents and visitors into the community. This works especially well when local businesses can be involved in the planning to maximize the visibility for businesses.
6. **Create a restaurant event series for 2023** in partnership with the Chamber of Commerce and local restaurants. This could be in the form of two or three seasonal restaurant week events, or a wine or beer walk. There was an active Pacific Grove Restaurant Week website and Facebook Page, but neither have been updated since 2019 and 2021, respectively. It appears that the last restaurant week was in 2019, more than a year before the Pandemic. Now that restaurants are able to stay open, and many Pacific Grove restaurants have expanded outdoor dining options, this would be a low-effort way to support and promote local restaurants in Pacific Grove.
7. **Create a Shop Local program, including a Digital Gift Card program with Yiftee** to assist small independently owned local businesses. Yiftee worked with more than 100 of California local governments to build a Digital Gift Card program to encourage people to shop at small, locally owned businesses. Many local governments are using American Rescue Plan Act funds to add bonus programs. This has proven to be extremely successful, though not required to create the program.
8. **Design Shop Pacific Grove banners to be installed in Downtown Pacific Grove and the Fairway Shopping Center** on Forest Avenue. This is a popular and effective placemaking effort that helps create a sense of place in a city or a specific commercial district. The moderate California climate helps with the longevity of the banners, as well, making it so they only need to be changed out every few years or so.
9. **Initiate a Business Visitation Program** to have the City Manager, Economic Development Coordinate/City Planner, and Chamber of Commerce CEO and Chairperson of the Economic Development Commission visit two businesses a month to discuss business challenges and opportunities. A Business Visitation Program would help the City stay up to date on challenges and opportunities that local businesses are actually facing. Ideally this would be a meeting at the various businesses throughout the City, however one positive that came out of the COVID-19 Pandemic is the ease of virtual meetings to encourage the continuation of the monthly meetings with business owners and managers.



- 10. Hold regular Broker Luncheons** for City Staff, the Chamber of Commerce, and an Economic Development Commission representative to meet quarterly with local commercial real estate brokers and property owners. Similar to the goal of the Business Visitation Program, a quarterly Broker Luncheon would help the city and Chamber of Commerce stay up to date on challenges and opportunities that local brokers, property owners and managers, and real estate professionals are dealing with. These meetings also serve as a unique opportunity for city staff and Chamber representatives to update the groups on projects and programs that may be related to their work.
- 11. Continue to explore vacant storefront activation programs**, including the creation of a Makers Space or Craftsman Collective in a vacant storefront in Downtown Pacific Grove. Use the information gathered from the *Request for Information from Small Businesses, Artists, Makers, Entrepreneurs & Commercial Property Owners/Leaseholders Interested in a "Makers Space" or "Craftsman Collective"* released in August 2022 to help inform the process. However, since there were limited responses mainly coming from potential small businesses, we recommend doing additional outreach to private leaseholders/developers to gauge interest in type of program.



TRANSFORMING NEXT STEPS INTO ACTION ITEMS

Businesses throughout the State of California have been greatly impacted by the COVID-19 Pandemic, and the City of Pacific Grove's business community is no exception. While sales tax revenues are rising above pre-pandemic revenues, that is not the only indicator of a healthy local economy. The recommendations above are meant to be realistic and achievable, with proper planning and implementation, in helping the small, locally owned business community recover from the effects of the COVID-19 Pandemic. While all of the recommendations should be considered, the list should be prioritized to identify steps that the City can take in transforming some of the recommendations into action items within the near to short term (6-months to 1-year).

Timeline	Recommended Action Items
November 2022	Launch dedicated Economic Development webpage (URL: PickPG.org)
December 2022	- Staff to bring Parklet Program standards to City Council for review and consideration - Plan and prepare for 2023 quarterly Broker Luncheon events
January 2023	- Draft and submit plan for a Music and Restaurant Event series in 2023 or 2024 - Budget and design the installation of banners in Downtown PG and Fairway Shopping Center
February 2023	Establish a schedule for Business Visitation Program to be started immediately
March 2023	Host Quarter-1 2023 Broker Luncheon event
June 2023	Host Quarter-2 2023 Broker Luncheon event
July 2023	Begin evaluation of 1-day/week Economic Development Coordinator position, including time spent on economic development projects, to determine if more time is needed
September 2023	Host Quarter-3 2023 Broker Luncheon event
December 2023	- Host Quarter-4 2023 Broker Luncheon event - Evaluate programs and consider expanding in 2024

Pacific Grove Small Business Recovery Action Plan – Implementation Items

Action Item	Status & timeline	Start date / Budget year	Funds required	Lead(s)	Notes / Description
1. Establish one-day/ week Economic Development Coordinator	Complete Ongoing	7/1/2022 FY 22-2023	\$0	Laurel	Laurel O'Halloran was designated as the ED Coordinator in late 2022 and dedicates Wednesdays to this work. Review at end of FY 2023 to determine need to expand the position.
2. Monthly business spotlight at EDC meetings	In progress Monthly	10/1/2022 FY 22-2023	\$0	Chamber, City, EDC	Chamber of Commerce has been inviting businesses to join the monthly EDC meetings as part of a Business Spotlight Program. This program helps the EDC understand successes and challenges for local businesses. Reports on the monthly spotlights will be given to the City Council in the form of the EDC Meeting Minutes as part of the consent agenda.
3. Launch Economic Development webpage (www.PickPG.org)	Complete Ongoing	11/1/2022 FY 22-2023	\$5,000 (already spent)	Nikita, EDC, Chamber	Website launched in 2022 and will be continuously monitored and updated by the City and Chamber (available property listing). The website will serve as a resource center for existing and potential businesses. EDC budgeted for marketing site.
4. Move EDC costs into one City Department (Economic Development)	Complete	3/1/2023 FY 22-2023	\$0	Ben	Request by City Council – a distinct line item for Economic Development related costs was created for the City Budget
5. Hold quarterly broker luncheons	In progress Quarterly	3/30/2023 FY 22-2023	\$750	Ben & Laurel, HdL	Q1-2023 luncheon was held 3/31/2023. 14 people joined, including 7 real estate professionals (3 of which are brokers), 1 economic development professional from California State University of Monterey Bay, 3 council members, 2 EDC members, the Chamber president, as well as Ben & Laurel. Luncheons will be planned quarterly based on availability of local brokers. Council Members will be included (3 per meeting) on a rotating schedule.
6. Quarterly Economic Development reports Council	Not Started Quarterly	Q1-2024 FY 23-2024	\$0	Ben, Laurel, HdL	Starting Q1-24, the City Manager will do a quarterly Economic Development update to Council.
7. Initiate a business visitation program	Not started Monthly or bi-monthly	Q1-2024 FY 23-2024	\$0	Ben & Laurel, Chamber, EDC	Schedule 1-2 business visits per-month or bi-monthly, rotating the focus each month. Introduce city staff to business owners, get ahead of any issues, talk about success / challenges. Potential to set up a request page on PickPG.org for businesses to request a visit.

Pacific Grove Small Business Recovery Action Plan – Implementation Items

Action Item	Status & timeline	Start date / Budget year	Funds required	Lead(s)	Notes / Description
8. Create restaurant event series	Not started 1 event per year	Q2-2024 FY 23-2024	-	Ben & Laurel, HdL, local restaurants, Chamber	HdL is going to bring a restaurant series or restaurant week concept to the EDC in Summer 2024 for consideration. The last restaurant week occurred in June 2019. Additional research is needed on potential funds required. A future restaurant series could be bundled with a shop local digital gift card program promotion, explained below.
9. Launch a shop local digital gift card program (Yiftee) with a Buy-One-Get-One (BOGO) free component	Not started Ongoing	Q1-2024 FY 23-2024	\$30,000	Ben & Laurel, HdL, Chamber	Concept review agenda report scheduled for City Council review 7/19/23.
10. Continue the Parklet program	In progress Ongoing	FY 22-2023	\$0	City Council Subcommittee	At 6/21/2021 Council Meeting, the City Council continued the City Council subcommittee allocated funding for infrastructure improvement and requested initiation of design engineering effort.
11. Continue Storefront & Parklet Façade Improvement Program	In progress 1 event per year	FY 23-2024	\$25,000	Laurel, Planning Commission	Continue to provide 5 or more up to \$5,000 grants per year, consider increasing program amount to offer more grants or more money for same amount of grantees. Parklets are now included in façade improvement grant program.
12. Create a music series event	Not started 1 per year	Q2-2024 FY 2023-24	\$15,000	Ben & Laurel, Chamber, KRML	Concept review agenda report forthcoming to EDC.
13. Explore vacant storefront activation program & continue researching RFI	In progress Ongoing	FY 2023-24	\$0	HdL, City, EDC	HdL and City continuing to search for angel tenant to support master lease for maker's space.
14. Design new shop Pacific Grove street pole banners	Not started	Q2-2024 FY 23-2024	\$25,000	Chamber, Ben & Laurel, HdL	HdL to complete additional research to take recommendation to EDC, then Council. The City has 69 total banner poles (4 missing the horizontal brackets to hold the poles). The City has a calendar for placement on Lighthouse, but there are poles on Central, Forest, and David not included in this. Sunset has no banner poles. The Chamber has worked with Mary Trucksis for banners, 12/2022 fabric banners pricing up 50%. Design banners in preparation for 2024 release. Banners to last for 6-10 years. \$25K would cover banner costs, installation, and broken bracket repair

Pacific Grove Small Business Recovery Action Plan – Implementation Items

Action Item	Status & timeline	Start date / Budget year	Funds required	Lead(s)	Notes / Description
15. Monterey trolley to Downtown Pacific Grove					<i>Additional research required. Ben & Laurel to lead. Council Member Colletti to bring concept review agenda report in Q1-2024.</i>
16. Capital Improvement Projects for downtown PG					<i>Additional research and estimates for downtown infrastructure repairs and improvements. Consider sidewalks, tree wells. Ben, Laurel, & HdL to research.</i>



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Chaps Poduri, Councilmember
MEETING DATE: July 19, 2023
SUBJECT: Energy Savings Assessment & Resiliency *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Adopt a Resolution Authorizing the City Manager to Direct Engie Services U.S. to Perform an Integrated Energy Savings Assessment of City-Owned Building for Potential Solar Photovoltaic System Implementation, and Grant Fund Sourcing.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Massive power outages have affected residents over the course of the past few months. This has underscored the need for alternative and resilient energy sources.

Council goals align with environmental stewardship and climate action and adaptation is a primary goal of the present council.

Engie's business model is the development and implementation of turn-key energy savings projects. The utility savings generated from the project is used to offset the cost of the project while providing realized savings. Engie performs the grant funding research and sourcing, development, design, construction, and performance guarantee of energy projects.

Engie had previously performed an assessment for the City in 2015. This agenda item is to restart the 2015 conversations, take into considerations new forms of renewable sources and storage needs that are in the market today and develop a plan for the future thereby addressing community, council and environmental needs.

The energy assessments are performed with no cost to the City. Following the assessment, the Council can evaluate whether the City wishes to retain Engie for future services.

OPTIONS

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

FINANCIAL IMPACT:

There is no financial impact in adopting a resolution with Engie Services U.S. to proceed with a no-cost energy and facilities assessment of all City-owned facilities.

