



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, December 20, 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.

PACIFIC GROVE COUNCIL MEETINGS ARE CONDUCTED IN PERSON AT CITY HALL COUNCIL CHAMBER.

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

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

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

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

To participate telephonically, call any number below:

888 788 0099 US (Toll-free)

877 853 5247 US (Toll-free)

669 900 9128

669 219 2599

Webinar ID: 209 579 290#

If prompted to enter a participant ID, press #.

Help Line 831-648-3128

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Poduri

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. Proclamation Honoring Library Director Diana Godwin on the Occasion of Her Retirement.
Reference: Mayor Bill Peake **PG 6**
Recommended Action: Receive Proclamation.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. Proclamation Honoring Building, Grounds, & Cemetery Supervisor Roque Pinheiro on the Occasion of His Retirement. **PG 8**
Reference: Mayor Bill Peake
Recommended Action: Receive Proclamation.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

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

- A. Report on Closed Session by City Attorney
- B. Other

4. GENERAL PUBLIC COMMENT

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

- A. 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 November 1, 2023 City Council Closed Session and Regular Meeting.
Reference: Bonnie Gawf, Interim City Clerk **PG 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
- A. Ordinance to Amend the Salary Schedule (Minimum Wage) **PG 20**
Reference: Leticia Livian, Human Resources Director
Recommended Action: Hold a second reading of an ordinance to amend the salary classification schedule modifying salary ranges for Cashier, Intern, Lighthouse Docent Coordinator, Recreation Assistant I, and Recreation Assistant II.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
8. **REPORTS – INFORMATION ONLY**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business
- A. First Quarter Budget Report. **PG 24**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378
- B. November 2023 Check Register. **PG 30**
Reference: James Minshew, Management Analyst
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
- C. November Core Revenue Report. **PG 72**
Reference: James Minshew, Management Analyst
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

- D. Cedar, Sunset & Congress Intersection Improvements Project. **PG 75**
Reference: Daniel Gho, Public Works Director/Deputy City Manager
Recommended Action: Receive Report
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

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

- A. Historic Resources Committee Membership. **PG 79**
Reference: Mayor Bill Peake
Recommended Action: Direct City Attorney to introduce and hold a first reading of an ordinance to amend PGMC Chapter 23.76.021 Historic Resources Committee.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

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

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. First Amendment to Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update. **PG 81**
Reference: Lew Bauman, Interim Community Development Director
Recommended Action: 1) Motion to authorize the Mayor to execute the First Amendment To Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update adding an amount not to exceed \$952,708.20 to complete the following:
 1. Update General Plan Zoning Ordinance and Map Amendments
 2. Prepare General Plan Land Use Element Consistency Updates
 3. Prepare General Plan Health and Safety Element Consistency Updates
 4. Prepare Program Environmental Impact Report
 5. Public Hearing and Community Meeting Attendance
 6. Prepare Mitigation and Monitoring Plan
 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. Chinese Pavilion Project, Elmarie Dyke Park.

PG 240

Reference: Amy Colony, Management Analyst

Recommended Action: Receive the report and recommend approving the concept and bringing this item forward for inclusion into the FY 2024/25 Capital Improvement Program.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: December 20, 2023
SUBJECT: Proclamation Honoring Library Director Diana Godwin on the Occasion of Her Retirement.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive Proclamation.

Attachments

Proclamation



Mayor's Proclamation

A Proclamation Honoring Library Director Diana Godwin on the Occasion of her Retirement

WHEREAS, Diana Godwin was hired by the City of Pacific Grove on December 9, 2013 to be a Librarian and took an oath, just as her predecessors, to uphold the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, Diana Godwin was promoted to Library Director; and

WHEREAS, Diana Godwin has overseen the launch of highly lauded adult and teen programming, with an emphasis on poetry; and

WHEREAS, Diana Godwin has participated in the renewal and renovation of the historic Andrew Carnegie Library; and

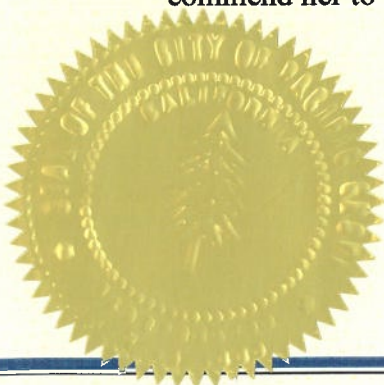
WHEREAS, Diana Godwin navigated the adoption of a new electric outreach vehicle through the F&F MCGIVES! Campaign 2022; and

WHEREAS, Diana Godwin has overseen the expansion of the Pacific Grove Library's local history collection; and

WHEREAS, Diana Godwin partnered with the Heritage Society of Pacific Grove to successfully digitize the Library's local newspaper archives; and

WHEREAS, Diana Godwin is retiring in good stead, on December 31, 2023 after serving the citizens of Pacific Grove for 10 years, being true to her Oath of Office;

NOW THEREFORE, I, Bill Peake, Mayor of the City of Pacific Grove, do hereby attribute to Diana Godwin, the highest honor due her for her dedicated service and commend her to a fulfilling retirement and wish her all happiness as she spends more time with family, including granddaughter Nora.



Bill Peake

Bill Peake, Mayor
December 20, 2023



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: December 20, 2023
SUBJECT: Proclamation Honoring Building, Grounds, & Cemetery Supervisor Roque Pinheiro on the Occasion of His Retirement.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive Proclamation.

Attachments

Proclamation



Mayor's Proclamation

A Proclamation Honoring Building, Grounds, & Cemetery Supervisor Roque Pinheiro on the Occasion of his Retirement

WHEREAS, Roque Pinheiro was hired by the City of Pacific Grove on February 1, 1989, to be Building and Grounds Maintenance Worker I, and took an oath, just as his predecessors, to uphold the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, Roque Pinheiro was promoted several times, and ultimately promoted to his current position of Building, Grounds, and Cemetery Supervisor on October 25, 2004; and

WHEREAS, Roque Pinheiro has overseen Pacific Grove's numerous field maintenance programs through the years; and

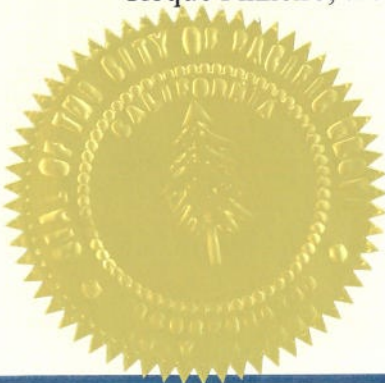
WHEREAS, Roque Pinheiro has diligently monitored operating conditions and supervised the maintenance, repair and development of City buildings, grounds, environmental control systems and wastewater, along with other Pacific Grove infrastructure; and

WHEREAS, Roque Pinheiro exceptional work ethic, high level of technical skill and expertise, and long tenure here have made him a valuable and knowledgeable resource for the City of Pacific Grove; and

WHEREAS, Roque Pinheiro has overseen the implementation and execution of 100's, if not 1,000's of special events, which all events ran perfectly, well organized, with zero incidents over his tenure of event management; and

WHEREAS, Roque Pinheiro is retiring in good stead, on December 29, 2023, after serving the citizens of Pacific Grove for more than 35 years, being true to his Oath of Office;

NOW THEREFORE, I, Bill Peake, Mayor of the City of Pacific Grove, do hereby attribute to Roque Pinheiro, the highest honor due his for his dedicated service and commend him to a fulfilling retirement.



Bill Peake

Bill Peake, Mayor
December 20, 2023



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bonnie Gawf, Interim City Clerk
MEETING DATE: December 20, 2023
SUBJECT: Minutes of the November 1, 2023 City Council Closed Session and Regular Meeting.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve Minutes.

DISCUSSION

OPTIONS

FINANCIAL IMPACT:

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

CC Closed Session and Regular Meeting Minutes 11-1-23



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

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

CALL TO ORDER

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

APPROVAL OF AGENDA

Action: Upon motion by Councilmember Poduri and seconded by Mayor Pro Tem Smith, 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 Beck, Coletti, McDonnell, and Poduri.
NOES: None.
ABSENT: Councilmember Amelio.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment received.

1. Written Public Comment
2. Conference with Labor Negotiators (Government Code Section 54957.6) City Negotiators: Katy Suttorp, City Attorney's Office
Employees: Management Employees Association (MEA); Unrepresented Management, Confidential Employees; and Unrepresented Department Heads
3. Conference with Legal Counsel--Existing Litigation Pursuant to Government Code Section 54956.9(d) (1) Name of cases: Mark A Enayati v. City of Pacific Grove, et al., Monterey County Superior Court Case No. 21CV002786 ("Enayati I") and Mark A Enayati v. City of Pacific Grove, et al. Monterey County Superior Court Case No. 22CV001017 ("Enayati II")

4. Conference with Legal Counsel--
Existing Litigation Pursuant to
Government Code Section 54956.9
Worker's Compensation (W/C) Claim No. 402102DA772-0001 (Billy Hawkins)

ADJOURNMENT

Respectfully submitted,

Kerry Lindstrom
Interim City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager: _____ Date _____

DRAFT



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE:

Mayor Peake led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted to approve the agenda, as amended, with Item 12C being considered as Item 11A and Item 11A being considered as Item 11C

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

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

2. PRESENTATIONS

A. Friends of Perkins Park

Action: Received Presentation

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

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

A. Report on Closed Session by City Attorney:

- Conference with Labor Negotiators (Government Code Section 54957.6) City Negotiators: Katy Suttorp, City Attorney's Office
Employees: Management Employees Association (MEA); Unrepresented Management, Confidential Employees; and Unrepresented Department Heads

- Conference with Legal Counsel--Existing Litigation Pursuant to Government Code Section 54956.9(d) (1) Name of cases: Mark A Enayati v. City of Pacific Grove, et al., Monterey County Superior Court Case No. 21CV002786 ("Enayati I") and Mark A Enayati v. City of Pacific Grove, et al. Monterey County Superior Court Case No. 22CV001017 ("Enayati II")
- Conference with Legal Counsel--Existing Litigation Pursuant to Government Code Section 54956.9
Worker's Compensation (W/C) Claim No. 402102DA772-0001 (Billy Hawkins)

City Attorney Brian Pierik stated there was no reportable action for all 3 items on the Closed Session Agenda.

- B. Council and staff made general announcements.

4 GENERAL PUBLIC COMMENT

Public comment received from Jane Haines, Moe Ammar, Lisa Ciani, Daniel Miller, Carmelita Garcia, Andy Kubica, and Liz Jacobs.

- A. Written General Public Comment

CONSENT AGENDA

Action: Consent Agenda Item 9C was considered immediately following the Consent Agenda.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti, Council voted 6-0-1, Councilmember Ameilio absent, to approve the Consent Agenda, as amended.

5 APPROVAL OF CITY COUNCIL MEETING MINUTES

6 RESOLUTIONS

7 ORDINANCES

8 REPORTS – INFORMATION ONLY

- A. City Council Goals Quarterly Update

Action: Received the report.

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

- B. 2023 CalCities Annual
Conference Report

Action: Received Report

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

9. REPORTS – REQUIRING ACTION

A. Committee Appointments - Clifton, Wooten, and Gorman

Action: Approved appointments of John L. Clifton to Administrative Enforcement Hearing Officers Panel to 1/31/26, Cathy Wooten to Beautification and Natural Resources Commission to 1/31/26, and Jennifer Gorman to Beautification and Natural Resources Commission to 1/31/26

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

B. Motion to Approve Interim City Manager Employment Agreement with Robert Perrault

Action: Approved Interim City Manager Employment Agreement with Robert Perrault or other action as directed by the City Council related to this item.

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

C. City Manager Job Description *This item was pulled and considered immediately following the Consent Agenda*

Reference: Bill Peake, Mayor

Recommended Action: Direct the City Attorney to prepare a Resolution establishing a City Manager Job Description or 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

A. Recreation Board Meeting Minutes August 26, 2022; October 27, 2022; December 22, 2022; and January 26, 2023

Action: Received minutes.

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

REGULAR AGENDA

9C. City Manager Job Description *This item was pulled and considered immediately following the Consent Agenda*

No public comment received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti, Council directed the City Attorney to prepare a resolution establishing a City Manager job description.

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

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

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

11. PUBLIC HEARINGS

- A. Consider an Appeal of Architectural Permit (AP), Use Permit (UP) and Variance (VAR) No. 22- 0284, 773-775 Ocean View Blvd, Pacific Grove (APN 006-071-007) *This item was previously Item 12C.*

Mayor Peake opened the public hearing and defined it as a Quasi-Judicial Hearing.

Councilmember McDonnell reported ex parte communication with the appellant, receiving information on neighboring properties and variances from staff. Councilmembers Beck and Coletti reported ex parte communication; did a drive-by of the project. Mayor Peake reported ex parte communication; received information on neighboring properties and variances from staff.

Contract Planner Joseph Sidor presented to Council.

Appellant was allowed 10 minutes to present to Council.

Applicant Jeannie Byrne was allowed 10 minutes to present to Council.

Public comment was received from Julia Elmquist, Shelly Tinsley, Marian Rolle, Darrin Tinsley, and Paul Bruno.

Applicant Jeannie Byrne was allowed 5 minutes for rebuttal and Appellant was allowed 5 minutes for rebuttal.

Mayor Peake closed the public hearing.

Action: Upon motion by Mayor Peake and seconded by Councilmember Beck, Council directed the applicant to revise the proposed project subject to Council direction with a height limit not to exceed 25 feet and continued the item to a date uncertain.

Motion carried 5-1-1, by the following roll call vote:

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

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

- A. Compensation and Benefits for Department Heads and Non-Represented Management and Confidential Group Employees ***This item was considered as Item 11C.***

Reference: Katy Suttorp, Special Council, City Attorney's Office

Recommended Action: Approve a resolution approving the salary and benefit enhancements for Department Heads and for the Non-Represented Management and Confidential Group Employees.

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

- B. Memorandum of Understanding between the City of Pacific Grove and the Management Employees Association (MEA)
Public comment received from Daniel Miller, George Feurst, and Andy Kubica.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Mayor Peake, Council approved Resolution 23-032 approving the Memorandum of Understanding between the City of Pacific Grove and the Management Employees Association to cover the period of July 1, 2023, through June 30, 2026.

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

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

NOES: Councilmembers Beck and Coletti.

ABSENT: Councilmember Amelio.

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

- C. Compensation and Benefits for Department Heads and Non-Represented Management and Confidential Group Employees ***This item was previously Item 11A.***

Public comment received from Daniel Miller and Andy Kubica.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Mayor Peake, Council approved Resolution 23-030 approving compensation and benefit enhancements for Non-Represented Management and Confidential group employees and Resolution 23-031 approving the compensation and benefit enhancements for Department Heads.

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

AYES: Mayor Peake, Mayor Pro Tem Smith, Councilmembers

McDonnell, and Poduri
NOES: Councilmembers Beck and Coletti.
ABSENT: Councilmember Amelio.

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

12 UNFINISHED AND ONGOING BUSINESS

- A. Introduction of Cannabis Licensing Ordinance and Cannabis Zoning Ordinance
Public comment received from Niko Enea.

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

1. Request the City Attorney to read the title of Licensing Ordinance.
2. Motion to waive further reading of the ordinance and introduce the Licensing Ordinance
3. Request the City Attorney to read the title of Zoning Ordinance
4. Motion to waive further reading and introduce the Zoning Ordinance
5. Direct that publication of these two ordinances will be satisfied by publication of a summary approved by the City Attorney

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

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

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

- B. Water Conservation Subcommittee Status Report and Recommendation for Quarterly Reporting of the City's Cal-Am Water Use
No public comment received.

Action: Received the report.

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

- C. Consider an Appeal of Architectural Permit (AP), Use Permit (UP) and Variance (VAR) No. 22- 0284, 773-775 Ocean View Blvd, Pacific Grove (APN 006-071-007) *This item was considered as Item 11A.*

Reference: Joseph Sidor, Contract Planner

Recommended Action: Staff recommends the City Council deny the appeal and approve the Architectural Permit, Use Permit, and Variance (AP/UP/VAR 22-0284), subject to the findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).

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

- D. Market and Economic Evaluation Report for the Pacific Grove Golf Links ***This item was continued.***

Reference: Tori Hannah, Administrative Services Director/City Manager Pro Tempore

Recommended Action: Receive the Market and Economic Evaluation Report for the Pacific Grove Golf Links from Pro Forma Advisors, LLC

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

13. NEW BUSINESS

14. FULL PRESENTATIONS

ADJOURNMENT

Council adjourned the meeting at approximately 10:08 p.m.

Respectfully submitted,

Kerry Lindstrom
Interim 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: Leticia Livian, Human Resources Director
MEETING DATE: December 20, 2023
SUBJECT: Ordinance to Amend the Salary Schedule (Minimum Wage)
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold a second reading of an ordinance to amend the salary classification schedule modifying salary ranges for Cashier, Intern, Lighthouse Docent Coordinator, Recreation Assistant I, and Recreation Assistant II.

DISCUSSION

The City Clerk caused a summary of the ordinance to be published on December 14, 2023.

The City salary classification schedule identifies the job classifications approved by Council (e.g., Office Assistant) and the hourly rates of pay for each classification at each step authorized by the Personnel Rules. Pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280, approval and amendment to the classification schedule must be adopted by the Council.

Increase to State Minimum Wage

Staff is proposing changes to the salary schedule to comply with an increase to California State Minimum Wage. California’s minimum wage will increase from \$15.50 to \$16 per hour for all employers on January 1, 2024.

The salary ranges in the following classifications need to be adjusted to meet the State’s minimum wage requirements:

- Cashier
- Intern
- Lighthouse Docent Coordinator
- Recreation Assistant I

The recommended approach is to increase the range of the entire classification, which preserves the City’s ability to hire personnel in the future at the lowest step, while complying with the new minimum wage law.

Additionally, to avoid salary compaction issues within the effected classification series: Recreation Assistant I, and Recreation Assistant II, it is also recommended that Recreation Assistant II salary range

be adjusted accordingly. Salary compaction is the situation that occurs when there is only a small difference in pay between classifications regardless of their skills, experience, and responsibility levels.

Proposed New Salary Ranges:

Classifications	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E
Cashier	16.00	16.80	17.64	18.52	19.45
Intern	16.00	16.80	17.64	18.52	19.45
Lighthouse Docent Coordinator	16.00	16.80	17.64	18.52	19.45
Recreation Assistant I	16.00	16.80	17.64	18.52	19.45
Recreation Assistant II	19.62	20.60	21.63	22.71	23.85

The requested change to the salary classification schedule will only impact the classifications listed in this agenda report. All other classification hourly salary ranges will remain the same. To view the entire salary schedule, please refer to the City's website,

<http://www.cityofpacificgrove.org/about-city/human-resources/salaries-benefits-and-mous>.

OPTIONS

Provide alternative direction to staff.

FINANCIAL IMPACT:

There is minimal impact to the budget since the lowest hourly rate on the City's salary schedule is \$16.00 for positions recommended for a salary change in this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Ordinance

ORDINANCE NO. 23-0XX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE SALARY CLASSIFICATION SCHEDULE TO COMPLY WITH CALIFORNIA MINIMUM WAGE

Findings

1. The State of California has increased minimum wage to \$16.00 per hour effective January 1, 2024; and
2. Cashier, Intern, Lighthouse Docent Coordinator, and Recreation Assistant I, falls below the \$16.00 per hour minimum requirement at the first step; and
3. Amending the salary schedule will meet the State requirements; and
4. Amending the salary schedule by adjusting the range preserves the City's full flexibility for future hiring decisions and observes the intent of the state requirements; and
5. Amending the salary schedule for Recreation II in the classification job family avoids salary compaction issues; and
6. Amending the salary schedule will allow for the new salary rates to take effect; and
7. Amendment to the salary schedule classification plan must be adopted by the City Council pursuant to Pacific Grove Municipal Code (PGMC) Section 4.20.280; and
8. 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 action 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, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

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

SECTION 2. The position classification plan approved and adopted by the City Council pursuant to PGMC § 4.20.280 is amended for Cashier, Intern, Lighthouse Docent Coordinator, Recreation Assistant I, and Recreation Assistant II classifications with the following salary schedule:

Classifications	Step 1A	Step 2B	Step 3C	Step 4C	Step 5E
Cashier	16.00	16.80	17.64	18.52	19.45
Intern	16.00	16.80	17.64	18.52	19.45
Lighthouse Docent Coordinator	16.00	16.80	17.64	18.52	19.45
Recreation Assistant I	16.00	16.80	17.64	18.52	19.45
Recreation Assistant II	19.62	20.60	21.63	22.71	23.85

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. Upon approval at second reading, this ordinance shall be given an effective date of 12/24/2023.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN PIERNIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Tori Hannah, Administrative Services Director/Assistant City Manager
MEETING DATE: December 20, 2023
SUBJECT: First Quarter Budget Report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

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

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

OPTIONS

N/A. This is informational only.

FINANCIAL IMPACT:

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

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Fiscal Year 23/24 Fire Quarter Budget Report



City of Pacific Grove

First Quarter Budget Report – Fiscal Year 23/24

Fund Summaries

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

Revenues Fund	FY 23/24 Adopted	YTD Transactions	% of Budget	Prior YTD Transactions
01 General Fund	\$31,263,187	\$4,409,207	14%	\$4,515,187
74 Local Water Project	1,576,187	382,834	24%	220,579
75 Cemetery	656,500	143,356	22%	224,493
76 Sewer Fund	4,436,000	156,891	4%	49,107
77 Golf	731,500	128,736	18%	116,952

Expenditures Fund	FY 23/24 Adopted	YTD Transactions	% of Budget	Prior YTD Transactions
01 General Fund	\$32,104,273	\$7,800,063	24%	\$7,497,615
74 Local Water Project	1,636,449	47,525	3%	150,405
75 Cemetery	681,989	146,537	21%	138,311
76 Sewer Fund	4,502,614	457,620	10%	787,586
77 Golf	670,598	141,472	21%	162,042

General Fund Overview

General Fund revenues and expenditures are trending relatively consistent with the budgetary projections. While the Fiscal Year 23/24 quarterly revenues are \$105,980 less than in the prior, the Fiscal Year 22/23 amounts include an \$800,000 interfund transfer of ARPA funds to assist with pandemic revenue losses. In Fiscal Year 23/24, additional supplementary funds were not needed. If the Fiscal Year 22/23 revenues are reduced by the one-time ARPA funds, there is an annual increase of on-going revenues of \$694,020. This can primarily be attributed to the addition of the new Measure A transactions and use tax (sales tax); and a \$277,882 single construction permit receipt. The annual increase in expenditures aligns with the planned budgetary projections.

At the close of the first quarter, expenditures exceeded revenues by approximately \$3.4 million. This variance is due to uneven revenue receipting patterns, combined with a significant debt service payment at the beginning of the year. This first quarter deficit is also evident in the prior year. Specific information related to major revenue categories and departmental expenditures are provided within this section.

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

General Fund Revenues

The following chart provides an overview of the General Fund revenue receipts. All revenues are trending fairly consistent with the prior year or the annual budget. Any significant variances are listed below the chart.

Revenues	Adopted Budget	YTD Transactions	% Used / Rec'd	Prior YTD Transactions
Taxes:				
Property Taxes	\$9,609,000	-	-	-
Transient Occupancy Tax	6,463,000	1,629,952	25%	1,614,027
Transient Use Licenses	99,000	866	2%	2,258
Sales and Use Tax	5,957,000	464,029	8%	350,801
Business License Tax	370,000	360,603	97%	215,564
Franchise Tax	1,585,000	-	0%	-
Utility User Tax	2,005,000	322,524	16%	314,449
Cannabis Tax	100,000	-	-	-
Other Tax	176,000	29,427	17%	24,737
Total Taxes	\$26,364,000	\$2,807,401	11%	\$2,521,836
Other:				
Licenses and Permits	838,000	613,896	73%	247,216
Intergovernmental	58,000	9,824	17%	-
Charges for Services	2,072,000	583,996	28%	526,679
Fines and Forfeitures	125,000	2,439	2%	83,479
Interest, Rents, Conc.	435,000	164,391	38%	150,568
Other Revenues	1,371,187	227,260	17%	185,409
Interfund Transfers	-	-	0%	800,000
Totals	\$31,263,187	\$4,409,207	14%	\$4,515,187

Property Taxes

During the first quarter, the City does not typically receive Property Tax Revenues. These revenues are received primarily in December and April.

Transient Occupancy Tax (TOT), Sales Tax, and Franchise Taxes

Due to accrual and receipting patterns, only one to two monthly payments have been received in the Sales Tax and Transient Occupancy Tax categories; and no revenues have been received in the Franchise Tax category. This is consistent with the receipting cycles for these revenue classifications.

The annual sales tax difference of \$113,228 is largely due to the addition of Measure A. This new tax became effective on October 1, 2022. Measure A receipts for Fiscal Year 22/23 will begin to appear in the third quarter.

Business License Taxes

The majority of Business License revenues are typically received at the beginning of the year. The annual difference of \$145,039 is primarily related to the timing of receipts and accounting accrual entries. It is anticipated that these taxes will trend consistently with prior year amounts and the budget.

Cannabis Tax

In Fiscal Year 23/24, the City anticipated receiving a partial year of cannabis tax revenues. The budget may need to be amended at mid-year to allow for additional time for the development of the corresponding ordinance and related materials, as well as permitting a storefront.

Licenses and Permits

Construction permits are the largest source of revenue within this category. In Fiscal Year 23/24, the City received a single payment of \$277,882 related to a construction permit for a hotel. This single receipt contributed to the significant annual and budgetary difference.

Intergovernmental

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

Fines and Forfeitures

Revenues within this category vary. In Fiscal Year 22/23, the City received a single \$80,414 payment related to a code enforcement case. In Fiscal Year 23/24, the City did not receive any significant one-time receipts.

Interest, Rents, and Concessions

Revenues are trending greater than the percentage of year elapsed due to increased interest earnings.

Interfund Transfers

In Fiscal Year 22/23, a transfer of \$800,000 in American Rescue Plan Act funds was appropriated to assist with revenue recovery. In Fiscal Year 23/24, no additional funds were needed to supplement operations.

Expenditures

During the first quarter, department expenditures may not trend with the percentage of year that has elapsed. The primary exception is the underlying salary and benefit costs, which are trending consistent with the number of completed payperiods. **In the first quarter of Fiscal Year 23/24, there was an additional payperiod and one more unfunded liability payment when compared to the prior year. This contributed to the annual variances within departments.** Additional information specific to departments are listed below the table.

Expenditures	Adopted Budget	YTD Transactions	% of Budget	Prior YTD Transactions
City Council	310,998	62,730	20%	57,428
City Manager	1,225,545	307,165	25%	224,426
City Attorney	996,100	45,101	5%	63,067
Economic Development	342,775	29,970	9%	19,297
Finance	1,374,546	287,331	21%	219,565
Information Services	935,429	205,090	22%	119,525
Police	8,336,438	2,028,703	24%	1,638,693
Fire	4,403,000	830,684	19%	1,175,610
Public Works	5,011,544	963,467	19%	721,904
Community Development	3,022,491	458,552	15%	234,518
Library	1,159,335	321,393	28%	249,984
Recreation	1,189,769	331,284	28%	197,381
Museum	337,400	84,030	25%	86,959
Subtotal	\$28,645,370	\$5,955,500	21%	\$5,008,357
Capital Outlay	215,000	80,841	37%	46,334
Transfers to CIP Fund	850,000	212,500	25%	143,750
Debt Service	1,454,716	1,410,582	97%	2,218,174
Interfund Transfers	939,187	141,000	15%	81,000
Total Expenditures	\$32,104,273	\$7,800,063	24%	\$7,497,615

City Manager and Economic Development

During the first quarter of Fiscal Year 23/24, a partial payment for a separation agreement was allocated to the City Manager and Economic Development Department budgets. This expenditure, which was equivalent to six months of compensation, contributed to the annual variance.

City Attorney

In the first quarter of both fiscal years, there were limited payments for legal expenditures. This is primarily due to billing and payment patterns.

Information Technology (IT)

The Fiscal Year 23/24 IT expenditures are trending relatively consistent with the budget. The annual difference of \$85,565 was primarily related to timing of contract services and software subscription payments.

Fire

The quarterly difference in fire expenditures primarily reflects the timing of monthly payments. In the first quarter of Fiscal Year 22/23, the City made four monthly payments for fire contract services, as compared to two payments in Fiscal Year 23/24. The first quarter of Fiscal Year 23/24 also includes one additional unfunded liability payment.

Community Development

The annual and budgetary differences primarily relate to the timing of payments. The Fiscal Year 23/24 expenditures includes one additional monthly payment for building contract services; and one additional bi-weekly payroll disbursement.

Recreation

The annual and budgetary difference primarily reflects the ramp-up of recreation programs and staffing to assist in meeting Council goals. The annual difference can also be attributed to one month of additional utility payments that are within the first quarter of Fiscal Year 23/24.

Debt Service

In Fiscal Year 23/24, the annual debt service payments were \$807,592 less than the prior year. This is primarily related to a reduction in the City's Pension Obligation Bond payment.

Interfund Transfers

In Fiscal Year 23/24, the budgeted transfers represent \$625,187 in water entitlement revenues to the Local Water Project to assist with the repayment of the Sewer/LWP Interfund Loan; and \$314,000 in transfers to the Public Safety Augmentation Fund for emergency dispatch services. The water entitlement revenues represent the proceeds from a developer promissory note. The \$625,187 amount will be transferred upon receipt of the funds. The first quarter transfers represent 25% or \$78,500 of the annual transfer for emergency dispatch fees and \$62,500 for the partial receipt of promissory note proceeds.

Other Funds

Local Water Project (LWP)

In Fiscal Year 23/24, the first quarter LWP revenues include a \$62,500 transfer of water entitlement proceeds; and operating revenues of \$320,334. The Fiscal Year 22/23 operating revenues for the same two-month period were \$195,579. This annual difference is primarily related to an increase in the recycled water fees to assist with fiscal sustainability efforts. This fee increase became effective on July 1, 2023; and adjusted the

per gallon rate from \$0.018 to \$0.029. Annual expenditures are approximately \$103,000 below the prior fiscal year. This reduction is primarily related to the timing of contract service payments, and decreased utility costs.

Cemetery

The Cemetery revenues and expenditures are trending relatively close to the budget. The first quarter Cemetery receipts reflect 22% of the budgeted amount; however it is approximately \$81,000 less than the prior year. In Fiscal Year 22/23, the City added 36 new single burial sites; and sold ten sites within the first quarter. This contributed to the annual variance in sales. The Fiscal Year 23/24 first quarter revenues are more representative of a traditional level of sales.

Sewer Fund

In the first quarter of Fiscal Year 23/24 Sewer revenues were \$107,784 greater than the prior year. This revenue increase can be largely attributed to the receipt of sewer connection fees, greater investment earnings, and a \$62,500 payment from the Local Water Project to pay for debt service on an Sewer/LWP Interfund Loan. In the prior fiscal year, the City did not receive any connection fees or a debt service payment. While the annual revenues were approximately 4% of the budgeted amount, this variance is consistent with revenue receipting patterns. The City contracts with Monterey One Water to collect sewer use fees. Due to the timing associated with collecting and remitting bi-monthly payments to the City, there are very little or no revenues to report in the first quarter. The Sewer Fund has sufficient fund balance to manage any cash flow requirements. The \$329,966 reduction in expenditures is primarily related to the timing of capital project expenditures and the elimination of approximately \$88,000 in pension obligation bond payments.

Golf Course

Golf Course revenues were \$11,784 above the prior year primarily due to increased rental receipts, while expenditures were \$20,570 below the prior year. This annual reduction in expenditures is primarily related to a building improvement project that was initiated in the first quarter of Fiscal Year 22/23.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: James Minshew, Management Analyst
MEETING DATE: December 20, 2023
SUBJECT: November 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 November 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

November 2023 Check Register

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107548	11/03/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	786.09
101	107548	11/03/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,729.05
TOTAL CHECK									2,515.14
101	107549	11/03/23	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	594.00
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:4301 HEALTH	0.00	564.42
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	888.94
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,064.05
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,146.60
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,311.24
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	2,400.24
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,219.90
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	4,444.70
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	4,800.48
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	5,333.64
101	107550	11/03/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
TOTAL CHECK									47,926.89
101	107551	11/03/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,916.57
101	107551	11/03/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	100.00
TOTAL CHECK									2,016.57
101	107552	11/03/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,224.82
101	107552	11/03/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	16,265.23
101	107552	11/03/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	42,203.51
TOTAL CHECK									69,693.56
101	107553	11/03/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	741.50
101	107554	11/03/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	315.00
101	107554	11/03/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	10,440.44
TOTAL CHECK									10,755.44
101	107555	11/03/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	138.46
101	107556	11/03/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	40.00
101	107557	11/03/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	28.09
101	107557	11/03/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	137.40
101	107557	11/03/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,981.41
101	107557	11/03/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,233.61
101	107557	11/03/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,511.12
TOTAL CHECK									11,891.63

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107558	11/03/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	107559	11/03/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	454.80
101	107559	11/03/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	265.30
101	107559	11/03/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	536.08
101	107559	11/03/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	853.38
101	107559	11/03/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
TOTAL	CHECK							0.00	2,147.15
101	107560	11/03/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	132.25
101	107561	11/03/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	369.05
101	107561	11/03/23	2133	PERS	01	202	DED:0000 PERS	0.00	469.15
101	107561	11/03/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	879.00
101	107561	11/03/23	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	744.67
101	107561	11/03/23	2133	PERS	01	202	DED:15 PERS-RETRO	0.00	758.08
101	107561	11/03/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	632.78
101	107561	11/03/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,784.30
101	107561	11/03/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	6,516.89
101	107561	11/03/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,237.42
101	107561	11/03/23	2133	PERS	01	202	DED:01 PERS	0.00	9,341.72
101	107561	11/03/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,716.06
101	107561	11/03/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	10,134.81
101	107561	11/03/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,908.56
101	107561	11/03/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	13,387.68
101	107561	11/03/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	86.49
101	107561	11/03/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	128.49
101	107561	11/03/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.44
TOTAL	CHECK							0.00	79,091.71
101	107562	11/03/23	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
101	107562	11/03/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	1,012.65
TOTAL	CHECK							0.00	1,020.65
101	107563	11/03/23	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	46.70
101	107564	11/03/23	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,401.75
101	107565	11/03/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	600.12
101	107566	11/03/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	590.81
101	107567	11/03/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	405.42
101	107567	11/03/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	167.52
101	107567	11/03/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
101	107567	11/03/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
101	107567	11/03/23	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL	CHECK							0.00	694.72
101	107568	11/02/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	34,772.00
101	107568	11/02/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	45,722.50
101	107568	11/02/23	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	67,292.63

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	147,787.13
101	107569	11/02/23	8711	MAXFIELD MURRAY	301	5215	REIMBURSE FOR HOTEL	0.00	1,277.60
101	107571	11/02/23	2059	PACIFIC SMOG	301	5227	SMOG INSPECTIONS	0.00	83.50
101	107572	11/06/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,498.73
101	107576	11/08/23	10153	SANDIE SHELBY	201	5202	NTRY WTR ENTITLEMEN	0.00	50.00
101	107577	11/08/23	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	51.63
101	107577	11/08/23	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	64.83
101	107577	11/08/23	2786	VERIZON WIRELESS	401	5212	LIB	0.00	76.02
101	107577	11/08/23	2786	VERIZON WIRELESS	501	5212	PW	0.00	92.87
101	107577	11/08/23	2786	VERIZON WIRELESS	301	5212	PD	0.00	103.69
101	107577	11/08/23	2786	VERIZON WIRELESS	501	5212	PW	0.00	975.80
101	107577	11/08/23	2786	VERIZON WIRELESS	121	5212	CM	0.00	22.59
101	107577	11/08/23	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	38.01
101	107577	11/08/23	2786	VERIZON WIRELESS	201	5212	CDD	0.00	44.22
TOTAL CHECK								0.00	1,469.66
101	107578	11/08/23	9632	ABBIE FERRERA	01	4469	RFNDJZZMTZ - ESTELL	0.00	10.00
101	107579	11/08/23	10105	ANNIE DEIS	01	4469	RFND JZZMTZ - DELAN	0.00	10.00
101	107580	11/08/23	10147	ANTHANG HOANG	01	4469	RFND B&T - LEA HE	0.00	13.83
101	107581	11/08/23	10138	AUGUSTA WELTY	01	4469	RFND B&T - MAE	0.00	12.50
101	107582	11/08/23	10148	BETH FEBUS	01	4469	RFND B&T - MAGGIE	0.00	13.83
101	107583	11/08/23	365	BSN SPORTS LLC	421	5361	SPRTS SUPPLIES SOCC	0.00	3,809.93
101	107584	11/08/23	10092	CHALLENGER TEAMWEAR	421	5361	SPRTS SUPPLIES SOCC	0.00	964.79
101	107585	11/08/23	10150	DANIEL GOLDBECK	01	214	RFND DEPOSIT LVRS P	0.00	196.00
101	107586	11/08/23	9652	ELISABETH CAUSOR	421	5361	PROGRAM SUPPLIES	0.00	57.41
101	107587	11/08/23	10132	EVELYN GARCIA-MONGE	01	4469	RFND JZZMTZ - LEVI	0.00	10.00
101	107588	11/08/23	10069	GLYNIS BARRETT	01	4469	RFND JZZMTZ - POPPY	0.00	10.00
101	107589	11/08/23	10107	HEATHER LAZARE	01	4469	RFND JZZMTZ - ELODI	0.00	10.00
101	107590	11/08/23	10151	HEIDI SOLORIO	01	214	RFND DEPOSIT LVRS P	0.00	206.00
101	107591	11/08/23	10070	HEIHACHIRO TAKARABE	421	5208	TAI CHI 11/4-25/202	0.00	84.00
101	107592	11/08/23	10144	JENNIFER LAMA	01	4469	RFND B&T - HAZEL	0.00	12.50
101	107593	11/08/23	10136	JESSICA MORRIS	01	4469	RFND B&T - WESLEY	0.00	12.50

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107594	11/08/23	10104	JILLIAN ANDRADE	01	4469	RFND JZZMTZ - LENNO	0.00	10.00
101	107595	11/08/23	10141	KATHERINE HULBROCK	01	4469	RFND B&T - GENEVIEV	0.00	12.50
101	107596	11/08/23	10133	KERRIE SMITH	01	4469	RFND JZZMTZ - DARLA	0.00	10.00
101	107597	11/08/23	10139	KERRIE SMITH	01	4469	RFND B&T - DARLA	0.00	12.50
101	107598	11/08/23	9486	KRISTEN DEMPSEY	01	4469	RFND JZZMTZ - MAEVE	0.00	10.00
101	107599	11/08/23	10039	KRISTEN PACE	01	4469	RFND B&T - TALLULAH	0.00	13.83
101	107600	11/08/23	10143	KRISTIN MAKOWSKI	01	4469	RFND B&T - EMMA	0.00	12.50
101	107601	11/08/23	10135	MARISSA MERRILL	01	4469	RFND B&T - WRENN	0.00	12.50
101	107602	11/08/23	10134	MAYA WOLFE	01	4469	RFND JZZMTZ - AVERL	0.00	10.00
101	107603	11/08/23	10140	MEGAN ROACH	01	4469	RFND B&T - ZELLA	0.00	12.50
101	107604	11/08/23	10149	MICHELLE ERICKSON	01	4469	RFND B&T - ANNABELL	0.00	13.83
101	107605	11/08/23	9171	MOLLIE COLLYER	01	4469	RFND AUDREY - B&T	0.00	12.50
101	107606	11/08/23	10142	NICOLE DOTTO	01	4469	RFND B&T - NICKELLS	0.00	12.50
101	107607	11/08/23	7674	ROBERT HUITT	01	214	RFND POINT PINOS LH	0.00	196.00
101	107608	11/08/23	10137	SONYA WONG	01	4469	RFND B&T - JUNE	0.00	12.50
101	107609	11/08/23	10146	VANESSA KINGSLEY	01	4469	RFND B&T - GABRIELA	0.00	13.83
101	107610	11/08/23	10145	VENESSA ANYA	01	4469	RFND B&T - AMELIA	0.00	12.50
101	107611	11/09/23	3970	ALHAMBRA & SIERRA S	351	5291	WATER SERVICES	0.00	210.73
101	107613	11/09/23	6520	RINCON CONSULTANTS,	201	5209	420 LA CALLE CORTE-	0.00	1,855.00
101	107613	11/09/23	6520	RINCON CONSULTANTS,	201	5209	420 LA CALLE CORTE-	0.00	3,005.75
101	107613	11/09/23	6520	RINCON CONSULTANTS,	201	5209	420 LA CALLE CORTE-	0.00	3,011.25
101	107613	11/09/23	6520	RINCON CONSULTANTS,	201	5209	420 LA CALLE CORTE-	0.00	7,345.25
TOTAL CHECK								0.00	15,217.25
101	107614	11/09/23	7314	STRESSCRETE	505	6001	DOWNTOWN STREET LAM	0.00	7,184.00
101	107614	11/09/23	7314	STRESSCRETE	505	6001	DOWNTOWN STREET LAM	0.00	9,510.60
TOTAL CHECK								0.00	16,694.60
101	107615	11/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	2,640.00
101	107615	11/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	2,640.00
101	107615	11/09/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	3,271.95
TOTAL CHECK								0.00	8,551.95

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107616	11/09/23	8330	AMAZON CAPITAL SERV	505	5309	BIKE RACK	0.00	23.69
101	107616	11/09/23	8330	AMAZON CAPITAL SERV	505	5309	GENERATOR	0.00	34.85
101	107616	11/09/23	8330	AMAZON CAPITAL SERV	131	5309	BOOKCASE	0.00	174.79
TOTAL CHECK								0.00	233.33
101	107617	11/09/23	8818	AMAZON.COM	301	5275	POLICE BELT	0.00	63.80
101	107618	11/09/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN SE	0.00	145.12
101	107618	11/09/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN SE	0.00	150.87
101	107618	11/09/23	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN SE	0.00	150.87
TOTAL CHECK								0.00	446.86
101	107619	11/09/23	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	28.64
101	107619	11/09/23	5363	AT&T CALNET 3	133	5212	CH GNRTR ALARM LINE	0.00	29.04
TOTAL CHECK								0.00	57.68
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	428.42
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	500.24
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	881.58
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	2,383.65
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	25.31
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	46.25
101	107620	11/09/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	247.26
TOTAL CHECK								0.00	4,512.71
101	107621	11/09/23	10124	BEHAVIORAL ANALYSIS	301	5215	INTRVW & INTRGTN TR	0.00	575.00
101	107622	11/09/23	8084	BPS TACTICAL, INC.	301	5291	PATROL VEST COVERS	0.00	1,368.31
101	107624	11/09/23	402	CA DEPT OF JUSTICE	301	5201	LIVESCANS	0.00	160.00
101	107625	11/09/23	8400	CALEA	301	5201	ANNUAL CONTINUATION	0.00	4,595.00
101	107627	11/09/23	7677	CAPE ACCOUNTING	301	5215	CAPE 2024 ANNUAL TR	0.00	400.00
101	107629	11/09/23	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	327.66
101	107629	11/09/23	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	30.58
101	107629	11/09/23	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	32.33
101	107629	11/09/23	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	34.08
TOTAL CHECK								0.00	424.65
101	107630	11/09/23	5171	COMCAST	133	5206	PW INTRNT 194117	0.00	228.83
101	107630	11/09/23	5171	COMCAST	133	5206	PD INTRNT 387836	0.00	151.23
101	107630	11/09/23	5171	COMCAST	133	5206	REC 214972	0.00	93.75
101	107630	11/09/23	5171	COMCAST	133	5206	PW INTRNT 389527	0.00	106.23
TOTAL CHECK								0.00	580.04
101	107631	11/09/23	623	COMMUNITY HUMAN SER	201	5209	Q1FY24 PRMLCLHSNGAL	0.00	74,621.00
101	107633	11/09/23	10115	EAGLE VIEW	501	5291	AERIAL PHOTOGRAPHY	0.00	1,567.74
101	107634	11/09/23	4173	FASTENAL	502	5322	MECH STOCK	0.00	162.97

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107634	11/09/23	4173	FASTENAL	503	5322	TOOL	0.00	163.86
TOTAL CHECK								0.00	326.83
101	107635	11/09/23	982	FIRST ALARM INC.	301	5223	ALARM TEST	0.00	136.11
101	107636	11/09/23	592	FOREST HILL ACE HAR	505	5309	GENERATOR	0.00	32.76
101	107637	11/09/23	7884	GARDAWORLD	131	5202	SEPT 2023	0.00	85.56
101	107638	11/09/23	9275	GEOGRAPHIC TECHNOLO	133	5201	GIS IMPLEMENTATION	0.00	1,182.50
101	107639	11/09/23	1105	GRANITE ROCK COMPAN	503	5223	SAND VOLLEYBALL CRT	0.00	2,837.81
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	88.83
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	GEORGE WASHINGTON P	0.00	89.42
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	505	5331	BIKE PATH	0.00	60.03
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	53.40
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	GEORGE WASHINGTON P	0.00	19.62
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	21.43
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	PINE CARMEL	0.00	10.90
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5227	TRUCK 51	0.00	15.28
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	BENCH	0.00	167.05
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	505	5331	BIKE PATH	0.00	180.09
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	BENCHES	0.00	200.44
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	BENCHES	0.00	200.44
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	GEORGE WASHINGTON P	0.00	205.63
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	211.15
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	211.15
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	LOVERS POINT	0.00	105.84
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	505	5331	STREETS SUPPLIES	0.00	117.48
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5309	STREETS	0.00	31.65
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	LOVERS POINT	0.00	62.16
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	505	5331	STREETS	0.00	95.59
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	COMMUNITY CENTER	0.00	266.95
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	PLAYGROUND	0.00	69.38
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	LOVERS POINT	0.00	74.59
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	503	5223	BENCHES	0.00	400.93
TOTAL CHECK								0.00	2,959.43
101	107642	11/09/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	850.02
101	107643	11/09/23	4534	HOMETEK	503	5223	MEMORIAL BENCHES	0.00	330.00
101	107644	11/09/23	10112	MAACO COLLISION REP	301	5227	POLICE VEHICLE REPA	0.00	5,551.74
101	107645	11/09/23	10130	MCCLEOA	301	5261	FY24 MEMBERSHIP DUE	0.00	300.00
101	107647	11/09/23	9445	MICHAEL HARVEY TRUC	505	5331	HAULING CONCRETE	0.00	691.25
101	107648	11/09/23	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	81.91
101	107648	11/09/23	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	38.23
101	107648	11/09/23	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	38.23

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	158.37
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	16.00
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	16.00
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	16.00
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	16.00
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	77.33
101	107649	11/09/23	1693	MISSION LINEN SUPPL	351	5291	FD LINEN CLEANING F	0.00	80.53
TOTAL CHECK								0.00	763.17
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	85.31
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	85.31
101	107652	11/09/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	98.75
101	107652	11/09/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	98.75
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	8.80
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	8.80
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	8.80
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.49
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.49
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.49
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.49
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	14.49
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	58.67
101	107652	11/09/23	1694	MISSION UNIFORM SER	421	5201	LINEN & UNIFORM CLE	0.00	58.67
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	78.98
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	78.98
101	107652	11/09/23	1694	MISSION UNIFORM SER	502	5309	LINEN & UNIFORM CLE	0.00	78.98
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	503	5309	LINEN & UNIFORM CLE	0.00	14.50

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	505	5309	LINEN & UNIFORM CLE	0.00	85.30
TOTAL CHECK								0.00	1,762.28
101	107653	11/09/23	1756	MONTEREY COUNTY HEA	301	5201	READINESS RTNR FEE	0.00	2,000.00
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	351	5222	312 16TH ST	0.00	310.74
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	304 16TH ST	0.00	416.13
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	401	5222	550 CENTRAL	0.00	162.02
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	OCEAN VIEW BLVD	0.00	109.22
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	421	5222	GIBSON AVE	0.00	120.51
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	421	5222	230 17 MILE DRIVE	0.00	125.59
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	131	5222	300 FOREST AVE	0.00	101.98
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	201	5222	300 FOREST AVE	0.00	101.99
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	SINEX AVE	0.00	169.47
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	OCEAN VIEW BLVD	0.00	163.51
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	1073 LIGHTHOUSE AVE	0.00	139.09
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	421	5222	CALEDONIA STREET	0.00	135.62
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	131	5222	CITY OF PACIFIC GRO	0.00	54.61
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	170 16TH ST	0.00	54.61
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	421	5222	700 JEWELL AVE	0.00	54.61
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	101	5222	584 CENTRAL AVE	0.00	90.49
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	FOUNTAIN AVE	0.00	64.09
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	503	5222	OCEAN VIEW BLVD	0.00	64.09
TOTAL CHECK								0.00	2,438.37
101	107656	11/09/23	1801	MONTEREY TIRE SERVI	301	5227	PD UNIT 4	0.00	95.00
101	107656	11/09/23	1801	MONTEREY TIRE SERVI	301	5227	PD UNIT 4	0.00	518.20
TOTAL CHECK								0.00	613.20
101	107657	11/09/23	1802	CITY OF MONTEREY	351	5295	FY24FIRESVS7/1-9/3/	0.00	4,029.00
101	107657	11/09/23	1802	CITY OF MONTEREY	351	5201	FY24 FIRE SERVICES	0.00	248,244.60
101	107657	11/09/23	1802	CITY OF MONTEREY	351	5201	AUG FIRE SERVICES	0.00	248,244.60
TOTAL CHECK								0.00	500,518.20
101	107658	11/09/23	1815	MORRILL & FORBES	503	5223	GOLF LINKS	0.00	295.00
101	107659	11/09/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	103.79
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	134.35
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	351	5227	PD UNIT 3	0.00	140.08
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 3	0.00	69.10
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	351	5227	FIRE DEPT UNIT 6496	0.00	60.31
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 2	0.00	26.45
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	351	5227	UNIT 6494	0.00	38.41
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 3	0.00	39.91
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 3	0.00	17.69
101	107660	11/09/23	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 3	0.00	14.19
TOTAL CHECK								0.00	540.49
101	107661	11/09/23	7054	ORLANDO PEREZ	301	5215	AIRPORT PRKNG-LEFTA	0.00	54.00

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	107662	11/09/23	5567	OVERDRIVE, INC.	401	5303	DIGITAL BOOKS & MAT	0.00	8.97
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS 3438-9	0.00	-6.25
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	421	5222	REC 4030-4	0.00	272.08
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	501	5222	PW 1212-9	0.00	986.57
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	421	5222	REC 0956-9	0.00	2,726.93
TOTAL CHECK								0.00	3,979.33
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	1,625.63
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	68.82
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	142.87
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5227	B&G VEH	0.00	3.05
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	3.23
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	3.41
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	14.93
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5227	B&G VEH	0.00	15.28
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	421	5291	REC DEPT	0.00	15.28
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.28
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	15.28
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	18.54
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	18.77
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.30
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	15.76
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	21.84
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	13.10
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	12.00
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	19.63
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	19.65
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	32.76
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	131	5301	SUPPLIES	0.00	24.01
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	24.43
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	24.67
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	26.18
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	53.50
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	43.07
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	48.77
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	52.42
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	53.06
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	421	5291	REC DEPT	0.00	41.49
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	38.94
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	26.90
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	351	5223	FIRE B&G	0.00	60.48
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	56.77
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	421	5291	REC DEPT	0.00	76.39
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	92.12
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	5.45
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	6.85
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	7.84
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.22
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	8.29
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	502	5309	MECH	0.00	8.73
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.73

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.90
TOTAL CHECK								0.00	2,918.62
101	107668	11/09/23	2062	PACIFIC WEST WATER	131	5301	DRINKING WATER	0.00	42.85
101	107668	11/09/23	2062	PACIFIC WEST WATER	201	5301	DRINKING WATER	0.00	42.85
TOTAL CHECK								0.00	85.70
101	107670	11/09/23	4468	RENTAL DEPOT MONTER	503	5223	RENTAL EQUIPMENT	0.00	560.00
101	107671	11/09/23	9334	RUSSELL AURIA PEST	513	5201	LVRS POINT TREES FE	0.00	3,100.00
101	107672	11/09/23	2371	SAFETY-KLEEN SYSTEM	502	5309	USED OIL COLLECTION	0.00	498.75
101	107673	11/09/23	2533	SOUTH BAY REG. PUBL	301	5215	CRIMESCNINVSTGTN TR	0.00	1,135.00
101	107674	11/09/23	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES PD	0.00	22.48
101	107675	11/09/23	2606	SUMMIT UNIFORMS	301	5291	UNIFORM	0.00	161.88
101	107676	11/09/23	7414	THIRD DEGREE COMMUN	301	5215	MEDIA RELATIONS TRN	0.00	425.00
101	107677	11/09/23	8379	TRANSUNION RISK AND	301	5201	4170441/TLO	0.00	75.00
101	107678	11/09/23	7867	UPS	301	5211	SHIPPING	0.00	4.08
101	107678	11/09/23	7867	UPS	301	5211	SHIPPING	0.00	13.00
TOTAL CHECK								0.00	17.08
101	107679	11/09/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 3	0.00	668.09
101	107680	11/09/23	8136	WELLS FARGO VENDOR	501	5225	FY 23/24 KONICA LEA	0.00	180.28
101	107680	11/09/23	8136	WELLS FARGO VENDOR	401	5225	FY 23/24 KONICA LEA	0.00	201.58
101	107680	11/09/23	8136	WELLS FARGO VENDOR	301	5225	FY 23/24 KONICA LEA	0.00	212.52
101	107680	11/09/23	8136	WELLS FARGO VENDOR	131	5225	FY 23/24 KONICA LEA	0.00	212.52
101	107680	11/09/23	8136	WELLS FARGO VENDOR	121	5225	FY 23/24 KONICA LEA	0.00	213.74
101	107680	11/09/23	8136	WELLS FARGO VENDOR	201	5225	FY 23/24 KONICA LEA	0.00	248.43
TOTAL CHECK								0.00	1,269.07
101	107681	11/09/23	9716	BRIAN WHITSON	503	5201	FY23/24 JANITORIAL	0.00	2,100.00
101	107681	11/09/23	9716	BRIAN WHITSON	503	5201	FY23/24 SUPPLEMENTA	0.00	345.00
TOTAL CHECK								0.00	2,445.00
101	107682	11/09/23	2894	WILSON'S PLUMBING &	503	5223	LOVERS POINT BATHRO	0.00	233.93
101	107683	11/09/23	7266	WT COX INFORMATION	401	5303	BOOKS & MATERIALS	0.00	3,530.78
101	107685	11/16/23	4943	US BANK	133	5229	KHASIMI	0.00	4.83
101	107685	11/16/23	4943	US BANK	301	5227	HOFFMAN	0.00	6.99
101	107685	11/16/23	4943	US BANK	121	5261	LIVIAN	0.00	14.00
101	107685	11/16/23	4943	US BANK	133	5306	KHASIMI	0.00	15.13
101	107685	11/16/23	4943	US BANK	201	5303	KROEGER	0.00	19.89
101	107685	11/16/23	4943	US BANK	301	5291	ANDERSON	0.00	21.98
101	107685	11/16/23	4943	US BANK	133	5301	KHASIMI	0.00	25.85

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		107685	11/16/23	4943	US BANK	133	5206	KHASIMI	0.00	27.98
101		107685	11/16/23	4943	US BANK	421	5301	CLARK	0.00	32.74
101		107685	11/16/23	4943	US BANK	301	5291	HOFFMAN	0.00	38.13
101		107685	11/16/23	4943	US BANK	201	5306	KROEGER	0.00	41.50
101		107685	11/16/23	4943	US BANK	121	5301	HANNAH	0.00	49.95
101		107685	11/16/23	4943	US BANK	301	5261	PD TRAVEL CARD	0.00	50.00
101		107685	11/16/23	4943	US BANK	301	5306	HOFFMAN	0.00	65.44
101		107685	11/16/23	4943	US BANK	501	5261	GHO	0.00	78.25
101		107685	11/16/23	4943	US BANK	501	5309	GHO	0.00	78.61
101		107685	11/16/23	4943	US BANK	421	5215	CLARK	0.00	100.00
101		107685	11/16/23	4943	US BANK	101	5291	LIVIAN	0.00	112.70
101		107685	11/16/23	4943	US BANK	133	5261	KHASIMI	0.00	130.00
101		107685	11/16/23	4943	US BANK	121	5301	LIVIAN	0.00	152.93
101		107685	11/16/23	4943	US BANK	201	5215	KROEGER	0.00	194.28
101		107685	11/16/23	4943	US BANK	121	5215	HANNAH	0.00	304.39
101		107685	11/16/23	4943	US BANK	301	5301	PD TRAVEL CARD	0.00	316.31
101		107685	11/16/23	4943	US BANK	301	5291	MADALONE	0.00	334.06
101		107685	11/16/23	4943	US BANK	401	5301	GOODWIN	0.00	446.15
101		107685	11/16/23	4943	US BANK	133	5224	KHASIMI	0.00	509.04
101		107685	11/16/23	4943	US BANK	101	5215	KANDELL	0.00	550.00
101		107685	11/16/23	4943	US BANK	401	5303	COYLE	0.00	577.79
101		107685	11/16/23	4943	US BANK	201	5261	LIVIAN	0.00	645.00
101		107685	11/16/23	4943	US BANK	133	5212	KHASIMI	0.00	672.75
101		107685	11/16/23	4943	US BANK	401	5303	COYLE	0.00	754.94
101		107685	11/16/23	4943	US BANK	421	5361	CLARK	0.00	756.66
101		107685	11/16/23	4943	US BANK	121	5212	LIVIAN	0.00	781.17
101		107685	11/16/23	4943	US BANK	131	5215	FRATI	0.00	823.88
101		107685	11/16/23	4943	US BANK	301	5291	PD TRAVEL CARD	0.00	916.02
101		107685	11/16/23	4943	US BANK	301	5275	ANDERSON	0.00	1,386.46
101		107685	11/16/23	4943	US BANK	301	5215	HOFFMAN	0.00	1,429.30
101		107685	11/16/23	4943	US BANK	121	5236	LIVIAN	0.00	1,601.62
101		107685	11/16/23	4943	US BANK	133	5307	KHASIMI	0.00	2,419.25
101		107685	11/16/23	4943	US BANK	301	5215	PD TRAVEL CARD	0.00	3,638.91
TOTAL CHECK									0.00	20,124.88
101		107686	11/17/23	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,689.02
101		107686	11/17/23	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	754.15
TOTAL CHECK									0.00	2,443.17
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	825.62
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:4301 HEALTH	0.00	564.42
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	888.94
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	4,444.70
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	4,800.48
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	5,333.64
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	5,750.00
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,064.05
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,146.60
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	2,311.24
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,311.24
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,476.83
101		107687	11/17/23	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	2,812.50

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,887.50
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,219.90
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	1,128.83
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:107 HEALTH	0.00	1,200.12
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:2783 HEALTH	0.00	1,200.12
101	107687	11/17/23	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,560.16
TOTAL CHECK									47,926.89
101	107688	11/17/23	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	100.00
101	107688	11/17/23	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,916.57
TOTAL CHECK									2,016.57
101	107689	11/17/23	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,670.66
101	107689	11/17/23	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,463.60
101	107689	11/17/23	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,692.74
TOTAL CHECK									62,827.00
101	107690	11/17/23	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	766.25
101	107691	11/17/23	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	315.00
101	107691	11/17/23	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	10,165.44
TOTAL CHECK									10,480.44
101	107692	11/17/23	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	138.46
101	107693	11/17/23	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	40.00
101	107694	11/17/23	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	26.11
101	107694	11/17/23	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,200.17
101	107694	11/17/23	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,649.84
101	107694	11/17/23	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	95.59
101	107694	11/17/23	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,253.07
TOTAL CHECK									11,224.78
101	107695	11/17/23	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	107696	11/17/23	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	37.59
101	107696	11/17/23	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	853.38
101	107696	11/17/23	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	454.80
101	107696	11/17/23	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	536.08
101	107696	11/17/23	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	265.30
TOTAL CHECK									2,147.15
101	107697	11/17/23	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	126.10
101	107698	11/17/23	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	176.16
101	107698	11/17/23	2133	PERS	01	202	DED:08 PERS OTHER	0.00	346.54
101	107698	11/17/23	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	902.00
101	107698	11/17/23	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	1,077.45
101	107698	11/17/23	2133	PERS	01	202	DED:0000 PERS	0.00	1,103.68
101	107698	11/17/23	2133	PERS	01	202	DED:0004 SURV BEN	0.00	87.42
101	107698	11/17/23	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,241.83

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107698	11/17/23	2133	PERS	01	202	DED:01 PERS	0.00	9,324.23
101	107698	11/17/23	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,985.52
101	107698	11/17/23	2133	PERS	01	202	DED:0002 PERS	0.00	5,903.29
101	107698	11/17/23	2133	PERS	01	202	DED:07 PERS CITY	0.00	6,020.07
101	107698	11/17/23	2133	PERS	01	202	DED:0021 PERS REG M	0.00	10,180.51
101	107698	11/17/23	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	10,263.14
101	107698	11/17/23	2133	PERS	01	202	DED:0016 PERS-RETRO	0.00	-27.70
101	107698	11/17/23	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.44
101	107698	11/17/23	2133	PERS	01	202	DED:0006 PERS CITY	0.00	13,969.82
TOTAL CHECK								0.00	78,550.52
101	107699	11/17/23	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	1,022.89
101	107700	11/17/23	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	600.12
101	107701	11/17/23	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	399.82
101	107702	11/17/23	4943	US BANK	131	5291	LATE FEE	0.00	2.00
101	107703	11/17/23	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
101	107703	11/17/23	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
101	107703	11/17/23	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
101	107703	11/17/23	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	405.42
101	107703	11/17/23	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	167.52
TOTAL CHECK								0.00	694.72
101	107704	11/17/23	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,360.31
101	107706	11/17/23	3181	CALNON PAINTING	503	5223	FIRE STATION PAINTI	0.00	-6,875.00
101	107706	11/17/23	3181	CALNON PAINTING	503	5223	FIRE STATION PAINTI	0.00	6,875.00
TOTAL CHECK								0.00	0.00
101	107707	11/17/23	904	ENGINEERED FIRE SYS	351	5201	OCT PLAN REVIEW	0.00	812.50
101	107708	11/17/23	9021	MARK'S BARN AUTO BO	301	5227	PD02 REPAIR - \$7500	0.00	6,990.41
101	107710	11/17/23	7823	GINGERICH BUILT	351	5291	BED FOR FD	0.00	1,653.86
101	107711	11/17/23	8911	GISELLE ACEVEDO	301	5215	INTRVW&INTRGTNTRNG	0.00	407.00
101	107712	11/17/23	9860	GOOD CITY COMPANY	201	5202	PLANNING SERVICES	0.00	1,950.00
101	107712	11/17/23	9860	GOOD CITY COMPANY	201	5202	PLANNING SERVICES	0.00	4,387.50
101	107712	11/17/23	9860	GOOD CITY COMPANY	201	5202	PLANNING SERVICES	0.00	4,451.25
TOTAL CHECK								0.00	10,788.75
101	107713	11/17/23	8326	HDL COREN & CONE	131	5303	22-23 ACFR STAT PKG	0.00	695.00
101	107714	11/17/23	9848	INTEGRAL CONSULTING	201	5209	12-15-22 TO 6-30-24	0.00	5,292.50
101	107715	11/17/23	7433	IPS GROUP, INC	301	5224	METER MAINTENANCE	0.00	1,382.12
101	107715	11/17/23	7433	IPS GROUP, INC	301	5224	METER MAINTENANCE	0.00	1,385.11
101	107715	11/17/23	7433	IPS GROUP, INC	301	5224	METER MAINTENANCE	0.00	1,546.70

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107715	11/17/23	7433	IPS GROUP, INC	301	5213	METER BANK FEES	0.00	440.74
101	107715	11/17/23	7433	IPS GROUP, INC	301	5213	METER BANK FEES	0.00	755.14
TOTAL CHECK								0.00	5,509.81
101	107716	11/17/23	6679	IWORQ SYSTEMS	201	5229	IWORQ - ANNUAL PERM	0.00	17,800.00
101	107717	11/17/23	4041	LEXIPOL LLC	301	5201	LEXIPOL SUITE	0.00	3,406.73
101	107717	11/17/23	4041	LEXIPOL LLC	301	5201	LEXIPOL SUITE	0.00	3,660.78
TOTAL CHECK								0.00	7,067.51
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
101	107718	11/17/23	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
TOTAL CHECK								0.00	3,355.00
101	107720	11/17/23	1802	CITY OF MONTEREY	351	5201	FY23 FIRE SVS TRUE-	0.00	98,591.00
101	107722	11/17/23	9575	REMY MOOSE MANLEY,	201	5205	LEGAL SERVICES P PG	0.00	531.98
101	107723	11/17/23	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	638.33
101	107723	11/17/23	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	765.97
101	107723	11/17/23	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	907.43
101	107723	11/17/23	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	1,269.23
TOTAL CHECK								0.00	3,580.96
101	107727	11/17/23	7915	CLIENT FIRST CONSUL	133	5201	IT INFRASTRUCTURE H	0.00	3,480.00
101	107727	11/17/23	7915	CLIENT FIRST CONSUL	133	5201	IT INFRASTRUCTURE H	0.00	5,040.00
TOTAL CHECK								0.00	8,520.00
101	107729	11/20/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	2,611.95
101	107729	11/20/23	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	3,300.00
TOTAL CHECK								0.00	5,911.95
101	107730	11/20/23	6154	AT&T	133	5206	LH INTRNT 320021267	0.00	212.58
101	107731	11/20/23	5363	AT&T CALNET 3	133	5206	LIB INTRNT 63343	0.00	226.20
101	107731	11/20/23	5363	AT&T CALNET 3	133	5212	ADMIN 63242	0.00	2,002.82
TOTAL CHECK								0.00	2,229.02
101	107732	11/20/23	8476	AT&T MOBILITY	133	5206	CEM INTRNT 31990	0.00	80.48
101	107734	11/20/23	5171	COMCAST	133	5206	CH INT 85844	0.00	153.23

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 15
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	107735	11/20/23	7884	GARDAWORLD	131	5202	NOV 2023	0.00	88.72
101	107736	11/20/23	1802	CITY OF MONTEREY	351	5201	FY23 FIRE SVS TRUE-	0.00	98,591.00
101	107736	11/20/23	1802	CITY OF MONTEREY	351	5227	SEPT REPAIR COSTS	0.00	500.53
TOTAL CHECK								0.00	99,091.53
101	107737	11/20/23	6431	QUADIENIT FINANCE US	131	5211	1029.16	0.00	1,029.16
101	107738	11/20/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	88.81
101	107738	11/20/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	175.40
101	107738	11/20/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	50.80
101	107738	11/20/23	1958	ODP BUSINESS SOLUTI	133	5301	CREDIT MEMO	0.00	-82.14
101	107738	11/20/23	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	11.56
TOTAL CHECK								0.00	244.43
101	107740	11/20/23	2360	RYDIN DECAL	301	5291	RES PARKING PERMITS	0.00	344.65
101	107741	11/20/23	8068	SHI INTERNATIONAL C	133	5207	HPE SUPPORT RENEWAL	0.00	2,682.77
101	107741	11/20/23	8068	SHI INTERNATIONAL C	133	5207	HPE SUPPORT RENEWAL	0.00	3,088.91
101	107741	11/20/23	8068	SHI INTERNATIONAL C	133	5207	HPE SUPPORT RENEWAL	0.00	4,822.94
TOTAL CHECK								0.00	10,594.62
101	107742	11/20/23	4650	TORO PETROLEUM CORP	351	5311	FIRE DEPT 600 PINE	0.00	1,345.69
101	107743	11/20/23	10165	PANASONIC CONNECT N	01	220	CA SALES TAX	0.00	16.66
101	107743	11/20/23	10165	PANASONIC CONNECT N	301	5227	VEHICLE REPAIR	0.00	385.07
TOTAL CHECK								0.00	401.73
101	107744	11/20/23	5621	ACCENT CLEAN & SWEE	504	5201	FY23/24 STREET SWEE	0.00	17,100.00
101	107746	11/20/23	4488	ALTERNATOR STARTER	301	5227	PD UNIT 44ACU	0.00	267.66
101	107747	11/20/23	10097	ANDREW LIPSIG	421	5361	SPORTS PRGRM SUPPLI	0.00	17.02
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	130.00
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	229.53
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	560.86
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	4.96
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	20.53
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	48.82
101	107748	11/20/23	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	96.91
TOTAL CHECK								0.00	1,091.61
101	107749	11/20/23	402	CA DEPT OF JUSTICE	121	5201	CRIMINAL BCKGRND CH	0.00	64.00
101	107749	11/20/23	402	CA DEPT OF JUSTICE	121	5201	CRIMINAL BCKGRND CH	0.00	128.00
TOTAL CHECK								0.00	192.00
101	107750	11/20/23	9304	CHEVROLET OF WATSON	301	5227	UNIT PD 09	0.00	98.78
101	107752	11/20/23	926	EWING IRRIGATION PR	503	5223	CHASE PARK	0.00	379.78

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
101	107753	11/20/23	4173	FASTENAL	502	5309	TOOLS	0.00	148.57
101	107754	11/20/23	7127	GACHINA LANDSCAPE M	503	5201	FY23/24 PARK MOWING	0.00	631.00
101	107754	11/20/23	7127	GACHINA LANDSCAPE M	503	5201	FY23/24 PARK MOWING	0.00	639.63
TOTAL CHECK									1,270.63
101	107755	11/20/23	9817	GEMMA PETERSON	421	5208	YTH ADLTS & KIDS YO	0.00	582.40
101	107759	11/20/23	1138	GROVE MARKET	421	5361	PROGRAM SUPPLIES	0.00	82.32
101	107761	11/20/23	8993	HR & ASSOCIATES	225	5201	ATC PLANNING SERVIC	0.00	350.00
101	107762	11/20/23	10161	JUAN CONTRERAS	01	214	RFND DEPOSIT BRWK P	0.00	196.00
101	107764	11/20/23	10139	KERRIE SMITH	01	4469	REFUND B&T 2B-DARLA	0.00	56.25
101	107765	11/20/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	256.88
101	107765	11/20/23	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	237.47
TOTAL CHECK									494.35
101	107767	11/20/23	8999	INTERNATIONAL BUSIN	301	5201	FTO SOFTWARE	0.00	1,125.51
101	107768	11/20/23	5000	LIBRARICA LLC	401	5201	CASSIE SUPPORT	0.00	298.50
101	107769	11/20/23	5383	LOZANO SMITH	121	5205	LEGAL SERVICES	0.00	2,602.25
101	107770	11/20/23	9947	LYDIA MATTA	121	5217	MILEAGE	0.00	28.50
101	107771	11/20/23	5340	MCDONALD REFRIGERAT	503	5223	PNTPNSEGRILL DSPLYCA	0.00	247.50
101	107772	11/20/23	1638	MONTEREY PEACE OFFI	301	5212	RANGE RENTAL/TRAINI	0.00	315.00
101	107773	11/20/23	3443	MONTEREY BAY PEST C	503	5201	PEST CONTROL FIRE D	0.00	180.00
101	107773	11/20/23	3443	MONTEREY BAY PEST C	503	5223	PEST CONTROL GOLF C	0.00	490.00
TOTAL CHECK									670.00
101	107774	11/20/23	6216	MONTEREY BAY TREEWO	513	5201	FY23/24 ARBORIST SE	0.00	4,300.00
101	107776	11/20/23	8336	MONTEREY SPORTS CEN	121	5236	FITNESS ASSESSMENT	0.00	100.00
101	107777	11/20/23	1801	MONTEREY TIRE SERVI	501	5227	PWA UNIT 3	0.00	261.33
101	107777	11/20/23	1801	MONTEREY TIRE SERVI	301	5227	PD UNIT 8	0.00	798.06
TOTAL CHECK									1,059.39
101	107778	11/20/23	10155	MOTOPORT USA	301	5275	MOTORCYCLE EQUIPMNT	0.00	2,233.15
101	107780	11/20/23	1958	ODP BUSINESS SOLUTI	101	5301	OFFICE SUPPLIES	0.00	59.33
101	107780	11/20/23	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	202.28
101	107780	11/20/23	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	4.16
TOTAL CHECK									265.77
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT EV1	0.00	56.64