GOAL ALIGNMENT: Infrastructure

Attachments

Engie Services Resolution

RESOLUTION NO. 23-xxxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AUTHORIZING THE CITY MANAGER TO DIRECT ENGIE SERVICES U.S. TO
PERFORM AN INTEGRATED ENERGY SAVINGS ASSESSMENT OF CITY-
OWNED BUILDINGS FOR POTENTIAL SOLAR PHOTOVOLTAIC SYSTEM
IMPLEMENTATION, AND GRANT FUND SOURCING**

WHEREAS, the City Council of the City of Pacific Grove desires to become more energy sustainable through the reduction of costs of meeting the energy needs of its building facilities; and

WHEREAS, ENGIE Services U.S. is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment and to identify energy conservation solar photovoltaic measures; and

WHEREAS, City desires ENGIE Services U.S. to perform an energy savings assessment on city-owned facilities, and to deliver recommendations identifying electrical energy improvements for potential installation at these building facilities as well as perform the grant sourcing which may be used to offset the cost of such projects;

WHEREAS, the primary purpose of the energy savings assessment and the recommendations is to provide an engineering and economic basis for the potential implementation of energy-saving solar photovoltaics identified in the recommendations; and

WHEREAS, based on the outcome of the energy savings assessment, at a near-future City Council meeting staff may bring forth for City Council's consideration a recommendation to proceed with an energy savings project agreement with ENGIE Services U.S. for the implementation of such energy-saving measures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pacific Grove authorizes the City Manager to direct ENGIE Services U.S. to perform an integrated energy savings assessment of City-owned building facilities for potential solar photovoltaic system implementation, and grant fund sourcing.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Pacific Grove, held on the 5th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Sandra Kandell, City Clerk



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: July 19, 2023
SUBJECT: City Public Information and Community Engagement through Social Media *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive the report, and provide direction to City staff regarding the City Public Information and Community Engagement through Social Media effort.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

What is City public information and community engagement through social media?

- City public information is community and municipal news, public safety updates, clarification, data, records and documents related to City services, programs and offerings provided to the public. The City strives to engage the community through social media to generate awareness, interest and involvement in a transparent and accessible manner. Social media is used as one of the primary platforms to accomplish this sharing of information and engagement of the community.
- Examples of City public information and community engagement through social media for 2023 are attached to this agenda report.

Why is the use of social media for public information and community engagement important to the City of Pacific Grove?

- Public Information through social media allows for direct engagement with the public. Information is pushed out through social media channels such as Facebook and Instagram directly into public feeds that are available via smartphone, tablet and/or personal computer.
- Using social media for public formation provides the City of Pacific Grove with the capability for real-time dissemination of information. In times of emergency, or unfolding/updating situations, information and updates may be posted instantly, providing immediate public updates. It does not require printing, posting or refreshing a website or email inbox.
- City social media channels create forums allowing the City to receive feedback. The public is able to enter comments and ask questions about information that is published. The City is able to immediately view these comments and questions and reply (if appropriate), add to the information that is posted, or modify the message accordingly.
- The City of Pacific Grove's public information is presented alongside other important sources

when posted on social media. The Federal Government, State Government, Monterey County, regional special districts, etc. all post public information on social media.

- The public may easily share information obtained on social media; messages are more easily spread to a greater audience.
- Social media posts may be as finite or infinite as desired; graphics, videos, images, charts, graphs, etc. are easily shared to better illustrate information, advise of a problem or situation or offer a demonstration of a solution. "Deep dives" for additional information on a topic are easily handled through an accompanying URL.
- Social media public information posts allow for flexibility and adaptability; messages may be quickly modified to respond to an updated circumstance.
- One of the City Council's Core Values is Collaboration. The City Council pledges to promote transparent engagement with citizens and stakeholders and expect our managers and consultants to understand the needs and values of our community.
- A little under half (48%) of U.S. adults say they get news from social media "often" or "sometimes". [Pew Research](#)
- More than eight-in-ten U.S. adults (86%) say they get news from a smartphone, computer or tablet "often" or "sometimes", including 60% who say they do so often. Americans turn to radio and print publications for news far less frequently, with half saying they turn to radio at least sometimes (16% do so often), and about a third (32%) saying the same of print (10% get news from print publications often). Reference: [Pew Research](#)

How does the City currently manage its public information and community engagement effort through social media?

- From February - June 30, 2023, the City was under contract with Tripepi Smith to manage all aspects of public information and community engagement through social media. Prior to that, the City relied upon the part-time oversight of its public information and community engagement effort through social media via the efforts of the former Police Administrative Services Manager/Public Information Officer.
- As of the date that this report is presented to the City Council, the City no longer is under contract with Tripepi Smith. The only public information and community engagement through social media is through occasional de-centralized efforts from the Police, Library and Recreation departments/functions as their respective staff and workload allows for items specifically germane to those City departments/functions (Police, Library and Recreation information, services and program offerings).

What options does the City have to manage its social media effort going forward, and what are the anticipated timelines and costs?

- Contracting with a firm or individual: This option would allow for subject matter expertise, knowledge of industry best practices, bandwidth for quick turn-around for updates, and robust monitoring. It would also allow the City to avail itself of graphic design services, public information expertise and relevant experience from other local governments. The expense of contracting with an individual or firm for this function is estimated to be approximately \$70,000 - \$100,000/annually. The anticipated timeline for selecting this option and implementing a solution could be as short as 30 days (it will require City Council action).
- Hiring a full-time employee: This option would allow for a dedicated City employee to oversee the function. There would be some limitations to monitoring and updates (based upon the employee's work schedule), and the City would incur an additional full-time head count expense (salaried employee with full benefits). This would require the hiring of a Management Analyst classification (or higher); an estimate for the annual cost including benefits would be approximately \$150,000. The anticipated timeline for selecting this option and implementing a solution will require approximately 90-120 days, allowing for City Council authorization of a position, recruitment, interview, selection, background and onboarding processes.

- **Hiring a part-time employee:** This option would allow for limited functional oversight, monitoring and updating. This would require the hiring of a 20-hour/week Management Analyst (non-benefitted); an estimate for the annual cost would be approximately \$50,000. The anticipated timeline for selecting this option and implementing a solution will require approximately 90-120 days, allowing for City Council authorization of a position, recruitment, interview, selection, background and onboarding processes. This option presents concerns as to the availability of qualified candidates (in other words, the City may not be able to fill this role with a part-time position).
- **Taking no action:** This option would leave the City with limited public information and community engagement through social media, with occasional updates only coming from the Police, Library and Recreation functions as staffing and workload allows, for items that are germane to their specific functions only.

OPTIONS

1. Direct City staff to return with a professional services agreement for Tripepi Smith for public information and community engagement through social media.
2. Direct City staff to launch a request for proposal (RFP) effort for public information and community engagement through social media, and return to City Council with a recommendation.
3. Direct City staff to propose the addition of a full-time or part-time City staff member to oversee the City's public information and community engagement through social media effort.
4. Propose alternate direction.
5. Take no action.

FINANCIAL IMPACT:

There is no financial impact in receiving the report and providing City staff with direction to return for potential future City Council consideration and action.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

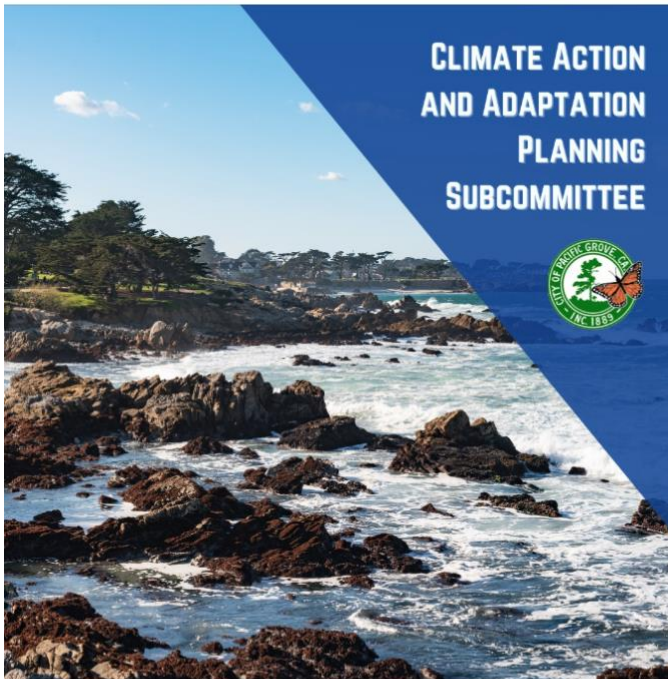
City PI and Community Engagement through Social Media Examples 2023

City of Pacific Grove
Published by Sprout Social · June 16 at 10:47 AM ·

On May 18, the City of Pacific Grove's Climate Action and Adaptation Planning Subcommittee met for the first time.

This committee is composed of selected Councilmembers and Commissioners of the Beautification and Natural Resources Commission who will work together with a consultant to create a Climate Action and Adaptation Plan (CAAP), which will provide a roadmap for how the City will reduce greenhouse gas emissions for the impacts of climate change on public health, infrastructure, ecosystems, equity, and public spaces in the community by the required target goals dates.

Stay tuned for more information on the City's upcoming CAAP by visiting: <https://bit.ly/3NrIowZ>



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City of Pacific Grove
Published by Sprout Social · 3d ·

#SmallBusinessSaturday Pacific Grove's Commercial Districts have a diverse array of retailers and restaurants that are authentic to the City, offering a unique experience for residents and visitors, and allowing for consumers to obtain exclusive goods and exceptional services.

Visit any of the Commercial Districts in Pacific Grove today and support our local businesses!



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cityofpacificgrove Do you want your kids to learn how to swim? Pacific Grove Recreation Department is offering swim lessons this summer and spots are still available! Classes are offered for children ages 6 months through 9 years old.

Skills learned range from introducing tots to water to teaching older children breathing techniques and different strokes.

Visit our website for more information.

5w

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MAY 18

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City of Pacific Grove

Published by Sprout Social · June 1 at 8:56 AM ·

#PowerOutage The City has been advised by PG&E of a transmission-level power outage, impacting three substations in the area. There is currently about 57k customers in the greater region without power.

For more information and to sign up for status alerts, visit:
<https://pgalerts.alerts.pge.com/outagecenter>

POWER OUTAGE



SIGN UP FOR STATUS
ALERTS



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1 share

46

6 comments 17 shares



City of Pacific Grove

Published by Sprout Social · May 10 ·

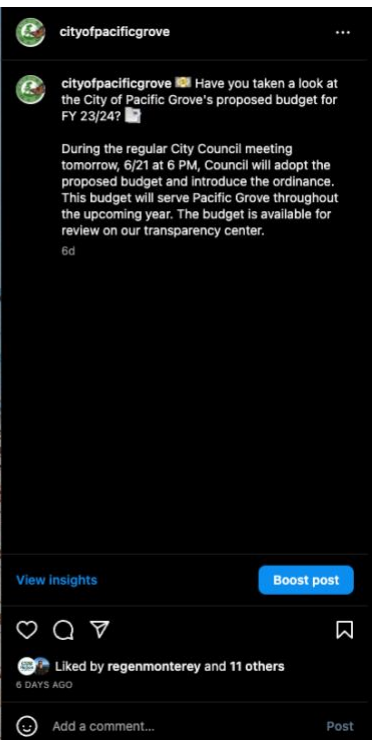
Join us for a soft opening of Pacific Grove's Youth Center that will serve the After School Program for middle schools in Pacific Grove!