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT 52	0.00	347.09
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	201	5227	UNIT CDD EV 1	0.00	312.76
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	171.50
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	503	5227	BATTERY	0.00	122.80
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT 52	0.00	96.49
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	21.84
101	107781	11/20/23	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	32.76
TOTAL	CHECK							0.00	1,161.88
101	107782	11/20/23	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM 4440-1	0.00	270.67
101	107783	11/20/23	2059	PACIFIC SMOG	351	5227	FIRUNTS6484,6493,64	0.00	137.25
101	107783	11/20/23	2059	PACIFIC SMOG	301	5227	PD UNITS 3, 5, 2	0.00	137.25
101	107783	11/20/23	2059	PACIFIC SMOG	502	5227	REC 1 & B&GUNT 51,	0.00	155.25
101	107783	11/20/23	2059	PACIFIC SMOG	502	5227	MECH UNIT 35	0.00	45.75
101	107783	11/20/23	2059	PACIFIC SMOG	505	5227	STREETS UNIT 12	0.00	45.75
TOTAL	CHECK							0.00	521.25
101	107784	11/20/23	5936	PEBBLE BEACH COMPAN	513	5351	TREES	0.00	450.00
101	107784	11/20/23	5936	PEBBLE BEACH COMPAN	513	5351	TREES	0.00	-450.00
TOTAL	CHECK							0.00	0.00
101	107787	11/20/23	2219	PURE WATER	501	5309	BOTTLED WATER	0.00	28.95
101	107787	11/20/23	2219	PURE WATER	502	5309	BOTTLED WATER	0.00	28.95
101	107787	11/20/23	2219	PURE WATER	503	5309	BOTTLED WATER	0.00	28.95
101	107787	11/20/23	2219	PURE WATER	505	5309	BOTTLED WATER	0.00	28.95
TOTAL	CHECK							0.00	115.80
101	107788	11/20/23	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	199.46
101	107789	11/20/23	2448	SENTRY ALARM SYSTEM	503	5223	GOLF LINKS ALRM SVS	0.00	180.00
101	107790	11/20/23	8097	SEQUENTIAL	503	5223	CLN GREASE TRP CMCT	0.00	200.00
101	107790	11/20/23	8097	SEQUENTIAL	503	5223	GREASE TRP CLN YTH	0.00	180.00
101	107790	11/20/23	8097	SEQUENTIAL	503	5223	GREASE TRP CLN REC	0.00	150.00
TOTAL	CHECK							0.00	530.00
101	107791	11/20/23	2485	SIGN WORKS	503	5309	PRKNS PRK DONOR SIG	0.00	3,679.63
101	107791	11/20/23	2485	SIGN WORKS	301	5291	PD VEHICLE EMBLEM	0.00	1,016.56
TOTAL	CHECK							0.00	4,696.19
101	107792	11/20/23	6970	TOPE'S SUSTAINABLE	503	5223	WOOD CHIPS	0.00	290.86
101	107793	11/20/23	10159	VANESSA ANAYA	01	4469	REFUND B&T 2B-AMELI	0.00	56.25
101	107794	11/20/23	2796	VICTORY TOYOTA	301	5227	PD STOCK	0.00	216.66
101	107795	11/20/23	9305	WATSONVILLE FORD	301	5227	PD UNIT 44 ACU	0.00	260.96
101	107795	11/20/23	9305	WATSONVILLE FORD	505	5227	STREETS UNIT 17	0.00	42.14
101	107795	11/20/23	9305	WATSONVILLE FORD	503	5227	UNIT 51 2100 SUNSET	0.00	546.28
TOTAL	CHECK							0.00	849.38

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 18
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107796	11/20/23	9716	BRIAN WHITSON	503	5201	FY23/24 SUPPLEMENTA	0.00	345.00
101	107797	11/20/23	2894	WILSON'S PLUMBING &	301	5223	PD BATHROOM	0.00	409.29
101	107798	11/27/23	3181	CALNON PAINTING	503	5223	FIRE STATION PAINTI	0.00	6,875.00
101	107800	11/29/23	2133	PERS	513	5145	NOV 2023 UAL	0.00	250.00
101	107800	11/29/23	2133	PERS	101	5145	NOV 2023 UAL	0.00	500.00
101	107800	11/29/23	2133	PERS	133	5145	NOV 2023 UAL	0.00	2,583.33
101	107800	11/29/23	2133	PERS	502	5145	NOV 2023 UAL	0.00	2,916.67
101	107800	11/29/23	2133	PERS	501	5145	NOV 2023 UAL	0.00	3,500.00
101	107800	11/29/23	2133	PERS	421	5145	NOV 2023 UAL	0.00	5,333.33
101	107800	11/29/23	2133	PERS	121	5145	NOV 2023 UAL	0.00	9,833.33
101	107800	11/29/23	2133	PERS	503	5145	NOV 2023 UAL	0.00	10,166.67
101	107800	11/29/23	2133	PERS	131	5145	NOV 2023 UAL	0.00	11,333.33
101	107800	11/29/23	2133	PERS	401	5145	NOV 2023 UAL	0.00	11,416.67
101	107800	11/29/23	2133	PERS	201	5145	NOV 2023 UAL	0.00	13,666.67
101	107800	11/29/23	2133	PERS	505	5145	NOV 2023 UAL	0.00	18,333.33
101	107800	11/29/23	2133	PERS	351	5145	NOV 2023 UAL	0.00	98,333.33
101	107800	11/29/23	2133	PERS	301	5145	NOV 2023 UAL	0.00	116,870.26
TOTAL CHECK								0.00	305,036.92
101	V110823	11/08/23	8974	ALENA RACHELLE WAGR	421	5208	BG, PS1A&1B, YTH: B	0.00	1,144.28
101	V110824	11/08/23	9196	DIANNE LYLE	421	5208	A/LJAZZ1&3, JZMTZ 1	0.00	1,047.20
101	V110824	11/08/23	9196	DIANNE LYLE	421	5208	A/L JASS - MACY J.	0.00	61.60
TOTAL CHECK								0.00	1,108.80
101	V110923	11/09/23	3835	REPUBLIC ELEVATOR,	421	5223	ELEVATOR REPAIRS AT	0.00	2,047.08
101	V110924	11/09/23	2987	HARRIS & ASSOCIATES	201	5209	CEQA 6TH HOUSING EL	0.00	1,440.00
101	V1109232	11/09/23	8751	EAN SERVICES, LLC	301	5215	RNTL VEHICLES - TRN	0.00	275.07
TOTAL CASH ACCOUNT								0.00	1,969,592.92
TOTAL FUND								0.00	1,969,592.92

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 19
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 04 - HYPERBARIC CHAMBER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107733	11/20/23	6290	BAUER COMPRESSORS	352	5224	2023 ANNUAL PM	0.00	4,885.17
TOTAL CASH ACCOUNT								0.00	4,885.17
TOTAL FUND								0.00	4,885.17

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 20
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 10 - HOSPITALITY IMPRVMT DIST.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107646	11/09/23	1788	MONTEREY COUNTY CON	104	5201	MCTID-JULY-SEPT 202	0.00	105,470.23
101	107664	11/09/23	2028	PACIFIC GROVE CHAMB	104	5201	HID JULY-SEPT 2023	0.00	70,313.49
TOTAL CASH ACCOUNT								0.00	175,783.72
TOTAL FUND								0.00	175,783.72

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 21
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107800	11/29/23	2133	PERS	204	5145	NOV 2023 UAL	0.00	916.67
TOTAL CASH ACCOUNT								0.00	916.67
TOTAL FUND								0.00	916.67

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 22
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 17 - LOCAL STREETS AND ROADS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107570	11/02/23	1786	MONTEREY PENINSULA	522	6041	STREET REHAB (BASE	0.00	470,073.30
101	107612	11/09/23	1786	MONTEREY PENINSULA	522	6041	STREET REHAB (BASE	0.00	150,771.28
101	107719	11/17/23	1786	MONTEREY PENINSULA	522	6041	STREET REHAB (BASE	0.00	36,839.10
101	107719	11/17/23	1786	MONTEREY PENINSULA	522	6041	STREET REHAB (BASE	0.00	68,085.00
TOTAL CHECK								0.00	104,924.10
101	107779	11/20/23	1896	NEILL ENGINEERS COR	522	6041	RETAINER FEE	0.00	1,786.00
TOTAL CASH ACCOUNT								0.00	727,554.68
TOTAL FUND								0.00	727,554.68

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 23
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107800	11/29/23	2133	PERS	508	5145	NOV 2023 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	1,833.33
TOTAL FUND								0.00	1,833.33

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 24
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 20 - RSTP-(TAMC)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107709	11/17/23	9542	GHD INC	509	6041	CEDAR, SUNSET & CON	0.00	38,767.00
TOTAL CASH ACCOUNT								0.00	38,767.00
TOTAL FUND								0.00	38,767.00

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 25
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 24 - STILLWELL CHILDREN'S POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107766	11/20/23	9122	LEAK DETECTION SPEC	425	5309	LOVERS POINT POOL	0.00	575.00
TOTAL CASH ACCOUNT								0.00	575.00
TOTAL FUND								0.00	575.00

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 26
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107632	11/09/23	846	DROUGHT RESISTANT	N 413	5223	LH LANDSCAPING	0.00	26.11
101	107632	11/09/23	846	DROUGHT RESISTANT	N 413	5223	LH LANDSCAPING	0.00	70.41
101	107632	11/09/23	846	DROUGHT RESISTANT	N 413	5223	LH LANDSCAPING	0.00	205.04
101	107632	11/09/23	846	DROUGHT RESISTANT	N 413	5223	LH LANDSCAPING	0.00	61.09
TOTAL CHECK								0.00	362.65
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	413	5222	80 ASILOMAR	0.00	75.32
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	20.95
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	26.21
TOTAL CHECK								0.00	47.16
101	107763	11/20/23	8835	KAY BONNELL	413	5501	LH MERCHANT	0.00	713.75
TOTAL CASH ACCOUNT								0.00	1,198.88
TOTAL FUND								0.00	1,198.88

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 27
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107628	11/09/23	494	CARMEL PINE CONE	405	5221	POETRY PROMOTION	0.00	416.00
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	405	5222	140 18TH ST	0.00	27.22
101	107756	11/20/23	10128	GEORGINA MARLE GUAR	405	5291	POETRY PROMOTION	0.00	450.00
TOTAL CASH ACCOUNT								0.00	893.22
TOTAL FUND								0.00	893.22

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 28
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	V112023	11/20/23	9033	ENTERPRISE FM TRUST	304	5225	P.D. LEASED VEHICLE	0.00	2,174.07
TOTAL CASH ACCOUNT								0.00	2,174.07
TOTAL FUND								0.00	2,174.07

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 29
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 46 - STRONG DISBURSEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107705	11/17/23	7268	CALIFORNIA JPIA	461	6021	ADA TRANSITION PLAN	0.00	25,500.00
TOTAL CASH ACCOUNT								0.00	25,500.00
TOTAL FUND								0.00	25,500.00

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 30
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 47 - RMRA FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107612	11/09/23	1786	MONTEREY PENINSULA	471	6041	STREET REHAB (BASE	0.00	74,923.07
TOTAL CASH ACCOUNT								0.00	74,923.07
TOTAL FUND								0.00	74,923.07

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 31
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107719	11/17/23	1786	MONTEREY PENINSULA	631	6021	POINT PINOS COASTAL	0.00	7,125.00
101	107724	11/17/23	2680	TOPE'S TREE SERVICE	631	6031	GWP TREE WORK CIP24	0.00	9,860.00
101	107725	11/17/23	8890	4LEAF	631	6041	OUTDOOR DINING - LH	0.00	843.75
101	107779	11/20/23	1896	NEILL ENGINEERS COR	631	6041	CIP 24-02	0.00	1,584.00
101	107779	11/20/23	1896	NEILL ENGINEERS COR	631	6054	CIP 24-03	0.00	1,597.50
101	107779	11/20/23	1896	NEILL ENGINEERS COR	631	6041	CIP 24-01	0.00	12,478.00
TOTAL CHECK								0.00	15,659.50
TOTAL CASH ACCOUNT								0.00	33,488.25
TOTAL FUND								0.00	33,488.25

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 32
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107573	11/06/23	1	CALPERS HEALTH	703	5123	RET & CHANGES NOV 2	0.00	6,942.55
101	107574	11/07/23	8211	STANDARD INSURANCE	703	5123	NOV 2023 PREMIUMS	0.00	2,206.47
101	107575	11/07/23	9360	STANDARD INSURANCE	703	5234	OCTOBER 2023	0.00	6,012.48
101	107739	11/20/23	4279	PARS	703	5141	SEPT 2023	0.00	337.39
101	107799	11/29/23	9360	STANDARD INSURANCE	703	5234	NOVEMBER 2023	0.00	7,173.96
TOTAL CASH ACCOUNT								0.00	22,672.85
TOTAL FUND								0.00	22,672.85

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 33
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107800	11/29/23	2133	PERS	701	5145	NOV 2023 UAL	0.00	666.67
TOTAL CASH ACCOUNT								0.00	666.67
TOTAL FUND								0.00	666.67

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 34
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107626	11/09/23	7268	CALIFORNIA JPIA	702	5231	POLLUTION LIAB 23-2	0.00	5,232.00
101	107800	11/29/23	2133	PERS	702	5145	NOV 2023 UAL	0.00	500.00
TOTAL CASH ACCOUNT								0.00	5,732.00
TOTAL FUND								0.00	5,732.00

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 35
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	741	5222	LWP 0792-1	0.00	8,308.87
101	107785	11/20/23	7716	PERC WATER CORPORAT	741	5201	FY23/24 LWP O&M	0.00	28,494.61
101	107786	11/20/23	3291	POTTER'S ELECTRONIC	741	5201	TOOLS	0.00	8.73
101	107786	11/20/23	3291	POTTER'S ELECTRONIC	741	5201	TOOLS	0.00	19.64
TOTAL CHECK								0.00	28.37
101	107789	11/20/23	2448	SENTRY ALARM SYSTEM	741	5201	LWP ALARM SYSTEM	0.00	409.70
TOTAL CASH ACCOUNT								0.00	37,241.55
TOTAL FUND								0.00	37,241.55

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 36
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107623	11/09/23	7679	CA ASSOCIATION OF P	601	5291	MEMBER DUES 2024	0.00	299.00
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	294.96
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	30.74
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	65.02
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	65.02
TOTAL CHECK								0.00	455.74
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	8.80
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.98
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	85.30
101	107652	11/09/23	1694	MISSION UNIFORM SER	601	5309	LINEN & UNIFORM CLE	0.00	78.97
TOTAL CHECK								0.00	482.49
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	27.04
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	12.01
TOTAL CHECK								0.00	39.05
101	107669	11/09/23	3709	R & R PRODUCTS, INC	601	5227	CEMETERY 72	0.00	1,878.67
101	107800	11/29/23	2133	PERS	601	5145	NOV 2023 UAL	0.00	1,333.32
TOTAL CASH ACCOUNT								0.00	4,488.27
TOTAL FUND								0.00	4,488.27

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 37
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107612	11/09/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BID A	0.00	8,942.35
101	107641	11/09/23	1199	HAYWARD LUMBER COMP	611	5223	CONCRETE MIX	0.00	25.62
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	8.80
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	14.50
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	78.97
101	107652	11/09/23	1694	MISSION UNIFORM SER	611	5309	LINEN & UNIFORM CLE	0.00	85.30
TOTAL CHECK								0.00	482.48
101	107663	11/09/23	2024	PACIFIC GAS & ELECT	611	5222	PW 4175-4	0.00	11.66
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	611	5309	STREETS	0.00	31.67
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	48.23
101	107667	11/09/23	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	74.17
TOTAL CHECK								0.00	154.07
101	107716	11/17/23	6679	IWORQ SYSTEMS	611	5201	IWORQ - ANNUAL PERM	0.00	4,575.00
101	107719	11/17/23	1786	MONTEREY PENINSULA	611	5201	EMERGENCY SEWER WOR	0.00	21,588.00
101	107719	11/17/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BID A	0.00	9,326.15
101	107719	11/17/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BID A	0.00	68,020.00
TOTAL CHECK								0.00	98,934.15
101	107721	11/17/23	1896	NEILL ENGINEERS COR	611	5201	FY23/24 ENGINEERING	0.00	1,000.00
101	107721	11/17/23	1896	NEILL ENGINEERS COR	611	5201	FY23/24 ENGINEERING	0.00	1,000.00
TOTAL CHECK								0.00	2,000.00
101	107745	11/20/23	9948	ALBION ENVIRONNMENT	612	6051	ARCHEO MONITORING -	0.00	759.83
101	107751	11/20/23	696	CSC OF SALINAS	611	5227	SEWER UNIT 44	0.00	652.84
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,410.26
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,481.95
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,718.87
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,771.30
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,246.38
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,273.13
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,449.31
101	107758	11/20/23	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,826.32
TOTAL CHECK								0.00	22,177.52
101	107775	11/20/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BASE	0.00	9,733.25
101	107775	11/20/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BID A	0.00	9,326.15
101	107775	11/20/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BID A	0.00	-9,326.15

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 38
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107775 V	11/20/23	1786	MONTEREY PENINSULA	612	6051	STREET REHAB (BASE	0.00	-9,733.25
TOTAL CHECK								0.00	0.00
101	107779	11/20/23	1896	NEILL ENGINEERS COR	611	5201	NEIL ENGINEERS RETA	0.00	1,000.00
101	107782	11/20/23	2024	PACIFIC GAS & ELECT	611	5222	PW 5126-5	0.00	1,011.45
101	107787	11/20/23	2219	PURE WATER	611	5309	BOTTLED WATER	0.00	28.95
101	107800	11/29/23	2133	PERS	611	5145	NOV 2023 UAL	0.00	10,250.00
TOTAL CASH ACCOUNT								0.00	151,005.92
TOTAL FUND								0.00	151,005.92

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 39
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	621	5222	DEL MONTE BLVD	0.00	816.27
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	621	5222	DEL MONTE BLVD	0.00	1,924.71
101	107655	11/09/23	1772	MONTEREY COUNTY TAX	625	5222	77 ASILOMAR	0.00	620.14
TOTAL CHECK								0.00	3,361.12
TOTAL CASH ACCOUNT								0.00	3,361.12
TOTAL FUND								0.00	3,361.12

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 40
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 84 - AMERICAN RESCUE PLAN-ARPA

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107726	11/17/23	9623	CHRISTOPHER DINNER	841	6021	SHEET METAL REPLACE	0.00	14,920.00
101	107728	11/17/23	10011	WISS, JANNEY, ELSTN	841	6021	CIP23-17 CHAUTAUQUA	0.00	3,552.50
101	107760	11/20/23	1199	HAYWARD LUMBER COMP	841	6021	CIP 23-18	0.00	46.31
TOTAL CASH ACCOUNT								0.00	18,518.81
TOTAL FUND								0.00	18,518.81

SUPERION
DATE: 12/10/2023
TIME: 12:32:34

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 41
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20231101 00:00:00.000' and '20231130 00:00:00.000'
ACCOUNTING PERIOD: 6/24

FUND - 93 - KOO ESTATE DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	107757	11/20/23	9542	GHD INC	931	6031	GHD LOVERS POINT PI	0.00	887.18
TOTAL CASH ACCOUNT								0.00	887.18
TOTAL FUND								0.00	887.18
TOTAL REPORT								0.00	3,302,660.35



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: James Minshew, Management Analyst
MEETING DATE: December 20, 2023
SUBJECT: November 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 23/24 Approved Budget, these three revenue sources were estimated to generate \$22 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

Core Revenue Report - November 2023

Core Revenue Report

Fiscal Year 2023/24 – November 2023

The following tables include the FY23/24 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. The following table presents Fiscal Year 2023/24 budget, and revenues received to date.

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	9,609,000	-	0%

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. The following table presents Fiscal Year 2023/24 budget and revenues received to date.

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	6,463,000	2,942,017	45.5%

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

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year.

Lodging Period	2021/22	2022/23	2023/24	Net Difference
July	673,475	797,756	834,401	36,645
August	730,578	818,939	795,551	(23,388)
September	578,129	639,644	671,498	31,854
October	475,290	589,714	640,567	50,853
November	431,862	411,136	-	-
December	378,655	371,160	-	-
January	314,248	370,713	-	-
February	412,711	336,276	-	-
March	476,041	446,634	-	-
April	568,275	574,513	-	-
May	612,496	623,891	-	-
June	621,212	573,141	-	-
Total	6,272,972	6,553,517	2,942,017	95,964

November revenues are expected to be received in late December as the State pays the City one month in arrears.

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 23/24 Adopted Budget reflects the addition of Measure A revenues, a 0.50% Transactions and Use Tax. This tax became effective on October 1, 2022. Measure A funds have been included in the FY 23/24 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 23/24 budget and revenues received to date.

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	5,957,000	1,599,003	26.8%

The following table presents Fiscal Year 2023/24 revenues received to date.

Remittance Period	2021/22	2022/23	2023/24	Net Difference
July Advance	303,144	350,801	464,029	133,228
August Advance	507,200	364,694	444,973	80,009
September True-up	287,224	475,273	690,001	214,728
October Advance	311,118	411,967	-	-
November Advance	324,181	424,467	-	-
December True-up	479,810	658,665	-	-
January Advance	260,937	368,119	-	-
February Advance	316,738	384,955	-	-
March True-up	471,617	621,062	-	-
April Advance	329,326	468,572	-	-
May Advance	436,035	498,977	-	-
June True-Up	513,452	556,703	-	-
Total	4,540,782	5,584,256	1,599,003	213,237
<i>October 2023 payments are anticipated to be received in late December 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: Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE: December 20, 2023
SUBJECT: Cedar, Sunset & Congress Intersection Improvements Project.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive Report

DISCUSSION

In 2016, the Transportation Agency for Monterey County (TAMC), in partnership with the City of Pacific Grove (City) and California Department of Transportation (Caltrans), conducted a study of the State Route 68 Corridor (SR68) segment located in Pacific Grove City bounds, the Pacific Grove Hwy 68 Corridor Study.

<https://www.tamcmonterey.org/pacific-grove-hwy-68-corridor-study>

The intent of the study was to identify improvements that would provide safer access for all modes of travel. The study identifies several areas along the State Route corridor, managed by Caltrans and within the City boundary, that are ripe for safety improvements. The City has focused on the implementation of complete street improvements to the five-legged intersection of Sunset Drive, Congress Avenue and Cedar Street. This intersection has been selected as it is adjacent to two schools, is heavily trafficked, and has historically been an area of interest for improvement by the community and TAMC.

On November 8, 2016, TAMC placed the Transportation Safety & Investment Plan (Measure X) on the ballot, the measure was approved with 67.7% approval from Monterey County voters. The measure, through retail transactions and use tax of three-eighths of one percent (3/8%) is anticipated to generate an estimated \$20 million annually for 30 years. The revenue from the sales tax measure is used for transportation safety and mobility projects in Monterey County. 40% of the revenue is allocated to Regional Projects via the Regional Safety Mobility and Walkability Program. TAMC has identified and allocated funding for specific projects across the county; one of the projects identified includes improvements to the SR68 Corridor within Pacific Grove bounds. A total of \$5 Million has been allocated.

As part of the FY22/23 Capital Improvement Plan (CIP), the multi-year Cedar St, Sunset Dr & Congress Ave Intersection Improvements Project was approved by the City Council. \$1M was allocated from the Measure X Regional Safety Mobility and Walkability Program to the initial phase of the project.

On October 19, 2022, Council approved a Measure X funding agreement with TAMC for an amount not to exceed \$1,000,000, of the larger \$5M bucket, to the initial phase and kick off the project. At the July 5, 2023 meeting, Council authorized 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. Since the commencement of the project and the authorization of the agreement with GHD, significant progress has been made.

Update:

To make effective use of City resources and avoid delays to the Project, two approval processes are being pursued in parallel with Caltrans:

1. A traditional Project Initiation (PSR-PDS) / Project Approval (Project Report) / PS&E approach, and
2. A streamlined Design Engineering Evaluation Report (DEER) approach.

Because the project is on a local route, is low-speed, and serves a complete streets/access improvement purpose, it may be eligible for Caltrans approval via a DEER. The DEER process is desirable for time and cost efficiency. The DEER would replace both the PSR-PDS and the Project Report, documenting both project initiation and project approval with a single document. The City would also not be required to reimburse Caltrans for costs incurred during development and approval of the DEER, representing significant time and money savings for the City and streamlining reviews on the Caltrans front. Because the DEER process is an unconventional approach, if Caltrans denies our request to proceed using a DEER, the traditional PSR-PDS / Project Report / PS&E approach would need to be pursued, potentially delaying project approval. As a result, GHD is pursuing both approval processes in parallel to prevent unduly delays, while striving for an efficient and cost-effective solution.

The traditional PSR-PDS / Project Report / PS&E approach is used on most Caltrans oversight projects and no special approval from Caltrans is required to proceed with this approach. In addition to requiring a lengthier overall schedule (with project initiation and project approval documented one-after-the-other rather than in a single document like the DEER), this approach would require the City to reimburse Caltrans for staff time/costs incurred during the development and approval of the PSR-PDS during project initiation.

While our hope is to move forward with a DEER to reduce oversight reimbursement costs and streamline the approval process, we are running both approval processes “in parallel” currently to avoid delays if our request for a DEER is denied. This means that we are collecting and developing the data, analysis, and documentation that overlap between the DEER and the PSR-PDS while we seek Caltrans concurrence, allowing us to quickly shift between the two approaches based on the outcome of our conversations with Caltrans without wasting project budget and requiring no additional scope efforts.

Next Steps:

The City will continue to work with CalTrans to determine the correct path moving forward. Simultaneously, to gather community feedback, the City in conjunction with GHD, will host 2 community meetings:

1. Tuesday, January 9, 2024, from 5:30 -7:30 pm at Chautauqua Hall. This meeting will be conducted to allow the community to share their thoughts on how to shape the concept designs, and
2. Monday, January 22, 2024, from 5:30-7:30, at the Pacific Grove High School Library. This meeting will take the feedback from the first meeting and show how those ideas have been incorporated into the project.

These public input opportunities will be widely advertised via direct mailers for those adjacent to the

corridor, the City Manager’s Report, the City’s website, and social media accounts. City Staff intends to provide the Council with periodic updates as the project progresses. Once Cal Trans determines the correct approach for implementation, Staff will bring forward a report outlining that path and next steps.

OPTIONS

1. Provide alternative direction

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report. As noted above, this project is funded via Measure X and is approved as part of the Capital Improvement Program.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Outreach Flyer

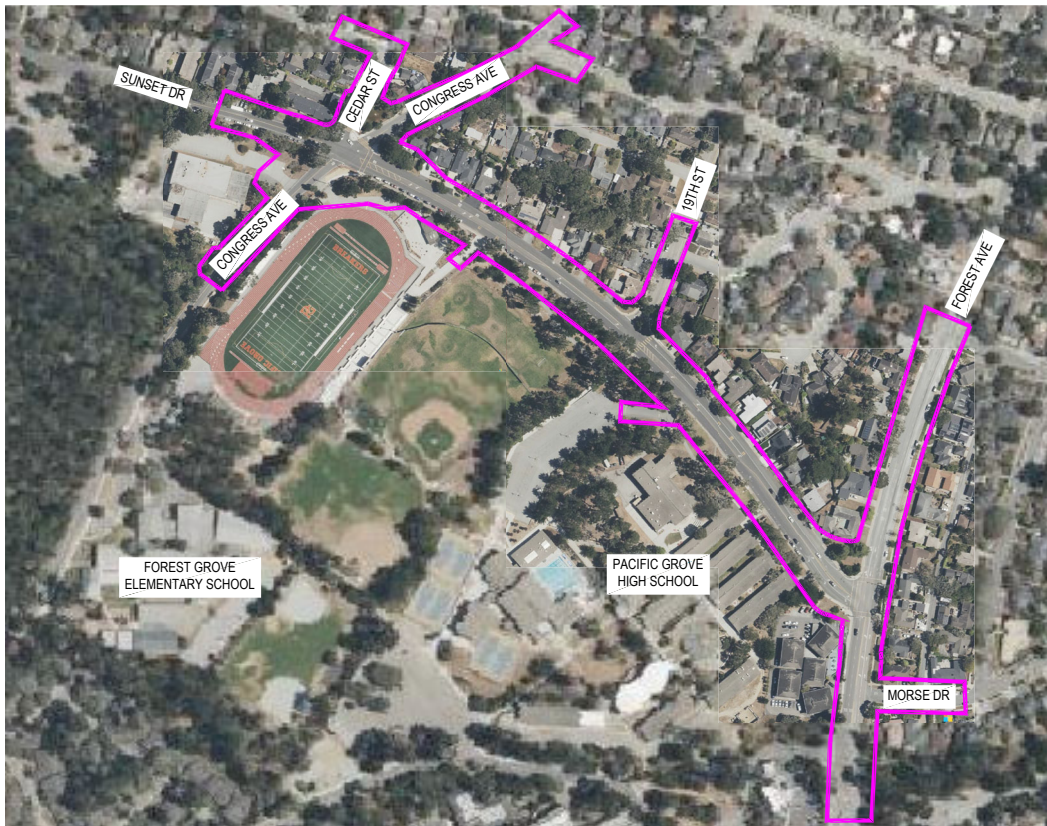
Sunset Dr / SR 68 Improvements

Help shape the future of this corridor!

The City of Pacific Grove and TAMC are kicking off the next project phase toward improving Sunset Drive/SR 68 from Forest Avenue to the Cedar Street/Congress Avenue five-way intersection.

We'll be refining the improvements proposed in the 2016 Highway 68 Corridor Study to complete preliminary design and secure environmental clearance for improvements at the Forest Avenue and the Cedar Street/Congress Avenue intersections, an enhanced crossing at 19th Street, and bicycle and pedestrian connections.

We need your help! Join us for a community meeting to discuss the existing challenges and possible solutions for the Cedar Street/Congress Avenue five-way intersection. Your input will directly inform the design concept.



City Council

Tentatively scheduled for

December 20

6:00 pm

Council Chambers

Community Meeting

January 9

5:30 - 7:30 pm

Chautauqua Hall

Share your thoughts to shape the design concepts

Community Meeting

January 22

5:30 - 7:30 pm

Pacific Grove High School Library

See how your ideas were incorporated

Traffic Safety Commission

January 23

4:00 pm

Council Chambers

Visit the project webpage for more information and updates:
cityofpg.org/sr68-corridor



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: December 20, 2023
SUBJECT: Historic Resources Committee Membership.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Direct the City Attorney to introduce and hold a first reading of an ordinance to amend PGMC Chapter 23.76.021 Historic Resources Committee Historic Resources Committee, or alternatively, discuss and take other action related to this item.

DISCUSSION

The number of members (7) and specificity of Historic Resource Committee (HRC) member qualifications make it difficult to recruit and appoint members to fill the committee.

Reducing the number of members from seven to five will have no effect on the current committee as there are two vacancies.

Amending member qualifications will provide the flexibility to consider a wider range of applicants and have minimal impact on quality of HRC decisions.

Allowing a non-Pacific Grove resident with demonstrated architectural or general contractor experience in our city will facilitate knowledgeable professionals to serve on the HRC. Several local architects routinely work in Pacific Grove but are not residents and could fill this role.

Proposed amendments will align HRC size and qualifications with that of the Architectural review board which has similar permitting responsibilities.

Proposed amendments are shown below by deletion of all text shown in ~~strikeout text~~ and the addition of all text shown in ***bold, italic, underscored text***.

Chapter 23.76.021 Historic resources committee.

(a) The historic resources committee shall consist of ~~seven~~ ***five*** members having a demonstrated interest in and knowledge of historic preservation and the cultural resources of Pacific Grove. ***At least four members shall be residents registered to vote in the City of Pacific Grove.*** One of the members shall be a licensed architect with preservation experience, landscape architect, engineer, or architectural historian, ~~one shall~~ ***or*** be a licensed general contractor with preservation experience, and one shall be a

representative of the heritage society. *A member not registered to vote in the City of Pacific Grove shall have demonstrated architectural or general contractor experience in the city of Pacific Grove.*

OPTIONS

Discuss and take other action related to this item.

FINANCIAL IMPACT:

None.

GOAL ALIGNMENT: Not Applicable.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Lew Bauman, Interim Community Development Director
MEETING DATE: December 20, 2023
SUBJECT: First Amendment to Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1) Approve motion to authorize the Mayor to execute the First Amendment To Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update adding an amount not to exceed \$952,708.20 to complete the following:

1. Update General Plan Zoning Ordinance and Map Amendments
2. Prepare General Plan Land Use Element Consistency Updates
3. Prepare General Plan Health and Safety Element Consistency Updates
4. Prepare Program Environmental Impact Report
5. Public Hearing and Community Meeting Attendance
6. Prepare Mitigation and Monitoring Plan

or

2) Alternatively, discuss and take other action related to this item.

DISCUSSION

Summary

The City’s Regional Housing Needs Allocation (RHNA) increased substantially to 1,125 residential units required to be planned for by 2031, constituting roughly an 878% increase from the previous cycle and a 14% increase in the number of new households that must be accommodated in the City’s General Plan and Zoning Ordinances. The General Plan’s Housing Element (HE) must be updated to include policies and programs to accommodate this RHNA allocation.

The City’s Draft HE Update, prepared by Rincon Consultants, will be a component of the City’s General Plan. Concurrently with the adoption of the HE, other elements of the General Plan must be updated in accordance with new laws and be internally consistent with the HE. That consistency work and the related environmental compliance was embodied in a two-phase Focused General Plan Update (FGPU) proposed to Council in August 2023. The proposed FGPU was structured to update selected elements of the City’s 1994 General Plan, Zoning Code & Map, and included Objective Design & Development Standards to streamline permitting and meet state law requirements along with the preparation of an Environmental

Impact Report (EIR). The Council approved and directed staff to contract only Phase I of Rincon's FGPU proposal on August 2, 2023, with a not-to-exceed contract amount of \$1,089,891 for FY 2022/23 through FY 2024/25.

To proceed with the first phase FGPU as directed by Council, the First Amendment to Rincon's Housing Element Contract includes key elements of work included in the FGPU proposal and includes the HE in the EIR, as well as other work necessary to allow the Council to adopt the HE and Zoning Ordinances by the December 2024 state submittal deadline. Work is proposed to begin in December 2023 and be completed by November-December 2024. This work will need to be finished by the end of 2024 so that the City will achieve compliance with State Law.

Background

At its' August 17, 2022, meeting, City Council directed staff to initiate a FGPU. Staff subsequently issued a Request for Proposals (RFP) to update selected elements of the City's 1994 General Plan, Zoning Code & Map, Objective Design & Development Standards, as well as conduct environmental review in accordance with the requirements of the California Environmental Quality Act (CEQA). This work was described as a FGPU.

Staff issued the RFP for the FGPU in September 2022, with a closing date of December 2, 2022. Rincon was the only respondent to the RFP. Rincon and their subconsultants are qualified and experienced professionals with a demonstrated ability to complete the project(s). Rincon was also retained to prepare the City's 6th Cycle HE Update under separate contract – the City of Pacific Grove Professional Services Agreement dated April 1, 2023 (the "Agreement"). The CEQA review in the RFP for the FGPU did not include the Housing Element (HE), which was engaged under separate contract with Harris & Associates to conduct an Initial Study/Mitigated Negative Declaration (IS/MND) on the HE. However, only initial work was conducted under the Harris contract. On May 17, 2023, Staff returned to Council with Rincon's FGPU proposal.

Based on input received from the Council, staff worked with the consultant team to prepare a revised proposal for the FGPU. The revised proposal was drafted to respond to Council's May 17 direction and was presented to Council on August 2, 2023. At that meeting, the Council provided direction to staff to proceed with contracting of only Phase I of Rincon's FGPU proposal for a not-to-exceed contract amount of \$1,089,891 for FY 2022/23 through FY 2024/25.

Proposed First Amendment

Following Council's August 2023 direction, staff and counsel discussed including the HE in the EIR being prepared for the Phase I FGPU, in lieu of an IS/MND, to ensure a thorough full environmental review to include the HE update along with the focused updates of the Land Use and Health and Safety Elements, zoning, and related updates to the 1994 General Plan and City Code. This approach ensures an integrated comprehensive review of the environmental impacts of the HE, General Plan updates, and the related zoning map and zoning ordinance amendments. For administrative and managerial efficiency, this work is structured so that the multiple tasks are included as a single amendment to the original HE Agreement with Rincon, rather than as separate contracts for an EIR and focused general plan update work.

The proposed First Amendment to the Agreement includes zoning ordinance and map updates to comply with State RHNA requirements and AB 1398 rezoning mandates. This amendment also includes the necessary Land Use and Health and Safety Element consistency updates and evaluation of zoning to determine use of objective language to facilitate streamlined permit review, all necessary to achieve

Housing Element density targets. The form of EIR recommended to accompany adoption of the HE and other tasks conducted under this amendment is a Program EIR pursuant to State CEQA Guidelines Section 15168. Work under the First Amendment is proposed to begin in December 2023 and be completed with public hearings no later than November-December 2024. The estimated project schedule is included in the attached agreement.

The City's RHNA increased substantially to 1,125 residential units required to be constructed by 2031. This constitutes roughly an 878% increase in Pacific Grove's RHNA from the previous cycle and a 14% increase in the number of new households in Pacific Grove. While updates to the Housing Element occur every 8 years in accordance with the State's housing cycles, these updates typically do not trigger the requirement for major updates to the General Plan. However, this substantial planned housing increase is likely to impact the need for infrastructure, commercial services, educational and medical services, recreational services, calls for emergency services, as well as the transportation network.

A focused update to the City's Land Use and Health and Safety Elements and zoning ordinances are necessary to accommodate the RHNA allocation of 1,125 units. According to HCD's regulations, rezoning is required within one year if the HE is not certified within 120 days of the statutory deadline for adoption. It is not anticipated that the City's HE will be adopted by the city and certified by the HCD deadline of April 15, 2024. Accordingly, the city must complete zoning amendments and focused general plan work needed to provide capacity to meet the City's RHNA with full environmental review no later than December 2024.

The proposed contract amendment cost is an amount not to exceed \$952,708.20 beginning in FY 2022/23 and scheduled to be complete in FY 2024/25. If approved, the total Amended HE contract would be an amount not to exceed \$1,180,626.20 (\$227,918 for initial housing element scope of work + \$952,708.20 for additional services).

Goal Alignment

Given the far-reaching nature of long-term planning documents, the work encompassed in the proposed First Amendment is consistent with the goals established by the City Council.

OPTIONS

1. Authorize First Amendment with Rincon Consultants, Inc., adding an amount not to exceed \$952,708.20 to the Agreement beginning in FY 2022/23 and completing work in FY 2024/25; or
2. Alternatively, discuss and take other action related to this item.

FINANCIAL IMPACT:

The Fiscal Year 2023/24 Amended Budget includes \$1,089,891 for Phase I of the General Plan Update. If this contract is approved, the original General Fund appropriation will be reduced to \$791,408 as part of the mid-year budget process. The additional funds needed will be appropriated from the Operating Grants and General Plan Maintenance Fees Funds in the amounts of \$128,750 and \$32,550, respectively. This will allow for \$298,483 to be returned to the General fund balance for future appropriation.

The amount in the Operating Grants Fund reflects the award of a REAP 2.0 Local Suballocation Grant (LSG). This grant was awarded from the Association of Monterey Bay Area Governments (AMBAG) for an amount not to exceed \$128,750 to support mandated rezoning efforts and other work as part of a focused general plan update. The LSG funding provides reimbursement for the City's costs under First Amendment associated with the zoning, program EIR, and public outreach work.

FOCUSED PRIORITY AREA: Affordable Housing

Attachments

Professional Services Agreement with Rincon dated April 1, 2023

First Amendment to Professional Services Agreement with Rincon Consultants

Staff Presentation

CITY OF PACIFIC GROVE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT (“PSA”) FOR NON-CONSTRUCTION PROJECTS (“Agreement”), is made and effective as of April 1, 2023, between the City of Pacific Grove (“City”), a municipal corporation and Rincon Consultants, Inc., a corporation (“CONSULTANT”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 1, 2023 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform the tasks and services (“Services”) described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all Services described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting their obligations under this Agreement.

CONSULTANT is bound by the contents of City’s Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at Community Development Department, hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City’s Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT’s proposals.

4. CITY MANAGEMENT

The City Manager, or their designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Work or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on

City's behalf and to execute all necessary documents that enlarge the Scope of Work or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$227,918 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- 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. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.
- d. CONSULTANT 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 the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT 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 CONSULTANT 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. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30)

days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the 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, the City shall pay to CONSULTANT 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, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

- a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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; shall permit City to make transcripts or copies therefrom 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 for a 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 CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under this Agreement. CONSULTANT's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence.

Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by City is not a condition

precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. INSURANCE

CONSULTANT 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.

13. INDEPENDENT CONSULTANT

- a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT 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 City. CONSULTANT 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 CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT 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 the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 arrangement, or financial inducement. No officer, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed 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.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed 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.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, 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 CONSULTANT gives City notice of such court order or subpoena.
- b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any

If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a “Statement of Economic Interest” with CITY disclosing CONTRACTOR’s and/or such other person’s financial interests.

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

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, by first class mail, 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: Anastacia Wyatt
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: Kimiko Lizardi
Rincon Consultants, Inc.
2511 Garden Road, Suite C-250
Monterey, CA 93940

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 service by email.

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

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT 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 federal district court with jurisdiction over City. CONSULTANT 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.

24. 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 and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, 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. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT 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.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. 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.

29. 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

CONSULTANT

DocuSigned by:
Anastacia Wyatt
By: 64B91A02F6054D0...
Anastacia Wyatt, Community
Development Director

DocuSigned by:
Richard Daulton
By: 3D7ADA0A0F8E4C6...
Richard Daulton, Principal/Vice President

Date: 4/5/2023

Date: 4/5/2023

DocuSigned by:
Bill Peake
By: 2E6F9DE48137414...
Bill Peake, Mayor

DocuSigned by:
Tori Hannah
By: 3B02FAB081E94DB...
Tori Hannah, Administrative Services Director

Date: 4/6/2023

Date: 4/5/2023

Approved As To Form:

DocuSigned by:
Gregory Rubens
22EB9D6BCF144BF...
City Attorney

4/5/2023

Date

Attachments:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements
Exhibit D	Request for Proposal
Exhibit E	Consultant's Proposal

EXHIBIT A

SCOPE OF SERVICES

2 Housing Element Scope of Work

2.1 Draft 6th Cycle Housing Element Review

2.1.1 Initiation Meeting

[Rincon lead, VTA]

The Rincon team will meet virtually with City staff to exchange information and to initiate work on the Housing Element Update. During the meeting, the team will review the overall scope and discuss schedule and data needs.

Deliverables

- Agenda and Meeting Notes

2.1.2 Review Documents and Strategy for Housing Element Update

[Rincon lead, VTA]

During this task the team will review the 6th Cycle Housing Element update materials, data/documents provided by the City, including any community engagement efforts to familiarize ourselves with the status of the project. As necessary, the Rincon team will provide a more formal data request to help the City in compiling necessary data and documents. During this review, the Rincon team will identify and outline any data deficiencies/gaps, additional analysis and engagement efforts, if any, needed to support completion of the 6th Cycle Housing Element Update. Rincon will also describe a recommended strategy to move forward with the Housing Element Update to ensure City staff is clear on any of the potential challenges to schedule and/or with the overall update process.

Assumptions

- City staff will provide access to materials and documents need to conduct a thorough review

Deliverables

- Data Request
- Memorandum Strategy for Housing Element Update

2.1.3 Scope/Budget and Schedule Updates

[Rincon lead, VTA]

This task includes, as necessary, any refinements to the scope, budget or schedule required following discussion and any needs identified during Task 2.1.2.

Deliverables

- Scope/Budget and Schedule Updates, as necessary

2.2 Housing Element Update

2.2.1 Evaluation of Past Accomplishments

[VTA lead, Rincon]

Veronica Tam and Associates (VTA) will lead the preparation of the Evaluation of Past Accomplishments. VTA will evaluate the City's progress in implementing the 2015-2023 Housing Element. VTA will review the City's Housing Element Annual Progress Reports as a starting point for this evaluation and will provide an assessment of the effectiveness of the prior housing element's goals and programs. VTA will also interview staff to discuss the initial findings and obtain additional insight regarding the effectiveness of the programs. VTA will compile the evaluation in a matrix format, including a brief discussion of the policy/program, an evaluation of progress and an initial recommendation on the appropriateness of the goal/program to carry forward into the updated 6th Cycle Housing Element

What's New in 6th Cycle

The review of past accomplishments must include a discussion of the City's cumulative impact on addressing the housing needs of special populations.

Deliverables

- Draft Memorandum Evaluation of Past Accomplishments of the 2015-2023 Housing Element (word)
- Final Memorandum Evaluation of Past Accomplishments of the 2015-2023 Housing Element (word and PDF)

2.2.2 Housing Needs Assessment and Housing Constraints

[VTA lead, Rincon]

Housing Needs Assessment

VTA will lead the preparation of the Housing Needs Assessment. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

a) demographics, income, and employment trends; b) household characteristics; c) housing stock characteristics; d) at-risk housing analysis; and analysis of special housing needs. We will utilize a variety of data sources to update the City's Housing Element needs assessment. These include ACS, 2020 Census, Department of Finance population and housing estimates, State Employment Development Department labor statistics, and housing market data, among others.

What's New in 6th Cycle

HCD requires specific information on farmworker populations (including seasonal and migrant farmworkers). American Community Survey (ACS) data is not adequate to address this requirement. If local farmworker population is not available, HCD will accept county-level, USDA Agricultural Census data. HCD also requires specific information on the jurisdictions housing stock conditions based on local knowledge. ACS data on age of structure and availability of plumbing and heating facilities is not considered adequate.

Housing Constraints

VTa will lead the preparation of the Housing Constraints section. The Housing Constraints section will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in City of Pacific Grove. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

The City’s 6th Cycle Housing Element will be updated to meet new state law requirements. Additional impediments may be identified based on discussions with staff and community stakeholders.

Assumptions

- City staff will provide one set of consolidated comments on the Administrative Draft Housing Needs Assessment and Housing Constraints sections
- The revised draft Housing Needs Assessment and Housing Constraints sections will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7.

Deliverables

- Administrative Draft Housing Needs Assessment and Housing Constraints sections (word)

What’s New in 6th Cycle

- State Legislation:
 - o Assembly Bill (AB) 101 – Low Barrier Navigation Centers
 - o AB 139 – Parking standards for emergency shelters
 - o AB 2162 – Supportive housing meeting specific criteria and located within 0.5 miles from transit
 - o AB 1762, SB 1227, and AB 2345 – Density Bonus
 - o SB 35 and objective development standards
- Compliance with transparency in development regulations
- Non-governmental constraints – assessment of NIMBYism, lending practices, shortage of labor, and other economic factors
- HCD new policy direction to address the provision of large residential care for seven or more persons

2.2.3 Housing Sites

Site Inventory Review

[Rincon lead, VTA]

Rincon will review the Sites Inventory prepared by the previous housing element consultant. We understand that the City and City’s consultant used Balancing Act to engage with the public on the sites selection process. The scope of this task assumes that the Rincon team’s efforts will largely be focused on supporting the Site Inventory through data review to inform preparation of the Housing Resources section and other sections of the Housing Element Update. This task assumes that the Sites Inventory is stable and that the sites identified have been vetted through an adequate community engagement process and are consistent with State Housing Element law and HCD’s Completeness Review Checklist. This means that the Sites Inventory should be considered adequate to address the following required analyses:

What’s New in 6th Cycle

State law pertaining to adequate site requirements (AB 1397 and SB 166) has changed. AB 1397 places higher standards on the reuse of sites, reliance on nonvacant sites and extreme sizes of sites (too small and too large). SB 166 requires a no-net loss accounting that necessitates a sites inventory with a comfortable buffer (typically 15-30 percent).

- Affirmatively Furthering Fair Housing –an evaluation of the sites to determine how they meet AFFH requirements, including that they are located throughout the community in a manner that has the ability to affirmatively further an increase in fair housing.
- Non-vacant site analysis – an analysis of non-vacant sites to address a portion of the RHNA. This analysis should analyze realistic development potential within the planning period by considering the extent that a non-vacant site’s existing use impedes additional residential development, the jurisdiction’s past experience converting existing uses to higher density residential development, market trends and conditions.
- Local housing trends - an analysis using anticipated and actual project densities to project and substantiate assumed future development yields of proposed RHNA sites. This step assumes that reliance on documentation provided by City staff to compare the maximum zoning density to the actual project yield, including percentage and types of affordable units from development projects built, approved or under review during the 5th Cycle period. This step is also typically informed by input from residential developers obtained during community engagement to support estimated residential capacities on proposed RHNA sites.
- Infrastructure constraints – this analysis assumes discussions have occurred with appropriate utility providers to determine if parcels included in the sites inventory have sufficient access to water, sewer and dry utilities and adequate capacity to support housing development. This analysis typically relies on City staff to support the review of existing plans and programs and to support the consultant in identifying any potential limitations or constraints and improvements necessary to support housing development on the identified sites. This does not typically include technical infrastructure analyses.

If the site inventory is not adequate to support the required analyses and will require significant revision, including the identification of additional or replacement sites, the scope, budget and schedule will need to be reevaluated.

Assumptions

- This task assumes that the Site Inventory will be provided in both GIS and excel formats.
- Rincon will not edit/clean up any parcel or base data.
- As stated previously, this task assumes Rincon can rely on a Draft Sites Inventory prepared by the previous housing element consultant.

Sites Working Session

[Rincon lead, VTA]

The Rincon team will participate in a virtual working session with City staff to ensure a clear understanding of the Sites Inventory and any accompanying assumptions. This session is anticipated to be up to two hours.

Deliverables

- Agenda and Meeting Notes

Sites Adjustment (Allowance)

[Rincon lead, VTA]

While the above tasks assume that the Sites Inventory is stable, we have included an allowance for some minor adjustments to the Sites Inventory. This includes up to 32 hours for the Rincon team to adjust assumptions or sites assuming that the majority of the sites can be used. Rincon will not proceed with this task unless mutually agreed upon with City staff and based on a clear understanding of the work needed to support any Sites Inventory adjustments. This task assumes one round of review by City staff of an adjusted Sites Inventory.

Deliverables

- Draft Sites Inventory Adjustment
- Final Sites Inventory Adjustment

2.2.4 Housing Resources

[Rincon lead, VTA]

This task includes preparation of the Housing Resources section. The Housing Resources section will include a discussion of the following:

- Future housing needs, including a discussion of the RHNA requirement and planned or approved units and Accessory Dwelling Units (RHNA credit);
- Residential sites inventory, including methodology, site suitability, realistic development capacity and adequacy in meeting RHNA;
- Availability of infrastructure and services; and
- Financial resources for affordable housing.

Assumptions

- City staff will provide one set of consolidated comments provided on the Administrative Draft Housing Resources section
- The revised draft Housing Resources section will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.5 Affirmatively Furthering Fair Housing

[Rincon lead, VTA]

Rincon will prepare the AFFH analysis and will incorporate it as a new appendix. The AFFH analysis will address fair housing issues, identify contributing factors, develop goals and actions, and review prior goals and actions. Fair housing issues to be assessed include review of fair housing enforcement and capacity, segregation and integration, racially/ ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs and displacement risk. Analysis will consider local and regional patterns and trends, and local data and knowledge gathered through effective community engagement, assumed to have been completed by the previous housing element consultant. The Project Team has worked closely with HCD to fulfill the new and extensive AFFH guidance and HCD requirements.

What's New in 6th Cycle

The federal AFFH rule requires the jurisdiction to take "deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities." AB 686 extended this AFFH requirement to cities and counties in California. Cities must incorporate fair housing issues, analysis, goals, and actions when updating their housing element.

Assumptions

- City staff will provide one set of consolidated comments on the Administrative Draft AFFH section
- The revised Draft Housing Resources section will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.6 Housing Goals, Quantified Objectives and Policies (Housing Plan)

Administrative Draft

[VTA lead, Rincon]

VTA will lead preparation of the housing goals, policies, and quantified objectives. Based upon the analyses and research conducted in the previous tasks, VTA will update the housing programs. For each program included in the Housing Element, VTA will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

Assumptions

- City staff will provide one set of consolidated comments provided on the Administrative Draft Housing Plan section.
- The revised draft Housing Plan will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7.

Deliverables

- Administrative Draft Housing Plan Section (word)

Programs Working Session

[VTA lead, Rincon]

The Rincon team will participate in a virtual working session with City staff to review the proposed programs in the Administrative Draft Housing Plan. This session is anticipated to be up to two hours.

Deliverables

- Agenda and Meeting Notes

2.2.7 Draft Housing Element (2023 – 2031)

[Rincon lead, VTA]

What's New in 6th Cycle

State laws require the Housing Plan include specific programs:

- By-right approval of reuse sites if 20 percent is set aside for affordable housing
- Replacement housing for development on sites with existing uses
- Monitoring of no net loss
- Incentives to facilitate ADU development
- SB 35 and objective development standards
- AFFH meaningful actions to promote housing mobility, access to opportunity, reduce displacement, provide fair housing outreach and enforcement, and implement placebased neighborhood improvements.

Rincon will compile the sections from previous tasks and prepare the following versions of the Draft Housing Element 2023-2031

- Screencheck Draft Housing Element for staff review
- Public Review Draft for public and City Council review
- HCD Review Draft

Since individual sections of the Screencheck Draft Housing Element will be reviewed under previous tasks, this task assumes minimal revisions to the Administrative Draft Housing Element to prepare the public review version of the document.

During HCD’s review the Rincon team will work to address all HCD comments. We will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked

changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This task includes no more than three rounds of HCD review. For purposes of this scope, we have assumed the comments from HCD will not introduce new substantive issues or concerns at each round and that there will have been a description or discussion of the items during previous rounds of review.

What’s New in 6th Cycle

AB 215 passed in 2021 (effective January 1, 2022) changes the public review process for the Housing Element.

- Draft Housing Element must be available for a 30-day review period prior to submitting for HCD review
- If comments are received, the City must take at least 10 business days to address the comments prior to submitting to HCD for review
- HCD review of the Draft Housing Element is extended to 90 days (from the 60-day review under old law)

Deliverables

- Screencheck Draft Housing Element (word)
- Public Review Draft Housing Element (word and PDF)
- HCD Review Draft (word and PDF)

2.3 Community Engagement

2.3.1 Record of Engagement

[Rincon]

One of the most critical aspects of the Housing Update Element process is the public participation process. The Housing Element, and the newly added AFFH analysis, relies heavily upon local knowledge to supplement and better understand the data and housing issues at hand, as well as, creating the programs that work best to serve local and regional needs. As stated in previous sections and in the Project Understanding, our scope assumes that the community engagement that has been conducted to date is adequate to support the analysis required for the Housing Element Update. This task includes summarizing that engagement within the Housing Element Update document. This task assumes that City staff will assist Rincon in pulling together all necessary records of engagement.

What’s New in 6th Cycle?

AB 686 (Affirmatively Furthering Fair Housing) passed in 2017 requires that the outreach activities be informed by AFFH characteristics.

Assumptions

- City staff will provide Rincon will all necessary records of engagement conducted to date for the 6th Cycle Housing Element Update, including input from any stakeholder interviews

Deliverables

- Summary of engagement activities included in the Screencheck Draft Housing Element (word) in Task 2.27

2.3.2 Virtual Stakeholder Interviews (Allowance)

[Rincon]

Engagement of and input from local advocacy groups, minority and special needs populations, and housing developers are important to the Housing Element update (and required by HCD).

In Task 2.3.1 we will work closely with City staff to identify stakeholders that the City and/or their previous housing element consultant has already interviewed and/or interacted with. Typically, this stakeholder group would include a broad cross-section of the community so that the consultation list includes market rate developers, affordable housing developers and fair housing advocates, and community-based organizations.

This task includes an allowance for additional interviews with key stakeholders. It is assumed that most of the input and feedback needed from these groups was already obtained by the City and the housing element consultant during previous engagement activities. However, additional information may be needed to support the analysis described in previous tasks.

Assumptions

- City staff will provide the list of key stakeholders already assembled and interviewed to date
- City staff will help in identifying any additional stakeholders that may need to be contacted
- See also Task 2.3.1

Deliverables

- An allowance for up to 10-12 interviews (assumes interviews are approximately a half hour in length)
- Summary of stakeholder input

2.3.3 Targeted Engagement (Allowance)

[Rincon]

This task includes an allowance for one informal, in-person engagement. This could include a pop-up event, a focus group meeting or another similar activity. This allowance was provided to support an additional, informal engagement touchpoint during the Housing Element Update process. This activity is anticipated to occur prior to the release of the Public Draft Housing Element Update. Rincon will coordinate with City staff on the details of this event.

Assumptions

- City staff will provide any materials/equipment needed to support the event such as tables, booth materials. Etc.
- City staff will secure the venue, as needed
- Includes attendance by two staff from Rincon

- City staff will handle all necessary notifications

Deliverables

- One informal, in-person engagement activity
- Workshop handouts, boards or interactive activity

2.3.4 Public Workshop

[Rincon]

We propose one in-person workshop to engage with community residents, agencies, and key stakeholders during the public review period for the Draft Housing Element update. The Rincon team will prepare a Power Point presentation to walk through the public review Draft.

Assumptions

- City staff will provide any materials/equipment needed to support the event such as tables, booth materials. Etc.
- City staff will secure the venue
- Includes attendance by two staff from Rincon
- City staff will handle all necessary notifications

Deliverables

- One, in-person workshop
- Workshop handouts

2.4 GIS Support Services

2.4.1 GIS Support Services Site

[Rincon]

This task includes time for Rincon's GIS team to compile the necessary GIS data and prepare maps to support the Housing Element Update.

Assumptions

- All base data is assumed to be provided by City staff, the County and/or other regional and State data sources

Deliverables

- Data and Maps included in other tasks

2.4.2 GIS Support Services Engagement

This task includes the creation of reference maps as needed to support engagement materials and presentations.

Assumptions

- All base data is assumed to be provided by City staff, the County and/or other regional and State data sources

Deliverables

- Maps included in other tasks

2.5 Public Hearings and Study Session

2.5.1 Virtual Study Session

[Rincon lead, VTA]

The Rincon team will facilitate one virtual study session with the Planning Commission or City Council to update them on the Housing Element Update process and to present the Housing Plan. This study session is anticipated to occur prior to the release of the public review Draft of the Housing Element.

Assumptions

- City staff will handle all necessary notifications
- Assumes attendance by one staff member from Rincon and one from VTA

Deliverables

- Power Point presentation
- One, virtual Study Session with the PC or CC

2.5.2 Public Hearings

[Rincon lead, VTA]

This task includes a budgeted allowance for up to two in-person public hearings to support staff, one before the Planning Commission, and one before City Council for the adoption of the Housing Element update. We will present the element update and respond to questions as directed by City staff. This budget assumes that Rincon's PM and PIC will be in attendance and VTA.

Additional public hearing attendance will be billed on a time and materials basis, per Rincon's and/or VTA's billing rates in effect at the time the service is provided.

Assumptions

- City staff will handle all necessary notifications
- Assumes attendance by two staff members from Rincon and one from VTA

Deliverables

- Power Point presentation
- Up to two, in-person public hearings

2.6 Housing Element Project Management

[Rincon lead, VTA]

At the onset of the project, Rincon will refine the scope and develop a schedule. Throughout the project, Rincon will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The Rincon project manager will participate in 30-minute project management conference calls every other week (approximately 26 calls) with the project team. Rincon will use email communications and have telephone/videoconference conversations with City staff, as needed, during the course of the project to ensure clear communication. Rincon will prepare monthly invoices with status reports documenting the progress made each month on completing the project, and review and update the schedule when necessary. This task assumes that Rincon's PIC and VTA will attend meetings strategically throughout the process. This task also includes internal coordination amongst the Rincon team. Rincon will prepare agendas for all meetings and note any actions from those meetings.

Deliverables

- Up to 26, 30-minute virtual meetings with City staff
- Agenda and Meeting Notes for biweekly project status calls (electronic format)

EXHIBIT B

PAYMENT SCHEDULE

The City agrees to pay CONSULTANT monthly. This amount shall not exceed \$227,918 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT 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. CONSULTANT 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 Consultant 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

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

CONSULTANT 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.

Umbrella or excess liability insurance. CONSULTANT 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.

Other provisions or requirements

Proof of insurance. CONSULTANT 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. CONSULTANT 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 CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT 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.

City'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 CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT 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 VI (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 CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT 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). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-

compliance with any requirement imposes no additional obligations on the City 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant 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, agents, and volunteers 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 Consultant'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. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT 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. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City'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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT'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. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT 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.

EXHIBIT D

REQUEST FOR PROPOSAL



City of Pacific Grove Request for Proposal (RFP)

to



Prepare a Focused General Plan Update, Zoning Code & Map(s) Update, Objective Design & Development Standards (ODDS), and Conduct Associated Environmental Review & CEQA Document Preparation

CITY OF PACIFIC GROVE

1. Issue Date: September 16, 2022
Proposal Due Date: December 2, 2022

a) Submit responses to:

CONTACT: Anastacia Wyatt, Community Development Director
City of Pacific Grove

Community Development Department
300 Forest Avenue

Pacific Grove, California 93950

831-648-3182 or awyatt@cityofpacificgrove.org

Table of Contents

1. RFP Overview

- 1.1 Introduction and Background**
- 1.2 Purpose of RFP**
- 1.3 Minimum Qualifications**
- 1.4 Schedule of Events**
- 1.5 RFP Coordinator**
- 1.6 RFP Amendment and Cancellation**
- 1.7 Letter of Intent to Respond**
- 1.8 Questions Pertaining to the RFP**
- 1.9 Public Records Law**
- 1.10 Rights to Submitted Materials**
- 1.11 City Agreements and Insurance Requirements**

2. Scope of Work and Specifications

- 2.1 Overview of the Project**
- 2.2 Environmental Analysis**
- 2.3 Project Coordination Meetings and Project Management**
- 2.4 Existing General Plan Audit**
- 2.5 Work Plan**
- 2.6 Meeting Schedule and Communication**
- 2.7 Deliverables**

3. Proposal Submission Requirements

- 3.1 General Instructions**
- 3.2 Proposal Format**
 - 3.2.1 Transmittal Letter**
 - 3.2.2 Table of Contents**
 - 3.2.3 Executive Summary**
 - 3.2.4 Company Information**
 - 3.2.5 Pricing**

4. Proposal Evaluation

5. General Terms

5.1 General Conditions

5.2 Reference Checks

5.3 Changes to RFP

Professional Services Agreement 07.19.2022

5.4 Submittal Address

6. Attachment 1 - City of Pacific Grove Professional Services Agreement

Professional Services Agreement 07.19.2022

B. 1. RFP Overview

(1) 1.1 Introduction and Background

The City of Pacific Grove is a Charter City known for small-town hospitality and friendliness. It is run by a council-manager form of government. The major operating departments of the City are: City Manager, Administrative Services, Community Development, Public Works, Police, Fire, Recreation and the Library.

The City population is 15,545 and it is approximately 2.86 square miles. Located in Monterey County, on the Monterey Peninsula, the City is surrounded on the north and west by Monterey Bay and the Pacific Ocean, respectively, unincorporated Pebble Beach to the south, the Army Presidio of Monterey (POM) to the southeast, and the City of Monterey to the east. Since its founding in 1875 as a Methodist “Chautauqua” or Retreat, Pacific Grove’s “landlocked” setting has influenced its development patterns and significantly affects its potential for new housing and employment today. The City encompasses approximately 3 square miles - much of it developed with mostly single-family residential homes, some multi-family development and 3 main commercial areas. Pacific Grove is regarded within the region as a desirable residential community and is currently comprised of historical buildings and architect-designed, well-maintained single-family, detached residences sited along treelined streets, most of which were constructed prior to 1960. The City’s proximity to employment centers, coupled with its excellent schools, low crime rate, historic architecture, scenic coastline, and beautiful parks contribute to this image.

Professional Services Agreement 07.19.2022

PG CC 12/20/23

114 of 244

The City is almost entirely built-out. Approximately 45 percent of the land is developed with housing of all types and approximately 6.5 percent consists of schools and public facilities. Approximately 5 percent of the City is developed with commercial/light industrial uses and the remaining approximately 44 percent is public parks, beaches, open space, churches, public rights-of-way and miscellaneous uses. The largest employers are the Pacific Grove Unified School District, the City, and the California State Parks (Asilomar State Park and Conference Grounds).

A key issue in planning for and facilitating the level of growth called for in Pacific Grove's allocation based on the draft Regional Housing Needs Allocation (RHNA) methodology is the continuing moratorium on new water connections for communities served by Cal-Am, including Pacific Grove. Water limitations will need to be considered in the required analysis of constraints on development, with proposed actions for reducing or eliminating the constraints identified. This will be an important discussion in the focused update through the

Professional Services Agreement 07.19.2022

review process. However, the current moratorium will not be eliminated or directly addressed through the focused general plan update.

There are separate processes underway to develop viable strategies for addressing the Peninsula's water issues. Until those strategies are agreed upon and implemented, the City's General Plan will need to proceed with planning for and implementing zoning and development regulation changes necessary to accommodate changes to state law since 1994, as well as Pacific Grove's final RHNA of 1,125 units.

Professional Services Agreement 07.19.2022

1.2 Purpose of RFP

The purpose for the City of Pacific Grove's request for proposal is to identify and select a vendor with a proven record of accomplishment to prepare a focused update to the City's 1994 General Plan, including the Land Use, Safety, and Transportation Elements, accompanying zoning ordinance and maps, objective design and development standards, and related environmental review in conformance with the California Environmental Quality Act (CEQA) necessary for approval of the General Plan. The Proposer's team for this project should be multi-disciplinary and shall include expertise in all appropriate areas of General Plan and zoning ordinance development as outlined in the State of California [2017 General Plan Guidelines](#). The City would like the proposer to include required Hazard Mitigation Planning, Climate Action Planning requirements, and Environmental Justice within the focused update and elements rather than separate elements.

The City is undergoing a Housing Element Update with the required CEQA review to submit the Housing

Element by December 2023 for the City's 6th Cycle Housing Element Update. Based on the Housing Element update and required zoning changes, modifications to accommodate the City's anticipated RHNA would be included in this focused update. The environmental review will generally analyze the broad environmental effects of implementing the changes in the Focused General Plan Update, related amendments to other General Plan elements, and updates to implementing tools such as the Zoning Ordinance, ODDS, and Subdivision Ordinance.

1.3 Minimum Qualifications

The City is seeking a qualified firm ("Consultant") that has extensive experience in preparing General Plans, a proven ability to assess a City's current conditions, and knowledge of current State and federal regulations as it applies to the completion of General Plan updates and CEQA compliance. The precise scope of services in the Professional Services Agreement will be negotiated between the City and the successful proposing consultant. Rather than present in this RFP an all-inclusive scope of services for the consultant to perform, interested firms should develop their own specific scope of work, deliverables and schedule based on the information found in this request, and following the most up- to date industry practices. It is anticipated that this update will result in changes to the City's Land Use Map, Zoning Map and Municipal Code. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making

process. The Consultant should be knowledgeable and competent in the environmental analysis and CEQA compliance documents.

Please note that the format and number of documents listed as deliverables in your proposal may need to be modified pursuant to Executive Order N-80-20, signed on September 23, 2020, or any other Executive Order pertaining to certain requirements for filing, noticing, and posting of CEQA documents.

At a minimum, the scope of services will include completion of the CEQA compliance process and required documentation and noticing for the project, pursuant to §16053 of State CEQA Guidelines, which includes preparation of all required notices and environmental impact assessments, any necessary consultations with resource agencies, and identification of applicable permits and approvals required, if any, in concert with the preparation of updated Elements as required by the most recent Office of Planning and Research (OPR) General Plan Guidelines. The selected consultant will also be

Professional Services Agreement 07.19.2022

expected to attend at all CEQA and General Plan Update related meetings, including community meetings and meetings of the Planning Commission and the City Council.

1.4 Schedule of Events

The RFP schedule of events identifies the City's best estimate of the schedule that will be followed.

RFP Issued	September 16, 2022
Virtual Pre-Bid Conference Zoom Call & Question Submittal	October 21, 2022, 9-10am
Posting of Answers from Pre-Bid Conference	October 24, 2022, 5pm
Deadline for Written Questions	October 28, 2022, 5pm
City Issues Response to Written Questions	November 4, 2022, 5pm
Deadline for Submitting a Proposal	December 2, 2022 at 5pm
City Evaluation of Proposals	December 5-30, 2022
Selected Consultant Interviews	January 13, 2023
Consultant Selected	January 27, 2023
City Council Authorization of Contract	February 2023
Contract Execution/Kick-Off Meeting	March 2023

Professional Services Agreement 07.19.2022

PG CC 12/20/23

117 of 244

Zoom information for the virtual Pre-bid conference dated October 21, 2022 at 9am is below:

When: Oct 21, 2022 09:00 AM Pacific Time (US and Canada) Topic:
City of PG RFP Pre-Bid Conference call

Please click the link below to join the
webinar:

<https://us02web.zoom.us/j/89070493682>

Or One tap mobile :

US: +16692192599,,89070493682# or

+16699009128,,89070493682# Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 219 2599 or +1 669 900 9128 or +1 213 338 8477 or 877 853 5247 (Toll Free) or

888 788 0099 (Toll Free)

Webinar ID: 890 7049 3682

International numbers available: <https://us02web.zoom.us/j/89070493682>

The City reserves the right to adjust this schedule as it deems necessary.

1.5 RFP Coordinator

All communications concerning this RFP must be submitted in an e-mail to the RFP Coordinator, Alex Othon, Associate Planner. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at aothon@cityofpacificgrove.org.

1.6 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. This

information will be posted to the City's website:

https://www.cityofpacificgrove.org/our_city/departments/administrative_services/bids_rfps/index.php If an amendment is issued, it will be provided to all vendors who have submitted a Letter of Intent to Respond.

1.7 Letter of Intent to Respond *[Optional]*

b) Vendors who anticipate submitting a proposal are encouraged to submit an email indicating a vendor's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator. The subject line should read, "Company Name – Letter of Intent to Respond". The following information should be included in the Letter of Intent to Respond:

- Name of Vendor
- Vendor's Address
- Vendor's Contact Person
- Contact Person's Telephone Number & E-mail Address
- Name and version of system to be proposed

Submittal of a Letter of Intent to respond is highly desirable for submitting a proposal and is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal. Not submitting a Letter of Intent does not preclude a vendor from submitting a proposal by the required deadline.

1.8 Questions Pertaining to the RFP

All questions pertaining to this RFP must be submitted by e-mail to the RFP contact Alex Othon, Associate Planner at aothon@cityofpacificgrove.org. All vendors who have notified the City of their intent to respond to the RFP will be provided, via e-mail, a copy of all questions submitted as well as the City's response.

1.9 Public Records Law

Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act, and may be determined to be public records subject to disclosure, even if the vendor claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

1.10 Rights to Submitted Materials

All Proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with this RFP will become property of the City and a matter of public record. All documents submitted in response to this request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements.

Professional Services Agreement 07.19.2022

(1) 1.11 City Agreements and Insurance Requirements

The successful proposer(s) will be required to sign a contract with the City relating to the work to be performed. Once selected, the proposer must procure and maintain insurance in accordance with the City's insurance requirements for the duration of the contract. The cost of this insurance is the proposer's responsibility.

2. Scope of Work and Specifications

2.1 Overview of the Project and Preparation of the Focused General Plan Update

The focused General Plan update must include a robust public engagement program that engages all sectors of the City's population in this planning effort; a program that identifies the community values and translates those values into a community vision out to the year 2045. Include in the budget proposal how many meetings would be anticipated for public engagement and staffed by the Consultant engagement team. The General Plan update must also identify how the community's vision and values will be implemented through the General Plan update document. A General Plan Technical Advisory Group (GPTAG) is expected to be formed and utilized as the common thread throughout the update process.

Professional Services Agreement 07.19.2022

The General Plan update must address what land use opportunities should be explored based on requests received from property owners, compatibility, and strategic locations that will promote revenue development and enhancement. The update should also address how current and future technological breakthroughs, such as telecommuting, video conferencing, driverless cars, same-day retail delivery, etc. might affect the livability of the Pacific Grove community and how infrastructure, parking lots, and community access might be affected. Due to the nature of Pacific Grove's historic development pattern, there are limitations in circulation and connectivity. In addition, the update will need to address all State directives including legislation adopted pertaining to General Plans since 1994, including but not limited to Climate Change and Environmental Justice.