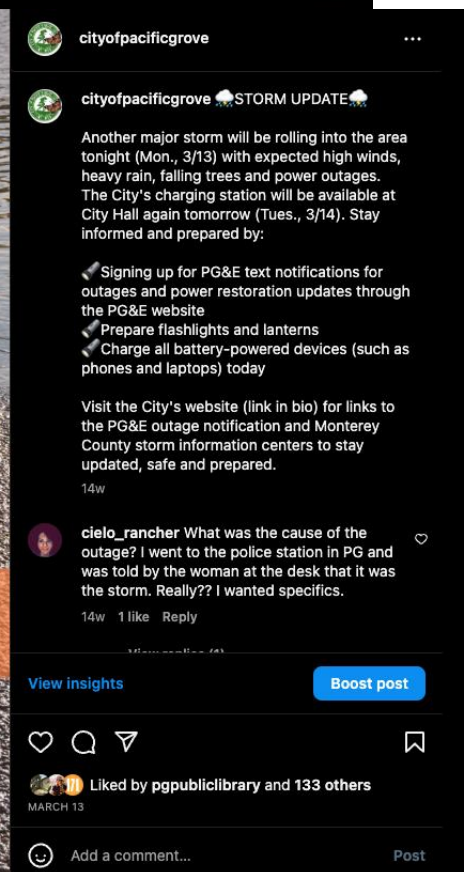
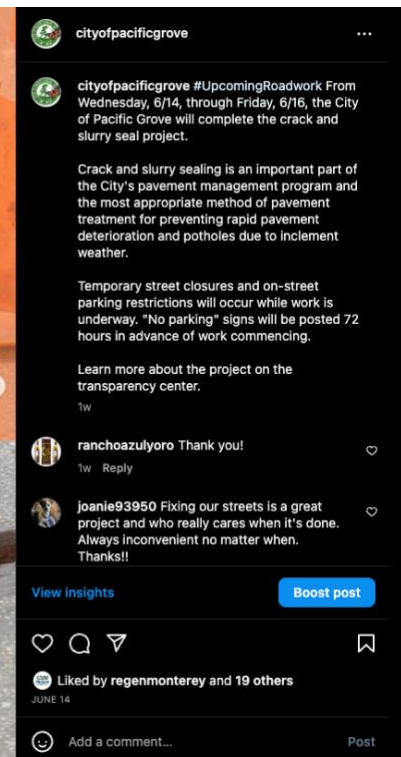
We are celebrating the opening today, 5/10, and tomorrow, 5/11, from 3-5 p.m. and pizza and drinks will be provided. We hope to see you there!

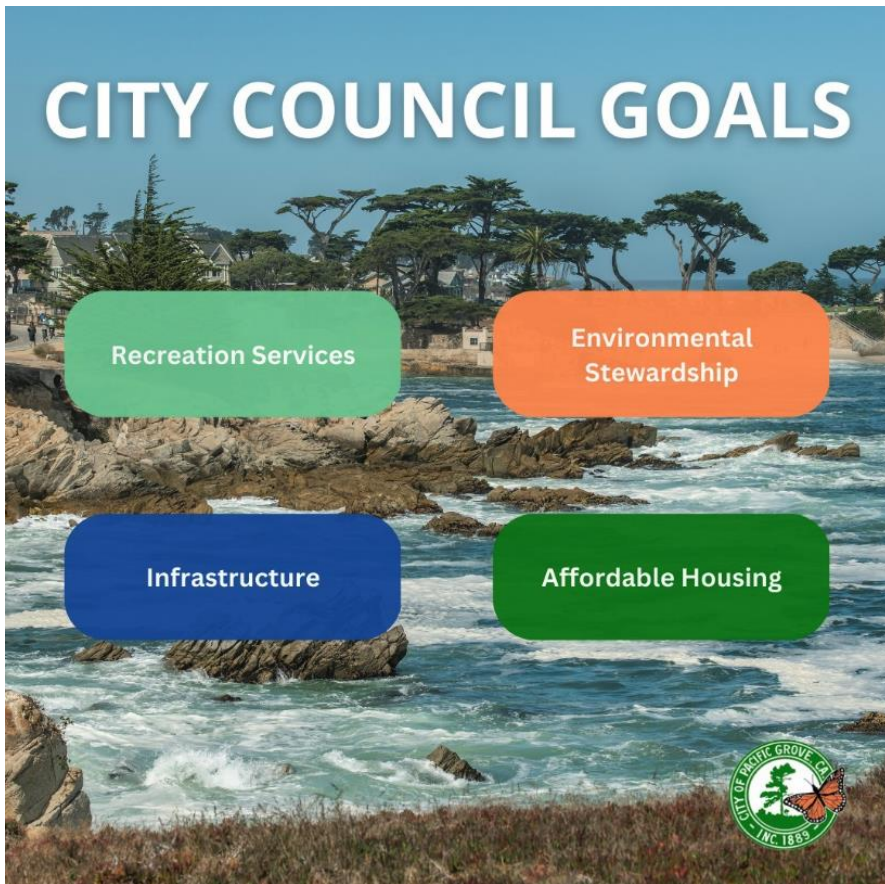


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cityofpacificgrove

cityofpacificgrove After a General Election, the newly constituted City Council sets goals and strategies for their term together (until the following General Election). These objectives build the foundation for the annual budget and City staff creates a corresponding work plan to measure progress and provide a "scorecard" of the effort.

The proposed City Council goals, set for review and approval at the 4/19/23 City Council meeting, include:

- Recreation Services
- Infrastructure
- Environmental Stewardship
- Affordable Housing

Once the proposed City Council goals are approved, you may visit PG's Transparency Center to learn more about the goals, and their status.

9w

ranchoazulyoro We'd appreciate their adding resolution of the constant electrical issues.

9w Reply

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Like Comment Share

Liked by regenmonterey and 22 others

APRIL 18

Add a comment... Post

City of Pacific Grove
Published by Sprout Social · April 20 ·

My Pacific Grove is the City's app to make it easy for you to stay informed, ask a question, request a service, or report non-emergency issues from your phone! 📱

For example, you can use the Service Request button to report potholes, road hazards, code compliance issues and more. The requests are automatically routed to the correct department for action and resolution and you can track the status of your request when you opt-in to receive updates via email, text or phone call. 📞

Download the app! <https://bit.ly/3Yy0ns>

City of Pacific Grove
Published by Sprout Social · April 27 ·

#LighthouseUpdate Starting this Friday, 4/28, you can visit Point Pinos Lighthouse on Friday, Saturday, and Sunday! 🏰 The new hours will expand to include:

Fridays from 1 p.m. to 3 p.m.
Saturdays from 11 a.m. to 3 p.m.
Sundays from 11 a.m. to 3 p.m.

Come visit our historical lighthouse and share the history of Pacific Grove with your friends and family. 🌊

See more information about the Lighthouse: <https://bit.ly/3KWic5w>

My Pacific Grove

Expanded Lighthouse Hours

Fridays, Saturdays, Sundays

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[Boost post](#)

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3 comments 1 share

👍 12

3 shares



Business Needs Survey



cityofpacificgrove



cityofpacificgrove #AttentionBusinessOwners

The City of Pacific Grove's Economic Development Commission (EDC) has launched a business needs survey, open through June 30, to better understand the challenges and opportunities facing businesses in our community.

The EDC's brief survey will help determine available resources, potential barriers to growth and future funding opportunities for our business community.

Visit the link in our bio to complete the survey.

5w

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 Liked by regenmonterey and 19 others

MAY 17

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PGCC 7-19-23
Page 219



City of Pacific Grove

Published by Sprout Social · May 24 ·

The City of Pacific Grove's Community Development Department would like to extend a warm welcome to Aaron Campbell! Aaron has joined the City as an Associate Planner.

Aaron comes to PG's team from the City of Carmel-by-the-Sea and has valuable career experience to contribute to Pacific Grove.

We are excited to see what his time on our team brings!

Interested in joining our team? Apply for jobs with the City of Pacific Grove here:

<https://bit.ly/3Orff55>



New Hire



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City of Pacific Grove

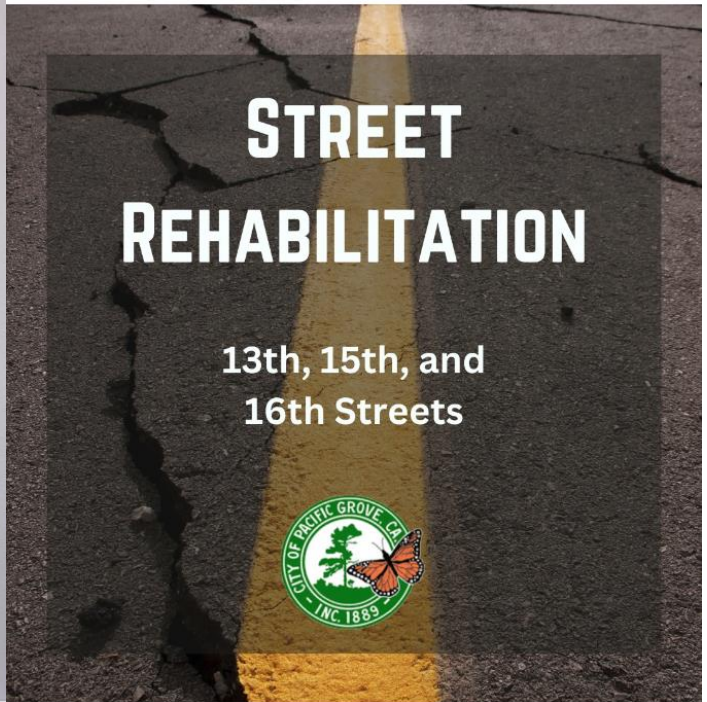
Published by Sprout Social · June 7 at 10:48 AM ·

#ConstructionNotice The City's Street Rehabilitation Project has begun! This project addresses the aging road infrastructure network on segments of 13th Street, 15th Street, and 16th Street.

Crews have begun work on 16th Street at Pine Avenue and will move to 15th Street between Lighthouse Ave and Ocean View Blvd.

Notices and "No Parking" signs will be posted in advance of construction in each area and residents should expect temporary, partial closures and/or detours during construction.

View construction updates here: <https://bit.ly/3NdprNw>



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CHARGING STATION AVAILABLE

City Hall Council Chambers
March 15, 9AM to 4 PM

Charging for devices and refrigerated
storage for medication available

**cityofpacificgrove**

**cityofpacificgrove** The City of Pacific Grove Charging Station is available again since many areas of the city are still without power.

If you need to charge your devices, City Hall Council chambers will be open from 9AM until 4 PM today, March 15.

Continue to stay safe and check the City's website to keep updated on outages!

14w

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 Liked by **laurafraass3** and 15 others

MARCH 15

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City of Pacific Grove

Published by Sprout Social · May 1 ·

Thank you to the 120+ Pacific Grove volunteers who attended the 2023 Volunteer Appreciation Lunch and Awards Ceremony. Together, we celebrated the amazing contributions of the 200+ volunteers who have contributed their time and efforts to improving our community over the last year. 🌟

The Volunteer of the Year award went to Angela Goncalves, who interns and volunteers for the City's Community Development Department. The Volunteer with the Most Hours award went to Susan Pierzalowski, who logged in approximately 180 hours this year picking up trash throughout the city. 🌟

Thank you to all who take the time to give back to our community!



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22

1 comment 1 share



City of Pacific Grove

Published by Cameron Grimm · May 3 ·

Tonight's (May 3) City Council meeting has been canceled due to a firewall component failure resulting in the inability to connect to the internet late this afternoon.

The closed session and regular meeting have been rescheduled to next Wednesday, May 10.

To view the agenda, visit https://www.cityofpacificgrove.org/.../agendas___minutes.php



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cityofpacificgrove



In an effort to enhance public safety for Pacific Grove residents, City Council authorized the installation of 12 Flock Security Cameras throughout the City. The motion-activated cameras include automated license plate reader and image capture technology.