2.2 Environmental Analysis

The Consultant shall be responsible for all CEQA work on the General Plan Update. Any resulting mitigation measures shall be accompanied by a mitigation monitoring program prepared by the Consultant. The Consultant shall prepare a comprehensive Environmental Impact Report (EIR) for the work contemplated in the RFP in accordance with the latest procedural and substantive requirements of CEQA. Timing for the preparation of the focused General Plan update and the EIR shall be overlapping so that the information collection can be used for both documents. This will ensure the preparation of both documents will be parallel and consistent.

The Consultant shall be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 18 Consultation, Notifications, Resolutions, Ordinances, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling and conducting a scoping meeting(s). The scoping meeting shall include either meeting individually with or soliciting comments

Professional Services Agreement 07.19.2022

from all responsible affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.

The Consultant will prepare technical support reports or appendices as required. This may include, but may not be limited to, traffic modeling, geotechnical, biological, air quality, noise, GHG emission reductions, and archeological reports. The City shall review and approve all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to

Professional Services Agreement 07.19.2022

allow for enactment of future development in the City. Cumulative and growth inducing impacts shall also be included in specific sections of the document; the EIR shall consider full “build-out” of the General Plan. A technical appendix clearly identifying all supporting documents shall be part of the EIR.

A Mitigation Measures and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also identify the appropriate party responsible for implementation, monitoring, capital costs and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the General Plan goals.

2.3 Project Coordination Meetings and Project Management.

The Consultant shall provide effective project management throughout the entire update, including the environmental review and implementation processes, to ensure that a quality document is prepared on time and within the budget.

The Consultant shall be responsible for the following focused General Plan update management:

- Preparation and maintenance of a master project schedule based on anticipated project milestone schedules, and integrate all reviews, approvals or other actions required for the reviewing bodies and any other entities.
- Assistance with and/or presentation of all documents to the approval bodies, including the General Plan Technical Advisory Group (GPTAG), Planning Commission, the City Council, and the public through a series of meetings and hearings. The schedule for each phase of the General Plan update should also include intervals or key points when the GPTAG will be convened as well as when the Planning Commission and City Council will review work products.
- Assist in the organization and scheduling of, attend, and keep minutes and/or notes of all project- related meetings.
- Management and supervision of Consultant team; Consultant will review and make changes to any staff reports/ordinances/resolutions during the duration of the General Plan process.
- Delivery of all work products for public review in both paper and electronic formats.

- Provision and coordination with the City IT Department of a General Plan update dedicated website and resident social media campaign on City and other related community platforms.

2.4 Existing General Plan Audit

The City of Pacific Grove's General Plan was last comprehensively updated in 1994. Since that time, the State has adopted several laws that affect content and process for general plans. The consultant will

Professional Services Agreement 07.19.2022

be expected to review the City's current General Plan in light of applicable State legislation and prepare a memorandum identifying updates needed to bring the General Plan into conformance with current State law. The consultant will ensure that the City's General Plan follows all current laws.

The City's General Plan may need to be updated to incorporate the following laws adopted since 1994 to include but not limited to the following:

- Climate Change and Greenhouse Gas (GHG) Emissions (AB 32, 2006)
- Local Hazard Mitigation Plan Integration (GHG) Emissions (AB32, 2006)
- Flood Control (AB 162, 2007; SB 5, 2007; AB 70, 2007; AB 156, 2007)
- Sustainable Communities (SB 375, 2008; SB 575, 2009)
- Complete Streets Act (AB 1358, 2008)
- Fire Hazards (SB 1207, 2010; SB 1241, 2014)
- Disadvantaged Unincorporated Communities (SB 244, 2011; SB 1090, 2012)
- Expedited Infill Development (SB 226, 2011)
- Transportation Impacts (SB 743, 2013)
- Property and Business Improvement Districts and Infrastructure Financing Districts (SB 1462, 2014)
- Sustainable Groundwater Management Act (AB 1739, 2014)
- Tribal Cultural Resources (AB 52, 2014)

Professional Services Agreement 07.19.2022

- Climate Change Adaptation (SB 379, 2015)
- 2030 GHG Emissions Target (SB 32, 2016)
- Planning for Healthy Communities Act (SB 1000, 2016)
- Hazard Mitigation Planning and Safety Element (AB 747, 2019; SB 99, 2019)
- Climate Pollution Reduction in Low-Income Homes Initiative (SB 1035, 2018)
- Active Transportation Requirements for Circulation Plans (if adopted – SB 932, 2022)

2.5 Work Plan

The Consultant is to provide a detailed Project Schedule/Work Plan which includes a list of required key tasks, activities, durations and milestones to complete the focused General Plan update and CEQA documentation. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. City staff will discuss the Work Plan with the selected Consultant prior to execution of a contract for the project.

2.6 Meeting Schedule and Communication

The Consultant will keep the City staff fully apprised of the status for the project by providing timely meetings and other forms of communication.

- Consultant will designate a Project Manager who will be the point-of-contact for the City. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan update. Communication with City staff is essential. It is

Professional Services Agreement 07.19.2022

anticipated that these meetings will be comprised of the Lead Consultant, and team members if appropriate, as well as City staff. These bi-monthly meetings will be held via Zoom or other comparable virtual meeting program.

- It is also anticipated that the use of conference calls will be necessary at various times throughout the process. The number of these meetings is indeterminate and are not in lieu of the bi-monthly meetings.
- A minimum of ten (10) Planning Commission meetings and five (5) City Council meetings should be included in the Proposed Budget. Please note that at the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute as one (1) meeting. Please list the cost for each individual Planning Commission and City Council meeting as a separate cost item and include these meetings in the Work Plan and Budget, with a distinction between live and virtual meetings as an option.
- Prepare informative PowerPoint presentations for staff to reference at meetings where the Consultant is not present.

2.7 Deliverables

As part of the City of Pacific Grove's commitment to a paperless organization, all deliverables to be used for internal staff distribution shall be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the Consultant and City. Paper copies shall only be used when required for outside agencies or for the availability of the general public as required. The electronic format should be easily viewed on a desktop or smartphone with no compatibility issues. The City desires an electronic version of the General Plan to be an active one for the user. The user should be able to click on items in the table of contents, maps and other important information in the General Plan and be automatically directed to the page. The City desires the consultant to utilize a program compatible with City programs to format and present the General Plan. A separate PDF version of the General Plan will also be expected from the consultant.

1. Maps and graphics for all community and public hearing meetings.
2. Existing Conditions Report containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan. The report should also contain preliminary policy and land use recommendations and implementation measures.
3. Based on the Existing Conditions Report, prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis
4. Administrative Draft General Plan
5. Draft General Plan Update
6. Administrative Final General Plan Update
7. Final General Plan Update
8. Administrative Draft EIR
9. Draft EIR
10. Administrative Final EIR

11. Final EIR
12. Facts and Findings and Statement of Overriding Considerations (if applicable)
13. Mitigation and Monitoring Program
14. Zoning Code and Map Update
15. The Administrative Record in both hard copy and digital formats
16. GIS shapefiles (.shp) shall be provided to the City within 45 days of completion of the project.

Professional Services Agreement 07.19.2022

3. Proposal Submission Requirements

3.1 General Instructions

Proposals should provide a straightforward, concise description of the vendor's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

Submittals must be received no later than December 2, 2022. Proposals received after this date and time will not be considered.

3.2 Proposal Format

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Professional Services Agreement 07.19.2022

PG CC 12/20/23

126 of 244

Proposals must be provided both electronically (PDF) with eight (8) physical copies. Pages should be formatted to 8½” x 11” size with font no less than 12 point. All pages shall be numbered. Drawings and tables provided with the submittal shall not exceed 11” x 17.”

To be considered for selection, submittals must arrive by the date and time specified in Section VI. Email or otherwise submit proposals to: awyatt@cityofpacificgrove.org

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered.

Content

The successful proposal will describe the approach, the process and costs to prepare and conduct the deliverables outlined in Section III Scope of Services. The content of your proposal should include the following in summary form:

Part 1 | Cover Letter

In no more than three (3) pages, the Cover Letter shall include:

1. The names of the key members of the consultant team;
2. The mailing address, telephone number, email address and the name of the main point of contact for the consultant team;
3. A summary of the consultant’s experience and qualifications and the significant advantages to selecting the consultant; and

Professional Services Agreement 07.19.2022

4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

Part 2 | 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 as noted in this RFP. Outline the consultant's proposed approach to

Professional Services Agreement 07.19.2022

the services contemplated, including a general timeline demonstrating successful completion of the services.

Part 3 | Consultant Identification and Team

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, qualifications, and relevant experience. Include a resume of each key staff member identified. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

Part 4 | Related Project Examples and References

Provide recent (within the past 10 years) examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Discuss whether the CEQA documentation was completed on time and within budget. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and email address and telephone number of the client contact.

Part 5 | Fee Proposal and Billing Rate Sheet

Provide an estimated cost to complete the project and itemized billing rate schedule that identifies hourly rates for each proposed staff members and expenses. Include any proposed cost-plus charges on sub-consultant work, if any.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may result in the rejection of the Proposal.

3.2.1 Table of Contents

All pages are to be numbered and the table of contents should identify each major section.

3.2.2 Executive Summary

This section of the proposal should provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the Focus General Plan Update will differentiate itself from other vendor solutions and the reasons the City should select the proposed solution. This may include a list of the unique features that give the vendor a competitive edge in the agenda management system market.

3.2.3 Company Information

This section of the proposal must include the following company information:

Professional Services Agreement 07.19.2022

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
- Identify if the vendor is a subsidiary of a larger company. If so, whom?
- Provide a primary contact name, address, phone number, and email address.
- Identify the location of company headquarters and offices, which will support the implementation.
- Identify the location, hours of operation, and contact information of ongoing maintenance and support staff.
- Provide the current number of employees at the company.
- Provide the current number of employees dedicated to the solution you are proposing.
- Identify all subcontractors and associated scope of work.
- List the company's Pacific Grove business license number, or statement of understanding that a business license must be purchased prior to doing business with City.
- Identify any pending litigation against the vendor.
- Identify if vendor has filed any bankruptcy or insolvency processing in the last 10 years.
- Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details).

3.2.4 Implementation Approach

In this section the vendor should address the following:

- Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work and related bios for the project manager and key personnel
- Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ.
- Describe the roles and responsibilities of both the City and vendor staff during each phase of implementation. In addition, provide an estimated level of effort and skillset required for the City staff during implementation.
- Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.

3.2.5 Pricing

BUDGET PROPOSAL

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. The City desires the Consultant to use available data sources and technical tools provided by local, regional and state government entities in order to minimize costs associated with new data collection efforts. Consultant shall list the available data sources that are proposed to be used.

Proposals should include, at minimum, the costs for the completion of each major task in the work program. Each task should clearly identify the Consultant team member who will be primarily responsible for completing the task. Costs should be segregated into a time and materials rate schedule

Professional Services Agreement 07.19.2022

and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals involved, number of hours for each component, task or product, and the fee structure for additional work outside of the contract and optional items. Prices shall represent the cost of finished products and cost estimates shall

Professional Services Agreement 07.19.2022

PG CC 12/20/23

130 of 244

identify expenditures for graphics, base maps, public meetings and hearing participation, printing, legal notices, postage, mailing, advertising, travel, and other incidental and administrative costs.

A separate price quote shall be provided for Environmental Review and CEQA compliance work.

NOTE: At the City's discretion, City reserves the right to award separate contracts to differing consultants for the CEQA and the General Plan/Public Participation work. The Consultant's budget should take this into consideration and state if there will be an impact on the work schedule or budget should the Consultant not be awarded a contract for both the General Plan Update and CEQA work. This statement should appear in the Consultant proposal cover letter.

4. Proposal Evaluations

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

In reviewing the proposals, the City will consider the following:

- The qualifications (including education, training, licenses, experience and past performance) of the proposer and its agents, employees and sub-consultants in completing projects of a similar type, size and complexity.
- The feasibility of the proposal based upon the methodology of the proposed scope of services to meet the City's needs, the quality of services proposed, and the reasonableness of the total project costs and of the proposed time period over which the work will be completed.
- Understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- Quality, clarity, completeness, and responsiveness of proposal.
- Demonstrated ability to work in a cooperative and collaborative manner with clients.
- Proposed timeline.

- Anticipated value and price.
- Perceived risk or lack of risk
- Company financial stability.
- References for each of the primary product(s) and service(s) proposed
- Results of interviews, demonstrations, and site visits.
- Reasonableness of proposed terms and conditions of draft legal agreement(s)
- Ability to negotiate and execute a contract in a timely manner.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions

Professional Services Agreement 07.19.2022

shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

5. General Terms and Conditions

5.1 General Conditions

- The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Contractor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.
- The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Contractor.
- The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.

Professional Services Agreement 07.19.2022

PG CC 12/20/23

132 of 244

- The Contractor shall be unbiased and vendor neutral.
- Unless otherwise stated, invoices are to be submitted to the Community Development Department upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.
- Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City, and receipt of invoice, whichever is later.
- The contract for the services described in the RFP should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
- Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.
- Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service, e-mailed, or delivered in hand to the parties as stated in the contract.
- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposer's, bidders, or any person or firm responding to a Request for Information.
- The City reserves the right to retain all proposals for a period of 60 days for exam and comparison.

Professional Services Agreement 07.19.2022

- All contracts entered into by the City of Pacific Grove shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.
- The proposer may submit an alternative proposal or proposals that it believes will also meet the City's project objectives, but in a different way. In this case, the proposed must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under that circumstances the City would prefer one alternative to the other(s).
- Any documents resulting from the contract will be the property of the City of Pacific Grove, CA.
- Causes for Disqualification:

Any of the following may be considered cause to disqualify a proponent without further consideration: ☐ Evidence of collusion among proponents;

- ☐ Any attempt to improperly influence any member of the evaluation panel; ☐ A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- ☐ Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

5.2 Reference Checks

The City of Pacific Grove reserves the right to contact any reference, or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

5.3 Changes to RFP

Changes to the RFP will be e-mailed to all vendors that submitted a letter of intent to respond. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

5.4 Submittal Address

Send proposals to Anastacia Wyatt at awyatt@cityofpacificgrove.org or mail to:

City of Pacific Grove
Community Development Department

Attn: Anastacia Wyatt 300
Forest Avenue Pacific
Grove, CA 93950

If submitting by mail, please ensure “Focused General Plan Update” is written in the lower left-hand corner of the envelope. Eight bound copies plus one reproducible/faxable unbound copy should be submitted.

Professional Services Agreement 07.19.2022

Proposals must be complete and submitted by the due date. Late submissions or delivery via facsimile will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

Professional Services Agreement 07.19.2022

C. ATTACHMENT 1

Professional Services Agreement 07.19.2022

(a) CITY OF PACIFIC GROVE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS

("Agreement"), is made and effective as of [Insert date], between the City of Pacific Grove ("City"), a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [Insert date] and shall remain and continue in effect until the tasks described herein are completed, but in no event later than [Insert date], unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform the tasks and services ("Services") described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all Services described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting their obligations under this Agreement.

Professional Services Agreement 07.19.2022

IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of City's Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at , hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.]

4. CITY MANAGEMENT

The City Manager, or their designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Work or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on City's behalf

Professional Services Agreement 07.19.2022

and to execute all necessary documents that enlarge the Scope of Work or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars (\$.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- 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. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any

Professional Services Agreement 07.19.2022 additional services in

the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.

- d. CONSULTANT 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 the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT 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 CONSULTANT 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. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the 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, the City shall pay to CONSULTANT 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, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

- a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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; shall permit City to make transcripts or copies therefrom 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 for a 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 CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other

Professional Services Agreement 07.19.2022

documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

(b) Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under

Professional Services Agreement 07.19.2022

PG CC 12/20/23

140 of 244

this Agreement. CONSULTANT's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence.

(c) Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. INSURANCE

CONSULTANT 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.

13. INDEPENDENT CONSULTANT

Professional Services Agreement 07.19.2022

- a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT 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 City. CONSULTANT 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 CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT 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 the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 arrangement, or financial inducement. No officer, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed 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.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed 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.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, 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 CONSULTANT gives City notice of such court order or subpoena.

- b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. 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.

[Note: The following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and uses those funds to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study.

- c. [CONSULTANT covenants that neither CONSULTANT nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any Services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that CONSULTANT and/or its

subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the Services under this Agreement.]

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

Professional Services Agreement 07.19.2022

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

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, by first class mail, 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: [Insert City Employee] City of Pacific Grove 300
Forest Avenue Pacific
Grove, CA 93950
Attention: City Clerk

To CONSULTANT:

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 service 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

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

[If specific to Consultant, add: CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of [Insert name of particular person with expertise] from CONSULTANT's employ. Should [insert name] leave CONSULTANT's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise

Professional Services Agreement 07.19.2022

agreed to in writing between City and the CONSULTANT. Before retaining or contracting with any sub-consultant for any Services under this Agreement, CONSULTANT shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant, which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.]

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT 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 federal district court with jurisdiction over City. CONSULTANT 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.

24. 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 and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, 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. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT 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.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. 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.

29. 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.

Professional Services Agreement 07.19.2022

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

CITY OF PACIFIC GROVE CONSULTANT

By: By: Department Director Consultant

Date: Date:

By: By:

City Manager or Mayor City Administrative Services Department

Date: Date:

Approved As To Form:

City Attorney

Date

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	[Exhibit D	Request for Proposal]
	[Exhibit E	Consultant's Proposal]

Professional Services Agreement 07.19.2022

(d) EXHIBIT A

SCOPE OF
SERVICES

(e) EXHIBIT B

PAYMENT SCHEDULE

City of Pacific Grove

Page 30

(f) EXHIBIT C
INSURANCE
REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT 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. CONSULTANT 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 Consultant 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

CONSULTANT 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT 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

City of Pacific Grove

Page 31

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(g) Other provisions or requirements

Proof of insurance. CONSULTANT 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. CONSULTANT 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 CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT 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.

City'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 CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT 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 VI (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 CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT 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). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant 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, agents, and volunteers 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 Consultant'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 crossliability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT 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.

CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City'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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT'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. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

City of Pacific Grove

Page 33

Additional insurance. CONSULTANT 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.

City of Pacific Grove

Page 34

(h) EXHIBIT D

REQUEST FOR PROPOSAL

City of Pacific Grove

Page 35

(i) EXHIBIT E

CONSULTANT'S PROPOSAL

City of Pacific Grove

Page 36

Professional Services Agreement 07.19.2022

EXHIBIT E

CONSULTANT'S PROPOSAL

Professional Services Agreement 07.19.2022



2511 Garden Road, Suite C-250
Monterey, California 93940
831-333-0310

March 6, 2023

Anastacia Wyatt, Community Development Director
City of Pacific Grove Community Development Department
300 Forest Avenue
Pacific Grove, California 93950

Subject: Focused General Plan Update Supplemental Proposal Information - Additional Housing Element Support Services and General Plan Fiscal Year Budget

Dear Ms. Wyatt:

At City staff's request we have prepared a supplement to our proposal for the Focused General Plan Update. This supplement includes a scope of work and budget to support the City of Pacific Grove with housing element update services. In addition, this supplement includes information about the proposed General Plan budget. The proposed housing element update scope of work and budget would augment the proposal for the Pacific Grove Focused General Plan Update.

We have assembled a team of highly skilled planning and housing professionals with extensive experience in both the technical and policy aspects of Housing Element updates and General Plan requirements. We are proud of our team's ability to work effectively with City staff, decision-makers and the California Department of Housing and Community Development (HCD) to develop innovative approaches and solutions aimed at achieving a substantially compliant Housing Element. Rincon has completed or is currently preparing 6th Cycle Housing Element updates for over 30 jurisdictions in the AMBAG, SANDAG, SCAG, ABAG, Kern COG, MCAG, TCAG, and StanCOG regions.

In addition to our experience, we are partnered with **Veronica Tam and Associates, Inc. (VTA)**, a wellrecognized consulting firm with unparalleled experience in housing planning and community development. VTA has worked on more than 30 6th Cycle housing elements, providing valuable experience with the California Department of Housing and Community Development's (HCD's) interpretation of new state laws. Rincon and VTA are currently working together on the City of Marina and City of Bakersfield's 6th Cycle Housing Element Updates and have worked together on 16 other housing element updates.

The scope of work included in this proposal is based upon Rincon's experience and expertise preparing 6th Cycle Housing Element updates for multiple jurisdictions, taking into account a reasonable, likely course of action. Unforeseen or unusual circumstances that may occur could alter the scope of work and require additional coordination, data gathering and analysis.

www.rinconconsultants.com

City of Pacific Grove

Focused General Plan Proposal Supplement

We are confident that the Rincon team will continue to meet the needs of the City, and we welcome an opportunity to meet with you to further discuss our proposal. Please do not hesitate to contact us if you have questions about this proposal or require additional information. Sincerely,



Rincon Consultants, Inc.



Kimiko Lizardi, Principal Richard Daulton, Executive Vice President klizardi@rinconconsultants.com
rdaulton@rinconconsultants.com

Contact for Clarification

Authorized to contractually obligate and negotiate on
behalf of Rincon Consultants, Inc.

Contents

1	Housing Element Project Understanding	5
2	Housing Element Scope of Work.....	7
2.1	Draft 6 th Cycle Housing Element Review	7
2.1.1	Initiation Meeting	7
2.1.2	Review Documents and Strategy for Housing Element Update	7
2.1.3	Scope/Budget and Schedule Updates	7
2.2	Housing Element Update	8
2.2.1	Evaluation of Past Accomplishments	8
2.2.2	Housing Needs Assessment and Housing Constraints	8
2.2.3	Housing Sites	9
2.2.4	Housing Resources	11
2.2.5	Affirmatively Furthering Fair Housing	11
2.2.6	Housing Goals, Quantified Objectives and Policies (Housing Plan)	12
2.2.7	Draft Housing Element (2023 – 2031)	13
2.3	Community Engagement	13
2.3.1	Record of Engagement.....	13
2.3.2	Virtual Stakeholder Interviews (Allowance)	14
2.3.3	Targeted Engagement (Allowance)	14
2.3.4	Public Workshop	15
2.4	GIS Support Services	15
2.4.1	GIS Support Services Site	15
2.4.2	GIS Support Services Engagement	15
2.5	Public Hearings and Study Session	16
2.5.1	Virtual Study Session	16
2.5.2	Public Hearings	16
2.6	Housing Element Project Management	17
3	Housing Element Team Organization	18
3.1	Team Organization	18
4	Housing Element Schedule	19
5	Cost Estimate Summary	20

City of Pacific Grove
Focused General Plan Proposal Supplement

5.1 Cost Estimate Housing Element 20

5.2 Housing Element Fiscal Year Cost Analysis 20

5.3 Focused General Plan Update Fiscal Year Breakdown by Subtask 20

5.4 Focused General Plan Update + Housing Element By Fiscal Year – Summary Tasks 20

5.5 Focused General Plan Update Budget Alternatives 20

5.6 Total Focused General Plan + Housing Element Fee Proposal Amended 21

6 Appendix A – Housing Element Update Data Needs 2

1 Housing Element Project Understanding

We understand the City of Pacific Grove previously retained a consultant to prepare the 6th Cycle Housing Element Update, but that work has not been completed. The City requires additional services to support the 6th Cycle Housing Element Update building on the initial work completed by the City's former housing element consultant and the activities that have been completed to date.

Rincon has not had the opportunity to review any of the housing element materials prepared by the City's former housing element consultant. For purposes of this proposal, our scope of work assumes the following based on initial discussions with City staff:

- The Sites Inventory is stable – having been vetted through an adequate community engagement process and prepared in accordance with HCD site feasibility guidance and criteria for site selection during the 6th Cycle. HCD representatives have visited Pacific Grove to tour the City and better understand the physical conditions that constrain housing site opportunities.
- The City and City's consultant conducted a robust and adequate community engagement process designed to satisfy HCD requirements to inform the 6th Cycle Housing Element Update and local knowledge to support the fair housing analysis. All of the advertisements/dates of the meetings/interviews, presentation materials, input received, etc. can and will be provided to the Rincon team.
- Adequate data to inform the preparation of the Housing Element (see Appendix A for a standard data request for 6th Cycle Housing Elements) has been assembled and will be provided to the Rincon team.
- The City has retained another consultant to prepare the CEQA documentation for the Housing Element Update.

While our scope assumes the above, we have included a task to support minor adjustments to the sites inventory and targeted engagement activities to continue the engagement process through the preparation and adoption of the Housing Element by the Pacific Grove City Council as further detailed in Section 2.

City of Pacific Grove
Focused General Plan Proposal Supplement

What's New in 6th Cycle

Local jurisdictions are facing significant and challenging decisions to meet the new 6th Cycle Housing Element requirements including new State laws on adequate sites, non-governmental constraints, fair housing, and housing element update processes as well as increased scrutiny and standards of review from the California Department of Housing and Community Development (HCD).

This cycle has also seen dramatic increases in Regional Housing Needs Allocation (RHNA) requirements while available land and sites identification requirements become more stringent. In the past, housing elements were focused on demonstrating that zoning could accommodate additional housing to meet the RHNA, but this cycle requires a detailed demonstration through local and regional trends and more robust site adequacy analysis that proposed RHNA sites will likely be developed within the next eightyear planning period. This sites adequacy analysis must take into consideration:

- No net loss of capacity when sites are developed;
- continued ability to meet the RHNA by income group;
- stringent standards for assessing feasibility when reusing vacant and underutilized sites that have been previously included in the 5th Cycle Housing Element; and demonstrated trends of development.

In addition, the 6th Cycle Housing Element update requires greater emphasis and commitment to significant and meaningful change and correction of fair housing issues. California Government Code Section 8899.50 requires local agencies to affirmatively further fair housing (AFFH). Under California law, AFFH means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Government Code Section 8899.50 stipulates that an assessment of fair housing (AFH) includes the following components:

- A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and fair housing outreach capacity;
- an analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the jurisdiction, including displacement risk;
- an assessment of the contributing factors for the fair housing issues identified under the Government Code;
- an identification of the jurisdiction’s fair housing priorities and goals, giving highest priority to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance, and identifying the metrics and milestones for determining what fair housing results will be achieved; and
- strategies and actions to implement those priorities and goals, which may include, but are not limited to, enhancing mobility strategies, and encouraging development of new affordable housing in areas of opportunity, as well as place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement.

Through our experience in other regions preparing AFFH analyses consistent with HCD’s Affirmatively Furthering Fair Housing Guidance for All Public Entities and for Housing Elements (AFFH Guidance Memo), we have learned the importance of gaining local area knowledge to support a more thorough understanding of fair housing issues including why the problems exist and why they persist. In addition, the process of housing sites identification needs to also include an analysis of whether the sites identified serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity. The AFFH analysis must also include meaningful actions that demonstrate how each jurisdiction is doing its part to combat fair housing issues at the local level. Ensuring community engagement reaches priority populations who are often underrepresented and most negatively affected by fair housing issues is a critical element of the community engagement process.

Rincon Consultants, Inc.

Page

2 Housing Element Scope of Work

2.1 Draft 6th Cycle Housing Element Review

2.1.1 Initiation Meeting

[Rincon lead, VTA]

The Rincon team will meet virtually with City staff to exchange information and to initiate work on the Housing Element Update. During the meeting, the team will review the overall scope and discuss schedule and data needs.

Deliverables

- Agenda and Meeting Notes

2.1.2 Review Documents and Strategy for Housing Element Update

[Rincon lead, VTA]

During this task the team will review the 6th Cycle Housing Element update materials, data/documents provided by the City, including any community engagement efforts to familiarize ourselves with the status of the project. As necessary, the Rincon team will provide a more formal data request to help the City in compiling necessary data and documents. During this review, the Rincon team will identify and outline any data deficiencies/gaps, additional analysis and engagement efforts, if any, needed to support completion of the 6th Cycle Housing Element Update. Rincon will also describe a recommended strategy to move forward with the Housing Element Update to ensure City staff is clear on any of the potential challenges to schedule and/or with the overall update process.

Assumptions

- City staff will provide access to materials and documents need to conduct a thorough review

Deliverables

- Data Request
- Memorandum Strategy for Housing Element Update

2.1.3 Scope/Budget and Schedule Updates

[Rincon lead, VTA]

This task includes, as necessary, any refinements to the scope, budget or schedule required following discussion and any needs identified during Task 2.1.2.

Deliverables

- Scope/Budget and Schedule Updates, as necessary

2.2 Housing Element Update

2.2.1 Evaluation of Past Accomplishments

[VTA lead, Rincon]

Veronica Tam and Associates (VTA) will lead the preparation of the Evaluation of Past Accomplishments. VTA will evaluate the City's progress in implementing the 2015-2023 Housing Element. VTA will review the City's Housing Element Annual Progress Reports as a starting point for this evaluation and will provide an assessment of the effectiveness of the prior housing element's goals and programs. VTA will also interview staff to discuss the initial findings and obtain additional insight regarding the effectiveness of the programs. VTA will compile the evaluation in a matrix format, including a brief discussion of the policy/program, an evaluation of progress and an initial recommendation on the appropriateness of the goal/program to carry forward into the updated 6th Cycle Housing Element

What's New in 6th Cycle

The review of past accomplishments must include a discussion of the City's cumulative impact on addressing the housing needs of special populations.

Deliverables

- Draft Memorandum Evaluation of Past Accomplishments of the 2015-2023 Housing Element (word)
- Final Memorandum Evaluation of Past Accomplishments of the 2015-2023 Housing Element (word and PDF)

2.2.2 Housing Needs Assessment and Housing Constraints

[VTA lead, Rincon]

Housing Needs Assessment

VTA will lead the preparation of the Housing Needs Assessment. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

a) demographics, income, and employment trends; b) household characteristics; c) housing stock characteristics; d) at-risk housing analysis; and analysis of special housing needs. We will utilize a variety of data sources to update the City's Housing Element needs assessment. These include ACS, 2020 Census, Department of Finance population and housing estimates, State Employment Development Department labor statistics, and housing market data, among others.

What's New in 6th Cycle

HCD requires specific information on farmworker populations (including seasonal and migrant farmworkers). American Community Survey (ACS) data is not adequate to address this requirement. If local farmworker population is not available, HCD will accept county-level, USDA Agricultural Census data. HCD also requires specific information on the jurisdictions housing stock conditions based on local knowledge. ACS data on age of structure and availability of plumbing and heating facilities is not considered adequate.

Housing Constraints

VTa will lead the preparation of the Housing Constraints section. The Housing Constraints section will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in City of Pacific Grove. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

The City's 6th Cycle Housing Element will be updated to meet new state law requirements. Additional impediments may be identified based on discussions with staff and community stakeholders.

Assumptions

- City staff will provide one set of consolidated comments on the Administrative Draft Housing Needs Assessment and Housing Constraints sections
- The revised draft Housing Needs Assessment and Housing Constraints sections will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7.

Deliverables

- Administrative Draft Housing Needs Assessment and Housing Constraints sections (word)

What's New in 6th Cycle

- State Legislation:
 - o Assembly Bill (AB) 101 – Low Barrier Navigation Centers
 - o AB 139 – Parking standards for emergency shelters
 - o AB 2162 – Supportive housing meeting specific criteria and located within 0.5 miles from transit
 - o AB 1762, SB 1227, and AB 2345 – Density Bonus
 - o SB 35 and objective development standards
- Compliance with transparency in development regulations
- Non-governmental constraints – assessment of NIMBYism, lending practices, shortage of labor, and other economic factors
- HCD new policy direction to address the provision of large residential care for seven or more persons

2.2.3 Housing Sites

Site Inventory Review

[Rincon lead, VTA]

Rincon will review the Sites Inventory prepared by the previous housing element consultant. We understand that the City and City's consultant used Balancing Act to engage with the public on the sites selection process. The scope of this task assumes that the Rincon team's efforts will largely be focused on supporting the Site Inventory through data review to inform preparation of the Housing Resources section and other sections of the Housing Element Update. This task assumes that the Sites Inventory is stable and that the sites identified have been vetted through an adequate community engagement process and are consistent with State Housing Element law and HCD's Completeness Review Checklist. This means that the Sites Inventory should be considered adequate to address the following required analyses:

- Affirmatively Furthering Fair Housing –an evaluation of the sites to determine how they meet AFFH requirements, including that they are located throughout the community in a manner that has the ability to affirmatively further an increase in fair housing.

What's New in 6th Cycle

State law pertaining to adequate site requirements (AB 1397 and SB 166) has changed. AB 1397 places higher standards on the reuse of sites, reliance on nonvacant sites and extreme sizes of sites (too small and too large). SB 166 requires a no-net loss accounting that necessitates a sites inventory with a comfortable buffer (typically 15-30 percent).

- Non-vacant site analysis – an analysis of non-vacant sites to address a portion of the RHNA. This analysis should analyze realistic development potential within the planning period by considering the extent that a non-vacant site’s existing use impedes additional residential development, the jurisdiction’s past experience converting existing uses to higher density residential development, market trends and conditions.
- Local housing trends - an analysis using anticipated and actual project densities to project and substantiate assumed future development yields of proposed RHNA sites. This step assumes that reliance on documentation provided by City staff to compare the maximum zoning density to the actual project yield, including percentage and types of affordable units from development projects built, approved or under review during the 5th Cycle period. This step is also typically informed by input from residential developers obtained during community engagement to support estimated residential capacities on proposed RHNA sites.
- Infrastructure constraints – this analysis assumes discussions have occurred with appropriate utility providers to determine if parcels included in the sites inventory have sufficient access to water, sewer and dry utilities and adequate capacity to support housing development. This analysis typically relies on City staff to support the review of existing plans and programs and to support the consultant in identifying any potential limitations or constraints and improvements necessary to support housing development on the identified sites. This does not typically include technical infrastructure analyses.

If the site inventory is not adequate to support the required analyses and will require significant revision, including the identification of additional or replacement sites, the scope, budget and schedule will need to be reevaluated.

Assumptions

- This task assumes that the Site Inventory will be provided in both GIS and excel formats.
- Rincon will not edit/clean up any parcel or base data.
- As stated previously, this task assumes Rincon can rely on a Draft Sites Inventory prepared by the previous housing element consultant.

Sites Working Session

[Rincon lead, VTA]

The Rincon team will participate in a virtual working session with City staff to ensure a clear understanding of the Sites Inventory and any accompanying assumptions. This session is anticipated to be up to two hours.

Deliverables

- Agenda and Meeting Notes

Sites Adjustment (Allowance)

[Rincon lead, VTA]

While the above tasks assume that the Sites Inventory is stable, we have included an allowance for some minor adjustments to the Sites Inventory. This includes up to 32 hours for the Rincon team to adjust assumptions or sites assuming that the majority of the sites can be used. Rincon will not proceed with this task unless mutually agreed upon with City staff and based on a clear understanding of the work needed to support any Sites Inventory adjustments. This task assumes one round of review by City staff of an adjusted Sites Inventory.

Deliverables

- Draft Sites Inventory Adjustment

- Final Sites Inventory Adjustment

2.2.4 Housing Resources

[Rincon lead, VTA]

This task includes preparation of the Housing Resources section. The Housing Resources section will include a discussion of the following:

- Future housing needs, including a discussion of the RHNA requirement and planned or approved units and Accessory Dwelling Units (RHNA credit);
- Residential sites inventory, including methodology, site suitability, realistic development capacity and adequacy in meeting RHNA;
- Availability of infrastructure and services; and
- Financial resources for affordable housing.

Assumptions

- City staff will provide one set of consolidated comments provided on the Administrative Draft Housing Resources section
- The revised draft Housing Resources section will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.5 Affirmatively Furthering Fair Housing

[Rincon lead, VTA]

Rincon will prepare the AFFH analysis and will incorporate it as a new appendix. The AFFH analysis will address fair housing issues, identify contributing factors, develop goals and actions, and review prior goals and actions. Fair housing issues to be assessed include review of fair housing enforcement and capacity, segregation and integration, racially/ ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs and displacement risk. Analysis will consider local and regional patterns and trends, and local data and knowledge gathered through effective community engagement, assumed to have been completed by the previous housing element consultant. The Project Team has worked closely with HCD to fulfill the new and extensive AFFH guidance and HCD requirements.

What's New in 6th Cycle

The federal AFFH rule requires the jurisdiction to take “deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities.” AB 686 extended this AFFH requirement to cities and counties in California. Cities must incorporate fair housing issues, analysis, goals, and actions when updating their housing element.

Assumptions

- City staff will provide one set of consolidated comments on the Administrative Draft AFFH section
- The revised Draft Housing Resources section will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.6 Housing Goals, Quantified Objectives and Policies (Housing Plan)

Administrative Draft

[VTA lead, Rincon]

VTA will lead preparation of the housing goals, policies, and quantified objectives. Based upon the analyses and research conducted in the previous tasks, VTA will update the housing programs. For each program included in the Housing Element, VTA will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

Assumptions

- City staff will provide one set of consolidated comments provided on the Administrative Draft Housing Plan section.
- The revised draft Housing Plan will be incorporated into the Screencheck Draft Housing Element in Task 2.2.7.

Deliverables

- Administrative Draft Housing Plan Section (word)

Programs Working Session

[VTA lead, Rincon]

The Rincon team will participate in a virtual working session with City staff to review the proposed programs in the Administrative Draft Housing Plan. This session is anticipated to be up to two hours.

Deliverables

- Agenda and Meeting Notes

2.2.7 Draft Housing Element (2023 – 2031)

[Rincon lead, VTA]

What’s New in 6th Cycle

State laws require the Housing Plan include specific programs:

- By-right approval of reuse sites if 20 percent is set aside for affordable housing
- Replacement housing for development on sites with existing uses
- Monitoring of no net loss
- Incentives to facilitate ADU development
- SB 35 and objective development standards
- AFFH meaningful actions to promote housing mobility, access to opportunity, reduce displacement, provide fair housing outreach and enforcement, and implement placebased neighborhood improvements.

Rincon will compile the sections from previous tasks and prepare the following versions of the Draft Housing Element 2023-2031

- Screencheck Draft Housing Element for staff review
- Public Review Draft for public and City Council review
- HCD Review Draft

Since individual sections of the Screencheck Draft Housing Element will be reviewed under previous tasks, this task assumes minimal revisions to the Administrative Draft Housing Element to prepare the public review version of the document.

During HCD’s review the Rincon team will work to address all HCD comments. We will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked

changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This task includes no more than three rounds of HCD review. For purposes of this scope, we have assumed the comments from HCD will not introduce new substantive issues or concerns at each round and that there will have been a description or discussion of the items during previous rounds of review.

What’s New in 6th Cycle

AB 215 passed in 2021 (effective January 1, 2022) changes the public review process for the Housing Element.

- Draft Housing Element must be available for a 30-day review period prior to submitting for HCD review
- If comments are received, the City must take at least 10 business days to address the comments prior to submitting to HCD for review
- HCD review of the Draft Housing Element is extended to 90 days (from the 60-day review under old law)

Deliverables

- Screencheck Draft Housing Element (word)
- Public Review Draft Housing Element (word and PDF)
- HCD Review Draft (word and PDF)

2.3 Community Engagement

2.3.1 Record of Engagement

[Rincon]

One of the most critical aspects of the Housing Update Element process is the public participation process. The Housing Element, and the newly added AFFH analysis, relies heavily upon local knowledge to supplement and better understand the data and housing issues at hand, as well as, creating the programs that work best to serve local and regional needs. As stated in previous sections and in the Project Understanding, our scope assumes that the community engagement that has been conducted to date is adequate to support the analysis required for the Housing Element Update. This task includes summarizing that engagement within the Housing Element Update document. This task assumes that City staff will assist Rincon in pulling together all necessary records of engagement.

What’s New in 6th Cycle?

AB 686 (Affirmatively Furthering Fair Housing) passed in 2017 requires that the outreach activities be informed by AFFH characteristics.

Assumptions

- City staff will provide Rincon will all necessary records of engagement conducted to date for the 6th Cycle Housing Element Update, including input from any stakeholder interviews

Deliverables

- Summary of engagement activities included in the Screencheck Draft Housing Element (word) in Task 2.27

2.3.2 Virtual Stakeholder Interviews (Allowance)

[Rincon]

Engagement of and input from local advocacy groups, minority and special needs populations, and housing developers are important to the Housing Element update (and required by HCD).

In Task 2.3.1 we will work closely with City staff to identify stakeholders that the City and/or their previous housing element consultant has already interviewed and/or interacted with. Typically, this stakeholder group would include a broad cross-section of the community so that the consultation list includes market rate developers, affordable housing developers and fair housing advocates, and community-based organizations.

This task includes an allowance for additional interviews with key stakeholders. It is assumed that most of the input and feedback needed from these groups was already obtained by the City and the housing element consultant during previous engagement activities. However, additional information may be needed to support the analysis described in previous tasks.

Assumptions

- City staff will provide the list of key stakeholders already assembled and interviewed to date
- City staff will help in identifying any additional stakeholders that may need to be contacted
- See also Task 2.3.1

Deliverables

- An allowance for up to 10-12 interviews (assumes interviews are approximately a half hour in length)
- Summary of stakeholder input

2.3.3 Targeted Engagement (Allowance)

[Rincon]

This task includes an allowance for one informal, in-person engagement. This could include a pop-up event, a focus group meeting or another similar activity. This allowance was provided to support an additional, informal engagement touchpoint during the Housing Element Update process. This activity is anticipated to occur prior to the release of the Public Draft Housing Element Update. Rincon will coordinate with City staff on the details of this event.

Assumptions

- City staff will provide any materials/equipment needed to support the event such as tables, booth materials. Etc.
- City staff will secure the venue, as needed
- Includes attendance by two staff from Rincon

City of Pacific Grove

Focused General Plan Proposal Supplement

- City staff will handle all necessary notifications

Deliverables

- One informal, in-person engagement activity
- Workshop handouts, boards or interactive activity

2.3.4 Public Workshop

[Rincon]

We propose one in-person workshop to engage with community residents, agencies, and key stakeholders during the public review period for the Draft Housing Element update. The Rincon team will prepare a Power Point presentation to walk through the public review Draft.

Assumptions

- City staff will provide any materials/equipment needed to support the event such as tables, booth materials. Etc.
- City staff will secure the venue
- Includes attendance by two staff from Rincon
- City staff will handle all necessary notifications

Deliverables

- One, in-person workshop
- Workshop handouts

2.4 GIS Support Services

2.4.1 GIS Support Services Site

[Rincon]

This task includes time for Rincon's GIS team to compile the necessary GIS data and prepare maps to support the Housing Element Update.

Assumptions

- All base data is assumed to be provided by City staff, the County and/or other regional and State data sources

Deliverables

- Data and Maps included in other tasks

2.4.2 GIS Support Services Engagement

This task includes the creation of reference maps as needed to support engagement materials and presentations.

Assumptions

- All base data is assumed to be provided by City staff, the County and/or other regional and State data sources

Deliverables

- Maps included in other tasks

2.5 Public Hearings and Study Session

2.5.1 Virtual Study Session

[Rincon lead, VTA]

The Rincon team will facilitate one virtual study session with the Planning Commission or City Council to update them on the Housing Element Update process and to present the Housing Plan. This study session is anticipated to occur prior to the release of the public review Draft of the Housing Element.

Assumptions

- City staff will handle all necessary notifications
- Assumes attendance by one staff member from Rincon and one from VTA

Deliverables

- Power Point presentation
- One, virtual Study Session with the PC or CC

2.5.2 Public Hearings

[Rincon lead, VTA]

This task includes a budgeted allowance for up to two in-person public hearings to support staff, one before the Planning Commission, and one before City Council for the adoption of the Housing Element update. We will present the element update and respond to questions as directed by City staff. This budget assumes that Rincon's PM and PIC will be in attendance and VTA.

Additional public hearing attendance will be billed on a time and materials basis, per Rincon's and/or VTA's billing rates in effect at the time the service is provided.

Assumptions

- City staff will handle all necessary notifications
- Assumes attendance by two staff members from Rincon and one from VTA

Deliverables

- Power Point presentation
- Up to two, in-person public hearings

2.6 Housing Element Project Management

City of Pacific Grove

Focused General Plan Proposal Supplement

[Rincon lead, VTA]

At the onset of the project, Rincon will refine the scope and develop a schedule. Throughout the project, Rincon will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The Rincon project manager will participate in 30-minute project management conference calls every other week (approximately 26 calls) with the project team. Rincon will use email communications and have telephone/videoconference conversations with City staff, as needed, during the course of the project to ensure clear communication. Rincon will prepare monthly invoices with status reports documenting the progress made each month on completing the project, and review and update the schedule when necessary. This task assumes that Rincon's PIC and VTA will attend meetings strategically throughout the process. This task also includes internal coordination amongst the Rincon team. Rincon will prepare agendas for all meetings and note any actions from those meetings.

Deliverables

- Up to 26, 30-minute virtual meetings with City staff
- Agenda and Meeting Notes for biweekly project status calls (electronic format)

3 Housing Element Team Organization

3.1 Team Organization

Illustrated below is the composition of our core team members.

Staff	Position/Role
Kimiko Lizardi	Principal-in-charge
Ryan Russell	Project Manager
Veronica Tam & Associates	Housing Technical Lead

4 Housing Element Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. Due to status of the City's current progress on the Housing Element Update, which is late in the current housing cycle, achieving adoption by the statutory deadline of December 31, 2023 is not likely or realistic. During the project initiation meeting, Rincon will work with the City to establish a clear and detailed schedule, including deliverables and key milestones. Rincon will coordinate with City staff to explore any streamlining opportunities and refine the schedule as necessary. Ensuring sufficient time for any additional engagement and applying realistic timeframes to support the full scope of the project will be important for the program's overall success.

Below is an estimated schedule based on our current understanding of the status of the City's Sites Inventory and Community Engagement activities and assuming that all data needs and information developed to date will be provided to Rincon in a timely manner.

Schedule	Dates
Project Initiation	March 20, 2023 – April 30, 2023
Administrative Draft HE sections, City Review, Public Review Draft HE	May 2023 – September 2023
Public Workshop, Mandated Public Comment Period (30 days)/10 days to response in writing prior to review by the PC or CC	End of September 2023 – mid November 2023
Study Session	October 2023
State HCD first round of review (90 days)	Mid November 2023 – February 2024
Respond to comments and CC Adoption	February 2024 – May 2024

5 Cost Estimate Summary

5.1 Cost Estimate Housing Element

The estimated budget for the Housing Element Update would be **\$227,917.73**. We are prepared to initiate work immediately upon execution of a contract and receipt of a notice to proceed. All budget assumptions provided in the Focused General Plan update proposal shall apply unless otherwise specified in Section 2 Housing Element Scope of Work.

5.2 Housing Element Fiscal Year Cost Analysis

At the City's request, we have prepared a breakdown of the Housing Element costs by fiscal year (see **Table 1**). The City of Pacific Grove's fiscal year starts on July 1. We have assumed the Housing Element work will be initiated within a week of the City Council approval of the contract.

5.3 Focused General Plan Update Fiscal Year Breakdown by Subtask

In addition, the City has requested a breakdown of the Focused General Plan by fiscal year (see **Table 2**). Table 2 provides a detailed breakdown of the Focused General Plan budget by fiscal year and subtask. The Focused General Plan Update is assumed to start in April 2023 and end in June 2026.

The total budget provided in Table 2 does not reflect the recommended 10% contingency as it cannot be determined if or when it would be used.

5.4 Focused General Plan Update + Housing Element By Fiscal Year – Summary Tasks

Table 3 provides a higher-level budget summary of the Focused General Plan and Housing Element by fiscal year. As noted in Section 5.3 this table does not reflect the recommended 10% contingency as it cannot be determined if or when it would be used.

5.5 Focused General Plan Update Budget Alternatives

The City has inquired about alternative methods to budget for the Focused General Plan update, including an option that would limit General Plan spend to \$500,000 per year. If the scope of work were to be adjusted to fit a spend limit of \$500,000 per year, the following are potential budget and schedule implications:

- At \$500,000 per year, the fiscal year timeline would be extended to FY 2027/2028, adding approximately 2 years to the overall schedule.
- The current proposed workplan was designed around an integrated approach to the General Plan update rather than a linear approach. This allows for economies of scale particularly related to community engagement activities, existing conditions and SWOT analysis, project coordination and the Program EIR.
- The proposed workplan would need to be reevaluated for added costs to support the extended schedule. For example, project management and coordination activities would need to be extended by the additional timeline, approximately 2 years.

- An extended timeline creates additional risk for State and Federal legislative change and updates.

Page

- The City may want to consider a different phased approach to the Focused General Plan Update. This could support a more linear approach that maintains spend at \$500,000 or less per year. However, it would require a reevaluation of the approach to determine which activities should occur first and how they will be supported by community engagement and CEQA analysis. This may result in the need for more than one CEQA document to support the phased timing of the general plan amendments and necessary rezonings.

5.6 Total Focused General Plan + Housing Element Fee Proposal Amended

Table 4 is an itemized budget inclusive of anticipated costs associated with the project, broken down by task and hours. This table amends the Cost Estimate provided in the Focused General Plan Update proposal. All other cost assumptions are as provided in the Focused General Plan update unless otherwise specified in Section 2 Housing Element Scope of Work.



2511 Garden Road, Suite C-250
 Monterey, California 93940
 831-333-0310

Table 1 – Housing Element Update Fiscal Year Breakdown

Task and Description	2023 FY (to 6/30/23)	2024 FY (7/1/23-6/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26)	TOTAL
Task 11: Housing Element					
11.1: Draft 6th Cycle Housing Element Review	\$13,936				\$13,936
11.2: Housing Element Update	\$83,716	\$39,683			\$123,399
11.3: Community Engagement	\$9,179	\$12,542			\$21,721
11.4: GIS Support Services	\$3,124	\$2,116			\$5,240
11.5: Public Hearings and Study Session		\$31,286			\$31,286
11.6: Housing Element Project Management	\$5,037	\$27,299			\$32,336
Total Housing Element Update	\$114,991	\$112,926			\$227,918

City of Pacific Grove
Focused General Plan Proposal Supplement

www.rinconconsultants.com

Table 2 – Focused General Plan Update Fiscal Year Breakdown by Subtask

Task and Description	2023 FY (to 6/30/23)	2024 FY (7/1/23-6/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26)	TOTAL
Task 1: Project Initiation and Coordination	\$70,512	\$41,733	\$41,619	\$40,365	\$194,229
1.1 Kickoff Meeting and City Tour	\$34,537				\$34,537
1.2 Existing Document Review	\$22,064				\$22,064
1.3 Scope of Work and Schedule Refinement	\$3,763				\$3,763
1.4: Project Coordination	\$10,148	\$41,733	\$41,619	\$40,365	\$133,865
Task 2: Community Engagement	\$34,143	\$379,869	\$252,190	\$724	\$666,925
2.1 Community Engagement Plan	\$18,600				\$18,600
2.2 Online Engagement	\$13,327	\$54,824	\$18,274	\$724	\$87,149
2.3 Community Workshops		\$192,851	\$184,060		\$376,911
2.4 General Plan Technical Advisory Group	\$1,559	\$28,522	\$26,106		\$56,187
2.5 Virtual Stakeholder Interviews		\$37,826			\$37,826
2.6 Walking Tours		\$22,531			\$22,531

2.7 Pop Up Events		\$7,990	\$7,334		\$15,324
2.8 Focus Group Meetings		\$10,034	\$7,402		\$17,436
2.9 Engagement Toolkits		\$6,042			\$6,042

2.10 Spanish Interpretation and Facilitation	\$300	\$5,487	\$5,023		\$10,810
Workshop/Meeting Materials	\$217	\$2,642	\$2,418		\$5,276
Story Map Support		\$4,416			\$4,416
Additional GIS Support	\$141	\$1,718	\$1,573		\$3,432
2.12 CAAP Engagement Coordination		\$4,986			\$4,986
Task 3: Existing Conditions, Issues and Opportunities	\$26,747	\$364,777			\$391,525
3.1 General Plan Audit	\$7,328	\$2,552			\$9,880
3.2. Administrative Draft Existing Conditions Background Report		\$155,394			\$155,394
3.3 Final Existing Conditions Background Report		\$35,839			\$35,839
3.4 Supplemental Analysis	\$15,703	\$64,381			\$80,084
3.5 Vision and Guiding Principles Development		\$11,451			\$11,451

City of Pacific Grove

Focused General Plan Proposal Supplement

3.6 SWOT Analysis, Preliminary Policy and Implementation Measure Recommendation		\$86,181			\$86,181
Task 3.7 GIS Services	\$3,717	\$8,979			\$12,696
Task 4: Alternatives		\$63,225	\$9,202		\$72,427
4.1 Land Use, Community Design and Circulation Alternatives Analysis		\$45,523	\$6,625		\$52,148
4.2 Preferred Alternative		\$15,534	\$2,261		\$17,795
Task 4 GIS Support		\$2,168	\$316		\$2,484
Task 5: General Plan			\$168,338		\$168,338

5.1 First Administrative Draft General Plan			\$118,099		\$118,099
5.2 Second Administrative Draft General Plan			\$47,478		\$47,478
Task 5 GIS Services			\$2,760		\$2,760
Task 6: Zoning Ordinance Amendments			\$19,778		\$19,778
6.1 6th Cycle Housing Element + General Plan Consistency Memo			\$13,784		\$13,784
6.2 Administrative and Public Review Zoning Map Updates			\$5,994		\$5,994
Task 7: Objective Design and Development Standards		\$27,463	\$106,065		\$133,528
7.1 ODDS Initiation and Issue Identification		\$9,659			\$9,659
7.2 ODDS Development		\$17,804	\$18,000		\$35,804
7.3 Administrative and Public Review Draft			\$88,065		\$88,065

Task 8: Climate Action and Adaptation Plan	\$3,502	\$23,517	\$27,577	\$80,501	\$135,096
8.1 CAAP Kickoff Meeting and Monthly Meetings	\$1,478	\$6,079	\$6,062	\$2,043	\$15,662
8.2 Existing Measure Analysis and Success Tracking	\$2,024	\$1,028			\$3,052
8.3 GHG Inventories, Forecast and Targets		\$7,904	\$3,599		\$11,503
8.4 Draft and Final CAAP Strategy Selection		\$8,505	\$12,083		\$20,588
8.5 Measure Technical Appendix				\$12,626	\$12,626
8.6 Develop Tools for Monitoring, Tracking and Activation			\$187	\$11,577	\$11,764
8.7 Develop Draft and Final Climate Action and Adaptation Plan			\$5,646	\$16,666	\$22,312
8.8 CEQA GHG Streamlining Checklist				\$10,945	\$10,945
8.9 CEQA GHG Thresholds		\$0	\$0	\$15,400	\$15,400
8.10 Grant Research and Application		\$0	\$0	\$11,244	\$11,244
Task 9: CEQA Analysis (Program EIR)		\$0	\$247,768	\$90,700	\$338,468
Task 10: Hearings and Adoption		\$25,422	\$38,029	\$77,665	\$141,116
10.1 Planning Commission and City Council Meetings		\$25,422	\$38,029	\$49,321	\$112,772
10.2 Final General Plan		\$0	\$0	\$9,584	\$9,584
10.3 Document Accessibility Remediation		\$0	\$0	\$18,760	\$18,760
Total General Plan, CAAP, and EIR Process	\$134,904	\$926,007	\$910,565	\$289,955	\$2,261,430

Note: the total budget reflected in this table does not include the recommended 10% contingency as it cannot be determined if or when it would be used.

City of Pacific Grove

Focused General Plan Proposal Supplement

Table 3 – Focused General Plan Update + Housing Element Update Fiscal Year Breakdown

Phase ID & Description	2023 FY (to 6/30/23)	2024 FY (7/1/23 to 6/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26)	Total
Task 1: Project Initiation and Coordination	\$70,512	\$41,733	\$41,619	\$40,365	\$194,229
Task 2: Community Engagement	\$34,143	\$379,869	\$252,190	\$724	\$666,925
Task 3: Existing Conditions, Issues and Opportunities	\$26,747	\$364,777			\$391,525
Task 4: Alternatives		\$63,225	\$9,202		\$72,427
Task 5: General Plan			\$168,338		\$168,338
Task 6: Zoning Ordinance Amendments			\$19,778		\$19,778
Task 7: Objective Design and Development Standards		\$27,463	\$106,065		\$133,528
Task 8: Climate Action and Adaptation Plan	\$3,502	\$23,517	\$27,577	\$80,501	\$135,096
Task 9: CEQA Analysis (Program EIR)			\$247,768	\$90,700	\$338,468
Task 10: Hearings and Adoption		\$25,422	\$38,029	\$77,665	\$141,116
Task 11: Housing Element	\$114,991	\$112,926			\$227,918
Total General Plan, CAAP, and EIR Process + Housing Element	\$249,896	\$1,038,933	\$910,565	\$289,955	\$2,489,348

Note: the total budget reflected in this table does not include the recommended 10% General Plan contingency as it cannot be determined if or when it would be used.

Table 4 – Focused General Plan Update and Housing Element Update Cost Proposal (Amended)

rincon

RINCON CONSULTANTS, INC.

22-13730 City of Pacific Grove General Plan, Zoning Code and CEQA

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget	Cost Estimate
Task 1: Project Initiation and Coordination		586.00	134,611.00	59,618.00	194,229.00	
1.1 Kickoff Meeting and City Tour	83.00	21,168.00	13,368.80	34,536.80		
1.2 Existing Document Review	36.00	7,332.00	14,732.00	22,064.00		
1.3 Scope of Work and Schedule Refinement	7.00	1,791.00	1,972.00	3,763.00		
1.4: Project Coordination	460.00	104,320.00	29,545.20	133,865.20		
Task 2: Community Engagement	2,195.00	447,192.00	219,733.45	666,925.45		
2.1 Community Engagement Plan	80.00	17,208.00	1,392.00	18,600.00		
2.2 Online Engagement	368.00	68,821.00	18,328.00	87,149.00		
2.3 Community Workshops	1,155.00	245,451.00	131,460.45	376,911.45		
2.4 General Plan Technical Advisory Group	136.00	29,472.00	26,714.80	56,186.80		
2.5 Virtual Stakeholder Interviews	102.00	20,078.00	17,748.00	37,826.00		
2.6 Walking Tours 2.7 Pop Up Events	36.00	6,696.00	15,834.60	22,530.60		
2.8 Focus Group Meetings	75.00	15,324.00	0.00	15,324.00		
2.9 Engagement Toolkits	50.00	10,290.00	7,145.60	17,435.60		
2.10 Spanish Interpretation and Facilitation	30.00	6,042.00	0.00	6,042.00		
2.11 GIS Services for Task 2 2.12 CAAP	50.00	9,700.00	1,110.00	10,810.00		
Engagement Coordination	93.00	13,124.00	0.00	13,124.00		
	20.00	4,986.00	0.00	4,986.00		
Task 3: Existing Conditions, Issues and Opportunities						
3.1 General Plan Audit	951.00	183,757.00	207,767.60	391,524.60	50.00	9,880.00 0.00
9,880.00						

3.2. Administrative Draft Existing Conditions	381.00	74,751.00	80,643.20	155,394.20
3.3 Final Existing Conditions Background Report	83.00	16,641.00	19,198.00	35,839.00
3.4 Supplemental Analysis	146.00	28,916.00	51,167.60	80,083.60
3.5 Vision and Guiding Principles Development	24.00	4,746.00	6,704.80	11,450.80
3.6 SWOT Analysis, Preliminary Policy and Implementation Measure Recommendation	175.00	36,127.00	50,054.00	86,181.00
Task 3.7 GIS Services	92.00	12,696.00	0.00	12,696.00
Task 4: Alternatives	200.00	41,258.00	31,169.20	72,427.20
4.1 Land Use, Community Design and Circulation Alternatives Analysis	148.00	31,558.00	20,590.00	52,148.00
4.2 Preferred Alternative	34.00	7,216.00	10,579.20	17,795.20
Task 4 GIS Support	18.00	2,484.00	0.00	2,484.00
Task 5: General Plan	570.00	110,326.00	58,011.60	168,337.60
5.1 First Administrative Draft General Plan 5.2 Second Administrative Draft General Plan	376.00	72,140.00	45,959.20	118,099.20
Task 5 GIS Services	174.00	35,426.00	12,052.40	47,478.40
	20.00	2,760.00	0.00	2,760.00
Task 6: Zoning Ordinance Amendments	98.00	19,778.00	0.00	19,778.00
6.1 6th Cycle Housing Element + General Plan Consistency Memo	64.00	13,784.00	0.00	13,784.00
6.2 Administrative and Public Review Zoning Map Updates	34.00	5,994.00	0.00	5,994.00
Task 7: Objective Design and Development Standards	30.00	6,984.00	126,544.40	133,528.40
7.1 ODDS Initiation and and Issue Identification	10.00	2,328.00	7,331.20	9,659.20
7.2 ODDS Development	8.00	1,758.00	34,046.00	35,804.00
7.3 Administrative and Public Review Draft	12.00	2,898.00	85,167.20	88,065.20
	612.00	120,636.00	14,460.00	135,096.00
8.1 CAAP Kickoff Meeting and Monthly Meetings	70.00	15,662.00	0.00	15,662.00
8.2 Existing Measure Analysis and Success Tracking	16.00	3,052.00	0.00	3,052.00
8.3 GHG Inventories, Forecast and Targets	23.00	4,543.00	6,960.00	11,503.00
Task 8: Climate Action and Adaptation Plan				

8.4 Draft and Final CAAP Strategy Selection	108.00	20,588.00	0.00	20,588.00
8.5 Measure Recommendation	68.00	12,626.00	0.00	12,626.00
8.6 Develop Tools for Monitoring, Tracking and Activation	22.00	4,264.00	7,500.00	11,764.00
8.7 Develop Draft and Final Climate Action and Adaptation Plan	120.00	22,312.00	0.00 0.00	22,312.00
8.8 CEQA GHG Streamlining Checklist	53.00	10,945.00	0.00	10,945.00
8.9 CEQA GHG Thresholds	76.00	15,400.00	0.00	15,400.00
8.10 Grant Research and Application	56.00	11,244.00		
				11,244.00

Task 9: CEQA Analysis (Program EIR)

	1,499.00	302,175.00	36,293.10	338,468.10
9.1 CEQA Kickoff Meeting	11.00	2,599.00	0.00	2,599.00
9.2 Notice of Preparation	12.00	2,402.00	0.00	2,402.00
9.3 Project Description	25.00	4,591.00	0.00	4,591.00
9.4 Scoping Meeting	25.00	5,866.00	818.90	6,684.90
9.5 AB 52 and SB 18 Consultation Assistance	18.00	3,935.00	0.00	3,935.00
9.6 Administrative Draft EIR	970.00	192,872.00	34,684.00	227,556.00
9.7 Screencheck Draft EIR	68.00	13,404.00	0.00	13,404.00
9.8 Public Draft EIR	54.00	9,686.00	674.00	10,360.00
9.9 Final EIR Response to Comments and Administrative	150.00	31,810.00	0.00	31,810.00
	21.00	4,150.00	0.00	4,150.00
9.10 Mitigation Monitoring and Reporting Program	43.00	8,590.00	116.20	8,706.20
9.11 Final EIR	50.00	10,050.00	0.00	10,050.00
9.12 Considerations, and Resolution CEQA Findings, Statement of Overriding	32.00	6,860.00	0.00	6,860.00
	20.00	5,360.00	0.00	5,360.00
9.13 Administrative Record	453.00	107,412.00	33,703.80	141,115.80
9.14 Legal Review	336.00	79,068.00	33,703.80	112,771.80

Task 10: Hearings and Adoption

	47.00	9,584.00	0.00	9,584.00
10.1 Planning Commission and City Council Meetings	70.00	18,760.00	0.00	18,760.00
10.2 Final General Plan	735.00	150,438.00	77,479.73	227,917.73
11.1: Draft 6th Cycle Housing Element Review	39.00	8,971.00	4,964.80	13,935.80
11.2: Housing Element Update	342.00	67,069.00	56,329.60	123,398.60
10.3 Document Accessibility Remediation				

City of Pacific Grove
Focused General Plan Proposal Supplement
Task 11: Housing Element

11.3: Community Engagement	113.00	20,733.00	988.00	21,721.00
11.4: GIS Support Services	34.00	5,240.00	0.00	5,240.00
11.5: Public Hearings and Study Session	75.00	18,409.00	12,877.33	31,286.33
11.6: Housing Element Project Management	132.00	30,016.00	2,320.00	
				32,336.00

7,929.00	1,624,567.00	864,780.88	2,489,347.88
			226,143.00
			2,715,490.88

Direct Expenses Summary	Amount
CAPDash	7,500.00
Digial Production - Flash Drive	40.00
Per Diem - job chargeable	464.00
Per Diem- Lodging	11,668.00
Photocopies - Black and White	250.00
Photocopies - Color	1,302.00
Postage, Shipping, Delivery	232.00
Travel - Mileage	5,145.68
Travel (airfare, ground trans, lodging)	14,364.00
Vehicle Day Rate	3,150.00
WRT Design	413,470.40
Economic & Planning Systems Veronica	107,218.80
Tam and Associates, Inc.	74,054.40
Kimley Horn Associates	225,921.60
Direct Expenses Subtotal	864,780.88



2511 Garden Road, Suite C-250
Monterey, California 93940
831-333-0310

City of Pacific Grove
Focused General Plan Proposal Supplement

6 Appendix A – Housing Element Update Data Needs

The following data and information request list has been compiled based on a preliminary review of the existing Housing Element. The consultant team may request additional data throughout the Housing Element Update process. A separate request will be made for materials needed for CEQA review, if included.

You may not have all the items—it is still helpful to know if you are having trouble locating it, or if it just doesn't exist.

No.	Information	Comments	Response
1	5 th Cycle Housing Element Sites Inventory Worksheet	Excel format preferred	
2	5 th Cycle Housing Element CEQA Document		
3	Housing Element Annual Progress Reports and General Plan Progress Reports since start of 5 th Cycle		
4	Residential development completed during 5 th Cycle	If not shown in Annual Progress Reports, details on permits issued during the 5 th Cycle: housing type, tenancy, affordability, and previous site use	
5	Information on sites previously identified in inventory as underutilized that were redeveloped during the 5 th Cycle	Type of development, number of units realized, zoning designation, affordability, date constructed, FAR, consolidation/division of lots, previous use of site.	
6	Pending and approved residential and mixed-use projects	Include APNs, number of units, affordability (and reasoning to support assumptions if not deed-restricted), tenancy, entitlements requested, approval stage, estimated date of approval or completion, consolidation/division of lots, existing use(s) on site, and any other pertinent information	
7	ADU permitting data	Permits issued from 2018-2022 and 2023 to date. Include Junior ADUs	
8	Status of implementation of programs in 5 th Cycle housing element, including detailed explanation of any that were not implemented (2021 APR + explanations)	Programs are reported on in Annual Progress Reports, but often not very detailed. Provide an explanation (quantify, if possible) of the effectiveness of goals, policies, and related actions in meeting the housing needs of special needs populations (e.g., elderly, persons with disabilities, large households, female headed households, farmworkers and persons experiencing homelessness). Include an explanation of any factors (financial, staffing, etc.) that may have hindered progress towards meeting 5 th Cycle housing element goals.	
9	Annexation information	If any annexations have occurred during the 5 th Cycle Housing Element, or are planned in the 6 th Cycle. If annexations are planned during 6 th Cycle, provide information on progress and estimated completion date.	
10	Current development impact and permit fee schedule(s)		
11	Project approval timelines	Describe typical processing timelines for types of permits that residential development is subject to. Provide example projects and details (dates of application, approval, construction begin and end).	

12	A list of typical fees charged for both singlefamily and multifamily units		
13	A list of revisions to development standards since 5 th Cycle Housing Element	Provide details such as ordinances and staff reports, if possible, and/or narrative of changes.	
14	Describe any revisions to General Plan or zoning designations since last Housing Element	Provide details such as ordinances and staff reports, if possible, and/or narrative of changes.	

Rincon Consultants, Inc.

Page 2

No.	Information	Comments	Response
15	Housing condition surveys or code enforcement data to illustrate numbers of substandard housing in the jurisdiction		
16	Information on existing subsidized affordable units	Location, number of units, affordability, particular population served (e.g., seniors, persons with disabilities, or other special needs population), funding sources, and affordability expiration dates.	
17	Any information on community development funding and local housing programs that serve residents	For each program, provide data on how many households are served (to-date or annual average), current funding levels, administrative structure, and funding sources. Describe how the jurisdiction receives CDBG, HOME, or ESG funding. Details on programs may be found in the jurisdiction's community development planning documents (most recent Consolidated Plan, Annual Action Plan, or Analysis of Impediments to Fair Housing).	
18	Photos of recent projects and existing developments that could be considered typical, by housing type (single family, duplex, townhome, apartment, mixed use, tuck-under parking, etc.)	Please provide addresses, year built or modified, previous use on site.	
19	Recent sewer and water master plans or other important documents on sewer/water capacity		
20	General discussion of availability and adequacy of water and sewer services, by area/neighborhood	Provide information on any areas where housing is anticipated during the 6 th Cycle.	
21	Specific Plan documents and associated CEQA documents		
22	Stakeholder/interested parties list with contact information	Non-profit housing developers, for-profit housing developers, social services agencies, fair housing services providers, social justice and housing advocacy organizations, racial/ethnic community associations and business organizations, organizations/advocates for special housing needs populations (seniors, people with disabilities, students, people experiencing homelessness, etc.)	
23	Discussion of historic patterns of segregation (social, racial, economic, cultural) within the city.	Description of current differences between areas of the city, any separation by characteristics of population, infrastructure, etc. Discussion of past exclusionary zoning practices, whether intentional or unintentional, which had the effect of segregating classes of people (i.e., single family zoning, minimum home sizes, growth management program and exemptions, etc.) References may include documents from a historical society, college or university history department or program, planning documents, institutional knowledge from planning department, etc.	

24	GIS layers: files or links to where they can be downloaded • City boundaries • Parcel data (including ownership and valuation data where possible) • General Plan land use designations • Zoning designations • Overlays, specific plans, other planning tools • Georectified aerial photography (latest available) if available: • Vacant/underutilized sites from previous Housing Element and updated information • Rent controlled housing • Infrastructure locations and sizing • Community health features (parks, bike facilities, trails, etc.)	Parcel data should be obtained through the Assessors Office, Rincon may need to sign agreement in order to access this. We understand not all jurisdictions have their own GIS capabilities, but may have data from prior planning efforts or may have shared GIS data with regional governments.	
----	--	---	--

City of Pacific Grove

Focused General Plan Proposal Supplement

No.	Information	Comments	Response
	• Community safety features (fire stations, police stations/substations) • Environmental constraints (flooding, wildfire risk, habitat issue areas, airport safety, etc)		

Rincon Consultants, Inc.

Page 4

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**, (this “**Amendment**”) is made and effective as of December __, 2023 by and between the **CITY OF PACIFIC GROVE**, a municipal corporation (hereinafter “**City**”) and **RINCON CONSULTANTS** (hereinafter “**Consultant**” or “**Rincon**”). City and Consultant are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

The following Recitals are a substantive part of this Agreement:

- A. City and Consultant entered into a Professional Services Agreement dated effective as of April 1, 2023 in connection with the City’s Housing Element (the “**Agreement**”).
- B. City and Consultant desire to enter into this Amendment to the Agreement to add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work.

In consideration of the mutual promises contained herein, the Parties hereto agree to amend the following sections of the Agreement as follows:

Section 1. Term

Section 1 of the Agreement is amended to read as follows:

“This Agreement shall commence on April 1, 2023, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than ~~June 30~~December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement. In the event that unforeseen circumstances require additional time for the completion of the Services (as defined below) upon written approval of the City Manager, this Agreement may be extended by a period of up to six (6) months.”

Section 2. Scope of Work

Section 2 of the Agreement is amended to provide that the Services to be provided by Consultant under the Agreement, shall include the services described in Exhibit A to the Agreement (Housing Element Scope of Work – Task 1), and the “**Additional Services**” described in Exhibit A-1 which is attached hereto and incorporated herein by this reference as though set forth in full. The Additional Services include the Zoning Ordinance Amendments, Land Use Element Consistency Updates, and Health and Safety Element Consistency Updates (**Task 2**) which are referred to collectively along with Housing Element Scope of Work (**Task 1**) as the “**Housing Element Update**.” The Additional Services also include the preparation of a Program Environmental Impact Report for the Housing Element Update (**Task 3**) and public hearing attendance (**Task 4**). As utilized in the Agreement, the term “**Services**” shall include both the original Services and the Additional Services.