Automated License Plate Readers (ALPRs) enhance criminal investigations by providing officers with data on vehicles entering and leaving the City of Pacific Grove. This information will alert law enforcement to stolen or wanted

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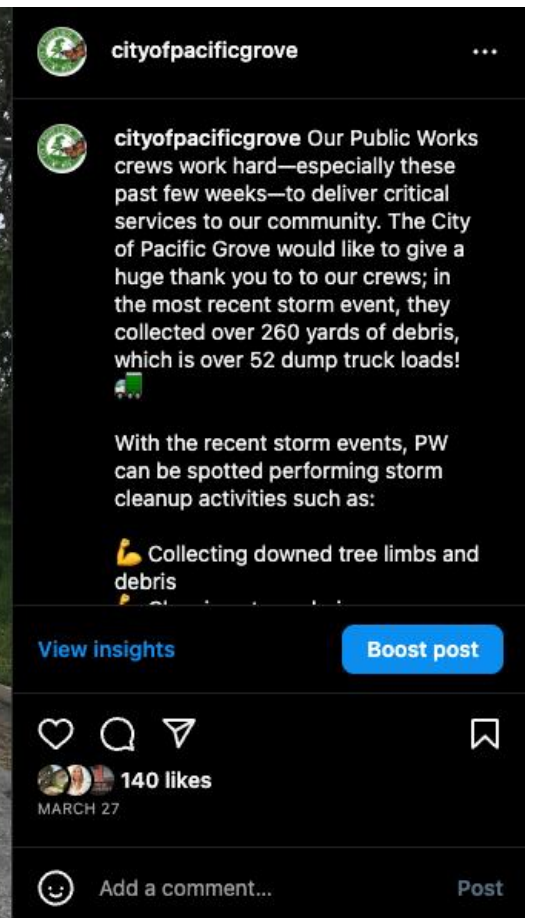
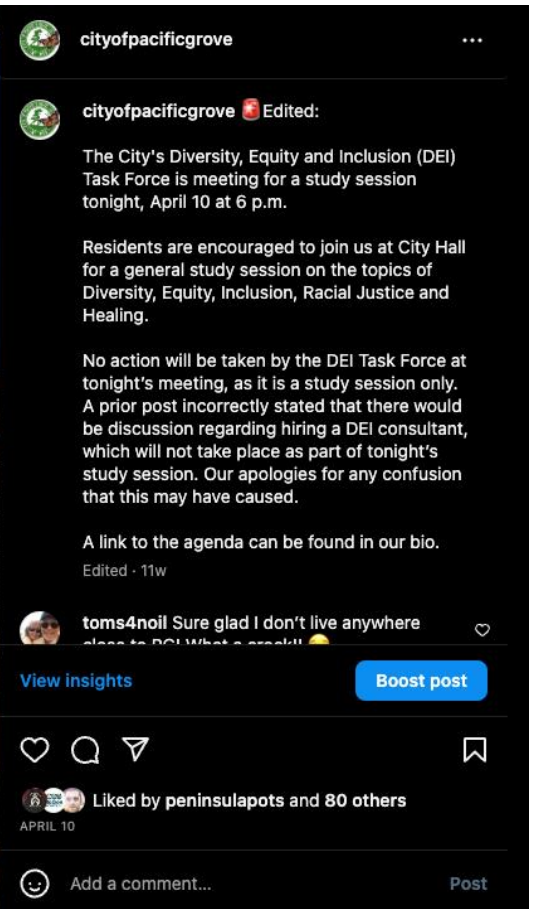


79 likes

MARCH 8

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk
MEETING DATE: July 19, 2023
SUBJECT: League of California Cities (LoCC) Annual Conference Voting Delegate and Alternate(s) *This item was continued from the Council's July 5, 2023 meeting.*
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Discuss, designate, and adopt by resolution a voting delegate and up two alternates to represent the City on policy matters at the League of California Cities (LoCC) Annual Conference on September 20-22.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

At its June 7, 2023 meeting, Council adopted by resolution City Council Policy [000-29](#) setting forth an annual process for selecting a voting delegate and up to two alternates to attend the LoCC Annual Conference, participate in the business meeting, and vote on behalf of the City.

The League of California Cities will hold its 2023 Annual Conference from September 20-22, in Sacramento, California. During the conference business meeting, the authorized delegate from the City may represent the City's interests to vote on and approve League policy. The delegate shall attend the conference to represent and vote on behalf of the City of Pacific Grove. If the selected voting delegate cannot attend, the designated alternate may exercise voting authority.

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.

Cal Cities membership considers and acts on resolutions that establish Cal Cities policy. Policy issues are determined annually by the League Board in late summer at which time staff will return to Council for direction to the voting delegate/alternate(s).

OPTIONS

N/A

FINANCIAL IMPACT:

Funding for City Council conference attendance and travel was allocated for within the adopted Fiscal Year 23-24 budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

1 2023 Voting Delegate Packet

2 Proposed Resolution

Council Action Advised by August 28, 2023
--

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

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 is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. 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 the voting delegate into the voting area during the General Assembly.

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 General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., 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 Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

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 Cal Cities Annual Conference and Expo, 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 General Assembly.
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 voting tool; 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 nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
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 General Assembly.

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. 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 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 General Assembly. 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: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

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 email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

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

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 Sacramento, 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 July, 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: Anastacia Wyatt, Community Development and Ben Harvey, City Manager
MEETING DATE: July 19, 2023
SUBJECT: Concept Review: Housing Proposal, APN 006-284-015-000 (City Parking lot located on Fountain Avenue between Lighthouse Avenue and Laurel Avenue)
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Determine if the City Council would like to initiate negotiations for an affordable housing concept proposal on APN 006-284-015-000 (City Parking lot located on Fountain Avenue between Lighthouse Avenue and Laurel Avenue); or
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The City received unsolicited interest from a local housing developer, Silverie Properties, LLC, to purchase or lease City-owned property, APN 006-284-015-000 (City Parking lot located on Fountain Avenue between Lighthouse Avenue and Laurel Avenue) for the purpose of developing affordable housing to help the City meet its Regional Housing Needs Allocation (RHNA) requirements determined by the California Department of Housing and Community Development (HCD).

Background

The subject property is located at the northeast intersection of Fountain Avenue and Laurel Avenue (see attached map), behind the Lighthouse Cinema at 525 Lighthouse Avenue. It is approximately 0.88 acre and currently improved with a surface parking lot that provides 109 public parking spaces. The use of this lot is governed under City Council Policy [100-5](#): Parking Lots-Permit Parking. Under Policy 100-5, the lot is named the Fountain Avenue Lot (Lot #1), located on the north side of Laurel Avenue between Fountain and 15th Street. A total of 10 permits are authorized by the City in this lot. Five permits are authorized for commercial businesses and an additional five permits are authorized for residential parking for neighboring residents who have no off-street parking. Permits are valid in the three most southern parking rows nearest Laurel Avenue. Parking is on a "first come, first served" basis; there are no reserved parking spaces. Currently, five spaces are designated for commercial uses for Wilson's Plumbing and an additional five spaces are designated for residents of the 301 Grand Avenue development. Three of those spaces are designated for the very-low affordable housing units authorized through the Architectural Permit/Use Permit 19-0173 as modified and Resolution No. 19-027 passed and adopted by the Council on October 2, 2019.

Proposal

Silverie Properties, LLC (Developer) proposes to construct a mixed-income housing development (Proposal). The Proposal would require a public-private partnership between the developer, property owners of the existing Lighthouse Cinema, and the City. The Proposal's would require converting the existing cinema into market rate dwelling units at 525 Lighthouse Avenue, utilizing the existing water meter and a former residential use at 525 Lighthouse Avenue to connect the properties and develop Lot #1 to low and moderate income dwelling units.

In order to initially move forward with the affordable housing proposal, the developer has proposed that the City consider the following initial terms:

- Donation of the property at a “zero cost” (\$0.00) to the developer; and
- Donation of water credits needed to complete the proposed affordable project from the City’s Local Water Project.

Additional negotiating terms between the City and developer could be agreed upon through an Exclusive Negotiating Agreement (ENA) and eventually a Development and Disposition Agreement (DDA) for the City's property.

The following pertains to the City's parking lot:

- Zoning. The property is zoned Downtown Commercial (C-D), which allows residential use of the property. Under the current zoning, the property could have a maximum of 24.62 units. Should the Council move forward with a concept to build a 100% affordable housing development on the lot, State laws may allow for density bonuses, parking concessions, and Streamlining through SB 35 and the Housing Accountability Act (HAA). A zoning amendment may also be necessary.
- Parking. Parking is a consideration under the Proposal. It is unknown at this time how many parking spaces would be available to the public; however, the developer may not be able to or be required to ensure a 1:1 replacement of public parking in order to accommodate affordable housing on the lot. City staff is aware of a downtown parking district created in the early 1960s, and is working with the City Attorney’s Office to determine impacts to housing development on Lot #1.
- Water. An existing water meter located at 525 Lighthouse could serve the property with water. This would likely require an easement or lot merger, depending on requirements from California American Water (CalAm). It is estimated that the developer may need a minimum of 670 additional water credits from the City to serve an affordable housing project. It is unknown at this time if the property qualifies for participation in the City’s water credit program.
- Theater. The proposed project would permanently close the existing theater and convert the theater into market rate housing units.
- California Land Surplus Act. When the City sells or transfers property for development of affordable housing, the property is considered “exempt surplus land”, meaning that the Surplus Land Act procedural requirements are not applicable to the sale or transfer.

OPTIONS

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

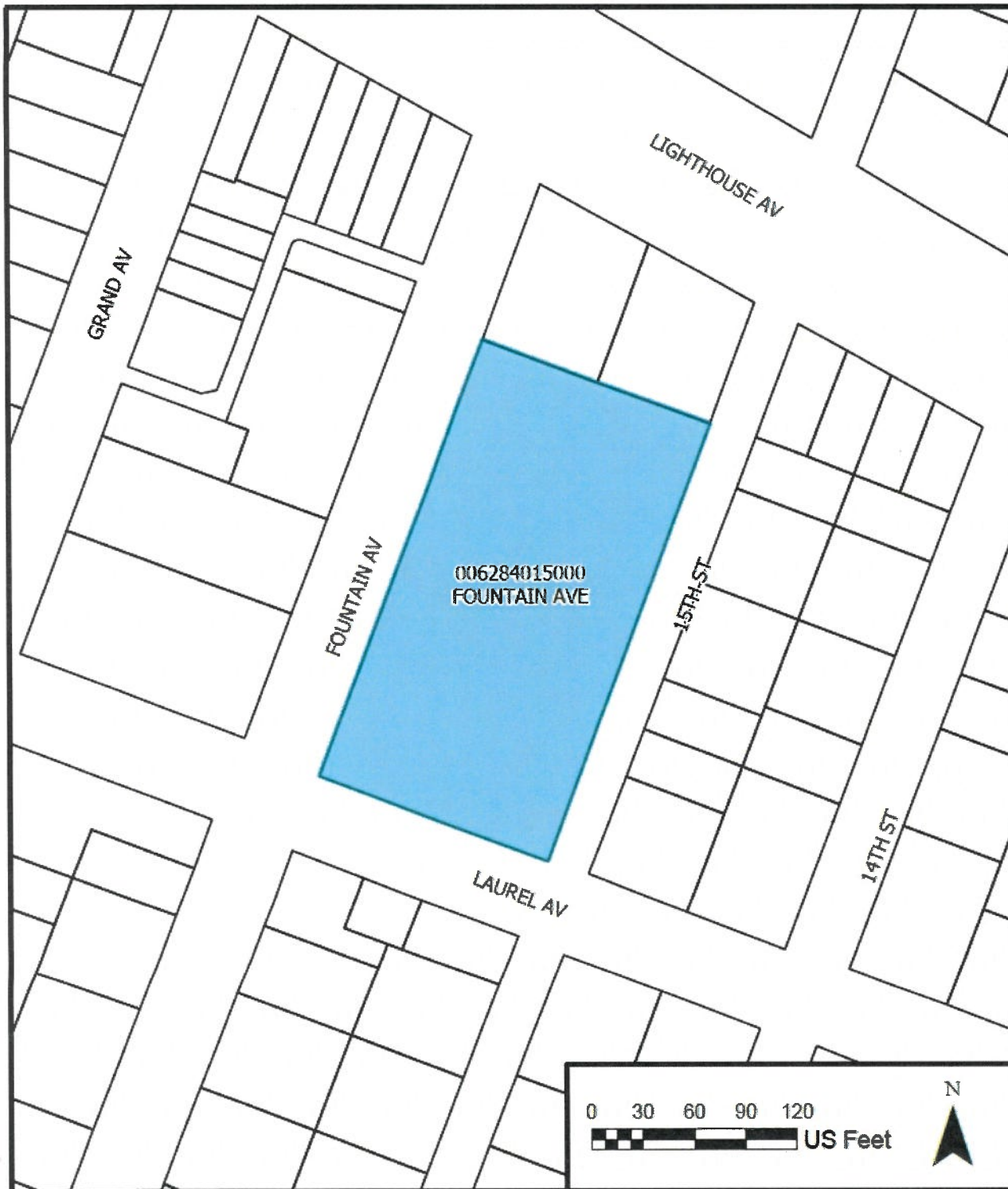
FINANCIAL IMPACT:

There is no financial impact in discussing a concept review item or directing staff to return at a future date with a proposed City Council agenda item.