Section 3. Performance

A new paragraph is added to Section 3 of the Agreement to read as follows:

“City understands and agrees that Consultant’s ability to perform all Services described herein is reliant upon City’s ability to respond to communications, questions, reviews, and requests for data in a timely manner; maintain consistency in procedures and strategy; maintain a single or limited point of contact to ensure effective communication; and to work with Rincon to efficiently and effectively resolve issues that may arise.”

Section 4. Payment

Section 5 of the Agreement is amended to revise the not to exceed amount in Section 5.a. to be One Million One Hundred Eighty Thousand Six Hundred Twenty Six and 20/100 dollars (\$1,180,626.20). In addition, Section 5 of the Agreement is amended to add a new subsection e. to read as follows:

“e. If, as a result of circumstances outside of the control of Consultant, the completion of the Services is delayed or extended beyond the term identified in Section 1, including any extension granted by the City Manager, Consultant and City agree to re-evaluate fees associated with uncompleted work. Further, so as to ensure flexibility in completion of the Services, following written notification, City authorizes Consultant to move remaining budgeted fees from tasks that were completed under budget to current and future tasks not yet completed so as to ensure adequate funding for each task.”

Section 5. Suspension or Termination of Agreement Without Cause

Section 7.b. is amended to revise the reference to Section 6 of the Agreement to instead reference Section 5 of the Agreement. Section 7 is further amended to add a new subsection c. to read as follows:

“c. Provided that Consultant is not in default under this Agreement as set forth in Section 8, Consultant may suspend or terminate this Agreement, or any portion hereof, without penalty by serving upon City at least thirty (30) days prior written notice. Any such termination shall be considered without fault by either Party. Prior to issuance of written notice of termination, Consultant agrees to discuss and attempt to resolve any issues with City that lead up to issuance of the notice. Consultant agrees to provide assistance if requested by the City in transitioning of any remaining scope of work to a new consultant on a time and materials basis for a period of 90 days after termination. Consultant shall submit an invoice to the City pursuant to Section 5 for the actual Services performed up to the time of termination and for any transitional assistance thereafter.”

Section 6. Ownership of Documents

Section 9.a. of the Agreement is amended to read as follows:

“a. Consultant 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. Consultant 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. Consultant shall, upon written notice, provide free access to the representatives of City or its designees, identified in the written notice, at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom 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 for a period of five (5) years after receipt of final payment.”

Section 7. Notices

Section 19 of the agreement is amended to provide that any notices required under the Agreement can also be given electronic/email. Notices shall be sent to the Parties as follows:

To City: City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Copies to: City Clerk and Community Development
Director
Email: citymanager@cityofpacificgrove.org

With a copy to: Brian Pierik, City Attorney
Burke, Williams & Sorensen LLP
2310 East Ponderosa Drive, Suite 25
Camarillo, CA 93010-4747
Email: bpierik@bwslaw.com

To Consultant: Kimiko Lizardi
Rincon Consultants, Inc.
80 Garden Court, Suite 240
Monterey, CA 93940
Email: klizardi@rinconconsultants.com

Section 8. Remaining Terms in Effect

Except as modified herein, all other terms set forth in the Agreement shall remain in full force and effect.

In Witness Whereof, City and Consultant have executed this Amendment as of the date first written above.

City of Pacific Grove

Rincon Consultants, Inc.

By: _____
Its: City Manager

By: _____
Its: _____

Date: _____

Date: _____

Approved as to Form:

Brian Pierik, Esq.
City Attorney

EXHIBIT A-1

The task structure for this amendment assumes that the Housing Element scope of work in Exhibit A is Task 1.

Task 2 Zoning Ordinance Amendments and General Plan Updates

2.1 Zoning Map Amendments

Rincon will work with City staff to identify areas that will require map changes to support implementation of the Housing Element and prepare an Administrative Draft City Zoning Map. This task includes preparation of a Screencheck, Administrative, Public Review, and Public Hearing Draft of the Zoning Map. Rincon will prepare each draft upon receipt of one consolidated set of comments from City staff. This task does not include notifications to property owners or additional hearings that may be needed beyond those included in Task 4.

2.2 Zoned Capacity and State Mandated Streamlining

WRT will fit-test mixed-use zoning standards assumed under the Housing Element Update, to determine if they can achieve Housing Element density targets. If not, WRT will recommend modifications and accompany these recommended modifications with test-fit studies. The test-fit studies will be assembled in a memorandum describing the sites evaluated, assumptions, and estimated development yields. They will be accompanied by plan view and 3D illustrations showing massing, entry orientation, and parking configurations. A total of up to two studies will be developed for each of up to four representative sites.

For mixed-use and multifamily zoning designations, WRT will evaluate current zoning to identify which standards are sufficiently objective for streamlined review, and which standards are not accompanied by a verifiable benchmark as per State law (see Government Code Section 66300). WRT will recommend objective language and verifiable benchmarks as needed. WRT will also evaluate whether current standards are sufficient to avoid development that is grossly incompatible with Pacific Grove, such as to ensure that new development is not detrimental to the pedestrian orientation of streets where this is important. Essential recommendations will be prepared as Code amendments for Planning Commission review and City Council adoption in subsequent Task 2.3. Standards that are not needed immediately are assumed to be developed in a subsequent phase, such as to address architectural character, landscape character, and improvements within public rights-of-way required of developers. Diagrams will be provided if necessary to avoid ambiguity.

2.3 Residential/Mixed Use Rezoning and Housing Program Implementation

The Rincon team will meet with City staff at the onset of the Zoning Ordinance Amendments task to discuss the anticipated changes to the Zoning Ordinance which will be informed by the Housing Element Update. Based on direction received from City staff, the Rincon team will prepare a checklist of zoning changes for the team to reference through the update process. In accordance with Programs 5 and 12 of the draft Housing Element Update, the Zoning Ordinance Amendments are anticipated to include the following:

- Mixed Use rezoning – amendments to the Commercial- Downtown (C-D) and Commercial– Forest Hill (C-FH) mixed use zones to address the minimum and maximum density requirements and associated development standards to implement the Housing Element program recommendations. These changes may include modifications to standards such as use, height, setbacks, lots sizes, and parking.
- Multifamily Residential – amendments to ensure minimum objective development standards (as described in Task 2.2) to support streamlined review of qualifying multifamily residential development, removal of garage parking requirements for multifamily housing, and parking standards for persons with disabilities.
- Administrative provisions – amendments to permitting requirements to support residential streamlining requirements.
- Affordable housing requirements – amendments to address use requirements for single room occupancy (SRO) housing, use and parking standards for supportive housing, parking standards for emergency shelters, use requirements for low barrier navigation centers, compliance standards for employee housing, use standards for large residential care facilities, objective standards for reasonable accommodation, and objective review findings for major use permit findings.
- Accessory Dwelling Unit – remove deed restriction requirement.
- Reuse Sites – amendments to address minimum density requirements and to allow for by right processing of projects that include 20% of the units as affordable to lower-income households.

This task addresses the required rezoning requirements in accordance with state law (Program 5) and most critical affordable housing zoning amendments to support compliance. This scope does not include; the preparation of objective design standards for review of single-family, objective design standards for architectural and historic reviews, additional zoning amendments as described in Program 6 Shopping Centers Redevelopment, Program 7 Large Lot Development, Program 8 Lot Consolidation, and Program 14 Density Bonus. It is assumed that these additional amendments will be processed in a subsequent update.

This task also includes preparation of the preliminary drafts and public hearing draft of the Zoning Ordinance text amendments. Preliminary drafts will be provided in track changes. The following drafts are included in the scope of this task assuming one round of consolidated comments are provided by City staff for each draft:

- Screencheck Draft for City Staff Review
- Administrative Draft for City Staff Review
- Public Review Draft
- Public Hearing Draft

Assumptions for Tasks 2.1 -2.3

- City staff is responsible for any notifications to property owners.
- The Consultant team participation in public hearings is as provided in Task 4.

WRT will participate in up to three meetings with City staff to: initiate the project, review an initial draft, and review a draft prepared for Planning Commission.

Deliverables for Tasks 2.1 – 2.3

- Screencheck, Administrative, Public Review, Public Hearing Drafts of Zoning Map
- Zoned Capacity Memorandum
- Zoning Ordinance Amendments Matrix
- Two fit-test studies on up to 4 sites
- Screencheck, Administrative, Public Review, Public Hearing Drafts of Zoning Text Amendments

2.4 Land Use Element Consistency Updates

This task includes updates to the Land Use Element to ensure consistency with the Housing Element and Zoning Ordinance Amendments. This includes updates to the following Land Use Element sections:

- History of Land Use Planning in Pacific Grove – update to reference housing element and focused updates to the General Plan
- Existing Land Use – updated based on available existing land use data
- Residential Unit Development Potential – update for consistency with the Housing Element Sites and Rezoning
- Land Use Map, Categories, and Standards – update for consistency with the Housing Element Housing Sites and Rezoning
- Targeted goal and policy updates – update goals and policies as needed to support consistency with Housing Element programs
- Updates are not anticipated to include substantive changes to goals and policies pertaining to:
 - Economic Vitality and Community Character of Commercial Areas
 - Nonconforming Uses
 - Substandard Vacant Lots
 - Neighborhood/Community Character

The following drafts are included in the scope of this task assuming one round of consolidated comments are provided by City staff for each draft:

- Screencheck Draft for City Staff Review
- Administrative Draft for City Staff
- Public Review Draft
- Public Hearing Draft

Assumptions for Task 2.4

- City will provide a Word file of the City's current Land Use Element

- Rincon will use the City’s existing format, layout and style to create the amended Land Use Element. Rincon will edit the Land Use Element as a Word file in track changes.
- This task assumes that Rincon will rely on available data provided by the City to update the existing land uses.
- This scope does not include an analysis of nonconforming uses nor a land use capacity analysis.
- Land use changes will be focused on those necessary to support consistency with the Housing Element update.

Deliverables for Task 2.4

- Screencheck, Administrative, Public Review, Public Hearing Drafts of Land Use Element Update

Health and Safety Element Updates (Tasks 2.5-2.7)

The State has adopted new bills since the City’s Health and Safety Element was updated in 1994. Government Code Section 65302, as amended by SB 99, SB 1035, SB 379, and SB 1241 requires safety elements to incorporate information, policies, and implementation measures related to the following topics: climate change, single access residential routes, updated flood, fire and climate hazard information and risk of fire in state responsibilities areas and very high fire hazard severity zones. Government Code Section 65302.5 (as amended by AB 3065 requires that the safety element be submitted to the State Board of Forestry and Fire Protection and to local agencies that provide fire protection to the territory in the City prior to local adoption. Government Code Section 65302.15 (as amended by AB 747 and AB 1409) requires that the safety element be reviewed and updated to identify the capacity, safety and viability of evacuation routes and evacuation locations. Rincon will prepare a comprehensive update to the Health and Safety Element for compliance with state requirements. To inform the update, technical assessments are required including an emergency access analysis, evacuations routes analysis and climate vulnerability assessment as further described in Task 2.5 through 2.7.

2.5 SB 99 Emergency Access Analysis and AB 747 Evacuation Route Capacity Analysis

Kimley-Horn will overlay hazard data with residential streets in Pacific Grove to identify the subset of residential streets where an SB 99 accessibility analysis will be conducted. Unless otherwise directed by City staff, consistent with Cal Fire and Public Resources Code Section 4290.5, Kimley-Horn will designate “constrained roadways” with a single egress that serve a threshold of 30 dwellings or more. Parcel accessibility to/from evacuation routes will then be evaluated as required by SB 99. The assessment will use GIS to identify which parcels are in hazard areas that only provide one emergency access route under three scenarios: 1) high wildfire, 2) high flood/tsunami areas, and 3) both combined. Parcels will then be clustered into “Constrained Parcel Groups” based on adjacency and hazard type. This will assist in identifying which neighborhoods have less resiliency, and potentially more vulnerability, during an evacuation event. Kimley-Horn will prepare maps and accompanying text to document the findings of the evacuation route and accessibility analysis and recommendations. The horizon year for this analysis is 2031.

Kimley-Horn will complete the technical modeling of emergency evacuation route capacity as required for AB 747. Kimley-Horn will map major evacuation routes and designated evacuation shelter locations, based on input from City staff (planning, public works, emergency services). Kimley-Horn will conduct a citywide risk screening and will identify high, medium, and low-risk corridors in the City of Pacific Grove high hazard locations (collector or arterial streets in the hazard areas identified for the SB 99 Network Accessibility Analysis), and roadway capacity. The data used will be Monterey County Street centerline data, US census data, and hazard data obtained from others. The analysis will be conducted for residents evacuating designated hazard areas on City evacuation routes for a single evacuation scenario based on an evacuation order being issued when all residents are at home. A qualitative discussion of potential evacuation route constraints in adjacent cities will also be provided. Kimley-Horn will prepare maps and accompanying text to document the findings of the evacuation route capacity analysis and recommendations. This task does not involve preparing an evacuation plan. The horizon year for this analysis is consistent with the AMBAG model buildout year/2045.

Scenarios for this analysis include:

- 2031 With Housing Element Update
- 2045 With Housing Element Update

2.6 Climate Vulnerability Assessment

In accordance with California Government Code 65302(g) and SB 379, Rincon will complete a Climate Change Vulnerability Assessment which will detail the anticipated climate impacts in the City of Pacific Grove, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, more severe and frequent wildfires, and increasing rates of sea level rise and its impacts on increasing coastal hazards, and shoreline and bluff erosion.

At a qualitative level, Rincon will evaluate the locations of the City's critical facilities and services (such as Fire Stations, evacuation routes, etc.) in relation to potential climate change impacts based on readily available geospatial data. The Climate Change Vulnerability Assessment will be prepared consistent with the latest (2020) California Adaptation Planning Guide, as described in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines. Rincon will utilize maps and data from existing plans and available sources of geospatial data, including:

- Internet-based Cal-Adapt tool
- Internet-based Healthy Places Index tool to identify vulnerable populations
- County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022), of which Pacific Grove is a participating jurisdiction
- California's Fourth Climate Change Assessment, Regional Report
- Existing development in identified at-risk areas, including structures, roads, utilities, and essential public facilities
- California Coastal Commission Sea-level Rise Policy Guidance (Updated 2018)
- Ocean Protection Council (2018)

- NOAA Office for Coastal Management’s sea-level rise projections data
- Pacific Grove Land Use Plan and Implementing Ordinances (January 2020)
- Pacific Grove Shoreline Management Plan – Vulnerability Assessment (November 2018)
- Pacific Grove Shoreline Management Plan (June 2020)
- Our Coast Our Future, which presents results from the Coastal Storm Modeling System (CoSMoS) developed by U. S. Geological Survey (USGS)

A key component of the Climate Change Vulnerability Assessment will be an evaluation of the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, outdoor workers, etc.). The Climate Change Vulnerability Assessment will rely on modeling scenarios per the California Adaptation Planning Guide, the Office of Planning and Research’s General Plan Guidelines, and the California Coastal Commission’s Sea-level Rise Policy Guidance updated in 2018. The Climate Change Vulnerability Assessment will be a qualitative analysis and will not include quantitative asset analysis by hazard area.

It is assumed that sea-level rise scenarios will be selected consistent with the Draft County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022) which includes three sea level rise scenarios: 25 cm (2030), 75 cm (2060), and 200 cm (2100). It also assumed that the one percent annual chance of flood combined with the 2100 sea level rise scenario will be selected. Although the City of Pacific Grove has historically not retreated significantly since its shoreline is mostly dominated by exposed granitic rock, according to the County of Monterey Multi-Jurisdictional Hazard Mitigation Plan, sea level rise is expected to increase the exposure of Pacific Grove’s coastline to erosion, exposing large areas of the city to coastal hazards. Therefore, a qualitative analysis will be done to assess the impacts of sea level rise and coastal erosion on the City assets. This task assumes that the assessment will be based on readily available information (no modeling will be conducted) and that mapping will be based on geospatial data provided by the City or available online. Quantitative asset mapping and tabulation is not included in this task.

2.7 *Health and Safety Element Update*

Rincon will identify goals, policies and implementation programs to address wildfire, seismic, flood, hazardous materials, and climate change risks, along with goals, policies and programs to address needs associated with emergency response and emergency evacuation. The Health and Safety element will be comprehensively updated with new background descriptions and maps, informed by the technical assessments prepared in Tasks 2.5 and 2.6. Goals and policies will aim to minimize risk associated with potential hazards and build capacity to respond to long-term stress and short-term disruptions associated with hazard events.

Assumptions for Tasks 2.5 – 2.7

- City will provide a Word file of the City’s current Health and Safety Element Update
- Rincon will utilize the City’s existing format, layout and style to create an amended Health and Safety Element. Rincon will edit the Health and Safety Element as a Word file in track changes.

- Due to the number of technical assessments required to inform the Health and Safety Element Update, the schedule of the Health and Safety Element Update may not be completed concurrently with Tasks 1 and 2.1-2.4. Rincon will use good faith efforts complete the Health and Safety Element Update with Tasks 1 and 2.1-2.4 but it cannot be guaranteed.

Deliverables for Tasks 2.5 – 2.7

- Draft and Final SB 99/AB 747 Analysis Memorandum (including maps)
- Draft and Final Climate Change Vulnerability Assessment
- Screencheck, Administrative, Public Review, Public Hearing Drafts of Health and Safety Element Update

2.8 *Community Workshops*

Up to two members of the Rincon team will participate in up to two, in-person community workshops. This task assumes that City staff will be responsible for all logistics for the workshops including notifications, securing the venue and providing any necessary meeting equipment and materials. Rincon will prepare up to two PowerPoint presentations for the workshops. A draft of each PowerPoint will be provided for City staff review prior to the workshop. Rincon will revise each of the drafts after receipt of one set of consolidated comments from City staff.

2.9 *Zoning and General Plan Project Management and Coordination*

This task includes management and coordination through the duration of the project, including coordination with the City and internal project team, project oversight, budget and schedule management, and project accounting, including billing and accounts receivable efforts. This task also includes regular meetings with City staff. Rincon's Zoning and General Plan Project Manager will attend biweekly meetings with City staff throughout the process. This proposal assumes attendance at up to 26 meetings held via conference call, lasting approximately 1 hour each. Rincon's Zoning and General Plan Principal-in-Charge, and technical staff will attend meetings as needed, for up to 10 meetings, 1 hour each. Legal counsel will attend up to 5 meetings under this task.

Assumptions for Tasks 2.8 and 2.9

- Up to two members of the Rincon team will attend up to two, in-person workshops
- City staff will handle all logistics for the community workshops
- Rincon's Zoning and General Plan project manager will attend biweekly meetings, 1 hour each (26 meetings) with City staff
- An additional allowance for meeting attendance up to 10 meetings, 1 hour each has been provided for participation by Rincon's Zoning and General Plan Principal-in-Charge, legal counsel and technical staff as needed

Deliverables for Tasks 2.8 and 2.9

- Draft and Final PowerPoint presentations for up to two community workshops

Task 3 Environmental Impact Report

Rincon will prepare a Program Environmental Impact Report that will cover the “**Housing Element Update**” or “**HEU**” which includes: the 6th Cycle Housing Element (**Task 1**) and the Zoning and General Plan amendments (**Task 2**). It is assumed that all zoning and General Plan amendments are targeted to implementing the Housing Element only, and that no other land use changes would occur.

3.1 CEQA Kickoff Meeting

Immediately following execution of this Amendment, Consultant will facilitate a CEQA kickoff meeting with City staff. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol for the EIR process. The goals of the meeting will be to finalize the CEQA scope and discuss the project schedule.

The kickoff meeting will also allow the City/consultant team an opportunity to discuss the approach to the environmental evaluation and potential alternatives. Community concerns relevant to the CEQA analysis that have surfaced to date will be discussed. We will also have an opportunity to confirm the cumulative impact analysis approach. Rincon’s principal in charge and project manager will attend the meeting virtually, which is anticipated to last up to 1.5 hours.

3.2 Notice of Preparation

Rincon will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP will include all required details including project description, location, dates of public review, and dates/location of the public scoping meeting. Rincon will submit a draft NOP in Microsoft Word for City review. Upon receipt of one round of consolidated comments on the draft NOP, Rincon will prepare a final PDF copy of the NOP for City staff to post on its website and for distribution to public agencies. Rincon will prepare an NOP distribution list for the City to review. It is assumed that the City will be responsible for any direct mailing of hard copies of the NOP. Rincon will review and make suggestions regarding the list. Rincon will be responsible for filing the NOP with the State Clearinghouse/Office of Planning and Research and Monterey County Clerk.

The NOP and all correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR. A finalized scope for the Draft EIR will be defined after all comments on the NOP have been received. Because we anticipate that the Housing Element Update EIR will address all issues on the environmental checklist, we do not propose to prepare an initial study.

3.3 Project Description

Rincon will prepare the EIR project description. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will rely upon the Draft 2023-2031 Housing Element Update (November 2023) and residential sites inventory and programs contained therein. The project description will also describe the zoning ordinance modifications, Land Use Element amendments, and the Health and Safety Element amendments necessary to implement the HEU; these descriptions will be general, as it is not anticipated that the zoning modifications or General Plan amendments will be completed prior to completion of the project description. However, it is assumed that maximum potential buildout

can be solidified quickly and pursuant to the schedule outlined at the end of this scope of work. This section will include a description of the project objectives and required permits and discretionary approvals. The project description will include textual, tabular, and up to six graphics to fully describe the program and form a basis for the environmental analysis. The project description will be submitted to the City in Microsoft Word format, and we will address one round of consolidated comments from the City. This scope assumes that the identified sites and buildout projections will not change following City acceptance of the project description; this includes maximum buildout for the new zones.

3.4 Scoping Meeting

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP review period to introduce the community and responsible agencies to the EIR process and obtain input on the EIR scope of work. All agencies and interested parties would be invited to attend the scoping meeting, and it is assumed that separate individual meetings would not be required. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during the NOP comment period. Rincon will coordinate with the City regarding the City's preferred virtual platform or physical venue, which Rincon will organize. For the purposes of this scope, we have assumed the scoping meeting will be held in person, with virtual attendance as an option. Notice of the scoping meeting would be provided in the NOP.

3.5 AB 52 and SB 18 Consultation Assistance

Under AB 52 (California Government Code Section 21080.3.1[a]) and SB 18 (California Government Code Section 65352.3 and 65352.4), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the Plan Area, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 and SB 18 consultation list from the Native American Heritage Commission (NAHC) and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. As of November 2023, NAHC list requests are being fulfilled within 4+ weeks.

After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30-day wait period for AB 52 is subsumed in the wait period for SB 18. This task includes Rincon's participation at up to two virtual one-hour meetings with the City and Tribal governments.

3.6 Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements and based on the project description approved by City staff (completed under Task 3.3). Consistent with CEQA requirements, the EIR will be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the

environmental effects of the HEU need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible. The document will be a program EIR that considers the broad policy implications of the proposed HEU. To that end, it will focus on the macro-level impacts associated with HEU buildout and whether and how proposed Housing Element policies address such impacts. To the extent practical, site-specific information will be provided for the proposed rezoning sites, to facilitate future streamlining for residential development on those sites.

The ADEIR will comprise the following sections.

Executive Summary

The EIR will contain a summary of the HEU and associated environmental consequences. This section will include the following:

- A discussion of the Housing Element Update objectives;
- A brief description of the residential sites inventory, programs, zoning changes, and associated Land Use and Health and Safety Element updates;
- A summary of the environmental setting for the Planning Area;
- A summary of impacts;
- A summary of mitigation measures (mitigating policies);
- A discussion of alternatives considered, and identification of the environmentally superior alternative among those studied; and
- Areas of controversy, and issues remaining to be resolved.

Introduction and Environmental Setting

These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the EIR, the scope and content of the EIR, a discussion of lead, responsible, and trustee agencies, and a synopsis of the HEU process. The environmental setting will provide a general description of the existing geographic character of the City of Pacific Grove. The environmental setting will also contain a discussion of the approach to the cumulative impact analysis.

Project Description

The Project Description section will consist of the project description prepared in Task 3.3.

Analysis, Impacts, and Mitigation Measures

Each environmental discussion will include the following:

- Setting
- Impact analysis
- Mitigation measures
- Level of significance after mitigation

The discussion for each issue area will begin with the setting, which will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Sources will include documents and studies prepared in support of the Housing Element Update, relevant environmental documents prepared during the last five years, and data provided by the City.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where practicable, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question.

Rincon's technical approach to analyzing each environmental issue is described below under, Proposed Approach to Technical Issues.

Alternatives Analysis

A range of alternatives will be considered in the ADEIR, including the CEQA-required No Project Alternative and up to three other build alternatives that would feasibly attain most of the basic project objectives but would avoid or substantially lessen any significant effects identified. It is assumed that buildout assumptions for each alternative will either be provided or approved by the City. Evaluation of alternatives will be in less detail than for the HEU, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the ADEIR will identify the environmentally superior alternative among the remaining scenarios.

Cumulative Impacts

Consistent with Section 15130 of the CEQA Guidelines, cumulative impacts will be disclosed. These impacts would result from buildout of the identified housing sites combined with impacts of other projects and programs in the area, including surrounding jurisdictions' General Plans. Cumulative projections in the area will be derived in consultation with the City. We propose to provide a summary of projections to inform the cumulative analysis.

Other CEQA Sections

This portion of the EIR will discuss the growth-inducing effects of the HEU as well as significant irreversible changes associated with potential buildout. Drawing on the information provided in the environmental setting and preceding issue discussion, the growth-inducing impacts will address the potential for the Housing Element to directly induce economic growth and remove obstacles to growth in the area. The significant irreversible changes discussion will summarize the significant effects of the HEU, particularly the unavoidable significant effects.

References

This portion of the EIR will provide full citations for all in-text citations provided within the EIR. This section will identify all supporting documents that were used during preparation of the EIR which are not included as appendices to the EIR itself.

The ADEIR will be submitted to the City in Microsoft Word format, for ease of review.

Proposed Approach to Technical Issues

The technical approach to analyzing each potential environmental issue is described herein. Approaches to the impact analysis for the Program EIR will be discussed with City staff and will be consistent with the assumptions and methodologies used in recent CEQA documents in the City of Pacific Grove to the extent possible. As a Program EIR, the analysis will broadly consider buildout of identified housing sites pursuant to the HEU. In addition, to the extent practical, the impact analysis will also address site-specific residential zoning changes required to facilitate implementation of the 6th Cycle Housing Element.

While all issue areas contained on the CEQA Guidelines Appendix G Checklist will be addressed in the EIR, based on a preliminary analysis of Important Farmland, Williamson Act lands, and mineral resource zones, we anticipate the following issue areas would likely be considered less than significant and therefore suggest that these issue areas be analyzed within a “Less than Significant” section of the EIR:

- Agriculture and Forestry Resources
- Mineral Resources

We anticipate that the following environmental issues will be addressed in the EIR as stand-alone EIR sections:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation

- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Aesthetics

Physical changes facilitated by the HEU would alter the aesthetic character of portions of Pacific Grove, which is anticipated to be an important issue to residents due to the city's unique location and historic character. The aesthetic analysis will consider alteration of public views, changes in visual character, and increased light and glare that may result from buildout of the identified housing sites. The analysis will be supported by photo documentation of up to five key areas where future development, in particular proposed zoning changes required to implement the HEU. The analysis will also consider consistency with relevant City documents addressing design and development standards. Policy-based mitigation measures will be developed as necessary.

Air Quality and Greenhouse Gas Emissions

The air quality and GHG emissions analyses in the EIR will consider temporary construction and long-term operational emissions from HEU buildout. The analysis will summarize the existing air quality conditions in the air basin using data from nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District (MBARD). The state of the climate and relevant federal, state, and local climate change regulations will be described, with GHGs identified as an area of primary concern. This section will summarize federal, state, and local standards and regulatory review requirements pertinent to air quality and GHG emissions, calculate HEU buildout emissions of criteria pollutants and GHGs using the California Emissions Estimator Model (CalEEMod), and evaluate the significance of air quality and GHG impacts per the MBARD CEQA Air Quality Guidelines methodology for General Plans, Specific Plans, and Zoning Ordinances. Construction emissions will be addressed qualitatively. This section will also evaluate potential odor impacts through buildout of the HEU, which is typically associated with wastewater treatment, manufacturing, and industrial-type land uses; evaluate localized air quality impacts from toxic air contaminant (TAC) to sensitive receptors (no detailed air dispersion modeling is proposed as part of this scope); evaluate the HEU's compliance with applicable Air Quality Management Plans; evaluate compliance with applicable State and local GHG reduction plans, policies, and regulations; and develop mitigation measures for identified potentially significant air quality and GHG impacts.

Biological Resources

While the city does not contain large areas of open space or natural habitat, the city does contain a monarch butterfly sanctuary and open space areas along the western coastline, as well as several parks and vegetated areas that could provide habitat for special-status species. As part of the biological resources analysis, Rincon will collect regional background information on biological resources that could be affected by the Housing Element Update. The collected information will include database queries (CNDDDB, CNPS, USFWS IpaC), reviews of regional planning documents, and information provided by agency biologists. The scope of work does not include a reconnaissance site visit.

The biological setting subsection will describe vegetation communities, per California Wildlife Habitat Relationships classifications, drainages and wetlands, special-status species occurrences, and habitats (tabular format) with particular emphasis on sites identified for rezoning. The impact analysis will include a description of methodology and significance thresholds, project impacts, and avoidance and mitigation measures, and a summary of projects or land use changes that may result in impacts to biological resources. Rincon will compile results from database queries in the Appendix of the EIR and summarize the results and findings within the EIR section.

Cultural Resources

The city contains sensitive archaeological and historic resources, and these resources are known to constrain development within the city. The cultural resources analysis will include a review of historic and archaeological resources in Pacific Grove and the potential impacts to those resources from buildout of the HEU. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation, the City's Historic Resource Inventory, and local historical groups. The statewide Historical Resources Inventory (HRI) includes a listing of buildings, sites, features, structures, objects, districts, and events that are significant or have historic value. The HRI is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). It is anticipated that the EIR would require consultation of the HRI as part of required project-level analysis of any future development projects to determine the locations of previously recorded archaeological sites. Policy-based mitigation measures for future development on sites that contain previously recorded cultural sites, or sites that are not known to contain such resources, will be developed as necessary.

Energy

This section will discuss current and projected citywide energy supplies and demand, and qualitatively analyze energy demand associated with future construction and long-term HEU buildout. This section will also compare consistency of the Housing Element Update with adopted state, regional, and local energy policies. Policy-based mitigation measures will be developed as necessary.

Geology and Soils

This section will discuss the potential for geologic hazards present within Pacific Grove to adversely affect potential future development facilitated by the HEU. Hazards to be considered include fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. The analysis will rely on the California Geological Survey, United States Geological Survey, the California Division of Mines and Geology, and other CEQA documents that contain geology and soil information for the area. This section will also address paleontological resources, including identifying the sensitivity of geologic units underlying the City to assess potential impacts.

It is anticipated that the geology/soils work scope will entail a mapping exercise to identify areas where potential future development could be affected by known geologic hazards. Policy-based mitigation measures will be provided as needed.

Hazards and Hazardous Materials

This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as such hazards as wildland fires. The analysis will rely on online hazardous material databases and other environmental documents prepared for the City.

The hazardous material analysis will involve qualitative discussions of the potential for new development to either create the potential for hazardous conditions or be adversely affected by existing hazards. Policy-based mitigation measures will be provided as needed.

Hydrology and Water Quality

The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. Water quality is of particular importance in the city from stormwater runoff into the bay. The Pacific Grove Area of Special Biological Significance (ASBS) encompasses the portion of the Monterey Bay that is located northeast of the city, and is subject to additional water quality protections. The existing hydrologic setting of Pacific Grove will be described generally and potential impacts relating to new development will be discussed conceptually. Information sources will include readily available data from the Regional Water Quality Control Board and recent CEQA documents.

The analysis will be qualitative in nature, relying both on proposed General Plan policies and existing regulations (in particular, the National Pollutant Discharge Elimination System [NPDES] and related City requirements) to address potential impacts. As appropriate, additional policies to address hydrological or water quality impacts will be recommended as EIR mitigation.

Land Use and Planning

This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the HEU is consistent with both existing City policy documents and regional planning policies, including those of the local air quality plan and Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). It is anticipated that proposed policies will generally be consistent with those of other adopted policy documents. However, as appropriate, new or revised policies will be recommended to address any inconsistencies.

Noise

The noise section of the EIR will be conducted in accordance with City of Pacific Grove guidelines, standards, and ordinances. The existing setting will describe existing traffic and airport noise levels. Rincon will also estimate HEU buildout traffic noise levels using the FHWA Traffic Noise Prediction Model, based on future traffic forecasts provided by Kimley-Horn. The EIR will identify areas along roadway segments that would be exposed to noise levels above established criteria. The modeling results will be summarized in the EIR and provided in an appendix.

Noise impacts from non-transportation sources will be evaluated on a programmatic level, qualitatively based on local noise standards. Rincon will analyze noise impacts from non-transportation sources such as major commercial and industrial uses in terms of potential impacts

to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code.

Rincon will provide a qualitative analysis for potential construction impacts associated with buildout of the HEU. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration (FTA). Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with buildout.

Population and Housing

It is not anticipated that the proposed HEU would displace people or housing. Therefore, this section will focus on comparison of potential population and housing growth to regional growth forecasts for the area, as contained in the MBARD, AQMP, and MTP/SCS. The discussion will also consider impacts to the balance of jobs and housing in the City. Policy-based mitigation measures will be developed as necessary.

Public Services

The public services section of the EIR will address potential impacts relating to police protection and fire protection services, as well as schools. The analysis of police and fire service will involve contact with the Pacific Grove Police and Fire departments to determine service levels and existing and projected gaps in service.

The schools analysis will involve contact with the Pacific Grove Unified School District to identify current enrollment and capacity as well as student generation rates. School capacity levels and needs will be identified. Existing and proposed development impact fees, including State-mandated school impact fees, will be identified as mitigation as appropriate. Policy-based mitigation measures will be developed as necessary.

Recreation

This section will analyze potential impacts to City parks and recreational facilities, including Lovers Point Park, the Monterey Bay Recreational Trail, George Washington Park, and Marine Gardens Park.

It is not anticipated that existing parks would be directly affected by potential new development; therefore, the analysis will focus on potential indirect effects related to increased demand for parks and recreational facilities. Demand will be forecast based on projected population growth and City estimates of per capita park demand.

Transportation

This section of the EIR will rely on transportation studies prepared by Kimley-Horn. This will include the following:

- *Project Management, Coordination, Meetings and Administration.* Kimley-Horn assumes that project management and coordination activities will last throughout the duration of the targeted

City of Pacific Grove Housing Element Update. Kimley-Horn assumes a virtual kick-off meeting to discuss/refine the scope and identify data needs including traffic counts. We anticipate that up to five (5) project meetings (virtual), and one Planning Commission and one City Council meeting, including the kick-off meeting.

- *Planning Level Safety Assessment and Highway 68 Queuing Analysis and Documentation.* Kimley-Horn will perform a planning level safety assessment of major roadways utilizing the AMBAG model. Kimley-Horn will review model volumes with and without the proposed Housing Element Update and determine if the Housing Element Update substantially increases hazards on the roadway network. The assumption for this analysis is that the increase in traffic volumes is directly proportional to the increase in accidents. Per Caltrans requirements we will conduct queuing analysis at the following locations:
 - Forest Drive (SR 68) / Prescott Lane
 - Forest Drive (SR 68) / David Avenue
 - Forest Drive (SR 68) / Sunset Drive

Kimley-Horn will conduct AM and PM peak period traffic counts at these intersections and conduct analysis to determine existing and 2031 queues.

- *Multimodal Analysis and Documentation.* Kimley-Horn will review existing and proposed City bicycle and pedestrian facilities. Kimley-Horn will identify significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.
- *Transit Analysis and Documentation.* Kimley-Horn will review existing and proposed transit facilities identified by MST. Kimley-Horn will identify significant impacts and mitigations based on the proposed Housing Element Update.
- *Vehicle Miles Travelled (VMT) Analysis.* This task will prepare SB 743 compliant analysis for the City Housing Element Update. Major activities covered under this task include:
 - Using the latest AMBAG model, update Citywide land use assumption for Housing Element Update
 - Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the City
 - Conduct model runs for project scenarios including select zone analysis as required
 - Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds
 - Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts
 - Prepare documentation for inclusion in the Environmental Impact Report (EIR)

The following subtasks will be included in the VMT analysis:

- *SB 743 Analysis.* Kimley-Horn will prepare VMT analysis for the Housing Element Update including Existing Year (2023) conditions and Year 2031. This analysis will be in accordance with the City's SB 743 Implementation guidelines. Specifically, this will result in the need to evaluate all major land uses separately and then presenting them in both in the aggregate (by major land use type). The resultant analysis will be evaluated against

City's currently adopted thresholds to make a significant impact determination. The evaluation will include: Existing, Existing plus Housing Element Update, Year 2031 No Housing Element Update, and 2031 Plus Housing Element Update. Given the expansive nature of the Housing Element and the inclusion of land uses that would not normally be evaluated with an efficiency metric, total VMT will also be presented for the City as well City as a metric. Scenarios for the VMT analysis include:

- Existing (2023)
- Existing With Housing Element Update
- 2031 No Housing Element Update
- 2031 With Housing Element Update

Deliverables

- Table detailing VMT per major land use category
- Maps and graphics illustrating VMT analysis results

VMT Mitigation. Based on the location in the City and the Housing Element Update land uses, it is anticipated that TDMs or other VMT mitigation may be necessary. While it is not possible to fully address VMT mitigation during the preparation of a Housing Element Update given the inherent lack of detail, it is appropriate to establish a framework of TDM measures and/or other approaches that should be considered at the project level. Kimley-Horn will establish a framework for TDM within the Housing Element Update as well as suggest other VMT mitigation approaches including infrastructure as appropriate. Note that this task will be limited to the number of hours provided, in the event it is determined that a more extensive approach is necessary to address mitigation considerations that will be provided as an additional service.

Deliverables

- TDM descriptions and qualitative assessment of mitigation
- Infrastructure recommendations and qualitative assessment of mitigation

VMT Analysis Documentation. Kimley-Horn will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum to the City of Pacific Grove. Kimley-Horn will address and respond to one set of non-conflicting comments from the City and submit a final copy of the memorandum electronically to the City of Pacific Grove. It is understood that this document will be prepared understanding that it will later be incorporated into the EIR.

Deliverables

- Draft VMT Analysis Memorandum
- Final VMT Analysis Memorandum

These reports will be incorporated into the transportation section of the EIR.

Tribal Cultural Resources

There are two primary tribes present in Pacific Grove: Ohlone/ Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County (Esselen Tribe). The area, including the city and nearby coastline, is considered highly sensitive for cultural and tribal cultural resources. Rincon will follow the tribal cultural resource protocol that Rincon archaeologists prepared for the City in 2021-2022 and revised in 2023 (pending adoption as of November 2023). This section will summarize the results of AB 52 and SB 18 consultation (Task 3.5). Rincon will summarize the AB 52 efforts and will include identified mitigation in the EIR, as applicable.

Utilities and Service Systems

This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, wastewater/solid waste generation, and solid waste collection and disposal systems. Water, wastewater, and solid waste services are provided by multiple entities including California American Water Company (Cal-Am), Monterey Peninsula Water Management District (MPWMD), Monterey One Water (M1W), and ReGen Monterey (formerly Monterey Peninsula Waste Management District). Impacts to the City storm drain system will be addressed in the hydrology/water quality section.

Water supply will be a key issue for the EIR, particularly with the continued moratorium on new water connections in the Pacific Grove portion of CalAm's service territory, which restricts water supply availability for future growth. Rincon will thoroughly document the existing water supply conditions based upon review of published data, including but not limited to CalAm's current (2020) Urban Water Management Plan (UWMP) for its Monterey County District, which encompasses the City of Pacific Grove. It is anticipated that a Water Supply Assessment (WSA) will not be provided for the project; as a programmatic planning document that does not propose construction of a distinct project, the HEU does not explicitly trigger the requirement for a WSA under California Water Code as amended by SB 610. Some water supply providers elect to prepare a WSA when not required, if doing so could produce new information or analysis to inform and streamline environmental processes. However, due to the existing water supply constraints in the project area, it is not anticipated that a programmatic WSA would reveal information about water supply in the area that is not already available in the UWMP.

Therefore, the analysis of water supply developed for the EIR will rely upon information from CalAm's latest (2020) UWMP, as well as other publicly available, published data. Such data may include but is not limited to the environmental review documents prepared for alternative water supply projects, including a desalination plant in Marina (approved by the Coastal Commission) and Pure Water Monterey expansion. It is anticipated the current moratorium will remain in effect throughout the HEU EIR process, such that water supply solutions may not rely upon lifting the moratorium, and creative solutions to water supply restrictions will be necessary to accommodate implementation of the proposed zoning changes. Policy-based mitigation measures to address potentially significant impacts, including as related to water supply availability, will be developed as needed.

In addition, impacts relating to wastewater/solid waste generation will be discussed. Policy-based mitigation will be identified as needed.

Wildfire

Pacific Grove contains some land designated within a Very High Fire Hazard Severity Zone, along the city's southern boundary. Some of the identified housing sites are either in or immediately adjacent to a Fire Hazard Severity Zone. Additional fire hazards are present in wooded areas within the city. This section will describe the location of Fire Hazard Severity Zones within or near the city. Wildfire risk will be assessed, consistent with OPR's latest guidelines related to wildfire hazards. As necessary, policy-based mitigation measures will be developed to address identified significant impacts.

3.7 *Screencheck Draft EIR*

Rincon will address one round of City comments on the ADEIR and prepare a Screencheck Draft EIR. All comments from the City, including City's legal counsel, will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). City staff will be responsible for reconciling conflicting comments prior to being sent to Rincon. For the purpose of cost estimating, it is assumed that addressing City and legal comments on the ADEIR will require no more than 80 professional staff hours, including meeting and coordination regarding the approach to addressing comments. If additional effort is needed, a scope amendment may be required. The Screencheck Draft EIR will be submitted to the City in Microsoft Word with track changes retained.

3.8 *Public Draft EIR*

Once the City approves the Screencheck Draft EIR, Rincon will prepare the Draft EIR for public circulation. To maintain momentum in the project schedule and provide cost efficiency, we assume City comments will be minimal at this stage and will focus on any new content in the Screencheck Draft EIR (i.e., track changes).

Rincon will prepare required noticing forms, including the Notice of Completion (NOC), Notice of Availability (NOA), and OPR's Summary Form for Electronic Document Submittal, for City and legal review. Rincon will address one round of comments on the forms. Rincon will be responsible for submitting documents through the digital CEQASubmit platform and filing the NOA with the Monterey County Clerk's office. It is assumed the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Public Draft EIR will require at least a 45-day public review period. Rincon will provide two hard copies of the Public Draft EIR for posting at the City offices and Pacific Grove Public Library and will provide a digital version in Adobe PDF suitable for printing and for posting to the City's website.

3.9 *Response to Comments and Administrative Final EIR*

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft response to comments and an Administrative Final EIR for review by the City. This scope of work assumes up to 20 comment letters containing comments on the content of the CEQA document will be received, including five lengthy (over five pages) and/or substantive letters, all of which can be adequately responded to in a maximum of 150 professional staff hours.

Comment letters that solely express support or opposition to the HEU would not count against the 20-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.

Rincon will address one round of consolidated City and legal comments, to be provided in editable format, on the draft Responses to Comments and prepare a Screencheck Responses to Comments, in Microsoft Word with edits shown in track changes. Upon City review and approval of the Screencheck, Rincon will submit the Final EIR for hearing in Adobe PDF format.

3.10 Mitigation Monitoring and Reporting Program

Concurrent with Task 3.8, Rincon will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be bound separately from the Final EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final EIR.

3.11 Final EIR

After receipt of City comments on the Administrative Final EIR (Task 3.9) and MMRP (Task 3.10), Rincon will prepare a Screencheck Final EIR for City staff review and confirmation followed by a Final Program EIR after incorporating comments from City staff. Rincon will prepare a draft Notice of Determination (NOD) for City approval. Rincon staff will file with the County Clerk and State Clearinghouse within five working days of HEU adoption. It is assumed that the City will pay all applicable fees associated with filing the NOD at the County Clerk, including payment of the CDFW CEQA filing fee. Rincon will provide two hard copies of the Final EIR for placement at the City offices and Pacific Grove Public Library.

3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution

Rincon will prepare the CEQA Findings and Statement of Overriding Considerations (if a significant and unavoidable impact is identified) for the project based on the impact conclusions of the EIR, based on a template provided by the City. The Draft CEQA Findings will be submitted alongside the Final EIR, and will contain a discussion of alternatives, including the rationale for rejecting any of the analyzed alternatives, using in part the project objectives. This scope of work assumes if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding Considerations relies on specific economic or financial factors, any

available corresponding financial data to support these conclusions will be provided by the City. This task will comply with CEQA Guidelines Sections 15091 and 15093 and will be submitted in a City-approved electronic format. Rincon will prepare an administrative draft version of the CEQA Findings for City and legal review, will address one round of consolidated comments, and submit a final document version digitally.

Rincon will also prepare the draft CEQA Resolution for City and legal review and comment. The CEQA Resolution will be prepared in accordance with the City's required format. The CEQA Resolution will incorporate the CEQA Findings and, if applicable, the Statement of Overriding Considerations. Rincon will address one round of consolidated comments and submit a final document version digitally.

3.13 Administrative Record

Rincon will maintain the Administrative Record for this project. Maintenance of an accurate and comprehensive administrative record is important for the defensibility of the EIR, should it be challenged. Rincon will develop a work plan at the outset that instructs internal staff on the way in which the Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The index and source files will be supplied digitally alongside the Final EIR.

3.14 Legal Review

Rincon has on staff a qualified legal team with more than 45 years combined experience in land use, long-range planning, CEQA review, and CEQA litigation. Such experience allows Rincon to provide trusted, substantive review of key documents, including the Public Draft EIR and Final EIR, to provide legal adequacy and a sound basis for a defense during legal challenge. Rincon's legal team also provides strong support for responding to comments on the environmental and land use documents and in addressing identified concerns raised in late correspondence prior to the public hearings.

With careful consideration as to how each step of the process may ultimately affect the outcome and impact on the community perception, Rincon can provide thoughtful analysis on the best approach to take for any unique or potentially controversial issue, with the legal team participating on an as needed basis for planning calls and internal discussion and review. This scope includes legal review of the Draft EIR and Final EIR, to be conducted prior to City review of the Administrative Draft version of the documents.

A total of 20 staff hours is included in this task for legal review. An additional 10 staff hours are included for meetings and coordination by Rincon's legal team. Additional legal review can be provided on a time and materials basis to provide a more thorough review of specific topic areas as requested by the City.

3.15 EIR Project Management and Coordination

This task includes management and coordination through the duration of the project, including coordination with the City and internal project team, project oversight, and EIR budget and schedule management. Project accounting, including billing and accounts receivable efforts, is accounted for in Task 2.9. Rincon's EIR Project Manager will attend biweekly meetings with City staff during preparation of the EIR, to be held concurrent with the Zoning and General Plan team meetings. This proposal assumes attendance at up to 26 meetings held via conference call, lasting approximately 1 hour each. Rincon's EIR Principal-in-Charge and technical staff will attend meetings as needed, for up to 10 meetings each. Legal counsel will attend up to 5 meetings under this task.

Deliverables

Administrative/working drafts will be provided in Microsoft Word and/or Adobe PDF. Revised documents will be provided in Microsoft Word with edits shown in track changes. Adobe PDF documents will be provided for public draft and final documents and shared via email and through the SharePoint site as part of the final administrative record.

- Draft and Final Notice of Preparation (Microsoft Word and Adobe PDF)
- Scoping Meeting materials (e.g., agenda, presentation)
- Attendance (two Rincon staff members) at an in-person Scoping Meeting
- ADEIR (Microsoft Word)
- Screencheck Draft EIR (Microsoft Word with track changes retained)
- Public Draft EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Notices, including the NOC for the NOP submittal and the NOC, NOA, and OPR's Summary Form for the Public Draft Program EIR submittal
- Draft and Final Response to Comments (Microsoft Word)
- Draft and Final MMRP (digital files)
- Screencheck Final EIR (Microsoft Word with track changes retained)
- Final Program EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Findings and Statement of Overriding Considerations (digital files)
- Notice of Determination (Adobe PDF)
- Administrative Record

Task 3 Assumptions

This scope of work incorporates the following assumptions:

- The November 2023 Draft Housing Element will form the basis of the EIR project description, and associated buildout projections will be stable for the duration of the work scope.

- Comments from the City, including City’s legal counsel, on all deliverables will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). All comments will clearly indicate the requested changes. City staff will be responsible for reconciling conflicting comments prior to being sent to Rincon. To maintain momentum in the project schedule and provide cost efficiency, we assume City and legal comments will focus on any new content in the previous version of the deliverable, and new comments on previously submitted content will be minimal.
- In addition to the No Project Alternative, up to three build alternatives will be presented to reduce potential impacts.
- Up to 20 comment letters containing comments on the content of the EIR will be received, including five lengthy (over five pages) and/or substantive letters, all of which can be adequately responded to in a maximum of 150 professional staff hours. Comment letters that solely express support or opposition to the HEU would not count against the 20-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.
- Rincon’s EIR Project Manager will attend biweekly meetings with City staff during preparation of the EIR. This proposal assumes attendance at up to 26 meetings held via conference call, lasting an average of 45 minutes each.
- The City will be responsible for payment of newspaper filing fees as well as the County Clerk and California Department of Fish and Wildlife filing fees.
- Rincon will provide two hard copies each of the Draft EIR and Final EIR.

Task 4 Public Hearings

This task provides a budgeted allowance for the Rincon team to assist City staff in preparing for and attending public hearings for the zoning ordinance amendments, general plan updates, and EIR. For purposes of this proposal, we have assumed the following participation:

- Two Planning Commission Hearings (virtual)
- Two City Council Hearings (one in-person, one virtual)

Estimated Timeline

We understand the City desires an expedited timeline for the EIR. Rincon has an excellent reputation for adhering to schedules and meeting milestones. Though aggressive, we believe

portions of the timeline within Rincon's control to be achievable. Our proposed timeline is outlined below. The ability to meet this schedule depends on City staff commitment to expedited review times as well as staff's ability to facilitate a timely process with the public, internal staff, and decision makers, as well as other factors outside of Rincon's control. If additional rounds of review are requested prior to release of the Draft EIR or if substantive revisions are required in response to legal comments, the Draft EIR release date may be extended. In addition, if a substantial number of public comment letters are received or if the technical and legal sophistication of comments exceed assumptions made herein, additional time to prepare responses to comments will be required.

Task	Timeframe	Anticipated Dates
Amendment Request Approval	1 day	December 6, 2023
Formal Amendment Authorization	1 day	December 20, 2023
Task 3.1 CEQA Kickoff Meeting	1 day	January 5, 2024
Task 3.2 Notice of Preparation (NOP)	1 week	January 12, 2024
City Review ¹ NOP	1 week	January 19, 2024
Finalize and Publish NOP	1 week	January 26, 2024
NOP Comment Period	30 days	January 26 – February 26, 2024 ²
Task 3.3 Project Description	2 weeks (from NOP publishing)	February 9, 2024
City Review Project Description	1 week	February 16, 2024
Finalize Project Description ³	1 week	February 23, 2024
Task 3.4 Scoping Meeting	1 day	Mid-February 2024
Task 3.5 AB 42 and SB 18 Consultation Assistance	-	February-April 2024
Task 3.6 Administrative Draft EIR	10 weeks (from NOP publishing)	April 5, 2024
City Review Administrative Draft EIR	3 weeks	April 26, 2024
Task 3.7 Screencheck EIR	3 weeks	May 17, 2024
City Review Screencheck EIR	2 weeks	May 31, 2024
Task 3.8 Public Draft EIR	1 week	June 7, 2024
Public Comment Period	45 Days	June 10 – July 25, 2024
Task 3.9 Responses to Comments and Administrative Final EIR	4 weeks	August 22, 2024
City Review Responses to Comments and Administrative Final EIR	2 weeks	September 5, 2024
Task 3.10 Mitigation Monitoring and Reporting Program (MMRP)	1 week	September 12, 2024
Task 3.11 Final EIR	2 weeks (from City review)	September 19, 2024
Task 3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution	Concurrent with Task 3.11	September 19, 2024
City Review Findings/SOC/Resolution	1 week	September 26, 2024
Finalize CEQA Findings, Statement of Overriding Considerations, and Resolution	1 week	October 3, 2024
Planning Commission Hearings (2)	-	November 2024
City Council Hearings (2)	-	December 2024

EXHIBIT B

FEE SCHEDULE

Cost Proposal

Rincon can complete the proposed work program for a cost of **\$952,708.20**. A breakdown of cost by task is summarized in the table on the next page. Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon may reallocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount. All services would be provided on a time and expense reimbursement basis and will be billed in accordance with our standard fee schedule for professional services. Rincon's current fee schedule is attached. The City will be notified of any increases in Rincon's standard fees prior to their implementation. Rincon agrees that fees will not be increased more than once per year.



RINCON CONSULTANTS, INC.

23-14477 Pacific Grove Housing Element Update

Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 2: Zoning Ordinance Amendments and General Plan Updates		1,453.00	321,608.00	111,861.20	433,469.20
2.1 Zoning Map Amendments		30.00	6,346.00	0.00	6,346.00
2.2 Zoned Capacity and State Mandated Streamlining		40.00	9,400.00	58,116.00	67,516.00
2.3 Residential/Mixed Use Rezoning and Housing Program Implementation		323.00	72,555.00	0.00	72,555.00
2.4 Land Use Element Consistency Updates		295.00	63,325.00	0.00	63,325.00
2.5 SB 99 Accessibility Analysis and AB 747 Evacuation Route Capacity Analysis		10.00	2,848.00	52,745.20	55,593.20
2.6 Climate Vulnerability Assessment		118.00	25,332.00	0.00	25,332.00
2.7 Health and Safety Element Update		276.00	57,932.00	0.00	57,932.00
2.8 Community Workshops		96.00	23,344.00	1,000.00	24,344.00
2.9 Zoning and General Plan Project Management and Coordination		265.00	60,526.00	0.00	60,526.00
Task 3: Environmental Impact Report		1,596.00	341,977.00	137,014.00	478,991.00
3.1 CEQA Kickoff Meeting		10.00	2,538.00	0.00	2,538.00
3.2 Notice of Preparation		12.00	2,648.00	0.00	2,648.00
3.3 Project Description		25.00	5,127.00	0.00	5,127.00
3.4 Scoping Meeting		28.00	6,596.00	790.00	7,386.00
3.5 AB 52 and SB 18 Consultation Assistance		18.00	4,134.00	0.00	4,134.00
3.6 Administrative Draft EIR		895.00	185,052.00	134,966.00	320,018.00
3.7 Screencheck Draft EIR		80.00	16,852.00	0.00	16,852.00
3.8 Public Draft EIR		58.00	11,306.00	674.00	11,980.00
3.9 Responses to Comments and Administrative Final EIR		150.00	32,140.00	0.00	32,140.00
3.10 Mitigation Monitoring and Reporting Program		17.00	3,365.00	0.00	3,365.00
3.11 Final EIR		47.00	10,248.00	584.00	10,832.00
3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution		39.00	7,815.00	0.00	7,815.00
3.13 Administrative Record		26.00	5,566.00	0.00	5,566.00
3.14 Legal Review		30.00	8,460.00	0.00	8,460.00
3.15 EIR Project Management and Coordination		161.00	40,130.00	0.00	40,130.00



RINCON CONSULTANTS, INC.
23-14477 Pacific Grove Housing Element Update
Cost Estimate

Task 4: Public Hearings	158.00	38,574.00	1,674.00	40,248.00
Planning Commission Hearings (2 virtual)	40.00	9,692.00	0.00	9,692.00
City Council Hearings (1 in person, 1 virtual)	118.00	28,882.00	1,674.00	30,556.00
Project Total	3,207.00	702,159.00	250,549.20	952,708.20

**Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107
* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.	

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

First Amendment to the 6th Cycle Housing Element Update Agreement with Rincon Consultants, Inc.



December 20, 2023, City Council

City of Pacific Grove

Recommended City Council Actions

1. Approve motion to authorize the Mayor to execute the First Amendment to Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update to complete the following:
 1. Update General Plan Zoning Ordinance and Map Amendments
 2. Prepare General Plan Land Use Element Consistency Updates
 3. Prepare General Plan Health and Safety Element Consistency Updates
 4. Prepare Program Environmental Impact Report
 5. Public Hearing and Community Meeting Attendance
 6. Prepare Mitigation and Monitoring Planor
2. Take other action related to this Agenda Item.

Housing Element Background

- **4/6/23:** Housing Element Contract with Rincon fully executed
- **9/15/23:** Public review Draft Housing Element (DHE) released
- **9/18/23-10/17/23:** 30-day public review period
- **October 2023:** Public hearings at PC and CC for DHE
- **11/2/23:** Submitted DHE transmitted to HCD for initial 90-day review
- **February 2023:** Receipt of HCD feedback on initial review expected
- **April 2024:** Public hearings with PC and CC on revised DHE for adoption
- **May 2024:** Submit Adopted DHE to HCD for follow-up 60-day review and certification

First Amendment to the 6th Cycle Housing Element Update

Amends the HE contract to add necessary consistency updates from the FGPU proposals to the 1994 General Plan and to provide a comprehensive EIR for adoption of the Housing Element and Zoning Ordinance by the December 2024 HCD deadline.

First Amendment HEU 12/2023 – 12/2024	Future Work TBD
• Zoning Ordinance and Map Amendments (Task 2) • Land Use Element Consistency Updates (Task 2) • Health and Safety Element Consistency Updates (Task 2) • Program EIR for HE, Zoning, and GP Consistency Updates (Task 3) • Mitigation and Monitoring Plan (Task 3) • Public Hearings & Community Workshops (Tasks 1-4)	• Architectural Objective Design and Development Standards • Economic Analysis • Climate Action and Adaptation Plan • Transportation & Other Elements of the 1994 General Plan • Future EIR Addenda • Continued Hearings & Community Workshops

Consolidated Summary of Proposed Schedule of Performance (EIR)

Task	Timeframe	Anticipated Dates
Formal Amendment Authorization	1 day	December 20, 2023
Task 3.1 CEQA Kickoff Meeting	1 day	January 5, 2024
NOP Comment Period	30 days	January 26 – February 26, 2024
Finalize Project Description	1 week	February 23, 2024
Task 3.4 Scoping Meeting	1 day	Mid-February 2024
Task 3.8 Public Draft EIR	1 week	June 7, 2024
Public Comment Period	45 Days	June 10 – July 25, 2024
Task 3.10 Mitigation Monitoring and Reporting Program (MMRP)	1 week	September 12, 2024
Task 3.11 Final EIR	2 weeks (from City review)	September 19, 2024
Task 3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution	Concurrent with Task 3.11	September 19, 2024
Finalize CEQA Findings, Statement of Overriding Considerations, and Resolution	1 week	October 3, 2024
Planning Commission Hearings (2)	-	November 2024
City Council Hearings (2)	-	December 2024

Proposed Fees for First Amendment

Task	Detail	Cost
Task 1	6 th Cycle Housing Element	(Prior Contract)
Task 2	Zoning Ordinance Amendment and GP Consistency Updates	\$433,469.20
Task 3	Environmental Impact Report	\$478,991.00
Task 4	Public Hearings	\$40,248.00
Tasks 2 - 4 Total First Amendment Cost		\$952,708.20

Staff Recommendation

1. Approve motion to authorize the Mayor to execute the First Amendment to Professional Services Agreement with Rincon Consultants for the 6th Cycle Housing Element Update to complete the following:
 1. Update General Plan Zoning Ordinance and Map Amendments
 2. Prepare General Plan Land Use Element Consistency Updates
 3. Prepare General Plan Health and Safety Element Consistency Updates
 4. Prepare Program Environmental Impact Report
 5. Public Hearing and Community Meeting Attendance
 6. Prepare Mitigation and Monitoring Plan



Questions?



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Amy Colony, Management Analyst
MEETING DATE: December 20, 2023
SUBJECT: Chinese Pavilion Project, Elmarie Dyke Park.
CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report and recommend approving the concept and bringing this item forward for inclusion into the FY 2024/25 Capital Improvement Program.

DISCUSSION

Last year, the City of Pacific Grove was approached by the Monterey Bay Chinese Association with the idea of constructing a Chinese Pavilion to honor the history of Chinese Americans in Pacific Grove. This idea was originally presented to the BNRC as a public art project to be included in the FY 23/24 Capital Improvement Program Project (CIP) plan. The initial request included the City donating a portion of land adjacent to the recreation trail and partnering with the Monterey Bay Chinese Association to construct the pavilion. Unfortunately, the project’s concept as a public art piece built along the coastline was not approved for inclusion in the FY 23/24 CIP plan.

The Monterey Bay Chinese Association begun exploring alternative locations for the pavilion within existing City parks. After reviewing locations and conferring with staff it was decided that the gazebo site within Elmarie Dyke Park was a suitable location. The concept envisioned replacing the existing failing gazebo with the newly constructed Chinese pavilion. The project organizers hired an architect to provide a project scope and preliminary conceptual designs. These plans included conceptual renderings of the pavilion along with the construction of a traditional Chinese moon wall at the entrance of the park. (attachment 1).

These conceptual plans, including the pavilion and moon wall, were presented at the September 28, 2023 Recreation Board meeting. The Recreation Board received the report and recommended bringing this item forward to the City Council for inclusion into the FY 2024/25 Capital Improvement Program plan.

If the City Council is in favor of including this project in the FY 24/25 CIP plan, City staff will work with the Monterey Bay Chinese Association regarding project planning and fundraising. Final design plans will be presented to the Recreation Board for consideration and recommendations. If recommended by the Recreation Board, final plans will then be presented to the City Council for consideration and recommendations.

OPTIONS

- 1) Propose alternative locations for review
- 2) Do not approve the project concept and location and do not include as a project in the FY 24/25 plan.

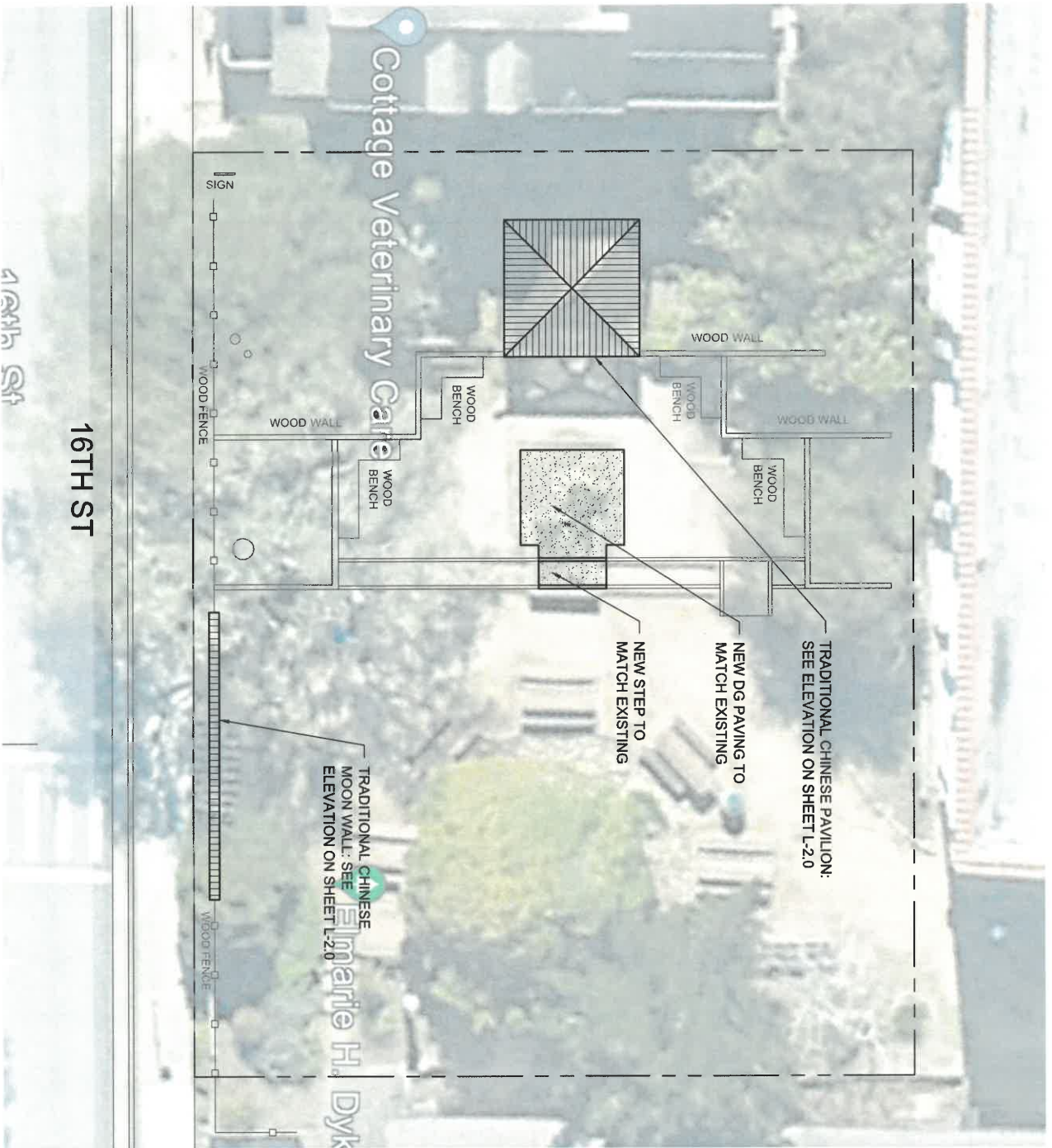
FINANCIAL IMPACT:

The Monterey Bay Chinese Association has committed to funding the entirety of the project costs through fundraising efforts.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Renderings

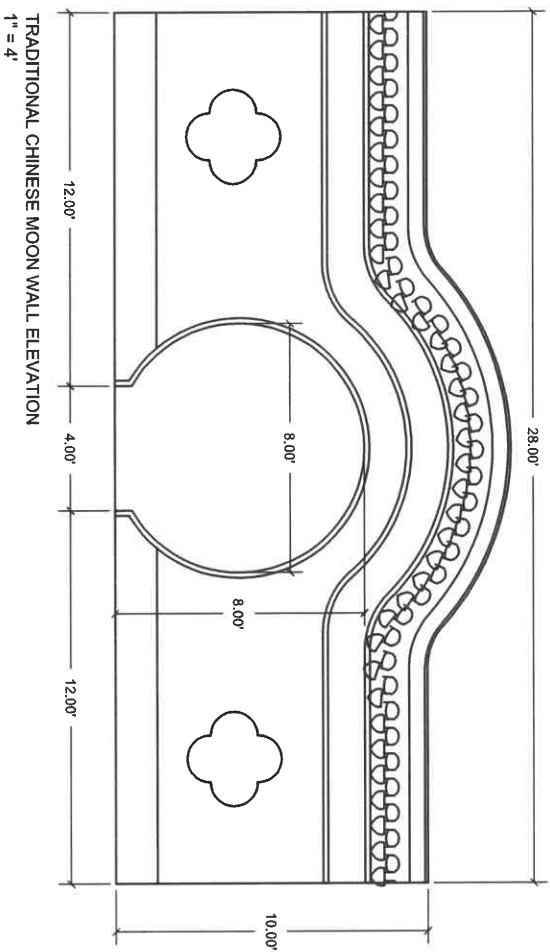
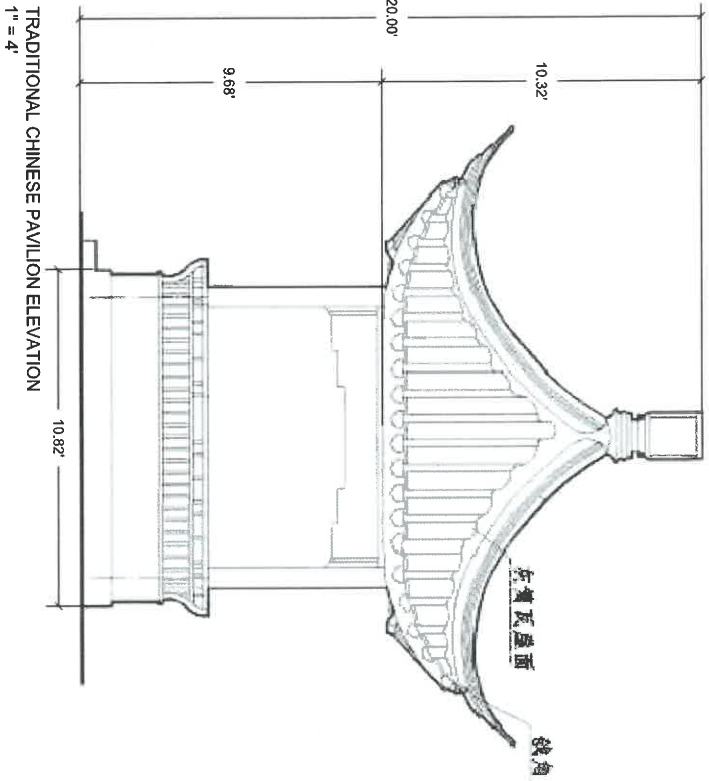


VICINITY MAP
NTS

SITE PLAN
1" = 10'



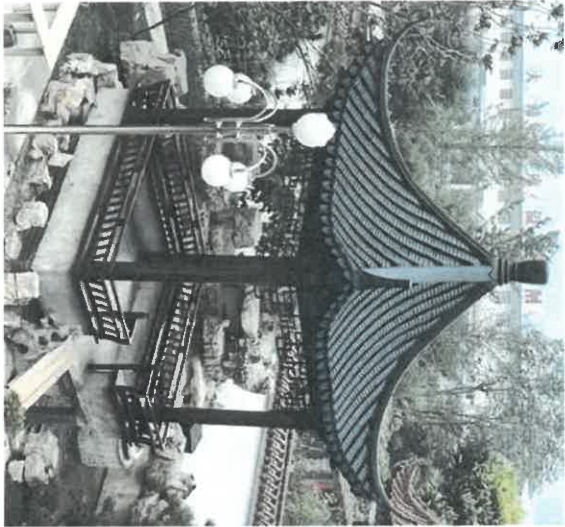
SHEET NAME
SITE PLAN
SHEET NO.
L-1.0
DATE
6/12/2023



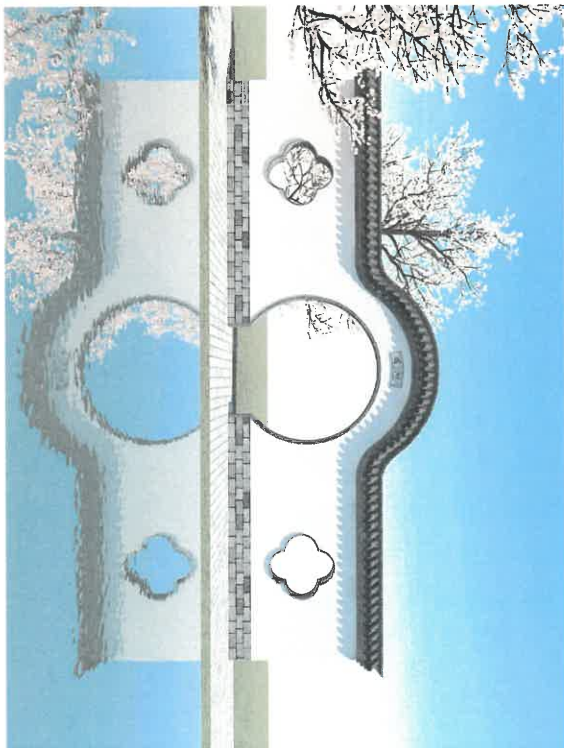
SHEET NAME
ELEVATIONS

SHEET NO.
L-2.0

DATE
6/12/2023



TRADITIONAL CHINESE PAVILION



TRADITIONAL CHINESE MOON WALL