FOCUSED PRIORITY AREA: Affordable Housing

Attachments

Pacific Grove Parcel Report



City of Pacific Grove Parcel Report

APN: 006284015000

Details

Address: FOUNTAIN AVE

Zoning: C-D

City Land Use: Downtown Commercial (D)

Lot & Block: 1ST ADD TO PACIFIC GROVE RETREAT LOTS 5 THRU 22
BLK 33

Approximate Acreage: 0.88

Approximate Square Feet: 38454

Area of Special Biological Significance: Yes

Archaeology Zone: No

Butterfly Habitat: No

Coastal Zone: No

Environmentally Sensitive Habitat Area: No

Historic Resources Inventory: No

Historical Site: No

Septic: No

Water Management Zone: No

Selected Parcel Coordinates: 121°55'W 36°37'11"N

Legend

 Selected Parcel

 Parcel

DISCLAIMER:

THE CITY OF PACIFIC GROVE HAS MADE EVERY EFFORT TO ASSURE THE ACCURACY OF THIS MAP. THE CITY DOES NOT, HOWEVER, ASSUME ANY RESPONSIBILITY, IMPLIED OR OTHERWISE, AND MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CLAIM REGARDING MAP ACCURACY.

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Luke Coletti, Councilmember
MEETING DATE: July 19, 2023
SUBJECT: Pacific Grove Public Transportation - Past, Present, and Future
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

The Past:

Public transportation within Pacific Grove has a long and colorful history. Indeed, the first local public transportation service within Monterey County linked the [Del Monte Hotel](#) with the towns of Monterey and Pacific Grove. The service was operated by the [Monterey and Pacific Grove Railway](#), which began operations as a horsecar line on August 5, 1891. In 1905, the service was electrified, and the horse drawn cars were converted into electric cars. The Railway discontinued operations on December 4, 1923.

[Bay Rapid Transit](#) provided bus service within Pacific Grove for the next 50 years, until [Monterey Peninsula Transit](#) took over in 1973. Around this same time, the City of Pacific Grove decided to use funds from a new state sales tax to begin its own bus system, which was named Mini-Monarch Transit. Three 17-passenger minibuses were purchased and painted with orange and black wings to resemble monarch butterflies. Patronage grew quickly reaching around 100,000 passenger trips per year. In 1977, the original 17-passenger busses were replaced with a 25-passenger model. Even so, patrons at the time had to stand. In 1978, fares increased from 10 cents to 25 cents. In July 1978, the Pacific Grove City Council decided it could no longer afford the \$20,000 per year operating subsidy and turned operation of the routes over to Monterey Peninsula Transit (see Attachment-1). Monterey Peninsula Transit became [Monterey-Salinas Transit](#) in 1981.

Many years later, a Pacific Grove Trolley was operated by Monterey-Salinas Transit during the tourist season (May-Sept). The service was only operational for three years: 2010-2012. There were 19,652 riders in 2011, the only year of uninterrupted operation. The service was subsidized by an Air District AB 2766 grant with additional subsidy coming from the PG Chamber (see Attachment-2). The Air District discontinued offering grants for transit operations which ultimately led to discontinuation of the Pacific Grove Trolley as the local Chambers could not justify continuing funding the service without outside subsidy based on the ridership.

For the past 30 years, the [Monterey Trolley](#) (previously The WAVE) has been paid for by the City of Monterey who seeks out other funding partners like the Monterey Bay Aquarium to cover MST costs of operations and capital replacement. The Monterey Trolley currently uses 100% renewable biodiesel.

At its [January 12, 2022](#), meeting the City Council certified the EIR and approved the use permit for the proposed 225 room ATC Hotel (see Council Resolution [22-001](#) and [22-002](#)). EIR Mitigation Measure GHG-2.1 requires a Commute Trip Reduction/Transportation Demand Management Plan, which shall include, among other things, “extension or funding of MST Trolley.”

The Present:

Monterey-Salinas Transit currently operates two routes within Pacific Grove. The [Route-1](#) mini buses use gasoline, and the [Route-2](#) buses use biodiesel.

At its [February 1, 2023](#), meeting the City Council established an ad hoc Committee on Climate Action and Adaptation Planning. Councilmembers Coletti, McDonnell, and Poduri volunteered to serve on the Committee. At its [April 18, 2023](#), meeting the Beautification and Natural Resources Commission approved the assignment of Commissioners McKenna, Myers, and Tibbs to the Committee. The Committee will become inactive once a Climate Action and Adaptation Plan is completed.

At its inaugural [May 18, 2023](#), meeting the Committee received a preliminary report from the Association of Monterey Bay Area Governments (AMBAG) detailing the City’s greenhouse gas (GHG) emissions. The report states that transportation alone was responsible for 72.9% (80,987 metric tons) of GHG emissions in 2020 (see Attachment-3).

The AMBAG report does not include an analysis of GHG emissions due to visitor-based travel. However, at their [January 20, 2022, meeting](#) Carmel’s [Climate Committee](#) reviewed a [study](#) that found visitor trips and second homes accounted for 67% of all vehicle miles travelled (VMT). The presentation included a recommendation to “Incentivize electric vehicles/buses by visitors.”

It’s worth noting that the percentage of vacant housing units in Carmel (38.1%) is considerably higher than in Pacific Grove (17.3%), according to AMBAG’s [2022 Regional Growth Forecast](#). The level of vacant housing units for the AMBAG region is 8.9% (see 2020 values).

The Future:

In order to plan for real reductions in Greenhouse Gas Emissions, the City must select the appropriate model to analyze transportation trip type, and associated vehicle miles travelled. Expanding public transportation opportunities for both residents and visitors will almost certainly be necessary. Traffic congestion, parking, and the economic benefit of transporting visitors into our commercial areas must also be analyzed. The journey has just begun.

GOAL ALIGNMENT

[Environmental Stewardship](#) - Initiate and Complete a Climate Action Plan and Adaptation Plan.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact in receiving the report.

GOAL ALIGNMENT: Not Applicable.

Attachments

- 1 - Trolleys of the Grove
- 2 - MST Launches New Trolley Service
- 3 - AMBAG Presentation PG Preliminary Greenhouse Inventory

Trolleys Of The Grove



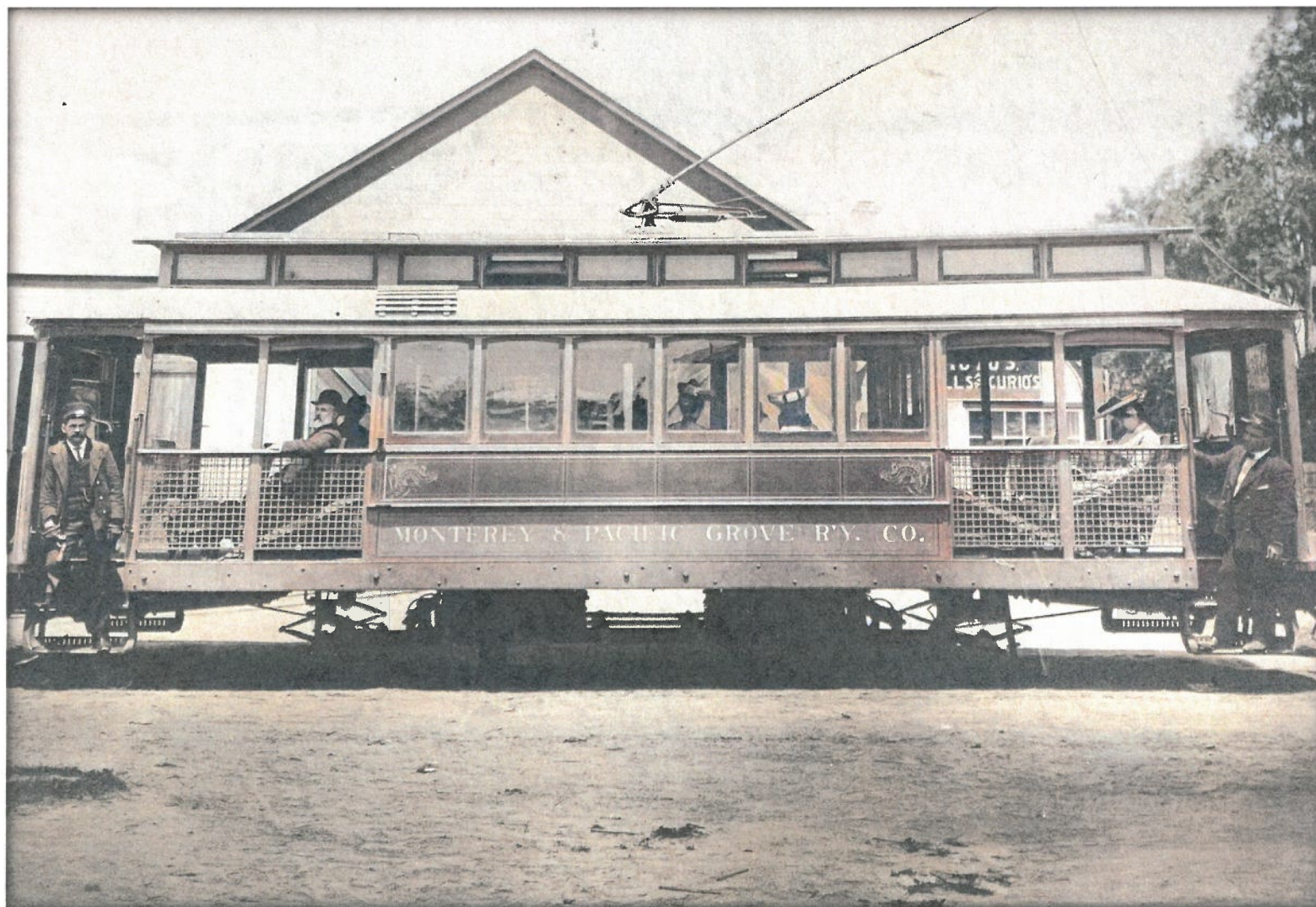
ALL EIGHT HORSECARS OF THE MONTEREY AND PACIFIC GROVE RAILWAY - CIRCA 1895



HORSECAR #7 AT EL CARMELO HOTEL – CIRCA 1895



A REBUILT HORSECAR MODIFIED FOR ELECTRIC SERVICE – CIRCA 1905



PACIFIC GROVE'S STREETCAR ERA 1891-1923



MONTEREY PENINSULA TRANSIT AND PG MINI MONARCH BUSES – CIRCA 1975



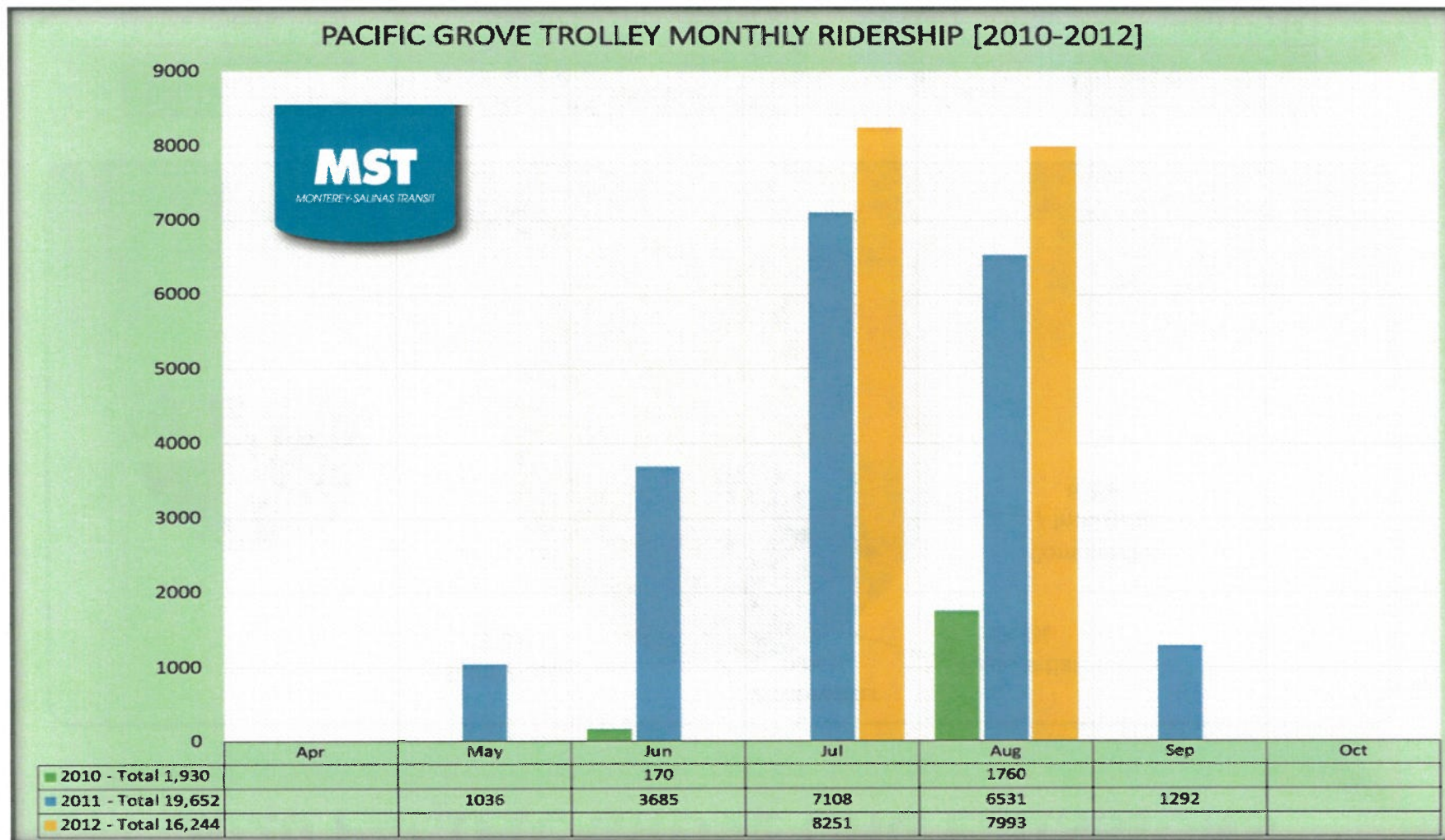
ORIGINAL 17 PASSENGER MINI MONARCH – CIRCA 1975



25 PASSENGER MINI MONARCH – CIRCA 1977

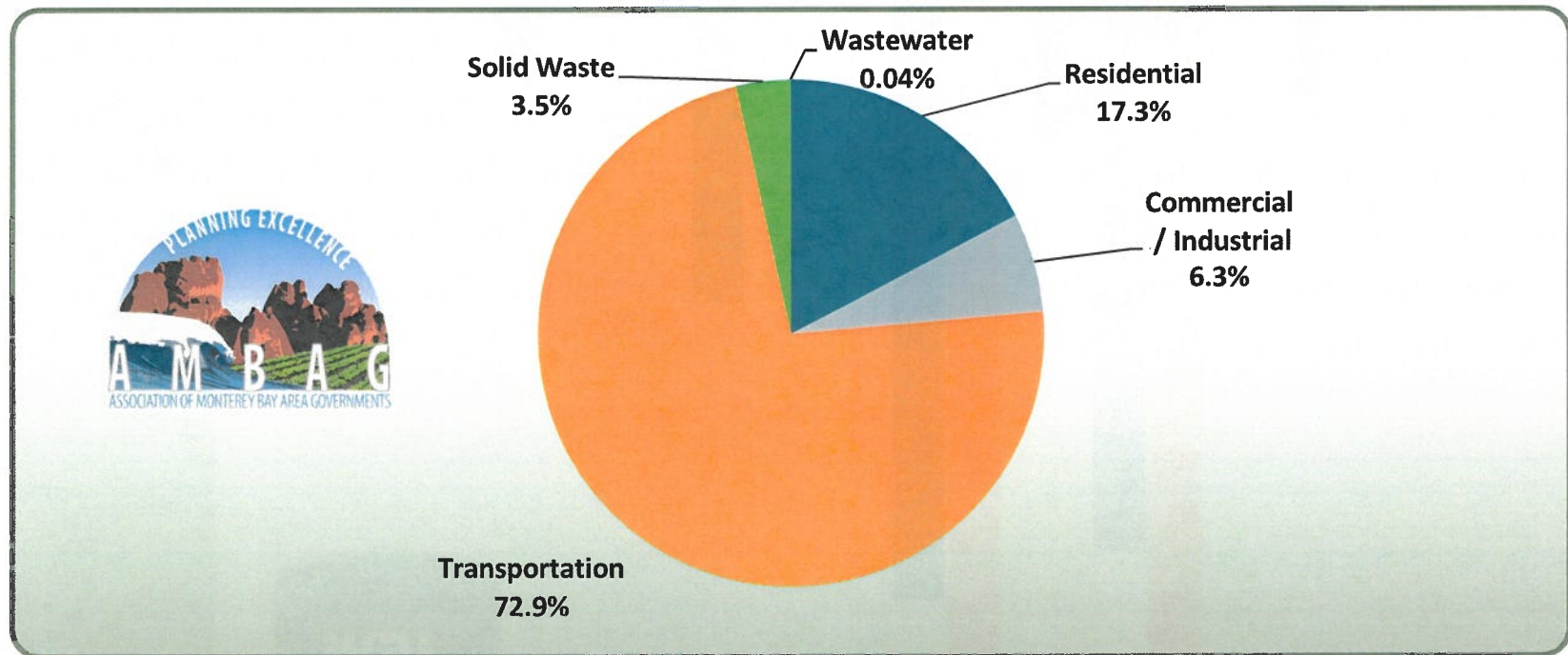


MONTEREY-SALINAS TRANSIT TROLLEY IN PACIFIC GROVE – CIRCA 2011



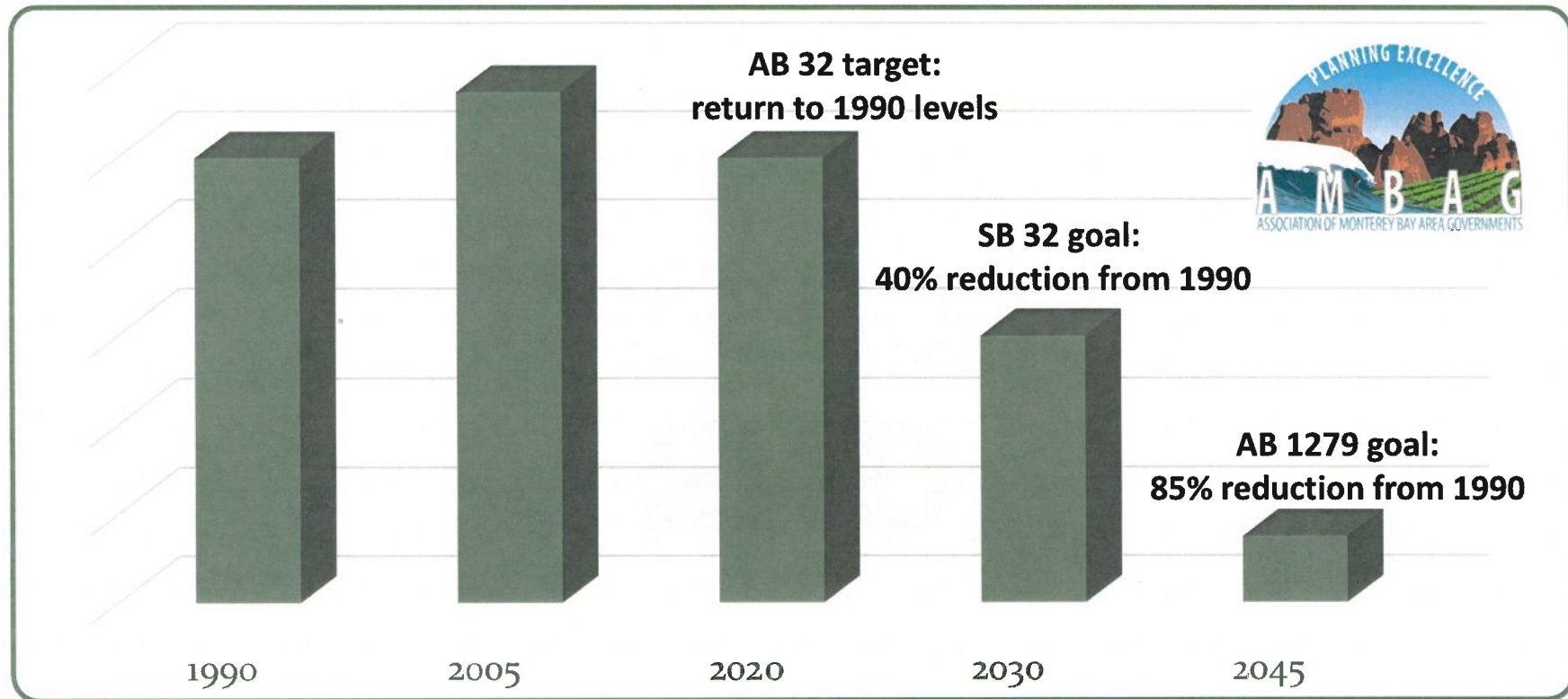
Data Provided by Monterey-Salinas Transit

2020 PACIFIC GROVE GHG EMISSIONS



2020 Community Emissions by Sector	Residential	Commercial / Industrial	Transportation	Solid Waste	Wastewater	Total
CO2e (metric tons)	19,267	6,970	80,987	3,875	44	111,144
% of Total CO2e	17.3%	6.3%	72.9%	3.5%	0.04%	100%

CALIFORNIA GHG REDUCTION TARGETS



- 1990 is California's statewide baseline year
- 2005 emissions are 15% higher than 1990 emissions
- 2005 is the year used as a baseline year by most cities

AB 1279 also set a goal of achieving carbon neutrality by 2045

END QUESTIONS



City Council
City of Pacific Grove

July 19, 2023

Councilmember Luke Coletti

MST Launches New Services

New local MST services are making it easier and more affordable for residents to travel within their communities. With MST On Call in King City and Greenfield, passengers can schedule mini-bus pick-ups for travel within their respective city limits. Some riders call an hour in advance of a planned trip; others set up daily or weekly standing appointments for work, school, medical visits and shopping needs. The weekday service also carries passengers to connecting MST bus routes, allowing them to continue on to other Monterey County destinations.

On Call rides cost just \$1 (\$.50 for ages 18 and under or 65 and older, individuals with disabilities, Medicare card holders and active duty military). The service is already operating in Marina and Gonzales.

MST's seasonal Pacific Grove Trolley debuted in July, providing free, convenient transportation between the city's shopping, dining and lodging districts. The Monterey Bay Unified Air Pollution Control District, the City of Pacific Grove and the Pacific Grove Chamber of Commerce provided financial, marketing and in-kind support for the service, and MST partnered with the Monterey Bay Aquarium to create on-board narration highlighting marine features, city history and points of interest.



"I was so impressed with the amount of foot traffic I saw downtown this past summer, and I credit that to the trolley."

Carmelita Garcia
Mayor of Pacific Grove

During its journey along the water and into downtown, the Pacific Grove Trolley stops at the aquarium, Lovers Point and Asilomar Conference Center, along with local inns, museums and shops. Both visitors and residents boarded in high numbers this summer, and, as a result, city businesses reported an increase in business.

"The feedback I received about the Pacific Grove Trolley was very positive," says Pacific Grove Mayor Carmelita Garcia. "I was so impressed with the amount of foot traffic I saw downtown this past summer, and I credit that to the trolley."

The trolley, which will return from Memorial Day weekend to Labor Day in 2012, was modeled after similar services in Monterey, Carmel and Salinas.

MST launched two long-distance commuter routes in 2011, as well. With the addition of Lines 82 and 83 serving Salinas, Greenfield, King City, Fort Hunter Liggett and Paso Robles, riders now can travel between Willits, California, and Tijuana, Mexico, entirely on public transportation—a distance of nearly 600 miles!





City of Pacific Grove Preliminary Greenhouse Gas Inventory

May 18th 2023
City of Pacific Grove Climate Action and Adaptation Plan Subcommittee
Amaury Berteaud, Sustainability Program Manager
Association of Monterey Bay Area Governments (AMBAG)

AMBAG's Role



- AMBAG is the Metropolitan Planning Organization for Monterey, San Benito, and Santa Cruz Counties, and the Council of Governments for Monterey and Santa Cruz Counties
- AMBAG creates the Metropolitan Transportation Plan and Sustainability Communities Strategy (MTP/SCS) every four years
- The SCS links transportation, housing, and land use to enhance sustainable mobility and reduce per-capita transportation GHG emissions



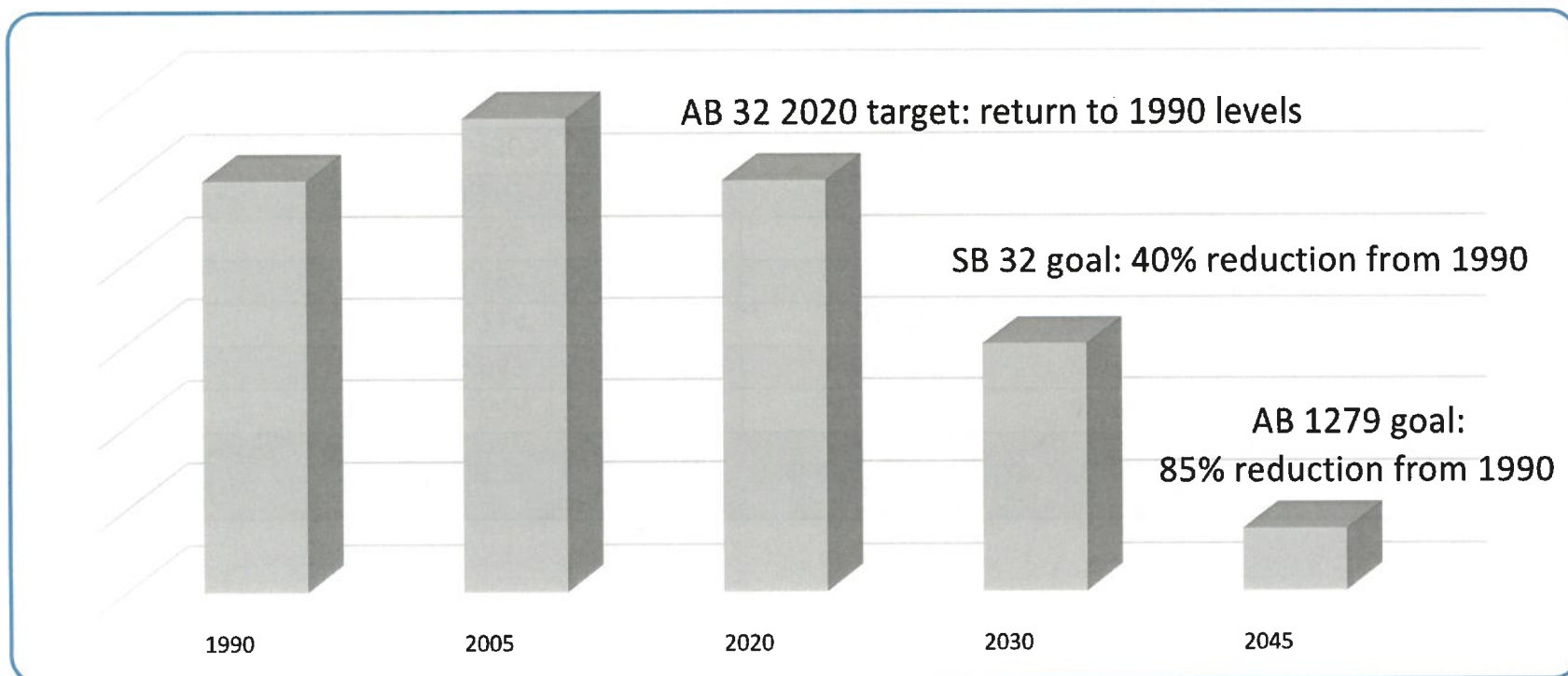
AMBAG's Role

- AMBAG implements sustainability initiatives throughout the region to build capacity for communities to reduce GHG emissions and build resiliency to climate change.
- AMBAG prepared Community-wide GHG inventories for all 21 jurisdictions for the 2005, 2010 and 2015 inventory years through the AMBAG Energy Watch Program
- AMBAG received funding from Central Coast Community Energy (3CE) to prepare 2018, 2019 and 2020 Community-wide for all 3CE members as they start receiving electricity

Related Terms

- **Baseline year:** the year against which emissions are tracked over time
- **Greenhouse gases (GHGs):** carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O). Emissions are expressed in equivalents of carbon dioxide (CO₂e)
- **Community-wide Greenhouse Gas Inventory:** a calculation of GHG emissions generated as a result of activities within a community
- **Climate Action Plan:** A document that details the different GHG reduction measures that need to be implemented in order for a community to meet a GHG reduction goal

California GHG Reduction Targets



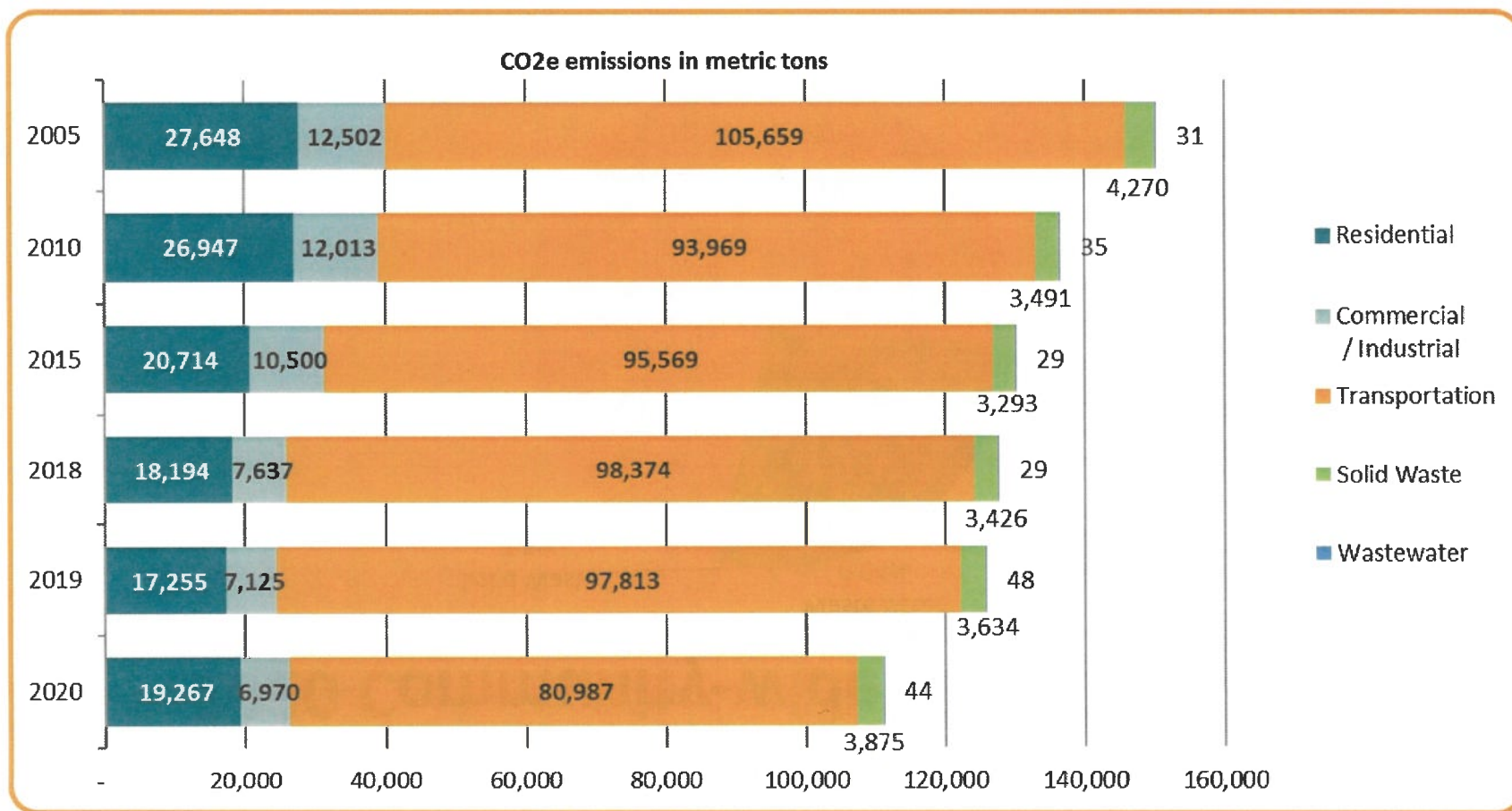
1990 is California's statewide baseline year
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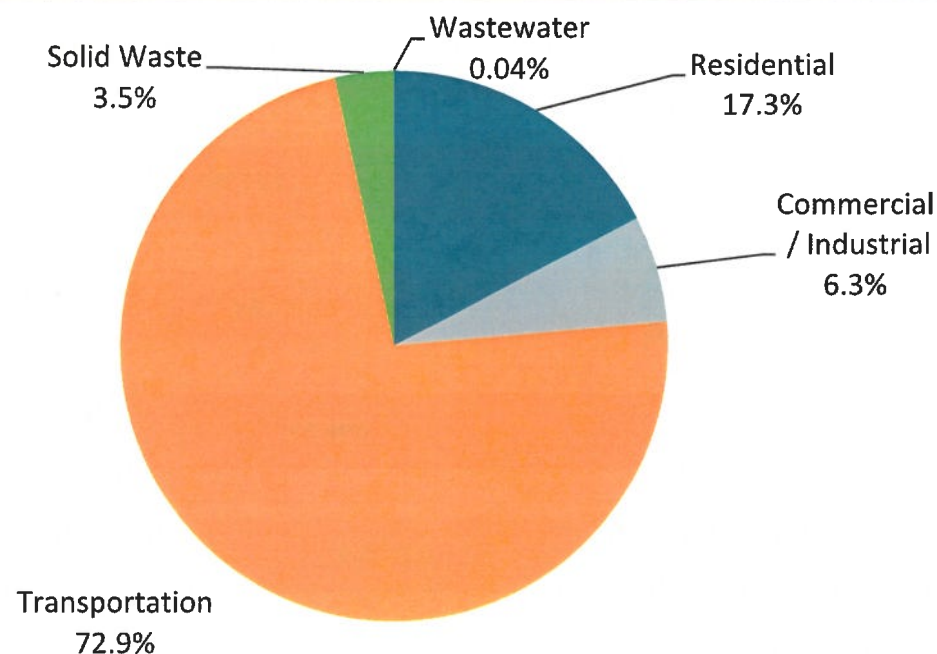
2005-2020 Community-wide GHG Emissions

Community CO ₂ e Emissions by Sector	Residential	Commercial / Industrial	Transportation	Solid Waste	Wastewater	Total
2005	27,648	12,502	105,659	4,270	31	150,110
2010	26,947	12,013	93,969	3,491	35	136,455
2015	20,714	10,500	95,569	3,293	29	130,105
2018	18,194	7,637	98,374	3,426	29	127,660
2019	17,255	7,125	97,813	3,634	48	125,876
2020	19,267	6,970	80,987	3,875	44	111,144
% change 2005- 2020	-30%	-44%	-23%	-9%	43%	-26%

2005-2020 Community-wide GHG Emissions

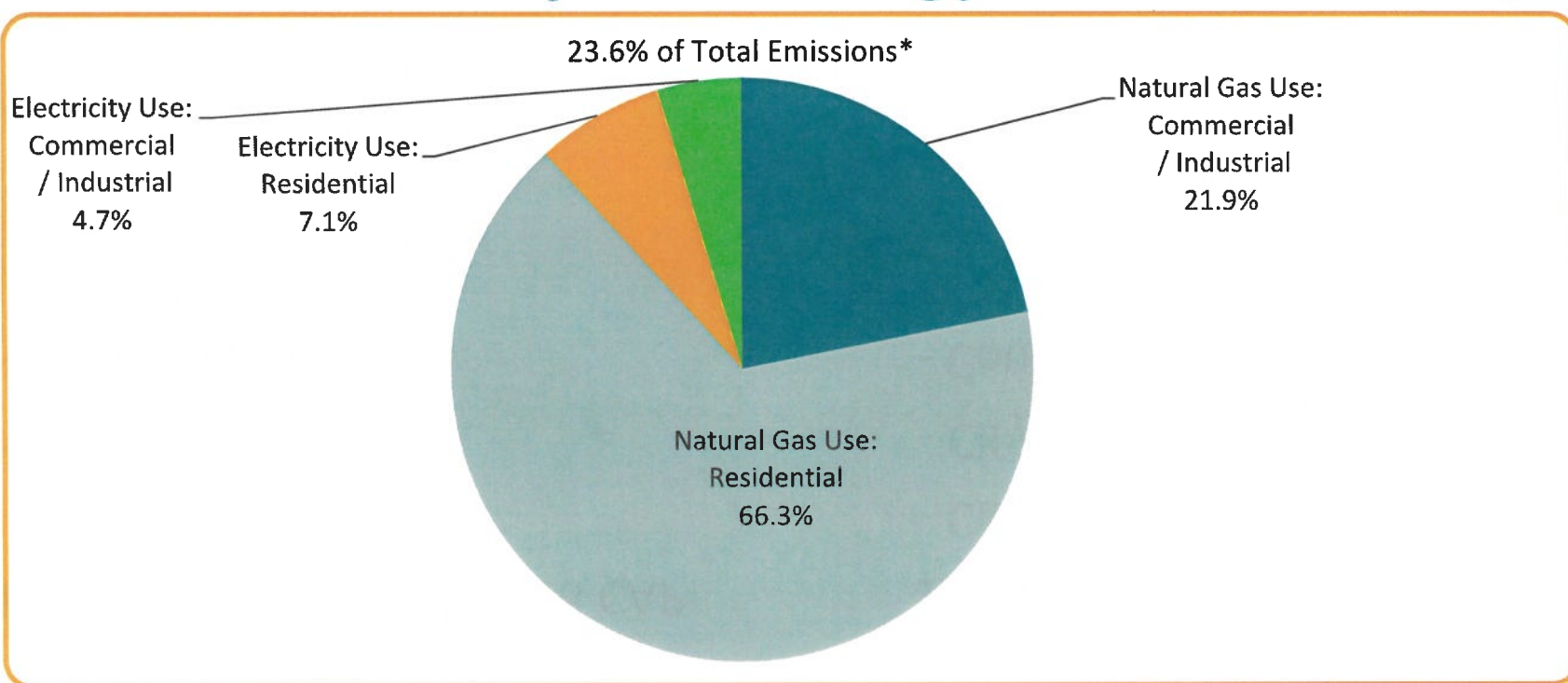


2020 Community-wide GHG Emissions



2020 Community Emissions by Sector	Residential	Commercial / Industrial	Transportation	Solid Waste	Wastewater	Total
CO ₂ e (metric tons)	19,267	6,970	80,987	3,875	44	111,144
% of Total CO ₂ e	17.3%	6.3%	72.9%	3.5%	0.04%	100%

2020 Community-wide Energy Use Emissions



Natural Gas Use Emissions (CO ₂ e):		Electricity Use: Emissions (CO ₂ e):	
Commercial/Industrial	Residential	Commercial/Industrial	Residential
5,749	17,404	1,221	1,863

Climate Action Planning in the Monterey Bay



Jurisdictions with an adopted CAP:

- City of Capitola
- City of Carmel
- City of Gonzales
- City of Monterey
- City of Santa Cruz
- City of Watsonville
- County of Santa Cruz

Jurisdictions with a CAP in Progress

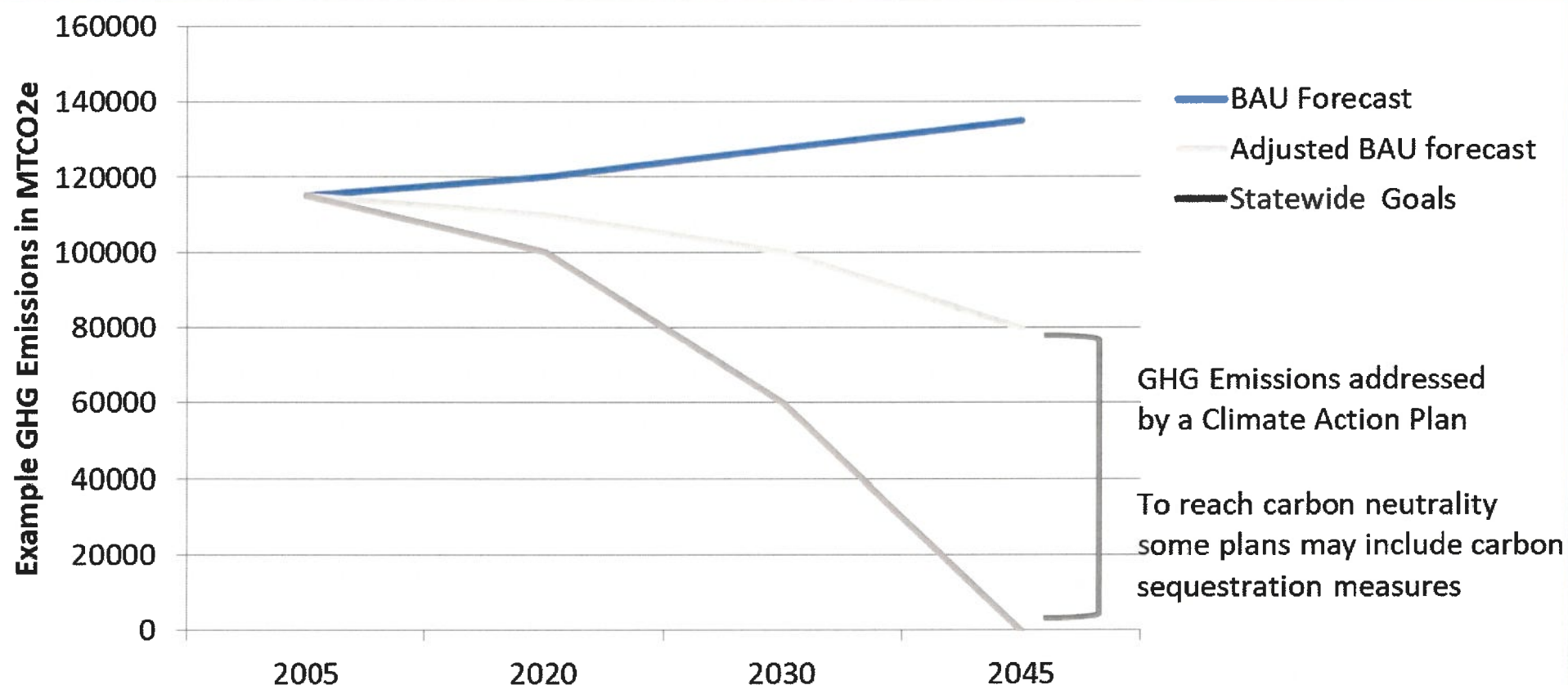
- City of Hollister
- City of Salinas
- County of Monterey



Steps to Complete a Climate Action Plan

- Complete a GHG inventory
- Conduct a business as usual (BAU) forecast and adjust the BAU forecast to account for statewide mandates which would reduce emissions
- Identify GHG emission reductions still required to meet statewide GHG reduction targets
- Draft GHG reduction measures (GHG reduction potentials, costs, and funding sources)

Example GHG Emissions Forecast





Steps to Complete a Climate Action Plan

- Conduct a public engagement process to identify the needs of the community
- Finalize the GHG reduction measures. Ideally each measure includes specific implementation and monitoring requirements
- Create the draft plan and receive public comments
- If the plan will be qualified as a plan to reduce greenhouse gas emissions under CEQA, obtain CEQA Certification
- Adopt the Climate Action Plan



Climate Action Plan Implementation

- Implementation is the key to successfully planning for climate change
- In the past, jurisdictions have struggled to implement climate action plans due to lack of funding and staff capacity
- Jurisdictions are eager to collaborate with one another, regional agencies, and community partners to implement recently adopted climate action plans



Questions?